

Commercial Business Communications Ltd

General Terms

November 2025

GENERAL TERMS

Commercial Business Communications Ltd (CBC) and the End User hereby agree as follows:

1. DEFINITIONS

1.1 In the Contract, the following terms shall have the meanings assigned to them below:

“Acceptable Use Policy”	the acceptable use policy document of CBC (to the extent applicable to a Service) as amended from time to time and available from CBC upon request;
“Annual Charge”	the on-going fee for the provision of the Service(s), where applicable, as detailed on the Order Form (and, if applicable, as amended in line with the Contract);
“Change Management Process”	the process of requesting and recording changes to the Service(s);
“Charges”	the charges payable for the Service(s) as detailed in the Contract which shall include any Annual Charge (where applicable), any Usage Charges (if applicable), any Non-Recurring Charges (if applicable) and any other charges set out in the Contract;
“CBC”	Commercial Business Communications Ltd registered in England and Wales under no 09751852, whose registered office is Commercial House, Hastings Road, Leyland, Lancashire, United Kingdom, PR25 3SP;
“CBC Equipment”	the equipment (if any) owned by CBC or CBC Personnel, which is located either at the End User Site(s) or the CBC Site(s) (as applicable) in order to provide the Service(s). Unless stated explicitly otherwise in Contract, all equipment to be provided under the Contract is CBC or CBC Personnel equipment;
“CBC Personnel”	CBC, the staff and Contractors of CBC and suppliers engaged by CBC, in the provision of the Service(s);
“CBC Site”	the location(s) where the Service(s) will be provided from (where applicable to a particular Service) including any data centres owned and operated by CBC or CBC Personnel;
“Confidential Information”	any information concerning the business, accounts, finance, contractual dealings, customers, pricing, transactions or affairs of a Party which are designated as, or which should reasonably be considered as being, confidential but shall not include those bytes of Stored Data or End User Content that CBC has had no visibility of which happen to be confidential;
“Connectivity Service”	a service set out in CBC’s Service Document for Connectivity Services, as amended from time-to-time and available upon request from CBC;
“Consumer Prices Index”	the Consumer Prices Index (CPI)(all items)(United Kingdom).
“Contract”	means: (a) Where an Order Form together with: (i) any commercial offer terms referenced on the Order Form, (ii) any special terms incorporated by reference on the Order Form and signed by the Parties; and/or

	(iii) these General Terms; and
	(iv) the applicable Service Document(s); and
	(v) any additional documents that are expressly stated to form part of the Contract in the Contract;
“Contractors”	the third-party contractors engaged by CBC, or on behalf of CBC, to provide the Services to the End User;
“Controller”	shall have the meaning given to it in the DP Laws;
“Documentation”	any documentation provided to the End User by CBC for the purpose of providing the Service(s);
“DP Laws”	the Data Protection Act 2018 and the UK GDPR;
“Due Date”	the due date for payment of an invoice for the Charges as set out in Clause 5.6;
“Electronic Signature”	a signature that consists of one or more letters, characters, numbers or other symbols in digital form incorporated in, attached to or associated with a human readable electronic version of the Contract documents using CBC’s designated electronic signature software;
“End User”	the end user of the Services, being the entity which contracts with the CBC for receipt of the Service(s) and/or products provided by CBC Personnel under the Contract, and whose details are set out on the Order Form;
“End User Contact”	the End User’s authorised representative (if any) specified as such in the Contract, nominated to liaise and work with CBC Personnel in connection with the Service(s);
“End User Content”	the works of authorship, marks, data, information, materials and other content that is sent, received, transmitted, hosted, stored, replicated or otherwise made available by means of the Service(s), including (without limitation) names, domain names, logos, designs, computer software, recorded visual imagery (including video recordings and photographs), sounds, audio materials (including master recordings), musical compositions (including arrangements and lyrics), graphics (including animation), textual matter, and any combination of the above. For the avoidance of doubt, End User Content does not include Materials. All End User Content is and will remain the property of the End User;
“End User Equipment”	items of equipment owned or leased by the End User located either at the End User Site(s) or at a CBC’s Site (as applicable to the particular Service(s)) and used in order to provide and/or receive the Service(s);
“End User Personal Data”	any Personal Data in respect of which, for the purpose of this Contract, the End User is the Data Controller;
“End User Site(s)”	the End User locations at which the Service(s) will be provided (if applicable), as specified on the Order Form, which shall include any End User co-location rack(s) within CBC Personnel data centres (if applicable);
“Force Majeure Event”	any circumstance beyond a Party’s reasonable control (including, without limitation, act of God, the act or omission of the other Party, labour dispute (but not involving the claiming Party’s own employees), act or

“General Terms”	omission of government or other appropriate authority, act of terrorism, war, technological attack (including, but not limited to denial of service attacks, attacks involving Malicious Code and computer hacking), regulatory and legal changes, pandemic and/or solar interference/disruption); these terms and conditions as amended from time to time under clause 17;
“Initial Term”	the initial term for which each Service shall be provided to the End User (if applicable), as set out on the Order Form and calculated from the Service Commencement Date for that Service or as otherwise specified in the applicable Service Document. The Initial Term is not applicable to Pay As You Go Services;
“Insolvent”	the occurrence for either Party: <ul style="list-style-type: none"> (i) the appointment of, or the application to a court for the appointment of a liquidator, provisional liquidator, administrator, administrative receiver or receiver; or (ii) entering into a scheme of arrangement or composition with or for the benefit of creditors generally or any class of creditors; or (iii) any reorganisation, moratorium or other administration involving its creditors or any class of creditors; or (iv) a resolution, or proposed resolution, to wind it up or strike it off; or (v) becoming unable to pay debts as and when they become due or becoming deemed to become unable to pay debts as and when they become due within the meaning of Section 123 of the Insolvency Act 1986;
“Intellectual Property”	patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
“Laws”	all treaties and applicable statutory enactments (as amended, replaced, or re-enacted from time to time) and any bye-laws, statutory instruments, rules, regulations, orders, notices, directions, consents or permissions made, required or granted thereunder and any condition attaching

	thereto, including any specific laws mentioned by name herein having force and effect in England and Wales;
“Licensors”	shall have the meaning given to it in Clause 10.1;
“Malicious Code”	viruses, logic bombs, worms, trojan horses or other types of destructive, disruptive or nuisance programs;
“Materials”	all literary works or other works of authorship (such as computer programs, program listings, programming tools, Documentation, reports, drawings and similar works) that are developed or provided by CBC Personnel to the End User pursuant to the Contract or otherwise in connection with the Service(s). For the avoidance of doubt, Materials do not include End User Content;
“Non-Recurring Charges”	the one-off charges (if any) for the Service(s) or Purchased Equipment, including any installation fees or purchase fees, as detailed on the Order Form (and, if applicable, as amended in line with the Contract);
“Normal Business Hours”	9 a.m. to 5.00 p.m. on any Working Day;
“Parties”	the End User and CBC and “Party” shall be construed accordingly;
“Order Form”	the End User’s order for Services as set out in the End User’s completed order form;
“Pay As You Go Services”	services described as such in the applicable Service Document, and designated as such on the Order Form, which are provided on the basis that there is no fixed Initial Term and no commitment to paying an Annual Charge;
“Personal Data”	shall have the meaning set out in the DP Laws;
“Portal Terms of Use”	the terms of use applicable to, and accessible via, any portal provided by CBC Personnel to the End User for use with the Service(s) or otherwise pursuant to the Contract;
“Process”	shall have the meaning given to it in the DP Laws and “Processing” and “Processed” shall be construed accordingly;
“Processor”	shall have the meaning given to it in the DP Laws;
“Professional Services”	the services described in CBC’s Service Document for Professional Services as amended from time to time and available upon request from CBC;
“Purchased Equipment”	the equipment (if any) purchased by the End User and sold by CBC in conjunction with the provision of a Service, as specified in the Order Form and clarified in the Service Document;
“Rate Card”	the then-current rate card setting out the Usage Charges (if applicable) to a particular Service, as provided to the End User by CBC from time to time in accordance with the applicable Service Document;
“RIPA Notice”	a notice issued by an investigative authority pursuant to the Regulation of Investigatory Powers Act 2016 or Investigatory Powers Act 2016;
“Service(s)”	the service(s) to be provided by CBC Personnel to the End User as set out on the Order Form and further explained in the applicable Service Document;
“Service Commencement Date”	the earlier of

- (i) the date that the End User is notified by CBC in writing that the Service is ready for use; or
 - (ii) the date that the or End User actually starts using the Service,
unless otherwise agreed in writing between the Parties or otherwise specified in the applicable Service Document;
- “Service Document” CBC’s service document current at the time of entering into the Contract containing details of the service(s) CBC offers (or the component parts thereof) and the Additional Terms applicable thereto, which are available from CBC upon request;
- “Software” any software to which the End User is provided with access pursuant to the Contract, or any Third-Party Software which the End User purchases through CBC including any software embedded in the CBC Equipment and/or End User Equipment;
- “Stored Data” the End User Content that is stored by the End User within CBC Personnel virtualised storage environments (including but not limited to its virtual data centre and online backup environments) within a data centre (if applicable);
- “Target Service Commencement Date” the date by which CBC shall use reasonable endeavours to handover the Service(s) (if applicable), as detailed in the applicable Service Document;
- “Termination Payment” has the meaning as set out in clause 14.7
- “Third-Party Software” Software provided by a third-party to which the End User has access pursuant to the Contract;
- “UK GDPR” European Union’s General Data Protection Regulation (EU)2016/679 to the extent applicable in the UK pursuant to the European Union (Withdrawal) Act 2018;
- “Usage Charges” the fees (if any) for the use of a Service, calculated as set out in the relevant Rate Card and the applicable Service Document and in accordance with the usage information collected by CBC Personnel monitoring and reporting systems;
- “Working Day” Monday to Friday (inclusive), excluding all public and bank holidays in England and Wales.
- 1.2 Where the Contract is formed through an Order Form, in the event of any conflict between:
- 1.2.1 the Order Form,
 - 1.2.2 any commercial offer terms referenced on the Order Form,
 - 1.2.3 any special terms incorporated by reference on the Order Form and signed by the Parties,
 - 1.2.4 these General Terms,
 - 1.2.5 the applicable Service Document(s), and
 - 1.2.6 any additional documents that are expressly stated to form part of the Contract in the Contract
- the hierarchy of precedence shall be as set out in this clause (with the Order Form having the highest precedence).

2. ORDERING, SERVICE PROVISION & ACCEPTANCE

- 2.1 The Order constitutes an offer by the End User to purchase Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 Where a Service has a Target Service Commencement Date, CBC will notify the End User in writing when it is ready to hand-over that Service to the End User. Where a Service does not have a Target Service Commencement Date (such as Professional Services) CBC shall inform the End User in writing when it is ready to commence performance of such Services.
- 2.4 Where CBC agrees to delay the Service Commencement Date following the End User's written request and CBC's sole discretion, or the Target Service Commencement Date is not met as a result of the End User's delay or failure to fulfil its obligations under the Contract, the Annual Charges for that Service shall be payable from the earlier of the Service Commencement Date or Target Service Commencement Date for that Service, unless otherwise agreed in writing by the Parties.
- 2.5 CBC Personnel reserve the right, at any time, to make any modification, change or addition to, or replacement of, any Service (or part thereof) of CBC Equipment, where this is required to conform with any applicable safety requirements or Laws.
- 2.6 Subject to Clause 2.5 above and any specific provisions in the applicable Service Document(s), all requested changes to the Service(s) shall be dealt with in accordance with CBC's Change Management Process.
- 2.7 CBC reserves the right to carry out planned and emergency works in respect of the Service(s) in accordance with the applicable Service Document(s). The End User acknowledges that this may result in non-availability of, or other impact to, their Services whilst such works are carried out, and for which CBC shall have no liability for any direct or indirect losses, damages, costs, or any associated interest incurred by the End User as a result of such planned and emergency works and non-availability of the Services as a result.
- 2.8 Any samples, drawings, descriptive matter or advertising issued by CBC, and any descriptions or illustrations contained in CBC's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.9 These Conditions apply to the Contract to the exclusion of any other terms that the End User seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.10 Any quotation given by CBC shall not constitute an offer, and is only valid for a period of thirty (30) Business Days from its date of issue.

3. END USER SITE ACCESS

- 3.1 Where necessary to enable CBC to carry out its obligations and exercise its rights under the Contract, the End User shall provide CBC Personnel with such access to the End User Site(s) as CBC Personnel shall reasonably require, subject to reasonable advance notice. Any period of delay in providing CBC Personnel with access to the End User Site(s) shall be excluded from any service level calculations.
- 3.2 The End User shall ensure that CBC Personnel have a safe working environment at the End User Site(s). CBC Personnel will comply with all reasonable health and safety and

security policies applicable to the End User Site, provided in writing prior to, or at the time of entry to, the End User Site(s).

4. FAULT MANAGEMENT

- 4.1 CBC Personnel will support the Service(s) and deal with faults as per the provisions of the applicable Service Document(s). The Service(s) (or the component parts thereof) will be subject to the service levels (if any) set out in the applicable Service Document(s).
- 4.2 The End User shall notify CBC of any material non-conformity or fault with the Service(s) as per the Service Document.
- 4.3 Any time incurred by CBC Personnel in investigating alleged faults or non-conformities with the Service(s) notified to it by the End User, which are later found not to have existed, may be charged to the End User by CBC in accordance with CBC's then-current standard rates together with any third-party supplier costs incurred in investigating the same. The End User shall be entitled to see reasonable documentary evidence attesting to such third-party costs. Save for manifest error, CBC determination on such costs shall be final.

5. FEES AND PAYMENT

- 5.1 The Non-Recurring Charges shall become invoiceable upon the Service Commencement Date or, where such Non-Recurring Charges apply after the Service Commencement Date, they shall become invoiceable upon signature of the Order Form.
- 5.2 Subject to Clause 2.4, the Annual Charge (where applicable) shall be payable in advance from the Service Commencement Date in accordance with the payment frequency set out on the Order Form, and as follows:
 - 5.2.1 The first payment (being for the remainder of the month in which the Service Commencement Date occurs, calculated on a pro-rata temporis basis, plus the following month / quarter / year, as applicable) shall be invoiceable by CBC on or following the relevant Service Commencement Date; and
 - 5.2.2 Subsequent payments shall become invoiceable at the start of the month immediately preceding the month / quarter / year being invoiced.
- 5.3 Usage Charges (if applicable) shall be invoiceable monthly in arrears.
- 5.4 CBC reserves the right to increase the Charges on an annual basis with effect from 1 February each year in line with the percentage increase in the Consumer Prices Index in the preceding 12-month period and CBC shall give the End User not less than one month's prior notice in writing of proposed changes which shall be based on the latest available figure for the percentage increase in the Consumer Prices Index plus 3.9%.
- 5.5 All Charges are payable in sterling and are exclusive of Value Added Tax (VAT) and any other applicable taxes which shall be payable by the End User in addition, in the manner prescribed by law and as set out in the invoice. Where any taxable supply for VAT purposes is made under the Contract by CBC to the End User, the End User shall, on receipt of a valid VAT invoice from CBC, pay to CBC such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 5.6 Invoices for the Charges (save where specified otherwise herein) shall be paid by the End User within thirty (30) days of the date of the invoice, which shall be the Due Date, in full and in cleared funds to a bank account nominated in writing by CBC, and time for payment shall be of the essence of the Contract.
- 5.7 Invoices will be submitted by email to the End User's nominated email address for invoices.

- 5.8 The End User shall pay all invoiced amounts in full and without any deductions, withholdings, counter-claims and/or set-offs (other than any deduction or withholding of tax as required by law).
- 5.9 Any disputes by the End User regarding the sums invoiced, not raised within three (3) months of the date of the invoice, are irrevocably waived by the End User.
- 5.10 If an undisputed invoice (or an undisputed part of an invoice) is not paid in full by the Due Date for payment thereof, then without prejudice to CBC's other rights and remedies CBC reserves the right to:
 - 5.10.1 charge interest on the outstanding sum on a daily basis from the Due Date until the date of payment, at Barclays Bank base rate plus four percent (4%); and/or
 - 5.10.2 suspend the Service(s) (or any part thereof) in accordance with Clause 11; and/or
 - 5.10.3 use any deposit given by the End User under Clause 5.9 below, to pay any outstanding sum.
- 5.11 CBC may require the End User to pay a deposit and/or require the End User to procure that the End User's parent or related company or director, partner, or sole trader guarantees the payment of the Charges due under the Contract. The End User agrees to enter into any reasonable agreement or deed CBC submits for such purpose.

6. CBC'S OBLIGATIONS AND WARRANTIES

- 6.1 Subject to any service description in the Contract, CBC is free to determine how the Service(s) shall be provided at CBC's sole discretion.
- 6.2 CBC's obligation to provide the Service(s) is limited to an obligation to use reasonable endeavours to provide the same. The End User acknowledges and agrees that CBC cannot (and does not) guarantee, represent or warrant that the Service(s) will be error-free or uninterrupted.
- 6.3 CBC Personnel shall use all reasonable endeavours to meet the Target Service Commencement Date and any other dates or timescales set out in the Contract, and time shall not be the essence of the Contract.
- 6.4 CBC Personnel shall use the reasonable care and skill expected of a competent information technology and telecommunications provider in exercising its rights, and carrying out its obligations, under the Contract.
- 6.5 Subject to any further description in the Service Document(s) and the End User performing its obligations, CBC shall install and configure the Software (if applicable) if it is specified in the Contract that CBC is responsible for installing the Software or (where not so specified) CBC shall provide limited remote support to the End User to enable the End User to install and configure the Software if such remote support is required.
- 6.6 CBC warrants that it has the legal capacity and authority to enter into the Contract.
- 6.7 CBC warrants that the Service(s) shall be provided in compliance with all applicable Laws.
- 6.8 CBC is not responsible to the End User for unauthorised access to End User Content or the unauthorised access to, or use of, the Service(s) unless the unauthorised access or use results from CBC Personnel failure to meet any reasonable security obligations stated in the Contract.

7. END USER OBLIGATIONS AND WARRANTIES

- 7.1 The End User shall (at its cost):
 - 7.1.1 ensure that the terms of the Order and any information it provides in the applicable Service Documents are complete and accurate;
 - 7.1.2 co-operate with CBC in all matters relating to the Services;

- 7.1.3 provide CBC Personnel with access to the End User's premises, office accommodation and other facilities as reasonably required by the Supplier;
- 7.1.4 prepare the End User's premises for the supply of the Services;
- 7.1.5 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- 7.1.6 keep all of CBC Equipment at the End User's premises in safe custody at its own risk, maintain CBC Equipment in good condition until returned to CBC, and not dispose of or use CBC Equipment other than in accordance with CBC's written instructions or authorisation; and
- 7.1.7 comply with any additional obligations as set out in the Order; and
- 7.1.8 follow CBC's instructions and guidelines in relation to the Service(s), including any set out in the Documentation; and
- 7.1.9 provide CBC with such up-to-date information, co-operation, materials and support as CBC may reasonably require pursuant to the Contract, and ensure that such information is complete and accurate in all material respects; and
- 7.1.10 appoint the End User Contact and designate suitably knowledgeable, qualified and authorised employees, who have access rights to all of the End User's relevant systems and End User Equipment to provide co-ordination and assistance to CBC. The End User agrees and warrants that the End User Contact and any additional or replacement nominated employees have the appropriate level of authority to make decisions relating to the Service(s). The End User shall notify CBC in writing of any updates required to such authorised personnel. CBC shall have no liability for failure to deal with requests or respond to instructions from persons not appropriately authorised by the End User in writing; and
- 7.1.11 maintain any End User Equipment to a safe standard and in compliance with applicable Laws from time-to-time; and
- 7.1.12 ensure that any End User Equipment located at a CBC Site(s) is clearly labelled as belonging to the End User; and
- 7.1.13 notify CBC in writing if the End User Equipment is subject to interference or malfunctioning and it is reasonably likely to, affect the Service(s); and
- 7.1.14 promptly provide reasonable technology to enable CBC Personnel to provide remote support where it is necessary to do so; and
- 7.1.15 promptly install and configure the Software, if (as specified in the Contract or as otherwise notified to the End User) the End User is responsible for installing the Software; and
- 7.1.16 ensure that, where applicable, the End User's systems comply with the reasonable hardware and software requirements notified to the End User by CBC or detailed in the applicable Service Document; and
- 7.1.17 ensure that the Software (where applicable) is compatible with the End User's systems; and
- 7.1.18 comply with the Portal Terms of Use; and
- 7.1.19 only use the Service(s) (where applicable) in accordance with the Acceptable Use Policy; and
- 7.1.20 use any End User Equipment, CBC Equipment and/or Software in a reasonably skilful and proper manner by properly trained personnel; and
- 7.1.21 to the extent that the Service(s) is reliant upon the continued provision of other CBC services (such as Connectivity Services), continue to contract with CBC for those other services for the duration of the Service(s); and
- 7.1.22 take all reasonable steps (including testing with the latest commercially available detection software) to ensure that any software used with or in conjunction with the Service(s) is not infected by Malicious Code; and

- 7.1.23 undertake any work required to be carried out by the End User as specified in the applicable Service Document(s), in a timely manner; and
- 7.1.24 provide suitable space and environment for the End User Equipment and the CBC Equipment (other than when located at CBC Sites) in a timely manner.
- 7.2 The End User warrants that it shall not (and shall procure that all users of the Service(s) for whom it is responsible pursuant to Clause 7.8 below shall not):
 - 7.2.1 use the Service(s), Software, CBC Site, or CBC Equipment in any way that violates any Laws, or act or omit to act in any way which will place CBC Personnel in breach of any Laws including but not limited to the Communications Act 2003; and/or
 - 7.2.2 use the Service(s), Software, CBC Site or CBC Equipment in any way that would constitute or contribute to the commission of a crime, tort, fraud or other unlawful activity (including activities deemed unlawful under a complainant's jurisdiction); and/or
 - 7.2.3 allow any unauthorised user or third-party access to, or use of the End User Equipment, CBC Equipment, the CBC Site(s) (if applicable) or the Service(s) and shall take all reasonable security measures to prevent the same; and/or
 - 7.2.4 add to, modify or interfere in any way with the Software, CBC Equipment (if applicable), any equipment which is not End User Equipment, or the Service(s); and/or
 - 7.2.5 use the Software, CBC Site, the CBC Equipment, the End User Equipment, or the Service(s) in any way that:
 - 7.2.5.1 would or may be harmful, or would or may be harmful or detrimental to the reputation of CBC and/or its suppliers; and/or
 - 7.2.5.2 do anything that may be dangerous or a nuisance or inconvenience to other users of CBC Personnel service(s) or the CBC Site(s).
- 7.3 The End User warrants that any material and/or communication received, transmitted, hosted or otherwise processed using the Service(s) (other than entirely unsolicited communications) will not be menacing, of a junk-mail or spam-like nature, illegal, obscene, threatening, defamatory, discriminatory, promote illegal or unlawful activity, be otherwise actionable or in violation of any Laws to which the use of the Service(s) is subject, or infringe the Intellectual Property rights of CBC Personnel.
- 7.4 The End User shall indemnify and keep CBC indemnified from and against all losses, liabilities, damages, costs, claims, demands and expenses arising out of, or in relation to, any breach by the End User (including any user of the Service(s) for whom the End User is responsible pursuant to Clause 7.8 below) of the provisions of the warranties contained in Clause 7.
- 7.5 The End User agrees to use the Service(s) solely in connection with its general business purposes. The End User acknowledges that the Service(s) are not designed to be used in circumstances in which errors or inaccuracies in the content, functionality, services, data or information provided by the Service(s) or the failure of the Service(s), could lead to death, personal injury, or severe physical or environmental damage. Unless expressly authorised by CBC in the Contract, the End User agrees not to use the Service(s) for any such purpose.
- 7.6 The End User warrants that it has the legal capacity and authority to enter into the Contract.
- 7.7 The End User warrants it shall comply with all applicable Laws and any relevant licences and permits to operate the End User Equipment and to provide the End User Content to the extent required under the Contract.
- 7.8 The End User is responsible for (and shall be liable to CBC in respect of) the use of the Service(s) (including any incurred charges) by any of its employees and any other person who has been given access to the Service(s) by the End User or who has obtained access to the Services which is not solely and directly due to CBC Personnel breach of the

Contract, gross negligence or wilful misconduct, and even if such use was not authorised by the End User.

- 7.9 If CBC's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the End User or failure by the End User to perform any relevant obligation (End User Default):
- 7.9.1 without limiting or affecting any other right or remedy available to it, CBC shall have the right to suspend performance of the Services until the End User remedies the End User Default, and to rely on the End User Default to relieve it from the performance of any of its obligations in each case to the extent the End User Default prevents or delays CBC's performance of any of its obligations;
- 7.9.2 CBC shall not be liable for any costs or losses sustained or incurred by the End User arising directly or indirectly from CBC's failure or delay to perform any of its obligations as set out in this clause 7.9; and
- 7.9.3 the End User shall reimburse CBC on written demand for any costs or losses sustained or incurred by CBC arising directly or indirectly from the End User Default.

8. STAFF AND CONTRACTORS

- 8.1 CBC shall ensure that CBC Personnel possess appropriate reasonable skills and experience. CBC reserves the right to replace any CBC Personnel at any time without the End Users consent.
- 8.2 The End User shall not without CBC's prior written consent, actively initiate recruitment of any staff of CBC directly involved in the provision and/or support of the Service(s) during the Contract and for a period of 12 months following termination.

9. RISK, TITLE AND WARRANTY

- 9.1 On delivery of each item of the Purchased Equipment and/or the CBC Equipment (if applicable), full risk of damage to, or loss of, such equipment shall pass to the End User. The End User shall be responsible to CBC for the safety, safe custody and safe use of the Purchased Equipment and/or the CBC Equipment whilst it is in the End User's possession and the End User shall be liable to CBC for any loss or damage to the CBC Equipment save for:
- 9.1.1 fair wear and tear; and
- 9.1.2 any loss or damage caused by the negligent act or omission of CBC Personnel.
- 9.2 On full payment by the End User to CBC received in cleared funds of the Non-Recurring Charges, title in the Purchased Equipment shall pass to the End User.
- 9.3 If the Non-Recurring Charges are not paid in full, then title in the Purchased Equipment shall not pass to the End User and without prejudice to CBC's other rights and remedies, CBC reserves the right to recover and resell the Purchased Equipment and, for that purpose, the End User grants to CBC an irrevocable licence to enter the premises where the Purchased Equipment is located during Normal Business Hours following two (2) Working Days' notice.
- 9.4 The End User shall keep the Purchased Equipment wholly identifiable and distinguishable from other goods until such time that title passes to the End User.
- 9.5 Nothing in the Contract shall act to transfer ownership of any CBC Equipment to the End User
- 9.6 Purchased Equipment which is subject to a maintenance service by CBC shall be maintained as per the applicable Service Document.
- 9.7 Where a manufacturers' warranty applicable to items of Purchased Equipment does not automatically transfer to the End User upon the sale of the Purchased Equipment, CBC

shall use reasonable endeavours to assign to the End User the benefit of any such manufacturers' warranty. CBC does not provide any additional warranty for items of Purchased Equipment.

10. INTELLECTUAL PROPERTY & LICENSING, END USER CONTENT, DATA PROTECTION AND CONFIDENTIALITY

Intellectual Property and Licensing

- 10.1 Title to the Software and the Intellectual Property within the Service(s), the Software and the Documentation is held by CBC or third-party licensors ("Licensors").
- 10.2 In the event that the End User is provided with access to a licence for Third-Party Software by CBC, the End User agrees to abide by any third party software conditions of use as set out in any relevant End User License Agreements (EULA) provided or made available to the End User by CBC Personnel (whether via a portal, the Software or otherwise).
- 10.3 The End User shall only use the Software in accordance with such EULA applicable to the Software.
- 10.4 CBC provides only the licence and not the software and does not provide any commitments of any kind in respect of Third-Party Software and the End User is referred to the relevant licensor as regards the capability and functionality of the Third-Party Software.
- 10.5 CBC shall have no liability for the performance of the Third-Party Software or in respect of the Third-Party Software including, for the avoidance of doubt, any Service Unavailability, Service faults/errors or any security breaches.
- 10.6 The End User agrees that CBC Personnel may at CBC sole discretion provide the Licensors with information regarding use of their software, including information on the number of licenses required for the End User's use or access of the software, the country in which the End User is located and the End User's name and address.
- 10.7 CBC and/or a Licensor (or its nominated representatives), may at CBC's expense, access the End User Site and End User systems and records relevant to usage of the Software, to ascertain compliance with any EULA, during Normal Business Hours and subject to reasonable prior notice. If the Licensor is found to be in breach of any EULA compliance, CBC reserves the right to recover its costs, losses and damages from the End User.
- 10.8 If the End User uses software it has purchased for itself in conjunction with the Service(s), the End User shall acquire permission to use the software from the person with the rights to the software and shall comply with any restrictions regarding license mobility where applicable.
- 10.9 The End User shall ensure that it promptly (and no later than reasonably required by CBC) installs all Modifications to the Software that CBC Personnel makes available to the End User, unless the Contract stipulates that CBC Personnel is responsible for installing such Modifications.
- 10.10 Without prejudice, CBC shall have no liability to the End User in respect of any claims, losses, reasonable costs and reasonable expenses (including reasonable legal fees) that are made against, or incurred by, the End User as the result of a claim by a third party that the provision of the Service(s) and/or Software by CBC to the End User, infringes the Intellectual Property rights of any third party, unless:
 - 10.10.1 CBC is promptly notified of any such claim;
 - 10.10.2 CBC Personnel is, so far as is practicable, given sole control of the claim and the freedom to defend or settle the claim as CBC deems fit;
 - 10.10.3 the End User provides all reasonable assistance to CBC Personnel at CBC's cost, upon valid receipt of incurred expenses by the End User, in respect of the claim;

- 10.10.4 the End User makes no statements or admits any liability in respect of the claim;
- 10.10.5 the claim does not arise from the use of the Service(s) otherwise than as permitted under the Contract;
- 10.10.6 the claim does not arise from the combining of the Service(s) with any services or equipment not supplied by CBC Personnel;
- 10.10.7 the claim does not arise from any modification to the Service(s) or Software not carried out or authorised in writing by CBC Personnel; and
- 10.10.8 the claim does not arise from the use of the Software other than in accordance with the applicable software licence.
- 10.11 Unless expressly stipulated otherwise or without the prior written consent of CBC, the End User shall not:
 - 10.11.1 sub-licence, assign or otherwise transfer any of the Software or Documentation of CBC or the Licensors;
 - 10.11.2 reverse engineer, disassemble, decompile or otherwise attempt to access or determine the source code of the Software (except as and only to the extent any of the foregoing is permitted by the licensing terms governing use of any open sourced components included with the Software); or
 - 10.11.3 copy, “frame” or “mirror” any content available on the Software on any other server or wireless Internet based device; or
 - 10.11.4 re-distribute or sublicense the Software, or any part thereof, to any third party; or
 - 10.11.5 operate the Software for use by third parties or otherwise operate the Software on a service bureau basis, without CBC’s express prior written consent; or
 - 10.11.6 copy, or reproduce the Software in any way, in whole or in part; or
 - 10.11.7 modify or create any derivative work based on the Software; or
 - 10.11.8 allow, permit or assist any third party to do any of the foregoing.

End User Content

- 10.12 The End User grants CBC a full paid-up worldwide, irrevocable (except on Contract termination), royalty-free, non-exclusive, sub-licensable (to CBC’s authorised subcontractors only) right for the duration of the Contract to process the End User Content to the extent reasonably necessary to perform CBC’s obligations under the Contract. This provision does not apply where the Service is a Connectivity Service, as CBC acts as a mere conduit for End User Content.
- 10.13 The End User shall indemnify CBC Personnel in respect of all claims, losses, reasonable costs and reasonable expenses (including reasonable legal fees) that are made against, or incurred by, CBC Personnel as a result of a claim by a third party that:
 - 10.13.1 CBC’s Personnel installation, use, transmission, storage, possession or accessing of the End User Equipment, End User Content, material or third party software provided by the End User in connection with the Service(s) infringes the Intellectual Property or other rights of a third party; or
 - 10.13.2 the End User is using the Services to infringe third party Intellectual Property rights.
- 10.14 Without prejudice to CBC’s suspension and termination rights, CBC will notify the End User if it becomes aware of, or aware of any allegation of, End User Content that violates the terms of the Contract (“Prohibited Content”) and such Prohibited Content shall promptly be removed from the Service(s).
- 10.15 If the End User fails to promptly remove the Prohibited Content, CBC Personnel may at CBC sole discretion and without liability, remove the Prohibited Content from the Service(s) or disable access to the Prohibited Content.
- 10.16 CBC Personnel may at CBC sole discretion and without liability, remove or disable access to the Prohibited Content without prior notice as required by applicable legislation or to

- comply with any judicial, regulatory or other governmental order or request or order of any law enforcement office.
- 10.17 If CBC Personnel removes Prohibited Content without prior notice, it will promptly notify the End User thereafter, unless prohibited from doing so by law.
- 10.18 CBC Personnel maintains relevant security procedures for the End User Content while it is stored on or transmitted over equipment and facilities CBC Personnel controls. The End User is solely responsible for management of the End User Content stored on, or transmitted by means of, the Service(s), including selection and use of the security features and options that CBC Personnel provides as Service(s).
- 10.19 Except to the extent included in the Service(s), as identified in the Contract, the End User is responsible for developing and maintaining data management and security procedures the End User deems appropriate, such as application logon security, encryption of data and Malicious Code protection, and retaining source documents and maintaining a procedure that will allow the End User to recover lost or damaged data.
- 10.20 CBC Personnel does not guarantee and provides no warranty that CBC's security procedures will prevent the loss of, alteration of, or improper access to, End User Content.

11. DATA PROTECTION

- 11.1 In relation to End User Personal Data Processed by CBC on behalf of the End User pursuant to the Contract (if any), CBC shall at all times be the Processor and the End User shall at all times be the Controller.
- 11.2 In its capacity as a Processor (if applicable) under the Contract, CBC will:
- 11.2.1 only Process End User Personal Data;
- 11.2.1.1 to the extent reasonably necessary in order to provide the relevant Service(s) and exercise its rights and fulfil its obligations under, and in accordance with, the Contract;
- 11.2.1.2 in accordance with any lawful written instructions regarding Processing of End User Personal Data received by it from the End User (if any); and
- 11.2.1.3 as required by applicable Laws;
- 11.2.2 subject to the service-specific data processing provisions set out in the relevant Service Document (to the extent applicable to the Processing), apply appropriate organisational and technical measures to protect End User Personal Data against any unauthorised access, theft, use or disclosure;
- 11.2.3 use its reasonable endeavours that all of its personnel having access to the End User Personal Data Processed by CBC are subject to a duty to keep the End User Personal Data confidential;
- 11.2.4 only engage a sub-processor with respect to the End User Personal Data with the prior written consent of the End User and pursuant to a written contract containing materially similar terms as set out in this Clause 11.2;
- 11.2.5 promptly notify the End User about any legally-binding request for disclosure of End User Personal Data by a DP Authority or other relevant authority unless otherwise prohibited;
- 11.2.6 notify the End User of any accidental or unauthorised access to, or transfer of, End User Personal Data as soon as reasonably practicable after becoming aware of the breach;
- 11.2.7 promptly notify the End User of any request received directly from a data subject;
- 11.2.8 subject to the service-specific data processing provisions set out in the relevant Service Document (to the extent applicable to the Processing), at the End User's written request, either return or delete as specified by the End User all End User Personal Data and any copies of it, unless required otherwise by applicable Laws, and CBC shall, upon written request by the End User, confirm in writing that this sub-clause of Clause 11.2 has been complied with in full;

- 11.2.9 maintain complete and accurate records of its Processing activities under the Contract in accordance with the DP Laws and make such records available for inspection by the End User as soon as reasonably practicable following written request by the End User;
- 11.2.10 as soon as reasonably practicable after written request by the End User, provide the End User with such information as it may reasonably require for the purposes of verifying that the Parties' are complying with their obligations under Article 28 of the GDPR in respect of their activities under the Contract; and
- 11.2.11 reasonably permit the End User to carry out an audit in accordance with Clause 11.3 below for the purpose of verifying that the Parties are complying with their obligations under Article 28 of the GDPR only, in respect of their activities under the Contract.
- 11.3 Subject to the remaining provisions of this Clause 11.3, the End User may, at a mutually agreed time between the Parties, conduct an audit to verify CBC's compliance with its Processing obligations under the Contract. The Parties shall use reasonable endeavours to schedule the audit within one (1) calendar month of request.
- 11.3.1 Subject to the remaining provisions of this Clause 11.3, CBC shall provide the End User with reasonable assistance to carry out the audit, including access to relevant premises, systems, records and personnel. Access to records and systems shall be strictly limited to those areas solely containing data relating to the Processing of End User Personal Data under the Contract. No access shall be provided by CBC to:
 - 11.3.1.1 (i) data pertaining to other customers;
 - 11.3.2 (ii) any other information that is covered by a confidentiality obligation to a third party; and
 - 11.3.2.1 any financial or commercially-sensitive information pertaining to the End User.
- 11.3.3 Any audit shall be carried out during Normal Business Hours and no more frequently than once in any twelve (12) month period unless stipulated otherwise by the DP Laws.
- 11.3.4 The End User shall (and shall procure that all auditing personnel shall) comply with the:
 - 11.3.4.1 site security and health and safety policies and procedures applicable to CBC's premises; and
 - 11.3.4.2 instructions of any supervising CBC personnel, whilst carrying out the audit.
- 11.3.5 The End User shall (and shall procure that all auditing personnel shall) ensure that the audit is carried out in such as manner so as not to unreasonably disrupt the normal business operations of CBC and is carried out in an expeditious and professional manner by suitably qualified personnel.
- 11.3.6 CBC reserves the right, at all times, to refuse entry to its premises, systems, and records, or to remove from its premises or remove systems, or record access rights for any person who is carrying out the audit on behalf of the End User.
- 11.3.7 The End User shall pay CBC's reasonable costs associated with audit.
- 11.4 At the End User's reasonable written request and cost, CBC shall:
 - 11.4.1 assist the End User in responding to any request from a data subject;
 - 11.4.2 assist the End User with ensuring the End User's compliance with the End User's obligations under the DP Laws with respect to security, breach notifications and data protection impact assessments; and
 - 11.4.3 assist the End User in its consultations with a supervisory authority and obtaining any required approvals from a supervisory authority.
- 11.5 Any End User Personal Data Processed by CBC under the Contract shall only be Processed by CBC for as long as CBC:
 - 11.5.1 provides the relevant Service to the End User or pursuant to the terms of the Contract; or
 - 11.5.2 is reasonably required for the exercise of CBC's rights or fulfilment of its obligations under the Contract; or

11.5.3 (is required to continue Processing the End User Personal Data pursuant to applicable Laws.

11.6 CBC shall not transfer any End User Personal Data outside of the UK and EEA without:

11.6.1 a finding of adequacy by the European Commission in respect of that country;

11.6.2 having appropriate safeguards in place (such appropriate safeguards may consist of making use of binding corporate rules, standard data protection clauses adopted by the Commission, standard data protection clauses adopted by a supervisory authority or contractual clauses authorised by a supervisory authority); or

11.6.3 the prior written consent of the End User.

11.7 Where CBC considers itself to be a Processor of End User Personal Data through the provision of a particular Service, service-specific Processing details (including the subject-matter and nature of the processing) are set out within the relevant Service Definition within the relevant Service Document.

11.8 Terms used in Clauses 11 which are not defined herein but which are defined in the DP Laws shall be given the meaning ascribed to them in the DP Laws.

12. CONFIDENTIALITY

12.1 Subject to this clause 12, neither the End User nor CBC shall, without the other Party's prior written consent, disclose to any third party any Confidential Information of the other Party which comes to that Party's attention pursuant to the Contract.

12.2 Each Party shall only use the Confidential Information of the other Party as reasonably required to exercise its rights and/or perform its obligations under the Contract and shall only disclose it to those of its employees, agents and contractors having a reasonable need to know pursuant to the Contract.

12.3 Upon termination of the Contract, if requested to do so by the other Party, a Party shall promptly return or certify destroyed all of the other Party's Confidential Information, save for any Confidential Information required to be retained by CBC under any Laws.

12.4 The End User agrees that CBC may disclose relevant information pertaining to the Contract and the Service(s), to any relevant third party (including but not limited to its suppliers and the End User's landlords at the End User Site(s)) to the extent reasonably required by such third party in order to allow provision of the Service(s).

12.5 The End User's name and address may be divulged by CBC to the relevant investigative authority pursuant to a RIPA Notice without any such notification requirement applying.

12.6 Each Party agrees that any restrictions in clause 12 shall not apply if disclosure is:

12.6.1 required to be disclosed pursuant to any Laws; and

12.6.2 required by a court or governmental or regulatory authority or other authority of competent jurisdiction; and

each Party shall promptly notify the other Party of any such disclosure requirement to the extent that it is legally permissible to do so.

12.7 Each Party agrees that damages alone would not be an adequate remedy for any breach of Clause 12 and accordingly, without prejudice to any other rights or remedies available, each Party shall be entitled to seek injunctive or other equitable relief to prevent any breach or threatened breach of Clause 12 by the other Party.

12.8 Neither Party shall make, or permit any person to make, any public announcement concerning the Contract or Confidential Information without the prior written consent of the other Party.

13. SUSPENSION

- 13.1 CBC may, without terminating the Service(s) or the Contract, suspend provision of any Service(s) or any part thereof, in whole or in part:
 - 13.1.1 with immediate effect if the End User is in breach of Clause 7;
 - 13.1.2 upon written notice if the End User is in breach of any other material obligation under the Contract if the End User fails to remedy that breach within five (5) Working Days of written notice of the breach;
 - 13.1.3 if the End User becomes Insolvent;
 - 13.1.4 with immediate effect if the End User's use of the Service(s) is damaging or disrupting the proper functioning of the infrastructure or equipment used to provide services to CBC Personnel's other customers;
 - 13.1.5 with immediate effect if CBC Personnel is obliged to comply with the order, instruction or request of a court, government, emergency services organisation or other competent judicial, governmental, administrative or regulatory authority; or
 - 13.1.6 immediately where CBC receives notice from a third party alleging that the End User is using the Service(s) to infringe third party Intellectual Property rights and CBC has reasonable grounds to believe that the third party's claim has merit, or CBC Personnel, acting reasonably, considers it necessary to suspend the Service(s) in order to avoid or mitigate its own liability in respect of the alleged infringement.
- 13.2 CBC's right to suspend a Service(s) pursuant to Clause 13.1 above is without prejudice to CBC's termination rights under Clause 14 below, or any other right under the Contract or Laws.
- 13.3 Where CBC has suspended the Service(s) pursuant to Clause 11.1 and it has not been practicable to provide written notice prior to such suspension, CBC shall inform the End User as soon as is reasonably practicable.
- 13.4 Without prejudice, CBC shall reinstate any suspended Services as soon as reasonably possible once CBC is satisfied that the circumstances giving rise to the suspension right no longer exist.

14. TERM AND TERMINATION

- 14.1 Subject to earlier termination of the Contract in accordance with its terms, the Contract shall continue in force:
 - 14.1.1 until the expiry of all of the Initial Terms (where Initial Terms apply) and thereafter unless or until terminated by either Party giving to the other Party not less than three (3) months' prior written notice, to expire no earlier than the end of all of the Initial Terms; or
 - 14.1.2 for the period stated on the Order Form where it relates to a project or a specific number of days; or
 - 14.1.3 where the Services are purely Pay As You Go Services, for the period such Service(s) are in use by the End User and unless or until terminated by either Party giving to the other Party not less than thirty (30) days prior written notice.
- 14.2 In the event that the End User wishes to cancel a Service, the End User shall send an email to support@cbcommunications.co.uk specifying the End User's name, the site (including postcode) at which the relevant Service(s) is provided, what the Service(s) is and any applicable service reference numbers.
- 14.3 CBC shall confirm such cancellation, and any relevant Termination Payment (defined below) to the End User within ten (10) Working Days of receipt of such request.
- 14.4 Each Party shall have the right on immediate notice to the other Party, to terminate the Contract at any time in the event that the other Party:

- 14.4.1 has committed a material breach of the Contract, other than a failure on the part of the End User to make payment of sums when due, and where applicable fails to remedy such breach within twenty-eight (28) days of notice from the other Party requiring the breach to be remedied; or
- 14.4.2 becomes Insolvent.
- 14.5 CBC shall have the right on immediate notice to the End User, to terminate the Contract at any time in the event that:
 - 14.5.1 the End User fails to make payment within fourteen (14) days of the Due Date; and
 - 14.5.2 if instructed to do so by a court of law, regulator or other appropriate authority.
- 14.6 Except where Clauses 14.4.1, 14.4.2 or 14.5.2 apply, where a Service is terminated, the Termination Payment shall be payable by the End User as a one-off lump sum upon termination.
- 14.7 For the purpose of this Clause, the Termination Payment shall mean:
 - 14.7.1 where an Initial Term applies and termination occurs after the Service Commencement Date:
 - 14.7.1.1 all arrears of Charges payable under the Contract up to the date of termination plus
 - 14.7.1.2 all remaining Charges not yet paid which would otherwise have been payable for the greater of the remainder of the Initial Term or the required three (3) month notice period; plus
 - 14.7.1.3 All remaining Charges for any CBC Equipment or Purchased Equipment which the End User, or at full-market value where CBC agrees to the End User retaining, or the End User fails to return, any CBC Equipment or Purchased Equipment
 - 14.7.2 where an Initial Term applies but the Service Commencement Date has not yet occurred:
 - 14.7.2.1 the Non-Recurring Charges, plus
 - 14.7.2.2 50% of the first year's Annual Charge plus
 - 14.7.2.3 all charges incurred or committed to by CBC with third party suppliers, plus
 - 14.7.2.4 any charges identified in the relevant Service Document as being recoverable pursuant to this sub-Clause, provided always that the Termination Payment to be paid pursuant to this sub-clause 14.7.2 does not exceed the total Charges which would otherwise be payable by the End User in respect of the Initial Term; plus
 - 14.7.2.5 All remaining Charges for any CBC Equipment or Purchased Equipment which the End User, or at full-market value where CBC agrees to the End User retaining, or the End User fails to return, any CBC Equipment or Purchased Equipment
 - 14.7.3 where the Service is a Pay As You Go Service: the Termination Payment shall be the Charges for the notice period under the termination of the Contract in accordance with clause 14.1.3; and/or
 - 14.7.4 where the Service is a Professional Service: as set out in the Service Document for Professional Services.
- 14.8 Termination of a Service and/or the Contract shall be without prejudice to the accrued rights and liabilities of either Party subsisting under the Contract prior to termination.
- 14.9 Upon termination of a Service and/or the Contract for any reason:
 - 14.9.1 the End User shall immediately cease to make use of the relevant Service(s) and the CBC Equipment (if applicable); and
 - 14.9.2 the End User shall, if required by CBC, allow CBC Personnel to enter the End User Site(s) during Normal Business Hours, subject to reasonable advance notice and no later than thirty (30) Working Days, for the purpose of removing any CBC Equipment and de-installing the Service(s); and
 - 14.9.3 the End User shall, within five (5) Working Days of termination of the Contract, return to CBC (or CBC's designated recipient) by next day courier any CBC Equipment (if applicable) or pay CBC for the CBC Equipment at its then-current new purchase price if not so returned; and

- 14.9.4 licences granted to the End User by CBC pursuant to the Contract shall immediately terminate.
- 14.10 Following termination of the Contract (other than by CBC pursuant to Clause 14.4.1, Clause 14.4.2 or Clause 14.5.1 above) and provided that the End User's account is fully paid-up, CBC will:
 - 14.10.1 following the End User's written request, provide reasonable assistance to the End User as regards migrating the End User to an alternative service provider, at CBC's then-current standard charges; and
 - 14.10.2 promptly refund to the End User any Annual Charges paid in advance relating to the period after the effective date of termination, calculated on a pro-rata temporis basis.
- 14.11 Clause 5 (Fees and Payment), Clause 7 (End User Obligations), Clause 8.2 (non-solicitation), Clause 10 (Intellectual Property and Licensing and End User Content), Clause 11 (Data Protection), Clause 12 and (Confidentiality), Clause 14.8 (actions following termination) Clause 15 (Force Majeure), Clause 16 (Warranties and Limitation of Liability) and Clause 18 (Disputes, Jurisdiction and Governing Law) and other terms and conditions forming part of the Contract which are agreed by the Parties to survive termination or which by their nature are clearly intended by the Parties to survive termination, shall survive and continue in full force and effect.

15. FORCE MAJEURE

- 15.1 Neither Party shall be liable for any delay or failure in performing its obligations under the Contract caused by a Force Majeure Event.
- 15.2 A Party affected by a Force Majeure Event shall serve prompt written notice of the Force Majeure Event and its expected duration on the other Party and shall take all reasonable steps to mitigate the effects of the same.

16. WARRANTIES AND LIMITATION OF LIABILITY

- 16.1 THE END USER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSES 16.2 TO 16.8 INCLUSIVE.
- 16.2 ALL WARRANTIES, CONDITIONS, OBLIGATIONS AND TERMS WHICH WOULD OTHERWISE BE IMPLIED INTO THE CONTRACT BY STATUTE, CUSTOM OR LAW (INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES WITH RESPECT TO MERCHANTABILITY, FITNESS FOR PURPOSE AND SATISFACTORY QUALITY), ARE HEREBY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
- 16.3 NEITHER PARTY EXCLUDES NOR LIMITS THEIR LIABILITY UNDER THE CONTRACT:
 - 16.3.1 FOR DEATH OR PERSONAL INJURY CAUSED BY ITS (OR ITS EMPLOYEES', AGENTS' OR CONTRACTORS') NEGLIGENCE; AND
 - 16.3.2 FOR FRAUDULENT MISREPRESENTATION; AND
 - 16.3.3 BREACH OF THE TERMS IMPLIED BY SECTION 2 OF THE SUPPLY OF GOODS AND SERVICES ACT 1982 (TITLE AND QUIET POSSESSION).
- 16.4 WITHOUT PREJUDICE TO THIS CLAUSE 16, CBC HAS OBTAINED INSURANCE COVER IN RESPECT OF ITS OWN LEGAL LIABILITY FOR INDIVIDUAL CLAIMS NOT EXCEEDING TWO MILLION POUNDS (£2,000,000) PER CLAIM. THE LIMITS AND EXCLUSIONS IN THIS CLAUSE REFLECT THE INSURANCE COVER CBC HAS BEEN ABLE TO ARRANGE AND THE END USER IS RESPONSIBLE FOR MAKING ITS OWN ARRANGEMENTS FOR THE INSURANCE OF ANY EXCESS LOSS.
- 16.5 WITHOUT PREJUDICE TO CLAUSE 13.4 ABOVE, CBC SHALL NOT BE LIABLE TO THE OTHER PARTY FOR ANY
 - 16.5.1 LOSS OF PROFITS;

- 16.5.2 LOSS OF SALES OR BUSINESS;
- 16.5.3 LOSS OF BUSINESS OPPORTUNITY;
- 16.5.4 LOSS OF AGREEMENTS OR CONTRACTS;
- 16.5.5 LOSS OF REVENUE;
- 16.5.6 LOSS OF ANTICIPATED SAVINGS;
- 16.5.7 WASTED EXPENDITURE;
- 16.5.8 LOSS OF OR DAMAGE TO GOODWILL;
- 16.5.9 LOSS OF USE;
- 16.5.10 LOSS OF USE OR CORRUPTION OF DATA OR INFORMATION (UNLESS OTHERWISE SPECIFICALLY PROVIDED FOR IN THE APPLICABLE SERVICE DOCUMENT); AND/OR
- 16.5.11 ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS, COST, DAMAGE, CHARGE OR EXPENSE.
- 16.6 CBC SHALL HAVE NO LIABILITY UNDER THE CONTRACT FOR THIRD-PARTY SOFTWARE.
- 16.7 ANY LIABILITY OF CBC TO THE END USER UNDER OR PURSUANT TO THE CONTRACT SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF:
 - 16.7.1 100% OF THE TOTAL CHARGES PAID BY THE END USER UNDER THE CONTRACT IN THE 12 MONTHS PRECEDING THE DATE OF THE RELEVANT CLAIM; OR
 - 16.7.2 FIVE THOUSAND POUNDS (£5,000).
- 16.8 THE END USER ACKNOWLEDGES AND AGREES THAT THE CHARGES REFLECT THE LEVEL OF LIABILITY UNDERTAKEN BY CBC AND THAT THE EXCLUSIONS AND LIMITATIONS CONTAINED IN THIS CLAUSE 13 ARE REASONABLE.
- 16.9 REFERENCES TO LIABILITY IN THIS CLAUSE 16 INCLUDE EVERY KIND OF LIABILITY ARISING UNDER OR IN CONNECTION WITH THE CONTRACT INCLUDING LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, RESTITUTION OR OTHERWISE.
- 16.10 NEITHER PARTY MAY BENEFIT FROM THE LIMITATIONS AND EXCLUSIONS SET OUT IN THIS CLAUSE IN RESPECT OF ANY LIABILITY ARISING FROM ITS DELIBERATE DEFAULT.
- 16.11 NOTHING IN THIS CLAUSE 8 SHALL LIMIT THE END USER'S PAYMENT OBLIGATIONS UNDER THE CONTRACT.
- 16.12 UNLESS THE END USER NOTIFIES CBC THAT IT INTENDS TO MAKE A CLAIM IN RESPECT OF AN EVENT WITHIN THE NOTICE PERIOD, CBC SHALL HAVE NO LIABILITY FOR THAT EVENT. THE NOTICE PERIOD FOR AN EVENT SHALL START ON THE DAY ON WHICH THE END USER BECAME, OR OUGHT REASONABLY TO HAVE BECOME, AWARE OF THE EVENT HAVING OCCURRED AND SHALL EXPIRE THREE (3) MONTHS FROM THAT DATE. THE NOTICE MUST BE IN WRITING AND MUST IDENTIFY THE EVENT AND THE GROUNDS FOR THE CLAIM IN REASONABLE DETAIL.

17. GENERAL

- 17.1 Unless otherwise stated in the Contract, the Contract may only be varied by the written and signed agreement of the Parties.
- 17.2 CBC shall have the right, by serving notice to the End User, to amend the Contract at any time when this is required to comply with any Laws, applicable statutory or regulatory requirements.
- 17.3 CBC may enter into subcontracts for the performance of its obligations under the Contract.
- 17.4 CBC may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

- 17.5 The End User shall not at any time assign or transfer (or purport to assign or transfer) the Contract and/or any of its rights or obligations thereunder, in whole or in part, without the prior written consent of CBC.
- 17.6 A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. No delay, neglect or failure by either Party in enforcing its rights under the Contract or Laws shall be deemed to be a waiver of, or prejudice, such rights, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 17.7 Any notice or other communication required to be given to a Party under, or in connection with, this Contract, shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service providing proof of delivery, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other Party's main fax number, or sent by e-mail to the other Party's nominated e-mail address from time to time.
- 17.8 Any notice or communication shall be deemed to have been received if delivered by hand, on signature of a delivery receipt, or if sent by fax or e-mail, at 9.00 am on the next Working Day after transmission, or otherwise at 9.00 am on the second Working Day after posting (or at the time recorded by the delivery service).
- 17.9 Clause 17.7 & 17.8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.
- 17.10 If any part of the Contract is held by the courts to be unlawful, invalid or unenforceable, that part shall be considered severed and the remainder of the Contract shall remain in full force and effect. CBC and the End User shall negotiate in good faith to agree an enforceable replacement provision, that to the greatest extent possible, achieves the intended commercial result of the original provision.
- 17.11 The Contract supersedes any prior contracts, arrangements, correspondence, warranties, representations, promises, assurances, and undertakings between the Parties, whether oral or in writing, in relation to the subject-matter thereof and constitutes the entire agreement of the Parties relating to the subject-matter thereof. No terms and conditions set out on any End User's paperwork submitted to CBC pursuant to the Contract shall have any force or effect. The End User shall have no remedy in respect of any statement made to it upon which it relied when entering into the Contract, unless such statement was made fraudulently by CBC.
- 17.12 The Parties agree that signed Contract documents delivered by electronic means shall have the same force and effect as signed originals.
- 17.13 The Parties expressly acknowledge and agree:
- 17.13.1 a human readable electronic version of the Contract documents containing the Parties' Electronic Signatures, or containing a mix of physical signatures and Electronic Signatures, shall constitute an original version of such Contract documents;
- 17.13.2 a Party's use of a key pad, mouse or other device to select an item, button, icon or similar act/action, to otherwise insert their Electronic Signature into Contract documents constitutes that Party's signature as if it had manually signed the same; and
- 17.13.3 CBC's chosen Electronic Signature software shall be accepted as a valid and the solely-required authentication technology.
- 17.14 CBC may update, amend, modify or supplement the terms and conditions of these General Terms, including any Service Document, and any CBC policy, from time to time with the agreement of the End User. Upon CBC giving the End User notice to agree an amendment to these General Terms, including any Service Document and any CBC policy, if

the End User has not confirmed agreement to the amendment within fourteen (14) days of the notice, the End User will be deemed to have agreed to the amendment.

18. DISPUTES, JURISDICTION AND GOVERNING LAW

- 18.1 Following written notice of a dispute under the Contract, the Parties shall attempt to resolve any such dispute through negotiations between senior executives of the Parties who have authority to settle the same.
- 18.2 If the dispute has not been resolved by such senior executives within thirty (30) days of the initiation of that procedure, the dispute may be referred by either Party to mediation.
- 18.3 The Parties shall use reasonable endeavours to agree a mediator within fourteen (14) days of referral to mediation. If a mediator cannot be agreed within fourteen (14) days, then the Parties shall refer the matter to IPOS to make an independent appointment of a mediator. The costs of the appointment shall be borne by the Parties equally.
- 18.4 If the Parties cannot reach a resolution of the dispute via mediation, each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) that arises out of or in connection with this agreement or its subject matter or formation..
- 18.5 The Contract shall be governed by, and interpreted in accordance with, the laws of England and Wales.
- 18.6 The Contract is personal to the End User and CBC. The Contracts (Rights of Third Parties) Act 1999 shall not apply to the Contract and unless specifically provided for in the Contract, no entity other than the End User and CBC shall have any rights or obligations under the Contract and no entity other than the End User and CBC shall have the right to enforce the Contract or have it enforced against them.
- 18.7 Both Parties shall:
 - 18.7.1 comply with the Bribery Act 2010 at all times and shall not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK; and
 - 18.7.2 promptly report to the other Party any request or demand which if complied with would amount to a breach of this Clause 18.7.1 or would not be compliant with the Bribery Act 2010.
- 18.8 Breach of Clause 18.7 shall be deemed a material breach of the Contract which is not capable of remedy.