

## GENERAL TERMS AND CONDITIONS

Please read these General Terms and Conditions and any applicable Supplemental Terms and Conditions carefully. The following General Terms and Conditions apply to contracts that ITPS may enter into from time to time for the supply by ITPS to the Customer of Services provided or to be provided, Equipment sold or to be sold and/or Software licensed or to be licensed.

### 1. General

- 1.1 The definitions and rules of interpretation set out in clause 21 shall apply to these General Terms and Conditions and all Contracts created in accordance with them. Words of a technical nature used in these General Terms and Conditions will (unless inconsistent with the context) be construed in accordance with the meanings set out in the Information Technology Infrastructure Library framework ITIL 2011, ITIL V3 & V2.
- 1.2 These General Terms and Conditions shall apply to and be incorporated into each Contract. No addition to, variation of, exclusion or attempted exclusion of any term of a Contract shall be binding on ITPS unless in writing and signed by a director of ITPS. The parties agree that these General Terms and Conditions will prevail over any inconsistent terms and conditions contained in, referred to in, the Customer's purchase order, confirmation of order or specification or as may otherwise be implied by law, trade, custom practice or a course of dealing.
- 1.3 The Customer's purchase order constitutes an offer by the Customer to purchase the Products specified in it on the basis of the Proposal, these General Terms and Conditions and any Supplemental Terms and Conditions (if any) ("**Contract Terms**"); accordingly, the earlier of the execution and return of the acknowledgement copy of the purchase order form by ITPS, or ITPS' commencement or execution of work pursuant to the Proposal, shall establish a Contract for the supply and purchase of those Products in accordance with the Contract Terms.
- 1.4 For the avoidance of doubt, where the relevant Proposal or agreement has not been signed by either (or both) of the Customer or ITPS, the Contract Terms will nevertheless apply to the Contract provided that the Customer has had prior notice of them (regardless of whether the Customer has indicated its acceptance in writing). By instructing ITPS to supply any Products and/or by paying any Charge(s) or invoice(s) of ITPS, whether set out in the Contract or otherwise, the Customer indicates its acceptance of the Contract Terms.
- 1.5 Certain Products supplied by ITPS are subject to Supplemental Terms and Conditions which will (where applicable) form part of the Customer's contract with ITPS and will supplement and (unless expressly stated otherwise in the relevant Supplemental Terms and Conditions) incorporate these General Terms and Conditions. In the case of a conflict or ambiguity between: (i) the Proposal; (ii) any Project Plan comprised within a Proposal; (iii) the General Terms and Conditions; and, (iv) any applicable Supplemental Terms and Conditions, then a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

### 2. Specification and Change Control

- 2.1 ITPS shall use its reasonable endeavours to supply any Products by the means and in accordance with any timetable set out in the Proposal (including in any Project Plan). Where no means are specified, the relevant Products shall be supplied by such means as ITPS determines appropriate and where no timetable is specified, the relevant Products shall be supplied within a reasonable time. Whilst ITPS will use its reasonable endeavours to provide or (as the case may be) deliver the relevant Products by any date or within any period agreed upon, such dates and periods are estimates only, given in good faith and ITPS shall not be liable for any failure to deliver by such date or within such period and nor shall any delays in the delivery of a Contract entitle the Customer to refuse to take delivery of or otherwise accept any Products. Time for delivery shall not be of the essence of any Contract.
- 2.2 The description of any Product contained in any order form, invoice, descriptive matter, specifications, catalogue or advertising material published or issued by ITPS is for identification only and the use of such description will not constitute a sale by description. Any typographical or other error or omission in any such literature or any other document issued or provided by ITPS may be corrected by ITPS without any liability on the part of ITPS.
- 2.3 ITPS reserves the right to supply Equipment and Software which differ from the specifications agreed between the parties and/or to modify any specifications in respect of Services provided that this does not materially affect the performance of the Equipment or Services.

- 2.4 If at any time after the acceptance of a Contract pursuant to clause 1.3, either party wishes to change the scope of a Product, it shall submit details of the requested change to the other in writing. If either party identifies or requests a change to the scope or execution of a Product, ITPS shall, within a reasonable time, provide a written estimate to the Customer of:
- 2.4.1 the likely time required to implement the change;
  - 2.4.2 any variations to the Charges arising from the change;
  - 2.4.3 the likely effect of the change on the Project Plan; and
  - 2.4.4 any other impact of the change on the terms of the Contract.
- 2.5 If ITPS identifies or requests a change to the scope of a Product, the Customer shall not unreasonably withhold or delay consent to it. Any request by the Customer for the cancellation or reduction of the scope a Product to be supplied by ITPS to the Customer will only be accepted at the discretion of ITPS and in any case on the condition that any costs or expenses incurred by ITPS up to the date of such cancellation or variation (and all loss or damage resulting to ITPS by reason of such cancellation or variation and including, for the avoidance of doubt the payment identified in clause 14.7) will be paid by the Customer to ITPS forthwith. Acceptance of such cancellation or variation will only be binding on ITPS if in writing and signed by a director of ITPS.
- 2.6 If the Customer wishes ITPS to proceed with the change, ITPS has no obligation to do so unless and until the parties have agreed in writing on the necessary variations to the Charges, the Project Plan and any other relevant terms of the Contract to take account of the change.
3. **Prices**
- 3.1 Unless otherwise stated in writing, quotations are valid for 14 days from the date of issue and are exclusive of:
- 3.1.1 VAT and any other relevant taxes which ITPS shall add to its invoices at the appropriate rate; and
  - 3.1.2 any chargeable expenses and disbursements which are incurred by ITPS personnel on behalf of the Customer including but not limited to hotels, subsistence, travelling, mileage at 45p per mile, supplies, telephone charges, copying charges and the cost of any materials or services reasonably and properly provided by third parties required by ITPS for the supply any Products. Such expenses, materials and third party services shall be invoiced by ITPS.
- 3.2 Subject to 14.2.2, ITPS may:
- 3.2.1 at any time by giving the Customer fourteen (14) days written notice, increase its prices to take account of any increase in the cost to ITPS of supplying the Products (including, but not limited to, any change in telecommunication provider rates) and such increased prices ruling at the date of supply of a Product by ITPS shall be substituted for the previous contract price; and
  - 3.2.2 at any time after the first anniversary of the Commencement Date, increase the Charges by giving to the Customer not less than two months' written notice, provided that:
    - (a) the increase shall not exceed a percentage equal to the percentage increase in the Retail Prices Index published by the Office for National Statistics (or its successor from time to time) for the period from the Commencement Date (in the case of the first increase) or the date on which the immediately preceding increase came into effect pursuant to this clause (in the case of the second or any subsequent increase) up to the date of this notice; and
    - (b) the increases shall be no more frequent than once in any 12-month period.
4. **Payment**
- 4.1 The Customer shall pay the Charges to ITPS in accordance with the Contract Terms:
- 4.1.1 Clause 4.2 shall apply if Services are to be provided on a time-and-materials basis.
  - 4.1.2 Clause 4.3 shall apply if Products are to be provided for a fixed price.
- The remainder of this clause 4 shall apply in either case.
- 4.2 Where the Services are provided on a time-and-materials basis:
- 4.2.1 the Charges payable for the Services shall be calculated in accordance with ITPS' standard daily fee rates as amended from time to time;
  - 4.2.2 ITPS' standard daily fee rates are calculated on the basis of Normal Working Hours;

- 4.2.3 ITPS shall be entitled to charge at an overtime rate for part days and for time worked by members of the project team outside of Normal Working Hours on a pro-rata basis. Overtime will be calculated by multiplying ITPS' standard time-based overtime charging rates (as may be set out in the Proposal and/or notified by ITPS to the Customer from time to time) by the time spent by ITPS' personnel performing the Services; and
- 4.2.4 ITPS shall invoice the Customer monthly in arrear for its Charges for time, expenses and materials (together with VAT where appropriate) for the month concerned.
- 4.3 Where Products are provided for a fixed price, the price for the Products shall be the amount set out in the Proposal or in ITPS' quotation. Where the price envisages payment in instalments and/or Project Milestones, the Charges shall be paid to ITPS in instalments as set out in the Proposal or on its achieving the corresponding Project Milestone as applicable. On achieving a Project Milestone, ITPS shall invoice the Customer for the Charges that are then payable, together with expenses and the costs of materials (and VAT, where appropriate).
- 4.4 The Customer shall pay each invoice submitted to it by ITPS in full, and in cleared funds, within thirty (30) days of receipt. Time for payment shall be of the essence of the Contract.
- 4.5 Without prejudice to any other right or remedy that ITPS may have, if the Customer fails to pay ITPS on the due date ITPS may charge interest on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of Lloyds TSB Bank Plc (or at a rate of 4% in the event that the base rate of that bank is less than zero), accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment.
- 4.6 All payments payable to ITPS under the Contract shall become due immediately on termination of the Contract, despite any other provision. This condition is without prejudice to any right to claim for interest under the law, or any such right under a Contract.
- 4.7 All amounts due under a Contract shall be paid by the Customer to ITPS in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). ITPS may, without prejudice to any other rights it may have, set off any liability of the Customer to ITPS against any liability of ITPS to the Customer, whether such liability is present or future, liquidated or unliquidated, and whether or not such liability arises under the Contract, another agreement or otherwise.
5. **Third Party Contracts**
- 5.1 If any payments due to ITPS in respect of a Product is to be paid by a third party then the Customer agrees that immediately on delivery of the Product in question the Customer will sign the acceptance note for the leasing company or other third party and will generally take all steps as may be necessary to ensure that payment is made to ITPS for the relevant Products in accordance with the Contract Terms.
- 5.2 It is agreed and acknowledged between ITPS and the Customer that:
- 5.2.1 in providing the Services to the Customer, ITPS may enter into binding contractual commitments ("**Third Party Contracts**") on the Customer's behalf with telecommunication providers and other third parties ("**Third Party Providers**");
- 5.2.2 the Customer acknowledges that the Third Party Contract creates rights and obligations between ITPS and the Third Party Provider; and
- 5.2.3 notwithstanding that the Customer is not a party to the Third Party Contract, the Customer is and shall be at all times responsible and held liable for any and all call and data charges, termination fees and any other charges and fees that may be charged by the Third Party Provider to ITPS in respect of the Services provided to the Customer pursuant to the Third Party Contracts ("**Third Party Charges**") and the Customer undertakes to pay such sums on demand and on an indemnity basis and defend, indemnify, keep indemnified and hold ITPS harmless against any and all third party claims, actions, and proceedings, and all losses, damages, expenses and costs (including without limitation legal costs) associated with such Third Party Charges.
6. **Software supply**
- 6.1 Where Software supplied is Third Party Software, ITPS shall supply or otherwise make available to the Customer a copy of the Third Party Software Licence on request from the Customer, whether by means of the Third Party Software Vendor's website or otherwise. In supplying any such Third Party Software Licence ITPS shall be permitted to redact such information contained in the Third Party Software Licence as it deems reasonably necessary to protect its Confidential Information. The Customer shall be responsible for ensuring that the Customer's use of the Third Party Software is properly licensed.

- 6.2 The parties acknowledge that the Third Party Software Licence will (in addition and without prejudice to any terms relating to the Third Party Software set out in the Proposal) stipulate the Customer's rights to use the Third Party Software, and the restrictions on the Customer's use of the Third Party Software.
- 6.3 The Customer must abide by the terms of the Third Party Software Licence and any terms relating to the Third Party Software set out in the Proposal and ensure that all persons using the Third Party Software supplied (or otherwise made available) by ITPS to the Customer abide by the terms of the Third Party Software Licence.
- 6.4 The parties acknowledge that the Third Party Software Licence creates rights and obligations between the Customer and the Third Party Software Vendor, and that ITPS is not a party to the Third Party Software Licence.
- 6.5 ITPS shall as far as it is able pass on to the Customer the benefits of any Third Party Software Vendor warranties in relation to any Third Party Software. ITPS gives no warranties or guarantees and makes no representations concerning the Third Party Software, and all such warranties, guarantees, representations, and all conditions and any other terms whatsoever implied by statute or otherwise, are hereby excluded from the Contract between ITPS and the Customer to the fullest extent permitted by applicable law.

## 7. Customer's Obligations

- 7.1 The Customer shall:
  - 7.1.1 co-operate with ITPS in all matters relating to the Contract and appoint an authorised representative of the Customer (the **Customer Representative**) who has the authority to contractually bind the Customer on matters relating to the Contract;
  - 7.1.2 provide in a timely manner such access to the Customer's premises, systems and data (including where agreed in the Contract, providing ITPS with access to the Customer's systems by use of remote desktop support software) and such office accommodation and other facilities, as is requested by ITPS;
  - 7.1.3 provide in a timely manner such information as ITPS may request, and ensure that such information is accurate in all material respects;
  - 7.1.4 comply with any Mandatory Policies that are notified to it from time to time;
  - 7.1.5 take all steps to ensure the welfare and safety of any ITPS Personnel at any premises of the Customer and ensure that its premises and all plant and equipment which is used by ITPS' Personnel or with which they may come into contact or to which they may be exposed complies with the Health and Safety at Work etc Act 1974, all relevant statutory provisions (as defined in that Act) and all other obligations imposed by statute and common law relating to health and safety; and
  - 7.1.6 be responsible (at its own cost) for performing and procuring the performance of the Customer Responsibilities including preparing the relevant premises for the supply of Products.
- 7.2 If ITPS' performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer or the Customer's Personnel (including any failure to perform or procure the performance of the Customer Responsibilities or any delays or postponements by the Customer of any installation dates specified by ITPS, of dates for scheduled service visits or otherwise) then:
  - 7.2.1 ITPS shall be granted relief from any failure of it to carry out the Services, deliver the Products concerned or otherwise comply with its obligations under the Contract;
  - 7.2.2 Customer shall in all circumstances be liable to pay to ITPS on demand all reasonable costs, charges or losses sustained or incurred by it (including, without limitation, any direct, indirect or consequential losses, including any loss of profit, or loss of reputation, or loss or damage to property, or injury to or death of any person or loss of opportunity to deploy resources elsewhere), subject to ITPS confirming such costs, charges and losses to the Customer in writing.
- 7.3 The Customer is responsible in relation to its use, and the use of its Personnel, of the relevant Products and for:
  - 7.3.1 satisfying itself that the relevant Products are adequate for its requirements;
  - 7.3.2 supplying all storage media (including backup tapes) and ensuring that it is suitable in all respects;
  - 7.3.3 unless specifically undertaken by ITPS as part of supplying a Product, all necessary security arrangements appropriate to its use of the Product including without limitation passwords, pass codes, audit controls, the creation of backup files and operating methods and procedures; and
  - 7.3.4 all results it obtains from the Products.

## 8. Limitation of Liability

- 8.1 The Customer agrees and acknowledges that the level of the Charges takes fully into account the limits of ITPS' entire financial liability (set out below) for the applicable Products supplied or to be supplied to the Customer, the Customer's use of them, and for anything else in connection with any Contract between ITPS and a Product.
- 8.2 Nothing in these General Terms and Conditions or in any Contract Terms shall limit or exclude the liability of ITPS in respect of:
- 8.2.1 death or personal injury caused by negligence; or
  - 8.2.2 fraud; or
  - 8.2.3 any other liability which cannot by law be limited or excluded.
- 8.3 Subject to Clause 8.2, ITPS shall not be liable to the Customer whether in contract, tort (including for negligence or breach of statutory duty), or for negligent or innocent misrepresentation, or otherwise, for any of the following types of loss or damage, even if the Customer has been advised of the possibility of such loss or damage:
- 8.3.1 loss or depletion of goodwill or reputation; or
  - 8.3.2 loss of profits, or revenue, or contracts or anticipated savings; or
  - 8.3.3 loss or damage arising from loss or damage or corruption of data or information; or
  - 8.3.4 loss of use; or
  - 8.3.5 any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; or
  - 8.3.6 loss relating to Out-of-Scope Activities.
- 8.4 Subject to Clauses 8.2 and 8.3, if the Customer: (1) incurs any loss arising in connection with the performance or contemplated performance of these General Terms and Conditions or any Contract (whether in contract, tort (including without limitation negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise and whether or not such claim arises pursuant to an express or implied term of the relevant Contract Terms); and (2) liability for any such loss is established (a "**Supplier Default**"), then the total aggregate liability of ITPS to the Customer under the relevant Contract or otherwise shall in no circumstances exceed:
- 8.4.1 where the Supplier Default relates to Equipment or Software supplied by ITPS, the sum of the amount paid by the Customer to ITPS for the Equipment or Software that is directly affected by the Supplier Default; and
  - 8.4.2 where the Supplier Default relates to a Service supplied by ITPS, the sum of the amount paid by the Customer to ITPS for the service element(s) of the Service(s) that are directly affected by the Supplier Default (the "**Affected Services**") during the preceding twelve months immediately prior to the act or omission giving rise to the loss (or if the event giving rise to the loss occurs during the first twelve (12) months of the Contract, the amount paid by the Customer for the Affected Services during that period).
- ## 9. Warranties and Indemnity
- 9.1 ITPS warrants to the Customer that:
- 9.1.1 it has the legal right and authority to enter into Contracts and otherwise to perform its obligations under the Contract Terms; and
  - 9.1.2 it shall comply with all applicable laws in relation to its performance of all Contracts.
- 9.2 The Customer warrants to ITPS that:
- 9.2.1 the Customer has the legal right and authority to enter into Contracts and otherwise to perform its obligations under these General Terms and Conditions and the Contract Terms;
  - 9.2.2 in relation to its use of the Software neither it nor any of its employees or associated parties will attempt to or permit any person to reverse engineer, decompile, monitor or in any way replicate the coding, software or functionality of any Software;

- 9.2.3 it has, and shall maintain throughout the term, the full capacity, authority and any necessary licences and approvals under applicable laws to enter into and perform its obligations contained in any Contract; and
- 9.2.4 it shall comply with all applicable laws in relation to its performance of all Contracts.
- 9.3 The Customer undertakes to defend, indemnify, keep indemnified and hold ITPS harmless against any and all third party claims, actions, and proceedings, and all losses, damages, expenses and costs (including without limitation legal costs) associated therewith, where any of the same arise out of or in connection with either the Customer's use of or access to any Product, including those arising out of:
  - 9.3.1 the failure of the Customer to fully observe or perform any of its obligations contained in a Contract (including the Customer Responsibilities); or
  - 9.3.2 any loss, damage or injury to property or persons caused or contributed to by any act or omission of the Customer or its Personnel; or
  - 9.3.3 any breach by the Customer of any warranty, undertaking or other terms or conditions of any Contract
  - 9.3.4 or the possession of any of the Customer's data by ITPS in accordance with the Contract Terms, unless, and to the extent that, the same arise as a direct result of ITPS' negligence or as a direct result of any breach of its obligations under the Contract.
- 9.4 It is acknowledged and agreed by the Customer that:
  - 9.4.1 in respect of Products supplied by ITPS, whilst ITPS will endeavour to use its experience and expertise to advise the Customer, ITPS acts only in the capacity of a supplier to the Customer. The Customer assumes sole responsibility for ensuring that the Products supplied by ITPS meet its requirements and for results obtained from the use of the same by the Customer and for conclusions drawn from such use;
  - 9.4.2 ITPS shall not have any obligation or duty, and shall not bear any liability or responsibility, in relation to any of those matters which the Customer expressly undertakes, warrants, or bears responsibility for in the applicable Contract (including the Customer Responsibilities); and
  - 9.4.3 except as expressly set out in the Contract Terms, ITPS gives no warranties or guarantees and makes no representations concerning the supply of any Product, and all such warranties, guarantees, representations, and all conditions and any other terms whatsoever implied by statute or otherwise, are hereby excluded from the Contract between ITPS and the Customer to the fullest extent permitted by applicable law.
- 10. **Confidentiality**
- 10.1 The Customer shall keep in strict confidence all Confidential Information received by it from ITPS. The Customer shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know it for the purpose of discharging the Customer's obligations to ITPS, and shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those which bind the Customer.
- 10.2 Each party may be given access to Confidential Information from the other party, whether in order to perform its obligations under a Contract, these General Terms and Conditions, or otherwise. A party's Confidential Information shall not be deemed to include information that:
  - 10.2.1 is or becomes publicly known other than through any act or omission of the receiving party;
  - 10.2.2 was in the other party's lawful possession before the disclosure;
  - 10.2.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
  - 10.2.4 is independently developed by the receiving party, which independent development can be shown by written evidence.
- 10.3 Subject to clause 10.6, each party shall hold the other's Confidential Information in confidence for the duration of the relevant Contract and for a period of five (5) years following the termination or expiry of the Contract. Neither party shall 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.
- 10.4 ITPS shall be entitled to disclose any Confidential Information to its employees, agents and advisors for the purposes of providing Products in accordance with a Contract, or in contemplation of providing such Products, prior to formation of the relevant Contract.

- 10.5 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.
- 10.6 A party may disclose Confidential Information to the extent that 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 10.6, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 10.7 All materials, equipment and tools, drawings, specifications and data supplied by ITPS to the Customer shall at all times be and remain the exclusive property of ITPS, but shall be held by the Customer in safe custody at its own risk and maintained and kept in good condition by the Customer until returned to ITPS, and shall not be disposed of or used other than in accordance with ITPS' written instructions or authorisation.
- 10.8 No party shall make, or permit any person to make, any public announcement concerning the existence, subject matter or terms of this agreement, the wider transactions contemplated by it, or the relationship between the parties, without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction. Nothing in this clause 10.8 shall be construed as limiting either parties obligations under this clause 10.
- 10.9 The above provisions of this clause 10 shall survive termination or expiry of the Contract, however arising.
11. **Force Majeure**
- 11.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under a Contract (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event and the affected party shall be entitled to a reasonable extension of the time for performing such obligations.
- 11.2 A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under a Contract, must:
- 11.2.1 promptly notify the other; and
- 11.2.2 inform the other of the period for which it is estimated that such failure or delay will continue.
- 11.3 A party whose performance of its obligations under a Contract is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.
- 11.4 If a party whose performance of its obligations under a Contract is affected by a Force Majeure Event is prevented, by such circumstances beyond its reasonable control, from performance of its obligations for a continuous period in excess of one (1) month and such prevention substantially affects the operation of the Contract, the other Party shall have the right to terminate the Contract upon giving fourteen (14) days' written notice of such termination to the party whose performance of its obligations under the Contract is affected by a Force Majeure Event, in which case neither party shall have any liability to the other except that rights and liabilities accrued prior to such termination shall continue to subsist.
12. **Assignment**
- 12.1 ITPS may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 12.2 The Customer shall not, without the prior written consent of ITPS, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract or purport to do the same.
13. **Third Party Rights**
- 13.1 Each Contract is for the benefit of the parties (and, where applicable, their successors and permitted assigns), and is not intended to benefit or be enforceable by any third party.
- 13.2 The exercise of the parties' rights under a Contract is not subject to the consent of any third party.

## 14. Duration and Termination

- 14.1 Each Contract shall commence on the Commencement Date applicable to it. Where the Proposal includes an Initial Term then unless terminated earlier in accordance with this Clause 14, the relevant Contract shall continue for the Initial Term and shall automatically extend for 12 months (“**Renewal Term**”) at the end of the Initial Term and at the end of each Renewal Term thereafter. Either party may give written notice to the other party, not later than ninety (90) days before the end of the Initial Term or the relevant Renewal Term, to terminate this Contract at the end of the Initial Term or (as the case may be) the relevant Renewal Term. Where the Proposal does not contain an Initial Term, the Contract shall continue until ITPS completes the relevant supply of Products, upon which the Contract shall terminate automatically, subject to earlier termination in accordance with this Clause 14.
- 14.2 Without affecting any other right or remedy available to it, either party may give notice in writing to the other terminating a Contract:
- 14.2.1 immediately, if the other party suffers an Insolvency Event; or
  - 14.2.2 on thirty (30) days written notice, if the Customer does not accept any amendments to a Contract pursuant to clause 3.2.1 or 20.8; or
  - 14.2.3 on fourteen (14) days’ notice, if the party has not for a continuous period of one (1) month been able to perform its obligations as a result of a Force Majeure Event; or
  - 14.2.4 immediately, if the other party commits a breach of any material term of a Contract and (if such breach is remediable) fails to remedy that breach within a period of thirty (30) Business Days of being notified in writing that it is required to do so.
- 14.3 Without affecting any other right or remedy available to it, ITPS may give notice in writing to the Customer terminating the whole (or part) of the Contract immediately if:
- 14.3.1 the Customer fails to pay any amount due under the Contract or any other contract between ITPS and the Customer on the due date for payment and remains in default not less than ten (10) Business Days after being notified in writing to make such payment; or
  - 14.3.2 the Customer commits a repeated breach of the Customer’s obligations under a Contract. A repeated breach shall be deemed to be two or more breaches of the same, or any three breaches of different obligations of the Customer under one or more Contract(s) within a twelve month period where each of those breaches have been notified in writing by ITPS to the Customer; or
  - 14.3.3 there is a change of control of the Customer (within the meaning of section 1124 of the Corporation Tax Act 2010); or
  - 14.3.4 the Customer commits any act or omission which could or might in the sole opinion of ITPS bring ITPS into disrepute or damage the reputation of ITPS; or
  - 14.3.5 the Customer breaches clauses 7, 9.2, 10, 12.2, 15 or 16 or otherwise challenges the Intellectual Property Rights of ITPS.
- 14.4 Without limiting its other rights or remedies, ITPS may suspend performance of all or any part of its obligations under a Contract or any other contract between the Customer and ITPS if the Customer becomes subject to any of the events listed in clauses 14.2 or 14.3.1 to 14.3.5 (inclusive) or ITPS reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under the Contract or any other contract between ITPS and the Customer on the due date for payment. ITPS shall have no liability to the Customer for any losses, damages, expenses or costs that the Customer may incur by reason of such suspension.
- 14.5 On termination of a Contract for any reason:
- 14.5.1 all other rights and licences of the Customer under the Contract shall terminate upon termination of the Contract;
    - 14.5.1 any provision of a Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Contract shall remain in full force and effect. The Customer acknowledges that ITPS will be entitled to remove any Software from the Customer’s systems whether by means of remote access or otherwise and the Customer will not do or omit to do anything which might prevent or hinder such removal; and
    - 14.5.2 ITPS may destroy or otherwise dispose of any of the Customer’s storage media, software, equipment or other items in its possession unless ITPS receives, no later than ten (10) days after the effective date of the termination of this Contract, a written request for their delivery to the

Customer. ITPS will use its reasonable commercial endeavours to deliver the same to the Customer within thirty (30) days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination) and provided that the Customer meets any charges that ITPS may charge for providing such assistance. The Customer shall pay all reasonable expenses incurred by ITPS in returning or disposing of them.

- 14.6 On termination of the Contract for any reason, the Customer shall:
- 14.6.1 as soon as reasonably practicable, return or destroy (as directed in writing by ITPS) any documents, handbooks or other information provided to it by ITPS or data for the purposes of this Contract, including all documents and materials (and any copies) containing, reflecting, incorporating or based upon ITPS' Confidential Information;
  - 14.6.2 as soon as reasonably practicable, return all of the equipment and materials owned by ITPS or any third party, failing which, ITPS may enter the relevant premises and take possession of them. Until these are returned or repossessed, the Customer shall be solely responsible for their safe-keeping;
  - 14.6.3 the Customer shall immediately pay to ITPS all of ITPS' outstanding unpaid invoices (together with any accrued interest if such invoices are outside their payment terms) and, in respect of Services supplied but for which no invoice has been submitted, ITPS may submit an invoice, which (notwithstanding anything to the contrary in the Contract or these General Terms and Conditions) shall be payable immediately on receipt of invoice.
- 14.7 If prior to the expiry of the Initial Term or any Renewal Term, the Customer terminates this Contract for any reason other than as set out in clause 14.2, then in addition to any outstanding amounts payable in respect of clause 14.6.3, the Customer shall be obliged to pay to ITPS by way of compensation, the balance of the Charges the Customer would have paid over a period equal to the unexpired residue of the Initial Term or (as the case may be) the Renewal Term immediately prior to the date of termination of this Contract less such discount as ITPS shall reasonably apply to such balance in its discretion to reflect any savings in overheads. Any such payment shall become due within three (3) Business Days of receipt of invoice.
- 14.8 The Supplier and the Customer confirm that any sums calculable and payable pursuant to clause 14.7 represent a genuine pre-estimate of ITPS' loss.
- 14.9 Termination or expiry of a Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry and shall not affect the continuation after termination or expiry of any provision expressly stated to survive or implicitly surviving termination (including for the avoidance of doubt clauses 8, 10, 18 and 21).
15. **Data Protection**
- 15.1 For the purposes of this clause 15, "**controller**", "**processor**", "**data subject**", "**personal data**", "**process**" and "**processing**" shall have the meanings given to them in the Data Protection Law.
- 15.2 Each party warrants to the other that it will process personal data in compliance with Data Protection Law. This clause 15.2 is in addition to, and does not relieve, remove or replace a party's obligation under the Data Protection Law.
- 15.3 The parties acknowledge that for the purposes of Data Protection Law, the Customer shall be the controller and ITPS shall be a processor from the point any such personal data is transferred to (or otherwise shared) by the Customer to ITPS ("**Customer Data**").
- 15.4 Without prejudice to the generality of clause 15.2, the Customer warrants to ITPS that it has the legal right (including all necessary appropriate consents and notices) to disclose all personal data that it does in fact disclose to ITPS under or in connection with these General Terms and Conditions or any Contract, and that the processing of that personal data by ITPS for the purpose of providing any Products, fulfilling any of its obligations under a Contract, and complying with all of its legal and regulatory obligations in accordance with these General Terms and Conditions ("**Permitted Purpose**") will not breach any Data Protection Law.
- 15.5 If, notwithstanding the intentions of the parties set out at clause 15.3, ITPS processes personal data as a controller, it shall comply with the provisions of the Data Protection Law imposed on a controller.
- 15.6 ITPS shall, in relation to any personal data processed for the Customer in connection with a Contract or pursuant to these Terms and Conditions:
- 15.6.1 process that personal data only for the Permitted Purpose and otherwise in accordance with the lawful, reasonable and documented instructions of the Customer, unless ITPS is required by the

laws of any member of the European Union or by the laws of the European Union applicable to ITPS to process personal data, in which case ITPS shall, to the extent permitted by such law, inform the Customer of that legal requirement before processing that personal data;

- 15.6.2 having regard to the state of technological development and the cost of implementing any measures, ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of such personal data, and against accidental loss or destruction of, or damage to such personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of, and access to, personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
  - 15.6.3 ensure that all Personnel who have access to and/or process personal data are obliged to keep the personal data confidential;
  - 15.6.4 ensure that it will not transfer personal data provided to it by the Customer outside of the European Economic Area (“**EEA**”) unless such transfer is undertaken in accordance with applicable Data Protection Law;
  - 15.6.5 assist the Customer, at the Customer’s cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Law with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators; and
  - 15.6.6 notify the Customer without undue delay on becoming aware of a personal data breach.
- 15.7 In relation to any person (including any third party but excluding an employee of ITPS) appointed by or on behalf of ITPS to process personal data on behalf of the Customer in connection with a Contract or these Terms and Conditions (each a “**Sub-processor**”):
- 15.7.1 Customer acknowledges and hereby authorises ITPS to engage in connection with the performance of any Contract those Sub-processors set out in Schedule 1 (“**Approved Sub-processors**”) to these General Terms and Conditions, which includes the identities of those Sub-processors and their country of location;
  - 15.7.2 ITPS may amend and update the Approved Sub-processors list by providing written notice to the Customer of any proposed new Sub-processor. The Customer may notify ITPS promptly in writing within ten (10) Business Days after receipt of ITPS’s notice if the Customer has a reasonable basis for objecting to a new Sub-processor. ITPS shall not appoint (or disclose any Customer Data to) that proposed Sub-processor until reasonable steps have been taken to address the objections raised by the Customer and the Customer has been provided with a reasonable written explanation of the steps taken;
  - 15.7.3 prior to giving any Sub-processor access to any personal data in respect of which the Customer is controller (“**Customer Data**”), ITPS shall ensure that such Sub-processor has entered into a written agreement with ITPS including terms in the contract between ITPS and the Sub-processor which are substantially the same as those set out in this clause 15 and the requirements of article 28(3) of the GDPR; and ITPS shall remain fully liable to the Customer for any failure by a Sub-processor to fulfil its obligations in relation to the processing of any Customer Data under the relevant Contract; and
  - 15.7.4 to the extent that such sub-processing does not occur in the EEA, or in circumstances or a country that is the subject of a valid adequacy decision by the European Commission (“**Restricted Country**”), ITPS may only authorise a Sub-processor to process Customer Data in a Restricted Country if, the Standard Contractual Clauses are at all relevant times incorporated into the agreement between on the one hand ITPS and on the other hand the Sub-processor, or if requested by the Customer and required by Data Protection Law, procure that the Customer shall enter into (or procure that any relevant third party enters into) a data controller to data processor data transfer agreement, incorporating Standard Contractual Clauses.
- 15.8 The Customer acknowledges that ITPS is reliant on the Customer as controller for direction as to the extent to which ITPS is entitled to use and process Customer Data. Consequently, ITPS will not be liable for any unauthorised or non-compliant use, loss, access or other processing of Customer Data (or any other personal data) or any claim brought by a data subject arising from any act or omission by ITPS, to the extent that such action or omission resulted directly from the Customer’s instructions and/or the Customer’s

failure to provide instructions. The Customer shall indemnify and hold ITPS harmless against all losses, liabilities, costs (including reasonable legal costs), fees, expenses, actions, procedures, claims, demands and damages (including the amount of damages awarded by a court of competent jurisdiction or any penalties and fines levied by any governmental, regulatory or other competent authority that regulates and/or supervises any of ITPS, the Customer and/or either of their activities (including activities of Customer using the Products)) that ITPS suffers or incurs as a result of the Customer's instructions, and/or the Customer's failure to provide instructions (whether as a result of a claim by a data subject or otherwise).

## 16. **Non-Solicitation of Personnel and Employment Liabilities**

- 16.1 The Customer must not, without the prior written consent of ITPS, either during the relevant Term or within the period of twelve (12) months following the end of it, engage, employ or solicit for engagement or employment any Personnel of ITPS who have been involved in any way in the negotiation or performance of the Contract.
- 16.2 The Customer agrees that if they breach the provisions of clause 16.1 by successfully soliciting, interfering with, procuring or enticing away any employee or contractor of ITPS, they shall pay ITPS promptly upon the written demand of ITPS a sum equivalent to half the annual salary or fees paid by ITPS to the person so solicited immediately before that person leaves ITPS's employment or ceases to be engaged by ITPS.
- 16.3 The Customer agrees that the amount referred to in clause 16.2 represents a reasonable pre-estimate of the loss and damage which ITPS would suffer in the event of the circumstances described in clause 16.2 arising.
- 16.4 The provisions of this clause 16 are without prejudice to the right of ITPS to seek interim remedies through the court or otherwise in respect of the matters contemplated by it.
- 16.5 The parties agree that on the expiry or termination of a Contract, there will be no relevant transfer as defined in the Regulations and as a result no ITPS Personnel or any other individual shall transfer their employment to the Customer or any future supplier of the Customer. The Customer shall indemnify ITPS for all losses, liabilities, costs (including reasonable legal costs), fees, expenses, actions, procedures, claims, demands and damages (including the amount of damages awarded by a court of competent jurisdiction) incurred by ITPS (including all redundancy costs) if, notwithstanding the provisions of this 15.5, any Personnel or other individuals do transfer to ITPS or any future supplier to the Customer.

## 17. **Notices**

- 17.1 Any notice or other communication given to a party under or in connection with a Contract shall be in writing and shall be:
- 17.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- 17.1.2 sent by email to the address specified in the Proposal.
- 17.2 Any notice or communication shall be deemed to have been received:
- 17.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- 17.2.2 if sent by pre-paid first-class post, airmail, or other next working day delivery service, at 9.00 am on the second Business Day after posting (fifth Business Day after posting for airmail) or at the time recorded by the delivery service.
- 17.2.3 if sent by email, on the earlier of (i) the time a return receipt is generated automatically by the recipient's email server or (ii) the time the recipient acknowledges receipt or (iii) 24 hours after transmission unless the sender receives notification that the email has not been successfully delivered, except that if deemed receipt would occur before 9.00 am GMT/BST on a Business Day, it shall instead be deemed to occur at 9.00 am on that day and if deemed receipt would occur after 5.00 pm GMT/BST on a Business Day, or on a day which is not a Business Day, it shall instead be deemed to occur at 9.00 am GMT/BST on the next Business Day.
- 17.3 Clauses 17.1.2 and 17.2.3 do not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## 18. **Governing Law and Jurisdiction**

- 18.1 This Contract and any disputes or claims arising out of its subject matter or formation (including any non-contractual dispute or claim) shall be governed by and construed in accordance with English law.

18.2 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 this Contract or its subject matter or formation (including non-contractual disputes or claims).

19. **Entire Agreement**

19.1 These General Terms and Conditions and any Contract created under them represent the whole agreement and understanding between the Parties relating to the Products and supersedes and extinguishes all other arrangements, agreements, understandings, statements, representations, warranties, undertakings or promises (whether in writing or not) made between, by or on behalf of the parties prior to entering into this Contract except to the extent expressly repeated in a Contract ("**pre-contractual statements**") including any heads of agreement related to the subject matter hereof.

19.2 Without prejudice to Clause 19.1, each party warrants to the other that, in entering into a Contract, it has not relied on and shall have no remedy in respect of any pre-contractual statement. Nothing in clauses 19.1 or 19.2 is intended to limit either party's liability for fraud or fraudulent misrepresentation.

19.3 The Customer acknowledges and confirms that it has had an opportunity to carry out a thorough due diligence exercise in relation to the supply of the Products, including asking questions it considers relevant and making its own respective enquiries to satisfy themselves as to the accuracy and completeness of any information received including the completeness and accuracy of the Proposal, and has raised all relevant due diligence questions with ITPS before the Commencement Date and has entered into the Contract in reliance on its own due diligence.

20. **Miscellaneous**

20.1 If a provision of a Contract is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

20.2 If any unlawful and/or unenforceable provision of a Contract would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

20.3 No breach of any provision of a Contract will be waived except with the express written consent of the party not in breach.

20.4 No waiver of any breach of any provision of a Contract shall be construed as a further or continuing waiver of any other breach of that provision or any breach of any other provision of that Contract.

20.5 Nothing in a 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, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

20.6 Nothing in these General Terms and Conditions or in any Contract shall operate to assign or transfer any Intellectual Property Rights from ITPS to the Customer, or from the Customer to ITPS. Notwithstanding the foregoing, ITPS shall be entitled to use, develop and share knowledge, experience and skills of general application gained through providing Products and otherwise fulfilling its obligations under Contracts.

20.7 The Customer shall from time to time at its own cost do or procure the doing of all such acts and things, and execute or procure the execution of all such documents in a form reasonably satisfactory to ITPS, which ITPS may reasonably require for the purpose of giving full effect to these Terms and Conditions and any Contract created under them.

20.8 ITPS shall be permitted to, and the Customer acknowledges that ITPS may, amend the terms of these General Terms and Conditions and/or any of the other Contract Terms. ITPS shall give the Customer at least thirty (30) days' notice in writing of any change to the same. Any such revised General Terms and Conditions and/or other Contract Terms shall be effective as the Contract Terms from the date of expiry of such notice. The Customer shall provide written notice to ITPS during this thirty (30) day period, informing ITPS that the Customer does not accept the amendments.

20.9 Subject to clause 20.8, no variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

21. **Definitions and interpretation**

21.1 In these General Terms and Conditions, the following definitions apply:

<b>Business Day</b>	means any day other than a Saturday or Sunday or a public or bank holiday in England.
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<b>Change Control Procedure</b>	means the Change Control Procedure set out at clauses 2.4 – 2.6.
<b>Charges</b>	means the following amounts (as applicable): (a) the amounts specified in the Proposal or ITPS' quotation; and/or (b) such amounts as may be agreed in writing by the parties from time to time; and/or (c) amounts calculated by multiplying ITPS' standard time-based charging rates (as notified by ITPS to the Customer from time to time) by the time spent by the Provider's personnel performing the Services.
<b>Commencement Date</b>	means the date set out in the Proposal or, where no date is stated there, the earlier of the date that ITPS executes the acknowledgement copy of the purchase order form or begins supplying the relevant Equipment, Software or Services (as applicable) to the Customer.
<b>Confidential Information</b>	means any technical or commercial know-how, specifications, inventions, processes or initiatives, trade secrets or other information which are of a confidential nature and have been disclosed by one party to the other (including the details of any Contract or Proposal and/or these General Terms and Conditions) received or obtained by a party that is proprietary or confidential information or part of the Intellectual Property Rights of the other party and: (i) is clearly labelled as such; or (ii) is otherwise clearly identified as such; or (iii) from its nature and/or the circumstances of its disclosure a reasonable person would infer that it is such.
<b>Contract</b>	means the Customer's purchase order for Products and the contract that is formed following ITPS' acceptance of it under clause 1.3 which is subject to and incorporates the Contract Terms.
<b>Contract Terms</b>	shall have the meaning given in clause 1.3.
<b>Customer</b>	means the person, who purchases Product(s) from ITPS.
<b>Customer Representative</b>	shall have the meaning given in clause 7.1.1.
<b>Customer Responsibilities</b>	means any acts or activities identified in the Proposal as being responsibilities of the Customer together with such other acts as are required to be performed by the Customer (or by third parties engaged or directed by the Customer) in order for ITPS to be able to carry out its obligations under these Terms and Conditions or any Contract.
<b>Data Protection Law</b>	means until 25 May 2018, the national laws implementing the Data Protection Directive 95/46/EC and then, on and from 25 May 2018: (i) unless and until the General Data Protection Regulation (EU) 2016/679 ("GDPR") is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time in the UK and then; (ii) any successor legislation to the GDPR or the Data Protection Act 1998.
<b>Equipment</b>	means the equipment agreed in the Contract to be purchased by the Customer from ITPS (including without limitation any part or parts of it) as may be set out in a Proposal.
<b>Force Majeure Event</b>	means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars).
<b>General Terms and Conditions</b>	means this document, including the Schedules.

<b>Initial Term</b>	means the initial term of the Contract as set out in the Proposal.
<b>Intellectual Property Rights</b>	means patents, rights to inventions, copyright and related rights, trade marks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered, and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.
<b>Insolvency Event</b>	means that a person: <ul style="list-style-type: none"> <li>(a) is unable to pay its debts or becomes insolvent or bankrupt or ceases to trade;</li> <li>(b) is the subject of an order made or a resolution passed for the administration, winding-up or dissolution (otherwise than for the purpose of a solvent amalgamation or reconstruction, which does not materially reduce that entity's assets);</li> <li>(c) has an administrative or other receiver, manager, trustee, liquidator, administrator, or similar officer appointed over all or any substantial part of its assets;</li> <li>(d) enters into or proposes any composition or arrangement with its creditors generally (otherwise than for the purpose of a financing or solvent amalgamation or reconstruction, which does not materially reduce the entities' assets); or</li> <li>(e) is the subject of any events or circumstances analogous to any of the foregoing in any applicable jurisdiction.</li> </ul>
<b>ITPS</b>	means I.T. Professional Services Limited, a company registered in England and Wales (registration number 03930001) having its registered office at Unit 2a & 2b Metrocentre East Business Park, Waterside Drive, Gateshead, NE11 9HU.
<b>Maintained Equipment</b>	shall have the meaning ascribed to it in the Supplemental Terms and Conditions relating to the Service of hardware support.
<b>Mandatory Policies</b>	means ITPS' mandatory policies and procedures as shall be notified by ITPS to the Customer in writing from time to time.
<b>Normal Working Hours</b>	means 08:30 to 17:00 GMT/BST Monday to Friday but excluding bank or statutory holidays.
<b>Out-of-Scope Activities</b>	means any activity which falls within the definition (if any) of "Out-of-Scope Activities" within the applicable Supplemental Terms and Conditions.
<b>Personnel</b>	means any employee, agent, consultant, director and/or sub-contractor of the party concerned.
<b>Products</b>	means, as the context requires, any Equipment, Software or Services, or a combination of all or any of them.
<b>Project Plan</b>	means the plan describing the Equipment, Software or Services (as applicable) and setting out the estimated timetable, responsibilities and any applicable Project Milestones for the provision of the same by ITPS.
<b>Project Milestone</b>	means the date by which a part of the Equipment, Software or Services (as applicable) are estimated to be completed, as set out in the Project Plan.
<b>Proposal</b>	means the document(s) provided in writing by ITPS to the Customer which sets out the description or specification of the applicable Equipment, Software or Services (as applicable) that will be provided by ITPS to the Customer and may include a Project Plan.

<b>Regulations</b>	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended, re-enacted or extended from time to time).
<b>Renewal Term</b>	means any additional term of this Contract following a renewal under the provisions of clause 14.1.
<b>Service Level Agreement</b>	means the relevant service level agreement (if any) which applies to a specific Service (or part of a Service) as notified by ITPS to the Customer in writing.
<b>Services</b>	means the services that ITPS agrees to supply to the Customer under a Contract as may be set out in the Proposal.
<b>Software</b>	means software that ITPS agrees to supply to the Customer under a Contract (which may comprise Third Party Software) as may be set out in the Proposal.
<b>Standard Contractual Clauses</b>	the standard contractual clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of protection as set out in Commission Decision C(2010) 593, as updated and amended;
<b>Supplemental Terms and Conditions</b>	means any supplemental terms and conditions supplied to the Customer by ITPS in respect of certain Services which supplement and (unless expressly stated otherwise) incorporate these General Terms and Conditions.
<b>Term</b>	means the Initial Term and any Renewal Term.
<b>Third Party Software</b>	means that software the rights in which are owned in whole or in part by one or more third parties that ITPS agrees to supply to the Customer under a Contract as may be set out in the Proposal.
<b>Third Party Software Licence</b>	means the Third Party Software Vendor's licensing terms for the Third Party Software from time to time.
<b>Third Party Software Vendor</b>	means a third party that has granted to ITPS the right to distribute the Third Party Software and resell licences for the Third Party Software.

- 21.2 In the General Terms and Conditions, unless the context otherwise requires:
- 21.2.1 unless otherwise expressly provided otherwise, defined terms used in any Proposal or Supplemental Terms and Conditions shall have the same meanings ascribed to them in these General Terms and Conditions;
- 21.2.2 references to Clauses and Schedules are to clauses of, and schedules to, these General Terms and Conditions (including as the same may be incorporated into a Contract);
- 21.2.3 references to the singular include the plural and vice versa and references to one gender include all genders;
- 21.2.4 references to a "**person**" include any company, partnership or unincorporated association (whether or not having separate legal personality) and references to a "**company**" include any company, corporation or other body corporate (wherever and however incorporated or established);
- 21.2.5 references to a statute or statutory provision include:
- (a) that statute or statutory provision as modified, re-enacted or consolidated from time to time (whether before or after the date of this Contract);
  - (b) any past statute or statutory provision (as modified, re-enacted or consolidated from time to time) which that statute or statutory provision has directly or indirectly replaced; and
  - (c) any subordinate legislation made from time to time under that statute or statutory provision;
- 21.2.6 subject to clause 17.3, which specifies that service of any proceedings or other documents in any legal action may not be served by email, a reference to "writing" or written includes emails (but not faxes) and each party warrants that it has the ability to open Adobe PDF files;
- 21.2.7 the words "**include(s)**" and "**including**" are to be construed as if followed by the words "without limitation"; and
- 21.2.8 references to a "**month**" are to a calendar month.

- 21.3 The Schedules form part of the General Terms and Conditions and shall have the same force and effect as if set out in the body of these General Terms and Conditions and any reference to these General Terms and Conditions shall include the Schedules.
- 21.4 The headings in General Terms and Conditions are included for convenience only and shall be ignored in interpreting the Contract.



## SCHEDULE 1

### Approved Sub-processors

<b>Identity</b>	<b>Country of Location</b>	<b>Type of Data Processed</b>
Virgin Media Business	United Kingdom	Communication
BT Wholesale	United Kingdom	Communication
BT Openreach	United Kingdom	Communication
Vodafone	United Kingdom	Communication
Gamma Telecom	United Kingdom	Communication
Voiceflex	United Kingdom	Communication
Virtual One	United Kingdom	Communication
ShoreTel	United Kingdom	Communication
Commscare	United Kingdom	Software
Cisco		
Microsoft		