european electronique

SUPPORT/MANAGED SERVICE Terms & Conditions

(Effective from March 2025)

European Electronique Limited – Service / Managed Service Terms & Conditions

1. Application of these Terms and Conditions

1.1. These Conditions apply to all the Services (as defined below) to be provided by European Electronique (EE) to the Customer.

1.2. EE's General Terms and Conditions of Trading also apply to this Agreement, a copy of which is available at www.euroele.com.

2. Interpretations and Definitions

2.1 Interpretations: In this Agreement, unless the context otherwise requires:

Including: The word "including" shall mean "including without limitation".

Headings: The headings in these Conditions are inserted for convenience only and are not intended to affect the interpretation of these Conditions.

References: References to conditions, schedules, and annexes are to conditions, schedules, and annexes of this Agreement.

Singular and Plural: Words importing the singular shall include the plural and vice versa.

Gender: Words importing a gender shall include all genders. **Statutory References:** References to any statute or statutory provision include a reference to that statute or statutory provision as amended, extended, or re-enacted from time to time.

Writing: References to "writing" or "written" include emails and other electronic communication unless expressly stated otherwise.

Party References: References to a "party" or the "parties" are to the parties to this Agreement and their permitted successors and assigns. **Reasonable Control:** Where any obligation is required to be performed within a specific timeframe, time shall be of the essence unless expressly stated otherwise. However, where an obligation cannot be performed within the specified timeframe due to Force Majeure, the timeframe for performance shall be extended by the period of delay caused by the Force Majeure event.

Precedence: In the event of any inconsistency or conflict between the main body of this Agreement and the Schedules, the main body of this Agreement shall prevail, unless the Schedules expressly state otherwise.

2.2. Definitions: In this Agreement, unless the context otherwise requires, the following terms shall have the meanings set forth below:

"Acceptable Use Policy"

The Acceptable Use Policy – the Customer's Acceptable Use Policy will apply to the Agreement (this to be provided to the Contractor (EE) prior to the Agreement start date and included in the schedule), or if the customer has no such policy EE's Acceptable Use Policy will apply.

This policy defines the acceptable and prohibited uses of the ICT services, hardware, and software provided under the terms of the ICT supply Agreement. This policy aims to ensure the integrity, security, and reliability of all the ICT Estate;

"**Additional Charges**" means EE's additional charges for Additional Services which shall be on its standard rates for time and materials at the relevant period, unless otherwise agreed;

"**Additional Services**" means any additional services provided by EE to the Customer, subject to these Conditions, which may incur Additional Charges, such as services within the scope of Excluded Services;

"**Assumptions**" means any and all assumptions made by EE as set out in these Conditions and Schedules;

"**Audit**" means any Preliminary Audit or other audit carried out by EE

"**Business Day**" means Monday to Friday, 08:00 to 18:00 excluding weekends and bank holidays;

"**Change Request**" means a request for a modification to the Services

"**Charges**" means all charges, including Additional Charges, payable by the Customer to EE under these Conditions;

"**Commencement Date**" means the date these Conditions take effect which shall be the date EE accepts the Customer's order for the Services;

"**Conditions**" means these terms and conditions;

"**Confidential Information**" means any information, whether oral, written, graphic, or electronic, disclosed by either party to the other that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential information will include, but is not limited to, the business affairs, developments, know-how, including Intellectual Property Rights, together with information clearly relating to the contract between EE and the Customer, including designs, drawings, proposals, customer lists, price lists etc.

"**Contractor"** means European Electronique Limited, referred hereinafter as 'European Electronique' or 'EE'.

"**Customer**" means the legal entity to which EE provides the Services under these Conditions

"**EE**" means European Electronique Limited, referred hereinafter as 'European Electronique' or 'EE', whose company registration number is 1704440 and whose registered office is at: Forward House, Oakfields Industrial Estate, Eynsham, Oxfordshire, OX29 4TT;

"**Employment Liabilities**" means all and any costs, losses, expenses (including legal expenses on an indemnity basis), claims, proceedings, demands, fines, damages and compensation and other liabilities arising out of or relating in any way with the employment and/or termination of employment of an individual including (without limitation) all salary, bonus and other emoluments, all pension andpension-related benefits and all and any other contractual, statutory or other entitlements paid or payable to, or on behalf of, or in connection with the employment of, or termination of employment of that individual;

"Excluded Services" means any service or request for service coming within Condition 4.4 or not defined in the schedule.

"Fair Use Policy" means fair use of the Services by the Customer as set out in Condition 5;

"Force Majeure" means any event beyond the reasonable control of either party that prevents or delays the performance of its obligations under this Agreement, including but not limited to natural disasters, acts of war, terrorism, labour disputes, or government actions;

"ICT Estate" that part of the Customer's ICT infrastructure and Network in relation to which EE provides the Services at the Customer's Site(s) as defined in the Schedules;

"Incident" means any event which is not part of the standard operation of the Services and which causes, or may cause, an interruption to, or a reduction in, the quality of the Services;

"Initial Term" means the minimum term set out in Schedule A which shall not be less than 12 months;

"Intellectual Property Rights" means all patents, trademarks, service marks, copyrights, trade secrets,

and other intellectual property rights, whether registered or unregistered, existing anywhere in the world;

"Onsite Staff" means EE employees deployed on a Customer site to deliver part or all of the Services;

"Preliminary Audit" means any initial audit of the ICT Estate purchased by the Customer and conducted by EE prior to the Service Commencement Date;

"Service Commencement Date" means the date EE commences to provide the Services;

"Service Level Agreement" or "SLA" means the document specifying the performance standards applicable to the Services, as set forth in Schedule B;

"Schedules" means EE's Schedules consisting of these terms and attached schedules that is agreed and signed by both parties describing the Services to be provided by EE to the Customer which may be revised by mutual agreement from time to time during the period these Conditions apply;

"Services" means the managed ICT services provided by EE to the Customer under this Agreement, as detailed in Schedule A;

"Site" the Customer location at which the Services are to be provided as identified in the Service Schedule.

"SLA" means EE's service level agreement setting out the service levels applicable to the Services set out in Schedule B;

"Term" means the total period during which the Services are provided subject to these Conditions including the Initial Term and any Renewal Term, as set out by Schedule A;

"Third Party Services" means any services provided by a third party that are necessary for the delivery of the Services but are not included within EE's obligations under these Terms;

"TUPE" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended by the Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014 as substituted or varied from time to time or any equivalent or like legislation in place in any and all relevant jurisdictions;

"User" means any person employed by the Customer, any pupil and any other category of people or person nominated by the Customer as set out in the Schedules; and

"Virus" means any computer code, file, program, or software routine (including but not limited to worms, trojan horses, time bombs, malware, ransomware, spyware, or other harmful or malicious code) designed to disrupt, damage, disable, impair, interfere with, or otherwise adversely affect the normal operation of any computer system, network, software, or data.

3. Term

3.1. The Services shall commence on the date agreed in the Schedules and shall continue until the end of the Initial Term. The Services shall automatically roll on for successive terms of twelve (12) months unless either party gives the other party at least three (3) months' written notice (or any alternative notice period expressly stated in the Schedules) of its intent not to renew the Services.

4. Scope of Services

4.1. The Scope of Services to be provided by EE shall be outlined in the relevant schedules agreed by both parties and shall be subject to these conditions. Unless specified otherwise in a relevant Condition, the terms of these Conditions will take precedence over the terms of the Schedules in the event of any conflict or inconsistency between them.

4.2. EE shall be responsible for providing the Services as set out in the Schedules and is not obliged to provide any other services requested by the Customer unless it agrees to do so.

4.3. Should the Customer require EE to provide other services or products, which are not within the scope of this Agreement, such as, but not limited to, equipment, software, consumables, any services, including hosting services, such deliverables shall be sold under the applicable EE terms as agreed between the parties at the relevant time.

4.4 Excluded Services

The following services are out of scope and not included:

4.4.1. Assistance with relocating any significant part of the Customer's ICT Estate.

4.4.2. Support requests arising from accidents, neglect, alterations, improper use, or misuse of the ICT Estate (including breaches of the Acceptable Use Policy), whether in whole or in part.

4.4.3. Support requests resulting from repairs to the Customer's ICT Estate or premises, unless such repairs were carried out by EE or its subcontractors.

4.4.4. Support requests related to work performed on any part of the Customer's ICT Estate by third-party suppliers.

4.4.5. Assistance with writing or rewriting software.

4.4.6. Project management services.

4.4.7. Installation of infrastructure

4.4.8. Support for curriculum software applications used on the Customer's ICT Estate.

4.4.9. Any additional license rights beyond those specified in these Conditions.

4.4.10. Support required due to material discrepancies between the findings of any Preliminary Audit and the assumptions made based on it.

4.4.11. Support requests arising from the Customer's failure to fulfil its obligations under these Conditions, including Condition 7.

4.4.12. Support required due to any breach of the Acceptable Use Policy.

4.4.13. Any other matters or support requests not expressly acknowledged by EE as its

responsibility within the Service provision.

4.4.14. Any work or support required as a result of a Force Majeure event.

4.5 If the Customer requests EE to perform any tasks listed under Excluded Services during the term of the Agreement, EE will discuss the request with the Customer and, where appropriate, provide a scope of work, proposal, and/or quotation for the Additional Services.

4.6 Should the Customer request advice from EE concerning the handling of any Virus, any advice provided by EE shall be given "as is" with no warranties as EE is not a specialist in handling Viruses. Should the Customer wish to obtain advice on which it can rely, the Customer must obtain specialist advice directly from a manufacturer of virus-checking software or from another specialist with relevant expertise in handling Viruses.

4.7 EE assumes that the Site and Customer's ICT Estate are suitable for the receipt of the Services. Should the performance of the Services be, or will likely be, adversely affected, EE shall in good faith, provide a proposal to address the issue. This may include recommending Additional Services to bring the ICT Estate into a suitable working state so that EE can provide the Services in accordance with the Schedules. EE shall not be liable for any impact on service performance caused by the condition of the Site or the Customer's ICT Estate

4.8 Period of Services availability: 4.8.1 Unless stated otherwise in the Schedules, Helpdesk services will be available between 8am and 6pm Monday to Friday, on Business Days.

4.8.2 Subject to Condition 4.8.3, on-site support will be delivered during the hours expressly specified in the Schedules. Unless stated otherwise in the Service Schedule, EE shall provide the on-site support for 7.5 hours on Business Days excluding; On-Site Staff holidays, statutory holidays and On-Site Staff training days as agreed between EE and the Customer, such agreement not being unreasonably withheld by the Customer.

4.8.3 The Customer accepts that on-site support depends upon the availability of individuals to provide and manage the relevant Services and EE cannot always guarantee the availability of such individuals, e.g., due to illness, statutory parental leave, compassionate leave or other reasons. In these circumstances, EE shall use reasonable endeavours to provide remote support and/or emergency cover to mitigate the impact of such absence.

4.9 Should EE encounter challenges in recruiting onsite staff with the required skillsets due to the salary level on offer, the Customer and EE will jointly conduct a benchmarking exercise to establish a market rate salary for the position. The position will then be re-advertised at the revised rate.

5 Fair Use

5.1 Scope and Purpose:

5.1.1 The Customer acknowledges that EE has designed and priced its Services based on average usage levels, considering the number of Users and the scale of the ICT Estate as of the Commencement Date. This approach ensures a high-quality service for all EE customers, with the expectation that no individual customer, including the Customer, will place excessive demands on EE's resources. Accordingly, the Customer agrees to the provisions set out in this Condition 5.

5.2 Fair Use Limits: 5.2.1 If EE determines, in its sole discretion, and in good faith, that the Customer's use of the Services exceeds reasonable usage limits, EE may take one or more of the following actions:

5.2.2 EE acting in good faith, reserves the right to restrict the Services provided and/or the Customer's use of the Services, and/or the resources allocated for service delivery, as deemed appropriate by EE, and/or

5.2.3 EE may review the scope of the Services and/or review the Charges applicable; and/or

5.2.4 EE may contact the Customer to request modifications to the way the Services and/or associated resources are used. This may include, for example, reducing the number of logged calls, change requests, or service delivery management time. The Customer agrees to comply with such requests and adjust its usage of the Services and resources accordingly.

5.2.5 For clarity, excessive use of the Services may include, but is not limited to, an unusually high volume of logged calls, excessive demands due to out-of-warranty equipment, a significant increase in the number of supported devices, or a substantial expansion of the ICT Estate and/or User base.

5.2.6 EE will notify the Customer of any excessive use and provide an opportunity to adjust their usage before taking corrective action. However, EE may take immediate action if necessary to protect its network, other customers, or to comply with legal obligations.

6 Acceptable Use:

6.1 The Customer is responsible for establishing, implementing, and maintaining an Acceptable Use Policy applicable to all Customer users, contractors, and any other personnel with access to the Customer's information systems and data (collectively, "End-Users"). If

the Customer has no such policy the Contractor's (EE) Acceptable Use Policy will apply. This policy defines the acceptable and prohibited uses of the ICT services, hardware, and software provided under the terms of the ICT supply contract. This policy aims to ensure the integrity, security, and reliability of all the ICT Estate;

6.1.1 The Customer agrees to use the services provided under these Terms for legitimate business purposes only.

6.1.2 The Services must not be used in any manner that:

6.1.2.1 Violates any applicable local, national, or international law or regulation.

6.1.2.2 Engages in any activity that interferes with or disrupts the Services or the networks connected to the Services.

6.1.2.3 Attempts to gain unauthorised access to the Services, other accounts, computer systems, or networks connected to the Services through hacking, password mining, or any other means.

6.2 Engages in any activity that is abusive, fraudulent, or constitutes a violation of the rights of others. Failure to comply with Acceptable Use requirements may result in EE taking appropriate remedial actions, including but not limited to the suspension of services or termination of the agreement, in accordance with the terms and conditions set forth herein.

7 Customer Responsibilities

7.1. The Customer shall be responsible for ensuring that all Users of the ICT Estate comply with the Acceptable Use Policy.

7.2. The Customer shall be responsible for procuring all required internet connections at its cost.

7.3. Unless identified as EE's responsibility, the Customer must maintain secure, good quality current backup copies of all software and data within the ICT Estate. The Customer must provide access to current backup copies to EE and its subcontractors where required.

7.4. The Customer must ensure the configuration, hardware and cabling relating to the ICT Estate is in good working order and complies with any requirements stipulated by EE in any Audit before the Service Commencement Date or any alternative date required by EE.

7.5. Where required to provide any of the Services, the Customer shall ensure the provision of an installed data link through which EE can access the ICT Estate using EE's chosen remote access software and technology. The Customer must also provide access to those areas of the ICT Estate as required by EE for EE to deliver the Services.

7.6. The Customer must permit EE (and its appointed subcontractors) access to the Site to work on the ICT Estate where reasonably required.

7.7. The Customer must nominate at least two (2) contacts (and inform EE) who will act as the liaison between the Site and EE. If there are any changes to such nominated personnel, the Customer shall inform EE immediately.

7.8. The Customer must provide key contacts who can attend regular service review meetings and input into strategic discussions and have the ability to make decisions on behalf of the Customer.

7.9. The Customer must notify EE before making any changes to the ICT Estate. Advance knowledge of planned changes is essential to ensure that EE engineers have current information on the status of the ICT Estate, helping EE to resolve issues affecting the ICT Estate more efficiently. For the avoidance of doubt, the Customer must notify EE of any change of internet service provider.

7.10. For each Site, the Customer shall grant EE non-exclusive rights of access and egress, as well as non-exclusive rights to enter and remain on the Site, as reasonably necessary for providing the Services for the duration of the agreement.

7.11. Where tape media is used for backups, the Customer shall provide a secure location for the storage of data backups. The Customer must provide suitable media to EE for such backups to be performed.

7.12 Customer's Responsibility for Licensing:

7.12.1. The Customer shall ensure that all software, applications, and services provided by Third Parties, used by the Customer, which are not provided by EE (the "Third-Party Software and Services"), are properly licensed and compliant with all applicable licensing agreements and regulations.

7.12.2 Upon EE's request, the Customer shall provide documentation or other evidence demonstrating that the Customer holds valid licenses for all Third-Party Software and Services. Such documentation may include, but is not limited to, license certificates, purchase receipts, and written confirmations from the respective software vendors.

7.12.3 In the event that the Customer is found to be using unlicensed Third-Party Software and Services, EE reserves the right to take appropriate actions, including but not limited to, the suspension of services, termination of the agreement, or requiring the Customer to obtain proper licenses immediately.

7.12.4 The Customer shall indemnify and hold EE harmless from any claims, damages, losses, or expenses arising from the Customer's use of unlicensed Third-Party Software and Services, including any legal fees and costs incurred by EE in connection with such claims.

7.12.5 EE reserves the right to amend or update the requirements of this Condition to reflect changes in legal requirements, industry standards, or EE's policies. The Customer shall be notified inwriting of any such amendments or updates and shall be required to comply with the updated requirements within a reasonable timeframe.

7.13 Requirement for End-User Cybersecurity Training:

7.13.1. The Customer is responsible for providing appropriate Cybersecurity Training applicable to all End-Users with access to the Customer's information systems and data, which shall include, but not be limited to, the following topics:

a. Recognition of phishing and social engineering attacks;

b. Proper use of passwords and authentication methods;

c. Secure handling and sharing of sensitive information;

d. Reporting procedures for suspected cybersecurity incidents;

e. Safe use of email, internet, and social media; and

f. Compliance with applicable data protection regulations and company-specific cybersecurity policies.

7.13.2 The Customer shall ensure that Cybersecurity Training is conducted at least annually and more frequently as needed to address emerging threats and changes in technology and regulatory requirements.

7.13.3 The Customer shall maintain accurate records of all Cybersecurity Training sessions, including dates, attendance, training materials, and any assessments or evaluations conducted.

7.14 The Customer shall be liable for any damages, losses, or expenses incurred by EE as a result of the Customer's failure to comply with the requirements of this Condition, including but not limited to costs associated with addressing and mitigating cybersecurity incidents.

7.15. EE reserves the right to amend or update the requirements of this Condition to reflect changes in cybersecurity best practices, regulatory requirements, or industry standards. The Customer shall be notified in writing of any such amendments or updates and shall be required to comply with the updated requirements within a reasonable timeframe.

8 Price and Payment

8.1 The Charges for the Services shall be as set out in the Schedules. All prices are exclusive of Value Added Tax (and any similar tax) which will be payable by the Customer in addition to the Charges.

8.2 The Charges shall be subject to indexation, with effect from each anniversary of the Service Commencement Date. The Charges shall be revised to reflect any increase in RPIx over the relevant reference period.

8.3 Unless stated otherwise in the Schedules, EE shall invoice the Customer quarterly in advance except for setup costs which are invoiced upfront. The Customer shall pay all invoices within thirty (30) days of the date thereof.

8.4 Any sum payable under this Agreement which is not paid within 7 days after the due date will (without prejudice to EE's other rights and remedies) incur an interest charge on such sums on a day-to-day basis (as well as before any judgment) from the due date to the date of actual payment (both dates inclusive) at the rate as specified in the General Terms and Conditions of Trading. The Customer on demand shall pay such interest.

8.5 All payments will be made without set off or counterclaim or any other withholding whatsoever.

8.6 EE reserves the right to suspend performance of the Services where payment is not received in accordance with this condition 8.1.

8.7 EE will estimate the required number of staff based on the information provided by the Customer. If this number changes—whether due to staff opting not to transfer, resignations during the Agreement term, or other unforeseen circumstances—the Customer shall be responsible for any external agency recruitment costs associated with filling each vacant position.

8.7.1 For clarity, the small recruitment fee per head included in the Schedules covers EE's internal recruitment expenses. These include time allocated by the Resource Manager, HR Manager, and Technical staff, as well as recruitment advertising costs on platforms such as LinkedIn, Indeed, CV Library, and others.

8.7.2 If EE is unable to secure suitable candidates through these methods, EE shall notify the Customer in advance and seek approval before engaging a third-party recruitment agency. Any additional costs incurred from such an engagement shall be passed on to the Customer.

8.8 The Customer acknowledges that if EE or any of its subcontractors incur additional costs beyond their control due to changes in Government legislation—including, but not limited to, increased employer contribution rates, minimum wage adjustments, or other similar regulatory changes—such costs shall be passed on to the Customer.

9 Title and Passing of Risk

9.1 Risk of loss and damage in any EE owned equipment (including loan items) provided by EE to the Customer or installed by EE at the Site for the provision of the Services shall pass to the Customer at the time of such provision or installation. For the avoidance of doubt, EE shall retain title in such EE owned equipment.

10 Confidential Information

10.1 Each of the parties undertakes to the other to keep confidential all information (written or oral) concerning the business and affairs of the other that it shall have obtained or received as a result of the discussion leading up to the entering into or the performance of this Agreement save that which is:

10.1.1. already in its possession or which subsequently comes into its possession other than as a result of a breach of this Condition or;

10.1.2. in the public domain other than as a result of a breach of this Condition.

10.1.3 is required to be disclosed by law, regulation, or a court order, provided that prompt notice is given to the Party whose information is to be disclosed.

10.2 No party shall use the other party's confidential information for any purpose other than to perform its obligations under this agreement.

10.3 Upon termination of this Agreement, or upon the written request from either party, the other party shall promptly:

10.3.1 Return all Confidential Information, including copies and derivatives thereof; or

10.3.2 Destroy all such Confidential Information and provide written confirmation of its destruction, unless retention is required by law.

10.4 The parties acknowledge that any unauthorised disclosure or use of Confidential Information may cause irreparable harm to the other party who shall be entitled to seek such remedies available by law.

10.5 Each of the parties undertakes to the other to take all such steps as from time to time may be necessary to ensure compliance with the provisions of this Condition by its employees, agents, and sub-contractors. The foregoing obligations as to confidentiality shall survive any termination of this Agreement.

11 Warranty and EE's Liability

11.1 EE warrants to the Customer that it will use reasonable skill and care in carrying out the Services. Except as expressly stated in these Conditions, no other warranties, conditions, guarantees or representations whether implied by statute or otherwise, are provided.

11.2 In the event of a breach of the above warranty, EE's sole liability shall be to reperform at its expense any of the Services which do not conform to the warranty.

11.3 EE shall be liable for any loss of, or damage to, tangible property caused by it arising from its performance of the Services, subject always to a maximum aggregate liability of one million pounds (£1,000,000).

11.4 EE shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data, or other intangible losses, resulting from:

11.4.1 The User's interaction with malicious links, content or phishing attempts, whether intentional or accidental.

11.4.2 Unauthorised access to or alteration of the User's transmissions or data resulting from the User's actions or the User's failure to implement appropriate security measures.

11.4.3 Any security breaches or cyber-attacks that result from the User's actions, including but not limited to clicking on malicious links and failure to maintain security protocols.

11.5 The Customer shall indemnify, defend and hold harmless EE and its officers, directors, employees, agents and affiliates from and against any and all claims, liabilities, damages, losses, costs and expenses (including reasonable legal fees and costs) arising out of or in connection with;

11.5.1 The Customer's failure to implement and comply with acceptable security practices and policies.

11.5.2 Any security incidents, data breaches, or cyber-attacks resulting from the Customer's actions or omissions.

11.5.3 Any claims, fines, or penalties resulting from the Customer's breach of data laws (including GDPR or equivalent regulations) due to its own actions.

11.6 EE shall not in any event be liable for any loss of profits or loss of anticipated savings or for any indirect, special, or consequential loss whatsoever and howsoever caused in connection with, or arising out of, the provision of the Services by EE, even if EE shall have been advised of the possibility of such loss. EE shall not be liable for any loss except where it expressly assumes liability for such loss under these Conditions.

11.7 Except in respect of EE's liability for death or personal injury resulting from its negligence or that of its employees or subcontractors or in respect of any claim for non-payment of monies due, no action of any kind in relation to the Services may be brought by either party more than two (2) years after the relevant cause of action has arisen.

11.8 Neither Party limits its liability for:

11.8.1 death or personal injury caused by its negligence, or that of its employees, agents, or sub-contractors (as applicable); or

11.8.2 fraud or fraudulent misrepresentation by it or its employees; or

11.8.3 breach of any obligation as to title implied by statute.

11.8.4 breach of confidentiality or obligations under applicable data protection laws.

11.8.5 any other liability that cannot lawfully be excluded or limited

11.9 Save as expressly stated otherwise above, EE's total aggregate liability under or in any way related to the Services shall not exceed the total sums payable by the Customer for the Services in the relevant contract year.

12 Customer Warranties

12.1 The Customer hereby warrants to EE that the Customer has not been induced to enter into this Agreement by any prior representations or warranties, whether oral or in writing, except as specifically contained in this Agreement and the Customer hereby irrevocably and unconditionally waives any right it may have to claim damages for any misrepresentation not contained in this Agreement or for breach of any warranty not contained herein (unless such misrepresentation or warranty was made fraudulently) and/or to rescind this Agreement.

13 Termination

13.1 Either party shall have the right (without prejudice to any other remedies it may have), at any time by giving notice in writing to the other party, to terminate forthwith the Services provided under these Conditions, in any of the following events:

13.1.1 if the other party commits a material breach of these Conditions which it fails to remedy within thirty (30) days of a notice requiring it to do so (which in the case of the Customer, shall include the non-payment of Charges by the due date for payment or failing to comply with its obligations under Condition 7);

13.1.2 A material breach shall include, but not be limited to, repeated non-payment of Charges, failure to comply with essential service obligations, or any act that significantly impacts the performance of this Agreement. If the defaulting party demonstrates diligent efforts to remedy the breach within the 30-day cure period, the non-defaulting party may, at its discretion, extend the cure period by a reasonable time.

13.1.3 If the other party ceases to carry on business or a substantial part thereof, commits an act of bankruptcy or is adjudicated bankrupt or enters into amalgamation reconstruction or compounds with its creditors generally or has a receiver or manager

appointed over all or any part of its assets or suffers execution or distress or takes or suffers any similar actions in consequence of debt or becomes unable to pay its debts as they fall due.

13.2 On expiry or termination of these Conditions, the Customer grants to EE the irrevocable right to enter the Site during the hours 9.00am to 5.00pm on Business Days to remove any EE-owned equipment (including software) installed by EE on the Site in connection with the Services. The Customer shall ensure that any EE-owned equipment is made available for collection and shall cease using any EE-provided software or services with immediate effect.

13.3 Upon a termination of these Conditions howsoever arising:

13.3.1 EE shall use reasonable endeavours to procure that the benefit of manufacturers' warranties in respect of any equipment bought by EE on behalf of the Customer as part of the Services is assigned, or otherwise transferred, to the Customer;

13.3.2 EE shall in an orderly manner and with due speed, deliver to the Customer all relevant documents relating to the provision of the Services which are under the control of EE and which EE reasonably considers appropriate to provide.

13.4 EE may without notice and without liability suspend the Services if the Customer fails to comply with its obligations under these Conditions, including Condition 7.

13.5 In the event that the Customer terminates this Agreement without giving notice pursuant to Condition 3 hereof, the Customer will pay EE a sum equal to the sum that would have become payable under this Agreement for the balance of the period of the Agreement had the Customer complied with that Condition.

14 Data Protection

14.1 In these Conditions, the terms controller, processor, personal data, special categories of personal data, processing, data protection impact assessment and personal data breach shall have the meanings assigned to them under the General Data Protection Regulation (EU 2016/679)("GDPR") or the UK GDPR, as applicable.

For the purposes of these Conditions, "data" refers to the personal data and special categories of personal data provided by the Customer to EE in connection with this agreement. "Data Protection Legislation" means all applicable data protection and privacy laws in force in the United Kingdom, including but not limited to:

The UK GDPR (the retained EU law version of the GDPR);

The Data Protection Act 2018, including any associated regulations;

The Privacy and Electronic Communications Regulations 2003, as amended; and

Any applicable guidance or codes of practice issued by the Information Commissioner's Office (ICO) or other relevant regulatory authorities, as updated from time to time.

14.2 The parties agree that the Customer is the Data Controller, and European Electronique (EE) is the Data Processor with respect to the processing of personal data under this Agreement.

14.3 Data Controller Responsibilities

14.3.1 The Data Controller warrants that all personal data provided to the Data Processor has been collected, and is being processed, in compliance with applicable Data Protection Legislation, including having a valid lawful basis under the UK GDPR. The Data Controller shall fully indemnify and hold harmless the Data Processor against any claims, fines, losses, or damages, including legal costs, arising from the Controller's failure to comply with its obligations. under this Agreement or applicable law.

14.3.2 The Data Controller is solely responsible for conducting any required Data Protection Impact Assessments (DPIAs) related to the processing activities performed by the Data Processor and for ensuring that appropriate safeguards are in place. The Data Processor shall cooperate with the Controller's DPIA requests only to the extent required by law or as expressly agreed in writing and the Customer shall bear any associated costs.

14.3.3 The Data Controller is fully responsible for handling all data subject requests (including but not limited to access, rectification, and erasure requests) in compliance with Data Protection Legislation. The Data Processor shall assist the Data Controller in fulfilling such requests only where required by law or as expressly agreed in writing, provided that any such assistance shall be subject to reasonable fees and cost reimbursement where applicable.

14.4 Data Processor Responsibilities:

14.4.1 agrees to process personal data only on documented instructions from the Data Controller, unless required to do so by law.

14.4.2 take all reasonable steps to ensure the reliability of any of its staff who have access to and/or process data in connection with the Services, including duties of confidentiality under any employment contracts.

14.4.3 shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk.

14.4.4 shall not engage another processor (sub-processor) without prior specific or general written authorisation of the Data Controller.

14.4.5 shall notify the Data Controller without undue delay upon becoming aware of a personal data breach.

14.4.6 shall notify the Data Controller immediately if it considers that any of their instructions infringe the Data Protection Legislation;

14.4.7 at the request of the Data Controller, the Data Processor shall delete or return all the personal data after the end of the provision of services and delete existing copies unless required by law.

14.4.8 shall provide necessary compliance information but is not obligated to undergo unlimited audits; any audit requests must be reasonable and pre-agreed in writing.

14.5 The Customer acknowledges that EE is reliant on the Customer for instructions regarding the use and processing of personal data. Consequently, EE shall not be liable for any claim, loss, or damages arising from an action or omission resulting from the Customer's instructions.

14.6 European Electronique shall not be liable for unauthorised access to the Customer Data or the unauthorised use of the Services unless such access or use results directly from EE's failure to meet its security obligations expressly stated in this Agreement. The Customer is responsible for all use of the Services, including unauthorised use by employees, third parties, or persons who gained access due to the Customer's failure to implement reasonable security measures.

14.7 The parties also acknowledge that EE may also use services and/or products from other third parties in order to provide the Services under these Conditions and that, in doing so, EE may transfer Data to such third parties. This may include (by way of example only) third parties that provide online storage and other facilities. The Customer consents to the appointment by EE of sub-processors provided that:

14.7.1 EE notifies the Customer in writing of each sub-processor prior to the processing of any data by the relevant sub-processor and shall notify the Customer in writing of any change in the identity of the sub-processor from time to time.

14.8 European Electronique agrees that it will not use or disclose Customer Data, except in connection with the performance or use of the Services, or as may be required by law. European Electronique agrees not to disclose the Customer Data to any third person except as follows:

14.8.1 As required by law; or

14.8.2 In response to a court order or legal process, with at least seven days' prior written notice (unless legally prohibited).

14.9 Customer Data is and, at all times, shall remain the exclusive property of the Customer and will remain in the exclusive care, custody, and control of the Customer.

14.10 The Customer shall indemnify and hold harmless EE against all costs, claims, losses, damages, and expenses (including legal expenses) arising out of, or in connection with, any breach of this Condition 14 by the Customer and/or its employees, agents and/or sub-contractors.

15 Notices

15.1 Any notice required or permitted to be given under this Agreement shall be in writing and may be delivered; by hand or courier service to the registered office or last known business address of the recipient; by prepaid first-class post to the registered office or last known business address of the recipient; or by email, provided that the sender does not receive an automatic error message or bounce-back notification. Notices delivered by hand or courier shall be deemed received at the time of delivery, provided delivery occurs within normal business hours (9:00 AM – 5:00 PM local time on a business day); otherwise, delivery shall be deemed to occur on the next business day. Notices sent by prepaid first-class post shall be deemed received 48 hours after posting, provided there is proof of posting. Notices sent by email shall be deemed received at the time of transmission, provided that: no bounce-back or error notification is received by the sender; and if sent outside normal business hours, it shall be deemed received at 9:00 AM on the next business day. In proving service of a notice, it shall be sufficient to demonstrate; in the case of post, that the notice was correctly addressed and posted; in the case of hand or courier delivery, that the notice was delivered to the correct address; in the case of email, that the notice was transmitted to the correct email address, and the sender did not receive a delivery failure notification.

16 TUPE

16.1 It is acknowledged that TUPE may apply on commencement, during the provision of, and on termination or expiry of the Services in whole or part. Subject to the following provisions, each party agrees with the other to comply with all of its legal obligations under or otherwise in connection with TUPE.

16.2 The Customer acknowledges that EE has relied on certain information and/or assumptions concerning

TUPE matters. Accordingly, the Schedules shall specify the following details (together, the "TUPE Assumptions"):

16.2.1 The number of individuals whose employment will transfer to EE in connection with the Services as a result of TUPE (the "Transferring Employees"); and

16.2.2 All emoluments, payments, costs, and/or liabilities that may be incurred by EE as a result of employing the Transferring Employees (the "TUPE Employment Costs").

16.3 The Customer warrants and represents that all information provided regarding potential TUPE transfers is complete, accurate, and not misleading. The Customer shall:

16.3.1 Provide such details to EE before the Agreement start date; and 16.3.2 Promptly notify EE in writing of any changes to TUPE-related information before the transfer occurs.

16.4 If EE determines there are material discrepancies in the TUPE-related information provided by the Customer, including but not limited to the number of Transferring Employees, their terms of employment, or associated liabilities, EE shall have the right to terminate or renegotiate this Agreement without penalty. The Customer shall indemnify and keep indemnified EE against any and all costs, losses, or liabilities incurred as a result of such discrepancies.

16.5 Only those Transferring Employees and TUPE Employment Costs expressly stated in the Schedules shall be deemed to fall within the TUPE Assumptions. For the avoidance of doubt, if a Schedule does not explicitly detail any Transferring Employees and/or TUPE Employment Costs, EE shall assume that:

16.5.1 There are no Transferring Employees; and 16.5.2 There are no TUPE Employment Costs.

16.6 If any of the TUPE Assumptions prove to be incorrect in any respect, the Customer shall indemnify and keep indemnified EE and/or any relevant subcontractors of EE against:

16.6.1 Any and all Employment Liabilities; and 16.6.2 All costs, losses, damages, liabilities, claims, and expenses (including legal and administrative costs) incurred by EE and/or its subcontractors as a result of the incorrect TUPE Assumptions.

This indemnity shall apply in connection with any person employed by the Customer or any contractor of the Customer whose employment or employment-related claims transfer to EE or any subcontractor of EE due to:

16.6.3 The commencement of the Services (in whole or in part); or

16.6.4 Any subsequent variation of the Services (in whole or in part),

16.6.5 In each case, pursuant to or by virtue of TUPE or where an individual claims that

their employment and/or associated claims transfer.

16.7 Where EE determines that fewer on-site staff are required to operate the Services than those whose employment transfers to EE under TUPE (whether or not identified in the Schedules), EE may undertake a review of the workforce requirements. If, following this review and in compliance with applicable employment laws, EE decides to terminate the employment of any transferred employees (the "Relevant Employees"), the Customer shall indemnify EE and/or any relevant subcontractor against any/all Employment Liabilities arising from claims relating to the Relevant Employees, provided that EE acts in accordance with applicable employment laws.

16.8 The parties may agree that a Restructure Plan is required to provide effective management of the Customer's ICT Estate following the TUPE process.

16.8.1 The Customer's liability to EE under Condition 16.7 may be reduced if, and only to the extent that, the Parties have expressly agreed to include a specified sum (the "Restructure Prepayment") within the Charges as a prepayment towards the Customer's potential liability under this Condition. This reduction shall only apply if all of the following conditions are fully satisfied:

16.8.2 The precise amount of the Restructure Prepayment must be explicitly stated within the Schedules. Any separate agreement on the amount shall not be valid unless it is clearly recorded in the Schedules.

16.8.3 The Restructure Prepayment must be expressly referred to in the Schedules as a "Restructure Prepayment", with a direct reference to this Condition 16.8.

16.8.4 The Schedules must clearly set out how the Restructure Prepayment is incorporated into the Charges, specifying which payments include the Restructure Prepayment. All such payments must have been received by EE in full and in cleared funds for the reduction in liability to apply. EE shall have no obligation to reduce its claim under this Condition in respect of any portion of the Restructure Prepayment that has not been fully paid.

16.8.5 The Customer shall bear full responsibility for all employment-related costs arising from any restructuring, including (but not limited to) severance payments, legal fees, and administrative costs. The existence of a Restructure Prepayment shall not limit EE's right to recover the full costs of restructuring beyond the amount of the Restructure Prepayment, where applicable.

16.9. Pension-Related Benefits

16.9.1. Notwithstanding the above provisions of this Condition 16 and/or anything stated to the contrary in any Schedules (whether explicit or implicit), EE accepts that the sole liability that it will have in relation to the provision of retirement related benefits (including without limitation any pension) to or otherwise in respect of any Transferring Employees shall be an ongoing employer contribution to the relevant pension scheme of a fixed annual percentage (as advised annually by the Pension Fund Group for Local Government Pension Schemes (LGPS)) of the base salary of such Transferring Employees registered as a member of the LGPS.

16.9.2 The Schedules shall specify the applicable employer pension contribution rate for the Transferring Employees. Where no such percentage is expressly stated in the

Schedules, the employer contribution rate shall be assumed to be no greater than ten percent (10%) of the base salary of the Transferring Employees (the "Assumed Pension Costs").The employer contribution assumed shall be the "Assumed Pension Costs". If the actual employer pension contribution rate exceeds ten percent (10%) of the base salary, the Customer shall indemnify and keep indemnified EE against all additional costs arising from the increased contribution obligation beyond the Assumed Pension Costs.

16.9.3 If at any time EE and/or any subcontractor of EE becomes liable for any costs of any kind (including without limitation as a result of increased employer contribution rates and/or any exit or deficit payment and/or any costs associated with the actuarial evaluation of the pension scheme or actuarial shortfalls) in excess of the Assumed Pension Costs, the Customer shall indemnify and keep indemnified EE and/or any relevant subcontractor against such liability.

17 Non-Solicitation

17.1 The Customer warrants that during the term of the Services and for a period of 12 months following the termination or expiration of the Services, it shall not, directly or indirectly, solicit, engage, employ, or otherwise retain any employee of EE who has been involved in the provision of the Services to the Customer. This restriction applies whether or not the employee is actively engaged in providing the Services at the time of the solicitation or engagement.

17.2 The Customer further agrees to procure that any third party engaged or employed by them will not solicit or employ any employee of EE during the period specified in Condition 17.1 without EE's prior written consent.

17.3 The Customer agrees that, should it or any third party breach this non-solicitation provision, the Customer shall pay EE liquidated damages in an amount equal to:13 weeks total employment cost for the said employee and any associated recruitment costs. The Customer further agrees to reimburse EE for any training costs incurred by EE in respect of training undertaken by the employee in the 12 months preceding the employee's termination. The parties agree that this sum is a reasonable pre-estimate of the loss likely to be suffered by EE in the event of such abreach. 17.4 The provisions of this Condition shall not apply if:

17.4.1 The employee is applying for a position that has been publicly advertised by the Customer, in accordance with its usual recruitment procedures; and was not targeted at EE employees specifically.

17.4.2 The employee is not directly involved in providing the Services to the Customer and is recruited for a role with substantially different duties.

17.5 This Condition shall not apply in the case of a transfer of an employee pursuant to the Transfer of Undertakings (Protection of Employment) Regulations (TUPE).

18. Dispute Resolution

18.1 The Parties shall resolve Disputes arising out of or in connection with this Agreement in accordance with the Dispute Resolution Procedure, Schedule 4

18.2 The Contractor shall continue to provide the Goods and/or Services in accordance with the terms of this Agreement until a Dispute has been resolved.

19 Miscellaneous

19.1 EE shall be fully entitled to use, in any way it deems fit, any skills, techniques, concepts, or know-how acquired, developed, or used in the course of performing the Services, provided that this does not include confidential information, proprietary data, or intellectual property belonging to the Customer.

19.2 Neither party shall be liable to the other for any delay or failure to perform its obligations under these Conditions (other than for payment of money) due to causes beyond its reasonable control ("Force Majeure"). Such causes include, but are not limited to, acts of God, natural disasters, lightning, flood, subsidence, earthquake, extreme weather conditions, epidemic, pandemic, fire, explosion, war, civil disorder, acts of terrorism, industrial disputes, legislative changes, or government actions.

19.2.1 The affected party shall notify the other party as soon as reasonably practicable after becoming aware of a Force Majeure event.

19.2.2 Force Majeure shall not relieve the affected party from payment obligations unless performance is impossible due to the event.

19.3 Failure or delay by EE in enforcing any right or remedy under these Conditions shall not constitute a waiver of such rights, nor prevent EE from enforcing them at a later time.

19.4 Nothing in these Conditions shall be construed as creating a partnership, joint venture, agency, or employment contract between the Customer and EE.

19.5 If any provision of these Conditions is found to be invalid or unenforceable, the remainder of the Conditions shall continue in full force and effect.

19.6 Neither party shall assign, transfer, or novate these Conditions without the prior written consent of the other, except that EE may assign this Agreement without consent in the event of a merger, acquisition, corporate restructuring, or sale of its business or assets.

19.7 EE shall be entitled to subcontract the performance of its obligations under these Conditions and may use third-party services to deliver the Services. EE remains responsible for ensuring that its subcontractors comply with relevant obligations under these Conditions.

19.8 No term of these Conditions shall be enforceable by any person or entity who is not a party to it under the Contracts (Rights of Third Parties) Act 1999, except where expressly stated otherwise in these Conditions.

19.9 The Customer shall ensure that it, and all of its staff, agents, contractors, and other parties performing obligations under these Conditions, comply with all applicable anti-bribery and anti-corruption laws, regulations, and codes of conduct in all jurisdictions. The Customer shall, upon reasonable request by EE and where required by law or regulatory authorities, provide evidence of compliance measures in place.

19.10 These Conditions shall be governed by and construed in accordance with the laws of England, and the parties agree to submit to the exclusive jurisdiction of the English courts.

19.11 Where the Customer comprises two or more persons, their liability and obligations to EE shall be joint and several.

19.12 The Customer acknowledges that it has read and agrees to be bound by these Conditions. These Conditions, including Schedules, the Customer's order, and all incorporated documents, constitute the entire agreement between the parties. Each party acknowledges that in entering into these Conditions, it has not relied on any prior statement, representation, or warranty, except as expressly set out in these Conditions. Nothing in this condition shall exclude liability for fraudulent misrepresentation.

19.13 EE reserves the right to amend these Conditions by providing the Customer with not less than thirty (30) days' written notice.