VCG

Master Services Agreement

MASTER SERVICES AGREEMENT – TERMS AND CONDITIONS

AGREED TERMS

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement and in each Contract, the following words and expressions shall, unless the context otherwise requires, have the following meanings:

"Acceptable Use Policy" or **"AUP"**	means any acceptable use policy applicable to any Supplies being supplied under the Agreement, including: (i) in all cases, the provisions of clause 19; and (ii) any acceptable use policy included or referenced in the applicable Proposal; and (iii) any acceptable use policy detailed in any applicable Third Party Terms;
"Actual Commencement Date"	has the meaning given to it in clause 6.1;
"Agreement"	means this Master Services Agreement including: (i) all Supply Schedules; (ii) any additional schedules and annexures, whether to this Master Services Agreement or to such Supply Schedules; and (iii) any document referred to in any of the foregoing, in each case as such may be amended by agreement between the parties from time to time in accordance with the terms of this Master Services Agreement;
"Applicable Laws"	means all applicable statutes, common law, statutory instruments, orders, regulatory policies (including codes of conduct and technical and operational standards), binding codes of practice, binding guidance notes, bye-laws, rules of court, regulations, directives, notices and requirements of any local, statutory, governing or public authority or body, or any other lawfully constituted regulatory body having authority and all subordinate or delegated legislation made by such bodies or under such legislation (including without limitation all such laws applicable to the Supplies and operation thereof) in all applicable jurisdictions, each as varied, amended or replaced from time to time;
"Available"	means the Supplies are in all material respects successfully supplied and/ or (where applicable) installed and ready for use and available in accordance with the terms of the applicable Contract;
"Business Day"	means any day other than a Saturday, Sunday or a day which is a bank or public holiday in England;
"Carrier"	means (where applicable) the relevant third party public telecommunications operator or third-party network services provider, as may be stated in the Proposal;
"Carrier's Conditions of Use"	means the conditions of use, as set out in Schedule 9 (Carrier's Conditions of Use), relating to the provision of the Carrier Services for the benefit of the Customer;
"Carrier Services"	means the telecommunications services provided by a Carrier, or Carriers, more particularly described in the Proposal, and in accordance with the Carrier's Conditions of Use;
"Change Order"	shall have the meaning given in clause 5;
"Charges"	means the charges and fees payable by the Customer for the provision of the Supplies as set out in the applicable Proposal and such additional charges and fees as may be due under the terms of this Agreement or agreed between the parties;
"Consultancy Services"	means any professional or consultancy services (including, but not limited to, design services, installation services, configuration services or project management services) to be supplied by VCG to the Customer under this Agreement, as detailed in a Proposal;
"Contract"	means an individual contract for the provision of Supplies formed under this Agreement further to a Proposal, which Contract has been accepted by VCG in accordance with clause 3.2;
"Contract Term"	means the term of a Contract, being the Minimum Term plus any period thereafter as set out in clause 20.2;
"Customer Equipment"	means any equipment, hardware or other apparatus at the Site(s) (not being Equipment) used by the Customer in order to use the Supplies or connect to the Equipment;
"Customer Materials"	means any data, documents, software or other content or materials provided, or made available, by the Customer to VCG for use in connection with the provision or receipt of any Supplies;
"Data Protection Legislation"	any applicable laws and regulations in the relevant jurisdiction relating to the use or processing of personal data and the privacy of electronic communications, including: (i) to the extent that the UK GDPR applies, the UK GDPR as well as the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) and any other laws of the United Kingdom which relates to the protection of personal data; and (ii) to the extent that the EU GDPR applies, the EU GDPR and any other laws of the European Union or an member state of the European Union to which the parties are subject, which relates to the protection of personal data; (iii) any laws or regulations ratifying, implementing, adopting, supplementing or replacing the forgoing; and (iv) any guidance or codes of practice issued by a governmental or regulatory body or authority in relation to compliance with the foregoing; in each case, as updated, amended, re-enacted or replaced from time to time;

"Equipment"	means any equipment to be purchased or hired by the Customer from VCG as set out in a Proposal, including as part of any Services to be provided to the Customer;
"Expected Commencement Date"	means the expected date for commencement of Supplies as specified in the Proposal, as extended (if applicable) in accordance with clause 4.3 or clause 6.2;
"EU GDPR"	means the General Data Protection Regulation ((EU) 2016/679), as it has effect in EU law;
"Force Majeure Event"	means any cause or causes beyond the reasonable control of a party, including but not limited to the following: acts of God, acts or omissions of any government or any rules, regulations or orders of any governmental authority or any officer, department, agency or instrument thereof; fire, storm, flood, earthquake, epidemic, pandemic, accident, acts of the public enemy, war, rebellion, insurrection, riot, invasion, strikes, or lockouts; non-deliveries/performance or late deliveries/performance by suppliers or subcontractors; or failure of the internet as a result of external conditions (including distributed denial of service attacks);
"Hosting Services"	any hosting services to be provided by VCG to the Customer as stated in a Proposal, subject to the additional terms and conditions in Schedule 8 (Hosting Services);
"Intellectual Property Rights"	means patents, rights to inventions, copyright and related rights, trademarks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including without limitation know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
"Managed Security Services"	means any managed security services to be provided by VCG to the Customer as stated in the Proposal, subject to the additional terms and conditions in Schedule 5 (Managed Security Services);
"Minimum Term"	means the minimum term of a Contract as stated in the Proposal or Supply Schedule, as applicable. If a minimum term is not stated in the Proposal or Supply Schedule, it shall be deemed to one (1) year from the Actual Commencement Date;
"Proposal"	means a proposal, quotation, statement of work, order form, or similar document, prepared by VCG and issued to the Customer, which references this Agreement and includes a unique reference number, and which sets out the Supplies to be provided by VCG to the Customer, which Supplies may include Equipment (either purchased or hired) and/or Services and/ or Software;
"Services"	means any services to be provided by VCG to the Customer pursuant to this Agreement, as described in a Proposal, and including (where applicable) Consultancy Services, Managed Services, Support Services, Telephony Services, VOIP Services, and/ or Managed Security Services, and "**Service**" means any one of them;
"Site"	means the location where the Supplies are to be provided as specified in the Proposal;
"Site Survey"	shall have the meaning given in clause 4.1;
"Software"	means any software (including software as a service products), to be supplied by VCG to the Customer pursuant to this Agreement, as detailed in a Proposal, subject to the additional terms and conditions in Schedule 3 (Software);
"Supplies"	means any Equipment and/ or Services and/ or Software to be supplied by VCG to the Customer, as specified in the Contract, and "**Supply**" means any one of them;
"Support Services"	means any support services to be provided by VCG to the Customer as stated in a Proposal, subject to the additional terms and conditions in Schedule 4 (Support Services);
"Supply Schedules"	means the Supply-specific schedules attached to this Master Services Agreement, which apply to the Supplies in accordance with clause 2.1;
"Telephony Services"	means any telephony services to be provided by VCG to the Customer as stated in a Proposal, subject to the additional terms and conditions in Schedule 6 (Telephony Services);
"Third Party Products"	means the following, to the extent that they supplied by VCG, or procured by VCG for the Customer, under any Contract, as part of any Supplies: (i) third party manufactured Equipment; and/ or (ii) Software or Services, which are proprietary to any third party (such as commercially available or "off-the-shelf" software and SaaS products procured from third party vendors).
"Third Party Terms"	means any applicable terms and conditions (such as end-user licence agreements, software as a service subscriptions terms, terms and conditions of use etc.) stipulated by third parties and governing the use of Third Party Products. Details of applicable Third Party Terms are published on VCG's website and/ or are available from VCG on request;
"UK GDPR"	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018;
"VAT"	means value added tax and other sales taxes chargeable on the Supplies;
"VOIP Services"	means any voice over internet protocol (VOIP) services to be provided by VCG to the Customer as stated in the Proposal, subject to the additional terms and conditions in Schedule 7 (VOIP Services);

1.2 Clause, Schedule, Appendix and paragraph headings shall not affect the interpretation of this Agreement.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 The Schedules and Appendices form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules and Appendices.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.6 A reference to any party shall include that party's personal representatives, successors and permitted assigns.

1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.8 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.9 Unless expressly stated otherwise, references to clauses and Schedules are to the clauses of and Schedules to this Master Services Agreement. References to paragraphs are to paragraphs of the relevant Schedule or Appendix. References to appendices are to the Appendices to this Master Services Agreement or to a Schedule.

1.10 Any words following the terms "**including",** "**include**", "**in particular**", "**such as**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2 APPLICATION OF CONDITIONS

2.1 This Agreement sets out the terms and conditions that shall apply to the supply by VCG of Supplies to the Customer. The following additional terms and conditions as set out in the Supply Schedules apply in respect of the following Supplies:

2.1.1 for the supply of Consultancy Services, the additional terms and conditions set out in Schedule 1 (Consultancy Services) apply;

2.1.2 for the supply of Equipment (for sale or hire), the additional terms and conditions set out in Schedule 2 (Equipment) apply;

2.1.3 for the supply of Software, the additional terms and conditions set out in Schedule 3 (Software) apply;

2.1.4 for Support Services, the additional terms and conditions set out in Schedule 4 (Support Services) apply;

2.1.5 for Managed Security Services, the additional terms and conditions set out in Schedule 5 (Managed Security Services) apply;

2.1.6 for Telephony Services, the additional terms and conditions set out in Schedule 6 (Telephony Services) apply;

2.1.7 for VOIP Services, the additional terms and conditions set out in Schedule 7 (VOIP Services) apply;

2.1.8 for Hosting Services, the additional terms and conditions set out in Schedule 8 (Hosting Services) apply; and

2.1.9 for Supplies in which a Carrier is engaged, the additional Carrier's Conditions of Use set out in Schedule 9 (Carrier's Conditions of Use) shall apply.

2.2 VCG shall supply the Supplies to the Customer pursuant to Contracts formed in accordance with this Agreement.

2.3 Any standard or pre-printed terms and conditions contained on any request for a Proposal, or any purchase order, or confirmation of order or any similar document or other document, issued by the Customer, shall have no effect and shall not apply to this Agreement or to any Contract. These terms and conditions shall prevail over any terms or conditions implied by law, trade custom, practice or course of dealing.

2.4 For the purposes of interpretation of this Agreement and each Contract, in the event of any conflict between different provisions of this Agreement or a Contract, any such provisions shall take precedence in descending order of importance as follows:

2.4.1 any special conditions contained in a Contract;

2.4.2 the terms and conditions set out in the relevant Supply Schedule;

2.4.3 the terms and conditions set out in this Master Services Agreement; and

2.4.4 any other terms and conditions or documents referred to in this Master Services Agreement.

2.5 No addition to, variation of, exclusion or attempted exclusion of any term of the Agreement, or any Contract, shall be binding on VCG unless in writing and signed by a duly authorised representative of VCG.

3 BASIS OF AGREEMENT

3.1 The Customer may from time to time request Proposals from VCG for the provision of Supplies by submitting a request to VCG which the Customer shall ensure is complete and accurate. Proposals issued by VCG are valid for a period of thirty (30) days from the date stated in the Proposal (unless otherwise agreed by VCG), and VCG may withdraw Proposals at any time by notice to the Customer.

3.2 Acceptance of a Proposal by the Customer shall be deemed to be an offer by the Customer subject to these terms and conditions. VCG shall been deemed to have accepted the Customer's offer on the earlier of: (i) the date that the Proposal has been accepted by an authorised representative of VCG by countersigning any Proposal and returning a copy to the Customer or by sending a written acknowledgement to the Customer; and (ii) the date VCG commences provision of the Supplies pursuant to the Proposal. Upon acceptance by VCG, a Contract shall come into existence.

3.3 Nothing in this Agreement shall oblige VCG to accept any orders from the Customer, to provide a Proposal or to provide any Supplies.

4 SITE SURVEYS

4.1 The Customer acknowledges and agrees that the provision of the Supplies and/ or the Charges may be subject to satisfactory survey of the locations at the Site(s) atwhich the Supplies are to be provided or installed (as applicable for the type of Supplies) (a "**Site Survey**"). The Customer shall provide all reasonable access and assistance in connection with any such Site Survey.

4.2 If in VCG's reasonable opinion, after carrying out a Site Survey, any Site(s) or locations are unsatisfactory and/or not fit for purpose and/ or unsuitable for the Supplies, VCG shall have the right to terminate the Contract without liability to the Customer and the Customer shall reimburse VCG for all costs and expenses reasonably incurred by VCG up to the date of termination of the relevant Contract in accordance with clause 4.4.

4.3 Based on the results of a Site Survey, VCG may also revise the Expected Commencement Date and/or any stated timelines for delivery of the Supplies and/ or the Charges for the Supplies. In particular, VCG reserves the right to charge additional Charges or increase the Charges for Supplies (or the installation of Supplies) where it considers, acting reasonably, that it will incur construction and/or installation costs and expenses in excess of the amount stated in the Proposal having conducted the Site Survey. If the Customer does not accept the revised Expected Commencement Date, timelines and/ or Charges proposed by VCG, the Customer shall have the right to terminate the Contract on written notice to VCG and the Customer shall reimburse VCG for all costs and expenses reasonably incurred by VCG up to the date of termination of the relevant Contract in accordance with clause 4.4.

4.4 If a Contract is terminated following a Site Survey pursuant to clause 4.2 or 4.3, the Customer shall reimburse VCG for all costs and expenses reasonably incurred by VCG up to the date of termination of the relevant Contract (including any committed third party costs reasonably incurred). VCG shall have the right to invoice the Customer for such costs and expenses and the Customer shall pay VCG's invoice within thirty (30) days of the date of the invoice.

5 CHANGE CONTROL

5.1 Either party may from time to time propose changes to a Contract, but no proposed changes shall come into effect until a "**Change Order**" has been signed by both parties. A Change Order shall be a document setting out the proposed changes and the effect that those changes will have on:

5.1.1 the Supplies;

5.1.2 the Charges;

5.1.3 the Expected Commencement Date;

5.1.4 any timetable for delivery of the of the Supplies; and/ or

5.1.5 any other terms of the Contract.

5.2 If VCG wishes to make a change to a Contract it shall provide a draft Change Order to the Customer. If the Customer wishes to make a change to a Contract it shall notify VCG and provide as much detail as VCG reasonably requires of the proposed changes, including the timing of the proposed changes, and VCG shall, as soon as reasonably practicable after receiving such information, provide a draft Change Order to the Customer.

5.3 If the parties agree to a Change Order, they shall sign it and that Change Order shall amend the Contract. If the parties are unable to agree a Change Order, either party may require the disagreement to be dealt with in accordance with the dispute resolution procedure in clause 27.

5.4 VCG may charge for the time it spends on preparing and negotiating Change Orders which implement changes proposed by the Customer on a time and materials basis at VCG's then current daily rates for Consultancy Services.

5.5 For the avoidance of doubt, in the absence of any agreed change to a Contract, and execution of a Change Order, VCG shall continue to provide the Supplies in accordance with the original terms of the Contract.

6 DELIVERY AND ACCEPTANCE

6.1 VCG shall use reasonable endeavours to provide the Supplies with effect from or, as applicable, ensure that the Supplies are Available no later than, the Expected Commencement Date. The actual date from which the Supplies are provided, or, as applicable, the date on which they are made Available to the Customer (as confirmed by VCG to the Customer), shall be the "**Actual Commencement Date**".

6.2 The Expected Commencement Date shall be apply, except:

6.2.1 if changed by agreement between the parties (such agreement not to be unreasonably withheld);

6.2.2 if revised by VCG in accordance with clause 4.3;

6.2.3 where a delay is caused by the Customer (including a delay by the Customer to provide information or assistance in accordance with its obligations under this Agreement, or a delay by the Customer to pay VCG's invoice);

6.2.4 (where applicable) where a delay is caused by a failure or delay in obtaining any necessary wayleave consent(s); or

6.2.5 where a delay is due to an event of Force Majeure,

in which case the Expected Commencement Date shall automatically be extended by a reasonable period and the Charges may be increased by a reasonable amount having regard to the additional costs and expenses incurred by VCG.

6.3 The Customer shall provide such information and assistance in connection with the provision and (where applicable) installation of Supplies as VCG and/or its subcontractors may reasonably require.

6.4 VCG shall notify the Customer in writing that the provision and (where applicable) installation of Supplies is completed, whereupon the Customer shall within three (3) Business Days either notify VCG in writing that it accepts the Supplies or provide VCG with detailed written reasons why it does not accept the Supplies. If the Customer does not provide VCG with such detailed written reasons within the specified period, the Customer shall be deemed to have accepted the Supplies. If the Customer does not accept the Supplies and notifies VCG with detailed written reasons within the specified period, to the extent that VCG agrees having conducted its own assessment that the Supplies do not meet the relevant specification or description pursuant to the Contract, VCG shall remedy the defects or deficiencies within a reasonable period. If the Customer does not provide VCG with detailed written reasons why it still does not accept the Supplies within three (3) Business Days from the date VCG completes its remedial work, the Customer shall be deemed to have accepted the Supplies. If the Customer notifies VCG that is still does not accept the relevant Supplies within the specified period after VCG has attempted to remedy the relevant Supplies on two occasions, it shall have the right to either:

6.4.1 request an amendment to the Supplies in which case VCG shall revise the Contract and the applicable Charges to reflect the removal of the particular Supply; or

6.4.2 terminate the relevant Contract by giving VCG written notice.

For the avoidance of any doubt, the Customer shall pay all Charges (including all Charges relating to installation and professional services) due for Supplies provided to the Customer up to the date of amendment or termination of the Contract, as applicable.

7 SUPPLY OF EQUIPMENT

7.1 VCG shall:

7.1.1 supply any Equipment for sale or hire, as applicable and as detailed in the Proposal;

7.1.2 supply any Equipment in accordance with the provisions of the Proposal and in accordance with the terms and conditions set out in Schedule 2 (Supply of Equipment); and

7.1.3 use reasonable endeavours to meet any delivery dates specified in the Proposal, but any dates shall be estimates only and time shall not be of the essence of the Contract.

8 SUPPLY OF SERVICES

8.1 VCG shall:

8.1.1 perform any Services with reasonable skill and care;

8.1.2 perform any Services substantially in accordance with the provisions of the Proposal and in accordance with any terms and conditions set out in any applicable Supply Schedules; and

8.1.3 use reasonable endeavours to meet the performance dates specified in the Proposal, but any dates shall be estimates only and time shall not be of the essence of the Contract.

9 SUPPLY OF SOFTWARE

9.1 VCG shall:

9.1.1 supply any Software as detailed in the applicable Proposal;

9.1.2 supply any Software in accordance with the provisions of the Proposal and in accordance with the terms and conditions set out in Schedule 3 (Software); and

9.1.3 use reasonable endeavours to meet any delivery dates specified in the Proposal, but any dates shall be estimates only and time shall not be of the essence of the Contract.

10 THIRD PARTY PRODUCTS

10.1 Where the provision of any Supplies under any Contract, comprises or includes the supply of any Third Party Products, then notwithstanding anything else contained in this Agreement, the Customer acknowledges and agrees that VCG is/ was not the manufacturer or developer or supplier (as applicable) of any such Third Party Products. Accordingly, it is understood and agreed that (save as provided in clause 13.1.1) does not itself give any warranty, guarantee, indemnity, condition or other assurance (whether express or implied) in respect of any Third Party Products, including any warranty or guarantee or indemnity or condition or assurance that the same are free from defects, of satisfactory quality, or fit for any particular purpose or non-infringing.

10.2 Notwithstanding clause 10.1, where reasonably required by the Customer, VCG shall use its reasonable endeavours to pass on to the Customer the benefit of any warranties, guarantees, indemnities, condition or other assurance as may be given by the applicable third party manufacturer or supplier of any such Third Party Products. In addition, VCG shall, on request, use reasonable endeavours to notify the Customer of any applicable support and maintenance programmes or extended warranties or guarantees or similar that may be offered or available from the relevant third party manufacturers and suppliers.

10.3 Where Third Party Products are supplied under a Contract, the Customer understands and agrees that such Third Party Products, and the use thereof by the Customer, may be subject to applicable Third Party Terms and the Customer agrees to abide by the terms thereof. Details of applicable Third Party Terms shall be detailed in the relevant Contract and/ or published on VCG's website, or (in any event) shall be available from VCG on request.

11 CUSTOMER OBLIGATIONS

11.1 The Customer shall:

11.1.1 co-operate with VCG in all matters relating to this Agreement and any Contract and the provision of any Supplies generally;

11.1.2 provide in a timely manner such access to the Customer's premises, systems and data, and such office accommodation and other facilities, as may be reasonably requested or required by VCG to provide the Supplies and perform its obligations under this Agreement;

11.1.3 provide in a timely manner such information as VCG may reasonably request or require to provide the Supplies or perform its obligations under this Agreement, and ensure that such information is accurate in all material respects; and

11.1.4 be responsible (at its own cost) for preparing any relevant Site(s) or premises for the supply of the Supplies;

11.1.5 comply with all applicable Acceptable Use Policies;

11.1.6 comply with the Carrier's Conditions of Use (where applicable); and

11.1.7 comply with any applicable Third Party Terms.

11.2 Where VCG requires access to the Site(s) (including facilities at such Sites) in order to provide the Supplies, the Customer undertakes to permit VCG and/or its subcontractors to have such access and facilities as VCG may reasonably require so as to enable VCG to carry out its obligations and exercise its rights under the Contract. VCG shall provide reasonable notice of its intention to access the Site. Whilst VCG shall use all reasonable efforts to ensure that such access is only required during normal business hours, the Customer shall permit VCG and/or its subcontractors to have access to, and facilities at, the Site(s) outside normal business hours where requested by VCG. The Customer shall notify VCG of any security, IT, and health and safety rules applicable at the Site(s), and VCG shall (and ensure that all VCG's personnel shall) comply with such rules.

11.3 For onsite connectivity work the Customer's Site contact is responsible for ensuring that engineers install the termination equipment in the correct location. VCG recommends that Site contacts are provided with clear instructions and locations for installations, ideally with pictures. Any charges incurred due to installation in the wrong location will be passed on by VCG

11.4 VCG shall not be responsible for any faults or interruptions in the Supplies or any inability of the Customer to access the Supplies to the extent caused by a failure in any Customer Equipment or a failure by the Customer to keep the Customer Equipment in good working order, or any faults or failures with Customer Materials.

11.5 The Customer acknowledges that, where the Supplies comprise or include Services provided over an electronic communications network, VCG and its suppliers and subcontractors shall have the right, from time to time, to examine the use to which the Customer puts the Supplies and the nature of the data that the Customer is transmitting or receiving via the Supplies where and to the extent that such examination is necessary: (i) to protect or safeguard the integrity, operation and functionality of the network; (ii) to comply with police, judicial, regulatory or governmental orders, notices, directives or requests, and otherwise if required under any Applicable Law; or (iii) to verify the Customer's compliance with the terms of the Contract.

11.6 The Customer acknowledges and agrees that VCG relies on the information provided to VCG or its agents or suppliers (in writing or verbally), by the Customer, whether contained in the Proposal or otherwise, in respect of the Customer's proposed receipt of the Supplies. If any such information is incorrect or inaccurate and, as a result, the Supplies cannot be provided as envisaged in the Proposal, the Customer agrees that it shall be liable to pay to VCG all additional costs and expenses to rectify the Supplies (as applicable) to enable the Customer's receipt of the Supplies as envisaged in the Proposal.

11.7 If VCG's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer or the Customer's agents, sub-contractors or employees, the Customer shall be liable to pay to VCG on demand all reasonable costs, charges or losses sustained or incurred by it (including, without limitation, any direct or indirect consequential losses, loss of profit and loss of reputation, loss or damage to property, injury to or death of any person

and loss of opportunity to deploy resources elsewhere), subject to VCG confirming such costs, charges and losses to the Customer in writing.

12 CHARGES AND PAYMENT

12.1 The Charges for Supplies shall be as stated in, or calculated in accordance with, the Proposal, and shall be paid in accordance with the Contract.

12.2 The Customer acknowledges and agrees that the Charges may be varied in accordance with clause 4.3 or 5 or clause 12.3.

12.3 VCG shall have the right to increase the Charges as follows:

12.3.1 on an annual basis, by giving notice in writing to the Customer; and/or

12.3.2 at any time, upon receiving price increase from its own suppliers (including suppliers of Third Party Products) and to pass on such price increases, by giving notice in writing to the Customer;

any such increase shall take effect on the date stated in VCG's notice.

12.4 All sums due to VCG under the Contract are exclusive of any applicable sales tax and duties (including without limitation Value Added Tax and import and/or export duties), which shall be charged thereon in accordance with Applicable Laws in force at the time of making the taxable supply and shall be paid by the Customer.

12.5 VCG shall have the right to invoice the Customer for the Charges in accordance with the Contract and, in any case, at the point at which VCG incurs, or has committed to, costs (including third party costs) in respect of the Supplies ordered by the Customer.

12.6 The Customer shall pay all amounts due to VCG under the Contract:

12.6.1 (where the parties have agreed, or VCG reasonably requires, that payments shall be made by direct debit) by direct debit on the day of the month specified by VCG following the date of the invoice; or

12.6.2 (in all other cases) within thirty (30) days of the date of VCG's invoice therfor.

12.7 Where the Charges are payable quarterly or annually in advance, the Customer acknowledges and agrees that it is not entitled to a refund, either in part or in full, if VCG terminates the Agreement pursuant to clause 21.1 during any such quarterly or annual period.

12.8 In the event that the Supplies are recommenced following a suspension or termination for any reason in accordance with clause 21 or a Supply Schedule (other than for VCG's fault), or following the Customer's decision to migrate its servers, a reconnection or migration fee (as applicable) may be payable at VCG's normal hourly rates and the Customer shall be invoiced for such Charges accordingly.

12.9 All sums payable to VCG under the Agreement shall become due immediately on termination of the relevant Contract or this Agreement (as applicable). This is without prejudice to any right to claim for interest under the law, or any rights under the Agreement.

12.10 All amounts due under this Agreement and any Contract from the Customer to VCG shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

12.11 VCG may, without prejudice to any other rights it may have, set-off any liability of the Customer to VCG under this Agreement or any Contract against any liability of VCG to the Customer under this Agreement or any Contract.

12.12 If the Customer fails to make any payment in full on the due date in accordance with the Contract then, without prejudice to any other right or remedy available to VCG:

12.12.1 if the Contract is for or includes the purchase of Equipment, the whole of the balance of the Charges for the provision of such Equipment then outstanding shall become immediately due and payable; and

12.12.2 VCG may:

12.12.2.1 charge interest on the amount outstanding from the due date to the date of receipt by VCG (whether or not after judgment), at the annual rate of 4% above the base lending rate from time to time of the Bank of England, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment. VCG also reserves the right to claim interest under (and at the rate prescribed by) the Late Payment of Commercial Debts (Interest) Act 1998; and/or

12.12.2.2 suspend: (i) any further deliveries of Equipment to the Customer (including stopping any Equipment in transit); and/or (ii) the provision of any Services or Software; (whether ordered under the same Contract or not) to the Customer; and/or

12.12.2.3 suspend any other performance of its obligations under this Agreement (including under any warranty) until payment has been made in full; and/ or

12.12.2.4 charge the Customer for storage costs for any undelivered Equipment at its current rates from time to time; and/ or

12.12.2.5 exercise a general lien on all Equipment and property belonging to the Customer, in respect of all sums lawfully due from the Customer to VCG. VCG shall be entitled, on the expiry of fourteen (14) days' notice in writing, to dispose of such Equipment or property in such manner and at such price as it thinks fit and to apply the proceeds towards the amount outstanding.

13 GENERAL WARRANTIES

13.1 Each party warrants to the other that:

13.1.1 it has full capacity and power and authority to enter into this Agreement and each Contract, and to perform its obligations under each of them; and

13.1.2 it shall comply with all Applicable Laws, including without limitation all Applicable Laws relating to anti-bribery, anti-corruption and modern slavery.

13.2 The Customer warrants that the Customer Equipment shall and will at all times comply with all Applicable Laws.

13.3 Save as expressly set out in this Agreement and each Contract, all conditions and warranties, express or implied, statutory or otherwise (including but not limited to any concerning the fitness of the Supplies or any part thereof for a particular purpose) are hereby excluded to the fullest extent permitted by law.

14 INDEMNITY

14.1 The Customer shall indemnify, and keep indemnified, VCG against, all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by VCG arising out of, or in connection with:

14.1.1 the Customer's breach of any applicable AUP (including any breach caused by its personnel or other users of the Supplies); and

14.1.2 the Customer's breach of the Carrier's Conditions of Use (where applicable); and

14.1.3 the Customer's breach of any applicable Third Party Terms (including any breach caused by its personnel or other users of the Supplies); and

14.1.4 any claim by a third party that the use of any Customer Equipment or Customer Materials or any instructions or specifications or other materials supplied by the Customer to VCG, in accordance with this Agreement and any Contract, infringes the Intellectual Property Rights or other rights of any third party.

15 LIMITATION OF LIABILITY

15.1 The following provisions set out the entire financial liability of VCG (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of the Supplies.

15.2 VCG shall not be liable to the Customer whether based on a claim in contract, tort (including negligence), misrepresentation, breach of statutory duty or otherwise arising out of, or in relation to, any Contract or Supplies, for any direct or indirect:

15.2.1 loss of profits; loss of business; depletion of goodwill or similar losses; loss of anticipated savings; loss of goods; loss of contract; loss of use; and/or loss or corruption of data or information;

15.2.2 any loss as described in (and in respect of which liability is excluded under) any applicable Supply Schedule; or

15.2.3 any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

15.3 VCG's total aggregate liability:

15.3.1 for all claims that may arise in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise in connection with any cause of action related to the Equipment shall be limited to 125% of the price paid by the Customer for the Equipment;

15.3.2 for all claims, in any calendar year, in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise in connection with any cause of action relating to the provision of Software and/ or Services shall be limited to 125% of the Charges for such Software and/ or Services in the calendar year in which such cause of action arises; and

15.3.3 in respect of damage to, loss or destruction of real property or tangible personal property in any calendar year shall be limited to £5,000,000.

15.4 Nothing in these conditions excludes or limits the liability of VCG for:

15.4.1 death or personal injury caused by its negligence; or

15.4.2 fraud or fraudulent misrepresentation; or

15.4.3 any other liability which may not be limited or excluded under applicable law.

16 INTELLECTUAL PROPERTY RIGHTS

16.1 All Intellectual Property Rights in any Customer Equipment and Customer Materials supplied or made available by the Customer for use by VCG under this Agreement ("**Customer IPR**") shall be and remain the property of the Customer (or its licensors). The Customer hereby grants to VCG a non-exclusive, royalty free licence to use the Customer's IPR solely for the purpose of performing its obligations and exercising its rights under this Agreement (including under any applicable Contract).

16.2 All Intellectual Property in any Third Party Products ("**Third Party IPR**"), shall be and remain the property of the third party manufacturer or supplier thereof and except as expressly provided under this Agreement (including in any applicable Contract) or in any applicable Third Party Terms, the Customer shall not acquire any right, title or interest in any Third Party IPR. The Customer agrees to abide by and respect any applicable Third Party Terms governing the use of Third Party Products.

16.3 Subject to clause 16.1 and 16.2, all Intellectual Property Rights in any Supplies, or arising from the performance of any Services, ("**VCG IPR**") shall be and remain the property of VCG (or its licensors). With respect to Software, the Customer shall be permitted to use the same in accordance with the provisions of Schedule 3 (Software). With respect to any other VCG IPR the Customer shall have a non-exclusive, non-transferable licence to use such VCG IPR solely for the purpose of using the relevant Supplies during the relevant Contract Term for the purposes for which they were supplied (as detailed in any applicable Contract or as reasonably contemplated by the parties at the time of delivery).

16.4 Subject always to clause 14.1.4 and 16.5, if a claim is brought against the Customer for actual or alleged infringement of a third party's Intellectual Property Rights in respect of its receipt and/or use of the Supplies, the Customer shall:

16.4.1 notify VCG in writing of any such claim, providing as much detail as is available to the Customer ("**IPR Claim**");

16.4.2 allow VCG (or its nominee), to conduct all negotiations and proceedings and to settle the IPR Claim;

16.4.3 provide VCG (or its nominee) with such reasonable assistance regarding the IPR Claim as is required; and

16.4.4 not, without prior consultation with VCG (or its nominee), make any admission relating to the IPR Claim or attempt to settle it.

16.5 Notwithstanding clause 16.4, the Customer acknowledges and agrees that VCG shall have no liability to the Customer in respect of any IPR Claim to the extent that it concerns Third Party Products. With respect to any such IPR Claim, the only rights and remedies available to the Customer shall be those (if any) offered by, or available from, the applicable third party manufacturer or supplier of the Third Party Products in question, or detailed in any applicable Third Party Terms. VCG only obligation shall be to use reasonable endeavours to assist the Customer to avail itself of any right or remedies which may be available from the relevant third party manufacturer or supplier in accordance with clause 10.2.

16.6 Save as permitted under clause 17.3, neither party shall use any trade marks, trade names, logos or other branding ("**Branding**") of the other party without the prior written consent of the other party. Where such consent is given the by the relevant party, the party wishing to use the other party's Branding shall only use the Branding to the extent authorised by the other party and in accordance with such brand guidelines and other instructions as that other party shall from time to time issue or make available from time to time.

17 CONFIDENTIALITY

17.1 Each party shall keep in strict confidence all information of the other that a reasonable person would consider to be of a confidential nature (whether or not marked confidential), including without limitation, information of a confidential nature concerning the business, affairs, customers, clients or suppliers of the other party, all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed by one party to the other party or its agents, and any other confidential information concerning the other party's business or its products which that party may obtain ("**Confidential Information**").

17.2 Each party shall restrict disclosure of the Confidential Information of the other party to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging that party's obligations under this Agreement (including any Contract), and shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those contained in this clause 17.

17.3 The parties shall keep confidential the negotiation, terms and existence of this Agreement (including any Contract), except that, from the date of this Agreement, VCG may make public announcements, publish or distribute communications, advertising or promotional materials containing reference to the Customer as being a customer of VCG and displaying the customer logos. The Customer shall also cooperate with VCG, at the request of VCG, to prepare case studies for use for marketing and promotional purposes, in terms to be agreed between the parties (such agreement not to be unreasonably withheld)

17.4 This clause 17 shall survive expiry or termination of the Agreement, however arising.

18 DATA PROTECTION

18.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 18 is in addition to, and does not relieve, remove or replace a party's obligations under the Data Protection Legislation.

18.2 The parties have determined for the purposes of the Data Protection Legislation, that to the extent that VCG processes any personal data on behalf of the Customer in connection with the provision of the Supplies, the Customer is the controller and VCG is the processor of that personal data (where "controller" and "processor" have the meanings as defined in the Data Protection Legislation).

18.3 Without prejudice to the generality of clause 18.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable the lawful transfer of Personal Data (as defined in the Data Protection Legislation) to VCG for the duration and purposes of each Contract.

18.4 VCG shall, in relation to any Personal Data processed on behalf of the Customer, in connection with the performance by VCG of its obligations under each Contract:

18.4.1 only process that Personal Data for the purpose of performing its obligations under the Contract;

18.4.2 process the Personal Data only on the written instructions of the Customer unless VCG is required by any laws applicable to VCG to process Personal Data ("**Applicable Data Processing Laws**"). Where VCG is relying on Applicable Data Processing Laws as the basis for processing Personal Data, VCG shall, where permitted, promptly notify the Customer of this before performing the processing required by the Applicable Data Processing Laws;

18.4.3 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of that Personal Data and against accidental loss or destruction of, or damage to, that Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting the Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to the Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

18.4.4 ensure that all personnel who have access to and/or process the Personal Data are obliged to keep the Personal Data confidential;

18.4.5 not transfer any of the Personal Data outside of the UK/ European Economic Area unless the following conditions are fulfilled:

18.4.5.1 the Customer or VCG has provided appropriate safeguards in relation to the transfer;

18.4.5.2 the Data Subject (as defined in the Data Protection Legislation) has enforceable rights and effective legal remedies;

18.4.5.3 VCG complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

18.4.5.4 VCG complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;

18.4.6 assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessment and consultations with supervisory authorities or regulators;

18.4.7 notify the Customer without undue delay on becoming aware of a Personal Data breach;

18.4.8 at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Agreement

unless required by Applicable Data Processing Law to store the Personal Data; and

18.4.9 maintain complete and accurate records and information to demonstrate its compliance with this clause 18.4.

18.5 The Customer consents to VCG appointing any necessary third-party processor of Personal Data under each Contract. VCG confirms that it has entered or (as the case may be) will enter with the third-party into a written agreement substantially on the same terms as set out in clause 18.4 and this clause 18.5. As between the Customer and VCG, VCG shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 18.5.

18.6 VCG may, at any time on not less than 30 days' notice to the Customer, revise this clause 18 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Agreement).

19 ACCEPTABLE USE POLICY

19.1 The Customer acknowledges that it is at all times solely responsible for all data and other material transmitted in connection with its use of the Supplies, and undertakes to ensure that the Supplies shall not be used, or permitted to be used:

19.1.1 for the transmission of any material which is defamatory, offensive, abusive, or of an obscene or menacing character;

19.1.2 in a manner which constitutes a violation or infringement of the rights of any person, firm or company (including but not limited to Intellectual Property Rights, rights of copyright, confidentiality and privacy);

19.1.3 in breach, or in a manner which is reasonably likely to be in breach, of any Applicable Law;

19.1.4 in a way which allows third parties to interfere with or corrupt the Supplies, the Equipment and/or the Customer Equipment in any way (and the Customer shall notify VCG immediately if it suspects a security breach has occurred in connection with any Supplies);

19.1.5 in a way which is, or is intended to be, fraudulent or unlawful;

19.1.6 in a way that in VCG's reasonable opinion could materially disrupt, damage or otherwise affect the quality of: (i) any electronic communications service or other service provided by VCG or any third party; or (ii) any network used to provide such service;

19.1.7 in any manner which shall contravene any applicable Third Party Terms (as applicable to the Supplies) or other reasonable requirements which have been communicated in advance to the Customer in writing; or

19.1.8 in any other way which is in breach of any instruction or direction of VCG's suppliers relating to the Supplies.

19.2 In addition to the provisions of clause 19.1 above, the Customer shall comply with any additional Acceptable Use Policies or equivalent provision detailed in any applicable Proposal or Contract or contained in any applicable Third Party Terms.

20 COMMENCEMENT AND DURATION

20.1 This Master Services Agreement shall commence on the earlier of: (i) the date it is signed by both parties; and (ii) the date on which the first Contract comes into existence in accordance with clause 3.2. This Master Services Agreement shall continue until it is terminated in accordance this clause 21.

20.2 Unless expressly stated otherwise in the applicable Proposal, each Contract shall commence on the acceptance of the Customer's offer in accordance with clause 3.2 and shall, unless terminated earlier in accordance with clause 21, continue as follows:

20.2.1 in respect of Contracts solely for the one-off supply (for sale) of specified Equipment, or for the one-off supply of Consultancy Services of a fixed duration and/ or for fixed deliverables, until the Equipment has been supplied, or the Consultancy Services completed and (in either case) paid for in full; and

20.2.2 in all other cases, including Contracts for hire of Equipment, or for the supply of any ongoing Services, or for the supply of Equipment, Software or Services for a recurring (e.g. monthly or annual) fee, for the Minimum Term, after which the Contract shall automatically renew for further consecutive periods of twelve (12) months (each a "**Renewal Term**") unless either party gives the other not less than three (3) months' written notice terminating the Contract with effect from the end of the Minimum Term or any Renewal Term.

21 TERMINATION AND SUSPENSION OF SUPPLIES

21.1 Without prejudice to any other right or remedy available to VCG, VCG may (at its option) terminate this Agreement and/or any Contract, or suspend the provision of any Supplies without liability to the Customer, on written notice to the Customer if:

21.1.1 the Customer fails to pay any Charges due under this Agreement, or any Contract, by the due date for payment and fails to remedy such non-payment within five (5) Business Days of being requested to do so in writing;

21.1.2 the Customer commits a breach of any other obligation under this Agreement or any Contract and, if such breach is capable of remedy, fails to remedy that breach within thirty (30) days of being notified in writing of the breach;

21.1.3 the Customer is in breach of any applicable Acceptable Use Policy;

21.1.4 (where applicable) the Customer is in breach of the Carrier's Conditions of Use (including if, as a result of such breach, the Carrier terminates the supply of the relevant Carrier Services);

21.1.5 the Customer is in breach of any applicable Third Party Terms (including if, as a result of such breach, the relevant third party supplier of the same terminates the Customer's rights to use the relevant Third Party Product);

21.1.6 VCG has a right to terminate pursuant to clause 4.2 or clause 24.2;

21.1.7 VCG is required to do so by any governmental or regulatory authority, or to comply with any Applicable Law;

21.1.8 VCG reasonably considers that an act, omission or default of the Customer will result in a failure to comply with any Applicable Law, or may place VCG in breach of any agreement with its subcontractors or suppliers;

21.1.9 any landlord wayleave or other consent required for the purposes of providing the Supplies is refused, withdrawn, revoked or otherwise ceases to have effect;

21.1.10 the Customer fails to provide VCG and/or its subcontractor with access to the Site(s) (whether for the purpose of a Site Survey, installation or otherwise) at a previously agreed appointed time and thereafter fails to agree a new appointment date within twenty-one (21) days;

21.1.11 an order is made or a resolution is passed for the winding up of the Customer, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the Customer;

21.1.12 an order is made for the appointment of an administrator to manage the affairs, business and property of the Customer, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the Customer, or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986);

21.1.13 a receiver is appointed of any of the Customer's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the Customer, or if any other person takes possession of or sells the Customer's assets;

21.1.14 the Customer makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way, or becomes bankrupt;

21.1.15 the Customer takes or suffers any similar or analogous action as specified in clauses 21.1.6 to 21.1.14 in any jurisdiction in consequence of debt; or

21.1.16 the Customer ceases, or threatens to cease, to trade.

21.2 If there are no Contracts in place under the terms of this Master Services Agreement, VCG shall have the right to terminate this Master Services Agreement immediately on written notice to the Customer. This Master Services Agreement shall terminate on the date specified in VCG's notice.

21.3 The Customer shall have the right to terminate a Contract on written notice to VCG:

21.3.1 in accordance with clause 4.3, or clause 6.4; or

21.3.2 VCG commits a material breach of any obligation under the Contract and, if such breach is capable of remedy, fails to remedy that breach within thirty (30) days of being notified in writing of the breach; or

21.3.3 if an express right to terminate for convenience arises under the terms of any applicable Proposal or Supply Schedule or any other documents referred to in this Agreement and agreed in writing between the parties,

in any case, as applicable to the affected Contract only.

22 CONSEQUENCES OF EXPIRY OR TERMINATION

22.1 On expiry or termination of this Agreement or a Contract for any reason:

22.1.1 the Customer shall pay to VCG:

22.1.1.1 all of VCG's unpaid invoices, interest and other amounts which are due and unpaid, where no invoice has been submitted for Supplies provided to the Customer, VCG may submit an invoice which shall be paid within thirty (30) days of the date of the invoice;

22.1.1.2 if the Contract is terminated early by VCG during the Minimum Term or any Renewal Term, due to the Customer's breach or insolvency: (i) the balance of the Charges that the Customer would have paid for the remainder of the Minimum Term or Renewal Term (as applicable) if the Contract had not so ended; (ii) as applicable, all costs incurred by VCG in repossessing, selling, storing or insuring any Equipment returned or recovered from the Customer; and

22.1.1.3 if the Contract is terminated early by VCG, due to the Customer's breach or insolvency, all of VCG's committed costs in respect of the Supplies subject to termination (including costs and expenditure paid, or due to be paid, by VCG to third parties).

22.1.2 each party shall return to the other party all equipment, materials and Confidential Information belonging to the other party that the other party had supplied to it in connection with this Agreement or the Contract (as applicable);

22.1.3 each party shall return to the other all documents and materials (and any copies) containing the other party's Confidential Information and, to the extent possible, erase any such Confidential Information from its records and computer systems; and

22.1.4 any software or intellectual property licences granted by VCG to the Customer in relation to this Agreement or the relevant Contract shall terminate.

22.2 On termination of this Master Services Agreement, all existing Contracts shall terminate automatically (unless otherwise agreed in writing by the parties). To the extent a party elects to terminate a particular Contract only, this Agreement and any other then existing Contracts shall remain in full force and effect.

22.3 Termination of this Agreement or a Contract shall be without prejudice to the rights, remedies and liabilities of VCG with respect to this Agreement and each outstanding Contract that have accrued up to and including the date on which the notice of termination is effective.

22.4 Termination of this Agreement or a Contract shall not affect the continuing rights and obligations of the parties under any provision of this Agreement or the Contract which is required to give effect to such termination or the consequences of such termination. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.

NON-SOLICITATION

23 The Customer shall not, without the prior written consent of VCG, at any time during the term of this Agreement and any Contract Term and for six (6) months

23.1 thereafter, solicit or entice away from VCG or employ or attempt to employ any person who is, or has been, engaged as an employee or sub-contractor of VCG (and who was involved in, or became known to the Customer as a result of, the provision of Supplies) during the 12 month period prior to such solicitation of engagement.

23.2 The Customer agrees that if it employs, engages or solicits any employee or sub-contractor contrary to clause 23.1 it shall be liable to pay to VCG a sum equivalent to 20% of the then current gross annual remuneration of VCG's employee or sub-contractor or, if higher, 20% of the gross annual remuneration to be paid by the Customer to such employee or sub-contractor, which the parties agree to be a reasonable estimate of the costs of hiring and training a replacement for any such employee or sub-contractor.

FORCE MAJEURE

24 VCG shall not be in breach of this Agreement or any Contract or otherwise liable for any failure or delay in the performance of its obligations under this

24.1 Agreement or any Contract, to the extent that any such failure is caused by a Force Majeure Event.

24.2 VCG reserves the right to suspend the provision of the Supplies, defer the date of delivery, to terminate a Contract or this Agreement or reduce the amount of Equipment ordered, if it is prevented from or delayed in performing any of its obligations under the Contract by a Force Majeure Event.

EXPORT CONTROL

25 The Customer acknowledges that certain Supplies (including any technical data related thereto) are licensed or sold subject to and controlled by the export control laws (and similar laws) of the United States ("**US**") (including its Export

25.1 Administration Regulations), the United Kingdom ("**UK**"), the European Union ("**EU**") and countries within the European Free Trade Area ("**EFTA**") (collectively the "**Export Control Laws**").

25.2 The Customer hereby agrees not to export, re-export or otherwise use those Supplies, or direct products thereof, in violation of any Export Control Laws. Where applicable, the Customer agrees to advise its own customers that certain Supplies are subject to and controlled by such Export Control Laws and that the US government, the United Kingdom, the member states of the EU and/or EFTA may require licensing or other authorisation prior to export.

25.3 The Customer warrants that it will not export or re-export any Supplies with knowledge that they will be used in the design, development, production, or use of chemical, biological, nuclear, or ballistic weapons, or in a facility engaged in such activities, unless the Customer has obtained prior written approval from the appropriate department of the UK or US Government.

25.4 The Customer further warrants that it will not export or re-export, directly or indirectly, any Supplies to embargoed countries or sell Supplies to companies or individuals listed on the Denied Persons List published by the US Department of Commerce or any equivalent lists in the UK, EU or EFTA. It is the Customer's sole and exclusive responsibility to obtain any and all appropriate approvals of from the US government, the United Kingdom, the member states of the EU and/or EFTA prior to exporting such Supplies (or any technical data related thereto), from the United Kingdom. VCG shall not be responsible for any costs, liabilities or damages resulting from the Customer's failure to obtain any such required authorisation.

25.5 The Customer understands that the Export Control Laws may change from time to time. It is the Customer's sole and exclusive responsibility to obtain guidance of counsel or other appropriate channels to ensure its compliance with these laws.

ANTI-BRIBERY

26 The Customer shall during the term of this Agreement:

26.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-

26.2 bribery and anti-corruption including the Bribery Act 2010 ("**Relevant Requirements**");

26.3 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

26.4 establish, maintain and enforce its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements;

26.5 notify VCG (in writing) if it becomes aware of any breach of this clause 26, or has reason to believe that it has received a request or demand for any undue financial or other advantage in connection with this Agreement or any Contract;

26.6 upon request, certify to VCG in writing signed by an officer of the Customer, compliance with this clause 26 by the Customer. The Customer shall provide such supporting evidence of compliance as the Customer may reasonably request.

Breach of this clause 26 shall be deemed a material breach of this Agreement.

26.7 For the purpose of this clause 26, the meaning of adequate procedures shall be determined in accordance with the Bribery Act 2010 (and any guidance issued

26.8 under that Act).

DISPUTE RESOLUTION

27 If a dispute arises out of or in connection with this Agreement or any Contract or the performance, validity or enforceability of this Agreement or any Contract

27.1 (a "**Dispute**") then the parties shall follow the procedure set out in this clause:

27.1.1 either party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with relevant supporting documents. On service of the Dispute Notice, the main contact of the Customer and main contact of the Supplier detailed in this Agreement (or persons of equivalent standing) shall attempt in good faith to resolve the Dispute;

27.1.2 if the persons detailed in clause 27.1.1 are for any reason unable to resolve the Dispute within fourteen (14) days of service of the Dispute Notice, the Dispute shall be referred to a director of the Customer and a director of the Supplier who shall attempt in good faith to resolve it; and

27.1.3 if the director of the Customer and director of the Supplier are for any reason unable to resolve the Dispute within fourteen (14) days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing ("**ADR notice**") to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation will start not later than thirty (30) days after the date of the ADR notice.

27.2 The commencement of mediation shall not prevent the parties commencing or continuing court proceedings in relation to the Dispute under clause 31 (Law and Jurisdiction) which clause shall apply at all times.

28 GENERAL Save as otherwise expressly provided elsewhere in this Agreement or

28.1 a Contract,
this Agreement shall only be capable of being varied by a written instrument signed by an authorised representative of VCG and an authorised representative of the Customer. Notwithstanding the foregoing, the Customer acknowledges and agrees that VCG may change this Agreement at any time by notice in writing to the Customer if it needs to do so to comply with any Applicable Law, in which case VCG will use its reasonable endeavours to ensure that any change to the Agreement does not result in any material deterioration in the Supplies.

28.2 Each Contract constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes any previous agreement between, any prior verbal or written understandings, communications, and representations between the parties. The parties acknowledge that nothing in this clause shall limit or exclude any right or liability of either party in respect of any fraudulent act, omission or representation.

28.3 The failure to exercise or delay in exercising a right or remedy provided by this Agreement, a Contract or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

28.4 A waiver of any right under this Agreement is only effective if it is in writing and signed by or on behalf of the waiving party, and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.

28.5 If any provision of this Agreement or a Contract (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, such provision shall be deemed to have been deleted without affecting the remaining provisions of this Agreement or the Contract.

28.6 Each of the parties acknowledges and agrees that in entering into this Agreement or any Contract it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the subject matter of this Agreement or any Contract other than as expressly set out in the Agreement or the Contract.

28.7 The Agreement is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns, and is not intended to benefit, or be enforceable by, anyone else.

28.8 This Agreement or a Contract may be executed in any number of counterparts each of which when executed and delivered shall be an original and all the counterparts, together shall constitute one and the same instrument.

ASSIGNMENT AND SUB-CONTRACTING

29

29.1 The Customer shall not, without the prior written consent of VCG, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement or a Contract.

29.2 VCG 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 the Agreement or a Contract.

29.3 Without prejudice to the generality of clause 29.2, the Customer acknowledges and agrees that VCG may (at its sole discretion and with or without notice to the Customer):

29.3.1 utilise facilities provided by one or more third parties for all or part of the Supplies; and/ or

29.3.2 subcontract all or part of the supply of the Supplies, provided that VCG remains responsible for the acts and omissions of its subcontractors; and/ or

29.3.3 finance all or part of any Contract by way of assigning and/or otherwise transferring the benefit of its right, title and interest (in whole or in part) to receive Charges and/or other amounts, to a third party funder and the Customer acknowledges that these finance arrangements are acceptable (the "**Finance Agreement**").

30 NOTICES

30.1 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be:

30.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

30.1.2 sent by email to the address specified in this Agreement.

30.2 Any notice shall be deemed to have been received:

30.2.1 if delivered by hand, at the time the notice is left at the proper address;

30.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second (2nd) Business Day after posting; or

30.2.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume.

In this clause, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

31 GOVERNING LAW AND JURISDICTION

31.1 The Agreement and all Contracts and any disputes or claims arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

31.2 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Agreement or any Contract or their subject matter or formation (including non-contractual disputes or claims).

32 VERSION CONTROL

32.1 This Version of these Terms and Conditions was last updated on 12 August 2024.

SCHEDULE 1

CONSULTANCY SERVICES

1 DEFINITIONS

1.1 Unless otherwise defined herein, capitalised terms in this Supply Schedule shall have the meaning given to them in the Master Services Agreement or the Contract, as applicable. The following definitions shall apply to this Supply Schedule:

"Business Hours"	**means the period from 9.00am to 5.00pm on any Business Day.**
"Daily Fee Rates"	**means VCG's applicable daily fee rates for Consultancy Services, as further detailed in paragraph 3.3 below.**

2 SUPPLY OF CONSULTANCY SERVICES

2.1 VCG shall provide any Consultancy Services (in all material respects) in accordance with the applicable Proposal, as well as the terms and conditions of this Agreement including this Supply Schedule.

2.2 VCG reserves the right (but does not assume the obligation) to make any changes in the description or specification of any Consultancy Services which are required to conform with any Applicable Law or which do not materially affect their quality or performance.

3 CHARGES AND PAYMENT

3.1 In consideration of the provision of any Consultancy Services by VCG, the Customer shall pay the Charges therefor, as detailed in the applicable Proposal.

3.2 The Proposal shall specify whether the Charges for any Consultancy Services shall be calculated on a time and materials basis or on a fixed price basis. Where the Proposal does not specify this, then the Charges shall be calculated on a time and materials basis.

3.3 Where Charges for Consultancy Services are to be calculated on a time and materials basis:

3.3.1 VCG's Daily Fee Rates for each individual person shall be as set out in the applicable Proposal, or where no daily fee rates are specified in the applicable Proposal then VCG's then current standard Daily Fee Rates (details of which are available from VCG on request);

3.3.2 unless expressly stated otherwise, VCG's Daily Fee Rates shall be calculated on the basis of a 7.5 hour day, worked during Business Hours;

3.3.3 VCG shall charge for part days worked on a pro-rata basis rounded up to the nearest hour;

3.3.4 VCG shall be entitled to charge an out of hours rate for any time worked by individuals whom it engages to perform Consultancy Services outside Business Hours, in accordance with the applicable Daily Fees Rates (our of hours rate table);

3.3.5 VCG shall ensure that every individual whom it engages on the Consultancy Services completes time sheets to record time spent on the Consultancy Services, and VCG shall indicate the time spent per individual in its invoices; and

3.3.6 unless expressly agreed otherwise VCG shall be entitled to raise an invoice in respect of any work undertaken in any month at (or at any time after) the end of the month in question.

3.4 Where Charges for Consultancy Services are to be calculated on a fixed price basis, the amount of those Charges shall be as set out in the applicable Proposal and VCG shall be entitled to raise an invoice for those Charges at such time or on such dates or (if applicable) on the achievement of such milestones, as may be stipulated in the Proposal, or (if no such dates or payment terms are stipulated or agreed) in advance of performance of the relevant Consultancy Services.

3.5 Unless expressly stated otherwise, all Charges for Consultancy Services exclude the following, which shall be payable by the Customer monthly in arrears, following submission of an appropriate invoice:

3.5.1 the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom VCG engages in connection with the Consultancy Services; and

3.5.2 the cost to VCG of any materials or services procured by VCG from third parties for the provision of the Consultancy Services as such items and their cost are set out in the Proposal or approved by the Customer from time to time (such approval not to be unreasonably withheld).

3.6 Where any Proposal details applicable Daily Fee Rates for Consultancy Services, then VCG may increase those daily fee rates on an annual basis (in accordance with clause 12.3 of the Agreement) by notice in writing to the Customer.

4 PRE-PURCHASED SERVICES

4.1 If under any Proposal, VCG agrees to make available to the Customer a stated amount (e.g. by value or by number of hours) of labour to be used in providing Consultancy Services (or similar or other services) over a stated period of time ("**Pre-purchased Services**") then (subject to paragraph 4.2) it is the Customer's responsibility to ensure that it utilises those Pre-purchased Services within the stated time period.

4.2 The Customer must give VCG reasonable prior notice of its requirements to use Pre-purchased Services for any particular purpose(s) and VCG will then use its reasonable endeavours to undertake the requested work as soon as reasonably possible, or within agreed timeframes.

4.3 Unless VCG (in its absolute discretion) agrees otherwise in writing, Pre-purchased Services which have not been used within the relevant time period, cannot be carried forward to be used in later periods and no refund will be given in respect of unused Pre-purchased Services.

4.4 If VCG (in its absolute discretion) agrees that Pre-purchased Services may be used following the expiry of the originally agreed time period, then VCG reserves the right to increase any applicable day-rate(s)/ charges to reflect any increases in inflation and/ or costs of procuring labour since the day-rates/ charges were first agreed.

5 CONSULTANCY SERVICES WARRANTY

5.1 VCG warrants that it shall perform any Consultancy Services (in all material respects) in accordance with any description or specification detailed in the applicable Proposal and using reasonable skill and care.

5.2 Subject to paragraph 4.4 below, in the event that the Customer can demonstrate that any Consultancy Services supplied by VCG under this Agreement do not comply with the warranty detailed in paragraph 4.1 above, VCG shall use commercially reasonable endeavours to remedy such non-conformance. In the event that it is not reasonably possible to remedy the non-conformance, then VCG shall refund any Charges paid for any affected Consultancy Services (or a fair and reasonable proportion thereof) provided that (where applicable) the Customer returns, or ceases any further use of, the Consultancy Services (or their outputs) in question as VCG may reasonably direct.

5.3 The Parties agree that paragraph 4.2 sets out the Customer's sole and exclusive remedy and VCG's entire liability in respect of any non-compliance with the warranty detailed in paragraph 4.2.

5.4 VCG shall not be liable for any failure to comply with the warranty in paragraph 4.1 if:

5.4.1 the defect or non-conformance arises because the Customer has failed to follow VCG's reasonable oral or written instructions as to the use of the Consultancy Services in question or (if there are none) good trade practice;

5.4.2 the defect or non-conformance arises as a result of VCG using or following any drawing, design, specification or requirement supplied by the Customer or as a result of any Customer Equipment or Customer Materials, or any other data information or materials supplied by the Customer; or

5.4.3 the Customer alters or modifies the Consultancy Services (or their outputs) without the written consent of VCG.

5.5 The warranty with respect to Consultancy Services, set out in this Section 4, together with those set out elsewhere in this Agreement, are in lieu of all other warranties, conditions, undertakings, terms and obligations concerning the provision of the Consultancy Services which might, but for this paragraph, have effect between VCG and the Customer or would otherwise be implied or incorporated into this Agreement or considered to take effect as a collateral contract, whether by statute, common law, trade usage, course of dealing or otherwise, all of which are agreed to be excluded to the fullest extent permitted by law.

6 VERSION CONTROL

6.1 This Version of this Supply Schedule was last updated on 20 February 2023.

SCHEDULE 2

SUPPLY OF EQUIPMENT

1 DEFINITIONS

1.1 Unless otherwise defined herein, capitalised terms in this Supply Schedule shall have the meaning given to them in the Master Services Agreement or the Contract, as applicable. The following definitions shall apply to this Supply Schedule:

"Maintenance Agreement"	shall have the meaning given in clause 7.1.7.
"Maintenance Provider"	Shall have the meaning given in clause 7.1.7
"WEEE Regulations"	means the Waste Electrical and Electronic Equipment Regulations 2013 (SI 2013/3113) (WEEE Regulations 2013) and any equivalent legislation in force from time to time in any relevant jurisdiction.

2 SUPPLY OF EQUIPMENT

2.1 Subject to the following provisions of this Section 2, VCG shall supply any Equipment (in all material respects) in accordance with the applicable Proposal and in accordance with the terms and conditions of this Agreement including this Supply Schedule.

2.2 The quantity and description of the Equipment to be supplied shall be as set out in the Proposal.

2.3 All samples, drawings, descriptive matter, specifications and advertising issued by VCG, with respect to Equipment, and any descriptions or illustrations contained in VCG's catalogues or brochures, are issued or published for illustrative purposes only and they do not form part of the Agreement.

2.4 Any typographical, clerical or other error or omission in any Proposal, or sales literature, price list, acceptance of offer, invoice or other document or information issued by VCG, shall be subject to correction without any liability on the part of VCG.

2.5 VCG reserves the right (but does not assume the obligation) to make any changes in the specification of any Equipment which are required to conform with any Applicable Law or which do not materially affect their quality or performance.

2.6 VCG's employees, contractors and agents are not authorised to make any contractually binding representations concerning any Equipment to be supplied by VCG. In entering into a Contract for the supply of Equipment, the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which have not been confirmed in writing by an authorised officer of VCG. However, nothing in these conditions limits VCG's liability for fraudulent misrepresentation.

2.7 Any advice or recommendation given by VCG or its employees, contractors or agents to the Customer or its employees, contractors or agents about the storage, application or use of the Equipment which is not confirmed in writing by an authorised officer of VCG is followed or acted on entirely at the Customer's own risk.

3 BASIS OF SUPPLY OF EQUIPMENT

3.1 Where it is agreed that VCG shall supply Equipment under a Contract, the applicable Proposal shall specify whether the Equipment is being supplied for sale to the Customer, or for hire to the Customer.

Where Equipment is supplied for sale to the Customer, then the provision of Section 6 below shall apply.

3.2 Where Equipment is supplied for hire to the Customer, then the provisions of Section 7 below shall apply.

3.3 The remaining provisions of this Supply Schedule shall apply irrespective of whether Equipment is supplied for sale or hire.

4 DELIVERY AND INSTALLATION

3.4 VCG shall deliver (or arrange for delivery) of the Equipment to the Site stipulated in the Proposal, and if the Proposal provides for VCG to install the Equipment then VCG shall install the Equipment as detailed in the Proposal.

4.1 The Customer shall (at its own cost and expense, as applicable):

4.2

4.2.1 ensure that any location at the Site where any Equipment and/or Customer Equipment is to be installed:

4.2.1.1 is suitable for the installation, housing and operation of the Equipment and/or Customer Equipment;

4.2.1.2 has adequate physical access to the rack where the Equipment and/or Customer Equipment is housed;

4.2.1.3 has an adequate and stable power supply (including back-up);

4.2.1.4 has an operating temperature of a range specified by VCG; and

4.2.1.5 all ducting (internal and external) and internal cabling are in place;

4.2.2 keep any Customer Equipment in good and working order as necessary for VCG to provide any Equipment or other Supplies;

4.2.3 if uninterrupted use or access to the Equipment or any other Supplies is required, procure back-up power with sufficient capacity to conform to the stand-by requirement of the relevant local standards in the event of a failure in the principal power supply for Equipment and/or Customer Equipment;

4.2.4 provide such access, information, assistance and facilities in connection with the installation and housing of any Equipment and/or Customer Equipment and provision of any other Supplies as VCG and/or its contractors or subcontractors may reasonably require (including, without limitation, access to the Customer's computer systems for which the Customer shall provide connectivity);

4.2.5 ensure that a safe and suitable environment is provided at the Site(s) for VCG and/or its personnel or subcontractors to supply and (if applicable) install the Equipment or provide any other Supplies;

4.2.6 maintain throughout the Contract Term appropriate health and safety/ public liability insurance with a reputable insurance company to cover the VCG's personnel and/or VCG's VCGs and subcontractors working at the Site(s), and produce evidence of such insurance to VCG on demand;

4.2.7 procure such third party consents as are required for VCG and/or its suppliers and subcontractors to install any Equipment and/or Customer Equipment and provide any other Supplies at the Site, including any landlord wayleave consents; and

4.2.8 adopt appropriate security measures to protect its IT systems and networks (and the Customer acknowledges and agrees that VCG shall not be liable to the Customer for any loss or damage suffered as a result of any virus or other hostile computer program being introduced into the Customer's IT systems or network as a result of the Customer's use of the Equipment or any other Supplies and/or the electronic communications network operated or used by VCG to provide any Services).

5 RISK IN EQUIPMENT

5.1 Any Equipment (whether sold or hired) which is supplied by VCG to the Customer, shall be at the risk of VCG until delivery to the Customer at the place of delivery specified in the Proposal, following which the Equipment shall be at the risk of the Customer. VCG shall off-load the Equipment at the Customer's risk.

6 SALE OF EQUIPMENT

6.1 If VCG is selling Equipment to the Customer, ownership of the Equipment shall pass to the Customer on the later of completion of delivery (including off-loading), or when VCG has received in full in cleared funds all Charges due to it in respect of the Equipment.

6.2 Until ownership of the Equipment has passed to the Customer under paragraph 5.1, the Customer shall:

6.2.1 hold the Equipment on a fiduciary basis as VCG's bailee;

6.2.2 not destroy, deface or obscure any identifying mark or packaging on or relating to the Equipment; and

6.2.3 keep the Equipment insured on VCG's behalf for its full price against all risks to the reasonable satisfaction of VCG, and hold the proceeds of such insurance on trust for VCG and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.

6.3 The Customer's right to possession of the Equipment before ownership has passed to it shall terminate immediately if any of the circumstances set out in clause 21.1 of the Agreement arises or if the Customer encumbers or in any way charges the Equipment, or if the Customer fails to make any payment to VCG on the due date.

6.4 The Customer grants to VCG, its agents and employees an irrevocable licence at any time to enter any premises where the Equipment is or may be stored in order to inspect it, or where the Customer's right to possession has terminated, to remove it. All costs incurred by VCG in repossessing the Equipment shall be borne by the Customer.

6.5 On termination of the Agreement or any relevant Contract for any reason, VCG's (but not the Customer's) rights in this Section 5 shall remain in effect.

6.6 VCG may appropriate payments by the Customer to such Equipment as it thinks fit, notwithstanding any purported appropriation by the Customer to the contrary, and may make such appropriation at any time.

7 HIRE OF EQUIPMENT

7.1 **Hire Terms**: Where a Contract is for, or includes, the hire of Equipment, VCG shall hire the Equipment to the Customer in accordance with the following additional terms:

7.1.1 the Customer shall ensure that the Equipment is kept and operated in a suitable environment and used only for the purposes for which it is supplied;

7.1.2 the Customer must keep the Equipment at the designated Site and must not move it without the prior written permission of VCG;

7.1.3 the Customer must maintain the Equipment, and keep it in good condition at all times. Subject to fair wear and tear, the Customer is responsible for all damage to Equipment;

7.1.4 the Customer must ensure that the Equipment is used properly and that it is always safe to use. The Customer is responsible for any loss, damage or injury (including death) to any people, or to any property, which is caused by misuse of the Equipment and the Customer agrees to indemnify VCG on demand from and against all loss, claims, damages and expenses suffered or incurred by VCG in connection with the Equipment hired to the Customer (except for injury or death caused by the negligence of VCG);

7.1.5 the Customer is responsible for all licence fees, fines, duties, insurance premiums and any other payments that are due in connection with the Equipment;

7.1.6 the Customer must not without the prior written consent of VCG:

7.1.6.1 alter, add or change anything on the Equipment; part with

7.1.6.2 control of (other than for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it; and

7.1.6.3 allow the Equipment to be taken or seized by any person in satisfaction of a debt owed by the Customer;

7.1.7 the Customer must enter into, and comply with, the terms of a suitable maintenance agreement ("**Maintenance Agreement**") with the manufacturer of the Equipment, or VCG's service agent ("**Maintenance Provider**"). If it is indicated in the Proposal that a maintenance payment is included in the Charges then:

7.1.7.1 VCG may on behalf of the Customer pay the amount due to the Maintenance Provider either when it receives payment from the Customer, or in advance and in these circumstances VCG reserves the right to recover all such payments from the Customer;

7.1.7.2 VCG may increase the Charges by the amount of any increase in the applicable maintenance payment;

7.1.7.3 VCG will not be responsible for the provision of any maintenance, or any failure of the Maintenance Provider, to provide such maintenance; and

7.1.7.4 if the Customer does not pay the Charges on time this may affect the Customer's entitlement to benefit from the Maintenance Agreement.

7.1.8 on expiry or termination of the relevant Contract, or as notified by VCG, the Customer will no longer have permission from VCG to be in possession of the Equipment and the Customer shall, at its own cost, deliver up the Equipment to VCG on the date or dates to be agreed between the parties.

7.1.9 Failure to comply with clause 7.1.8, shall mean the customer is liable to pay to VCG the sum equivalent to the value to acquire the items not returned to VCG through their Procurement channels.

7.2 **Insurance Requirements**: In respect of Equipment hired to the Customer:

7.2.1 the Customer shall insure such Equipment from and against all loss or damage for all insurable risks, for its full replacement cost, and with a reputable insurance company. The Customer must arrange for the insurer to note the interest of VCG on the insurance policy and upon request produce evidence of the insurance policy;

7.2.2 if the Customer fails to make acceptable arrangements for the insurance of the Equipment VCG may insure the Equipment and charge the Customer for the cost of such insurance;

7.2.3 if the Customer has to make a claim upon such insurance policy the Customer must advise VCG immediately in writing and must not agree any settlement of a claim without first obtaining the written permission of VCG, and any insurance monies must be paid to VCG; and

7.2.4 if the Equipment is a total loss for insurance purposes then VCG may terminate the relevant Contract and apply the insurance proceeds in accordance with clause 22.1.1 of the Agreement.

7.3 **Early Termination:** Where the Customer terminates any Contract for the hire of any Equipment early, prior to the end of any agreed minimum rental or hire term, then without prejudice to any other rights or remedies which may be available to VCG arising from such early termination, then the Customer shall pay to VCG:

7.3.1 a sum equal to all arrears of rental or hire Charges plus interest; and

7.3.2 (as liquidated damages for VCG's losses) a sum equal to all the rental or hire Charges that the Customer would have paid had the Contract continued for the agreed rental or hire term, less a discount from the date of termination to the date each of the rental or hire Charges would otherwise have fallen due at a rate of 2% per annum; and

7.3.3 (to the extent not already covered by paragraphs 7.3.1 and 7.3.2 above) the amount of any early termination charges or similar liabilities which VCG is obliged to pay to any third parties (such as Equipment manufacturers, Maintenance Providers or equipment finance, funding or leasing providers) as a consequence of such early termination; and

7.3.4 any Removal Costs or Storage Costs due under Section 9 below, or other costs, losses or liabilities which VCG can demonstrate it has suffered as a consequence of early termination.

7.4 **Other Requirements:** Where Equipment is hired to the Customer, other requirements may apply in relation to the Equipment and/ or as to the terms on which such Equipment is supplied to the Customer, which may include provisions stipulated by the equipment manufacturer, Maintenance Providers or equipment finance, funding or leasing providers. Such requirements may be stipulated in the Proposal or notified to the Customer in writing and the Customer agrees to comply with the same.

8 EQUIPMENT WARRANTY

8.1 The Customer acknowledges and agrees that VCG is not the manufacturer of any Equipment supplied to the Customer under a Contract. Accordingly, save as expressly provided in this Agreement, VCG does not itself give any warranties or guarantees concerning the Equipment supplied. VCG shall nevertheless use reasonable endeavours to transfer or pass on to the Customer the benefit of any warranty or guarantee given by the manufacturer of the Equipment. The Customer acknowledges that the manufacturer shall not be liable for a breach of the manufacturer's warranty or guarantee unless:

8.1.1 the Customer gives written notice of the defect to VCG within seven (7) days of the time when the Customer discovers or ought to have discovered the defect; and

8.1.2 after receiving the notice, the manufacturer is given a reasonable opportunity of examining such Equipment.

8.2 Further, the manufacturer shall not be liable for a breach of its warranty or guarantee if:

8.2.1 the Customer makes any use of Equipment in respect of which it has given written notice under paragraph 8.7.1 above;

8.2.2 the defect arises because the Customer failed to follow VCG's or the manufacturer's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Equipment or (if there are none) good trade practice; or

8.2.3 the Customer alters or repairs the relevant Equipment without the written consent of VCG or the manufacturer.

8.3 VCG and any applicable manufacturer shall not be liable for any damage or defect to the Equipment caused by improper use of the Equipment or use outside its normal application.

9 STORAGE OF EQUIPMENT

9.1 In the event that VCG is, for any reason, required to hold or store any Equipment for the Customer, at VCG's premises or storage facilities, whether prior to delivery to the Customer's premises or following return by the Customer or otherwise, for a period exceeding thirty (30) days, then VCG shall be entitled to charge storage fees ("**Storage Charges**") calculated as follows: 0.5% of stock value per month, or (if higher) VCG actual demonstrable storage costs (e.g. where VCG has arranged for the Equipment to be stored with a third party provider of storage or warehousing services).

9.2 VCG shall also be entitled to be reimbursed its costs and reasonable charges, if it is required (for any Reason) to collect, remove or repossess Equipment from any location (e.g. at the end of any Contract) or to dispose of any Equipment for the Customer ("**Removal Costs**").

9.3 VCG shall be entitled to invoice for any Storage Charges and Removal Costs monthly in arrears and the Customer agrees pay all such invoices within thirty (30) days of receipt.

10 WEEE REGULATIONS

10.1 The Customer shall comply with the WEEE Regulations (to the extent applicable) and/ or shall comply with any instructions or directions stipulated by VCG for this purpose.

10.2 The Customer shall notify VCG in the event it intends to export any of the Equipment outside of the United Kingdom.

10.3 The Customer shall indemnify, defend and hold VCG harmless from any violation or alleged violation by the Customer of paragraphs 9.1, or 9.2 above or of clause 25 of the Agreement, with respect to any Equipment supplied under this Agreement.

11 VERSION CONTROL

11.1 This Version of this Supply Schedule was last updated on 13 December 2023.

SCHEDULE 3

SOFTWARE

1 **DEFINITIONS** Unless otherwise defined herein, capitalised terms in this Supply

1.1 Schedule shall have the meaning given to them in the Master Services Agreement or the Contract, as applicable. The following definitions shall apply to this Supply Schedule:

"Open Source Software"	means Open Source Software as defined by the Open Source Initiative (http://www.openscource.org) or the Free Software Foundation (http://www.fsf.org);
"Specification"	means the description of the facilities and functions of the Software, as described in the Proposal;
"Third Party Software"	means any Software which is to be supplied to the Customer by VCG under a Contract, which is proprietary to a Third Party Software Supplier, including commercially available "off-the-shelf" software and SaaS products procured from third party vendors, as well as Open Source Software;
"Third Party Software Supplier"	means the third party (other than the VCG or the Customer) that has developed and is the ultimate supplier of any the Third Party Software;
"Third Party Licence Terms"	means any licence terms or subscription terms relating to, or governing the use of, any Third Party Software;
"VCG Software"	means any Software programs supplied by VCG to the Customer under a Contract, other than Third Party Software, including VCG's own proprietary software products, as well as any Software developed and delivered to the Customer in the course of providing any Services.

2 **DELIVERY AND INSTALLATION**

2.1 VCG shall deliver any Software and (if the Proposal provides for VCG to install the Software) install the Software on the applicable Equipment, or Customer Equipment, or systems (as applicable) in accordance with the provisions of the Proposal.

3 **GRANT OF LICENCE**

3.1 In consideration of payment of the applicable Charges for the supply of Software, the Customer shall have a non-exclusive, non-transferable licence to use the Software for its own internal business purposes for the applicable Contract Term.

3.2 With respect to Third Party Software, the Customer acknowledges and agrees that the Customer's licence to use the same shall be subject to any applicable Third Party Licence Terms and the Customer agrees to signify its acceptance thereof and to comply with (and to ensure that its authorised users comply with) any applicable Third Party Licence Terms. Details of applicable Third Party Licence Terms for Third Party Software that VCG supplies is published at https://vcg.group/terms-and-conditions/ and/ or may be detailed in the applicable Proposal.

3.3 In relation to any VCG Software (or any Third Party Software for which no applicable Third Party Licence Terms exist) then unless expressly provided otherwise in the applicable Proposal, the scope of the Customer's licence to use the Software shall be subject to the following conditions:

3.3.1 the Customer's licence to use the Software shall be non-exclusive and non-transferable and shall be for the applicable Contract Term only;

3.3.2 use of the Software shall be restricted to use of the Software in object code form for the purpose of processing the Customer's data for the normal internal business purposes of the Customer;

3.3.3 use of the Software means loading the Software into temporary memory or permanent storage on the relevant computer system(s), provided that installation on a network server for distribution to other computers is not "use" if the Software is licensed for use on each computer to which the Software is distributed;

3.3.4 (where applicable) the Customer may make backup copies of the Software as may be necessary for its lawful use. The Customer shall record the number and location of all copies of the Software and take steps to prevent unauthorised copying;

3.3.5 except as expressly permitted under mandatory provisions of applicable law, the Customer has no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Software in whole or in part.

3.4 With respect to any Software supplied under a Contract, the Customer shall not, without first obtaining VCG's consent:

3.4.1 sub-license, assign or novate the benefit or burden of its licence to use the Software in whole or in part;

3.4.2 allow the Software to become the subject of any charge, lien or encumbrance;

3.4.3 deal in any other manner with any or all of its rights and obligations with respect to the Software.

3.5 With respect to any Software supplied under a Contract, the Customer shall:

3.5.1 ensure that the number of persons using the Software does not exceed the number specified in the Proposal and comply with any other licensing restrictions or parameters detailed in the Proposal;

3.5.2 keep a complete and accurate record of the Customer's copying and disclosure and use of the Software and its users, and produce such records to VCG on request from time to time;

3.5.3 notify VCG as soon as it becomes aware of any unauthorised use of the Software by any person;

3.5.4 be responsible for the provision and maintenance of the operational and environmental conditions necessary for the proper functioning of the Software, and the equipment and operating system software on or in conjunction with which the Software is used (save to the extent that VCG is responsible for providing the same);

3.5.5 be responsible for any communication links between the equipment on or in conjunction with which the Software is used and any other computer or terminal and any wiring and cabling required (except where VCG is providing services in respect of this); and

3.5.6 ensure that only competent trained employees, or persons under their supervision, operate the Software in a proper and lawful manner.

3.6 The Customer shall permit VCG to inspect and have access to any premises (and to the computer equipment located there) at or on which the Software is being kept or used, and have access to any records kept in connection with the Software, for the purposes of ensuring that the Customer is complying with these terms, provided that VCG provides reasonable advance notice to the Customer of such inspections, which shall take place at reasonable times.

3.7 The Customer agrees that the facilities and functions of the Software set out in any Specification meet its required criteria. The Customer acknowledges that VCG is not liable for any failure of the Software to provide any facility or function that is not described in any such Specification.

4 **SOFTWARE WARRANTY**

4.1 With respect to any Third Party Software, the Customer acknowledges and agrees that VCG is not the developer or ultimate supplier of any Third Party Software. Accordingly, save as expressly provided in this Agreement, VCG does not itself give any warranties or guarantees concerning ant Third Party Software which it supplies. VCG shall nevertheless use reasonable endeavours to assist the Customer to benefit from any warranties or guarantees which are given by the relevant Third Party Software Supplier (including under the applicable Third Party Licence Terms). The Customer acknowledges that the Third Party Software Supplier may not be liable for a breach of any warranty or guarantee unless:

4.1.1 the Customer gives prompt written notice of the relevant defect to VCG or the relevant Third party Software Supplier (as applicable) after the Customer discovers or ought to have discovered the defect; and

4.1.2 after receiving the notice, VCG or the relevant Third Party Software Supplier (as appropriate) is given full details of the defect in question and a reasonable opportunity of examining such Software.

4.2 With respect to any VCG Software, VCG warrants that the Software will conform in all material respects to any applicable Specification for a period of thirty (30) days from delivery ("**Warranty Period**"). If, within the Warranty Period, the Customer notifies VCG in writing of any defect or fault in the Software in consequence of which it fails to conform in all material respects to the Specification, and such defect or fault does not result from the Customer, or anyone acting with the authority of the Customer, having amended the Software or used it outside the terms of this Agreement (including this Supply Schedule), or for a purpose or in a context other than the purpose or context for which it was designed, or in combination with any other software not provided by VCG, or it has not been loaded onto VCG-specified or suitably configured equipment, VCG shall, at VCG's option, do one of the following:

4.2.1 repair or replace the Software; or

4.2.2 terminate the relevant Contract by notice in writing to the Customer and refund any Charges paid by the Customer for such Software as at the

date of termination (less a reasonable sum in respect of the Customer's use of the Software to the date of termination) on return of the Software and all copies thereof.

4.2.3 For the purposes of paragraph 4.2 above, the Customer shall provide all the information that may be necessary to assist VCG in resolving the defect or fault, including a documented example of any defect or fault, or sufficient information to enable VCG to re-create the defect or fault.

4.3 VCG does not warrant that the use of any Software supplied under this Agreement will be uninterrupted or error-free.

4.4 Except as expressly provided in this Agreement, all other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this Agreement, or any collateral contract, whether by statute, common law or otherwise, with respect to any Software supplied under this Agreement, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality or fitness for purpose.

5 INTELLECTUAL PROPERTY RIGHTS

5.1 Without prejudice to the general provisions contained in clause 16 of this Agreement, the Customer acknowledges that:

5.1.1 all Intellectual Property Rights in any Third Party Software shall belong to the relevant Third Party Software Supplier; and

5.1.2 all Intellectual Property in any VCG Software shall belong to VCG.

5.2 Save as expressly provided in this Agreement (including this Supply Schedule) or unless expressly agreed otherwise in any applicable Proposal, the Customer shall not obtain any right, title or interest in any Intellectual Property Rights in any Software supplied under this Agreement.

6 CONSEQUENCES OF TERMINATION

6.1 On termination or expiry of any Contract for the supply of Software (or the Customers licence to use the same) for any reason:

6.1.1 all rights granted to the Customer with respect to the Software shall cease;

6.1.2 the Customer shall cease all further use of the Software; and

6.1.3 the Customer shall immediately destroy or return to VCG (at VCG's option) all copies of the Software then in its possession, custody or control and, in the case of destruction, certify to VCG that it has done so.

7 VERSION CONTROL

7.1 This Version of this Supply Schedule was last updated on 13th December 2023.

SCHEDULE 4

SUPPORT SERVICES

1 **DEFINITIONS** Unless otherwise defined herein, capitalised terms in this Supply

1.1 Schedule shall
have the meaning given to them in the Master Services Agreement or the Contract, as applicable. The following definitions shall apply to this Supply Schedule:

"Consumables"	items designated by the manufacturer or replaced periodically, such as toner cartridges;
"Cover Period"	means (unless otherwise stated in a Proposal) the hours between 0900 and 1700 Monday to Friday, excluding public holidays in England;
"Local Area Network" or "LAN"	a local area network which is the linking together of two or more computers for a common purpose in the same location;
"Network"	**the whole of a specified Wide Area Network or any Local Area Network specified, including any network hardware, Software, communications, interfaces and cables;**
"Service Levels"	**the service levels (if any) specified in the Proposal in connection with the Support Services;**
"Wide Area Network"	a group of Local Area Networks linked together.

2 **SUPPLY OF SUPPORT SERVICES**

2.1 VCG will provide the Support Services in accordance with the Proposal.

2.2 VCG shall:

2.2.1 where VCG is providing a managed service as part of the Supplies, provide a monitoring service and proactively manage issues as they arise and as they affect the efficient operation of the applicable systems or services;

2.2.2 use reasonable endeavours to investigate and correct problems or failures during the Cover Period;

2.2.3 use reasonable endeavours to meet any response times and fix times set out in the Proposal;

2.2.4 where the Customer has taken Equipment with hardware Support Services, (where necessary) provide replacement of such Equipment to correct any problems;

2.2.5 as upgrades to codes are released for products, propose and recommend upgrades where appropriate to fix critical vulnerabilities whilst maintaining existing functionality. Emergent new features or the resolution of existing bugs may have a bearing on the upgrade path;

2.2.6 manage software and ensure that systems are only updated where necessary.

2.2.7 respond to fault calls by remote diagnosis where appropriate and subject to the Customer providing the necessary access to its systems;

2.2.8 comply with any reasonable safety and security procedures applicable to the location and made known to VCG;

2.2.9 provide a call log facility both by telephone and via a web browser during the Cover Period, and where VCG is providing a managed service as part of the Supplies, provide an alerting facility, which will email the Customer's help desk with faults detected through VCG's monitoring system;

2.2.10 follow up all fault calls made by the Customer and/or those detected by VCG's monitoring system including fault calls for systems covered under a manufacturer warranty and shall ensure there is a satisfactory conclusion and closure of all fault calls;

2.2.11 where VCG is providing a managed network service as part of the Supplies, provide network performance reports on a regular basis which shall be at no more than 3-month intervals and as result of such reports either remedy or make recommendations to maintain the efficiency of the Network; and

2.2.12 use reasonable endeavours to resolve problems caused by third parties and in particular the relevant telecommunications network provider however the Customer acknowledges and agrees that VCG shall not be held responsible for any actions outside its direct control.

3 **EXCLUSIONS TO SUPPORT SERVICES**

3.1 All support, maintenance and other services that are outside the scope of the Support Services set out in the Proposal shall be provided subject to additional charges at VCG's then prevailing rates. For the avoidance of doubt this also includes charges for work which following investigation are found to be no fault of the system. Such no-fault finds will incur a minimum charge based on 1 hour in the case of remote support and 1 hour plus 1 hour travelling in the case of a Site visit.

3.2 Exclusions to Support Servicesincludebutarenotlimitedto:

3.2.1 the investigationandcorrectionoffaultsinthesystemwhichresultfrom the Customeroritsagents,employees,contractorsorsub-contractors misuse, accidents(includingpowersurges),modificationsorattachment of devicesperformedbytheCustomerorathirdparty,useofincorrect Consumables,failuretomaintainaproperoperatingenvironment, damagecausedbythetransportationormovementofthesystembythe Customer or a third party or any cause exceptnormal use;

3.2.2 theprovisionofConsumableitemsorothersuchitemswhoseserviceable livesaredefinedbytheoriginalmanufacturerbyreferencetovolumeor usageandwhichhaveexceededtheirserviceablelivesincludingbutnot limitedtoplatens,ribbons,tapes,desks,batteries,printerheads,laser printer toner anddrum kits;

3.2.3 faultsasaresultofmodificationstotheEquipmentorCustomer Equipment that have beenmade without prior approvalby VCG;

3.2.4 faults asaresultoftheEquipmentbeingusedoutsidethemanufacturer's specifications;

3.2.5 the provisionsofSupportServicesoutsidetheCoverPeriod;

3.2.6 travelling timeandlabourchargeswheretheCustomerplacesafaultcall but no failurecanbefoundandtheCustomerisunabletodemonstrate or provide evidenceofafailure;

3.2.7 consultancy,sitepreparation,audit,PCintegration,networkdesign, cabling,removals,systemsrelocation,installationandothersimilar servicesrequestedby the Customer; and

3.2.8 testingthecompatibilitybetweenthesystemandanydevicenotsupplied byVCG and the supply of any modificationsto the systems.

4 **CHARGES**

4.1 The ChargespayablebytheCustomerfortheSupportServicesaresubjectto adjustment in accordance withparagraph4.2 below.

4.2 If the scopeoftheSupportServicesischanged,theChargesmaybeadjusted which shallbeagreedbetweenthepartiespriortosuchadjustment.Such adjusted Chargeswillbepro-ratedfromthedateofthechangetotheendof the then currentContractTermandwillbecomedueonthedateofchange.

5 **VERSION CONTROL**

5.1 This Version of this SupplySchedulewaslastupdatedon12August2024.

SCHEDULE 5

MANAGED SECURITY SERVICES

1. DEFINITIONS Unless otherwise defined herein, capitalised terms in this Supply Schedule shall have the meaning given to them in the Master Services Agreement or the Contract, as applicable. The following definitions shall apply to this Supply Schedule:

"Documentation"	means the Managed Security Services documentation which is made generally available to the Customer by Foresite;
"Foresite"	means Foresite Limited (CRN: 08722484);
"Licenced Materials"	means the Managed Security Services and the Documentation;
"Partner Agreement"	means the partner agreement between VCG and Foresite relating to the reselling by VCG of the Managed Security Services.

2. MANAGED SECURITY SERVICES Subject to the Customer's compliance with paragraph 2.2, VCG grants to the Customer a non-exclusive, non-transferable licence to use the Managed Security Services in accordance with the terms of the Master Services Agreement and this Supply Schedule for the period set out in the Proposal.

2.2. The Customer shall:

2.2.1. use the Licenced Materials strictly in accordance with the terms of the Documentation and for its internal business purposes only;

2.2.2. not reverse engineer, decompile, translate or disassemble any portion of any of the Licensed Materials or otherwise discover or duplicate any content, data, technology, routines, computer software, algorithms, methods or underlying ideas or design or user interface techniques included in any of the Licensed Materials;

2.2.3. not remove or permit to be removed from any Licensed Materials any proprietary, confidential, or copyright notices, markings, or legends; and

2.2.4. not copy the Licensed Materials or any related information except for archival purposes.

2.3. The Customer acknowledges and agrees that Foresite may reject the Customer's request to use the Licenced Materials, in which case VCG shall not be held responsible or liable to the Customer in any way for any loss or other costs suffered or incurred by the Customer as a result of Foresite's rejection.

2.4. The Customer acknowledges and agrees that Foresite has the right in its sole and exclusive discretion to discontinue at any time the offering of Managed Security Services, to make improvements to the Managed Security Services and to materially change the design of the Managed Security Services. VCG will use its reasonable endeavours to provide the Customer with reasonable advance notice of the implementation of any such discontinuance, improvements or changes in design provided VCG has received such information from Foresite. VCG shall not be liable to the Customer for any losses or costs incurred by the Customer as a result of any action taken by Foresite pursuant to this paragraph 2.4.

3. WARRANTIES AND LIABILITY

3.1. Notwithstanding any other terms of this Supply Schedule or the Master Services Agreement, to the maximum extent permitted by Applicable Law, all Licensed Materials are provided on an "AS IS" basis, and VCG expressly disclaims any and all warranties, express or implied, including, without limitation:

3.1.1. any and all implied warranties of merchantability, fitness for a particular purpose, and non-infringement;

3.1.2. any warranty regarding results obtainable or to be obtained by the Customer as a result of provision or use of the Licensed Materials;

3.1.3. any warranty of uninterrupted, timely, or error-free operation of any Licensed Materials; and

3.1.4. any warranty or covenant that any of the Documentation is accurate, complete, comprehensive, or suitable under every or any particular circumstance that may occur.

3.2. Without limiting in any way the generality of paragraph 3.1, no functional or other specifications for any of the Managed Security Services shall be deemed a representation or warranty that such Managed Security Services meets such specifications or functions or performs as such specifications provide, describe or suggest, and VCG does not represent, warrant, or covenant that any of the Documentation is accurate, complete, comprehensive, or suitable under every or any particular circumstance that may occur. No oral or written information or advice given by VCG or any other entity or person shall create any additional representation or warranty by VCG and the Customer may rely on any such information or advice.

4. INTELLECTUAL PROPERTY RIGHTS

4.1. The Customer acknowledges and agrees that, subject to the rights granted to it under this Supply Schedule, it will not acquire (neither will it assert that it has acquired) any right, title or interest of any kind in or to any of Foresite's Intellectual Property Rights.

4.2. The Customer shall not incorporate into any material, notes, records, drawings, designs, inventions, improvements, developments, concepts, discoveries, trade secrets or other proprietary information owned by the Customer or in which the Customer has an interest, any of Foresite's Intellectual Property Rights.

4.3. Foresite shall exclusively own all right, title and interest in and to the Licensed Materials including all material, notes, records, drawings, designs, inventions, improvements, developments, discoveries and trade secrets conceived, made or discovered by the Customer, solely or in collaboration with others, which relate in any manner to any Licensed Materials (collectively, "**Inventions**").

4.4. The Customer hereby automatically and irrevocably assigns to Foresite or its nominees/designees all right, title and interest in and to all Licenced Materials, including all Intellectual Property Rights therein, and including all Inventions.

4.5. The Customer will, and will cause all of its personnel to, both during and after the term of the Contract, execute all such documents and do all acts as VCG or Foresite may reasonably request so that all right, title and interest in and to the Licenced Materials and the Inventions vest in Foresite or its designees/nominees (as Foresite directs). Furthermore, at Foresite's request, the Customer agrees to assist Foresite, or its designees/nominees, at Foresite's expense, in every proper way to secure such rights in the Licenced Materials and the Inventions and any Intellectual Property Rights relating thereto in any and all countries, including the disclosure to Foresite of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which Foresite shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to Foresite, its successors, assigns and designees/nominees the sole and exclusive rights, title and interest in and to such Licenced Materials and Inventions, and any Intellectual Property Rights relating thereto. The Customer further agrees that the Customer's obligation to execute or cause to be executed, when it is in the Customer's power to do so, any such instrument or papers, shall continue after the termination/expiration of the Contract.

4.6. The Customer, for itself and its successor and assigns, agrees not to (and agrees to cause its affiliates not to), without Foresite's prior written consent thereto (which may be withheld in Foresite's sole discretion), prosecute or pursue or assist in the prosecution or pursuit of any Infringement Claim (as such term is defined below). Notwithstanding the foregoing, neither the Customer nor any of its affiliates shall be prohibited by this paragraph 4.6 from assisting Foresite or any of its affiliates in the prosecution or pursuit of any Infringement Claim. Neither the Customer nor any of its affiliates shall prosecute, pursue or assist in the prosecution or pursuit of, any Infringement Claim. As used herein, "I**nfringement Claim**" means any claim, action or cause of action against any third party which results from, arises out of or relates to the infringement or misappropriation of any patents, copyrights or other Intellectual Property Rights pertaining to any of the Licensed Materials (by whomever created).

4.7. The Customer will promptly notify VCG of any information that comes to its attention regarding any actual, potential or attempted Infringement Claim. The Customer shall provide reasonable cooperation to Foresite in connection with any Infringement Claim.

5. INDEMNITY

5.1. The Customer shall indemnify, defend and hold harmless VCG against, without limitation, all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by VCG arising out of, or in connection with any and all third party claims to the extent they result from or arise out of:

5.1.1. the use by the Customer of any Licensed Material in any manner other than as expressly authorised by this Supply Schedule;

5.1.2. infringement or misappropriation of any third party Intellectual Property Rights as a consequence of the Customer's activities;

5.1.3. any development, sales, licensing, marketing, promotional, distribution, support or servicing activities engaged in by or on behalf of the Customer, or the operation of the Customer's business;

5.1.4. any third party products or services sold or licensed in connection with the license of the Licensed Material;

5.1.5. the distribution or use by the Customer of any third party software;

5.1.6. any breach of any of the provisions of this Supply Schedule by the Customer or Customer's personnel; and/or

5.1.7. any act or omission attributable to the Customer which is not otherwise covered or does not fall within any of the preceding clauses 5.1.1 through 5.1.7.

6. ASSIGNMENT

6.1. VCG may, without the prior written consent of the Customer, assign the benefit of this Supply Schedule to Foresite upon expiry or termination of the Partner Agreement or the Master Services Agreement.

7. VERSION CONTROL

7.1. This Version of this Supply Schedule was last updated on 23 April 2024.

SCHEDULE 6

CALLS & LINES TELEPHONY SERVICES

1. DEFINITIONS Unless otherwise defined herein, capitalised terms in this Supply

1.1. Schedule shall have the meaning given to them in the Master Services Agreement or the Contract, as applicable. The following definitions shall apply to this Supply Schedule:

"Act"	the Telecommunications Act 1984;
"BT"	British Telecommunications Plc;
"Calls & Lines"	the indirect service through the transfer of the Customer's telephone or data line and the automated diversion of calls to VCG's Designated Carrier Network;
"CPS"	carrier pre-select; the routing of calls through VCG's Designated Carrier Network;
"Designated Carrier Network"	the electronic communications systems run or procured by VCG for the purpose of providing the Telephony Services;
"Early Termination Fee"	the amount determined in its discretion by VCG and notified to the Customer following early termination, not exceeding (a) the Rental for the balance of the Minimum Period that remains outstanding or (b) if no Rental is payable, a sum equal to the arithmetic average of the Customer's monthly invoices prior to termination and based upon the last three full calendar months' invoices, multiplied by the complete calendar months left in the Minimum Period after the date of termination (but including the month in which the date of termination falls);
"Exchange Line"	apparatus forming part of the System used by VCG to connect the Site to a telephone exchange to provide the Telephony Services;
"Minimum Period"	twelve months (or such longer period as is referred to in the Proposal) from the date that the Telephony Services are first provided. If the Telephony Services are provided in discrete elements (such as separate Exchange Lines or separate Sites) then each discrete element shall have its own Minimum Period;
"Rental"	the monthly fee (including line rental, support cover and other rental) payable by the Customer for the Telephony Services, as set out in the Proposal or otherwise notified by VCG;
"Service Commencement Date"	in respect of a Site, the date on which calls made from the Site can be routed over VCG's Designated Carrier Network;
"System"	the electronic communications network that the Designated Carrier Network uses;
"Telephony Services"	CPS and/or Calls & Lines, as applicable.

2. TELEPHONY SERVICES

2.1. VCG will make reasonable efforts to provide the Telephony Services in a reliable manner and in accordance with good industry practice but the Telephony Services cannot be guaranteed to be fault free.

2.2. The Customer must notify VCG as soon as it becomes aware of any fault in the Telephony Services and, subject to receiving that notice, VCG will endeavour to correct any fault as soon as reasonably practicable. If VCG does anything to attempt to resolve a fault in the Telephony Services, but it is subsequently discovered that the fault is or was not caused directly by VCG's Designated Carrier Network, the Customer shall pay VCG for work done by VCG in that respect on a time and materials basis at VCG's current rates from time to time.

2.3. In the event that VCG supplies telephone numbers or CLI Presentation to the Customer as part of the Supplies, the following shall apply:

2.3.1. OFCOM and/or the Carrier each have the power to withdraw an allocation of telephone numbers and therefore any telephone numbers offered to the Customer under the Contract cannot be guaranteed as being available. VCG shall not be liable for any costs incurred by the Customer in relation to any such telephone number (including without limitation, in the advertising of such telephone number) which is withdrawn by OFCOM and/or the Carrier (save where and to the extent that such withdrawal is due to the negligence of VCG);

2.3.2. without prejudice to any rights the Customer may have to port a number allocated it, the Customer acknowledges it does not own or have any right to sell any number provided to it by VCG. Where the Customer has a number from a national numbering plan, the Charges for porting such number shall be as set out in the Proposal;

2.3.3. the Customer, in using the CLI Presentation service, hereby consents to allow VCG or any third-party VCG to present out a number that is different to that of the Customer's underlying CLI;

2.3.4. the Customer hereby authorises VCG to change the presentation number as and when required; and

2.3.5. the Customer acknowledges and agrees that the presentation number is owned by the Customer and neither the Customer nor any third-party VCGs need any other permissions to present the presentation number and where the presentation number is owned elsewhere, the Customer warrants, represents and undertakes that it has permission to use the presentation number.

2.4. Where VCG provides telephone numbers to the Customer as part of the Supplies, the Customer shall use such telephone numbers in accordance with Applicable Laws. VCG shall have the right to reallocate telephone numbers allocated to the Customer under a Contract if those telephone numbers are not used for a period of six (6) consecutive weeks following prior written notification by VCG (including by e-mail).

3. CHANGES TO DESIGNATED CARRIER NETWORK

3.1. VCG may at any time change VCG's Designated Carrier Network:

3.1.1. if it needs to do so to comply with any Applicable Law including (without limitation) any applicable safety requirements; or

3.1.2. where the change does not materially detract from the quality or performance of the Telephony Services.

4. COMPLIANCE WITH LAWS AND OBLIGATIONS

4.1. The Customer shall comply with any licence under the Act which is applicable to the Customer.

4.2. The Customer must obtain any relevant consents and approvals for the installation and use of any Equipment at the Site.

4.3. VCG will have no liability under this Agreement for failure to comply with its obligations in any case where the Customer does not comply with any such relevant laws or obligations or does not obtain such consents or approvals.

5. USE OF TELEPHONY SERVICES

5.1. The Customer shall not use the facilities provided to the Customer through the provision of the Telephony Services other than in accordance with any operating instructions VCG may provide from time to time.

5.2. The Customer shall ensure that the Telephony Services are not used for the sending of any defamatory, offensive, abusive, obscene or menacing material or in a manner which infringes the rights of any person (including rights of copyright or confidentiality) and the Customer will fully and effectually indemnify VCG from and against any and all liabilities, cost, expense, damage, claim or proceedings which may be made or brought against or suffered or incurred by VCG in connection with any such use.

6. SUSPENSION OF TELEPHONY SERVICES

6.1. VCG may, without terminating the Telephony Services, immediately suspend the provision of part or all of the Telephony Services until further notice if:

6.1.1. VCG would be permitted to terminate the Contract;

6.1.2. VCG needs to do so in order to comply with an order, instruction or request of Government, an emergency services organisation, or other competent administrative authority. VCG will give the Customer as much notice as is reasonably practicable in the circumstances if it needs to suspend the Telephony Services for this reason; or

6.1.3. VCG considers in its absolute discretion that it reasonably needs to repair, maintain or improve the Designated Carrier Network or the Telephony Services at the Site. VCG will give the Customer as much notice as is reasonably practicable in the circumstances if it needs to suspend the Telephony Services for this reason.

6.2. If VCG suspends the Telephony Services under paragraph 6.1.2 or paragraph 6.1.3, it will use reasonable endeavours to only do so for as short a period as is reasonably practicable in the circumstances.

6.3. If VCG suspends the Telephony Services due to any event in paragraph 6.1, this will not preclude it from terminating the Telephony Services later in respect of that or any other event, nor will it prevent VCG from claiming damages from the Customer.

6.4. The Customer acknowledges that BT may take action or fail to take action which may result in disruption in the Telephony Services and VCG shall not be held liable for such disruption.

7. CHARGES The Customer acknowledges that the Charges for Telephony Services

7.1. have been based upon the Customer taking Calls & Lines and CPS from VCG in respect of the relevant Exchange Line. If Calls & Lines on any relevant Exchange Lines ceases to be provided, VCG shall be entitled to amend its Charges to its then standard charges for CPS as a stand-alone service. If CPS on any relevant Exchange Line ceases to be provided, the Telephony Services shall terminate forthwith, without prejudice to VCG's rights in respect of the Early Termination Fee.

7.2. VCG reserves the right to charge the Customer the Early Termination Fee if the Telephony Services are terminated for any reason during the Minimum Term.

8. TERMINATION

8.1. Without prejudice to any other rights or remedies VCG may have (either under the Contract or at law), VCG may terminate Telephony Services (and the relevant Contract, as applicable) at any Site immediately by serving written notice on the Customer if the Customer's telecommunications licence under which the Customer has the right to run its telecommunications system is revoked or amended (and not replaced by an equivalent licence or right) so that VCG is not permitted by law to provide the Telephony Services.

9. VERSION CONTROL

9.1. This Version of this Supply Schedule was last updated on 23 April 2024.

SCHEDULE 7

VOICE OVER IP SERVICES AND IP TELEPHONY SERVICES

1. DEFINITIONS Unless otherwise defined herein, capitalised terms in this Supply

1.1. Schedule shall have the meaning given to them in the Master Services Agreement or the Contract, as applicable. The following definitions shall apply to this Supply Schedule:

"Emergency Calls"	a call to 999 or 112 or any other number associated with United Kingdom emergency services;
"IP"	internet protocol;
"IP Access Circuit"	an IP circuit used to carry IP traffic;
"Landline"	a traditional phone line, PTSN fixed line, or similar infrastructure;
"VOIP"	voice over internet protocol.

2. VOIP SERVICES

2.1. In the event that VCG supplies VOIP Services as part of the Supplies to the Customer, the following shall apply:

2.1.1. Whilst VCG will use its reasonable endeavours to provide the VOIP Services as set out in the Proposal, VCG shall have no liability for the standard of quality or performance of VOIP Services and VCG draws the following features of VOIP to the Customer's attention:

2.1.1.1. VOIP may not offer all the features, quality or resilience the Customer may expect from a Landline;

2.1.1.2. VOIP may sometimes be limited, unavailable or disrupted due to the events beyond VCG's control e.g. power disruptions, failures or the quality of any connection;

2.1.1.3. wherever possible, arrangements should be made by the Customer to maintain a Landline as an alternative to VOIP;

2.1.1.4. the quality of a call made via VOIP is more akin to that experienced when making a call from a mobile network service to another mobile network service and this means that it is typically less than the quality experienced on a Landline;

2.1.1.5. if the Customer uses VOIP to make Emergency Calls, the location information received by emergency services will be limited to the installation address of the Site, which may not be the location from which the call originated, and as such the Customer may be required to provide information about the Customer's location to the emergency services to allow them to respond;

2.1.1.6. Emergency Calls made using VOIP may fail if there is a power failure or connection failure;

2.1.1.7. the ability for the Customer to make Emergency Calls cannot be guaranteed;

2.1.1.8. VOIP originated Emergency Calls will not receive the same network priority at all points on the network as that which an Emergency Call made on a mobile network or on a Landline will receive; and

2.1.1.9. Customer Equipment used to access VOIP requires mains power to make Emergency Calls.

2.2. The Customer acknowledges and agrees that the following items may be required at the Site before VOIP Services can be installed:

2.2.1. IP phones or soft phones; and/or

2.2.2. IP Access Circuit and any corresponding data hardware including but not limited to routers and port switches.

2.3. The Customer shall provide to VCG (and update VCG in the event of any change in such details), the following records:

2.3.1. a telephone number that may be used to call the Customer;

2.3.2. the Customer's Site address including post code; and

2.3.3. where the Customer has nomadic applications that use more than one network termination point or equivalent, the address where the number is normally used.

3. VERSIONCONTROL

3.1. This Version of this Supply Schedule waslast updated on 12 August 2024.

SCHEDULE 8

HOSTING SERVICES

1. DEFINITIONS Unless otherwise defined herein, capitalised terms in this Supply

1.1. Schedule shall have the meaning given to them in the Master Services Agreement or the Contract, as applicable. The following definitions shall apply to this Supply Schedule:

"Professional Services"	any non-standard professional consulting or support services provided by us;
"Service Levels"	the services levels as set out in the Proposal;
"Set-up Charges"	the set-up charges as set out in the Proposal;
"Supplemental Charges"	all charges payable by the Customer in respect of any Consultancy Services including without limitation fees for migrating servers, reconnection and reinstatement of service fees, managed backup overage fees, additional bandwidth fees, and any emergency service fees all of which shall be in accordance with VCG's then current prices and pricing policy if not agreed in writing in the Proposal.

2. HOSTING SERVICES

2.1. VCG will:

2.1.1. perform the Hosting Services in accordance with the Service Levels; and

2.1.2. provide the firewall protection set out in the Proposal but the Customer acknowledges and agrees that VCG shall not be liable to the Customer if there is any unauthorised access to the Customer's web solution, content or data through the use of the Hosting Services unless the access was caused by VCG's failure to perform its obligations under this Supply Schedule and that failure caused such unauthorised access.

2.2. VCG is constantly upgrading its data centre facilities and in order for the Customer to benefit from this, the Customer acknowledges and agrees that VCG may relocate the Customer's servers within VCG's data centres, make changes to the provision of the Hosting Services, URLs and the Customer's IP addresses and may establish new procedures for the use of the Hosting Services. In each case, VCG will give the Customer reasonable advance notice (including by e-mail) and use all reasonable endeavours to minimise the effect that such change will have on the Customer's use of the Hosting Services.

2.3. VCG will use all reasonable endeavours to provide the Hosting Services within the time scales set out in the Proposal but the Customer acknowledges and agrees that VCG shall have no liability for any failure to meet any time limits. Time is not of the essence in respect of the provision of the Hosting Services.

2.4. VCG may from time to time in its sole and absolute discretion:

2.4.1. change the specification of the Hosting Services provided that any change to the specification does not materially and substantially affect the performance of the Hosting Services; and

2.4.2. suspend the Hosting Services for repair, maintenance or improvement of the Hosting Services or for an emergency. VCG will use its reasonable endeavours to restore the Hosting Services as soon as reasonably practicable after any suspension.

2.5. Before undertaking any of the actions set out in paragraph 2.4 VCG will provide the Customer with reasonable notice (which save in the event of an emergency shall not be less than 24 hours) and VCG will use its reasonable endeavours to agree with the Customer when the Hosting Services will be suspended however the Customer accepts that this may not always be possible.

2.6. Each party agrees with the other that it shall not attempt to access the other party's or its third party supplier's source code or other confidential information.

3. CHARGES AND PAYMENT

3.1. On the Actual Commencement Date VCG will send the Customer an invoice for the Set-up Charges, as well as the Charges (which will be pro-rated for the partial first month from the Actual Commencement Date to the last day of the calendar month). After that, unless it is stated to the contrary in the Proposal, VCG will send the Customer an invoice monthly or quarterly in advance.

3.2. Where the Charges are payable monthly or quarterly in advance the Customer acknowledges and agrees that it is not entitled to a refund, either in part or in full, if VCG terminates the Contract during any such quarter period.

3.3. VCG will send the Customer an invoice for any Supplemental Charges either as soon as VCG have provided the corresponding Consultancy Services or at the end of that month.

4. CUSTOMER OBLIGATIONS The Customer shall provide and maintain the

4.1. Customer Equipment, software and communications lines, including any public lines required by the Customer to properly access the Customer's web solution, content or data. The Customer must maintain a telecommunications link for the Hosting Services which is of a capacity and quality suitable for the purpose.

4.2. All Internet use is subject to security vulnerabilities and the Customer acknowledges that a security breach could be disastrous for the Customer as well as for VCG. The Customer shall use at least reasonable security precautions in having regard to the Customer's business and the Hosting Services that the Customer is using. VCG will provide security for the Hosting Services as set out in the Proposal but the Customer acknowledges and agrees that it is responsible for security other than as provided by VCG.

4.3. The Hosting Services are provided subject to the Customers proper use of them and therefore, the Customer undertakes that its use of the Hosted Services will not be in breach of the AUP nor any other Applicable Laws.

4.4. The Customer acknowledges and agrees that VCG may suspend Hosting Services without telling the Customer and without liability (but where practicable, VCG will give the Customer reasonable prior notice) if:

4.4.1. the Hosting Services are being used in violation of the AUP;

4.4.2. the Customer does not cooperate with VCG's investigation of any suspected violation of the AUP;

4.4.3. there is an attack on the Customer's servers or other event for which VCG reasonably believes that the suspension of Hosting Services is necessary to protect the Customer, VCG's network or its other customers; or

4.4.4. if required by Applicable Law or as compelled by a law enforcement or government agency.

4.5. The Customer shall reimburse VCG in full for all liabilities, losses, costs and expenses incurred by VCG arising from any breach of the AUP or a breach of a third party's rights by the Customer or the Customer's customer's or user's content, data or equipment.

5. THIRD PARTY SERVICES

5.1. At the Customer's request and subject to the Customer agreeing to any applicable Third Party Terms, VCG may (in connection with the provision of Hosting Services) use or provide Third Party Products to the Customer and may provide product support for them.

5.2. Where Third Party Products are used or supplied, in connection with the provision of any Hosting Services, the Customer acknowledges and agrees that the provision of clause 10 (Third Party Products) of the MSA shall apply with respect to such Third Party Products.

6. VERSION CONTROL

6.1. This Version of this Supply Schedule was last updated on 23 April 2024.

SCHEDULE 9

CARRIER'S CONDITIONS OF USE

VCG's networks are based on connectivity provided through the Carrier. As such, the provision of Carrier Services is subject to the Carrier Conditions under which the Carrier operates and provides services to VCG, and shall include the following conditions as a minimum. Any additional Carrier terms may be provided to the Customer on request.

6 CARRIER SERVICES

6.1 Carrier will:

1.1.1 exercise reasonable skill and care of a competent telecommunications service provider in providing the Carrier Services. The service cannot be guaranteed to be fault free but Carrier shall provide the same quality of service as it provides time to time to its customers generally;

1.1.2 use its reasonable endeavours to provide the Carrier Services by the date agreed with but accept that all dates are estimates and the Carriers have no liability for any failure to meet any date;

1.1.3 grant a non-exclusive non-transferable right to use the Carrier Services for the sole purpose of enabling VCG to provide its service to one or more sites. The Carrier will only provide the Carrier Services to a site for whichever is the shortest of:

1.1.3.1 the duration of its contract with an end user for the service at that site; or

1.1.3.2 the duration of the end user's contract for the use of a Carrier provided analogue direct exchange line, which terminates on a Carrier public switched telephone network master socket forming part of the Carrier network;

1.1.3.3 the duration of this Contract.

1.1.4 comply with all laws and regulations enforceable at law relevant to the provision of the Carrier Services;

1.1.5 be free to carry out emergency or urgent maintenance to the network to ensure continuity of service provision. The Customer will be advised as soon as reasonably practicable of any such emergency or urgent maintenance, and where reasonably practicable prior to such works.

6.2 Subject always to paragraph 1.1.1 above occasionally Carrier may:

6.2.1 for operational reasons, change the technical specification of the Carrier Services upon giving not less than 28 days' notice, provided that any such changes do not have a materially adverse effect on the performance or provision of the Carrier Services;

6.2.2 give instructions which it believes are necessary for reasons of health, safety or quality of any other telecommunications services provided by Carrier to or any other customer; or

6.2.3 suspend the Carrier Services for operational reasons such as maintenance or service upgrades or because of an emergency,

6.2.4 but before doing any of these things, Carrier will, if it is possible, give as much notice as possible and whenever practicable will agree with when the service will be suspended.

6.2.5 upon given written notice and at its discretion suspend or vary the Carrier Services without compensation for any period during which:

6.2.5.1 Carrier is required to do so in order to avoid a breach of their authorisation under the Communications Act 2003, as amended from time to time;

6.2.5.2 Carrier is obliged or requested to comply with an order or instruction of, or a recommendation or request to take such action received from the Government Ofcom, ICSTS, an emergency services organisation or a competent administrative authority;

6.2.5.3 Carrier reasonably suspects or believes that the Customer is in breach of clause 1.3 below.

6.3 The Customer must not knowingly allow or permit any end user to use the Carrier Services:

6.3.1 in a way that does not comply with the terms of any legislation or any licence applicable to the Customer or end user (as appropriate) or that is in any way unlawful or fraudulent or, to the knowledge of the Customer, has any unlawful or fraudulent purpose or effect; or

6.3.2 in connection with the carrying out of a fraud or criminal offence against Carrier, or any other public telecommunications operator; or

6.3.3 to send, knowingly receive, upload, download, use or re-use material which is abusive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy or any other rights; or

6.3.4 in a way that in Carrier's reasonable opinion could materially affect the quality of any telecommunications service, including the Carrier Services, provided by Carrier.

6.4 The Customer will indemnify VCG and the Carrier, against any claims or legal proceedings, which are brought or threatened against VCG or the Carrier, by a third party, because the Customer is in breach of paragraph 1.3 above.

7 VERSION CONTROL

7.1 This Version of this Supply Schedule waslast updated on 23 April 2024.

SCHEDULE 10

MICROSOFT PRODUCTS AND CLOUD SERVICES

8. DEFINITIONS

8.1. Unless otherwise defined herein, capitalised terms in this Supply Schedule shall have the meaning given to them in the Master Services Agreement or the Contract, as applicable. The following definitions shall apply to this Supply Schedule:

"CSP"	means the Microsoft Cloud Solution Provider program.
"Microsoft"	means Microsoft Ireland Operations Limited and its group companies and affiliates (as applicable).
"Minimum Commitment"	means any minimum commitments (for instance in relation to usage or numbers of users) agreed between the Parties with respect to any MS Products purchased by the Customer under this Agreement.
"MS Customer Agreement"	means the applicable form(s) of customer agreement and/ or terms and conditions, which are published by Microsoft from time to time, and which govern the use of any MS Products, details of which (as at the date of this Supply Schedule) can be found at: https://www.microsoft.com/licensing/docs/customeragreement.
"MS Online Services"	means any Microsoft-hosted services to which the Customer subscribes pursuant to this Agreement.
"MS Products"	means any Microsoft products or services ordered by the Customer pursuant to this Agreement, including any MS Software or MS Online Services.
"MS Software"	means any Microsoft software licensed to the Customer pursuant to this Agreement.
"MS Distributor"	means any relevant Microsoft Distributor or Microsoft Direct Partner (Tier -1 CSP) from whom VCG may procure
"NCE"	means the Microsoft New Commerce Experience program.

9. SUPPLY OF MS PRODUCTS VCG agrees to supply (or procure the supply of)

9.1. any MS Products to the Customer in accordance with the provisions of the applicable Proposal and Contract and VCG shall provide related account management in connection with such MS Products (as required) including management of Customer licences and subscriptions and billing.

9.2. VCG reserves the right, at any time before delivery of any MS Products, to withdraw any discount and/or to revise any price quoted for them, if there is a change in the cost to VCG of supplying the MS Products whether by reason of exchange rate fluctuations, third party charges or otherwise. If a price is increased between the order being placed and delivery of the MS Product, VCG will inform the Customer as soon as possible and give the Customer the option of reconfirming the order at the new price or cancelling the order.

9.3. The Customer acknowledges and agrees that any MS Products are "Third Party Products" for the purposes of this Agreement and subject to all other terms set out herein concerning Third Party Products. However, notwithstanding the previous sentence, in the event of any conflict or inconsistency between the terms and conditions of this Supply Schedule and any other part of this Agreement, the terms and conditions of this Supply Schedule shall prevail with respect to any matter concerning the supply of MS Products specifically.

9.4. The Customer acknowledges that it is responsible for ensuring that the Customer's hardware, and operating software for such hardware is compatible with the MS Products and VCG gives no warranty in relation thereto unless expressly agreed otherwise in writing between the Parties under a Contract.

9.5. VCG may increase any fees related to MS Products in line with any increases imposed upon VCG by Microsoft and or any applicable MS Distributor, upon reasonable notice and/ or in line with the terms of the MS Customer Agreement.

10. MS CUSTOMER AGREEMENT

10.1. The Customer hereby acknowledges and agrees that any and all use of any MS Products shall be subject to the MS Customer Agreement (together with any other terms and conditions which Microsoft may stipulate or impose for the use any such MS Products). Accordingly, by placing an order for any MS Products, the Customer is agreeing to abide by and be bound by the MS Customer Agreement.

10.2. The Customer further understands and agrees that the MS Products are developed, provided and/ or hosted by Microsoft and that the MS Customer Agreement will govern the Customer's access to and use of any MS Products supplied and/ or provisioned under this Agreement. The applicable MS Customer Agreement formsaseparateandindependentagreementbetweenMicrosoft and the CustomerforthesupplybyMicrosoftoftheMSProducts.

10.3. The Customershalldefend,indemnifyandholdharmlessVCGagainstclaims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with theCustomer'suseofanyMSProductsinviolationorbreachoftheMS Customer Agreement (or any other termsstipulatedby Microsoftfor the use of any MSProducts).

10.4. VCG shallberesponsibleforprocuringandprovisioningMSProductsforthe Customer'susepursuanttoparagraph2.1above.However,saveasprovidedin that paragraphandnotwithstandinganythingtothecontrarystatedinthis Agreement, the Customer understands and agrees that Microsoft and not VCG is responsibleforprovidinganyapplicableMicrosoftProductsinaccordancewith and subject to the applicable MS Customer Agreement. Accordingly, VCG shall have no liability for any failure on the part of Microsoft to provide any MS ProductsinaccordancewithanyapplicableMSCustomerAgreement,orforany failure by Microsoft to comply with the applicable MS Customer Agreement (unless, and then only to the extent that, such failure was caused any default on thepartofVCG).TheCustomeragreesthatitonlyclaimsandsoleremedy in respectofanysuchmattershallbeagainstMicrosoftundertheapplicableMS Customer Agreement.

11. CUSTOMERINFORMATION

11.1. NotwithstandinganythingtocontrarycontainedelsewhereinthisAgreement, the CustomeragreesthatVCGmaydiscloseorsharerelevantCustomer information (including personal data and Confidential Information) with Microsoft and/ or any relevant Microsoft Distributor, to the extent that this is necessary for the purposes of discussing or disclosing the Customer's requirements for MS Products with/ to them, arranging for the supply and provisioning of MS Products to/ for the Customer, and/ or otherwise fulfilling any otherobligationsunderthisAgreementwithrespecttoMSProducts (including the support and maintenance thereof).

11.2. The Customerherebyconsentstosharinganddisclosureofrelevant Customer information forthepurposesdescribedinparagraph4.1above.VCGwillensure that Microsoftand/oranyrelevantMSDistributor(asappropriate)is/arebound by appropriateobligationsofconfidentialitywithrespecttosuchinformation.

12. AUTHORISATIONSANDADMINISTRATORPRIVILEGES

12.1. Where theCustomerplacesanyorderforanyMSProductswithVCG,the CustomerherebyauthorisesVCGtotakeallnecessarystepstoprocuresuchMS Products for the Customer, including by placing and agreeing corresponding orders withMicrosoftoranyapplicableMSDistributor.

12.2. The CustomershallallowtheVCG(oritsdesignatedsubcontractorsandthird parties), necessaryadministrativeaccessandprivilegestotheCustomer's relevant serversandnetworkingsystemsfromauseraccountdedicatedtoVCG, to the extentreasonablyrequiredbyVCGtoenableVCGtosupply,provision and manageanyMSProductsonbehalfoftheCustomer,orasotherwise reasonably required to enable VCG to perform its obligations under this Agreement.

12.3. Where a Microsoftcloudserviceissupplied,deployedorutilisedpursuanttothis Agreement (for instances Azure, Dynamics, Enterprise Mobility Suite or Office365) VCG will be assigned to the cloud subscription(s) as the Claiming Partner ofRecord(CPOR)and/orDigitalPartnerofRecord(DPOR)and/or Transacting Partner of Record (TPOR) and/or Partner Admin Link (PAL) (as applicable) and/or given Delegated Administration Privileges (DAP) and/or GranularDelegatedAdminPrivileges(GDAP)and/orAdminonBehalfof(AOBO) (as applicable)forthefulltermoftherelevantservices.Fortheavoidanceof doubt, in the event Microsoft adds to, updates and/or replaces any of the foregoing designations, this paragraph 5.3 will apply to any such added, updated and/or replaced designationsfrom time to time.

12.4. In respectofanyMicrosoftfundedservices(ifapplicable),theCustomeragrees to signanddelivertheMicrosoftProofofExecution("POE")withinseven(7) days of the date of issue by Microsoft.Inthe event that the Customer does not return the POE within the seven (7) days' notice period, the Supplier may be entitled to charge the Customer the amounts directly and the Customer shall followthe payment termsin thisAgreement.

13. NCESUBSCRIPTIONS

13.1. ThisSection6shallapplywherethecustomerpurchasesanysubscriptionsto use MS Products pursuant to the NCE Program ("**Subscriptions**").

13.2. Once an order for any Subscriptions has been accepted by VCG, Subscriptionsshall (unless terminated earlier as permittedunder the applicable Contract or in accordance with this Agreement) continue for the applicable duration (e.g. monthly, yearly or multi-year) (the "**Subscription Term**") and shallbe subjectto any applicable Minimum Commitment.

13.3. Forannualormulti-yearfixedSubscriptionTerms,adjustmentsmayonlybe made during the Subscription Term to increase the Minimum Commitment and notto decrease them below any currentMinimum Commitmentprovisioned.

13.4. ForallSubscriptionstheapplicableContractshallspecifyifsuchSubscriptions are to be billed on a monthly or annual basis. Any subsequent adjustments to

annual Subscriptions (e.g. adding users) made mid-billing cycle will be invoiced and paid at the time of placing the order. Any subsequent adjustments to monthly Subscriptions (e.g. adding users) made mid-billing cycle will be calculated and post-billed at the time of the subsequent invoice.

13.5. Without prejudice to paragraph 2.5 above, VCG may increase any fees related to the Subscriptions in line with any increases imposed upon VCG by Microsoft or any applicable MS Distributor. For the avoidance of doubt: (i) the prices for MS Products may change without notice; and (ii) VCG will not be required to provide any prior notice before the effectiveness of a decrease or increase in MS Product fees that relates to a currency fluctuation event.

13.6. Where the Customer has procured Subscriptions or MS Products pursuant to this Agreement, the Customer may only cancel the applicable order in line with any cancellation terms specifically permitted or set out by Microsoft and if the Customer notifies VCG in writing within the relevant timeframes. The Customer acknowledges and accepts that any cancellation pursuant to this paragraph will only be accepted if submitted VCG within Microsoft's designated cancellation period for the applicable Subscriptions of the MS Product and if it is approved by Microsoft and/or any relevant MS Distributor (if applicable) and is in accordance with any other requirements of Microsoft and/or any MS Distributor (if applicable) at the time of cancellation. If cancellation is approved by Microsoft and/or any applicable MS Distributor, then the order will be cancelled. Depending on the Subscription or MS Product being cancelled, if and to the extent any credit of the purchase price (in full or pro-rata) is issued by Microsoft or any MS Distributor (if applicable) to VCG, on receipt of the same, VCG will pass on any such credit to the Customer less any Microsoft and/or MS Distributor handling fee as a proportion of the value of any order submitted and approved after the designated period for the relevant Subscription of MS Product. VCG shall not be liable to the Customer if Microsoft and/or any applicable MS Distributor do not issue a credit.

13.7. Unless expressly stated otherwise in the applicable Contract, fixed term Subscriptions for MS Products will automatically renew at the end of the applicable Subscription Term for a term equal to the initial (or previous) Subscription Term, unless the Customer gives at least thirty (30) days' prior written notice in the case of monthly Subscriptions, or ninety (90) days' prior written notice in the case of annual or multi-year Subscription Terms, of non-renewal. Such notice to expire at the next renewal date.

13.8. Subject to paragraph 6.9 below, the Customer's perpetual licences for MS products, as well as licences of MS Products granted on a subscription basis, will continue for the duration of the applicable subscription period(s) set out in the relevant Contract, notwithstanding earlier termination of the Agreement generally. Unless otherwise specified in the applicable the Contract, the Customer shall remain liable for any and all payments due in respect of the licences until the end of the respective Subscription Term/ period.

13.9. VCG may terminate any Subscriptions immediately on giving written notice to the Customer if: (i) payment of any amount due from the Customer in respect of the Subscriptions is overdue by ten (10) Business Days or more provided that VCG has given the Customer ten (10) days' written notice of such failure to pay; (ii) upon termination by Microsoft or any applicable MS Distributor of the Subscriptions or licence(s); and/or (iii) in accordance with the Customer Agreement.

14. INTELLECTUAL PROPERTY RIGHTS

14.1. All Intellectual Property Rights in any MS Products shall belong to Microsoft (or its licensors).

14.2. With respect to MS Product, the Customer acquires only such limited rights to use the MS Products as are explicitly described in the MS Customer Agreement. Any use by the Customer of these rights beyond the scope permitted by the MS Customer Agreement shall constitute a material breach of this Agreement.

14.3. For the avoidance of doubt, VCG (as opposed to Microsoft) does not give any warranty, guarantee, assurance that MS Products do not infringe the Intellectual Property Rights of any third party and VCG shall have no liability to the Customer in respect of any such claims. The Customer agrees that the only warranties and assurances in respect of any such claims are those provided by Microsoft under the MS Customer Agreement.

15. VERSION CONTROL

15.1. This Version of this Supply Schedule was last updated on 24 March 2025.