

## 1. Application and Interpretation

- 1.1. CVD agrees to supply Equipment and/or Services contained in an Order Form to the Customer pursuant to this Agreement which is comprised of these terms and conditions (the "General T&Cs"), the schedules attached hereto (the "Schedule(s)") and Order Forms.
- 1.2. Words and expressions defined in Order Forms (shown capitalised and in **bold**) will, unless inconsistent with the context have the same meaning in the General T&Cs and the Schedules.
- 1.3. The definitions and rules of interpretation in this clause, shall apply to the General T&Cs and the Schedules.

### (a) Definitions:

<b>Affiliate</b>	means an entity that owns or controls, is owned or controlled by or is under common control or ownership with a Party from time to time, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by agreement or otherwise.
<b>Agreement</b>	means the Order Forms, the General T&Cs and the Schedules.
<b>Agreement Date</b>	means the date on which this Agreement becomes binding in accordance with clause 1.6.
<b>Confidential Information</b>	means all confidential information (however recorded or preserved) disclosed by a Party or its employees, consultants, officers, representatives, advisers, agents or sub-contractors involved in the provision or receipt of the Services and/ or Equipment (together, its <b>Representatives</b> ) to the other Party or that Party's Representatives in connection with this Agreement where information is either labelled as such or could reasonably be considered as confidential because of its nature and the manner of its disclosure.
<b>Customer</b>	means the company or other organisation identified in an Order Form.
<b>Customer Sites</b>	means premises controlled or operated by the Customer where CVD shall be performing Services, or where Equipment shall be used.
<b>CVD</b>	means Charterhouse Voice & Data Ltd (Co. No. 02804354) of The Gate House, 5 Chapel Place, Rivington Street, London EC2A 3SB.
<b>Data Protection Legislation</b>	means the Data Protection Act 1998 and Regulation (EU) 2016/679 as amended from time to time.
<b>Early Termination Costs</b>	means the costs and fees payable as set out in a Schedule for the early termination of a Service.
<b>Equipment</b>	means equipment and/or software as listed on the Order Form.
<b>Fees</b>	means any and all monies (excluding interest or penalties) payable by the Customer to CVD pursuant to this Agreement.

## Intellectual Property Rights

means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

## Maintenance-Related Services

means maintenance of Telecoms, Video-Conferencing or Network Equipment; maintenance of Reprographic Equipment or Reprographic software; and/or security product maintenance and assurance.

## Party

means the Customer or CVD, and "Parties" shall be construed to mean them both.

## PBX

means private branch exchange.

## Service Guide

means the service guide document provided by CVD to the Customer which describes the Services to be provided to the Customer and CVD's targets for providing the Services.

## Service Schedule

means a schedule relating to Wide Area Network Services and/or Internet Services as stated in an Order Form.

## Services

means the services set out in an Order Form.

## Term

means the term of this Agreement in accordance with clause 6.

## Working Day

means any day, other than a Saturday, Sunday or a bank holiday, where the clearing banks in London are open for business.

## Working Hours

means the hours between 08:30 and 17:30 on Working Days.

- (b) Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- (c) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (d) Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- (e) Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.
- (f) A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision.

- (g) A reference to writing or written includes email but not faxes.
- (h) References to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.4. In the event of any inconsistent terms or conditions contained in or referred to in the Order Form, or implied by law, trade custom, practice or course of dealing, the terms contained in the Order Form shall prevail over all other terms, the General T&Cs and the Schedules, and the terms in Schedule(s) shall prevail over any inconsistent terms in the General T&Cs.
- 1.5. No addition to, variation of, exclusion or attempted exclusion of any term of this Agreement shall be binding on CVD unless in writing and signed by a duly authorised representative of CVD.
- 1.6. The submission by the Customer to CVD of an Order Form signed by the Customer's representative constitutes an offer by the Customer to purchase the Equipment and/or Services which are detailed therein and shall become binding on the Customer and CVD when CVD confirms acceptance of the offer to the Customer in accordance with clause 15.9. Any terms and conditions referred to or contained in any other document presented by either Party shall not apply except to the extent that they specify information required to be provided in connection with this Agreement.
- 2. Orders And Specification**
- 2.1. The quantity, quality, description and any specification for Equipment or Services shall be as stated in an Order Form. All samples, drawings, descriptive matter, specifications and advertising issued by CVD and any descriptions or illustrations contained in CVD's catalogues or brochures are issued or published for illustrative purposes only and will not form part of this Agreement.
- 2.2. The Customer is responsible for:
- (a) ensuring the accuracy of the information stated in an Order Form submitted by the Customer; and
- (b) giving CVD any necessary information within a sufficient time to enable CVD to perform this Agreement in accordance with its terms.
- 2.3. No Order Form which has been accepted or acknowledged by CVD may be cancelled by the Customer except with the agreement in writing of CVD and provided that the Customer indemnifies CVD in full against all loss, direct and consequential (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses (including interest, legal and other professional fees) incurred by CVD as a result of cancellation and which CVD is unable to avoid, using reasonable efforts to do so.
- 2.4. CVD reserves the right (but does not assume the obligation) to make any changes in the specification of Equipment and/or Services which are required to conform with any applicable legislation or which do not materially affect their quality or performance.
- 2.5. CVD has the right to refuse or withdraw the supply of Equipment and/or Services without liability where such Equipment and/or Services are to be acquired from third party suppliers and are not available on reasonable commercial terms.
- 2.6. Any advice or recommendation given by CVD about the storage, application or use of Equipment or any representation concerning Equipment or Services which is not confirmed in writing by CVD is followed or acted upon entirely at the Customer's own risk, and accordingly CVD shall not be liable for any such advice or recommendation which is not so confirmed.
- 3. Deliveries**
- 3.1. Delivery shall be within a reasonable time of acceptance of the order and the Customer agrees to accept delivery at any time during Working Hours. CVD shall not be liable for any delay in delivery of the Equipment however caused and time shall not be of the essence for delivery.
- 3.2. The Fees quoted shall include transportation and delivery costs unless specifically stated on the Order Form.
- 3.3. CVD may deliver Equipment in separate instalments. Each delivery shall constitute a separate order and failure by CVD to deliver any one or more of the instalments in accordance with this Agreement or any claim by the Customer in respect of any one or more instalments shall not affect the remainder of the instalments nor entitle the Customer to treat this Agreement as repudiated.
- 3.4. The Customer must inspect Equipment on delivery and provide to CVD, in writing, full particulars of any failure of the Equipment to meet any specific terms of this Agreement within three (3) Working Days of delivery. Time shall be of the essence for this obligation to enable CVD to raise issues with its suppliers within the time limits allowed by them. The Customer shall be deemed to have accepted the Equipment if no such written particulars are presented within such time.
- 3.5. The Customer shall be responsible (at its own cost) for preparing the Installation Address to accept the delivery of Equipment, including but not limited to, providing the necessary access and facilities required to deliver and install the Equipment, as advised to the Customer by CVD.
- 3.6. If the Customer fails to take delivery of Equipment or fails to give CVD adequate delivery instructions then without prejudice to any other right or remedy available to CVD, CVD may:
- (a) store the Equipment until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage; or
- (b) sell the Equipment at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price payable pursuant to this Agreement or charge the Customer for any shortfall thereof.
- 4. Risk And Property**
- 4.1. Risk of loss of, or damage to, Equipment shall pass to the Customer on delivery to the Installation Address or, if the Customer fails to take delivery of Equipment, the point at which CVD attempted delivery of the Equipment to the Installation Address. The Customer shall be responsible for fully insuring the Equipment against all normal risks with effect from the time that risk passes.
- 4.2. Notwithstanding delivery and the passing of risk in Equipment, or any other provision of this Agreement, the legal and beneficial ownership of the Equipment (excluding anything in which the Intellectual Property Rights are reserved) shall not pass to the Customer until CVD has received payment in full of the Fees payable under this Agreement, save that in the event of a relevant lease agreement between the Customer and a third party, title shall only pass in accordance with that lease agreement.
- 4.3. Until such time as the legal and beneficial ownership passes to the Customer, the Customer shall hold the Equipment as CVD's (or the lessor's where applicable) bailee on a fiduciary basis and shall keep Equipment separate from that of the Customer and third parties and properly stored, protected and insured and identified as CVD's (or the lessor's) property.
- 4.4. Until such time as the legal and beneficial ownership of Equipment passes to the Customer (and provided the Equipment is still in existence), CVD (or the relevant lessor) shall be entitled at any time to require the Customer to deliver up the Equipment to CVD (or the relevant lessor) and, if the Customer fails to do so forthwith, the Customer

irrevocably and unconditionally authorises CVD (or the relevant lessor) to enter upon any premises of the Customer or any third party where Equipment is stored and repossess the Equipment.

4.5. The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Equipment which is not its property, but if the Customer does so, all monies owing by the Customer to CVD (or the relevant lessor) shall (without prejudice to any other right or remedy of CVD or the relevant lessor) forthwith become due and payable. The Customer's right to possession of Equipment before the legal and beneficial ownership has passed to it shall terminate immediately if any of the circumstances in clause 13.1 arises, or if the Customer fails to make any payment to CVD on the due date.

4.6. On termination of this Agreement for any reason, all CVD's rights pursuant to this clause shall remain in effect.

## 5. Services

5.1. The Service Guide set out the targets that CVD will attempt to work to in the provision of Services and shall not be binding terms between CVD and the Customer.

5.2. Working Hours may be extended or modified to include such other times as may be agreed between the parties.

5.3. CVD will use reasonable endeavours to provide or procure the provision of the Services detailed in the Order Form during Working Hours. The Customer agrees to pay CVD additional charges at CVD's standard rates (as amended from time to time) for Services performed outside Working Hours and CVD will use reasonable efforts to seek the Customer's agreement to such charges in advance.

5.4. The applicable Schedule together with the Order Form will detail what the Services comprise and will also identify specific exclusions to the Services. In the event that CVD performs services outside the scope of the agreed Services; the Customer agrees to pay CVD for those additional services. CVD will use all reasonable efforts to seek the Customer's agreement to such additional charges in advance.

5.5. Services will be performed remotely wherever it is reasonable and practicable to do so. The Customer agrees to afford all reasonable co-operation and facilities to enable such remote performance at the Customer's own cost.

5.6. Where Services are performed on-site, the Customer agrees to afford CVD prompt full and safe access with adequate working space and such other facilities as CVD may reasonably require and will ensure and be responsible for the health and safety of CVD personnel. The Customer shall ensure they have adequate insurance in place to cover any reasonable loss of property by or injury to CVD personnel whilst they are on the Customer's premises in accordance with this Agreement. The Customer agrees to inform CVD personnel of any applicable health and safety or other policies relevant to Customer Sites.

5.7. The Customer shall nominate an appropriately skilled and knowledgeable contact person who shall be available to liaise with and respond to queries from CVD and to accompany CVD whilst on Customer Sites.

5.8. The Customer shall prepare the Installation Address for delivery or installation of Equipment or performance of Services at its own expense and provide such environmental and operational conditions as CVD shall reasonably request. At the Customer's request and expense CVD shall provide such information and assistance as may be reasonably necessary to enable the Customer to prepare the location as aforesaid and/or make available the advice of a suitably qualified engineer.

5.9. In the event that CVD's performance of Services is delayed, prevented or rendered more difficult by any act or omission

of the Customer, a person acting on behalf of the Customer or any third party not acting on behalf of CVD:

(a) this shall not be deemed a breach of this Agreement by CVD;

(b) the Customer shall reimburse CVD for all costs and losses (including idle time or supplier costs and charges) incurred by CVD resulting therefrom; and

(c) CVD shall not be liable for any costs, charges or losses whatsoever sustained or incurred by the Customer that arise therefrom.

5.10. In the event that Maintenance-Related Services are requested and CVD finds that no such services were required or no fault has been found, the Customer agrees that, if requested, it will pay CVD's reasonable charges for responding to such request.

## 6. Term

6.1. This Agreement shall commence on the Agreement Date and shall continue, subject to clause 13.8, thereafter for a period of sixty (60) months (the "Initial Term").

6.2. Save where the Customer is a Small Business Customer (as defined in s52(6) of The Communications Act 2003), this Agreement shall automatically renew for successive 12 month periods unless and until terminated in accordance with this Agreement.

6.3. Additional Order Forms for Services will be for the initial term contained within that Order Form and may run concurrently with an existing Order Form subject to any minimum period as contained in the appropriate Schedule.

## 7. Price And Payment

7.1. Unless otherwise stated in an Order Form or the applicable Schedule(s), payments shall be made to CVD by the Customer:

(a) for Equipment: 50% payable on the Agreement Date and the balance on completion of installation by CVD or, where CVD is not performing installation, on the earliest of (i) the delivery of the Equipment; (ii) the first attempted delivery of the Equipment pursuant to clause 3.6; or (iii) upon a notification to the Customer by CVD that the Equipment is ready for collection; and

(b) for Services, full payment is due upon commencement of the Services.

7.2. Time is of the essence with regard to Fees.

7.3. Fees are quoted in sterling, exclusive of Value Added Tax which shall be paid by the Customer at the rate and in the manner for the time being described by law.

7.4. CVD will invoice the Customer for all payments due under this Agreement. All invoices are payable within 14 days of the date of the invoice.

7.5. If the Customer fails to make any payment within 14 days of the due date, then without prejudice to any other right or remedy, CVD shall be entitled to exercise the following:

(a) terminate or suspend this Agreement, in whole or in part with immediate effect;

(b) charge the Customer storage fees for any Equipment which has not been delivered or collected;

(c) appropriate any payment made by the Customer to such of the Equipment or Services under this Agreement, as CVD thinks fit

(d) charge interest on the amount outstanding from the due date to the date of receipt by CVD, at the annual rate of 4% above the base lending rate from time to time of Barclays Bank Plc, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment, or, if less, the maximum amount permitted by law. CVD reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; and/or

(e) immediately suspend performance of all or any of its obligations under this Agreement.

- 7.6. The Customer shall pay all sums due under this Agreement without any discount, deduction, set-off or counterclaim whatsoever.
- 7.7. CVD reserves the right by giving notice to the Customer at any time before delivery or collection to increase the price of Equipment to reflect any increase in the cost to CVD which is due to any circumstances beyond the control of CVD (such as, without limitation, the price charged by CVD's suppliers, a change in applicable laws, any foreign exchange fluctuation, an alteration of duties, an increase in the cost of labour, materials, or other costs of manufacturers) or any change or omission in instructions from the Customer.
- 7.8. CVD shall be entitled for any Agreements including Services with an Initial Term of 12 months or more, to increase the Fees the Customer pays for Services after the first anniversary of the Agreement Date, and not more than once every year after that. Any increase in Fees will be an amount not to exceed the greater of:
- the increase in the Harmonised Index of Consumer Prices;
  - 10% of the Fees at the time of the increase; or
  - any increase applied by a relevant third party supplier.
- The Customer agrees that any such increase by CVD is reasonable and will not enable termination by the Customer. Where the increase is greater than 10%, CVD will give at least 10 Working Days' notice to the Customer.
- 7.9. In the event of any invoice being disputed, the Customer shall advise CVD in writing before the due date and invoke the Dispute Resolution Procedure in accordance with clause 14. The Customer shall pay any undisputed amount by the due date.
- 7.10. All payments payable to CVD under this Agreement shall become due immediately upon termination of this Agreement.
- 8. Customer Obligations**
- 8.1. The Customer:
- shall ensure that all equipment connected to any Services by it, or on its behalf, is technically compatible with the relevant Service(s) and that Customer Sites and the equipment therein contained complies with and is used in accordance with all reasonable procedures notified by CVD and any applicable legislation;
  - is solely responsible for selecting, supplying and maintaining its own facilities and equipment, unless outsourced to CVD by purchasing an available Service;
  - is solely responsible for the content and security of any data or information which it sends or receives using the Services, and will allow CVD to copy, display, distribute, download, transmit and otherwise use the Content solely and only as strictly required to perform its obligations under this Agreement ("Content" means the audio, video, film, slides or other images or text (digital or otherwise) either provided to CVD by the Customer for CVD's performance monitoring of the Services or transmitted by Customer through the Services);
  - will ensure that it has all necessary right, title and interest in the Content, and that it has obtained all consents, licences, permissions and releases necessary to grant CVD the right to distribute the Content;
  - shall comply at all times with all applicable laws and regulations including but not limited to any relevant UK Data Protection Legislation;
  - will only use the Services for lawful purposes;
  - shall, unless otherwise agreed during the course of this Agreement, have comprehensive general liability insurance covering public liability, employer's liability, professional indemnity, personal injury or death and property damage insurance with a combined single limit of at least two (2) million pounds sterling.
- 8.2. The Customer shall also maintain insurance covering Equipment leased or used for the Term by the Customer, and equipment used to access Services, against loss or physical damage. The Customer shall, as and when requested, provide CVD with such evidence as it may require in relation to its insurance.
- 9. Warranties**
- 9.1. Each party warrants that it:
- has the legal capacity and authority to enter into this Agreement; and
  - will comply with all applicable laws.
- 9.2. CVD warrants that it will perform the Services with reasonable care and skill and in accordance with good industry practice. Any alleged breach of this warranty must be reported to CVD promptly and in any event within 3 Working Days of the performance of the relevant Services. CVD's sole liability and the Customer's exclusive remedy shall be for CVD, at its sole option and expense, to either re-perform the Services within a reasonable time to cure the alleged breach or to refund to the Customer fees paid in respect of the breaching Services.
- 9.3. Equipment, including any software, parts or materials, is not manufactured or warranted by CVD and is supplied 'as is'. The Customer shall only be entitled to the benefit of any rights of return, warranty or guarantee:
- as CVD is able to pass on from its supplier;
  - as may be offered to the Customer directly by a sub-contractor; or
  - as may be expressly agreed between CVD and the Customer.
- 9.4. Warranties and remedies stated in this Agreement shall be the Customer's exclusive warranties and remedies and replace all other warranties or conditions, express or implied, including, but not limited to, any implied warranties or conditions of satisfactory quality, title and fitness for a particular purpose to the fullest extent permitted by law. CVD does not warrant that Equipment or Services will meet the Customer's requirements, that all faults will be fixed or that the use of Equipment or Services will be uninterrupted or error-free.
- 10. Software And Intellectual Property Rights**
- 10.1. No title or ownership of software supplied or made available by CVD to the Customer shall be transferred to the Customer. Software is licensed, not sold.
- 10.2. CVD warrants that all Intellectual Property Rights in or arising out of or in connection with the Services, Equipment or any works which are created by CVD shall be owned by CVD or its licensors.
- 10.3. The Customer acknowledges that the Intellectual Property Rights in any software supplied by CVD shall at all times and for all purposes vest and remain vested in the third party owner of such software. It is the Customer's sole responsibility at its sole cost to comply with any terms and conditions of any licence attaching to the software supplied or made available by CVD or included with the Equipment. The Customer's failure to comply with such terms could result in the Customer being refused a software licence or having it revoked by the owner of the Intellectual Property Rights, notwithstanding other remedies included in the relevant licence or by law.
- 10.4. The Customer agrees to indemnify and hold CVD harmless in respect of any costs, charges, damages, losses, expenses or other liability incurred by CVD as a result of any breach by the Customer of any applicable third party licence terms and conditions or failure to comply with the provisions of this clause 10.
- 10.5. The Customer agrees that any liability regarding breach of Intellectual Property Rights in the Equipment or Services originating from a third party shall be subject solely to the

- terms offered by such third party and that CVD shall have no liability to the Customer for third party Intellectual Property Right infringement claims in respect of such Equipment or Services.
- 10.6. CVD shall have no liability for Services performed in accordance with the Customer's specific instructions. Further, in the event of a third party claim being made or suspected against CVD or the Customer, CVD shall have the right at its sole option and expense to either:
- modify or re-perform the Services so that they are non-infringing; or
  - terminate the Customer's right to use the relevant Services and refund the fees paid in respect thereof.
- 10.7. This clause 10 states CVD's sole obligations and Customer's sole remedies with respect to Intellectual Property Rights infringement claims against the Customer.
- 11. Data Processing**
- 11.1. The Customer acknowledges and agrees that CVD may collect and process information given by the Customer, including, but not limited to information, including personal data, given in the Order Form, in forms on CVD's website, and in correspondence with CVD by telephone, e-mail or otherwise. The information given by the Customer to CVD may include individuals' names, addresses, e-mail addresses, phone numbers, financial and credit or debit card information including billing information, records of correspondence and any other personal information which the Customer may provide.
- 11.2. The Customer acknowledges and agrees that CVD may use the information provided by the Customer:
- to supply Equipment and Services to the Customer;
  - to process any payment by the Customer in accordance with the Agreement; and
  - to provide the Customer with information about similar Equipment and Services that CVD provide. The Customer may stop receiving this information at any time by contacting CVD and requesting such.
- 11.3. The Customer represents and warrants that it is authorised to give the acknowledgements and agreements set out above at clauses 11.1 and 11.2 on behalf of its relevant employees and agents whose personal data is being so collected, processed and used.
- 12. Exclusions And Limitations of Liabilities**
- 12.1. Notwithstanding any provision to the contrary in this Agreement, CVD does not seek to limit or exclude its liability to the Customer in respect of:
- death or personal injury resulting from its negligence;
  - fraud or statements made fraudulently; or
  - breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.
- 12.2. Subject to clause 12.1, CVD shall have no liability to the Customer for any: loss of profits; loss of revenue; loss of goodwill; loss of contracts; loss of business use; loss of anticipated savings; loss of or corruption to data; loss or damage suffered by the Customer as a result of an action brought by a third party; or indirect, special or consequential losses, even if such loss was reasonably foreseeable or if CVD had been advised of the possibility of the Customer incurring the same.
- 12.3. Subject to clause 12.1, nothing in this Agreement shall impose a greater liability on CVD than the suppliers to CVD owe CVD under the terms and conditions which govern that relationship. Copies of the relevant terms and conditions for the suppliers are available on request.
- 12.4. CVD accepts liability for damage to the Customer's tangible personal or real property caused by its negligence up to, in aggregate, one million pounds sterling (£1,000,000) per event or series of related events.
- 12.5. Subject at all times to the provisions of clauses 12.1-12.3 and 12.6, and any other exclusion or limitation of liability that may be stated in an applicable Schedule, CVD's entire liability to the Customer in respect of any breach of CVD's contractual obligations arising under this Agreement or any representation, statement or tortious act or omission including negligence arising under or in connection with this Agreement shall not exceed 115% of the Fees payable by the Customer to CVD in respect of the affected Equipment or Services in the 12 months preceding the breach, or £100,000; whichever is lower.
- 12.6. Subject to clause 12.1 CVD shall not be liable to the Customer for any failure of Equipment or Services due to:
- use in a manner which is not in accordance with the manufacturer's or CVD's instructions or recommendations, other failure to follow CVD's instructions, repair other than by CVD or use of parts or accessories not authorised by CVD;
  - any failure or defective working of the Equipment due to any fault, failure or change in the electricity supply service and/or other service providers' equipment and/or host PBX systems;
  - failure or fluctuations of electric power, air conditioning, humidity control or other environmental conditions; or
  - accident, neglect, misuse, negligent use, wilful abuse, or default of the Customer, its employees or agents or any third party.
- 12.7. The conditions implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Agreement.
- 12.8. The Customer hereby agrees to afford CVD no less than 15 Working Days in which to remedy any breach where the same is capable of remedy.
- 12.9. CVD and the Customer agree that the sums payable under this Agreement reflect the limitations and exclusions of liability detailed herein and that each Party has had the opportunity to consult suitably qualified personnel with regard to the effects of these provisions.
- 12.10. If CVD fails to meet any of its service level obligations as a result of any interruption or delay to the Services, CVD's sole liability to the Customer shall be to make service level rebates or credits available to the Customer in accordance with the applicable Service Schedule(s). Where there is no applicable service level rebate or credit, liability is limited to an amount equal to the charges billed for the affected Services for the period of the interruption or delay.
- 13. Termination**
- 13.1. CVD may terminate this Agreement immediately on giving written notice to the Customer if the Customer:
- has a receiver or administrative receiver or trustee in bankruptcy appointed;
  - passes a resolution for winding up, or has a winding order made against it (other than amalgamation or reconstruction) or commits or is adjudicated bankrupt;
  - commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
  - ceases or threatens to cease to carry on business;
  - is unable to pay its debts as and when they fall due or fails to pay on its due date any sum under this Agreement; and/or
  - gives CVD reason to believe that any of the events mentioned above is about to occur.
- 13.2. This Agreement may be terminated immediately by CVD on giving notice in writing to the Customer in the event that CVD or the Customer is ordered by any government,

regulatory or other competent authority to cease providing the Services.

- 13.3. Termination shall discharge CVD from liability for further performance of this Agreement and shall entitle CVD to enter the Customer's premises and recover any Equipment and/or materials which are CVD's property and the Customer hereby irrevocably licenses CVD, its employees and agents to enter its premises for that purpose.
- 13.4. CVD shall have the right to terminate this Agreement for convenience at any time on 90 days prior written notice, in which event the Customer shall be liable to pay Fees up to the date of such termination.
- 13.5. Either Party may terminate this Agreement immediately on giving written notice to the other if that other commits any material breach of this Agreement which, in the case of a breach capable of being remedied is not so remedied within 15 Working Days of a written request to do so. Notwithstanding the above, if a breach by CVD is remediable by CVD only in conjunction or with the assistance of a third party, this Agreement shall be suspended for up to ninety (90) days until the breach is capable of remedy by that third party.
- 13.6. Termination shall not affect the accrued rights or liabilities of either Party.
- 13.7. Any provisions of this Agreement which by implication would survive termination shall so survive in full force and effect.
- 13.8. The Customer may terminate this Agreement in whole or in part at any time by giving ninety (90) days written notice to CVD. The Customer shall be liable to pay the Early Termination Costs if they terminate this Agreement pursuant to this clause. The Customer agrees that it has had access to appropriate legal advice and accepts that this is a true reflection of the loss CVD will have suffered due to early termination of all or part of this Agreement.
- 13.9. Upon termination of this Agreement the Customer shall settle all outstanding Fees owed to CVD and shall be liable to pay CVD's reasonable costs in collecting any overdue payments and interest therein accrued.

#### 14. Dispute Resolution Procedure

- 14.1. Other than in circumstances giving a Party a right to terminate under the provisions of clause 13, any dispute arising from or in connection with this Agreement shall be dealt with in accordance with the dispute resolution procedure which is set out in this clause (the "Dispute Resolution Procedure").
- 14.2. The Customer or CVD shall be entitled to call a meeting with the other Party by written notice of at least 5 Working Days (or earlier with the consent of the other Party) in the event that the Party considers that a dispute has arisen. A representative of each Party shall attend such meeting and the Parties will use all reasonable endeavours to resolve the dispute.
- 14.3. If such meeting fails to resolve a dispute within 5 Working Days of the referral of the dispute to it, the dispute resolution procedure shall be deemed exhausted in respect of the dispute in question.
- 14.4. Neither Party will be entitled to commence legal proceedings in connection with any such dispute until 15 Working Days after the Dispute Resolution Procedure is deemed to be exhausted in respect of such dispute as set out in the clause above.
- 14.5. Notwithstanding the other provisions of this clause, a Party is in any event entitled to apply for injunctive relief in the case of breach or threatened breach of confidentiality, infringement or threatened infringement of its Intellectual Property Rights or those of a third party.
- 14.6. During the progress of the Dispute Resolution Procedure, if the Customer has an obligation to make payment to CVD, the sum relating to the matter in dispute will be paid into

an interest-bearing deposit account to be held in the names of the Parties at a clearing bank and such payment-in will, for the time being, be a good discharge of the Customer's payment obligations under this Agreement relating to the matter in dispute. Following final determination of the dispute, the principal sum and interest held in such account will be paid in accordance with such determination. The interest arising from the account will discharge the liability of the Customer to pay interest to CVD in respect of the period when such monies were in such account.

#### 15. General

- 15.1. Invalidity and Severability. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Agreement shall not affect the validity and enforceability of the rest of this Agreement.
- 15.2. "Force Majeure". CVD shall not in any circumstances have any liability to the Customer under this Agreement if it is prevented from, or delayed in, performing its obligations under this Agreement or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including, without limitation:
  - (a) an act of God, fire, flood, storm, severe weather conditions or other natural event;
  - (b) war, terrorist action, act of violence, hostilities, revolution, riots or civil disorder;
  - (c) any destruction, breakdown (whether permanent or temporary) or malfunction of, or damage to any premises, plant equipment or materials (including, without limitation, any computer hardware or software or any records including any bugs in operating software, viruses, corrupt data or back-up failures);
  - (d) failure or fluctuations of electric power, air conditioning, humidity control or other environmental conditions;
  - (e) the introduction of, or any amendment to, a law regulation, or any change in the interpretation or application of any such law or regulation by a competent authority;
  - (f) any strike, lock-out or other industrial action;
  - (g) any obstruction of any public or private highway or any event which restricts access to relevant premises; or
  - (h) insolvency or similar business failure of, a third party, including an agent or sub-Contractor.
- 15.3. Waiver. No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 15.4. Assignment.
  - (a) The Customer shall not, without the prior written consent of CVD, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
  - (b) CVD may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement without the need to seek consent or to inform the Customer.
- 15.5. No Partnership/ Agency. Nothing in this Agreement is intended to, nor shall operate to, create a partnership between the Parties, or to authorise either Party to act as agent for the other, and neither Party shall have authority to act in the name or on behalf of or otherwise to bind the

other in any way (including without limitation the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

15.6. Third Parties. A person who is not a party to this Agreement shall have no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Agreement provided that this shall not affect any right or remedy which exists or is available apart from that Act.

15.7. Marketing and PR. The Customer agrees that CVD may identify the Customer as a customer of CVD and create and make available a case study or similar of the work that CVD has done for the Customer. Other marketing activities will be subject to the co-operation of the Parties.

15.8. Anti-Bribery Commitment. The Parties agree that they shall:

(a) comply with all applicable laws, statutes, directives and/or regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;

(b) not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010;

(c) have and comply with their respective anti-bribery policies, a copy of which shall be available on request;

(d) implement 'adequate procedures' in line with the guidance issued by the Secretary of State under section 9 of the Bribery Act 2010;

(e) promptly report to the other any request or demand which if complied with would amount to a breach of either this Agreement or their anti-bribery policy; and

(f) ensure that any person associated with it that is performing Services and/or providing Equipment in connection with this Agreement does so only on the basis of a written agreement which imposes on and secures from such person terms equivalent to those imposed in this clause. Any breach of this provision shall be deemed a material breach of this Agreement incapable of remedy (save for breach of sub-clause (d) which shall be deemed capable of remedy), entitling the other Party to terminate this Agreement forthwith.

15.9. Notices.

(a) Any notice or other communication given to a Party under or in connection with this Agreement shall be in writing and shall be (i) delivered by hand; (ii) delivered by post requiring acknowledgement of receipt or be sent via email.

(b) The addresses for service of notice are, (i) in the case of the Customer, the Registered Address; and (ii) in the case of CVD, the company's registered office or, in [legal@cvdgroup.com](mailto:legal@cvdgroup.com) or any such address as either Party

may designate by giving notice in accordance with the provisions of this clause.

(c) Any notice or communication shall be deemed to have been received; if delivered by hand, on signature of a delivery; or if delivered by post, at the earlier of 9.00am on the second Working Day after posting or the time recorded by the delivery service.

15.10. Entire Agreement.

(a) This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

(b) Each Party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

(c) Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

15.11. Confidentiality.

(a) Each Party undertakes that it shall not at any time disclose to any person any Confidential Information concerning the business, affairs, customers, clients or suppliers of the other Party, except as permitted by sub clause (b).

(b) Each Party may disclose the other Party's Confidential Information: (i) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this Agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's Confidential Information comply with this clause 15.11; and (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

(c) Neither Party shall use the other Party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

15.12. Law. This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including without limitation disputes or claims) are governed by and construed in accordance with the laws of England and Wales and each Party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales.

## Schedule for the Sale of Equipment

This Schedule details the specific terms and conditions that apply to the sale of Equipment, or supply of leased Equipment by CVD to the Customer, in addition to the General T&Cs.

### 1. Installation

- 1.1. Where installation by CVD has been expressly agreed, CVD shall install the Equipment at the Installation Address on or as soon as reasonably practicable after delivery.
- 1.2. If in the reasonable opinion of CVD it is necessary to remove or otherwise disconnect any of the Customer's existing equipment then the Customer shall permit and obtain all necessary consents for such removal and/or disconnection and shall give CVD all necessary assistance for the same to be carried out or if so required by CVD the Customer shall do so itself.
- 1.3. The Customer shall make available to CVD such programs, operating manuals and information as may be necessary to enable CVD to perform its obligations hereunder and shall if requested by CVD provide staff familiar with the Customer's programs and operations and who shall co-operate fully with CVD.
- 1.4. The Customer shall provide such telecommunication facilities as are reasonably required by CVD for testing and diagnostic purposes or for any other reasonable purpose at the Customer's expense.
- 1.5. Once the Equipment has in the opinion of CVD successfully passed its installation tests the Equipment shall be deemed accepted by the Customer.
- 1.6. The Customer shall not be entitled to delay acceptance of Equipment (or to delay payment or commencement of any lease or finance agreement in relation to Equipment) in the event that any third party (including BT or any other service provider) fails for any reason to supply or install any line, service or equipment for use with the Equipment.

- 1.7. If the Customer connects the Equipment to any telecommunication system the Customer shall be responsible for obtaining the consent of the owner of that system (if necessary) to such connection and for complying with all conditions relating thereto.

### 2. Exclusions And Limitations of Liabilities

- 2.1. In addition to the matters for which CVD excludes or limits liability in clause 12 of the General T&Cs, CVD shall have no liability to the Customer for the following, and any costs incurred by CVD in respect thereof shall be paid by the Customer:
  - (a) any delay in the installation, replacement, alteration, removal or otherwise of, or to, the Equipment, howsoever caused;
  - (b) any bug in any operating software, viruses, corrupt data or back-up failures;
  - (c) accident, neglect, misuse, negligent use, wilful abuse or default of the Customer or any third party;
  - (d) any fault in any attachments or associated equipment (whether or not supplied by CVD) which do not form part of the Equipment;
  - (e) any attempt by any person other than CVD's personnel to adjust, repair, support or maintain the Equipment;
  - (f) any crash or failure of fixed or removable storage media;
  - (g) moving the Equipment from one location or device to another;
  - (h) connection of the Equipment to equipment or services in a manner contrary to that recommended by CVD; and
  - (i) any loss, damage or expense suffered by the Customer in the event of telephone fraud, system hacking or any other type of abuse of the system or equipment, howsoever this may occur, and whether perpetrated by the Customer's staff or other third parties.

## Schedule for Statement of Works

This Schedule details the specific terms and conditions that apply to works, in addition to the General T&Cs.

### 1. Services

- 1.1. The Services provided here under shall be the provision of engineers and expertise to undertake projects.

## Schedule for Hosting Services

This Schedule details the specific terms and conditions that apply to the provision of hosting services, in addition to the General T&Cs.

### 2. Termination

- 2.1. The Early Termination Fees shall be 100% of the fees payable for the remainder of the Term.

### 1. Services

- 1.1. The Services provided hereunder shall be the provision of hosting.

## Schedule for Monitoring Services

This Schedule details the specific terms and conditions that apply to Monitoring Services, in addition to the General T&Cs.

### 1. Services

- 1.1. The Services provided hereunder shall be Monitoring Services as stated in the Order Form, each as further detailed in their respective Service Schedules.
- 1.2. If it becomes necessary to modify the Service then CVD may, by giving reasonable notice, migrate the Customer to the modified Service or to a suitable alternative Service. The Services will be provided to the Customer via the portal provided to the Customer once the service is activated.
- 1.3. In the case of an unmanaged device Charterhouse is solely responsible for the provision of the monitoring service via the portal in 1.2 and the customer sole remedy shall be that in 2.3 of this schedule.
- 1.4. In the case of a managed device Charterhouse is responsible for the Services described in 1.3 and in addition will manage any generated alerts in line with Service Description for the Services.

### 2. Term, Termination and Suspension

- 2.1. The Early Termination Fees shall be 100% of the fees that would have been payable up to the expiry of the Term. Such fees shall be calculated as the then current Annual Fee pro-rated.
- 2.2. CVD may limit, suspend or cancel all or part of a Service at any time with such notice as is reasonable in the circumstances if:
  - (a) the supply or use of a Service is, or is likely to become illegal or unlawful; or
  - (b) in CVD's reasonable opinion, the provision of a Service is likely to cause death or personal injury or damage to property.
- 2.3. Suspension shall not be a waiver of any right of termination. If a Service has been suspended other than for reason of a breach by the Customer, Service shall be restored as soon as reasonably possible and the applicable Service charges shall be rebated on a pro-rata basis in accordance with the Service Guide. If the Service has been suspended for any other reason stated within the terms of this Agreement and the Customer requests that the Service be restored, CVD may restore the Service after satisfaction of conditions and imposition of charges as CVD may reasonably require.
- 2.4. Any equipment supplied by CVD in relation to the Services shall be deemed to be and remain the property of CVD at all times and the Customer agrees to return all such equipment to CVD in good working order (fair wear and tear excepted) within ten (10) Working Days of the date of termination of the Services for any reason. The Customer agrees to pay CVD for any equipment not so returned.

### 3. Payment and Charges

- 3.1. The Customer shall pay Fees equal to a quarter of the annual Fees payable (the "Deposit") as a condition of CVD's entry into this Agreement which shall act as a security deposit.
- 3.2. Unless otherwise specified in the Order Form, charges will be fixed for the Initial Term.
- 3.3. CVD shall invoice the Customer any set up and one-off fees as of the Agreement Date. CVD shall invoice the Customer the fees for the first Billing Period on the Agreement Date and subsequent Billing Periods will be invoiced as per the Billing Frequency as per the Order Form.

CVD are not obliged to detect or report unauthorised or fraudulent use of the Service(s). Customer shall be solely

responsible for all charges incurred through or as a result of fraudulent or unauthorised use of the Service(s).

## Schedule for the Maintenance of Telecoms, Video-Conferencing and Network Equipment; security product maintenance and software maintenance

This Schedule details the specific terms and conditions that apply to the maintenance of telecoms equipment (including video-conferencing), security product maintenance and software maintenance by CVD for the Customer in addition to the General T&Cs.

### 1. Services

- 1.1. The Services shall be the maintenance of telephony, video-conferencing and network devices as listed on the Order Form ("Devices") which are installed at the location(s) specified on the Order Form.
- 1.2. Where Devices have Replacement Cover as indicated on the Order Form, CVD will replace faulty Devices with, where possible, alternative equipment with equivalent functionality. Where Devices do not have Replacement Cover, CVD's obligations are limited to advising the Customer of replacement equipment that the Customer may choose to purchase at its own cost and expense.

### 2. Term and Termination

The Early Termination Costs shall be the Fees due for the remainder of the Term and payable on demand less a 51% early settlement discount.

### 3. Customer Obligations

- 3.1. The Customer shall notify CVD of any fault in the Devices and/or any required repair immediately by telephone, and shall promptly provide CVD with any information which CVD reasonably requires to enable CVD to provide Services in accordance with this Agreement.
- 3.2. Unless otherwise authorised in writing by CVD or where CVD has specifically trained the Customer to do so, the Customer shall ensure that the Equipment (excluding end user devices) shall not be moved, altered, adjusted or repaired except by CVD personnel. The Customer shall be

## Schedule for Telephone Call Routing and Line Rental Services

This Schedule details the specific terms and conditions that apply to the provision of call routing and line rental services by CVD to the Customer in addition to the General T&Cs.

### 1. Services

- 1.1. The Services shall be the provision of call routing and line rental in accordance with the Order Form.
- 1.2. Owing to the nature of telecommunications, it is impossible to guarantee a fault free service. Quality and availability of services may be affected by factors outside CVD's control such as physical obstructions or faults in the public telecommunications networks.
- 1.3. The Customer acknowledges that set-up and installation services may require its co-operation with one or more third parties over which CVD has no control and that considerable time may be involved in such services. The Customer agrees to co-operate in full with all reasonable requests regarding set-up and installation.
- 1.4. The Customer shall be responsible for the proper use of the Services in accordance with applicable law and undertakes:
  - (a) not to connect to and use the Services other than by means of equipment approved for connection under the Telecommunications Act 1984 and amendments to it that may be made from time to time (the "Act") and to use the Services solely in accordance with the Act; and
  - (b) not to contravene the Act, including any other relevant legislation, regulation or licence from time to time.

fully responsible for any such work that it performs itself and shall notify CVD of such work to enable CVD to continue to fulfill its obligations.

- 3.3. The Customer shall use and maintain Equipment (and end user devices) including ensuring it is updated and upgraded in compliance with the recommendations of the manufacturer of that Equipment.
- 3.4. Theft, loss, the destruction of or damage to Equipment shall not affect the Customer's obligations under this Agreement.
- 3.5. If PBX equipment fails, excluding handsets, then CVD shall replace that equipment with functionally equivalent equipment except in the instance where the failure of the equipment was due to the negligence or other fault of the Customer. All LAN services such as routers, firewalls and switches are the Customer's responsibility to replace.

### 4. Price and Payment

- 4.1. Additional Fees shall be payable by the Customer in the event that:
  - (a) maintenance, repair or replacements to the Equipment are made necessary by the improper use of the Equipment, repairs or other activity being undertaken by persons other than CVD personnel or any failure by the Customer to meet its obligations under this Agreement, and/or
  - (b) CVD is asked by the Customer to provide any other service not specified (including but not limited to moves, adds, changes or reprogramming the Equipment).

- 1.5. If, in CVD's opinion, the Customer is using the Services for a fraudulent or other illegal purpose, CVD may suspend the Services with immediate effect.
- 1.6. CVD may change any telephone number allocated to the Customer after giving reasonable notice to the Customer where such change is necessary in order for CVD to comply with a law or regulation or for operational reasons.
- 1.7. All Equipment supplied by CVD to the Customer as part of, during the provision of or to enable the Services remains the property of CVD at all times, and shall be removed by CVD at the end of the Term. The Customer will take proper care of and not tamper with or remove such Equipment and will be liable to CVD for any loss of or damage caused to it.
- 1.8. The Customer may request additional lines and/or sites to be connected to the Services, which if CVD agrees, shall be under the same terms and conditions as this Agreement, but each new Service or line rental shall have a minimum committed term of twenty four (24) months from the date of provisioning of each such new Service or line which may extend the Term.
- 1.9. The Customer shall obtain any relevant consents and approvals for the installation and use of any equipment with the Services. CVD shall have no liability under this Agreement for failure to comply with its obligations in any case where the Customer does not comply with any laws or regulations or does not obtain such consents or approvals and if CVD incurs any costs, either in connection with a liability to a person or in any other way, arising out of any such omission by the Customer then the Customer shall promptly reimburse such amounts to CVD.

## 2. Term and Termination

- 2.1. The Early Termination Costs for this Service shall be:
- (a) any set-up costs that CVD may have incurred in relation to installation and/or commencement of this Service, including but not limited to engineering, installation, site preparation and the cost of diallers;
  - (b) all lost revenues that CVD will suffer due to early termination of this Agreement, such calculation of revenues being based on the Customer's average call billing levels and agreed line rental charges invoiced to the Customer from the Agreement Date together with an administration fee calculated at 5% of such amount.
- 2.2. When line rental Services are initially priced, a discount is built into the charges for customers who choose to also route all their calls with CVD. As a consequence, should call routing be cancelled for any reason then the ongoing line rental charges will be increased by 20% to reflect the actual costs CVD has and will incur in providing the Services and also in monitoring and managing faults on another carrier's network.

## 3. Payment and Charges

- 3.1. Call usage charges will be at CVD's then current list price. Monthly charges for line rentals (when and where applicable) will be as agreed.
- 3.2. The prices offered to, and agreed by the Customer, and any variations thereof agreed during the term of this Agreement are set by CVD on the basis that all, or the substantial part of the Customer's calls are routed via CVD during the Term. Failure by the Customer to pass all, or the substantial part of, their calls via CVD will be a material breach of this Agreement.
- 3.3. During the Term, Fee reductions may be offered by CVD to the Customer from time to time. Such reductions are based on call volume levels remaining consistent. Thus,

the acceptance by the Customer of new tariffs under this Agreement shall automatically commit the Customer to a further contractual minimum duration of 12 months from the date of such change in call tariff.

- 3.4. CVD will prepare invoices for all charges in such form as CVD specifies from time to time. Usage charges will be calculated by reference to data recorded or logged by CVD and not by reference to any data recorded or logged by the Customer.

## 4. Unauthorised Use

- 4.1. CVD does not warrant or represent that any telephone system is immune from fraudulent intrusion or unauthorised use (including its interconnection to long distance networks) and accordingly CVD will not be liable for any loss, damage, cost or expense directly or indirectly occasioned thereby. Specifically, CVD shall not be liable for any loss, damage or expense suffered by the Customer in the event of telephone fraud, system hacking or any other type of abuse of the system, software or equipment experienced by the Customer, howsoever this may occur, and whether perpetrated by the Customer's staff or other third parties.
- 4.2. The Customer shall be responsible for all charges incurred in connection with any use of the Services, whether or not it has authorised such use, and for ensuring that the Services are not used for the sending of any defamatory, offensive, abusive, fraudulent, obscene or menacing material or in a manner which infringes the rights of any person (including rights of copyright or confidentiality). If CVD incurs any losses or costs, either in connection with liability to a person or in any other way, arising out of any such use then the Customer shall promptly reimburse such amounts to CVD on a full indemnity basis.

## Schedule for the Maintenance of Reprographic Equipment

This Schedule details the specific terms and conditions that apply to the maintenance of reprographic equipment by CVD for the Customer in addition to the General T&Cs.

### 1. Services

- 1.1. The Services shall be the maintenance of reprographic devices as listed on the Order Form, including any manufacturers' firmware and OneStop or other relevant monitoring software when included (the "Devices") and/or the software identified on the Order Form (the "Software"), which are installed at the location(s) specified on the Order Form.

### 2. Term and Termination

- 2.1. The Early Termination Fees are:
- (a) where quarterly charges are specified: 100% of the quarterly charges payable for the remainder of the current and subsequent quarter; and 49% of the quarterly charges payable for the remainder of the Term thereafter; or
  - (b) where no quarterly charge is specified, 49% of the Customer's average quarterly invoice value payable for the rest of the Term thereafter.

### 3. Customer Obligations

- 3.1. The Customer shall notify CVD of any fault in the Devices and/or any required repair immediately by telephone, and shall promptly provide CVD with any information which CVD reasonably requires to enable CVD to provide Services in accordance with this Agreement.
- 3.2. For Devices, the Customer agrees to:

- (a) provide a suitable location for the Devices including power and telephone line(s) supply and free from dust/damp;
  - (b) not neglect, misuse, move or relocate the Devices or make changes to them without the written consent of CVD (such consent not to be unreasonably withheld, although any assistance provided by CVD with relocation may be chargeable as a statement of works);
  - (c) not obtain service for the Devices from any other entity at any time;
  - (d) make available all documentation, media and software necessary for the efficient maintenance of the Devices and (e) be responsible for those duties and requirements in respect of the Devices as prescribed in the related user/operator manual (plus associated documentation), this Agreement, training recommended relating to the Devices, CVD's website or other best practice guidance and in CVD's or the manufacturer's published specification for the Devices, all of which the Customer acknowledges as having received, read and understood. For the avoidance of doubt, the Services do not cover work which can reasonably be considered to be routine operation of the Devices such as installing toner or clearing paper jams.
- 3.3. For Software, the Customer agrees that it will:
- (a) not alter, modify or enhance the Software or merge it with other software save as advised by CVD; and
  - (b) perform regular maintenance on the Software including regular and successful data back-up, regular scanning for viruses and other malicious software and recommended maintenance in line with the manufacturers' published recommendations.

#### 4. Service Exclusions

- 4.1. The Services do not include, and the Customer will be charged separately for:
- (a) Services in respect of Devices or Equipment not detailed in this Agreement;
  - (b) work done or services provided at the Customer's request due to improper maintenance or support of Equipment or Devices or where no fault is found or where Customer has not met its obligations under this Agreement;
  - (c) any maintenance, support work or service not expressly included in an Order Form;
  - (d) services rendered significantly more difficult because of changes, alterations or additions to the Devices other than by CVD or difficulty in accessing the Devices;
  - (e) attendance to faults caused by operation of the Devices outside design specifications or manufacturer recommended volumes or not in accordance with documentation or manuals for the Devices or Software;
- 4.2. The Services for Devices do not include any work required:
- (a) because software or other contingent data has been lost or damaged by any person as a result of:
    - (i) use of products in conjunction with equipment not approved by CVD,
    - (ii) any cause other than fair wear and tear, for example neglect, misuse or excessive force
    - (iii) failure due to fluctuation of power, air conditioning or humidity control or other environmental conditions (e.g. damp, dust or radiation) or any defect or failure in telecommunications networks;
    - (iv) the neglect or fault of a third party; or
    - (v) any insured risk;
  - (b) for the restoration of supported software or supply of new versions of software not included in the Services;
  - (c) because of specification changes, addition and/or removal of accessories, attachments and other devices or alterations or any external electrical work;
  - (d) which would in have been unnecessary if the Customer had installed and implemented available software updates or upgrades, whether or not separately chargeable by CVD;
- 4.3. The Services for Software do not include:
- (a) any on-site support unless separately agreed from time to time;
  - (b) support for software not listed in this Agreement;
  - (c) user training or administrative tasks;
  - (d) restoration of Software or supply of new versions of Software not included in the Services;
  - (e) removal of viruses, Trojan horses, spyware, adware, bugs or other disabling or malicious code or software from the Customer's systems; or
  - (f) the repair of damage caused by any of the foregoing;
  - (g) the evaluation, recovery and repair of the underlying server or database infrastructure and associated data;
  - (h) recovery of Software following theft, destruction or failure of underlying server or database infrastructure, services in respect of equipment or peripheral devices not detailed in this Agreement;
  - (i) Support calls resulting from changes made by the Customer;
  - (j) administrative issues (including loss of data) or assistance with issues which are dealt with during training;
  - (k) replacement of lost, stolen or damaged licensing certificates or media; and/or

- (l) any time spent by CVD in providing Services which would in CVD's reasonable opinion have been unnecessary if the Customer had installed and implemented available Software updates or upgrades, whether or not separately chargeable by CVD.

#### 5. Pricing and Payments

- 5.1. This Agreement is subject to a minimum quarterly charge of ninety pounds per Device.
- 5.2. For the Initial Term only, any stated charge per sheet includes parts, labour and consumables required to produce copies (save where standard toner is as not included) but not paper, waste toner collector or staples. Where toner is included, this shall include toner usage up to 10% coverage. Where, in CVD's reasonable opinion, toner usage exceeds 10% CVD reserve the right to charge for the additional toner.
- 5.3. Paper, waste toner, other non-included toner and staples will be invoiced separately if and when these are ordered by the Customer.
- 5.4. Some Devices, particularly colour photocopiers, may have more than one meter. These Devices may have separate costs per sheet as indicated on the Order Form and all meter readings for all Devices must be provided on request.
- 5.5. CVD will collect meter readings automatically using OneStop or other relevant monitoring software. If this is not possible 5% uplift may apply to the charges for the related meter readings to cover the additional costs of obtaining the readings. Should it become necessary for an engineer to attend the Customer's premises to obtain a meter reading CVD reserves the right to also charge for such attendance at its then current rates. At CVD's option, CVD may charge based upon an estimate calculated from previous usage. Adjustments will be made on the subsequent invoice.
- 5.6. Should the Customer redirect printing to equipment other than the Devices such that a quarterly invoice based upon a meter reading is less than 50% of the average quarterly invoice over the preceding year then CVD shall be entitled to charge 49% of the average quarterly invoice rather than the amount based upon usage.
- 5.7. The cost per sheet is based on single-sided, A4 sized paper. A3 or double-sided copies shall count as two copies, and double sided A3 copies shall count as four copies.
- 5.8. CVD will invoice the Customer quarterly in arrears for the actual usage recorded on the meter card or such other amount estimated by CVD in accordance with this clause at the applicable meter rate.
- 5.9. If the parties agree a minimum payable number of copies, the Customer shall make payment for this amount quarterly in advance. Any copies over that minimum number will be included in the following quarterly invoice. Where different Devices have different charges per sheet and the Customer has exceeded the minimum number of copies, CVD will apply the lowest price per sheet first going up to the highest.
- 5.10. CVD shall retain ownership of items supplied by it pursuant to its service obligations hereunder until payment has been received.
- #### 6. Property
- 6.1. Any replacement parts supplied by CVD during the Term shall remain the property of CVD.

## Schedule for Mobile Telephony Solutions

This Schedule details the specific terms and conditions that apply to Mobile Telephony Solutions, in addition to the General T&Cs.

### 1. Services and Equipment

- 1.1. CVD shall introduce the Customer to mobile network operators ("MNO") and the Customer will enter into a separate airtime/data agreement with its chosen MNO, which shall be on the MNO's standard terms and conditions (the "MNO Agreement").
- 1.2. For as long as the Customer maintains CVD as its appointed MNO dealer with the MNO, the Services that CVD will make available to the Customer are:
  - (a) management of the Customer's account in accordance with the MNO Agreement so that the Customer has an appropriate tariff from those available, and
  - (b) support of the Customer's mobile service including liaising with (i) the MNO on Customer's behalf to seek resolution of network issues; and (ii) the equipment suppliers regarding hardware problems.
- 1.3. The Equipment hereunder will be handsets and other devices which the Customer may order from CVD from time to time for use pursuant to its MNO Agreement.
- 1.4. The Services shall be made available to any affiliate of the Customer and the Customer shall be entitled to enter into this Agreement for the benefit of its affiliates.
- 1.5. For the Customer's ease of operating its account, additional connections or upgrades can be authorised via email to [mobiles@cvdgroup.com](mailto:mobiles@cvdgroup.com) and the execution of further Order Forms shall not be required.

### 2. Equipment and Equipment Fund

- 2.1. All Equipment ordered by the Customer is subject to stock availability and credit clearance and is subject to the terms of the Schedule for the Sale of Equipment. In the event of a conflict between Schedules, this Schedule shall take precedence over the Sale of Equipment Schedule, and the General T&Cs.

- 2.2. Where the Order Form shows a value for an Equipment Fund (the "Equipment Fund"), CVD shall make such amount available to the Customer for its purchase of Equipment from CVD or to offset against any invoices issued to it by CVD until the Customer has utilised the full Equipment Fund.

- 2.3. If the Customer requires any restrictions over its use of the Equipment Fund it is the Customer's obligation to make such restrictions known to CVD who will use reasonable efforts to comply with them.

- 2.4. In the event that the Customer wishes to terminate the MNO Agreement or request a change in dealer authority prior to expiry of the minimum term of the MNO Agreement then the Customer shall reimburse CVD on a pro-rata basis for the unexpired portion of such minimum term for any account credits, Equipment Funds or discounts provided by CVD to the Customer in connection with this Agreement. This includes the cost of any Equipment previously purchased by CVD for supply to the Customer on a 'free of charge' basis.

### 3. Charges

- 3.1. All charges arising under the MNO Agreement are payable directly to the MNO pursuant to the terms of the MNO Agreement.
- 3.2. The MNO requires CVD to inform the Customer, and the Customer agrees that:
  - (a) all charges are calculated on the basis of payment by direct debit. Payment by other methods will incur an additional fee;
  - (b) all price plans come with free online itemised billing as standard. Paper itemised billing can be requested and will be charged;
  - (c) all pricing and charges are subject to the addition of VAT at the then applicable rate; and
  - (d) all orders are payable in GBP sterling.
- 3.3. The Customer acknowledges and agrees that CVD are not the agent of the MNO and do not accept liability for any defective performance of the MNO.

## Schedule for Connectivity Services

This Schedule details the specific terms and conditions that apply to Connectivity Services, in addition to the General T&Cs.

### **4. Services**

4.1. The Services provided hereunder shall be Wide Area Network ("WAN") Services and/or Internet Services as stated in the Order Form, each as further detailed in their respective Service Schedules.

4.2. If it becomes necessary to modify the Service then CVD may, by giving reasonable notice, migrate the Customer to the modified Service or to a suitable alternative Service. If the new Service is materially detrimental to the Customer, the Customer may terminate the Service without penalty on 20 Working Days' notice.

### **5. Term, Termination and Suspension**

5.1. The Early Termination Fees shall be 100% of the fees that would have been payable up to the expiry of the Term. Such fees shall be calculated as the then current Annual Fee pro-rated.

5.2. CVD may limit, suspend or cancel all or part of a Service at any time with such notice as is reasonable in the circumstances if:

- (a) the supply or use of a Service is, or is likely to become illegal or unlawful; or
- (b) in CVD's reasonable opinion, the provision of a Service is likely to cause death or personal injury or damage to property.

5.3. CVD may limit, suspend or cancel all or part of a Service at any time on 5 Working Days' notice if the Customer:

- (a) consumes the Service in an amount that materially exceeds its credit limit;
- (b) acts outside of the Acceptable Use Policy at [www.cvdgroup.com/legal](http://www.cvdgroup.com/legal) (the "AUP"); or
- (c) is not using the Service in accordance with the provisions of this Agreement, its use of a Service interferes with the proper operation of the network and the Customer fails to rectify the situation within a reasonable time frame.

5.4. CVD may suspend access to any or all Services forthwith in the event that such suspension is:

- (a) for the purpose of carrying out scheduled or emergency maintenance; or
- (b) to substitute, change, reconfigure, relocate or rearrange Service as agreed with the Customer.

5.5. Suspension shall not be a waiver of any right of termination. If a Service has been suspended other than for reason of a breach by the Customer, Service shall be restored as soon as reasonably possible and the applicable Service charges shall be rebated on a pro-rata basis in accordance with the Service Guide. If the Service has been

suspended for any other reason stated within the terms of this Agreement and the Customer requests that the Service be restored, CVD may restore the Service after satisfaction of conditions and imposition of charges as CVD may reasonably require.

5.6. Where provision of a Service has been suspended, the Customer agrees to pay a re-connection charge if requested by CVD.

5.7. Any equipment supplied by CVD in relation to the Services shall be deemed to be and remain the property of CVD at all times and the Customer agrees to return all such equipment to CVD in good working order (fair wear and tear excepted) within ten (10) Working Days of the date of termination of the Services for any reason. The Customer agrees to pay CVD for any equipment not so returned.

### **6. Payment and Charges**

6.1. The Customer shall pay Fees equal to a quarter of the annual Fees payable (the "Deposit") as a condition of CVD's entry into this Agreement which shall act as a security deposit.

6.2. Unless otherwise specified in the Order Form, charges will be fixed for the Initial Term.

6.3. In the event of any change in applicable law or regulation that materially changes the cost of delivery of Services, or any material fluctuation in currency (taken to be an increase in CVD's costs of 10% or more), CVD shall give the Customer written notice of an increase in Fees and Customer shall have twenty (20) Working Days to accept or serve notice of termination. Services provided after such twenty (20) Working Day period shall be at the increased charge.

6.4. CVD shall invoice the Customer any set up and one-off fees as of the Agreement Date. CVD shall invoice the Customer the fees for the first Billing Period on the Agreement Date and subsequent Billing Periods will be invoiced as per the Billing Frequency as per the Order Form.

6.5. CVD are not obliged to detect or report unauthorised or fraudulent use of the Service(s). Customer shall be solely responsible for all charges incurred through or as a result of fraudulent or unauthorised use of the Service(s).

### **7. Customer Obligations**

7.1. The Customer:

- (a) shall be bound by the AUP; and
- (b) accepts that any circuit shifts, required from time to time and requested by the Customer, are at CVD's discretion when the tail is in contract with CVD. The Customer accepts that circuit shifts are not possible during the first twelve (12) months of the Term;

## Schedule for the Supply and Maintenance of Docuware and/or Ezescan

This Schedule details the specific terms and conditions that apply to the supply and maintenance of Docuware and/or Ezescan software in addition to the General T&Cs.

### 1. Equipment and Services

For the purposes of this Schedule, "Software" shall be the Docuware and/or Ezescan software and the Services shall include the consultancy, installation and maintenance services and any online services (the "Online-Services"), all solely as indicated in the Order Form.

### 2. Term and Termination

2.1. The Early Termination Fees shall be 100% of the quarterly charges payable for the remainder of the current year subject to a minimum charge of 6 months at full price plus 49% of the charges payable for the remainder of the Term thereafter.

### 3. Additional Terms

3.1. Further to the General T&Cs, the licence terms applicable to Docuware software are as at [www.docuware.com/legal](http://www.docuware.com/legal) and those applicable to Ezescan software are as at <https://www.ezescan.co.uk/downloads/license-agreements/united-kingdom>. The Customer hereby agrees to such of those terms as are applicable to the Software ordered by it hereunder and its use of such Software confirms such agreement.

3.2. Licensors of the Software have the right to make changes to the specification of the Software at any time which do not materially adversely affect the Software.

3.3. With respect to any Online-Services the Parties agree that the provisions of Exhibit 1 to this Agreement shall apply. In the event of any conflict, the provisions in Exhibit 1 shall prevail.

### 4. Maintenance Services

4.1. The Customer acknowledges that the original licensor(s) of the Software requires end users to be subject to a valid maintenance agreement for the Software and Online-Services at all times during the Term.

4.2. During the Term, CVD will use reasonable endeavours to provide or procure maintenance services for the Software and Online-Services as set out in this Agreement.

### 5. Customer Responsibilities

5.1. The Customer agrees that it will not alter, modify nor enhance the Software, nor merge it with other software save as advised by CVD.

5.2. The Customer shall perform regular maintenance on the Software including regular and successful data back-up, regular scanning for viruses and other disabling devices and recommended maintenance in line with the manufacturers' published recommendations.

### 6. Service Exclusions

- 6.1. The Services do not include:
- (a) any on-site Services unless separately agreed from time to time;
  - (b) support for software not listed in the Order Form;
  - (c) user training, how to use requests or administrative tasks;
  - (d) restoration of Software or supply of new versions of Software not included in the Services or any disaster recovery;
  - (e) removal of viruses, Trojan horses, spyware, adware, bugs or other disabling or malicious code or software from Customer's systems or the repair of damage caused by any of the foregoing or by the Customer;
  - (f) the evaluation, recovery and repair of the underlying server or database infrastructure and associated data;
  - (g) recovery of Software following theft, destruction or failure of underlying server or database infrastructure;
  - (h) services in respect of equipment or peripheral devices not detailed herein;
  - (i) services resulting from changes made by the Customer, administrative issues (including loss of data) or assistance with issues dealt with during training.
  - (j) replacement of lost, stolen or damaged licensing certificates or media; and
  - (k) any time spent by CVD in providing Services which would in CVD's reasonable opinion have been unnecessary if the Customer had installed and implemented available Software updates or upgrades, whether or not separately chargeable by CVD.

### 7. Pricing and Payments

7.1. Further maintenance services and Online-Services will be invoiced annually in advance. Additional Services which CVD subsequently agrees to provide will be invoiced in advance.

7.2. With regard to Online Services, the Customer acknowledges and agrees that Docuware has the right to demand an assignment to it from CVD of payment claims against the Customer and the Customer shall comply with such assignment.

**Exhibit 1 to the Schedule for the Supply and Maintenance of Docuware and/or Ezescan- Terms applicable to Online-Services**

**1. Scope of this Exhibit**

1.1. This Exhibit governs the use of Online-Services. Customer is aware that the Online-Services are provided by DocuWare Europe GmbH, of Therese-Giehse-Platz 2 in D-82110 Germering, Germany ("DocuWare"). The Customer acknowledges that the Online-Services are protected by Intellectual Property Rights owned or controlled by DocuWare.

1.2. Except for the licence rights explicitly granted herein, the Customer shall not be granted any rights to the Online-Services, the software applications related thereto and the intellectual and industrial property rights contained therein.

**2. Authorised User**

2.1. The Customer may use and have the Online-Service used by the organisation identified on the user-interface (hereinafter the Customer and the organization jointly the "User"). Customer is liable for any breach of this Exhibit by the User.

2.2. The User may use the Online-Services, but shall have no right to make any claims against CVD. Only the Customer shall have the right to make claims against CVD under this Agreement.

2.3. The Customer agrees to inform CVD about any loss of access or authorisation codes and any illegitimate use of the Online-Services without delay.

**3. Cancellation Right**

The Customer acknowledges and accepts that CVD needs sufficient time to verify if the required capacities for the Online-Services stated in the Order Form are available from DocuWare and such verification process may take up to three weeks following the Customer's signature. The Customer therefore accepts that CVD may refuse to accept an Order Form within 20 Working Days of receipt if the capacities are not available.

**4. Scope of Online-Services**

4.1. The Online-Services provided hereunder are as described in this Agreement.

4.2. The Customer shall not be granted any rights relating to the Online-Services and the software applications provided thereby and any Intellectual Property Rights related thereto, except a non-exclusive, non-sublicensable and non-transferable right to access and use the Online-Services and to install and use the local application(s) required to use the Online-Services as explicitly granted herein per Section 5 below solely for the Term. In particular no right to any source code is granted.

4.3. The User shall use the Online-Services solely for the purpose of managing its own documents. The User shall not have any right to sublicense, transfer or assign its rights to use the Online-Services to any third party or use the Online-Services for the purposes of a third party, especially by providing document management services for such third party.

4.4. CVD will use reasonable efforts to ensure that the Online-Services are available to the User for 99.5 % per calendar year. Downtimes caused by Force Majeure events and scheduled maintenance downtimes shall not be calculated as downtime. CVD will use reasonable efforts to limit such scheduled maintenance downtimes to 5 times each year for up to 10 hours each, and to notify Customer of them by way of e-mail or via the DocuWare website with at least 1 Working Days' notice.

4.5. The use of the Online-Services by the User is limited to the following use ("Basic Use") for which purposes the 'standard scope of use' shall be measured on the basis

of the average amount of usage or occupation between all users of DocuWare's Online-Services, taking into consideration the ordered Online-Services (package(s) plus documents) and additional services, if any:

- (a) the manual and individual storage of and accessing to data and documents by the User,
- (b) the transfer of data between the User and DocuWare's facilities not exceeding the standard scope of use, and
- (c) the use of User-configured batch operations of the Online-Services not leading to a processor occupation or data traffic exceeding the standard scope of use.

4.6. In the event that the Customer's use of the Online-Services exceeds the standard scope of use by 20% or more ("Material Excess"), Customer will be informed and requested to limit the use of the Online-Services down to the standard scope of use within 15 Working Days. The Customer agrees to pay CVD additional fees for any Material Excess not reduced within this time. CVD may, in addition to the foregoing and without limiting other rights or remedies, immediately terminate the affected individual Online-Service for cause if the Customer does not remedy the notified breach within the time limit set out above, even if the Customer has not been advised about the possibility of such termination with such notice. In addition to the foregoing, CVD may, immediately and without further notice, block the Customer from further access to the Online-Services without terminating the Online-Service in the event that:

- (a) a Material Excess materially affects the usability of the Online-Services by other customers or endangers the stable operation of the Online-Services; or
- (b) the Customer materially breaches its obligations hereunder. CVD will unlock such access if the reason for such blocking has been remedied. Where use of Online-Services has been granted free of charge for a trial period, CVD may block the access in the above mentioned cases without notice at any time and without further restrictions or obligations.

4.7. Online-Services may be limited to certain agreed volumes, for example relating to the capacity of the online storage or the number of connected end user devices (the "Limitation"). The Online-Services will not be expanded automatically beyond the Limitation in the event of an excessive use. The Customer is solely responsible for monitoring its usage and requesting any extension to the agreed volumes. CVD accepts no liability resulting from use in excess of the Limitation, even if the Customer has not been notified by CVD about the fact that the Limitation has been reached by the Customer.

4.8. The User shall refrain from any use of the Online-Services for any illegal purposes. The User shall in particular not use the Online-Service to store, manage or distribute content which:

- (a) is offensive, discriminatory, which glorifies violence or is illegal;
- (b) contains malware, viruses or similar malicious software; or
- (c) infringes third party rights, including without limitations third party Intellectual Property Rights. The Customer will ensure, for example, by implementing effective systems access control mechanisms, that no such content will be transferred to DocuWare's (including without limitation its sub-agreementors) IT infrastructure and distributed or shared via the Online-Services.

- 4.9. The use of the Online-Services requires internet access and computing facilities with the system requirements identified in the technical documentation (accessible online form Docuware.com) for the relevant Online-Service. The Customer is aware and accepts that such requirements may be changed from time to time.
- 4.10. CVD may change, modify or alter ("**Change**") the Online-Services during the Term at any time, especially in relation to the user interface and functionalities of the applications, provided the overall functional scope is not materially impaired thereby. Changes will be implemented through updates or upgrades. CVD or DocuWare shall use reasonable endeavors to inform the Customer prior thereto, where possible with a 15 Working Day notice period.
5. **Rights to Local Applications**  
CVD hereby grants the Customer, solely for the Term, a non-exclusive, non-sublicensable and non-transferable right to install on hardware devices controlled by the Customer and to use, subject to Customer's compliance with the licence terms set out herein and the requirements of the online help documents, local applications provided by DocuWare through CVD, to the extent required to access and use the Online-Services. The Customer shall refrain from any copying, decompiling or reverse engineering of such local applications, unless explicitly provided otherwise by this Agreement or mandatory applicable law.
6. **Rights to Data and Content and Indemnity**
- 6.1. The Customer grants CVD at no charge the right to copy, have copied, store, have stored, modify, have modified, alter, archive, have archived or otherwise use or have used any document and data provided to CVD by the User when using the Online-Services, to the extent required to render the Online-Services. The User represents warrants and undertakes that it has been granted corresponding rights to such data from third parties having rights thereto, where required and is authorised to grant these to CVD.
- 6.2. The Customer shall defend and indemnify without limit CVD and DocuWare upon request against any third party claims and hold CVD and DocuWare harmless from any damage resulting from a breach of Sections 4.8 or 6.1.
7. **Termination of the Individual Exhibit / Reduction of Service**
- 7.1. After the Initial Term or any renewal thereof has elapsed, or if no term is stated, twelve (12) months have elapsed, subject to a notice period of eight (8) weeks prior to the end of such period:
- (a) either Party may terminate this Agreement in respect of the Online-Services for convenience, or
- (b) the Customer may, with effect from the commencement of any renewal period, request a reduction of the scope of the Online-Services or of the ordered volumes / capacities. CVD will not unreasonably withhold its consent to such request and if agreed will provide the Online-Services in the reduced scope from the effective date of such request. If CVD does not accept such request within 15 Working Days following receipt of the request, CVD may either terminate the Service or continue the provision of the Online-Services in unaltered form.
8. **External Back-up**  
The Customer shall implement effective measures and processes enabling and safeguarding an additional backup archiving of all relevant documents and data outside of the system provided by the Online-Services as protection against any temporary or permanent failures of the Online-Services.