PCX

Terms and Conditions of Supply

Managed IT services, cloud services, software subscriptions, support and hardware

These terms and conditions (the "Terms") govern the supply by PCX Ltd of managed IT services, cloud and software subscriptions, technical support, professional/project services, and any hardware or goods, to its business customers. Please read them carefully. By placing an order, signing an order form or service schedule, or by accepting or using the Services, the Customer accepts these Terms.

PCX Ltd is a company registered in England and Wales under company number 04692292, whose registered office is at 20 St. John Street, Bromsgrove, England, B61 8QY. Its VAT registration number is 394 6223 75. In these Terms "we", "us", "our" and "PCX" mean PCX Ltd, and "you", "your" and "the Customer" mean the person or entity that orders Services or Goods from us. A "Consumer" means an individual acting wholly or mainly outside their trade, business, craft or profession; a "Business Customer" is any other customer.

1. Definitions and interpretation

1.1 In these Terms the following definitions apply:

- "Services" means the managed IT services, cloud services, software subscriptions, support, monitoring, professional or project services and any other services described in an Order, Order Form, Service Schedule, proposal or Statement of Work agreed between us.
- "Goods" means any hardware, equipment, physical media or other goods we agree to supply to you.
- "Order" means your order for Services and/or Goods, however placed and accepted under clause 2.
- "Service Schedule" / "Statement of Work" means a document describing the specific scope, deliverables, service levels, term and charges for particular Services.
- "Third-Party Products" means software, subscriptions, licences, cloud platforms or services (for example Microsoft 365, Microsoft Azure, security and backup products) supplied or made available by a third party and resold, provisioned or managed by us on your behalf.
- "Third-Party Infrastructure" means any data centre, server, storage, virtualisation, network, connectivity or hosting platform owned or operated by a third party and used to deliver any Service, including any hosted server or hosted desktop (RDS) platform.
- "Data Protection Legislation" means the UK GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 and all other applicable laws relating to the processing of personal data, in each case as amended or replaced from time to time.
- "UK GDPR" has the meaning given in section 3(10) of the Data Protection Act 2018.
- "Charges" means the amounts payable by you for the Services and Goods.
- "Affected Service" means the individual Service that is unavailable or affected by an incident (for example, a hosted server), and does not include any other Service you take from us that was not itself unavailable.

1.2 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time, and includes all subordinate legislation made under it.

1.3 Headings do not affect interpretation. Words such as "including" and "in particular" are illustrative and do not limit the words before them.

2. Basis of contract

2.1 These Terms apply to the contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 An Order constitutes an offer by you to purchase Services and/or Goods on these Terms. A contract is formed only when we accept the Order, whether by written acceptance, by issuing an order confirmation or Service Schedule, or by beginning to provide the Services, whichever happens first.

2.3 We are not obliged to accept any Order. Orders and any changes to them must be confirmed in writing (which includes email).

2.4 Quotations are not offers and may be withdrawn or varied at any time before a contract is formed. Unless stated otherwise, a quotation is valid for 30 days from its date.

2.5 Where there is any conflict, an agreed Service Schedule or Statement of Work takes precedence over these Terms in respect of the Services it covers; otherwise these Terms prevail.

2.6 You are responsible for ensuring that the Services and Goods, and any specification you provide, are suitable for your requirements. Marketing and other promotional material is illustrative only and forms no part of the contract.

2.7 Consumers. Where you deal as a Consumer, nothing in these Terms affects your non-excludable statutory rights, including under the Consumer Rights Act 2015. Any provision that limits or excludes our liability applies to you only so far as the law permits for consumers, and any provision expressed to apply to Business Customers (for example the exclusion of set-off in clause 6.5) does not apply to you. If there is any conflict between these Terms and your statutory rights as a Consumer, your statutory rights prevail.

2.8 Consumer right to cancel. Where you are a Consumer and the contract is made at a distance (for example online or by telephone) or off our premises, you have the right to cancel within 14 days under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, subject to the exceptions in those Regulations. If you ask us to begin providing Services during the cancellation period, you may be charged a proportionate amount for what has been supplied up to the point you cancel, and the right to cancel is lost once the Services are fully performed with your prior agreement. The right to cancel does not apply to made-to-measure or clearly personalised Goods, to sealed goods unsealed after delivery where this is not appropriate for return, or to digital content supplied with your prior consent and acknowledgement that the right is thereby lost. Details of how to cancel will be provided with your order.

3. Supply of Services

3.1 We will provide the Services with reasonable care and skill and in accordance with any Service Schedule and applicable service levels.

3.2 We will use reasonable endeavours to meet any performance dates or service levels, but unless expressly agreed as a firm commitment, times are estimates only and are not of the essence.

3.3 We may make changes to the Services that are necessary to comply with applicable law or safety requirements, or that do not materially affect the nature or quality of the Services, and will notify you where reasonably practicable.

3.4 Support is provided during our standard support hours of 9:00am to 5:00pm, Monday to Friday (excluding English public holidays), unless different hours or service levels are stated in the applicable Service Schedule. Work that falls outside the agreed scope (including project work, out-of-hours work, and additional support) is chargeable at our then-current rates unless otherwise agreed in writing.

3.5 We may use subcontractors, suppliers and sub-processors (including cloud and delegated-administration arrangements) to provide the Services. We remain responsible for the Services provided on our behalf, save that we are not responsible for the availability, performance or failure of Third-Party Products or Third-Party Infrastructure, which are governed by clauses 4.2, 4.11 and 11.5.

3.6 Pay-as-you-go work. Where you do not hold a support or managed-services agreement with us, work is provided on a pay-as-you-go basis. For such work, response and resolution are provided on a best-endeavours basis only, with no fixed or guaranteed response or resolution times and no service levels. We may require you to accept a written quote, and/or to pay in advance, before we begin or complete the work, and any estimate may be revised if the work actually required differs from that anticipated. Any service levels or response targets referred to elsewhere in these Terms apply only to customers who hold a relevant support or managed-services agreement.

3.7 Onboarding and offboarding projects. Where you join us as a new customer, or where you leave us or transfer any Service to another provider, the work involved is treated as a project and is chargeable. Such projects cover the engineer and technical time required to take on, document, configure, transfer or hand over your systems, tenants, subscriptions, licensing and delegated administration arrangements, including assisting your incoming or outgoing IT provider with the transfer or migration of cloud based services. We will scope the project and provide you with a written quotation based on the work involved. The quotation must be accepted and paid in full in advance before any work commences. We are under no obligation to begin or continue any onboarding or offboarding work until payment has been received in cleared funds.

4. Cloud, hosting and Third-Party Products

4.1 Some Services rely on, or consist of the provision and management of, Third-Party Products. Your use of Third-Party Products is subject to the relevant supplier's own terms, licences, acceptable-use and subscription policies, which may change from time to time. Where required, you authorise us to accept those terms on your behalf when provisioning or managing the products for you.

4.2 Third-Party Products are provided "as is" to the extent permitted by the relevant supplier. We do not control, and are not responsible for, the availability, performance, functionality, pricing changes or discontinuation of Third-Party Products, save that we will provide the management Services with reasonable care and skill.

4.3 Where we manage your cloud tenants or environments under delegated administration (for example, delegated admin/partner arrangements), we will act in accordance with your instructions and the applicable Service Schedule. You remain the owner of, and are responsible for, your data and your tenant configuration except to the extent we have agreed to manage it.

4.4 Many Third-Party Products (including software subscriptions) renew automatically. Unless your Service Schedule states otherwise, subscription commitments and renewals reflect the term you have committed to with the underlying supplier, and cancellations must be requested with sufficient notice to take effect before the next renewal. We will use reasonable endeavours to notify you of upcoming renewals but are not liable for renewals that take effect where you have not given timely written instructions to cancel.

4.5 Hosting Services. We may provide hosting services, including website hosting, email hosting, server hosting and hosted desktop (RDS) services ("Hosting Services"). The specification, resource and storage limits, availability targets, backup arrangements and any service levels for the Hosting Services are as set out in the applicable Order or Service Schedule agreed with you.

4.6 Support hours. Support for the Hosting Services (and for our Services generally) is provided from 9:00am to 5:00pm, Monday to Friday, excluding English public holidays, unless different hours are specified in the contract or Service Schedule agreed with you. We may carry out planned maintenance and will use reasonable endeavours to give advance notice and to schedule it so as to minimise disruption.

4.7 Availability and your responsibilities. We will use reasonable endeavours to keep the Hosting Services available, but do not warrant that they will be uninterrupted or error-free; availability may be affected by maintenance, by Third-Party Infrastructure, and by matters within your control. You are responsible for the content, data, applications and configurations you host, for holding all rights and consents needed for them, and for maintaining your own backups except where backup is an agreed part of the Services.

4.8 Acceptable use and suspension. You must not use the Hosting Services to store or transmit material that is unlawful, infringing, malicious, or that breaches any acceptable-use policy we notify to you. We may suspend or restrict the Hosting Services where reasonably necessary to protect the security, integrity or lawful operation of our or others' systems, to comply with law, or for non-payment, and (except in an emergency) will give you reasonable notice where practicable.

4.9 Service availability. Where your contract or Service Schedule provides for it, we target service availability of 99.5%, measured 24 hours a day, 7 days a week across the course of your contract term. In measuring availability, the following are excluded and do not count as downtime: (a) planned and emergency maintenance; (b) any downtime caused by matters outside our reasonable control, including force majeure events and failures of Third-Party Infrastructure, third-party networks, utilities or Third-Party Products; (c) any downtime caused by your acts or omissions, your equipment, software, content or configuration, or your breach of these Terms; (d) any suspension permitted under these Terms; and (e) any period following a failure during which a server, system or Service is being rebuilt or restored in accordance with clause 8.7. Availability is measured by our monitoring systems and records, which are conclusive in the absence of manifest error. The availability target is a service objective and not a warranty or guarantee.

4.10 Service credits. Where a qualifying incident occurs, being an unplanned and continuous unavailability of an Affected Service for more than four (4) consecutive hours during our standard support hours which is not excluded under clause 4.9, you may claim a service credit in respect of that Affected Service, subject to the following: (a) service credits are calculated on the recurring monthly Charges for the Affected Service only, and not on any other Service or on the total value of your contract; (b) the total service credits payable in respect of any Affected Service shall not exceed one (1) month's recurring Charges for that Affected Service in any 12-month period; (c) to claim, you must notify us in writing within 14 days of the qualifying incident occurring, giving reasonable details of the incident, and no service credit is payable for any incident notified after that period; (d) service credits are applied against future Charges for the Affected Service, are not refundable in cash, and are not payable while any Charges are overdue; and (e) no service credit is payable where the Service is provided on a pay-as-you-go basis under clause 3.6. Service credits are your sole and exclusive remedy for any unavailability of a Service or any failure to meet the availability target in clause 4.9.

4.11 Third-Party Infrastructure. You acknowledge that we do not own or operate the data centres, servers or hosting platforms used to deliver the Hosting Services, which are provided by third-party suppliers. Our obligation in respect of the Hosting

Services is to procure, manage, monitor and support them with reasonable care and skill, and to use reasonable endeavours to escalate and pursue any failure of Third-Party Infrastructure with the relevant supplier. We are not responsible for the time taken by any third-party supplier to restore its infrastructure or services, and any failure of Third-Party Infrastructure is not a failure by us to perform the Services.

4.12 Website hosting and support. Website hosting and related web services are provided using Third-Party Infrastructure. Support for these services is provided during our standard support hours only, as set out in clause 4.6. We do not offer twenty four hour, out of hours, weekend or public holiday support for website availability, website performance or website response times, and no such support is included in any Service unless expressly agreed in writing and separately charged. Where a website fault is reported outside our standard support hours, our sole obligation is to raise the matter with the relevant supplier where we are reasonably able to do so. Suppliers may operate a triage system under which out of hours staffing is limited and issues are prioritised at the supplier's discretion, with full support resources available only during the supplier's own business hours. We have no control over that process. We will use reasonable endeavours to assist in restoring service, but we give no guarantee, commitment or estimate as to response time, escalation time or restoration time for any website fault, whether inside or outside our standard support hours. The availability target in clause 4.9 and the service credits in clause 4.10 do not apply to website hosting or web services.

4.13 Software-Only Purchases and Licensing. Where a customer purchases software, licences or third-party subscriptions from PCX Ltd without a separate managed IT support or software management agreement, such purchases shall not constitute an ongoing managed-service agreement. Each purchase shall be subject to the applicable licence term and any relevant third-party supplier conditions. PCX Ltd reserves the right to decline further software orders or renewals without any obligation to continue supplying such products. Either party may elect not to renew a software-only arrangement at the end of its current licence term without being subject to the notice period specified in Clause 7.1, provided all applicable supplier obligations and cancellation deadlines are met. Where software is supplied on an annual commitment with monthly billing, the customer remains responsible for the full annual commitment. PCX Ltd shall have no obligation to provide ongoing software management, technical support or licence administration unless separately agreed in writing.

5. Supply of Goods

5.1 Where we agree to supply Goods, we warrant that on delivery the Goods will correspond with their description and be free from material defects for 12 months (or such other period as we state or the manufacturer provides), subject to clauses 5 and 11.

5.2 Risk in the Goods passes to you on delivery or on collection. You must inspect the Goods on delivery and notify us in writing of any damage, shortage or non-delivery within 3 business days, giving us and any carrier a fair opportunity to inspect. If you do not, the Goods are deemed accepted.

5.3 Ownership of the Goods passes to you only when we have received payment in full (in cleared funds) for those Goods and any other sums then due from you to us. Until ownership passes you must store the Goods so that they are identifiable as ours and keep them insured.

5.4 As we are not the manufacturer of the Goods, our obligations in respect of defects are limited to the benefit of any manufacturer warranty and to clause 5.1. Warranty and DOA (dead-on-arrival) handling follows the applicable manufacturer's policy; returns of non-faulty Goods are accepted only if agreed in advance, only if the Goods are unused and re-saleable in original packaging, and may be subject to a restocking charge. You are responsible for backing up any data before returning any equipment; we accept no liability for data loss.

5.5 Batteries and consumable items. Batteries (including rechargeable batteries in laptops, mobile devices, UPS units and similar equipment) and other consumable or wear-and-tear items are not covered by the 12-month warranty in clause 5.1. This is because their capacity, performance and lifespan depend on how they are charged, used, stored and maintained by the end user, and on environmental conditions, all of which are outside our control; such items are treated as consumables. Where the manufacturer offers a separate battery or consumables warranty, that manufacturer's terms apply and you should register and claim under them directly. This clause does not affect a Consumer's statutory rights, and it does not apply to any battery or item that is faulty or defective on delivery, or that fails because of a manufacturing defect, rather than through use, wear or the way it has been treated.

5.6 Manufacturer-held warranties. Some Goods are covered by a warranty provided and held directly between the manufacturer and you, including where the warranty is registered in your name or where the manufacturer requires you to deal with it, or its authorised repair agent, directly. In those cases the warranty is a matter between you and the manufacturer on the manufacturer's terms: you are responsible for registering the warranty, complying with its conditions, and making and pursuing any claim. We will, where reasonable, help direct you to the correct manufacturer or repair agent, but we are not the warranty provider and are not responsible for the manufacturer's acts, omissions or timescales, or for any failure or refusal by the manufacturer to repair or replace. Any assistance we give with such claims outside a support or managed-services agreement may be chargeable. This clause does not affect a Consumer's statutory rights against us in respect of Goods we have supplied.

6. Charges, invoicing and payment

6.1 The Charges are as set out in the Order or Service Schedule, or, where none is stated, at our then-current rates. Recurring Services are charged periodically in advance unless stated otherwise; usage-based and Third-Party Product charges are billed in accordance with the relevant Service Schedule.

6.2 All Charges are exclusive of VAT and of delivery, carriage and any duties or taxes, which you will pay at the applicable rate.

6.3 We may increase recurring Charges: (a) to reflect increases in the cost to us of Third-Party Products or third-party services; and (b) otherwise on at least 30 days' written notice. Fixed-price project Charges are as quoted, subject to agreed changes in scope.

6.4 Unless otherwise agreed in writing, invoices are payable within 30 days of the invoice date, by Direct Debit. You will complete and maintain a valid Direct Debit instruction where required. Time for payment is of the essence (this does not affect a Consumer's statutory rights).

6.5 You must pay all amounts in full without set-off, counterclaim, deduction or withholding (except as required by law). You may not withhold or reduce payment on account of any claimed service credit or dispute about availability; any service credit due is applied only in accordance with clause 4.10.

6.6 If you do not pay by the due date we may, without limiting our other rights: (a) suspend Services and future deliveries; (b) charge interest and compensation on overdue amounts under the Late Payment of Commercial Debts (Interest) Act 1998; and (c) recover our reasonable costs of enforcing payment.

6.7 We may set reasonable credit limits and payment terms and carry out credit and status checks. We may withdraw or vary credit terms at our discretion, and require payment in advance.

6.8 Microsoft NCE and other committed term subscriptions. Where you have subscribed to Microsoft New Commerce Experience (NCE) licensing, or any other subscription with a committed term (for example an annual licence), you are contractually committed to that subscription for its full term. Where we have agreed to collect payment in monthly instalments as a cashflow accommodation, this does not reduce or vary your commitment to the full term. If you terminate, or transfer away from us, before the end of the committed term, the entire unpaid balance of that term becomes immediately due and payable in full. No transfer of tenancy, no release or handover of Global Administrator credentials or access, no domain transfer and no migration of any cloud service will take place until that balance, and all other sums owing under clause 7.6, have been paid in cleared funds.

6.9 Alternative Payment Methods and Administration Charges. Direct Debit is PCX Ltd's preferred payment method for recurring services, subscriptions and software licensing. PCX Ltd reserves the right to apply an additional administration premium to Business Customers who elect to pay by an alternative method. PCX Ltd also reserves the right to require payment by Direct Debit or payment in advance as a condition of accepting new orders or providing further services.

7. Term, renewal and termination

7.1 Managed and subscription Services run for the minimum term stated in the Service Schedule (or, if none is stated, 12 months) and then renew automatically for successive periods of the same length, unless either party gives written notice of non-renewal at least 90 days before the end of the then-current term. We will use reasonable endeavours to remind you before a renewal takes effect.

7.2 Either party may terminate the contract (or the affected Service) by written notice if the other: (a) commits a material breach that is not remedied within 30 days of written notice; or (b) becomes insolvent (as described in clause 12). Unavailability of a Service that is excluded under clause 4.9, or for which service credits are available under clause 4.10, is not of itself a material breach.

7.3 On termination or expiry: (a) you must pay all outstanding Charges, and Charges for any committed Third-Party Products, up to the effective date; (b) each party will return or, at the discloser's option, delete the other's confidential information; and (c) subject to clauses 3.7 and 7.6, we will, for a reasonable agreed period, provide reasonable co-operation to assist migration of your data and services to you or a replacement provider ("exit assistance").

7.4 Early termination of a Service before the end of its minimum term (other than for our uncured material breach or insolvency) does not relieve you of the Charges for the remainder of that term and for any Third-Party Product commitments we cannot cancel.

7.5 Chargeable transfer of cloud services on exit. Where, on leaving PCX or on termination of a Service, engineer or technical time is required to transfer, migrate, disaggregate or hand over your cloud-based services (including email, website, server hosting, tenants, subscriptions, licensing or delegated-administration arrangements) to you or to a replacement provider, this is an offboarding project under clause 3.7 and is chargeable in addition to any other outstanding Charges. The project must be quoted, accepted and paid in full in advance, and no such work will begin until the conditions in clause 7.6 have been met.

7.6 Account to be settled before offboarding. No offboarding work will commence, and no transfer, migration, handover, data export or release of any credentials, tenants, domains or delegated administration (including Global Administrator access) will take place, until all sums owing to us have been paid in full in cleared funds and your account is fully up to date. This includes all outstanding invoices, whether or not disputed, all Charges accrued up to the date of termination, any balance due under clause 6.8, and the onboarding or offboarding project fee referred to in clause 3.7. Time for payment is of the essence. We shall not be liable for any delay, loss or disruption arising from your failure to settle your account before offboarding work begins.

8. Your obligations

8.1 You will: (a) co-operate with us and provide timely access, information, credentials, decisions and approvals we reasonably need; (b) ensure your systems, premises and network are safe and available as required; (c) maintain appropriate backups except where backup is an agreed Service; (d) hold all licences, consents and permissions needed for us to provide the Services (including in respect of any third-party or software you ask us to work with); and (e) use the Services in accordance with any acceptable-use policy and applicable law.

8.2 You are responsible for the security and use of accounts and credentials issued to your personnel, and for the acts and omissions of your users. You must promptly notify us of any suspected security incident affecting the Services.

8.3 If our ability to perform the Services is prevented or delayed by your act or omission (including delay in providing access, information or approvals), we are not liable for the resulting delay or cost, and may charge for wasted time and re-scheduling at our then-current rates.

8.4 Your equipment. You are responsible for the maintenance, condition, suitability, insurance and timely replacement of your own equipment, hardware, infrastructure and software, including keeping it in good working order and applying manufacturer or vendor updates. We are not responsible for faults, downtime, data loss or other loss caused by the age, condition, failure or inadequacy of your equipment, or by your failure to maintain or replace it.

8.5 No loan or replacement equipment. If your equipment fails, breaks or is otherwise unavailable, we are under no obligation to provide loan, temporary or replacement equipment, whether during diagnosis, repair, warranty handling, or at any other time. Where we do provide loan equipment, this is entirely at our discretion and on such terms (including as to condition, insurance and return) as we notify to you.

8.6 Backup and disaster recovery. We recommend that every customer keeps regular, tested backups of their data. General advice to keep backups is not, and must not be relied upon as, a backup or disaster-recovery (DR) solution. Unless you have taken up a relevant backup, business-continuity or disaster-recovery Service with us, the backup and recovery of your data remain your responsibility, and we are not liable for any loss of, corruption of, or inability to recover, your data. Where you do take a relevant backup or DR Service from us, our responsibility is limited to that set out in the applicable Service Schedule.

8.7 Backup is not disaster recovery. Where you take a standard backup Service from us, that Service provides for the retention of backup copies of your data only. It does not include any committed recovery time objective (RTO), recovery point objective (RPO), or any guaranteed or estimated time to rebuild, restore or return a server, system or Service to operation. Following a failure, we will use reasonable endeavours to rebuild and restore from the most recent available backup as soon as reasonably practicable, but rebuild times depend on the extent of the failure, the volume of data, hardware and third-party lead times and other matters outside our control, and may take several days or longer. Guaranteed or target recovery times, standby infrastructure and failover are available only under a separate disaster-recovery or business-continuity Service. Where you have been offered but have not taken such a Service, you accept that extended downtime following a failure is a consequence of that choice, and we shall have no liability for any loss arising from the time taken to rebuild, restore or recover, or from the absence of any RTO or RPO. The availability target in clause 4.9 and the service credits in clause 4.10 do not apply to any period during which a rebuild or restoration is being carried out.

9. Data protection and security

9.1 Each party will comply with its obligations under the Data Protection Legislation. This clause 9 is in addition to, and does not relieve either party of, those obligations.

9.2 Where we process personal data on your behalf in providing the Services, you are the controller and we are the processor. We will process such personal data only on your documented instructions (including those set out in the Services), for the purpose of providing the Services, unless required to do otherwise by law.

9.3 We will: (a) ensure that persons authorised to process the personal data are subject to confidentiality obligations; (b) implement appropriate technical and organisational measures to protect the personal data; (c) engage sub-processors only on terms materially the same as this clause and remain responsible for them; (d) assist you, taking into account the nature of processing, with your obligations regarding data-subject requests, security, breach notification and data protection impact assessments; (e) notify you without undue delay on becoming aware of a personal data breach affecting your data; and (f) at your choice, delete or return the personal data at the end of the Services, save where retention is required by law.

9.4 You warrant that you have a lawful basis to provide any personal data to us and to instruct the processing we carry out. You will indemnify us against liabilities arising from your breach of the Data Protection Legislation.

9.5 The subject matter, duration, nature and purpose of the processing, the types of personal data and categories of data subjects, and the sub-processors we use, are as described in the applicable Order or Service Schedule and by the nature of the Services provided. We may add or replace sub-processors and will make information about them available to you on request.

9.6 We will not transfer personal data outside the UK without an appropriate transfer mechanism as required by the Data Protection Legislation. Some Third-Party Products may process data outside the UK; where that is the case, appropriate safeguards operated by the relevant supplier apply.

10. Confidentiality and intellectual property

10.1 Each party will keep the other's confidential information confidential and use it only to perform or receive the Services, except where disclosure is required by law or to advisers under equivalent obligations. This obligation survives termination.

10.2 All intellectual property rights in materials, tools, scripts, methods, documentation and software we create or use to provide the Services remain ours or our licensors'. On full payment, we grant you a non-exclusive, non-transferable licence to use deliverables provided as part of the Services for your internal business purposes for as long as you take the relevant Services.

10.3 You retain ownership of your data and your pre-existing materials, and grant us the rights to use them as needed to provide the Services.

11. Warranties and limitation of liability

11.1 Except as expressly set out in these Terms, and subject to your statutory rights where you deal as a consumer, all warranties, conditions and other terms implied by statute or common law are excluded to the fullest extent permitted by law. In particular, we do not warrant that the Services or any system will be uninterrupted or error-free, or that Third-Party Products or Third-Party Infrastructure will be free of faults.

11.2 Nothing in these Terms limits or excludes our liability for: (a) death or personal injury caused by our negligence; (b) fraud or fraudulent misrepresentation; (c) any liability that cannot lawfully be limited or excluded; or, where you deal as a consumer, (d) your non-excludable rights under the Consumer Rights Act 2015.

11.3 Subject to clause 11.2, we are not liable, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any: loss of profits, revenue, business, contracts, anticipated savings or goodwill; loss arising from business interruption or downtime, including wasted staff time and wasted expenditure; loss of or damage to data (beyond restoring from the most recent backup we are contractually responsible for); or any indirect or consequential loss, in each case whether or not such loss was foreseeable or we were advised of its possibility.

11.4 Subject to clause 11.2, our total aggregate liability arising under or in connection with the contract in any 12-month period is limited to the total Charges paid by you for the Affected Service in that 12-month period.

11.5 We are not liable for loss or damage caused by Third-Party Products, Third-Party Infrastructure, by third-party acts or omissions, by your failure to follow our reasonable recommendations (including any recommendation to take a disaster-recovery or business-continuity Service), or by matters within your control under clause 8. You should maintain appropriate insurance for your business risks.

11.6 Any service credits given under clause 4.10 count towards, and reduce, the limit of liability in clause 11.4. Where these Terms provide a specific remedy for a particular failure (including service credits under clause 4.10), that remedy is your sole and exclusive remedy for that failure.

11.7 You acknowledge that the Charges reflect the allocation of risk in this clause 11 and in clauses 4.9 to 4.11 and 8.7, and that you have had the opportunity to take up additional Services (including disaster-recovery and business-continuity Services) and to insure against the risks that these Terms place on you.

12. Insolvency and force majeure

12.1 A party is "insolvent" if it is unable to pay its debts as they fall due, or becomes subject to any formal insolvency procedure (including administration, liquidation, receivership, a voluntary arrangement or bankruptcy) or any equivalent step in any jurisdiction, or any bona fide proposal for one. You must tell us in writing immediately if you become insolvent.

12.2 We may suspend or terminate the Services, and all sums owing become immediately due, if you become insolvent.

12.3 Neither party is liable for delay or failure in performing its obligations (other than payment obligations) caused by events beyond its reasonable control, including acts of God, fire, flood, epidemic or pandemic, war, terrorism, civil unrest, industrial action, failure of utilities or telecommunications, cyber-attack affecting third-party infrastructure, faulty software or security updates released by third-party vendors, and failures or changes of third-party suppliers (including suppliers of Third-Party

Infrastructure). The affected party will notify the other and use reasonable endeavours to mitigate. If the event continues for more than 60 days, either party may terminate the affected Service on written notice.

13. Compliance, anti-bribery and anti-facilitation of tax evasion

13.1 Each party will comply with all applicable laws, including the Bribery Act 2010 and the Criminal Finances Act 2017, and will not engage in any activity that would constitute an offence under those Acts. Each party will maintain policies and procedures reasonably designed to ensure compliance.

13.2 You are responsible for obtaining any export or import licences and complying with export-control and sanctions requirements applicable to Goods or Services delivered outside the UK. Where relevant, the Incoterms 2020 rules apply to exports, but these Terms prevail to the extent of any inconsistency.

14. General

14.1 Assignment. You may not assign or subcontract your rights or obligations without our written consent. We may assign or subcontract our rights and obligations, remaining responsible for subcontracted Services.

14.2 Entire agreement. These Terms, together with any Order, Service Schedule and Data Processing Agreement, form the entire agreement between us and supersede all prior arrangements. Neither party relies on any statement not set out in them, except that nothing limits liability for fraud or fraudulent misrepresentation.

14.3 Variation. No variation of these Terms is effective unless in writing and signed by (or on behalf of) both parties, except that we may update these Terms for new Services or to reflect changes in law or in Third-Party Product terms on reasonable notice.

14.4 Waiver. A failure or delay in exercising a right is not a waiver of it.

14.5 Severance. If any provision is or becomes unenforceable, it will be modified to the minimum extent necessary to make it enforceable; if that is not possible, it will be deemed deleted without affecting the rest of these Terms.

14.6 Notices. Notices must be in writing and sent to a party's registered office or principal place of business, or by email to an address notified for that purpose.

14.7 Third-party rights. A person who is not a party to the contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

14.8 Governing law and jurisdiction. These Terms and any dispute arising out of them (including non-contractual disputes) are governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction.

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