

ITI Group – Conditions of Supply

F1004-4: February 2025

1 Application of these Core Conditions

- 1.1 Where the Customer and the Supplier have a Master Agreement covering the Deliverables detailed in a Quotation the terms of that Master Agreement shall govern the provision or performance of those Deliverables.
- 1.2 Other than as provided by clause 1.1,
- 1.2.1 these Conditions apply to and form part of the Contract between the Supplier and the Customer, and they supersede any previously issued terms and conditions of purchase or supply,
- 1.2.2 all Quotations are conditional on the acceptance by the Customer of these Conditions and no terms or conditions endorsed on, delivered with, or contained in the Customer's request for quotation, tender, purchase conditions, purchase order, confirmation of order, correspondence, specification or other document shall form part of the Contract except as set out on the face of the Quotation.
- 1.3 No variation of these Conditions, a Quotation or to the Contract, shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of each of the Customer and the Supplier respectively.
- 1.4 If the Customer wishes to discuss the creation of a Master Agreement they should contact their account manager, sales representative or send an email to legal@itigroup.com. All proposals are received and made strictly subject to contract.

2 Quotations

- 2.1 The Supplier may issue Quotations to the Customer from time to time. All Quotations are capable of acceptance on these Conditions by the Customer for:
- 2.1.1 the period set out in the Quotation;
- 2.1.2 where no period is specified, 30 days from the date of the Quotation; or
- 2.1.3 such longer period as the Supplier may determine at its absolute discretion, either before or after the acceptance of that Quotation by the Customer, and communicated in writing to the Customer.
- 2.2 All Quotations are subject to the assumptions, exclusions and limitations set out therein and the Customer Warranties.
- 2.3 The Supplier may issue Budget Quotations to the Customer from time to time which provide indicative Prices for Deliverables and are subject to acceptance by the Customer only on the terms of clause 2.4.
- 2.4 The Supplier may at its absolute discretion, either before or after acceptance by the Customer, confirm in writing to the Customer that a Budget Quotation shall be deemed to be a Quotation capable of acceptance on these Conditions. Where the Supplier confirms that a Budget Quotation shall be deemed to be a Quotation, the Customer agrees that:
- 2.4.1 all Prices are subject to an increase by the Supplier at the level set out in the Quotation or, where no level is specified, up to 15% of the total Prices quoted; and
- 2.4.2 the date of the Quotation shall be deemed to be the earlier of:
- (a) the date of the Budget Quotation; and
- (b) the date and time immediately before the Customer's acceptance of the Quotation, not the date of any subsequent confirmation from the Supplier.
- 2.5 Marketing and other promotional material relating to the Deliverables are illustrative only and do not form part of the Contract.

3 Orders

- 3.1 Each Order by the Customer to the Supplier shall be an acceptance of the Supplier's Quotation to sell the Deliverables subject to the Contract including these Conditions. If the Customer is unwilling to accept the Quotation on this basis it shall:
- 3.1.1 clearly and unequivocally inform the Supplier of the rejection of the Quotation; or
- 3.1.2 take no affirmative steps to accept the Quotation, such as issuing a purchase order.
- The Supplier shall take the issue of a purchase order referencing the Quotation or the Deliverables to be acceptance of the Supplier's Quotation on these Conditions, notwithstanding anything else contained on the face of the purchase order.
- 3.2 All Orders will be acknowledged by the Supplier to provide the Customer with information regarding the administration of the Contract. The provision of an Order Acknowledgement by the Supplier shall not be deemed to be the acceptance of any offer made by the Customer
- 3.3 If the Customer has not accepted the Supplier's offer, an Order Acknowledgement shall be a counter-offer to provide the Deliverables set out in the relevant Quotation on the terms of that Quotation and deemed to be accepted by the Customer unless they expressly object within the period specified.

4 Price

- 4.1 The price for the Deliverables shall be as set out in the Quotation and confirmed in the Order or, where no such provision is set out, shall be calculated in accordance with the Supplier's scale of charges in force from time to time (the **Price**).
- 4.2 The Prices are exclusive of:
- 4.2.1 packaging, delivery, insurance, shipping carriage, and all other related charges which are not expressly included in the Quotation, which shall be charged in addition at the Supplier's standard rates; and
- 4.2.2 where the Location is not the Supplier's office, reasonable out-of-pocket expenses, travel and subsistence costs associated with the provision of the Services at the Location; and
- 4.2.3 any tax, duty or assessment, including any applicable VAT which the Supplier is obliged to pay and/or collect from the Customer in respect of any supply under the Contract (other than tax on the Supplier's income), in each case which the Customer shall pay as set out in an invoice.
- 4.3 The Customer shall pay any applicable VAT to the Supplier on receipt of a valid VAT invoice.
- 4.4 The Supplier may increase the Prices of the Services at any time by giving the Customer not less than 30 days' notice in writing provided that:
- 4.4.1 the first increase shall only be effective after the end of the first Contract Year;
- 4.4.2 there shall only be one increase in any Contract Year; and
- 4.4.3 the increase shall not exceed the increase in the Retail Prices (All items) Index published by the Office for National Statistics, or such other suitable replacement index, in the 12 months immediately prior to the notice.
- 4.5 In addition to the annual increase in clause 4.4, the Supplier may increase the Prices of the Deliverables at any time on not less than 30 days' notice in writing to the Customer where there is an increase in the direct cost to the Supplier of supplying the relevant Deliverables which is due to any factor beyond the reasonable control of the Supplier. For the avoidance of doubt, this clause shall also apply where the cost of the Goods to be procured by the Supplier from 3rd parties has increased from the cost applicable at the date of the Quotation.
- 4.6 If the Customer does not agree with any increase in the Prices notified under clauses 4.4 or 4.5 then the Customer may terminate this Contract by giving the Supplier no less than 7 days' notice prior to the date on which the price increase take effect and provided always that the Customer shall accept performance (at the original prices) of any services in respect of which the Supplier had (at or prior to the time of receiving such notice) entered into an irrevocable commitment with any third party in connection with the services.

5 Payment

- 5.1 The Supplier shall invoice the Customer for the Deliverables, partially or in full, at any time following placement of an Order, but in respect of Services only, no more frequently than once per week.
- 5.2 The Customer shall pay all invoices in full without deduction or set-off, in cleared funds within 30 days of the date of each invoice, and to the bank account nominated by the Supplier.
- 5.3 Time of payment is of the essence. Where sums due under these Conditions are not paid in full by the due date:

- 5.3.1 the Supplier may, without limiting its other rights, charge interest and other amounts due under the Late Payment of Commercial Debts (Interest) Act 1998 on invoiced amounts unpaid by the due date at the rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment, and
- 5.3.2 interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.
- 5.4 All invoices issued by the Supplier under or in connection with the Contract shall be accompanied by a sufficiently detailed breakdown of the Price.
- 5.5 The Supplier may set and vary credit limits from time to time and withhold all further supplies if the Customer exceeds such credit limit.

6 Delivery of Goods

- 6.1 The Goods shall be delivered by the Supplier, or its nominated carrier, to the Location on or before the date(s) specified in the Delivery Plan.
- 6.2 The Customer shall not be entitled to reject a delivery of the Goods on the basis that an incorrect volume of the Goods has been supplied. Where the delivered volume is less than the ordered volume the delivery shall be an instalment. Where the delivered volume is greater than the ordered volume, the Customer shall inform the Supplier immediately and store and insure the Goods pending collection by the Supplier. The Supplier may agree in writing to transfer title in the greater volume of Goods to the Customer.
- 6.3 The Supplier may deliver the Goods in instalments. Any delay or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 6.4 Each delivery of Goods shall be accompanied by a delivery note stating:
- 6.4.1 the date of the Order;
- 6.4.2 the relevant Customer and Supplier details;
- 6.4.3 the product numbers and type and quantity of Goods in the consignment;
- 6.4.4 any special instructions, handling and other requests; and
- 6.4.5 whether any packaging material is to be returned, in which case the Customer shall, after the Goods are unpacked, make them available for collection by the Supplier at the Supplier's expense.
- 6.5 If the Customer fails to accept delivery of the Goods the Supplier shall store and insure the Goods pending delivery; and the Customer shall pay all reasonable storage and insurance charges and pay the Supplier on demand all other reasonable expenses incurred by the Supplier arising from the failure.
- 6.6 If after 20 Business Days following the last day of the period for delivery or collection of the Goods, the Customer has not taken delivery of or collected them, the Supplier may resell or otherwise dispose of the Goods without any obligation or liability to the Customer, except as provided for in clauses 6.6.1 and 6.6.2. The Supplier shall:
- 6.6.1 deduct all reasonable storage charges and costs of resale; and
- 6.6.2 account to the Customer for any excess of the resale price over, or invoice the Customer for any shortfall of the resale price below, the Price paid by the Customer for the Goods.

7 Risk and Title

- 7.1 The Goods shall be deemed delivered on arrival of the Goods at the Location. Risk in the Goods shall pass to the Customer on delivery. The Customer shall be responsible for the unloading of all Goods.
- 7.2 Title to the Goods shall pass to the Customer once the Supplier has received payment in full and cleared funds for the Goods.
- 7.3 Until title to the Goods has passed to the Customer, the Customer shall:
- 7.3.1 hold the Goods as bailee for the Supplier;
- 7.3.2 store the Goods separately from all other material in the Customer's possession;
- 7.3.3 take all reasonable care of the Goods and keep them in the condition in which they were delivered;
- 7.3.4 insure the Goods from the date of delivery: (i) with a reputable insurer (ii) against all risks (iii) for an amount at least equal to their Price (iv) noting the Supplier's interest on the policy;
- 7.3.5 ensure that the Goods are clearly identifiable as belonging to the Supplier;
- 7.3.6 not remove or alter any mark on or packaging of the Goods;
- 7.3.7 inform the Supplier immediately if it becomes subject to any of the events or circumstances set out in clauses 18.2.1 to 18.2.4 or 18.3.1 to 18.3.13; and
- 7.3.8 on reasonable notice permit the Supplier to inspect the Goods during the Customer's normal business hours and provide the Supplier with such information concerning the Goods as the Supplier may request from time to time.
- 7.4 Notwithstanding clause 7.3, the Customer may use or resell the Goods in the ordinary course of its business until such time as it becomes aware or ought reasonably to have become aware that an event specified in clauses 18.2.1 to 18.2.4 or 18.3.1 to 18.3.13 has occurred or is likely to occur.
- 7.5 If the Customer resells the Goods in accordance with clause 7.4, title to the Goods shall pass to the Customer immediately prior to the resale.
- 7.6 If, at any time before title to the Goods has passed to the Customer, the Customer informs the Supplier, or the Supplier reasonably believes, that the Customer has or is likely to become subject to any of the events specified in clauses 18.2.1 to 18.2.4 or 18.3.1 to 18.3.13, the Supplier may:
- 7.6.1 require the Customer at the Customer's expense to re-deliver the Goods to the Supplier; and
- 7.6.2 if the Customer fails to do so promptly, enter any premises where the Goods are stored and repossess them.

8 Performance of the Services

- 8.1 The Services shall be performed by the Supplier at the Location on or by the date(s) specified in the Quotation or subsequently notified to the Customer from time to time (the **"Delivery Plan"**).
- 8.2 The Services shall be deemed delivered by the Supplier:
- 8.2.1 where the Services provide for Installation or Commissioning, on the earlier of:
- (a) acceptance in writing by the Customer of completion of Installation or Commissioning, which shall not be delayed on account of additions, minor omissions or defects which do not materially affect the use of the Equipment or Goods; and
- (b) when the Equipment or Goods have satisfactorily passed such tests as the Supplier reasonably deems necessary to prove the correct function of the Equipment or Goods; and
- (c) one calendar month after the Equipment or Goods have been put into use by the Customer.
- 8.2.2 where the Services provide for the availability of the Supplier Personnel (e.g. a support contract), on earlier of:
- (a) the start date of the Services as set out in the Quotation; and
- (b) the date that the Services are first made available for the Customer.
- 8.2.3 in all other cases, on completion of the performance of each part the Services at the Location as confirmed by the Supplier in writing detailing the category, type and quantity of Services performed.
- 8.3 Where the Location for the provision of the Services is not the offices of the Supplier, the Customer shall:
- 8.3.1 afford to the authorised personnel of the Supplier, free of charge, full and safe access to the Location and shall provide adequate free working space and such other facilities including, but not limited to, lighting, heating and an adequate electricity supply as necessary,
- 8.3.2 ensure that such Supplier personnel are at all times accompanied by a member of the Customer staff familiar with the Location and safety procedures,
- 8.3.3 provide to such personnel those refreshments as are necessary,

- 8.3.4 upon request, afford all reasonable assistance to the Supplier in obtaining information on all rules and regulations applicable to the Location,
- 8.3.5 at its own expense prepare the Location and provide such environmental and operational conditions prior to provision of the Services as are necessary,
- 8.3.6 provide free of charge all necessary facilities and Plant, Equipment, computer hardware, power and internet connection (except such equipment or hardware as is to be installed by the Supplier under the Contract) and competent operators as and when required,
- 8.3.7 to be responsible for ensuring that such is correctly installed and is sufficient and suitable for its purpose and that any adjustments which may be required by the Supplier are carried out expeditiously, and
- 8.3.8 provide adequate facilities for the safe storage of the tools and equipment belonging to the Supplier, free of charge, at or adjacent to the Location.
- 9 Delay**
- 9.1 If the Supplier is not of the essence in relation to the performance or delivery of the Deliverables. The Supplier shall use its reasonable endeavours to meet estimated dates for delivery and performance as set out in the Delivery Plan, but any such dates are indicative only.
- 9.2 The Supplier shall not be liable for any delay in or failure of performance, and shall be entitled to amend the Delivery Plan accordingly, caused by:
- 9.2.1 the Customer's failure to make the Location available;
- 9.2.2 the Customer's failure to prepare the Location either in accordance with the Supplier's instructions or as reasonably required for the Deliverables;
- 9.2.3 the Customer's failure to provide the Supplier with adequate instructions for performance or delivery or otherwise relating to the Deliverables;
- 9.2.4 breach of the Customer Warranties; or
- 9.2.5 Force Majeure.
- 9.3 Where delivery or performance of the Deliverables is delayed at the request of, or because of the acts or omissions of, the Customer, the Customer shall pay the Supplier all additional costs and expenses incurred, including the time cost of internal resources, as a direct result of the delay.
- 10 Change Control**
- 10.1 The Customer wishes to make a change to any of the Deliverables, Prices, Delivery Plan or to any term of the Contract, including the addition of new Deliverables or modification of existing Deliverables ("Change"), the following provisions shall apply.
- 10.1.1 as soon as reasonably practicable the Parties shall discuss the relevant Change to agree whether they can proceed further with the proposed Change or to abandon the proposed Change. Subject to clause 10.1.3 the Supplier shall not unreasonably withhold or delay its agreement or consent to any Change;
- 10.1.2 if the parties agree to proceed further with a Change following discussions under clause 10.1.1, the Supplier shall (unless otherwise agreed by the Parties) within 5 Business Days, and at no additional cost to the Customer, prepare and submit to the Customer a document setting out details of the Change (a "CCN");
- 10.1.3 the Customer agrees that any Change, including a reduction the scope of the services or suspension in delivery, may cause the Supplier to incur additional costs to implement which will be included in the CCN;
- 10.1.4 for each CCN submitted, the Customer shall within 5 business days (unless otherwise agreed by the Parties), as appropriate approve the CCN, notify the Supplier that of rejection of the CCN or require the Supplier to amend the CCN to make it acceptable to the Customer and/or provide the Customer with additional information about the CCN. The Supplier shall use all reasonable endeavours to amend the CCN in accordance with the Customer's instructions; and
- 10.1.5 once approved, the CCN may be Accepted by Customer who shall:
- (a) sign and return the final CCN or other agreed form of variation; and
- (b) issue the Supplier with a purchase order for any increase in the Price.
- 10.2 Unless and until the Change has been Accepted, the Parties shall continue to perform their respective obligations under the Contract without that variation.
- 10.3 The Supplier may amend the Delivery Plan from time to time by notice to the Customer, provided that no change shall affect the Specification or the Price, where the Supplier shall follow the process in clause 10.1.
- 10.4 Except as set out in clause 4.4, 4.5, 9.3 or 10.3, no variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and these Conditions and is duly signed or executed by, or on behalf of, each party.
- 11 Warranty and Standards of Service**
- 11.1 The Supplier warrants that, for the Warranty Period, the Goods shall:
- 11.1.1 conform in all material respects to the Specification;
- 11.1.2 be free from material defects in design, material and workmanship; and
- 11.1.3 any media on which the results of the Services are supplied shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979.
- 11.2 The Warranty Period shall be extended by the Supplier as set out in the Quotation or insofar as an equivalent warranty for the Goods is provided by a 3rd party supplier and the benefit can be assigned to the Customer.
- 11.3 The Supplier warrants that, at the time of performance the Services shall:
- 11.3.1 conform in all material respects to the Specification;
- 11.3.2 be performed with reasonable care and skill.
- 11.4 Where the Supplier is in breach of the Contract or the Goods or Services fail to comply the warranties set out in clauses 11.1 or 11.3 (as applicable), as the Customer's sole and exclusive remedy, the Supplier shall, at its option, correct, repair, remedy, re-perform or refund the portion Deliverables that do not comply, provided that the Customer:
- 11.4.1 serves a written notice on Supplier not later than five Business Days from delivery or performance in the case of defects discoverable by a physical inspection, or within a reasonable period of time from delivery or performance in the case of latent defects;
- 11.4.2 such notice specifies that some or all of the Deliverables do not comply with clause 11.1 and identifying in sufficient detail the nature and extent of the defects;
- 11.4.3 at its own risk, sends any defective Goods to the location nominated by the Supplier for examination; and
- 11.4.4 gives the Supplier a reasonable opportunity to examine the claim of the defective Deliverables.
- 11.5 The provisions of these Conditions shall apply to any Deliverables that are corrected, repaired, remedied or re-performed with effect from delivery or performance of those Deliverables.
- 11.6 The Supplier shall not be liable for any failure of the Goods to comply with clause 11.1:
- 11.6.1 where such failure arises by reason of wear and tear, wilful damage, negligence, or could be expected to arise in the normal course of use of the Goods;
- 11.6.2 to the extent caused by the Customer's failure to comply with the Supplier's instructions in relation to the Goods, including any instructions on installation, operation, storage or maintenance;
- 11.6.3 to the extent caused by the Supplier following any specification, instruction or requirement of or given by the Customer in relation to the Goods;
- 11.6.4 where the Customer modifies any Goods without the Supplier's prior written consent or, having received such consent, not in accordance with the Supplier's instructions; or
- 11.6.5 where the Customer uses any of the Goods after notifying the Supplier that they do not comply with clause 11.1.
- 11.7 Except as set out in this Clause 11, the Supplier gives no warranty and makes no representations in relation to the Deliverables including their suitability or fitness for any purpose intended by the Customer whether or not communicated to the Supplier and all warranties and conditions (including the conditions implied by ss 12–16 of the Supply of Goods and Services Act 1982 and ss 13–15 of the Sale of Goods Act 1979), whether express or implied by statute, common law or otherwise are excluded to the extent permitted.
- 11.8 The Customer warrants that it has provided the Supplier with all relevant, full and accurate information as to the Customer's business and needs and has selected the Deliverables based solely on the Customer's own assessment suitability of the Deliverables for its needs and their fitness for the intended purpose(s) (the "Customer Warranties").
- 11.9 Services shall be provided on a reasonable endeavours basis only in relation to EoL Systems and the Supplier shall not be liable for any failure of the Deliverables where such failure relates to or arises from an EoL System or any breach of the Customer Warranties.
- 12 Indemnity and insurance**
- 12.1 The Customer shall indemnify, and keep indemnified, the Supplier from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by the Supplier as a result of or in connection with the Customer's breach of any of the Customer's obligations under the Contract.
- 12.2 The Supplier shall have in place contracts of insurance with reputable insurers to cover its obligations under the Contract and against personal injury and death arising out of or in consequence of the provision of performance Deliverables by the Supplier. On request, the Customer shall supply so far as is reasonable evidence of the maintenance of the insurance from time to time applicable.
- 13 Limitation of liability**
- 13.1 The extent of the parties' liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 13.
- 13.2 Subject to clause 13.3 and 13.5, the Supplier total liability to the Customer shall not exceed the lesser of (a) the total Price, and (b) £50,000.
- 13.3 The liability of the Supplier under the indemnity set out in clause 14.8 shall be £1,000,000 (one million pounds) in aggregate.
- 13.4 Subject to clause 13.5, the Supplier shall not be liable for consequential, indirect or special losses, or for any loss of profit, loss of revenue, loss or corruption of data, loss or corruption of software or systems, loss or damage to equipment, loss of use, loss of production, loss of contract, loss of commercial opportunity, loss of savings, discount or rebate (whether actual or anticipated), harm to reputation or loss of goodwill, and/or wasted expenditure, or any losses relating to or arising from an EoL System.
- 13.5 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:
- 13.5.1 death or personal injury caused by negligence;
- 13.5.2 fraud or fraudulent misrepresentation;
- 13.5.3 any other losses which cannot be excluded or limited by Applicable Law;
- 13.5.4 payment of the Price properly due.
- 14 Intellectual property**
- 14.1 No Intellectual Property Rights of either Party are transferred or licensed as a result of the Contract, except as set out in this clause 14.
- 14.2 Each party shall retain and own all Intellectual Property Rights in its own Background IPR.
- 14.3 Supplier grants the Customer a non-exclusive, non-transferable, non-sublicensable, licence to use the Supplier's Background IPR to the extent reasonably necessary for the Customer to receive, and enjoy the benefit of, the Services and Deliverables in accordance with the provisions of this Contract.
- 14.4 Unless stated in a Quotation, the Supplier shall retain and own all Foreground IPR and the Supplier grants the Customer a non-exclusive, non-transferable, non-sublicensable, licence to use the Supplier's Foreground IPR to the extent reasonably necessary for the Customer to receive, and enjoy the benefit of, the Services and Deliverables in accordance with the provisions of this Contract.
- 14.5 Where stated in a Quotation, the Supplier assigns to the Customer the Foreground IPR, and the Customer grants the Supplier a non-exclusive, non-transferable, royalty free, perpetual licence to use the Foreground IPR for its own commercial purposes, including business and product development.
- 14.6 The Customer shall retain the Intellectual Property Rights in the Customer Materials and the Customer grants the Supplier a non-exclusive, non-transferable, non-sublicensable (save to its subcontractors) licence during the Term to use the Customer Materials to the extent reasonably necessary for the provision of the Services.
- 14.7 The Supplier shall be entitled to use in any way it deems fit any skills, techniques or know-how acquired or developed or used in connection with this Contract provided always that such skills, techniques or know-how do not breach the confidentiality of the other party's Confidential Information.
- 14.8 The Supplier shall indemnify the Customer from and against any losses, damages, liability, costs and expenses (including reasonable professional fees) incurred by it as a result of any action, demand or claim that use of the Deliverables infringes the Intellectual Property Rights of any third party (**IPR Claim**), provided that the Supplier shall have no such liability if the Customer:
- 14.8.1 does not notify the Supplier in writing setting out full details of any IPR Claim of which it has notice as soon as is reasonably possible;
- 14.8.2 makes any admission of liability or agrees any settlement or compromise of the relevant IPR Claim without the prior written consent of the Supplier;
- 14.8.3 does not let the Supplier at its request and own expense have the conduct of or settle all negotiations and litigation arising from the IPR Claim at its sole discretion;
- 14.8.4 does not take all reasonable steps to minimise the losses that may be incurred by it or by any third party as a result of the IPR Claim;
- 14.8.5 does not, at the Supplier's request, provide the Supplier with all reasonable assistance in relation to the IPR Claim (at the Customer's expense) including the provision of prompt access to any relevant premises, officers, employees, contractors or agents of the Customer;
- 14.8.6 uses the Deliverables in combination with any other goods or services, which without such combination, no IPR Claim could or would have been made.
- 14.9 If any IPR Claim is made or is reasonably likely to be made, the Supplier may at its option:
- 14.9.1 procure for the Customer the right to continue receiving the benefit of the relevant Deliverables; or
- 14.9.2 modify or replace the infringing part of the Deliverables so as to avoid the infringement or alleged infringement, provided the Deliverables remain in material conformance to their Specification.
- 14.10 The Supplier's obligations under clause 14.8 shall not apply to Deliverables modified or used by the Customer other than in accordance with the Contract or the Supplier's instruction, for any purpose other than agreed by the Supplier, or for any combination of the Deliverables with any Equipment not supplied by the Supplier. The Customer shall indemnify the Supplier against all losses, damages, liability, costs and expenses (including reasonable legal fees) incurred by the Supplier in connection with any claim arising from such modification or use.
- 15 Confidentiality and announcements**
- 15.1 This clause shall supersede any prior agreements relating to the protection of confidential information and the Deliverables.
- 15.2 Each Party shall keep confidential all Confidential Information of the other Party and of any Affiliate of the other Party and shall only use the same as required to perform or receive the benefit of the Contract. The provisions of this clause shall not apply to:
- 15.2.1 any information which was in the public domain at the date of the Contract;
- 15.2.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;
- 15.2.3 any information which is independently developed by the party without using or access to information supplied by the other Party or by any Affiliate of the other Party; or

- 15.2.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.
- except that the provisions of clauses 15.2.1 to 15.2.3 shall not apply to information to which clause 15.5 relates.
- 15.3 This clause shall remain in force for a period of five years from the termination of the Contract.
- 15.4 The Customer shall not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority. Upon request and at its own cost, the Customer shall provide the Supplier with reasonable assistance to create and approve for publication a case study or reference relating to the Deliverables.
- 15.5 To the extent any Confidential Information is Protected Data such Confidential Information may be disclosed or used only to the extent such disclosure or use is in compliance with and does not conflict with any provisions of clause 16.
- 16 Processing of personal data**
- 16.1 The parties agree that the Customer and the Supplier are each independent Controllers for the purposes of processing Protected Data pursuant to the Contract. The parties shall at all times comply with all Data Protection Laws in connection with the processing of Protected Data. The Customer shall ensure all instructions given by it to the Supplier in respect of Protected Data (including the terms of the Contract) shall at all times be in accordance with all Data Protection Laws. Nothing in the Contract relieves the Customer of any responsibilities or liabilities under any Data Protection Laws.
- 16.2 The Supplier shall process Protected Data in compliance with the obligations placed on it under Data Protection Laws and the terms of the Contract.
- 17 Non-solicitation**
- 17.1 In order to protect the legitimate business interests of each party, during the Term and for 12 months afterwards, neither party shall, either directly or indirectly, by or through itself, its affiliate, its agent or otherwise, or in conjunction with its affiliate, its agent or otherwise, whether for its own benefit or for the benefit of any other person:
- 17.1.1 solicit, entice or induce, or endeavour to solicit, entice or induce, any Restricted Person with a view to employing or engaging the Restricted Person, or
- 17.1.2 employ or engage, or offer to employ or engage a Restricted Person without the prior written consent of the other party.
- 17.2 Notwithstanding clause 17.1 either party may employ or engage any Restricted Person who has responded directly to a bona fide recruitment drive either through a recruitment agency engaged by the relevant party or via an advertisement placed publicly by the relevant party (either in the press, social media, online or in trade and industry publications).
- 17.3 In the event of a breach of clause 17.1 the party in breach shall pay to the other party by way of liquidated damages an amount equivalent to 12 months gross salary of the Restricted Person
- 17.4 The provisions in clause 17.3 shall be without prejudice to a party's ability to seek damages or claim injunctive relief.
- 18 Term and Termination**
- 18.1 The Contract shall commence on the acceptance of an Order pursuant to clause 3 and terminate automatically on the later of completion of the Deliverables and payment of the Price.
- 18.2 The Supplier may terminate the Contract or any other contract which it has with the Customer at any time by giving notice in writing to the Customer if:
- 18.2.1 the Customer commits a material breach of the Contract and such breach is not remediable;
- 18.2.2 the Customer commits a material breach of the Contract which is not remedied within 21 days of receiving written notice of such breach;
- 18.2.3 the Customer has failed to pay any amount due under the Contract on the due date and such amount remains unpaid within 30 days after the Supplier has given notification that the payment is overdue; or
- 18.2.4 any consent, licence or authorisation held by the Customer is revoked or modified such that the Customer is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled.
- 18.3 The Supplier may terminate the Contract at any time by giving notice in writing to the Customer if the Customer:
- 18.3.1 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;
- 18.3.2 is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the Supplier reasonably believes that to be the case;
- 18.3.3 becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
- 18.3.4 becomes subject to a moratorium under Part A1 of the Insolvency Act 1986;
- 18.3.5 becomes subject to a restructuring plan under Part 26A of the Companies Act 2006;
- 18.3.6 becomes subject to a scheme of arrangement under Part 26 of the Companies Act 2006;
- 18.3.7 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
- 18.3.8 has a resolution passed for its winding up;
- 18.3.9 has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
- 18.3.10 is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within seven days of that procedure being commenced;
- 18.3.11 has a freezing order made against it;
- 18.3.12 is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title in those items;
- 18.3.13 is subject to any events or circumstances analogous to those in clauses 18.3.1 to 18.3.12 in any jurisdiction.
- 18.4 The Supplier may terminate the Contract at any time by giving not less than four weeks' notice in writing to the Customer if the Customer undergoes a change of Control.
- 18.5 If the Customer becomes aware that any event has occurred, or circumstances exist, which may entitle the Supplier to terminate the Contract under this clause 18, it shall immediately notify the Supplier in writing.
- 18.6 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of the Supplier at any time up to the date of termination.
- 19 Anti-bribery**
- 19.1 For the purposes of this clause 19 the expressions 'adequate procedures' and 'associated with' shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.
- 19.2 Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and ensure that:
- 19.2.1 all of that party's personnel;
- 19.2.2 all others associated with that party; and
- 19.2.3 all of that party's subcontractors;
- involved in performing the Contract so comply.
- 19.3 Without limitation to clause 19.2, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.
- 19.4 The Customer shall immediately notify the Supplier as soon as it becomes aware of a breach or possible breach by the Customer of any of the requirements in this clause 19.
- 19.5 Any breach of this clause 19 by the Customer shall be deemed a material breach of the Contract that is not remediable and shall entitle the Supplier to immediately terminate the Contract by notice under clause 18.2.1.
- 20 Anti-slavery**
- 20.1 The Supplier shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy.
- 20.2 The Customer confirms and agrees that:
- 20.2.1 neither the Customer nor any of its officers, employees, agents or subcontractors has:
- (a) committed an offence under the Modern Slavery Act 2015 (an **MSA Offence**); or
- (b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
- (c) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;
- 20.2.2 it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy; and
- 20.2.3 it has implemented due diligence procedures to ensure compliance with the Modern Slavery Act 2015 and the Modern Slavery Policy in its business and supply chain, and those of its officers, employees, agents or subcontractors, which will be made available to the Supplier on request at any time throughout the Contract.
- 20.3 The Customer shall notify the Supplier immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of the Customer's obligations under clause 20.2. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Customer's obligations.
- 20.4 Any breach of clause 20.2 by the Customer shall be deemed a material breach of the Contract and shall entitle the Supplier to terminate the Contract with immediate effect.
- 21 Notices**
- 21.1 Any notice given by a party under these Conditions shall:
- 21.1.1 be in writing and in English;
- 21.1.2 be signed by, or on behalf of, the party giving it; and
- 21.1.3 be sent to the relevant party at the address set out in the Contract
- 21.2 Notices may be given, and are deemed received:
- 21.2.1 by hand: on receipt of a signature at the time of delivery;
- 21.2.2 by Royal Mail Recorded Signed For post: at 9.00 am on the second Business Day after posting;
- 21.3 Any change to the contact details of a party as set out in the Contract shall be notified to the other party in accordance with clause 21.1 and shall be effective:
- 21.3.1 on the date specified in the notice as being the date of such change; or
- 21.3.2 if no date is so specified, 5 Business Days after the notice is deemed to be received.
- 21.4 All references to time are to the local time at the place of deemed receipt.
- 21.5 This clause does not apply to notices given in legal proceedings or arbitration.
- 21.6 A notice given under these Conditions is not validly served if sent by email.
- 22 Entire agreement**
- 22.1 The parties agree that the Contract and any documents entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.
- 22.2 Each party acknowledges that it has not entered into the Contract or any documents entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that it is not expressly set out in the Contract or any documents entered into pursuant to it. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.
- 22.3 Nothing in these Conditions purports to limit or exclude any liability for fraud.
- 23 Assignment**
- 23.1 The Customer may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without the Supplier's prior written consent, such consent not to be unreasonably withheld or delayed.
- 23.2 Notwithstanding clause 23.1, the Customer may perform any of its obligations and exercise any of its rights granted under the Contract through any Affiliate provided that it gives the Supplier prior written notice of such subcontracting or assignment including the identity of the relevant Affiliate. The Customer acknowledges and agrees that any act or omission of its Affiliate in relation to the Customer's rights or obligations under the Contract shall be deemed to be an act or omission of the Customer itself.
- 24 General**
- 24.1 Cumulative remedies: The rights and remedies provided in the Contract for the Supplier only are cumulative and not exclusive of any rights and remedies provided by law.
- 24.2 Time: Unless stated otherwise, time is of the essence for any date or period specified in the Contract in relation to the Customer's payment obligations only.
- 24.3 Further assurance: The Customer shall at the request of the Supplier, and at the Customer's own cost, do all acts and execute all documents which are necessary to give full effect to the Contract.
- 24.4 Set off: The Customer shall pay all sums that it owes to the Supplier under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.
- 24.5 No partnership or agency: The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.
- 24.6 Equitable relief: The Customer recognises that any breach or threatened breach of the Contract may cause the Supplier irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to the Supplier, the Customer acknowledges and agrees that the Supplier is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.
- 24.7 Severance: If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected. If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with the minimum such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.
- 24.8 Waiver: No failure, delay or omission by the Supplier in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy. No single or partial exercise of any right, power or remedy provided by law or under the Contract by the Supplier shall prevent any future exercise of it or the exercise of any other right, power or remedy by the Supplier.
- 24.9 Compliance with law: The Customer shall comply with Applicable Law and shall maintain such licences, authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.
- 24.10 Conflicts within contract: If there is a conflict between the terms contained in the Conditions and the terms of the Quotation schedules, appendices or annexes to the Contract, the terms of the Quotation shall apply to the extent of the conflict.
- 24.11 Costs and expenses: The Customer shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of the Contract (and any documents referred to in it).
- 24.12 Third party rights: Except as expressly provided for in clause 24.12, 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 of the provisions of the Contract. Any Affiliate of the Supplier shall be entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the

	Contract. The consent of any such Affiliate is not required in order to rescind or vary the Contract or any provision of it.
24.13	Force majeure: Neither party shall have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Contract which result from Force Majeure. The party subject to the Force Majeure event shall promptly notify the other party in writing when such the event causes a delay or failure in performance and when it ceases to do so. If the Force Majeure event continues for a continuous period of more than 60 days, the party not affected may terminate the Contract by written notice to the other party.
25	Dispute resolution
25.1	Any dispute arising between the parties out of or in connection with the Contract shall be dealt with in accordance with the provisions of this clause 25.
25.2	The dispute resolution process may be initiated at any time by either party serving a notice in writing on the other party that a dispute has arisen. The notice shall include reasonable information as to the nature of the dispute.
25.3	The parties shall use all reasonable endeavours to reach a negotiated resolution through the following procedure:
25.3.1	Within five Business Days of service of the notice, the <i>contract managers</i> of each of the parties shall meet to discuss the dispute and attempt to resolve it.
25.3.2	If the dispute has not been resolved within ten Business Days of the first meeting of the <i>contract managers</i> , then the matter shall be referred to the chief operating officers (or persons of equivalent seniority) of each of the parties. The chief operating officers (or equivalent) shall meet within ten Business Days to discuss the dispute and attempt to resolve it.
25.4	Either party may issue formal legal proceedings at any time whether or not the steps referred to in clause 25.3 have been completed.
26	Governing law & Jurisdiction
26.1	The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.
26.2	The parties irrevocably agree 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, its subject matter or formation (including non-contractual disputes or claims).
27	Definitions and interpretation
27.1	In these Conditions the following definitions apply:
Accepted	the acceptance of a Change pursuant to clause 10
Affiliate	means any entity that directly or indirectly Controls, is Controlled by or is under common Control with, another entity;
Applicable Law	means all applicable laws, legislation, statutory instruments, regulations and governmental guidance having binding force whether local or national;
Background IPR	means all Intellectual Property Rights which (a) exist prior to this Contract or the performance of the Services, (b) are created by the Supplier independently of this Contract, or (c) otherwise not Foreground IPR;
Bribery Laws	means the Bribery Act 2010 and all Applicable Laws in connection with bribery or anti-corruption;
Budget Quotation	means a cost estimated provided by the Supplier relating to Deliverables which is made subject to the terms of that Budget Quotation and which is not a Quotation capable of acceptance other than in the circumstances set out in clause 2.4;
Business Day	means a day other than a Saturday, Sunday or bank or public holiday when banks generally are open for non-automated business in England;
CCN	means a Change Control Note created in compliance with clause 10.1, which shall to the extent relevant, contain a CCN serial number, the originator and date of the request for the relevant Change, the reason for the relevant Change, full details of the relevant Change, details costs for implementing the Change and any variations to the Charges to be made as a result of the relevant Change), a timetable for implementing the relevant Change, the consequential amendments on the provision of the Services and provision for signature by the Parties. A CCN may be in the form of a new or revised Quotation.
Change	has the meaning set out in clause 10.1
Commissioning	shall mean the checking and adjusting testing and proving of the Equipment and/or Goods or any portion thereof and shall include the making of any necessary electrical and/or mechanical connections between the Equipment and/or Goods and the Customer's Plant.
Conditions	means the Supplier's terms and conditions of sale set out in this document;
Confidential Information	means any commercial, financial or technical information, information relating to the Deliverables, plans, know-how or trade secrets which is obviously confidential in nature or has been identified as confidential, or which is developed by the Customer in performing its obligations under, or otherwise pursuant to the Contract;
Contract	means this agreement between the Supplier and the Customer for the sale and purchase of the Deliverables incorporating these Conditions and the Quotation, and including all its schedules, attachments, annexures (as applicable and set out in the Quotation) and any statements of work, and as varied by any agreed CCNs;
Control	has the meaning given to it in section 1124 of the Corporation Tax Act 2010 and Controls, Controlled and under common Control shall be construed accordingly;
Controller	shall have the meaning given in applicable Data Protection Laws from time to time;
Core Conditions	means clauses 1 to 27 ITI Conditions of Supply ref F1004-4;
Customer	means the named party in the Contract which has agreed to purchase the Deliverables from the Supplier and whose details are set out in the Quotation;
Customer Warranties	mean the warranties set out in clause 11.8;
Data Protection Laws	means, as binding on either party or the Deliverables:
	(a) the GDPR;
	(b) the Data Protection Act 2018;
	(c) any laws which implement or supplement any such laws; and
	(d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;
Data Subject Deliverables	shall have the meaning in applicable Data Protection Laws from time to time; means the Goods or Services or both as the case may be;

Delivery Plan	means the time schedule and sequence of events for the provision of performance of Deliverables as set out in the Quotation or subsequently notified to the Customer by the Supplier;
Documentation	means any descriptions, instructions, manuals, literature, technical details or other related materials supplied in connection with the Deliverables;
EoL System	means any Plant, equipment or systems owned or operated by the Customer, or any Equipment or Goods supplied by the Supplier which are not currently marketed, sold, updated or supported by the original equipment manufacturer in line with their ordinary and published produce lifecycles;
Equipment	means all machinery, apparatus, materials and articles which have been supplied by the Supplier or by another party under a separate contract and which are to be commissioned by the Supplier in accordance with the provisions of the Contract.
Force Majeure	means an event or sequence of events beyond a party's reasonable control (after exercise of reasonable care to put in place robust back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster, war, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, or material required for performance of the Contract, strike, lockout or boycott or other industrial action including those involving the Supplier's or its suppliers' workforce, but excluding the Customer's inability to pay or circumstances resulting in the Customer's inability to pay;
Foreground IPR	means the Intellectual Property Rights which exist in the Services and the Deliverables created under this Contract for the Customer;
GDPR	means the General Data Protection Regulation, Regulation (EU) 2016/679, as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time);
Goods	means the goods and related accessories, spare parts and Documentation and other physical material set out in the Quotation and to be supplied by the Supplier to the Customer in accordance with the Contract;
Intellectual Property Rights or IPR Rights	means copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in goodwill, rights in software, rights in Confidential Information, rights to invention, rights to sue for passing off, domain names and all other intellectual property rights and similar rights and, in each case:
	(a) whether registered or not
	(b) including any applications to protect or register such rights
	(c) including all renewals and extensions of such rights or applications
	(d) whether vested, contingent or future
	(e) to which the relevant party is or may be entitled, and
	(f) in whichever part of the world existing;
Installation	means the fixing in place of the Equipment and/or Goods, their interconnection and their connection to the required electrical power supplies and other utilities;
IPR Claim	has the meaning given in clause 14.8;
Location	means the address or addresses for delivery of the Goods and performance of the Services as set out in the Quotation or such other address or addresses as notified agreed in writing by the Supplier and Customer;
Master Agreement	means a pre-existing agreement effective at both the date of the Quotation and the Customer's acceptance of the Quotation relevant to the Deliverables, intended by the parties to cover their contractual relationship and from which the Customer is entitled to request the Supplier provide Quotations and Deliverables;
Modern Slavery Policy	means the Supplier's anti-slavery and human trafficking policy in force and notified to the Customer from time to time;
MSA Offence	has the meaning given in clause 20.2.1;
Order	means the Customer's acceptance of a Quotation in whatever form referencing the Deliverables and / or a Quotation;
Order Acknowledgement	written confirmation by the Supplier to the Customer of the terms of the Contract on these Conditions, including details relating to contract administration;
Personal Data	has the meaning given in the applicable Data Protection Laws from time to time;
Plant	shall mean all machinery, apparatus, materials and tools reasonably required to be provided by the Customer to the Supplier for use in order to provide the Services;
Price	has the meaning given in clause 4.1;
processing	has the meaning given to it in applicable Data Protection Laws from time to time (and related expressions, including process , processed , and processes shall be construed accordingly);
Processor	has the meaning given to it in applicable Data Protection Laws from time to time;
Protected Data	means Personal Data received from or on behalf of the Customer in connection with the performance of the Supplier's obligations under the Contract;
Quotation	means the quotation, tender response or other offer by the Supplier to provide Deliverables to the Customer on the terms set out in that document including all its schedules, attachments, annexures and statements of work;
Restricted Person	means any person employed or engaged by the Supplier at any time during the Term in who has or had material contact or dealings with the Customer or otherwise been involved in the provision of the Deliverables;
SaaS Conditions	means the additional and amended terms applicable to SaaS Services as set out in Appendix 1 of these Conditions;
SaaS Services	means any Software as a Service to be provided by the Supplier if and as set out in a Quotation;

Services	means the services set out in the Quotation and to be supplied by the Supplier to the Customer in accordance with the Contract;	30.5.2	only provide Authorised Users with access to the Services via the access method provided by the Supplier and shall not provide access to (or permit access by) anyone other than an Authorised User; and
Specification	means the description or Documentation provided for the Deliverables set out or referred to in the Contract;	30.5.3	procure that each Authorised User (and each Authorised Affiliate) is aware of, and complies with, the obligations and restrictions imposed on the Customer under our Contract, including all obligations and restrictions relating to the Supplier's Confidential Information.
Supplier	means the ITI Group company listed on the Quotation, and if no company is listed, ITI Operations Limited (co no 4608506) whose Registered Office is at ITI Group, Rotherside Road, Sheffield, S21 4HL;	30.6	The Customer warrants and represents that it, and all Authorised Users and all others acting on its or their behalf (including systems administrators) shall, keep confidential and not share with any third party (or with other individuals except those with administration rights at the Customer and its Authorised Affiliate's organisation as necessary for use of the Service) their password or access details for any Subscribed Service.
Supplier Personnel	all employees, officers, staff, other workers, agents and consultants of the Supplier, its Affiliates and any of their sub-contractors who are engaged in the performance of the Services from time to time;	30.7	The Customer shall (and shall ensure all Authorised Affiliates and Authorised Users shall) at all times comply with the Acceptable Use Policy and all other provisions of our Contract.
Term	means the term of the Contact as calculated in clause 18.1	30.8	If any password has been provided to an individual that is not an Authorised User, the Customer shall, without delay, disable any such passwords and notify the Supplier immediately.
VAT	means value added tax under the Value Added Tax Act 1994 or any other similar sale or fiscal tax applying to the sale of the Deliverables; and	30.9	The Customer shall comply (and shall ensure all Authorised Affiliates and Authorised Users comply) with all applicable laws, rules, and regulations governing export that apply to the Services, the Customer Data and the Documentation (or any part), and shall not export or re-export, directly or indirectly, separately or as a part of a system, the Services, the Customer Data or the Documentation (or any part) to, or access or use the Services, the Customer Data or the Documentation (or any part) in, any country or territory for which an export licence or other approval is required under the laws of the United Kingdom, without first obtaining such licence or other approval. The Customer shall be solely responsible for ensuring its access, importation and use of the Services, the Customer Data and Documentation in or into any part of the Subscribed Territory or elsewhere complies with all export and other laws.
Warranty Period	the period of time set out in the Quotation, or where no period is specified, on delivery only.	30.10	Clauses 30.5 to 30.9 (inclusive) shall survive termination or expiry of our Contract.
27.2	In these Conditions, unless the context otherwise requires:	31 Indemnity	
27.2.1	a reference to the Contract includes these Conditions, the Quotation, and their respective schedules, appendices and annexes (if any);	31.1	The Customer shall indemnify, keep indemnified and hold harmless the Supplier from and against any losses, claims, damages, liability, costs (including legal and other professional fees) and expenses incurred by it (or any of its Affiliates) as a result of the Customer's breach of this Contract.
27.2.2	any clause, schedule or other headings in these Conditions are included for convenience only and shall have no effect on the interpretation of these Conditions;	31.2	This clause 31 shall survive termination or expiry of our Contract.
27.2.3	a reference to a 'party' means either the Supplier or the Customer and includes that party's personal representatives, successors and permitted assigns;	32 Support	
27.2.4	a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;	32.1	Support Services shall be available for each Subscribed Service to the Customer for the duration of the respective Term, to the extent and in the manner specified in the relevant Service Specific Conditions and Quotation.
27.2.5	a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;	32.2	The Supplier shall use reasonable endeavours to notify the Customer in advance of scheduled maintenance but the Customer acknowledges that it may receive no advance notification for downtime caused by Force Majeure or for other emergency maintenance.
27.2.6	a reference to a gender includes each other gender;	33 Changes to services and terms	
27.2.7	words in the singular include the plural and vice versa;	33.1	The Supplier may at its absolute discretion make, and notify the Customer of, updated versions of all documents referred to in any part of our Contract (excluding in each case the Quotation) from time to time by notifying the Customer of such update by e-mail (together with a copy of the update or a link to a copy of the update) or by any other reasonable means which the Supplier elects (Update Notification).
27.2.8	any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;	33.2	The document(s) subject to such Update Notification shall replace the preceding version of the same document(s) for the purposes of our Contract from the date 20 Business Days' after Update Notification of such revised document(s) (the Update) (or at such later date as the Supplier may specify).
27.2.9	a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form;	33.3	In the event that the Customer reasonably believes that any Update materially impacts it negatively in any manner it may by notice elect to terminate our Contract in respect of all impacted Subscribed Services provided it exercises such right prior to such Update taking effect pursuant to clause 33.2 on not less than 10 Business Days prior written notice and notifies the Supplier at the time of exercising such right of the negative impact which has caused it to exercise this right. In the event of such termination the Customer shall receive a refund of any pre-paid Fees in respect of such terminated Services.
27.2.10	a reference to legislation is a reference to that legislation as in force at the date of the Contract;	33.4	The Customer acknowledges that the Supplier shall be entitled to modify the features and functionality of the Services. The Supplier shall use reasonable endeavours to ensure that any such modification does not materially adversely affect the use of the relevant Subscribed Service(s) by the Supplier's customers generally. The Supplier may, without limitation to the generality of this clause 33.4, establish new limits on the Services (or any part), including limiting the volume of data which may be used, stored or transmitted in connection with the Service, remove or restrict application programming interfaces or make alterations to data retention periods, provided such changes are introduced by Update to the relevant impacted contractual documents.
27.2.11	a reference to legislation includes all subordinate legislation made as at the date of the Contract under that legislation; and	34 Warranties	
27.2.12	a reference to any English action, remedy, method of judicial proceeding, court, official, legal document, legal status, legal doctrine, legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English equivalent in that jurisdiction.	34.1	Subject to the remainder of this clause 34, the Supplier warrants that:
Appendix 1 SaaS Conditions		34.2	each Subscribed Service shall operate materially in accordance with its Specification when used in accordance with our Contract under normal use and normal circumstances during the relevant Subscribed Service Period; and
28 Application of the Core Conditions		34.3	it shall provide each of the Services with reasonable care and skill.
28.1	Save as set out in these SaaS Conditions, the Core Conditions shall apply in full and these SaaS Conditions shall be read to incorporate and amend those Core Conditions.	34.4	The Customer acknowledges that clause 34.1 does not apply to free or trial Services or to Support Services provided in connection with the same. Without prejudice to the Supplier's obligations under our Contract in respect of free or trial Services and Support Services provided in connection with the same are provided 'as is' and without warranty to the maximum extent permitted by law.
29 Rights of use		34.5	The Services may be subject to delays, interruptions, errors or other problems resulting from use of the internet or public electronic communications networks used by the parties or third parties. The Customer acknowledges that such risks are inherent in cloud services and that the Supplier shall have no liability for any such delays, interruptions, errors or other problems.
29.1	The Supplier grants the Customer a non-exclusive, non-transferable, personal right to:	34.6	If there is a breach of any warranty in clause 34.1 the Supplier shall at its option: use reasonable endeavours to repair or replace the impacted Services within a reasonable time or (whether or not it has first attempted to repair or replace the impacted Service) refund the Fees for the impacted Services which were otherwise payable for the period during which the Supplier was in breach of any such warranty (provided such period is at least 5 consecutive days). To the maximum extent permitted by law, this clause 34.6 sets out the Customer's sole and exclusive remedy (however arising, whether in contract, negligence or otherwise) for any breach of any of the warranties in clause 34.1.
29.2	use each Subscribed Service during Service Hours; and	34.7	The warranties in clause 34.1 are subject to the limitations set out in Core Conditions and shall not apply to the extent that any error in the Services arises as a result of:
29.3	copy and use the Documentation as strictly necessary for its use by Authorised Users of the Subscribed Services, within the relevant Subscribed Territory during the Term for the Permitted Purpose.	34.7.1	incorrect operation or use of the Services by the Customer or any Authorised User (including any failure to follow the Documentation or failure to meet minimum specifications);
29.4	The Customer acknowledges that	34.7.2	use of any of the Services other than for the purposes for which it is intended;
29.5	access to the Subscribed Services may not be available immediately upon the placement of an Order, and are subject to a reasonable period of setup and configuration by the Supplier;	34.7.3	use of any Services with other software or services or on equipment with which it is incompatible (unless the Supplier recommended or required the use of that other software or service or equipment in the Documentation);
29.6	use of the Subscribed Services is at all times subject to the Customer's compliance with this Contract and the requirements identified in this Contract (including all minimum system requirements).	34.7.4	any act by any third party (including hacking or the introduction of any virus or malicious code);
29.7	The Customer acknowledges that the Services do not include:	34.7.5	any modification of Services (other than that undertaken by the Supplier or at its direction); or
29.8	any services, systems or equipment required to access the internet (and that the Customer is solely responsible for procuring access to the internet and for all costs and expenses in connection with internet access, communications, data transmission and wireless or mobile charges incurred by it in connection with use of the Services);	34.7.6	any breach of the Contract by the Customer or by any Authorised User.
29.9	dedicated data back up or disaster recovery facilities (and the Customer should ensure it at all times maintains backups of all Customer Data); or	34.8	The Supplier may make Third Party Materials available for the Customer's use in connection with the Services. The Customer agrees that:
29.10	legal, accounting or other professional or regulated services and that, except as expressly stated in our Contract, no assurance is given that the Services will comply with or satisfy any legal or regulatory obligation of any person.		
30 Authorised Users			
30.1	The Customer shall ensure that only Authorised Users use the Subscribed Services and that such use is at all times in accordance with our Contract. The Customer shall ensure that Authorised Users are, at all times while they have access to the Subscribed Services, the employees or contractors of the Customer or the Authorised Affiliates.		
30.2	The Customer shall keep a list of all Authorised Users and shall notify the Supplier if any updates to any list of Authorised Users are made or required, including when Authorised Users cease to be employed or engaged by a relevant entity such that they are no longer entitled to be Authorised Users. Where termination of such relationship is known in advance, the Supplier shall provide such information as soon as reasonably possible prior to such termination of that relationship, together with the date such person shall cease to be an Authorised User. It is the sole responsibility of the Customer to keep the list of Authorised Users up to date in order to secure access to the Subscribed Services.		
30.3	The Customer shall ensure that the number of Authorised Users for each Subscribed Service do not exceed the number of Authorised Users accounts, as set out in the Quotation, for the relevant Subscribed Service at any time. Authorised User accounts cannot be shared or used by more than one individual at the same time. The Customer is entitled to remove one individual as an Authorised User and replace them with another individual provided that the removed individual is not added as an Authorised User within 30 days of being removed.		
30.4	Without prejudice to any other right or remedy of the Supplier, in the event the Customer is in breach of clause 30.3 then:		
30.4.1	the warranties in clause 34.1 shall cease to apply to the relevant Subscribed Service for the duration of the period during which the Customer is in breach of clause 30.3; and		
30.4.2	the Customer shall be liable to pay for the number of Authorised Users above the number of Purchased Authorised Users Accounts for that Subscribed Service for the minimum Subscription Period in accordance with the Supplier's standard pricing terms. Customer shall pay any invoice issued in respect of additional Authorised Users under this clause in line with the terms of this Contract.		
30.5	The Customer shall:		
30.5.1	be liable for the acts and omissions of the Authorised Users and the Authorised Affiliates as if they were its own;		

34.8.1	the Supplier has no responsibility for the use or consequences of use of any Third Party Materials;	36.13.6	any breach of our Contract by the Customer;
34.8.2	the Customer's use of any Third-Party Materials shall be governed by the applicable terms between the Customer and the owner or licensor of the relevant Third Party Materials;	36.13.7	installation or use of the Services (or any part) otherwise than in accordance with our Contract and the User Manual; or
34.8.3	the Customer is solely responsible for any Third-Party Materials used in connection with the Services and for compliance with all applicable third party terms which may govern the use of such Third-Party Materials; and	36.13.8	installation or use of the Services (or any part) in combination with any software, hardware or data that has not been supplied or expressly authorised by the Supplier.
34.8.4	the continued availability, compatibility with the Services and performance of the Third-Party Materials is outside the control of the Supplier and the Supplier has no responsibility for any unavailability of or degradation in the Services to the extent resulting from the availability, incompatibility or performance of any of the Third-Party Materials;	36.14	Subject to clause 13.5, the provisions of this clause 0 set out the Customer's sole and exclusive remedy (howsoever arising, including in contract, tort, negligence or otherwise) for any IP Claim.
34.9	The Customer acknowledges that no liability or obligation is accepted by the Supplier (howsoever arising whether under contract, tort, in negligence or otherwise):	37 Customer Systems and Customer Data	
34.9.1	that the Subscribed Services shall meet the Customer's individual needs, whether or not such needs have been communicated to the Supplier;	37.1	Customer Data shall at all times remain the property of the Customer or its licensors.
34.9.2	that the operation of the Subscribed Services shall not be subject to minor errors or defects; or	37.2	Except to the extent the Supplier has direct obligations under data protection laws, the Customer acknowledges that the Supplier has no control over any Customer Data hosted as part of the provision of the Services and may not actively monitor or have access to the content of the Customer Data. The Customer shall ensure (and is exclusively responsible for) the accuracy, quality, integrity and legality of the Customer Data and that its use (including use in connection with the Service) complies with all applicable laws and Intellectual Property Rights.
34.9.3	that the Subscribed Services shall be compatible with any other software or service or with any hardware or equipment except to the extent expressly referred to as compatible in Documentation.	37.3	If the Supplier becomes aware of any allegation that any Customer Data may not comply with the Acceptable Use Policy or any other part of our Contract the Supplier shall have the right to permanently delete or otherwise remove or suspend access to any Customer Data which is suspected of being in breach of any of the foregoing from the Services and/or disclose Customer Data to law enforcement authorities (in each case without the need to consult the Customer). Where reasonably practicable and lawful the Supplier shall notify the Customer before taking such action.
34.10	Other than as set out in this clause 34, and subject to clause 13.5, all warranties, conditions, terms, undertakings or obligations whether express or implied by statute, common law or otherwise and including any implied terms relating to quality, fitness for any particular purpose or ability to achieve a particular result are excluded to the extent permitted by law.	37.4	Except as otherwise expressly agreed in our Contract, the Supplier shall not be obliged to provide the Customer with any assistance extracting, transferring or recovering any data whether during or after the Service Period. The Customer acknowledges and agrees that it is responsible for maintaining safe backups and copies of any Customer Data, including as necessary to ensure the continuation of the Customer's and Authorised Affiliates' businesses. The Customer shall, without limitation, ensure that it backs up (or procures the back up of) all Customer Data regularly (in accordance with its, its Authorised Affiliates and its Authorised User's needs) and extracts it from each Subscribed Service prior to the termination or expiry of our Contract or the cessation or suspension of any of the Services.
35 Customer's responsibilities		37.5	The Supplier routinely undertakes regular backups of the Subscribed Services (which may include Customer Data) for its own business continuity purposes. The Customer acknowledges that such steps do not in any way make the Supplier responsible for ensuring the Customer Data does not become inaccessible, damaged or corrupted. To the maximum extent permitted by applicable law, the Supplier shall not be responsible (under any legal theory, including in negligence) for any loss of availability of, or corruption or damage to, any Customer Data.
35.1	The Customer shall, and shall ensure all Authorised Users shall, at all times comply with all applicable laws relating to the use or receipt of the Services, including laws relating to privacy, data protection and use of systems and communications, and the Acceptable Use terms.	37.6	Unless otherwise set out in the Quotation, the Service Specific Conditions or subsequently agreed by the parties in writing, the Customer hereby instructs that the Supplier shall within 60 days of the earlier of the end of the provision of the Services (or any part) relating to the processing of the Customer Data securely dispose of such Customer Data processed in relation to the Services (or any part) which have ended (and all existing copies of it) except to the extent that any applicable laws of England and Wales requires the Supplier to store such Customer Data. The Supplier shall have no liability (howsoever arising, including in negligence) for any deletion or destruction of any such Customer Data undertaken in accordance with our Contract. Notwithstanding the above, the Supplier shall be entitled to retain the Results for its own business purposes.
36 Intellectual property		38 Suspension	
36.1	Clause 14 of the Core terms shall not apply to Subscription Services or Support Services, and this clause 36 shall apply.	38.1	The Supplier may suspend access to the Services (or any part) to all or some of the Authorised Users if:
36.2	All Intellectual Property Rights in and to the Services (including in all Applications, Documentation, all Supplier Provided Materials and the Results) belong to and shall remain vested in the Supplier or the relevant third party owner. To the extent that the Customer, any of its Affiliates or any person acting on its or their behalf acquires any Intellectual Property Rights in the Applications, Documentation, Supplier Provided Materials or any other part of the Services, the Customer shall assign or procure the assignment of such Intellectual Property Rights with full title guarantee (including by way of present assignment of future Intellectual Property Rights) to the Supplier or such third party as the Supplier may elect. The Customer shall execute all such documents and do such things as the Supplier may consider necessary to give effect to this clause 36.2.	38.1.1	the Supplier suspects that there has been any misuse of the Services or breach of our Contract;
36.3	The Supplier has no obligation to deliver any copies of any software to the Customer in connection with our Contract or the Services.	38.1.2	the Customer fails to pay any sums due to the Supplier by the due date for payment; or
36.4	The Customer and Authorised Users may be able to store or transmit Customer Data using one or more Subscribed Service and the Subscribed Services may interact with Customer Systems. Subject always to clause 15 of the Core Conditions, the Customer hereby grants a royalty-free, non-transferable, non-exclusive licence for the Supplier (and each of its direct and indirect sub-contractors) to use, copy and other otherwise utilise the Customer Data and Customer Systems to the extent necessary to perform or provide the Services or to exercise or perform the Supplier's rights, remedies and obligations under our Contract including the extent necessary to use the Results for internal business and product development purposes and for commercial exploitation.	38.1.3	required by law, by court or governmental or regulatory order.
36.5	To the extent Third Party Materials are made available to, or used by or on behalf of the Customer any Authorised User in connection with the use or provision of any Subscribed Service, such use of Third Party Materials (including all licence terms) shall be exclusively governed by applicable third party terms notified or made available by the Supplier or the third party and not by our Contract. The Supplier grants no Intellectual Property Rights or other rights in connection with any Third-Party Materials.	38.2	Where the reason for the suspension is suspected misuse of the Services or breach of our Contract, without prejudice to its rights under clause 18, the Supplier will take steps to investigate the issue and may restore or continue to suspend access at its discretion.
36.6	The Supplier may use any feedback and suggestions for improvement relating to the Services provided by the Customer or any Authorised User without charge, attribution or limitation (Feedback). The Customer hereby assigns (or shall procure the assignment of) all Intellectual Property Rights in the Feedback with full title guarantee (including by way of present assignment of future Intellectual Property Rights) to the Supplier at the time such Feedback is first provided to the Supplier.	38.3	In relation to suspensions under clause 38.1.2, access to the Services will be restored promptly after the Supplier receives payment in full and cleared funds.
36.7	The Customer hereby waives (and shall ensure all relevant third parties have waived) all rights to be identified as the author of any work, to object to derogatory treatment of that work and all other moral rights in the Intellectual Property Rights assigned to the Supplier under our Contract.	38.4	Fees shall remain payable during any period of suspension notwithstanding that the Customer, Authorised Affiliates or some or all of the Authorised Users may not have access to the Services.
36.8	Except for the rights expressly granted in our Contract, the Customer and any Authorised User shall not acquire in any way any title, rights of ownership, or Intellectual Property Rights of whatever nature in the Services (or any part including the Applications or Documentation) and no Intellectual Property Rights of either party are transferred or licensed as a result of our Contract.	39 Renewals	
Defence against infringement claims		39.1	Unless the Quotation specifies there shall be no automatic renewals and subject to clause 39.2, on expiry of the Subscribed Service Period indicated in the Quotation for each Subscribed Service the Subscribed Service Period shall continue and automatically renew for a further period of twelve months (first Renewal Date) and thereafter renew for a further period of twelve months on each anniversary of the first Renewal Date (each of the first Renewal Date and each such anniversary being a Renewal Date). This clause 39.1 shall not apply in respect of free or trial Services (which shall not renew unless otherwise expressly stated in the Quotation).
36.9	Subject to clauses 36.10 and 36.13, the Supplier shall:	39.2	If either party wishes for the Subscribed Service Period to expire on the next Renewal Date, it may cause the Subscribed Service to expire on that Renewal Date by notice provided such notice is served at least 3 months prior to that Renewal Date. If notice is not served within the timeframes set out in this clause 39.2, the Subscribed Service shall renew at the next Renewal Date in accordance with clause 39.1.
36.9.1	defend at its own expense any claim brought against the Customer by any third party alleging that the Customer's use of the Services infringes any copyright, database right or registered trade mark, registered design right or registered patent in the United Kingdom (an IP Claim); and	40 Definitions and interpretation	
36.9.2	pay, subject to clause 36.11, all costs and damages awarded or agreed in settlement or final judgment of an IP Claim.	40.1	In this Appendix the following definitions apply:
36.10	The provisions of clause 36.9 shall not apply unless the Customer:	Authorised Users	means, in respect of the relevant Subscribed Service, the named users authorised by the Customer to use that Subscribed Service in accordance with the terms of our Contract;
36.10.1	promptly [(and in any event within <i>[insert]</i> Business Days)] notifies the Supplier upon becoming aware of any actual or threatened IP Claim and provides full written particulars;	Documentation	means: the description of the relevant Subscribed Service (as Updated from time to time), which is included in the Quotation (the Description); in respect of each Subscribed Service, the relevant instructions as to how to use that part of the Services made available by the Supplier (as Updated from time to time) (the User Manual);
36.10.2	makes no comment or admission and takes no action that may adversely affect the Supplier's ability to defend or settle the IP Claim;	Materials	means all services, data, information, content, Intellectual Property Rights, websites, software and other materials provided by or on behalf of the Supplier in connection with the Services, but excluding all Customer Data;
36.10.3	provides all assistance reasonably required by the Supplier subject to the Supplier paying the Customer's reasonable costs; and	Permitted Downtime	means: (a) scheduled maintenance which the Supplier shall use reasonable endeavours to undertake from 2am to 6am (UK time); (b) emergency maintenance; or (c) downtime caused in whole or part by Force Majeure.
36.10.4	gives the Supplier sole authority to defend or settle the IP Claim as the Supplier considers appropriate.	Permitted Purpose	means use solely for the Customer's internal business operations and, in respect of each Subscribed Services, also for the internal business of operations of the Authorised Affiliates identified in respect of that Subscribed Service on the Quotation, in each case in accordance with the applicable Documentation and our Contract. Permitted Purpose expressly excludes any of the following to the maximum extent permitted by law: copying, reproducing, publishing, distributing, redistributing, broadcasting, transmitting, modifying, adapting, editing, abstracting,
36.11	The provisions of clause 13 shall apply to any payment of costs and damages awarded or agreed in settlement or final judgment of an IP Claim under clause 36.9.		
36.12	In the event of any IP Claim the Supplier may elect to terminate our Contract immediately by written notice and promptly refund to the Customer on a pro-rata basis for any unused proportion of Fees paid in advance. This clause 36.12 is without prejudice to the Customer's rights and remedies under clauses 36.9.		
36.13	The Supplier shall have no liability or obligation under this clause 0 in respect of (and shall not be obliged to defend) any IP Claim which arises in whole or in part from:		
36.13.1	any modification of the Services (or any part) without the Supplier's express written approval;		
36.13.2	any Third Party Materials;		
36.13.3	any Customer Data;		
36.13.4	any free or trial Services (or any Support Services provided in connection with them);		
36.13.5	any Open Source Software;		

storing, archiving, displaying publicly or to third parties, selling, licensing, leasing, renting, assigning, transferring, disclosing (in each case whether or not for charge) or in any way commercially exploiting any part of any Subscribed Service or Documentation;

permitting any use of any Subscribed Service or Documentation in any manner by any third party (including permitting use in connection with any timesharing or service bureau, outsourced or similar service to third parties or making any Subscribed Service or Documentation (or any part) available to any third party or allowing or permitting a third party to do any of the foregoing (other than to the Authorised Affiliates for the Permitted Purpose));

combining, merging or otherwise permitting any Subscribed Service (or any part of it or any Application) to become incorporated in any other program or service, or arranging or creating derivative works based on it (in whole or in part); or

attempting to reverse engineer, observe, study or test the functioning of or decompile the Applications or the Services (or any part),

except as expressly permitted under our Contract.

Results means the IPR Rights which arise in connection with the performance of the Services, including any analysis of the Customer Data and its Deliverables;

Service Hours means 24/7/365 excluding Permitted Downtime;

Service Specific Conditions any specific terms and conditions applicable to a Subscribed Service as identified or set out in a Quotation;

Subscribed Services means each cloud service to which the Customer has subscribed as set out in the Quotation (and **Subscribed Service** shall refer to each respective service separately);

Subscribed Territory means, in respect of the relevant Subscribed Service, the territories identified in the Quotation except to the extent it is illegal (including as a result of any embargo) under the laws of the United Kingdom, any member of the European Union or the United States (as binding on any person) for the Subscribed Service to be provided to or received within such territories from time to time, and where no territories are defined, England.