

PC-as-a-Service

Terms & Conditions

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PC-as-a-Service Terms of Service

1. DEFINITIONS.

- 1.1. "The Supplier" – as used herein, means Lanmark Limited.
- 1.2. "The Client" – as used herein, means any purchaser or user of any of the Supplier's products and/or services, including but not limited to, contractors, dealers, end users and original equipment manufacturers.
- 1.3. "Equipment Under Agreement (EUA)" – means any hardware and software, excluding any software offered as a service, as specified in any schedule, purchase order or otherwise, regardless of whether such Products are purchased, leased, or subscribed to.
- 1.4. "PC-as-a-Service" or "PCaaS" – as used herein, means Loaned Equipment and software made available as a service to the Client by the Supplier, where no perpetual license is granted.
- 1.5. "Software as a Service" or "SaaS" – as used herein, means hosted software made available as a service to the Client by the Supplier, where no perpetual license is granted.
- 1.6. "Services" – as used herein, means the work provided by the Supplier or its subcontractors that may include up-front services and ongoing services as defined below, regardless of whether such Services are purchased, leased or subscribed to.
- 1.7. "Up-Front Services" – as used herein, means the Services provided initially that are necessary to achieve first productive use, including but not limited to, site survey, project management, installation, configuration and training.
- 1.8. "Ongoing Services" – as used herein, means the Services provided subsequent to Up-Front Services, including but not limited to, IT Support, Internet connectivity, cellular data connectivity, hosting, Cloud services, monitoring, optimization, repairs, reporting and software maintenance.
- 1.9. "Software Maintenance" – as used herein, means access to the Client care centre, all defect fixes and Software updates.
- 1.10. "Order" – as used herein, means any written document, signed by the Client, to purchase Products and/or Services from the Supplier.
- 1.11. "First Productive Use" – As used herein, means the point at which Services are handed over by the Supplier and are available to the Client.
- 1.12. "Final Settlement Amount" – means the calculated buy back amount of all EUA provided by The Supplier. Final Settlement Amount calculations:

End of the Agreement:		15% of Total EUA value at start of agreement
During the Agreement:	First 90 Days	100% of Total EUA value at start of agreement
	Months 3 – 12	85% of Total EUA value at start of agreement
	Months 13 – 24	65% of Total EUA value at start of agreement
	Months 25 – 36	35% of Total EUA value at start of agreement

2. ACCEPTANCE OF TERMS.

These Terms are applicable to the provision of any and all Products and Services, provided by Lanmark Limited ("the Supplier") or its subcontracts to the Client (hereinafter referred to a "Party" and collectively as the "Parties"). These Terms are applicable to any Master Service Agreement ("MSA"), schedule, quote, proposal and/or any documents incorporated by reference herein ("Contract Documents"). These Terms and any Contract Documents are the complete and exclusive statement of agreement between the Client purchasing Products and/or Services and the Supplier, unless otherwise agreed to by the parties in a signed agreement. The Supplier expressly objects to and rejects any other terms and conditions, including any additional or conflicting terms and conditions the Client includes at any stage during the Order process, including but not limited to, quotes, purchase orders, invoices and/or any other documents submitted by the Client regarding an Order, unless otherwise set forth in the Contract Documents. The Client's acceptance of Products and/or Services will constitute its

acceptance of these Terms. The Supplier reserves the right to update these Terms and any document referenced herein at any time.

3. ORDERS.

A Party may request to amend an Order by requesting the change in writing and if such request results in an Order being changed, such change will be documented by the Supplier issuing a written document, which must be accepted and signed by the Client and may result in additional fees. All Orders are final and may not be cancelled, returned, or exchanged, except as provided herein.

4. PRICE, BILLING AND PAYMENT.

The Supplier reserves the right to change the pricing for any Product and/or Service at any time by providing written notice to the Client at least sixty (60) days prior to the change, unless otherwise stated in the Contract Documents.

- 4.1. If applicable, the fees for Software Maintenance will be calculated annually at fifteen-percent (15%) of the then current list price of the Software license(s).
- 4.2. Unless otherwise indicated by the Supplier, prices are exclusive of VAT and the Client agrees to pay all taxes or duties, except taxes based on the Supplier's income.
- 4.3. The Client's payment is due within (thirty) 30 days of the date of the Supplier's invoice, unless otherwise agreed to in writing by the Supplier; provided however, the Supplier may require payment in advance if in the Supplier's reasonable opinion, the Client's financial condition calls for pre-payment.
- 4.4. If the Client fails to make timely payments, has a receiving order in bankruptcy made against it, makes any arrangement with its creditors, or has a receiver appointed, the Supplier may, without prejudice to its other rights, demand immediate payment of all unpaid accounts, suspend further deliveries and/or cancel all Orders without liability. Payments are not subject to setoff or recoupment for any claim the Client may have.

5. PROVISION OF EQUIPMENT

5.1. LOANED EQUIPMENT

- 5.1.1. The Client agrees that the EUA utilised by the Client, in the execution of this service shall remain the property of the Supplier, and must be returned if requested. The Client further agrees to cease the use of any technology that remains the property of the Supplier upon termination of this agreement. If any EUA is stolen, is damaged and cannot be repaired under warranty or is destroyed, the client must continue to pay the monthly service fees as stated on the Agreement Order Form and payable to the end of this agreement including any Final Settlement Amount.
- 5.1.2. If the Client's data set becomes more than the EUA unit is capable of storing then the Supplier will notify the Client of any additional fees related to the Supplier providing a larger replacement EUA or additional EUA units. On agreement of additional fees by the Client, the Supplier will provide larger replacement EUA or additional EUA units within 20 working days. The Client agrees to provide access to the Client's premises for installation of new EUA within 5 working days of the Supplier's notification. Failure by the Client to give the Supplier access may result in storage failures and will be exempt from support and the Supplier's service under this schedule. Any new EUA devices will be subject to a new and individual Final Settlement Amount starting from the date of delivery.

5.2. TITLE

Title of the goods does not pass to the Client until payment of the 'Final Settle Amount' is received in full by the Supplier.

5.3. DELIVERY DATES

Unless expressly guaranteed by us in writing all delivery dates are subject to change without notice.

5.4. DELIVERY

Risks of loss, breakage and all damage and all other risks shall pass to the Client at the time the Products are handed over to the transportation company.

5.4.1. At the time of delivery, the Client must check that the quantity of Products matches the quantity set out on the proof of delivery ("POD") and that the exterior of the Products are in good condition. The Client must then indicate this on the POD and sign the POD accordingly. If an over or under shipment of the Products has occurred the Client must also notify the Supplier as soon as possible and in any event within five (5) working days of the delivery. The Client must not sign the POD "unchecked" or "unexamined" or any such similar wording.

5.4.2. A signed POD by or on behalf of the Client shall be conclusive evidence of delivery and (except to the extent that any damage or discrepancy is noted on the POD) that it was received in good order and condition and accordingly no claims shall be brought in respect of the delivery claiming the contrary.

5.4.3. The Client must inspect the Products immediately after delivery is complete. If any Products are damaged, incorrect or not delivered, the Client must notify the Supplier within five (5) working days of the delivery or expected delivery. For the avoidance of doubt, the Client is still required to notify the Supplier as set out in this clause 5.3.4 notwithstanding anything noted by the Client on the POD. If a POD is required, this must be requested within fourteen (14) days of the date of the invoice.

5.4.4. In the event of any Drop Ship delivery, the Client shall ensure that the End User complies with the Client's obligations set out above in clauses 5.4.2, 5.4.3, 5.4.4 and 5.4.6.

5.4.5. The Supplier may deliver the Products in instalments. Each instalment is treated as a separate delivery.

5.4.6. If the Client cannot accept delivery the Supplier may at its option: (a) store and insure the goods at the Client's expense and risk or (b) sell the goods at the best price reasonably obtainable and (after deducting reasonable storage insurance and selling costs) pay to the Client any excess over the sale price or charge the Client for any shortfall or (c) re-arrange delivery provided that the Supplier may charge the Client for the additional delivery costs incurred.

6. EUA

6.1. Firmware; The Supplier grants to the Client a non-transferable, non-sublicensable, non-exclusive, perpetual license to use firmware contained or embedded in the hardware Products ("Firmware") in object code only and only as necessary to operate the hardware Products in compliance with the documentation accompanying the Products.

- 6.2. License; To the extent EUA is provided by the Supplier to the Client, the Supplier grants to the Client a non-transferable, non-sublicensable, non-exclusive, perpetual license to use EUA in object code only for its internal purposes and business operations. EUA will remain the exclusive property of the Supplier or its licensors.
- 6.3. License Restrictions; The Client may not (a) reproduce EUA, or any component thereof or any documentation related thereto, (b) use the EUA for any unlawful purposes, (c) decompile, disassemble, compile or reverse engineer EUA, or otherwise attempt to gain access to the source code, or (d) use the EUA to develop any software application intended for resale which uses the EUA in whole or in part. The Client shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the EUA and shall notify the Supplier promptly of any unauthorized access. The Client will not use, duplicate or disclose any technical data or any information regarding EUA for any purpose. These rights are subject to any third party license underlying any component or application the EUA.
- 6.4. The Client Responsibility; The Client is solely responsible for all actions taken by the Client, its employees, agents and others accessing or using the EUA. The Client is solely responsible for all necessary software, hardware, Internet connection and network and all other equipment and services necessary to access and use the EUA.
- 6.5. The Client Responsibility; EUA Performance and Limited Warranty. The Supplier represents and warrants that the EUA will substantially conform in all material respects to and perform substantially in accordance with its documentation and these Terms and/or any Contract Documents for a period of one (1) year from the date the Order was placed, provided that: (i) the Client gives the Supplier written notice of any claimed breach of this warranty while this warranty is in effect; (ii) any such breach is not, in the Supplier's reasonable opinion, a result of any modification of or damage to the EUA or its operating environment by any party other than the Supplier or a party acting under the Supplier's control or direction; and (iii) the Client is in compliance with these Terms. For any breach of the foregoing warranty, the Client's sole and exclusive remedy shall be as follows: (a) the Supplier will endeavour to repair or replace the non-conforming EUA within thirty (30) days, or such longer period as the parties may mutually agree, such that the EUA conforms to the foregoing warranty; or (b) if the Supplier is unable to repair or replace the non-conforming EUA within such period such that the EUA conforms to the foregoing warranty, either party may terminate the EUA license (and all licenses granted hereunder), the Client shall return the non-conforming EUA and the Supplier shall refund the license fee paid hereunder less depreciation calculated on a five-year straight-line basis. The Supplier's warranty (including without limitation any extended warranty) applies solely to the EUA and its documentation as it existed at the time of installation and warranties covering any follow-on versions, all updates, or upgrades are subject to a further written agreement by the Parties.
- 6.6. Viruses and Disabling Codes; The Supplier represents and warrants that to the best of the Supplier's knowledge, the EUA shall not contain viruses, worms, or spyware (collectively, "Malicious Code"); provided, however, that, notwithstanding the foregoing, the Client acknowledges and agrees that the Supplier reserves the right to remotely prevent access to and/or use of the EUA in the event that (i) the Supplier becomes aware, from the Client or otherwise, of unauthorized access or use of the EUA by any third party, or (ii) the EUA license is terminated. Notwithstanding any provision of these Terms to the contrary, in no event shall the Supplier be in breach of the warranty set forth above if, at the time any Malicious Code was introduced into the EUA, the Supplier employed commercially-reasonable measures, consistent with the standards of the Supplier's industry, to detect such Malicious Code in order to prevent its introduction into the EUA.

6.7. Audit Rights; The Client shall, while using the Supplier's Products and Services and for one year thereafter, keep true and accurate accounts and records in sufficient detail to enable an audit of the manner and extent of the use, sublicensing, transfer, or other disposition of the licensed EUA, its derivatives, or any product or service based upon or incorporating or using all or portions of the EUA to confirm the Client's compliance with the Terms and/or any Contract Documents. At the reasonable request of the Supplier, but no more than once per year, unless there is a reasonable suspicion of a breach of these Terms and/or any Contract Documents, the Client shall allow the Supplier to inspect and audit such information and the Client facilities as is necessary to ensure the Client's compliance with these Terms.

7. HAZARDOUS MATERIALS.

The Client acknowledges that certain materials provided by the Supplier may be considered hazardous materials under various laws and regulations. The Client agrees to familiarize itself (without reliance on the Supplier, except as to the accuracy of special safety information furnished by the Supplier), with any hazards of such materials, their applications and the containers in which such materials are shipped and to inform and train its employees and the Clients to such hazards. The Client will hold the Supplier harmless against any claims by its agents, employees or the Clients relating to any such hazards, except to the extent such claims arise solely and directly from the Supplier's failure to meet its written specifications or the inaccuracy of safety information furnished by the Supplier.

8. WARRANTY.

The Supplier warrants its Products in accordance with its limited warranty. The Supplier warrants all Services will be performed in a professional and workmanlike manner in accordance with applicable industry standards, in the event that any Product fails to conform to the terms of the Supplier's warranty, the sole and exclusive remedy shall be limited to the return of the non-conforming Product to the Supplier for repair or replacement of the non-conforming components, as determined by the Supplier in its sole discretion. The cost of return shipping to the Supplier is the responsibility of the Client. All claims for non-conformance are returned to the Supplier. All claims for non-conformance or breach of warranty shall be deemed waived, unless the non-conforming components are returned to the Supplier within 30 days of discovery of the alleged non-conformance.

THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING OR PERFORMANCE, CUSTOM OR USAGE OF TRADE AND NON-INFRINGEMENT. IN ADDITION TO THE EXCLUSION OF AFOREMENTIONED WARRANTIES, SERVICES, ARE PROVIDED "AS IS" AND the Supplier DOES NOT WARRANT THE SERVICES WILL MEET THE CLIENT'S REQUIREMENTS, BE UNINTERRUPTED, OR BUG OR ERROR-FREE. No employee or agent of the Supplier, other than an officer of the Supplier by way of a signed writing, is authorized to make any warranty in addition to the foregoing. Extended warranties may be available upon request

9. LIMITATION OF LIABILITY.

IN NO EVENT WILL THE SUPPLIER BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER ASSERTED IN TORT, CONTRACT, WARRANTY, STATUTORY OR OTHER THEORY OF LIABILITY. THE SUPPLIER SHALL ALSO NOT BE LIABLE for any personal injury, wrongful death or property damages caused by or arising from any alleged defect, non-conformance, or failure of its systems to function, operate or perform, whether asserted in warranty, contract, tort or other theory of liability.

IN ANY EVENT, THE SUPPLIER SHALL BE SOLEY LIABLE FOR ACTUAL DAMAGES CAUSED BY THE SUPPLIER'S BREACH AND THE SUPPLIER'S TOTAL LIABILITY HEREUNDER, REGARDLESS OF THE LEGAL THEORY, WILL NOT EXCEED THE AMOUNT PAID TO THE SUPPLIER PURSUANT TO THE RESPECTIVE ORDER FOR PRODUCTS AND SERVICES IN THE ONE YEAR IMMEDIATELY PRECEDING THE START OF

THE EVENT GIVING RISE TO THE CLAIM. IN NO EVENT WILL THE SUPPLIER BE REQUIRED TO INDEMNIFY THE CLIENT OR ANY OTHER PARTY. No action, regardless of form, arising out of or alleging either a breach of any warranty or a breach of any contractual term or legal duty by THE SUPPLIER may be brought more than one year after the cause of action accrues.

10. SUSPENSION.

Without waiving any other rights or remedies, the Supplier may suspend performance hereunder and/or under any Order or other contract if: (i) the Client fails to pay any invoice within sixty (60) days from the invoice date; (ii) the Supplier reasonably believes the Client's use of the Products or Services may violate any applicable law, rule or regulation, or infringes upon third party rights; or (iii) the Supplier is entitled to terminate for cause. Should this be put that a given law in the territory that it is being used? Thinking use of a devise abroad.

11. PROPRIETARY RIGHTS.

The Supplier and its licensors will retain all intellectual property rights to the EUA Products and Services, including without limitation, all designs, drawings, patterns, plans, specifications, technology, technical data and information, technical processes and business methods, whether patentable or not, arising from the provision of Products and/or Services to the Client, including the Supplier rendering engineering services to and designing systems and goods for the Client's use. The Client agrees not to enforce against the Supplier or the Supplier's the Clients any patent rights that include any system, process or business method utilizing or otherwise relating to the Products and/or Services.

12. RESALE.

The Client, by placing and Order and accepting these Terms, hereby expressly agrees, acknowledges, represents and warrants to the Supplier that the Client is purchasing the Products and Services for its own internal business use and not for resale and in the event the Client breaches the foregoing by selling the Products or Services that are the subject of the Order. Notwithstanding the foregoing, nothing in this Terms is intended to restrict a Client that is an authorised the Supplier dealer, contractor, or original equipment manufacturer from reselling, if such the Client is authorised to do so pursuant to the Supplier's acceptance of an Order.

13. COMPLIANCE WITH LAWS/ANTI-CORRUPTION.

The Client will fully comply with all applicable laws, rules and regulations, including without limitation, those of the United States and any and all other jurisdictions globally ("Laws") that apply to the Client's activities in connection with an Order. Specifically, the Client must comply with all Laws relating to anti-corruption, bribery, extortion, kickbacks, or other similar matters that are applicable to the Client's business activities in connection hereunder and/or with any Orders or the Contract Documents, including without limitation the U.S. Foreign Corrupt Practices Act and the UK Bribery Act. The Client will take no action that may cause the Client, the Supplier, or their affiliates to violate any Laws.

13.1. A. Products and Services will comply with applicable legal requirements in the UK. If they must comply with any additional legal requirements, such as a state or local municipality, or another country, the Client is solely responsible for identifying all such requirements to the Supplier in writing.

14. CONFIDENTIAL INFORMATION.

As used herein, "Confidential Information" means all information of a party ("Disclosing Party"), obtained by or disclosed to the other party ("Receiving Party") that by its nature would reasonably be considered as confidential or is identified as confidential by the Disclosing Party.

14.1. A. Confidential Information excludes information that: (a) is or becomes public knowledge through no fault of Receiving Party; (b) was in Receiving Party's possession before receipt from Disclosing Party; (c) is rightfully received by Receiving Party from a third party without any duty of confidentiality; or (d) is independently developed by Receiving Party without reference to or

use of Confidential Information.

14.2. B. Receiving Party Obligations: The Receiving Party agrees (i) not to use Confidential Information of Disclosing Party other than in furtherance of the Order; (ii) to hold Confidential Information of the Disclosing Party in confidence and to protect the Confidential Information using the same degree of care it uses to protect its own Confidential Information but in no event with less than reasonable care and to restrict disclosure of the Confidential Information to its employees and agents who have a "need to know"; and (iii) Confidential Information of Disclosing Party may be disclosed in response to a valid court order or other legal process only to the extent required by such order or process and only after the Receiving Party has given the Disclosing Party written notice of such court order or other legal process promptly, if allowed by law and the opportunity for the Disclosing Party to seek a protective order or confidential treatment of such Confidential Information. Upon Disclosing Party's request, Receiving Party will return Confidential Information to Disclosing Party or destroy the same if requested by Disclosing Party. Receiving Party agrees its breach of this section may cause irreparable damage and Disclosing Party may seek equitable remedies, in addition to other remedies hereunder or at law.

15. FORCE MAJUERE.

The Supplier will not be liable for damages of any kind resulting from any delays in performance, in whole or in part, or any loss, damage, cost or expense, including any loss or damage to the Product that may prevent the Supplier from performing any obligations hereunder, resulting from causes beyond its reasonable control, such as acts of God, fire, strikes, epidemics, embargos, acts of government war, riots, delays in transportation, difficulties in obtaining necessary labour, materials, manufacturing facilities or other similar causes ("Force Majeure Event"). In such event the Party delayed will promptly give notice to the other Party. In the event of a delay, the Parties, through mutual agreement, may: (a) extend the time for performance for the duration of the Force Majeure Event, or (b) cancel all or any part of the unperformed part of the Order if such Force Majeure Event exceeds sixty (60) days. If the Supplier's costs are increased as a result of such Force Majeure Event, the Supplier may increase pricing upon written notice to the Client.

16. GOVERNING LAW; VENUE; ACTIONS; SOLICITORS FEES.

The Order and these Terms will be governed by and construed in accordance with the laws of the England and Wales without regard to conflicts of laws provisions. The parties consent to the jurisdiction of England and Wales. The Client must commence all actions relating to an Order within one (1) year from the initial date of occurrence of the event giving rise to any claim or such claim will be forever barred. If the Supplier substantially prevails in any dispute, the Client will pay all reasonable costs incurred by the Supplier, including but not limited to collection costs, attorneys' fees and costs of legal action.

17. TECHNOLOGY REQUIREMENTS.

In instances where the Supplier is providing PCaaS or any ongoing services requiring remote access, the Supplier assumes the presence of and access to a Client-provided/managed Wi-Fi network for remote access to intersections and vehicles, unless a the Supplier-provided Wi-Fi and/or cellular data plan have/has been included amongst the listed services.

18. MISCELLANEOUS.

If any provision of these Terms to any extent is declared invalid or unenforceable, the remainder of these Terms will not be affected thereby and will continue to be valid and enforceable to the fullest extent permitted by law. Any modifications hereto must be in writing and signed by both parties. The Supplier's failure to strictly enforce any of these terms will not be considered a waiver of any of its rights hereunder. Neither Party will assign this these Terms nor any of its obligations hereunder

without the prior written consent of the other Party, except in the case of a reorganisation, merger, acquisition, or sale of substantially all its assets. These Terms will be binding on and inure to the benefit of each Party's successors and assigns. The termination or expiration of any Order and/or any the Contract Documents, will not affect the survival or continuing validity of any provision that expressly or by implication is intended to continue in force after such termination or expiration, including without limitation, sections 9, 11, 13, 14, 16 and 17 of these Terms.

19. SERVICES.

The Client is responsible for Up-Front Services and Ongoing Services, unless such services are included in the Order or a subsequent Order. Prices for Up-Front Services and Ongoing Services are charged at the then-prevailing rates, unless otherwise agreed to in writing in the Contract Documents. Services excludes integration of the Supplier's Products with third party products, unless otherwise agreed to in writing by the Supplier. The Client is responsible for any delays due to failure to comply with its portion of any applicable project plan related to Services.

- 19.1. Ongoing Services required due to the following are excluded and subject to an additional fee: (1) modification of Products or Services without the Supplier's written consent; (2) use of parts and/or supplies not approved by the Supplier for use with the Products or Services; (3) misconduct, accident, neglect or misuse; (4) failure of installation site to conform to the Supplier's applicable specifications; (5) failure or inadequacy of electric power, humidity or air control; (6) failure to follow operating procedures provided by the Supplier; (7) the Client's failure to ensure that the traffic infrastructure, including the traffic controller, is compatible with the Products; and (8) service or maintenance performed by an unauthorized representative of the Supplier.
- 19.2. The Supplier's performance of Ongoing Services at its expense, is contingent upon the Client: (1) exercising reasonable care in the operation of the Products; (2) operating the Product within the Supplier's published specifications; (3) maintaining the Product in conformance with the Supplier's maintenance standards; (4) properly maintaining the operating environment; and (5) providing necessary utility services for use of the Product in accordance with accompanying specifications.
- 19.3. The Client acknowledges that it is aware that in order to install Products and perform Services it may be necessary to drill holes and/or connect to a vehicle's electrical system and/or traffic cabinet's electrical system and agrees that the Supplier shall not be liable for any costs, expenses or damages arising from such work.

20. REPLACEMENT PARTS.

In performing PCaaS services, the Supplier reserves the right to use replacement parts that are new, refurbished or equivalent in performance to new parts, at no extra charge to the Client. Parts being replaced will be the property of the Supplier. The Client acknowledges certain parts may be subject to discontinuance by the manufacturer, in which event the Supplier's obligation will be limited to making reasonable efforts to replace such discontinued parts with an equivalent part.

21. DATA.

The Client warrants that it has sufficient rights, title and interests in and to all means of information, data and/or files the Client transmits or uploads to or stores on any environment, in connection with its use of the Products or Services ("the Client Data"). The Client will not transmit or upload any personally identifiable information and will be solely responsible for the security of such information. The Supplier may view, store, copy, delete or otherwise process any Client Data to provide the Products and/or Services to the Client and unless prohibited by law, the Supplier may also collect, analyse and otherwise use anonymized versions of the Client Data for its own business

purposes.

22. TERMINATION.

Either party may terminate the Services for cause immediately upon written notice if the other party is in material breach of these Terms, any schedules and/or Contract Documents and fails to cure within thirty (30) days of receipt of a written demand to cure, or if the other party (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership, (b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors or takes advantage of any law for the benefit of debtors, (c) ceases to conduct business for any reason on an ongoing basis, leaving no successor in interest or (d) if the Client is unable to appropriate funds in a given year and the Client agrees that it will not replace the Supplier's Products or Services with its own or a competitive Products or Services. Termination of any schedule, MSA or other Contract Document, will not relieve the Client from any accrued payment obligations.

The Client may terminate the Services and give in writing no less than 90 days' notice of their intention to cancel and terminate the service. The Client will be required to settle in full the balance up to the end of the agreement of the Net Total of Ongoing Services and in addition the Final Settlement Amount before termination of the agreement.

23. SUPPORT

The Supplier will provide helpdesk support during the Supplier's normal business hours, which are 8:00 am to 5:30 pm, Monday through Friday, excluding English public holidays.

24. FEES

24.1. Service Fees

The Service fees are not fixed and can fluctuate as additional changes or amendments are made under this agreement including (but not limited to) Changes to Services as set out in 25. Fees will not affect Agreement dates or length of Term unless both Supplier and Client agree.

24.2. End of Agreement Fees

The Supplier will notify the Client Ninety (90) days prior to the agreement end date with a Final Settlement Amount.

25. CHANGE REQUESTS TO SERVICES

25.1. Service Additions

The Client can request additions to Services including

25.1.1. PCaaS

25.1.2. SaaS

25.1.3. Ongoing Services

The Client agrees that additional Fees will be applied starting from date of delivery. Additional equipment provided under PCaaS will be added to the agreement EUA. Any equipment added during the agreement will be subject to a new and individual Final Settlement Amount starting from the date of delivery. For example, PCaaS equipment ordered and delivered in Month 25 of the current agreement will have a Final Settlement Amount set at Month 1-12.

25.2. Service Reductions

The Client can request to reduce Ongoing Services upon 30 days written notice up to a maximum of 20% of the total Ongoing Services value. For example, a Client reduces the total number of staff requiring IT support. The Supplier reserves the right to refuse a reduction if in the opinion of the Supplier Ongoing Services for other users will be affected by a reduction.

26. END OF AGREEMENT

The Supplier will notify the Client Ninety (90) days prior to the agreement end date with a calculated Final Settlement Amount. The Client has the following options: -

26.1. Keep existing EUA

The Client pays in full the Final Settlement Amount before the end of the agreement. Title for all EUA will pass immediately to the Client. The Supplier will provide costs to the Client for an IT support only agreement.

26.2. Replace EUA

The Client signs a new PCaaS agreement with the Supplier. The Supplier agrees to provide all EUA stated on the new PCaaS agreement within 20 workings days after the original agreement end date. The original agreement EUA returns to the Supplier.