TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES BY ATG

1 Definitions and interpretation

1.1 In this Agreement:

Acceptable Use Policy	means ATG's policy concerning the use of the Services as set out in Schedule 1;
Agreement Term	is as defined in clause 3.1;
ATG	means Archer Technology Group Ltd (with company number 13978784 and with its registered office address at Portland House, 113-116 Bute Street, Cardiff, Wales, CF10 5EQ, or such other registered office address from time to time);
ATG IPR	is as defined in clause 9.1.2;
Business Day	means a day other than a Saturday, Sunday or bank or public holiday in England and Wales;
Commencement Date	means the date of the first Schedule of Services Order entered into pursuant to the terms of this Agreement;
Confidential Information	means all information (whether in oral, written or electronic form) relating to a party's business which may reasonably be considered to be confidential in nature including information relating to that party's technology, business, management, Know-how, Intellectual Property Rights, assets, finances, strategy, products and customers;
Control	has the meaning given to it in section 1124 of the Corporation Tax Act 2010 and the expressions change of Control, Controls and Controlled shall be construed accordingly;
Customer	means the person that purchases Products and/or Services from ATG pursuant to a Schedule of Services Order and as identified in such Schedule of Services Order;

Customer Dependencies	means any actions (including those required pursuant to any recommendations of ATG to protect the Customer and its data, systems and networks against threats such as unauthorised access, cyberattacks, data breaches and other security incidents), resources, information, decisions, approvals, personnel or access required from the Customer and communicated to the Customer by ATG from time to time that are necessary for the successful performance, delivery or completion of ATG's obligations under this Agreement and include those set out in any applicable Schedule of Services Order and/or Statement of Works;
Customer Equipment	means any Customer equipment including any software, hardware, network equipment or connectivity (whether Customer or third party owned), which does not form part of the Supported System and which is not a Product, which ATG requires use of (or otherwise interacts with) in connection with the provision of the Products and/or Services;
Disaster Recovery Services	means the recurring disaster recovery services to be provided in relation to the Supported System, including the process and procedures undertaken by ATG to restore and recover the Supported System following a major disruptive event that causes significant disruption to the Customer's normal business operations but which shall not, for the avoidance of doubt, include the replacement of any Hardware or other Customer Equipment;
EULA	is as defined in clause 9.3;
Extension Period	is as defined in clause 4.2;
Fees	means: (a) the Product Prices; (b) the Support Fees;

(c) the Professional Services Fees; and/or

(d) any other fees payable by the Customer to ATG under this Agreement or as set out in any Schedule of Services Order,

as the context requires, and each as varied from time to time in accordance with this Agreement;

Force Majeure Event means any act, event, omission or accident beyond the reasonable control of ATG that could not have been reasonably anticipated or avoided by ATG, which prevents it from, or delays it in, performing its obligations under this Agreement;

Good Industry Practice in relation to the Services provided by ATG, means the exercise of that degree of care, professionalism, skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or company engaged in the same type of activity under the same or similar circumstances;

Group Company means in relation to any company, every other company which is from time to time a subsidiary or holding company of that company or a subsidiary of any such holding company (and the terms **subsidiary** and **holding company** shall have the meanings given to them by section 1159 and Schedule 6 of the Companies Act 2006);

Hardware means hardware provided by ATG to the Customer as set out in the relevant Schedule of Services Order (if any);

Incident Response Services means the recurring cyber security breach handing services to be provided in relation to the Supported System in the event of a cyber security breach, including the process and actions of ATG to identify, contain and investigate confirmed or suspected cyber

	security incidents affecting the Supported System;
Initial Term	means the initial term of the relevant Managed Services as set out in the relevant Schedule of Services Order (as applicable) commencing on the 'Effective Date' specified in the relevant Schedule of Services Order;
Intellectual Property Rights	means copyright, patents, rights in inventions, rights in Confidential Information, Know-how, trade secrets, trade marks, service marks, trade names, design rights, rights in get-up, database rights, rights in data, semi-conductor chip topography rights, utility models, domain names, rights in computer software and all similar rights of whatever nature 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; and (d) whether vested, contingent or future, wherever existing;
Know-how	means inventions, discoveries, improvements, processes, formulae, techniques, specifications, technical information, methods, tests, reports, component lists, manuals, instructions, drawings and information relating to customers and suppliers (whether written or in any other form and whether confidential or not);
Losses	means all liabilities, costs, expenses (including legal expenses), claims, actions, proceedings, damages, fines and/or penalties;
Malware	means viruses, Trojan horses, worms, time-bombs, logic-bombs, malicious scripts, keystroke loggers, spyware, ransomware,

	adware, keyloggers or any other harmful programs or similar computer code, software, file, program or item (including through a network, system or device, such as a "Man-in-the Middle Attack) designed to infiltrate, disrupt, damage, disable, intercept, redirect, gain unauthorised access to or adversely affect the operation of any computer software, network, device, data, service or hardware (including the Supported System) or compromise the confidentiality, integrity or availability of information or systems;
Managed Hardware	means Hardware that is managed pursuant to the provision of Managed IT Support Services;
Managed IT Support Services	means the recurring management, monitoring, maintenance and user support services to be provided in relation to the Supported System via ATG's helpdesk and as detailed in any support services specification provided by ATG to the Customer from time to time, but excluding any Incident Response Services or Disaster Recovery Services;
Managed Services	means the recurring services to be provided in relation to the Supported System, constituting any or all of (i) the Managed IT Support Services; (ii) any other recurring services detailed in the relevant Schedule of Services Order; (iii) the Incident Response Services; and (iv) the Disaster Recovery Services, as specified and set out in the relevant Schedule of Services Order, if any;
Professional Services	means the implementation, consultancy, training, configuration, development, or other professional services set out in the relevant Schedule of Services Order (not including any Managed Services), if any;
Professional Services Fees	means the fees to be paid by the Customer to ATG for Professional Services as set out in the relevant Schedule of Services Order;

Product Prices	means the prices to be paid by the Customer to ATG for Products as set out in the relevant Schedule of Services Order;
Products	means Hardware and/or Software (as the context requires);
Schedule of Services Order	means a schedule of services order entered into between the Customer and ATG under this Agreement in respect of the Products and/or Services to be provided by ATG to the Customer, using the form set out in Schedule 2;
Schedule of Services Order Term	means: (a) where Managed Services alone are provided under the relevant Schedule of Services Order, the Support Term; (b) where the relevant Schedule of Services Order does not include Managed Services, unless otherwise set out in the Schedule of Services Order, the period from the date of the Schedule of Services Order until the date the Professional Services have been completed and/or Products have been fully provided; or (c) where: (i) Managed Services; (ii) Professional Services; and (iii) Products are provided under the same Schedule of Services Order, unless otherwise set out in the Schedule of Services Order, the Schedule of Services Order Term shall commence on the earlier of the commencement of the Support Term or the date of the Schedule of Services Order and shall continue until the expiry of the later of the Support Term and the date the Professional Services have been completed and/or Products have been fully provided (as per (b) above);

Service Credits	means any Service Credits actually received by ATG from any third party supplier and which are attributable to the Services provided to the Customer;
Services	means Professional Services and/or Managed Services (as the context requires);
Software	means software provided by ATG to the Customer as set out in the relevant Schedule of Services Order;
Statement of Works	means (where applicable) the document titled 'Statement of Works' provided by ATG to the Customer and setting out further details of any Professional Services to be provided and which shall only be applicable upon agreement of a Statement of Services Order relating to the same Professional Services;
Support Fees	means the fees to be paid by the Customer to ATG for the relevant Managed Services as set out in the relevant Schedule of Services Order;
Supported System	means the hardware and/or software for which ATG shall provide the relevant Managed Services as set out in the relevant Schedule of Services Order (whether Products and/or existing hardware and/or software for which ATG is taking over support hereunder (if applicable)), if any;
Support Term	means the Initial Term and any Extension Periods;
TUPE Regulations	means the Transfer of Undertakings (Protection of Employment) Regulations 2006;
Update	means a software maintenance update, patch or bug-fix which does not constitute an Upgrade;
Upgrade	means a version or release of software intended to have new or improved functionality or designated by ATG as an upgrade; and

VAT	means United Kingdom value added tax, any other tax imposed in substitution for it and any equivalent or similar tax imposed outside the United Kingdom.

1.2 In this Agreement:

1.2.1 a reference to this Agreement includes its schedules, appendices and annexes (if any);

1.2.2 the table of contents, background section and any clause, schedule or other headings in this Agreement are included for convenience only and shall have no effect on the interpretation of this Agreement;

1.2.3 unless the context otherwise requires, reference to a 'clause' shall be to a clause of the main body of this Agreement and reference to a 'paragraph' shall be a reference to the relevant paragraph of a schedule;

1.2.4 a reference to a 'party' includes that party's personal representatives, successors and permitted assigns;

1.2.5 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;

1.2.6 a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;

1.2.7 a reference to a gender includes each other gender;

1.2.8 words in the singular include the plural and vice versa;

1.2.9 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;

1.2.10 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form;

1.2.11 each of the obligations of the Customer (and each of the rights and remedies of ATG) are cumulative and each such obligation (and right and remedy) shall be without prejudice to any other to the maximum extent permitted by applicable mandatory law;

1.2.12 a reference to any legislation or legislative provision is a reference to it as amended, extended, re-enacted or consolidated from time to time;

1.2.13 a reference to legislation includes all subordinate legislation made from time to time under that legislation;

1.2.14 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;

1.2.15 in the case of:

(a) any inconsistency between the provisions of any EULA and this Agreement, the provisions of the relevant EULA shall prevail;

(b) (other than as set out above) any inconsistency between any provision of the schedules to this Agreement and any clause of this Agreement, the latter shall prevail;

(c) any inconsistency between any provision of the annexes or appendices and any provision of the schedules, the latter shall prevail;

(d) subject to sub-clause (a) above, any inconsistency between a provision of a Schedule of Services Order and any other provision of this Agreement, the provisions of the Schedule of Services Order shall prevail over any provisions of this Agreement; and

(e) subject to sub-clause (a) above, any inconsistency between a provision of a Statement of Works and a Schedule of Services Order and any other provision of this Agreement, the provisions of the Schedules of Services Order/this Agreement shall prevail.

1.2.16 subject to the order of priority between documents in clause (d), later versions of documents shall prevail over earlier ones if there is any conflict or inconsistency between them.

2 Contract structure and Statements of Work

2.1 A Schedule of Services Order constitutes an offer by ATG to supply Products and/or Services in accordance with this Agreement and the terms of the Schedule of Services Order. ATG may withdraw any Schedule of Services Order prior to signature by the parties at any time at its sole discretion.

2.2 This Agreement applies during the Agreement Term in respect of the Products and/or Services to be provided by ATG to the Customer pursuant to a Schedule of Services Order.

2.3 Each Schedule of Services Order shall be binding once signed by the final party to sign it and shall continue for the Schedule of Services Order Term (unless terminated earlier in accordance with the provisions of this Agreement).

2.4 Each Schedule of Services Order shall be deemed to be an order for Products and/or Services under, and shall form part of, this Agreement (and shall not constitute a separate contract) and the provisions of this Agreement shall apply (as applicable) to the Products and/or Services provided under the Schedule of Services Order.

2.5 Any descriptive matter relating to Products and/or Services or advertising issued by ATG and not contained in the Schedule of Services Order are issued and/or published for the sole purpose of giving an approximate idea of the Products and/or Services described in them. They shall not form part of the Schedule of Services Order nor have any contractual force.

2.6 The terms of this Agreement apply to the Schedule of Services Order to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.7 The terms of this Agreement supersede any previously issued terms of and conditions of purchase or supply.

2.8 Any quotation given by ATG (including any Statement of Works) shall not constitute an offer to supply Services and is an invitation to treat only and is incapable of being accepted by the Customer.

3 Agreement Term

3.1 This Agreement shall commence on the Commencement Date and shall continue unless terminated:

3.1.1 by either party for convenience on not less than 90 days' prior written notice to the other, provided that such termination may not take effect until the final Schedule of Services Order under this Agreement has expired or terminated; or

3.1.2 in accordance with its terms,

(the **Agreement Term**).

4 Support Term

4.1 Where Managed Services are provided under the relevant Schedule of Services Order, the applicable Managed Services shall continue for the Support Term unless terminated earlier in accordance with the provisions of this Agreement.

4.2 Unless terminated earlier in accordance with the provisions of this Agreement, the Support Term shall be automatically extended for successive periods of twelve months (each twelve months extension being an **Extension Period**), unless either party gives the other party at least 90 days' written notice prior to expiry of the Initial Term (or the relevant Extension Period) that it does not want to extend the Support Term. Any other amendment or extension to the Support Term shall be made in accordance with clause 24.

5 ATG obligations and warranties

5.1 Subject to any express warranties and obligations set out in this Agreement, ATG does not give any warranties or have any obligations in respect of the Products and Services.

5.2 ATG will schedule the installation and configuration of the Products and/or Services set out in the Schedule of Services Order and advise the Customer of such date in advance. If access to the Customer site is not available at the scheduled time, ATG reserves the right to charge the Customer for a rescheduled visit.

5.3 ATG shall:

5.3.1 provide the Services in accordance with Good Industry Practice; and

5.3.2 unless otherwise agreed in writing between the parties and provided that time shall not be of the essence use reasonable endeavours to meet any dates set out in the Schedule of Services Order.

5.4 ATG warrants that it has the right, power and authority to enter into, and perform its obligations under, this Agreement.

5.5 ATG does not provide any warranties in relation to the Products but shall use reasonable endeavours to enforce any warranties provided by any third party supplier of the Products for the benefit of the Customer, where applicable.

5.6 The terms of clauses 5.3 and 5.5 are subject to the Customer complying with its obligations under this Agreement (including any Customer Dependencies) and shall not apply to the extent that any defect or error arises as a result of:

5.6.1 any act or omission by the Customer;

5.6.2 any breach by the Customer of this Agreement or any applicable EULA;

5.6.3 incorrect operation or use of the Product(s);

5.6.4 use of the Product(s) other than for the purposes for which it/they is/are intended;

5.6.5 use of the Product(s) with other software or hardware or on equipment with which it is incompatible;

5.6.6 access or modifications to the Supported System being provided to/carried out by personnel that have not been authorised by ATG; or

5.6.7 the Customer doing or allowing to be done, anything which, in ATG's reasonable opinion will, or may have, the effect of jeopardising the operation of the Products and/or Services.

5.7 The Customer acknowledges that no liability or obligation is accepted by ATG (howsoever arising whether under contract, tort, in negligence or otherwise):

5.7.1 that the Products and Services shall meet the Customer's (or any other person's) individual needs, whether or not such needs have been communicated to ATG;

5.7.2 that the operation of the Products and Services shall not be subject to interruption, errors or defects;

5.7.3 that the Products and Services shall be compatible with any software or with any particular hardware or equipment other than as set out in this Agreement;

5.7.4 for any third party Products or Services or for the acts or omissions of any third party providers or vendors;

5.7.5 for any Malware affecting the Customer's systems (including the Supported System) or the Customer Equipment; and

5.7.6 for any failure by the Customer to maintain, duplicate, or backup copies of its systems (including the Supported System) and/or files, it being expressly agreed that it is the Customer's responsibility to maintain adequate backup of such systems (other than to the extent provided by ATG as part of the Services).

5.8 The Customer acknowledges that:

5.8.1 the speed at which data is transmitted is largely dependent on factors which are outside of ATG's and its third party suppliers' control, such as capacity constraints of the public telecommunications network and the speed of the Customer's computer systems. ATG does not therefore guarantee any particular response times;

5.8.2 from time to time, ATG may need to temporarily suspend provision of the whole or any part of the Products and/or Services to enable it (or its third party suppliers) to carry out repairs, maintenance or improvement or to address an emergency. Where practicable, ATG will provide advance notice of a suspension, but this may not always be possible in the event of an emergency or urgent maintenance;

5.8.3 ATG will use reasonable endeavours to ensure that any emails or other content that ATG sends to the Customer will be free of viruses and malicious code. However, unless otherwise expressly stated in a Schedule of Services Order, ATG does not agree to provide the Customer with virus checking facilities and ATG cannot therefore guarantee that any content, particularly third-party content that may be accessible via the Products and/or Services, is free from viruses or other harmful code; and

5.8.4 no information technology system, network or environment can be entirely secure or free from vulnerabilities, cyber threats or unauthorised access and ATG cannot guarantee or warrant that the Products and/or Services or the Supported System will be completely secure, error-free or immune from security breaches, cyberattacks or other malicious activities. The Customer agrees that any obligations of ATG to provide the Services (including via the provision of Incident Response Services (if applicable)) relate to risk mitigation and response, not the elimination of all security risks.

5.9 Other than as set out in this Agreement, and subject to clause 15.5, all warranties, conditions, terms, undertakings or obligations of ATG whether express or implied and including any

implied terms relating to quality, fitness for any particular purpose, reasonable care and skill or ability to achieve a particular result are excluded to the fullest extent allowed by applicable law.

5.10 Unless otherwise stated in the Schedule of Services Order, the provision of the Products and/or or Services does not include the right for the Customer to receive any Upgrades. ATG will provide Updates in relation to the Supported System as part of the Managed IT Support Services. Otherwise, any Updates or Upgrades which the Customer wishes to purchase shall be subject to the parties agreeing a new Schedule of Services Order or amended Schedule of Services Order (in accordance with clause 24), with additional Fees payable.

Service Credits

5.11 Where Service Credits are received by ATG, these shall be paid by ATG to the Customer (or, at ATG's option, set off against any Fees). Such Service Credits shall be the Customer's sole and exclusive remedy (howsoever arising, including in contract, tort, negligence or otherwise) for any breach by ATG of the terms of this Agreement.

ATG relief

5.12 Without prejudice to any other specific reliefs from liability set out in this Agreement, ATG shall not be liable for any failure to comply (or any delay in complying) with any of its obligations under this Agreement if the failure or delay is caused (directly or indirectly) by:

5.12.1 the Customer's breach of any provision of this Agreement;

5.12.2 the Customer's negligence;

5.12.3 the Customer's other unlawful acts or omissions; or

5.12.4 the Customer otherwise causing (or requesting) a delay to occur failure to meet an agreed timescale for performance or failure to fulfil any applicable Customer Dependencies,

and ATG shall not be in breach of contract in such circumstances and the Customer shall not be entitled to exercise any rights it would otherwise have had under this Agreement (or otherwise) in respect of the failure or delay.

6 Customer obligations

6.1 The Customer shall:

6.1.1 comply with ATG's reasonable instructions and requirements in respect of this Agreement and the Acceptable Use Policy (including in relation to the use and delivery of the Products and Services and preparation of the Customer's sites, as applicable);

6.1.2 comply with the Customer Dependencies, and all other Customer obligations set out in this Agreement and/or a Schedule of Services Order;

6.1.3 where Professional Services or Managed Services are being provided at, or Products are being delivered to, the Customer's site, ensure the health and safety of ATG's (and its sub-contractors') personnel at the site including having (and enforcing) appropriate health and safety policies which comply with applicable law;

6.1.4 use the Products and Services in accordance with all applicable laws and not do or omit to do anything which would put ATG in breach of any such laws;

6.1.5 ensure that all users of the Products have the rights to use the Products in compliance with the licensing terms set out in this Agreement and the applicable EULA. Any acts or omissions of the users shall be deemed the acts or omissions of the Customer;

6.1.6 for Hardware (and any Software provided on tangible media), ensure that it is available at the relevant Customer site to take delivery at all times during normal working hours on Business Days and not do or omit to do anything which would cause delivery to fail. Without prejudice to any other right or remedy available to ATG, where delivery fails as a result of the Customer's breach of this clause, ATG may store the Products until delivery is achieved and charge the Customer for the reasonable costs of such storage;

6.1.7 allow ATG engineers access to the Customer's site to enable them to perform maintenance, troubleshoot and/or issue resolution (such reasonable notice to be provided by ATG, where possible);

6.1.8 not utilise the Products and/or Services to:

(a) send, communicate, knowingly receive, upload, download or use any material or make any calls that are offensive, abusive, indecent, defamatory, obscene, menacing, cause annoyance, inconvenience, needless anxiety or are intended to deceive;

(b) download, possess or transmit in any way, illegal material;

(c) engage in any criminal, illegal or unlawful activities of any kind; or

(d) violate or infringe the rights or property of any person, including rights of copyright and any intellectual property rights, privacy or confidentiality.

6.2 The Customer warrants and undertakes that:

6.2.1 it has the right, power and authority to enter into, and perform its obligations under, this Agreement;

6.2.2 any Customer Equipment is (and at all times shall be) in good working order and meets (and at all times shall meet) the reasonable requirements and technical standards specified by ATG (other than to the extent that any element of the same forms part of the Services);

6.2.3 any components of the Supported System which are not Products supplied under this Agreement are in good working order as at the commencement date of and throughout the Support Term under the relevant Schedule of Services Order;

6.2.4 it has the necessary licences to use the Customer Equipment and any Supported System including (as applicable) the right to grant a licence to ATG (and ATG's Group Companies and sub-contractors) to enable it to perform the Services in accordance with this Agreement (as per clause 9.4);

6.2.5 there is, will be, and has been no infringement of any Intellectual Property Rights by the Customer in respect of the Customer Equipment (or any components of the Supported System which are not Products supplied under this Agreement) and it will not infringe any Intellectual Property Rights relating to any Products and/or Services; and

6.2.6 has and will maintain throughout the Agreement Term adequate and appropriate cyber insurance in relation to the business activities carried out by it from time to time.

6.3 The Customer undertakes to keep all usernames, passwords and any other such log-in details secure and not disclose them to any third party other than (where applicable and necessary) its employees, agents and sub-contractors. The Customer agrees to notify ATG promptly if it suspects or is aware of any breach if this clause.

6.4 The Customer undertakes:

6.4.1 to utilise the Products solely for the Customer's internal business purposes and not to re-sell the Products or allow any third party to have access to them;

6.4.2 to only use ATG's and any third party suppliers' branding so far as is necessary for the purpose of exercising the Customer's rights and performing its obligations under this Agreement;

6.4.3 not do or omit to do anything that may prejudice the distinctiveness, reputation or validity of the branding referenced at clause 6.4.2 above or damage the goodwill associated with it;

6.4.4 not do or omit to do anything which would damage ATG's or its third party suppliers' reputation or goodwill; and

6.4.5 not use any mark or name which is similar to the branding referenced at clause 6.4.2 above or otherwise likely to cause confusion or deception.

Indemnity

6.5 The Customer shall indemnify, keep indemnified and hold harmless ATG from and against all losses, damages, liabilities, fees, costs and expenses incurred by ATG arising in connection with any breach of this Agreement by the Customer.

7 **Risk and title**

7.1 Risk in the Products shall pass to the Customer upon delivery.

7.2 Title to the Hardware which is not Managed Hardware shall pass to the Customer on payment in full of the relevant Product Price.

7.3 Title to the Software and any Managed Hardware shall remain with ATG (or its third party licensor) at all times and shall be licensed to the Customer in accordance with the terms of this Agreement and the applicable EULA.

8 Fees and costs

Fees

8.1 The Customer shall pay ATG the Fees.

8.2 All amounts payable under this Agreement are exclusive of VAT, sales and other tax or duties applicable which shall be paid in addition by the Customer to ATG at the rate and in the manner prescribed by law. Save in respect of taxes payable on ATG's net income, the Customer shall:

8.2.1 pay to ATG all amounts in respect of the VAT, sales and other tax or duties arising under or in connection with this Agreement in or outside the United Kingdom; and

8.2.2 (excluding any amount paid by the Customer under clause 8.2.1) promptly reimburse ATG for any taxes or duties that ATG may be required to pay in connection with this Agreement or its performance.

8.3 ATG shall invoice the Customer for all sums due under each Schedule of Services Order (or otherwise due under this Agreement) on a monthly basis in relation to Services detailed as a 'Recurring Service' in the relevant Schedule of Services Order or upon signature of the relevant Schedule of Services Order otherwise.

8.4 The Customer shall pay such sums in full and without deduction or set-off, in clear funds within 30 days from the date of invoice. All invoices shall be deemed to have been accepted by the Customer unless the Customer has raised a dispute within fourteen days of the date of the invoice.

8.5 Amounts payable to ATG under this Agreement shall be paid into the bank account notified by ATG to the Customer in writing by electronic funds transfer.

8.6 Where sums due are not paid in full by the due date, ATG may, without limiting its other rights, charge interest on such sums at 4% per annum above the base rate of HSBC Bank plc from time to time in force.

8.7 Interest shall apply from the due date for payment until actual payment in full, whether before or after judgment.

8.8 Following expiry of the Initial Term, ATG may vary any ongoing Support Fees payable under a Schedule of Services Order by giving the Customer not less than 14 days' prior written notice of such variation unless clause 8.11 applies.

8.9 The Product Prices may be increased at any time on written notice to the Customer of such variation.

8.10 The Customer acknowledges and agrees that no Schedule of Services Order may be terminated otherwise than in accordance with this Agreement and, in the event that the Customer seeks to do so, early termination charges will apply in such amount as ATG advises to the Customer at such time and which may include (but not be limited to) any third party supplier costs and any future Support Fees payable, which shall constitute a genuine pre-estimate of the loss suffered by ATG in relation to such early termination.

8.11 Notwithstanding clause 8.8 above, where ATG reasonably believes that the Support Fees are not reflective of the relevant Managed Services provided (due to, for example, an increase in the number of supported users), the parties will use reasonable endeavours to agree an increase to the Support Fees. In the event that the parties are unable to agree such an increase, ATG shall only be obliged to provide such relevant Managed Services as were envisaged at the time of agreement of the relevant Schedule of Services Order (by, for example, including a limit to the number of supported users).

8.12 The Customer agrees not to seek to circumvent any obligations hereunder by requesting any variation to the Products and/or Services supplied under any Schedule of Services Order(s) in order to effect an early termination of such Services/Products.

8.13 The Customer acknowledges that upon entry into a Schedule of Services Order related to Cyber Essentials and/or Cyber Essentials Plus certifications, portal access will be created by ATG, and the Customer shall have six months from the date of creation to achieve Cyber Essentials certification and a further three months to achieve Cyber Essentials Plus certification. Where the Customer fails to achieve either of these certifications within the timescales set out within this clause, additional costs will apply (as advised by ATG at such time and subject to clause 8.14.2), should the Customer still wish to achieve certification.

8.14 Where the Products or Services under a Schedule of Services Order include Cyber Essentials and/or Cyber Essentials Plus certifications, the Customer acknowledges that:

8.14.1 these are only valid for twelve months from the date of achievement of certification. Any recertification requested from ATG shall be subject to a new Schedule of Services Order; and

8.14.2 ATG shall perform one retest only at no additional cost to the Customer where the Customer fails to meet the criteria to successfully achieve certification, save where the Customer has not:

(a) implemented the recommendations provided by ATG; and

(b) requested the retest within the timescales for achievement of the relevant certification as set out at clause 8.13 above.

8.15 Where the Products/Services under a Schedule of Services Order include a leased line, the Customer acknowledges that:

8.15.1 it may cancel such leased line without penalty prior to the completion of the site survey;

8.15.2 it shall be liable for any costs incurred by the third party supplier in completing the site survey, should the Customer choose to cancel the Product following the site survey and prior to installation; and

8.15.3 where the site survey confirms a higher cost than referenced in the Schedule of Services Order, the Customer may cancel the Product without penalty (other than as set out at clause 8.15.2), save that written confirmation of cancellation must be received by ATG no less than five Business Days prior to commencement of the Product installation.

Costs

8.16 Each party shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of this Agreement (and any documents referred to in it).

9 Intellectual Property Rights

9.1 Except as expressly agreed otherwise in this Agreement:

9.1.1 no Intellectual Property Rights of either party (or their third party licensors) are transferred or licensed as a result of this Agreement;

9.1.2 the Products, Services, and all Intellectual Property Rights in these (**ATG IPR**) are and shall remain the sole and exclusive property of ATG (or its third party supplier); and

9.1.3 nothing shall convey or transfer any ownership or proprietary interest in any ATG IPR to the Customer or any third party. The Customer is not granted any rights in relation to ATG IPR except for those rights expressly granted in this Agreement.

9.2 Subject to clause 9.3 below, ATG grants the Customer a non-exclusive, non-transferable, non-sublicensable licence to use, on a perpetual basis (unless otherwise set out in the Schedule of Services Order): (i) Software for the Customer's ordinary internal business purposes (or any other purposes set out in the Schedule of Services Order); and (ii) such of ATG's other Intellectual Property Rights as are (and to the extent) strictly necessary for the Customer to make reasonable internal use of the Services. Where there is an authorised number of licences for any Software, as set out in the Schedule of Services Order, the Customer shall not exceed the authorised number.

9.3 In respect of Software, where the Software is subject to the terms of an applicable end user licence agreement (**EULA**), the Customer shall comply with the EULA. The applicable EULA is as referred to in Schedule 3. The Customer accepts and agrees that the EULA forms a separate agreement directly between the Customer and the third party supplier in respect of its subject matter. The Customer acknowledges and agrees that the third party supplier may directly enforce, against the Customer, the terms of the EULA.

9.4 The Customer grants to ATG (sub-licensable to its sub-contractors and Group Companies) a non-exclusive, non-transferable, licence to use such of the Customer's or its Group Companies' (or its or their third party licensors') Intellectual Property Rights as are reasonably required by ATG or its sub-contractors or Group Companies (as the case may be) in relation to the provision of the Services and/or Products (for as long as reasonably necessary in the circumstances but at least until completion of final provision of the Products and final performance of the Services (as applicable)).

9.5 Except as expressly permitted under this Agreement or to the extent necessary for compliance with applicable law, the Customer shall not:

9.5.1 use, copy, modify, adapt, correct errors, or create derivative works from, the Software;

9.5.2 decode, reverse engineer, disassemble, decompile or otherwise translate or convert the Software. However, if it is necessary for the Customer to decompile the Software in order to create an independent program to allow the interoperability of the Software with other software, it shall notify ATG in writing in advance and request the provision of the information necessary to enable such interoperability. ATG shall provide such information and assistance to the Customer as is required by applicable law and otherwise to the extent ATG considers appropriate;

9.5.3 remove or modify any copyright or similar notices, or any of ATG's or any other person's branding, that the Software causes to be displayed when used or that is displayed in any user manual or on any packaging accompanying the Software if delivered on physical media; or

9.5.4 attempt to circumvent or interfere with any security features of the Software,

provided that, if Software is licensed under a EULA, any stricter terms in the EULA shall prevail over this clause 9.5.

9.6 ATG shall be entitled to use in any way it deems fit any skills, techniques or Know-how acquired or developed or used in performance of this Agreement provided always that such skills, techniques or Know-how do not:

9.6.1 infringe the Customer's Intellectual Property Rights; or

9.6.2 disclose or breach the confidentiality of the Customer's Confidential Information.

10 Data protection

Each party shall comply with its respective obligations and may exercise its respective rights and remedies under Schedule 4.

11 Confidential Information

11.1 Each party shall maintain the confidentiality of the other party's Confidential Information and shall not without the prior written consent of the other use, disclose, copy or modify the other party's Confidential Information (or permit others to do so) other than as necessary for the exercise of its rights and performance of its obligations under this Agreement.

11.2 The parties acknowledge and agree that:

11.2.1 the terms of this Agreement including the Fees; and

11.2.2 all information relating to the Products and Services and any other technical or operational specifications or data relating to the Products and Services, are all part of ATG's Confidential Information.

11.3 Each party undertakes to:

11.3.1 disclose the other party's Confidential Information only to those of its officers, employees, agents, sub-contractors and contractors to whom and to the extent to which such disclosure is necessary for the purposes contemplated under this Agreement; and

11.3.2 procure that such persons are made aware of and agree in writing to observe the obligations in this clause 11 and comply with such obligations.

11.4 Each party shall give notice to the other of any unauthorised misuse, disclosure, theft or loss of the other party's Confidential Information promptly upon becoming aware of the same.

11.5 The provisions of this clause 11 shall not apply to information which:

11.5.1 is or comes into the public domain through no fault of the recipient, its officers, employees, agents, sub-contractors or contractors;

11.5.2 is lawfully received by the recipient from a third party free of any obligation of confidence at the time of its disclosure;

11.5.3 is independently developed by the recipient, without access to or use of the other party's Confidential Information; or

11.5.4 is required by law, by court or governmental or regulatory order to be disclosed provided that the relevant party, where possible, notifies the other party at the earliest opportunity before making any disclosure.

11.6 The obligations under this clause 11 shall survive the variation and expiry or termination of this Agreement.

11.7 Each party shall establish and maintain adequate security measures to safeguard Confidential Information and data of the other party in its possession from unauthorised access, use or copying.

12 Compliance with law

Each party shall comply with all laws applicable to them and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform their obligations under or in connection with this Agreement.

13 Anti-bribery

13.1 For the purposes of this clause 13:

13.1.1 the expressions **adequate procedures** and **associated with** shall be construed in accordance with the Bribery Act 2010 and guidance published under it; and

13.1.2 **Bribery Laws** means the Bribery Act 2010 and associated guidance published by the Secretary of State for Justice under the Bribery Act 2010 and all other applicable United Kingdom laws, legislation, statutory instruments and regulations in relation to bribery or corruption and any similar or equivalent laws in any other relevant jurisdiction.

13.2 The Customer shall ensure that it and each person referred to in clauses 13.2.1 to 13.2.3 (inclusive) does not, by any act or omission, place ATG in breach of any Bribery Laws. The Customer shall comply with all applicable Bribery Laws in connection with the performance of this Agreement, ensure that it has in place adequate procedures to prevent any breach of this clause 13 and ensure that:

13.2.1 all of the Customer's personnel and all direct and indirect sub-contractors, suppliers, agents and other intermediaries of the Customer;

13.2.2 all others associated with the Customer; and

13.2.3 each person employed by or acting for or on behalf of any of those persons referred to in clauses 13.2.1 and/or 13.2.2,

involved with this Agreement so comply.

13.3 Without limitation to clause 13.2, the Customer shall not in connection with the performance of this Agreement make or receive any bribe (which terms shall be construed in accordance with the Bribery Act 2010) or other improper payment or advantage, or allow any such bribe, improper payment or advantage 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 improper payments or advantages are not made or received directly or indirectly on its behalf.

13.4 The Customer shall immediately notify ATG as soon as it becomes aware of a breach of any of the requirements in this clause 13.

13.5 Any breach of this clause 13 by the Customer shall be deemed a material breach of this Agreement that is not remediable and entitle ATG to immediately terminate this Agreement by notice under clause 16.1.1.

14 Anti-tax evasion facilitation

14.1 For the purposes of this clause 14:

14.1.1 the expressions **associated with**, **prevention procedures**, **UK Tax Evasion Offence** and **Foreign Tax Evasion Offence** shall be construed in accordance with Part 3 of the Criminal Finances Act 2017 (**CFA 2017**) and guidance published under it;

14.1.2 **Corporate Failure to Prevent Offence** means an offence under section 45 and/or section 46 of CFA 2017 and any other applicable United Kingdom laws, legislation, statutory instruments and regulations in relation to preventing the facilitation of tax evasion and any similar or equivalent laws in any other relevant jurisdiction; and

14.1.3 **Customer Associated Persons** means all or any of the following:

(a) persons associated with the Customer (**Customer's Associates**); and

(b) persons associated with any of the Customer's Associates,

in each case, involved with this Agreement.

14.2 The Customer shall ensure that it and the Customer Associated Persons shall not by any act or omission commit, or cause, facilitate or contribute to the commission by any person including ATG, of a:

14.2.1 Corporate Failure to Prevent Offence;

14.2.2 UK Tax Evasion Offence; or

14.2.3 Foreign Tax Evasion Offence,

in connection with this Agreement.

14.3 The Customer shall not, and shall use all reasonable endeavours to ensure that Customer Associated Persons shall not, solicit or engage with or take steps to solicit or engage with any person associated with ATG to facilitate the commission of a UK Tax Evasion Offence or a Foreign Tax Evasion Offence in connection with this Agreement.

14.4 The Customer shall, and shall procure that Customer Associated Persons shall, pay, in full, all taxes due and payable relating to all monies, remuneration, profit and value received or payable by the Customer or Customer Associated Persons in connection with this Agreement.

14.5 Without prejudice to clause 14.2, the Customer shall ensure that it and all relevant Customer Associated Persons have in place such prevention procedures as it is reasonable in all the circumstances to expect the Customer and such persons to have in place to prevent any breach of this clause 14.

14.6 The Customer shall immediately notify ATG as soon as it becomes aware of any allegation, investigation, evidence or report relating to a breach of any of the requirements in this clause 14.

14.7 Any breach of this clause 14 by the Customer shall be deemed a material breach of this Agreement that is not remediable and entitle ATG to immediately terminate this Agreement by notice under clause 16.1.1.

15 Limitation of liability

15.1 The extent of ATG's liability under or in connection with this Agreement (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 15.

15.2 Subject to clause 15.5, the total aggregate liability of ATG in respect of all claims, losses and damages arising under or in connection with this Agreement shall not exceed the Fees received by ATG for the Services in the twelve months preceding the date on which the claim arose.

15.3 Subject to clause 15.5, ATG shall not be liable for any consequential, indirect or special loss.

15.4 Subject to clause 15.5, ATG shall not be liable for any of the following (whether direct or indirect):

15.4.1 loss of profit;

15.4.2 loss of revenue;

15.4.3 loss of data;

15.4.4 loss of contract;

15.4.5 loss of commercial opportunity;

15.4.6 loss of savings, discount or rebate (whether actual or anticipated);

15.4.7 harm to reputation or loss of goodwill; and

15.4.8 loss of business.

15.5 Notwithstanding any other provision of this Agreement, the liability of ATG shall not be limited in any way in respect of the following:

15.5.1 death or personal injury caused by negligence;

15.5.2 fraud or fraudulent misrepresentation; or

15.5.3 any other losses which cannot be excluded or limited by applicable law.

16 Termination

16.1 Either party may terminate this Agreement and/or any Schedule of Services Order at any time by giving notice in writing to the other party if the other party:

16.1.1 commits a material breach of this Agreement and such breach is not remediable;

16.1.2 commits a material breach of this Agreement which is not remedied within 20 days after receiving written notice requiring it to remedy that breach; or

16.1.3 has failed to pay any amount due under this Agreement on the due date and such amount remains unpaid within ten Business Days after the other party has received notification that the payment is overdue.

16.2 Any breach by the Customer of:

16.2.1 clauses 9.1 to 9.6 (inclusive);

16.2.2 clause 11;

16.2.3 clause 13;

16.2.4 clause 14; or

16.2.5 clause 22,

shall be deemed a material breach of this Agreement which is not remediable.

16.3 ATG may terminate this Agreement and/or any Schedule of Services Order at any time by giving notice in writing to the Customer if the Customer:

16.3.1 stops conducting all or a significant part of its business, or indicates in any way that it intends to do so;

16.3.2 is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if ATG reasonably believes that to be the case;

16.3.3 becomes subject to a moratorium under Part A1 of the Insolvency Act 1986;

16.3.4 becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;

16.3.5 becomes subject to a restructuring plan under Part 26A of the Companies Act 2006;

16.3.6 becomes subject to a scheme of arrangement under Part 26 of the Companies Act 2006;

16.3.7 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;

16.3.8 has a resolution passed for its winding up;

16.3.9 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;

16.3.10 is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within five Business Days of that procedure being commenced;

16.3.11 has a freezing order made against it;

16.3.12 is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title to those items;

16.3.13 is subject to any events or circumstances analogous to those in clauses 16.3.1 to 16.3.12 (inclusive) in any jurisdiction; or

16.3.14 takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in clauses 16.3.1 to 16.3.13 (inclusive) including for the avoidance of doubt, giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.

16.4 ATG may without prejudice to its other rights and remedies by notice in writing to the Customer immediately terminate this Agreement and/or any Schedule of Services Order if the Customer undergoes a change of Control that is, in ATG's reasonable opinion, likely to have an adverse effect on ATG or the performance of the Customer's obligations under this Agreement.

16.5 ATG may terminate this Agreement (or any particular Schedule of Services Order) for convenience at any time by giving at least 30 days' prior written notice to the Customer.

16.6 ATG may terminate any Schedule of Services Order immediately in the event that the agreement under which any related products provided by a third party supplier is terminated.

17 Consequences of expiry or termination

17.1 In the event of expiry or termination of this Agreement as a whole for any reason:

17.1.1 all then existing Schedule of Services Order shall terminate;

17.1.2 the Customer's rights under this Agreement shall terminate, subject to the remainder of this clause 17; and

17.1.3 within five Business Days of such termination or expiry the Customer shall:

(a) return to ATG (or, on ATG's written notice, destroy) all Confidential Information of ATG in its possession or under its control and all copies of such information;

(b) (where applicable) remove and uninstall all installed instances of the Products from each of its machines and devices;

(c) return in good working order to ATG any Hardware provided as part of a Managed Service (and to the extent the Customer fails to comply with this provision, ATG shall be entitled to charge the Customer the full replacement cost of such Hardware.

17.2 Termination or expiry of this Agreement (in whole or part) for whatever reason shall be without prejudice to the rights of the parties accrued up to the date of such termination or expiry.

17.3 Those clauses expressed or implied to survive termination or expiry of this Agreement (or a Schedule of Services Order, as the context requires) shall survive in accordance with their terms.

17.4 Within 15 Business Days of any request(s) by ATG following termination of this Agreement (in whole or part), the Customer shall certify in a written notice to ATG that it has complied with the relevant obligations set out in this clause 17 (except to the extent expressly permitted in writing by ATG) to the extent not previously subject to such certification.

17.5 Termination of this Agreement or the relevant Schedule of Services Order shall terminate the relevant Managed Services. The Customer shall be responsible for procuring any continued support for the Supported System following termination of this Agreement or the relevant Schedule of Services Order except that ATG will provide to the Customer (at the Customer's request) any available access credentials in relation to the Products as necessary for any new provider of similar services to the Customer. Any additional termination services requested by the Customer will be subject to the agreement and payment of any fees between the parties in relation to the same.

17.6 On termination of this Agreement or any Schedule of Services Order, the Customer shall promptly pay ATG all Fees outstanding under this Agreement (or the Schedule of Services Order).

18 Audit

During the Agreement Term, the Customer shall, on reasonable advance written notice allow ATG, any designated auditors of, or other advisers to, ATG, and any regulators of ATG to access any of the Customer's premises, personnel, relevant records and systems as may be reasonably required to verify that Customer is complying with its obligations under this Agreement.

19 Notices

19.1 Any notice given by a party under this Agreement shall:

19.1.1 be in writing and in English;

19.1.2 be signed by, or on behalf of, the party giving it (except for notices sent by email); and

19.1.3 be sent to the relevant party at the address set out in clause 19.3.

19.2 Notices may be given, and are deemed received:

19.2.1 by hand: on receipt of a signature at the time of delivery;

19.2.2 by Royal Mail Recorded Signed For post: at 9.00 am on the second Business Day after posting; and

19.2.3 by email: on receipt of a delivery receipt email from the correct address.

19.3 Notices shall be sent to:

19.3.1 **ATG**:

louise.batten@archertech.wales (with a copy by post to ATG's registered office address from time to time)

19.3.2 **The Customer**:

the details set out in the last Schedule of Services Order entered into between the parties under the terms of this Agreement.

19.4 Any change to the contact details of a party as set out in clause 19.3 shall be notified to the other party in accordance with clause 19.1 and shall be effective:

19.4.1 on the date specified in the notice as being the date of such change; or

19.4.2 if no date is so specified, five Business Days after the notice is deemed to be received.

19.5 All references to time are to the local time at the place of deemed receipt.

19.6 This clause does not apply to notices given in legal proceedings or arbitration.

20 Announcements

No announcement or other public disclosure concerning this Agreement or any of the matters contained in it shall be made by, or on behalf of, the Customer without the prior written consent of ATG (such consent not to be unreasonably withheld or delayed), except as required by law, any court, any governmental, regulatory or supervisory authority (including any recognised investment exchange) or any other authority of competent jurisdiction.

21 Severability

21.1 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.

21.2 If any provision of this Agreement (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 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.

22 Assignment and sub-contracting

22.1 The Customer may not assign, transfer, sub-contract or encumber any right or obligation under this Agreement, in whole or in part, without ATG's prior written consent save as otherwise set out in this Agreement.

22.2 ATG may assign, transfer, sub-contract or encumber any right or obligation under this Agreement without the Customer's consent. ATG may also perform any of its obligations under this Agreement through any of its Group Companies (as a sub-contractor or otherwise) without the Customer's consent.

23 Succession

This Agreement shall be binding upon, and enure to the benefit of, each of the parties, their respective personal representatives and their respective successors in title.

24 Variation

No variation of this Agreement (or a particular Schedule of Services Order) shall be valid or effective unless it is in writing, refers to this Agreement (or the particular Schedule of Services Order) and is duly signed or executed by, or on behalf of, each party.

25 Entire agreement

25.1 The parties agree that this Agreement 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.

25.2 Each party acknowledges that it has not entered into this Agreement or any documents entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement 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 this Agreement.

25.3 Nothing in this Agreement purports to limit or exclude any liability for fraud.

26 TUPE Regulations

If any individual (including, but not limited to, any employee, worker, third party consultant, contractor, subcontractor, or otherwise, whether current or former) alleges that their employment or engagement (or any liability in respect of the same) will transfer or has transferred to ATG, or if their employment or engagement (or any liability in respect of the same) is found to have so transferred, whether under the TUPE Regulations or otherwise, as a result of the provision of the Products and/or Services, ATG may terminate such employment or engagement and the Customer shall fully indemnify and hold ATG harmless against all and any Losses which ATG may sustain, suffer, incur, pay or be liable for arising from or in connection with the same.

27 Non-solicitation

The Customer undertakes during the Agreement Term and for twelve months after the end of the Agreement Term not to induce or entice away (whether directly or indirectly) any person who during the previous twelve months has been employed or engaged by ATG to perform the Services other otherwise in relation to this Agreement. For the avoidance of doubt, any general non-targeted recruitment advertisement placed by or on behalf of the Customer shall not be a breach of the Customer's obligations under this clause provided such solicitations are not intended to induce the departure of any specific employee or contractor of ATG.

28 Waiver

28.1 No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Agreement 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.

28.2 No single or partial exercise of any right, power or remedy provided by law or under this Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.

28.3 A waiver of any term, provision, condition or breach of this Agreement shall only be effective if given in writing and signed by the waiving party, and then only in the instance and for the purpose for which it is given.

29 Set-off

The Customer shall pay all sums that it owes to ATG under this Agreement without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

30 Equitable relief

Each party recognises that any breach or threatened breach of this Agreement may cause the other party irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to the other party, each party acknowledges and agrees that the other party is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

31 Force Majeure

ATG will not be liable if delayed in or prevented from performing its obligations under this Agreement due to a Force Majeure Event. ATG shall:

31.1.1 promptly notify the Customer of the Force Majeure Event and its expected duration; and

31.1.2 use reasonable endeavours to minimise the effects of that event.

32 Further assurance

The Customer shall at the request of ATG do all acts and execute all documents which are necessary to give full effect to this Agreement.

33 Counterparts

This Agreement may be signed in any number of separate counterparts, each of which when signed and dated shall be an original, and such counterparts taken together shall constitute one and the same agreement. This Agreement shall not be effective until each party has signed one counterpart.

34 Third party rights

34.1 Except as expressly provided for in this Agreement, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of this Agreement.

34.2 Notwithstanding that any term of this Agreement may be or become enforceable by a person who is not a party to it, the parties may vary, amend or modify the terms of this Agreement or any of them or may suspend, cancel or terminate this Agreement or may rescind this Agreement, in each case without the consent of any third party.

35 Governing law and jurisdiction

35.1 This Agreement 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.

35.2 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, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 1
ACCEPTABLE USE POLICY

1. The Customer must comply with any specific terms applicable to any Product and/or Service, including any usage limits or restrictions. ATG may change usage limits or restrictions from time to time on notice to the Customer.

2. The Customer must not use any Product and/or Service in an excessive, unusual or unexpected manner or for a purpose other than which it is intended.

3. The Products/Services by their nature have finite storage, speed, resilience and operating capacity which must be shared between ATG's and the third party supplier's customers. Whilst third party suppliers will endeavour to meet expected normal demand, if it does not have sufficient capacity to meet demand at any time, the third party supplier may have to place restrictions on the usage of the Products/Services to help maintain the stability and continued availability of the Products/Services as far as possible. This ability to manage capacity allows third party suppliers to keep their prices at a reasonable level.

4. The Customer agrees that it will ensure that its' and its users' use of the Products/Services will only be for lawful purposes and will not violate any applicable law, regulation, code of practice or guidance.

5. The Customer must not copy, rent, sublicense, display, reverse engineer, modify or alter any software owned or developed by ATG or its third party suppliers, except to the extent that such activities cannot be prohibited by law.

6. The Products/Services must not under any circumstances be used in any way to:

   6.1. infringe the Intellectual Property Rights or other rights of any third party;

   6.2. threaten, harass, stalk, abuse, disrupt or otherwise violate the rights of others;

   6.3. engage in illegal or unlawful activities; or

   6.4. transmit spam or distribute viruses or otherwise deliberately abuse any part of the Products/Services.

7. Fees for certain Products/Services are based on usage and can accrue very quickly if significant usage is made of the Products/Services or a wide range of services are selected and used. ATG cannot immediately identify unusual or excessive usage by the Customer or its users. If ATG (or its third party suppliers) identifies usage which causes concern, a Customer's access to the Products/Services may be suspended. The Customer should take steps to avoid excessive or unexpected usage, for example usage that may be caused by technical or human error.

8. The Customer acknowledges and agrees that the Products/Services are provided (i) on the basis that the Products/Services are not designed or intended for high risk scenarios where failure or

fault of any kind could reasonably be seen to lead to death, serious bodily injury or severe damage to tangible or intangible property or the environment; and (ii) expressly subject to any qualifications, exclusions and limitations of liability set out by third party suppliers in applicable EULAs and in this Agreement.

9. The Customer acknowledges and agrees, and will ensure that each of its users acknowledges and agrees, that access to the Products/Services may be suspended, disabled or terminated (in whole or in part) at any time where required by third party suppliers at such third party supplier's sole discretion, including but not limited to (i) where the Customer or any user breaches any part of the EULA; or (ii) for legal or regulatory reasons.

SCHEDULE 2 SCHEDULE OF SERVICES ORDER TEMPLATE

CUSTOMER DETAILS

Registered Company Name	****
Registered Company Address	****
Registered Company Number	****

SCHEDULE OF SERVICES

The table below details the Services that [COMPANY NAME] (**Customer**) has requested Archer Technology Group Ltd (**ATG**) supply, based on ATG's Terms and Conditions for the Supply of Services (the **Agreement**) – https://www.archertech.wales/msa

Capitalised terms used in this Schedule of Services Order are as defined in the Agreement unless otherwise defined in this Schedule of Services Order.

Recurring Product/Service	Unit Price	Qty	Total
	£		£
		Total Cost:	**£**

Non/recurring Product/Service	Unit Price	Qty	Total
	£		£
		Total Cost:	**£**

Initial Term for Recurring Products/Services: [INSERT]

ATG draws the Customer's attention in particular to the following provisions of the Agreement:

- **Clause 6 – which sets out the Customer's obligations under the Agreement and this Schedule of Services Order.**
- **Clause 8.10 – which provides that termination charges will be payable in the event that the Customer seeks to terminate this Schedule of Services Order early for convenience.**
- **Clause 15 – which sets out the limitations on ATG's liability to the Customer.**

AUTHORISATION OF SCHEDULE OF SERVICES ORDER

By signing this Schedule of Services Order, I confirm that I have the authority to place orders on behalf of the Customer.

Name	
Position	
Signature	
Date	
P/O	
Billing Contact	
Effective Date for Recurring Products/Services	

Order accepted on behalf of ATG	
Email	
Signature	
Date	

SCHEDULE 3
EULAS

The following EULAs shall apply where the relevant Software is supplied under the Schedule of Services Order:

Acronis - Acronis_consumer_EULA_en-US.pdf and https://www.acronis.com/en-us/support/platform-terms-conditions/

Microsoft products - https://www.microsoft.com/licensing/docs/customeragreement

SCHEDULE 4
DATA PROTECTION

Part A

Operative provisions

Definitions

1.1 In this Schedule 4:

applicable law	means applicable law of the United Kingdom (or of a part of the United Kingdom);
Controller	has the meaning given in applicable Data Protection Laws from time to time;
Data Protection Laws	means, as binding on either party or the Services: (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	has the meaning given in applicable Data Protection Laws from time to time;
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);
International Organisation	has the meaning given in applicable Data Protection Laws from time to time;
Personal Data	has the meaning given in applicable Data Protection Laws from time to time;
Personal Data Breach	has the meaning given in applicable Data Protection Laws from time to time;
processing	has the meaning given 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 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 ATG's obligations under this Agreement; and
Sub-Processor	means any Processor engaged by ATG (or by any other Sub-Processor) for carrying out any processing activities in respect of the Protected Data on behalf of the Customer.

Customer's compliance with Data Protection Laws

1. The parties agree that the Customer is a Controller and that ATG is a Processor for the purposes of processing Protected Data pursuant to this Agreement. The Customer 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 ATG in respect of Protected Data (including the terms of this Agreement) shall at all times be in accordance with all Data Protection Laws. Nothing in this Agreement relieves the Customer of any responsibilities or liabilities under any Data Protection Laws.

ATG's compliance with Data Protection Laws

2. ATG shall process Protected Data in compliance with the obligations placed on it under Data Protection Laws and the terms of this Agreement.

Indemnity

3. The Customer shall indemnify and keep indemnified ATG against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects, demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a supervisory authority) arising out of or in connection with any breach by the Customer of its obligations under this Schedule 4.

Instructions

4. ATG shall only process (and shall ensure its personnel only process) the Protected Data in accordance with Part B of this Schedule 4 and this Agreement (including with regard to any transfer to which paragraph 12 of this Part A relates), except to the extent:

    a. that alternative processing instructions are agreed between the parties in writing; or

    b. otherwise required by applicable law (and shall inform the Customer of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest).

5. If ATG believes that any instruction received by it from the Customer is likely to infringe the Data Protection Laws it shall be entitled to cease to provide the relevant Products and/or Services until the parties have agreed appropriate amended instructions which are not infringing. The Charges payable to ATG shall not be discounted or set-off as a result of any delay or non-performance of any obligation in accordance with this paragraph 5.

Security

6. ATG shall implement and maintain the technical and organisational measures set out in Part B of this Schedule 4 to protect the Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.

Sub-processing and personnel

7. ATG (and its third party suppliers) may utilise Sub-Processors to process Protected Data. ATG shall:

    a. ensure such Sub-Processor is appointed under a binding written contract containing materially the same obligations as under this Schedule 4 (including those relating to sufficient guarantees to implement appropriate technical and organisational measures); and

    b. remain fully liable to the Customer under this Agreement for all the acts and omissions of each Sub-Processor.

8. Upon request from the Customer from time to time, ATG shall provide details of its Sub-Processors.

Assistance

9. ATG shall (at the Customer's cost and expense) assist the Customer in ensuring compliance with the Customer's obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of the processing and the information available to ATG.

10. ATG shall (at the Customer's cost and expense) and taking into account the nature of the processing, assist the Customer (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of the Customer's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR in respect of any Protected Data.

11. ATG shall at the Customer's cost and expense refer to the Customer all requests it receives for exercising any Data Subjects' rights under Chapter III of the GDPR which relate to any Protected Data. It shall be the Customer's responsibility to reply to all such requests as required by applicable law.

International transfers

12. ATG shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to any country or territory outside the United Kingdom or the European Economic Area or to any International Organisation without the prior written authorisation of the Customer except where required by applicable law (in which case the provisions of paragraph 4 of this Part A shall apply).

13. It is however possible that ATG's Sub-Processors may access Protected Data from, or appoint a Sub-Processor of the data based in another non-EEA country outside the UK, resulting in an export of the Protected Data for the purposes of Data Protection Laws. All transfers of Protected Data to such country will be subject to appropriate safeguards as described in Article 46 of the GDPR and such transfers and safeguards will be documented according to Article 30(2) of the GDPR.

Audits and processing

14. ATG shall, in accordance with Data Protection Laws, make available to the Customer on request such information that is in its possession or control as is necessary to demonstrate ATG's compliance with the obligations placed on it under this Schedule 4 and to demonstrate compliance with the obligations on each party imposed by Article 28 of the GDPR, and allow for and contribute to audits, including inspections, by the Customer (or another auditor mandated by the Customer) for this purpose (subject to a maximum of one audit request in any twelve month period under this paragraph 14).

Breach

15. ATG shall notify the Customer without undue delay and in writing on becoming aware of any Personal Data Breach in respect of any Protected Data.

Deletion/return

16. On the end of the provision of the Services relating to the processing of Protected Data (the Processing End Date), at the Customer's cost and expense and the Customer's option, ATG shall either return all of the Protected Data to the Customer or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires ATG to store such Protected Data. To the extent the Customer has not notified ATG within two days of the Processing End Date that it requires the return of any Protected Data ATG is irrevocably authorised to securely dispose of the Protected Data at the Customer's cost and expense.

Survival

17. This Schedule 4 shall survive termination or expiry of this Agreement:

    a. indefinitely in the case of paragraphs 4 and 16 of this Part A; and

    b. in the case of all other paragraphs and provisions of this Schedule 4, until the later of:

        i. the termination or expiry of this Agreement; or

ii. return or secure deletion or disposal of the last of the Protected Data in ATG's (or any of its Sub-Processor's) possession or control in accordance with this Agreement.

Part B

Data processing and security details

Section 1—Data processing details

Processing of the Protected Data by ATG under this Agreement shall be for the subject-matter, duration, nature and purposes and involve the types of Personal Data and categories of Data Subjects set out in this Part B.

1. Subject Matter

ATG shall process the Protected Data in connection with ATG's services of procuring, supporting and managing the Customer's technical environment and acting as a conduit between the Customer and third-party software and licenses, which ATG is licensed/authorised to manage.

2. Nature of processing

The processing activities will be such processing as is solely required for ATG to provide the Services to the Customer and will be focussed on the management and provision of the Customer's technical environment, and may include escalating within third party vendors on behalf of the Customer.

All such processes are undertaken in accordance with Data Protection Laws.

3. Purpose of processing

To enable ATG to procure third party licences on behalf of the Customer.

To provide Managed Services to the Customer via a ticketing system detailing Customer information to ensure robust issue management and resolution.

To support the escalation of service issues to third party vendors on behalf of the Customer. All processing associated with the allocation of licences to end users of Customers, and the backup of the Customer's environment including end users' computing device(s) and restoration of both the technical environment end users' computing devices using the available backup.

4. Type of Personal Data

Protected Data including:

Online-id, name and business contact details of the Customers' end user.

5. Special Category Personal Data

No Special Category Personal Data shall be processed in connection with the Services.

6. Categories of Data Subjects

End users of the Customer requiring provision of Services.

7. Duration

The Protected Data shall be returned to the Customer or deleted (at the Customer's option) upon termination of the Services in respect of the Customer unless otherwise required by applicable law.

10. ATG DPO

Ashley Holloway, Operations Manager – ashley.holloway@archertech.wales

11. Security measures

Effective information security policies are in place at ATG with administrative, technical and physical safeguards to protect all Protected Data.

This includes the use of MFA, security monitoring and reporting, secure storage (available through VPN only), AV, patch management, identification of vulnerabilities through Defender and Nessus, as well as encryption of all sensitive data both at rest and in transit.

Section 2—Minimum technical and organisational security measures

ATG shall implement and maintain the following technical and organisational security measures to protect the Protected Data:

- All of ATG's storage data and any Customer storage data managed by ATG is encrypted with 256-bit AES encryption by default which resides in the UK South region.
- All of ATG's backup data and any Customer backup data managed by ATG is encrypted with 256-bit AES encryption by default which resides in the UK South region.
- ATG utilises an 'always-on' VPN which requires username, password and certificate-based authentication, from trusted ATG devices to access shared folders.
- ATG retains the ability to manually access shared folders from a device not joined to Azure.
- Only ATG authorised personnel are permitted to access both internal and Customer information.