



# FREEDOM PRIVATE CLOUD Terms & Conditions

(Effective from April 2026)

European Electronique Limited – Freedom Private Cloud Terms & Conditions

## TERMS & CONDITIONS

These Terms and Conditions apply to the provision of the Freedom Private Cloud service supplied by:

### European Electronique Limited

Forward House, Oakfield Industrial Estate  
Eynsham, Oxfordshire OX29 4TT  
Company No: 01704440

Freedom Private Cloud is provided as an **Infrastructure as a Service (IaaS)** solution under which the Supplier provides the underlying infrastructure, and the Customer remains responsible for its operating systems, applications and data hosted within the Services.

The Supplier does not manage or support the Customer's operating systems or applications unless expressly stated in the Agreement.

## PART A – MAIN CONDITIONS

### 1. Definitions and Interpretation

- 1.1 The definitions set out in Schedule 1 apply to this Agreement.
- 1.2 In the event of any conflict:
  - 1.2.1 These Conditions prevail over any Schedule.
  - 1.2.2 A Schedule prevails over a Service Description unless expressly stated otherwise.
- 1.3 Service Levels are targets unless expressly stated as guaranteed.

### 2. Formation and Commencement of Agreement

- 2.1 An Agreement is formed when:
  - 2.1.1 the Customer signs an Order Form, Contract Details or otherwise accepts a quotation in writing; or
  - 2.1.2 the Supplier commences the provision of the Services;whichever occurs first.
- 2.1.3 The Agreement shall commence on the date specified in the applicable Order Form or, if no date is specified, on the date the Services commence.
- 2.2 The Agreement may provide that any Initial Charges are payable in advance of the commencement of the Services.
- 2.3 These Conditions apply to the Agreement to the exclusion of any other terms that the Customer seeks to impose or incorporate.
- 2.4 The Services are standardised cloud services and are not bespoke unless expressly agreed in writing by the Supplier.
- 2.5 Except as expressly provided in this Agreement, no variation shall be effective unless it is agreed in writing and signed by authorised representatives of both parties.
- 2.6 The Agreement consists of:
  - 2.6.1 the Order Form or Contract Details;
  - 2.6.2 these Terms and Conditions, together with the General Terms and Conditions of Trading;
  - 2.6.3 the Service Schedules; and
  - 2.6.4 any third-party terms applicable to services or components provided under the Agreement.

### 3. Provision of Services

- 3.1 The Supplier shall:
  - 3.1.1 provide the Services with reasonable skill and care;
  - 3.1.2 follow Good Industry Practice; and
  - 3.1.3 comply with Applicable Law.
- 3.2 The Services are provided as an Infrastructure as a Service (IaaS) solution. The Supplier does not manage, support or maintain the Customer's operating systems, applications, software or data, unless expressly agreed in writing.
- 3.3 The Supplier may update, enhance, modify or replace infrastructure, hardware, software or technical components used to deliver the Services, provided that such changes do not materially reduce the core functionality of the Services as described in the applicable Scope of Works.
- 3.4 Exclusion of Implied Terms and Compatibility
  - 3.4.1 Save as expressly provided in this Agreement, all conditions, warranties and other terms which might otherwise be implied by statute,

common law or otherwise are excluded to the fullest extent permitted by Applicable Law.

3.4.2 The Services are provided as a standardised cloud infrastructure service. The Supplier does not warrant that the Services will be compatible with any third-party software, applications, systems or environments not expressly identified in the applicable Scope of Works or Service Schedule.

3.4.3 The Supplier does not warrant that the Services will operate error-free or without interruption were used in conjunction with:

- (a) unsupported operating systems;
- (b) third-party software not supplied or expressly approved by the Supplier; or
- (c) Customer-configured integrations, customisations or modifications.

3.4.4 The Supplier does not warrant that the Services are fit for any particular purpose unless that purpose has been expressly agreed in writing.

### 3.5 Excused Performance and Hybrid Environment

The Supplier shall not be liable for, nor be deemed in breach of this Agreement (including any Service Level), to the extent that any failure, interruption, delay or degradation of the Services arises from:

3.5.1 any act or omission of the Customer, its employees, agents, contractors or third-party suppliers;

3.5.2 any failure, malfunction, misconfiguration or inadequacy of Customer Equipment, Customer networks, Customer connectivity, or third-party software not under the Supplier's control;

3.5.3 any failure of the Customer to implement recommended upgrades or capacity increases;

3.5.4 any failure of the Customer to report an incident in accordance with the relevant Service Schedule;

3.5.5 planned maintenance carried out in accordance with the maintenance windows specified in Schedule 4;

3.5.6 emergency maintenance, provided that the Supplier uses reasonable endeavours to give prior notice where practicable; or

3.5.7 an Event of Force Majeure.

3.6 Any degradation or failure of the Services arising from the Customer's configuration, software, integrations, network environment or use of third-party software shall not constitute a failure by the Supplier to meet any Service Level.

## 4. Agreement Amendments and Changes to Terms

4.1 The Supplier may amend these Conditions from time to time.

4.2 The Supplier shall give the Customer not less than sixty (60) days' written notice of any amendment to these Conditions.

4.3 Clause 4 shall not apply to:

4.3.1 adjustments made under Clause 7 (Charges and Payment); or

4.3.2 updates to service documentation, policies, technical specifications or operational procedures relating to the Services.

4.4 If an amendment under this Clause has a material adverse effect on the Customer's use of the Services, the Customer may terminate the affected Services by giving written notice before the amendment takes effect.

4.5 Minor amendments that do not materially affect the Customer's use of the Services shall not give rise to any right of termination.

## 5. Security

5.1 The Supplier shall implement and maintain appropriate technical and organisational measures designed to protect the security and integrity of the Services and Customer Data.

5.2 Such measures shall be consistent with Good Industry Practice and appropriate to the nature of the Services provided.

5.3 The Supplier shall maintain appropriate access control procedures and security processes to prevent unauthorised access to systems used to deliver the Services.

5.4 The Customer is responsible for maintaining appropriate security of its own systems, user accounts and access credentials used to access the Services, including enabling multi-factor authentication for administrative access where such functionality is available.

5.5 The parties acknowledge that the detailed obligations relating to the Processing of Personal Data are set out in Clause 19.

## 6. Service Levels and Service Credits

6.1 Service Levels are set out in Schedule 4.

6.2 If a Service Level is not met, the Customer's sole and exclusive remedy is Service Credits.

6.3 Service Credits:

6.3.1 apply only to Recurring Charges;

6.3.2 must be claimed within 30 Business Days;

6.3.3 are capped at 100% of monthly Recurring Charges.

6.4 Service Credits do not apply where failure results from:

6.4.1 Force Majeure;

6.4.2 Scheduled maintenance;

6.4.3 Third-party failures;

6.4.4 Customer breach or failure.

6.5 Service Credits shall not exceed the Charges payable for the affected Service in the relevant month.

## **7. Charges and Payment**

7.1 The Customer shall pay the Charges in accordance with the Order Form and this Clause 7.

7.2 Unless otherwise agreed in writing, Charges shall be invoiced in advance.

7.3 The Customer shall pay all invoices in full within thirty (30) days of the invoice date.

7.4 All payments shall be made in pounds sterling (£) without deduction, set off or counterclaim.

7.5 The Supplier may charge interest on overdue amounts at a rate of 2.5% per annum above the base lending rate of Barclays Bank plc, accruing daily from the due date until payment is received in full, whether before or after judgment.

7.6 Recurring Charges shall increase automatically on each anniversary of the Commencement Date by the percentage increase (if any) in the Retail Price Index (RPI) published by the Office for National Statistics for the preceding 12-month period.

7.7 An increase under Clause 7.6 shall not constitute a variation of this Agreement and shall not give rise to any right of termination.

7.8 The Supplier may increase Charges to reflect:

7.8.1 increases in electricity or power costs incurred in delivering the Services;

7.8.2 increases imposed by third-party software, licensing or infrastructure providers used specifically to deliver the Services;

7.8.3 new or increased taxes, levies, regulatory fees or statutory charges.

7.9 The Supplier shall provide reasonable notice of any increase under Clause 7.8.

7.10 Any other change to pricing shall require written agreement between the parties.

7.11 All Charges are exclusive of VAT, which shall be payable at the applicable rate.

7.12 The Customer shall not be entitled to withhold or delay payment of any undisputed amount pending resolution of any dispute.

7.13 The Customer shall reimburse the Supplier for reasonable costs incurred in recovering overdue amounts.

7.14 The Customer shall be entitled to request a change to the Service provision in writing. Upon receipt and if acceptable to the Supplier the Supplier will advise the Customer as to whether the Change Request is chargeable, if so, will then provide the Customer with the appropriate charges for the implementation of the change.

## **8. Customer Obligations**

8.1 The Customer shall:

8.1.1 co-operate with the Supplier;

8.1.2 provide accurate and complete information and documentation in a timely manner;

8.1.3 maintain adequate insurance;

8.1.4 unless otherwise agreed and specified in the schedules, the Customer shall obtain and maintain all necessary licences, consents and permissions required for the operation of its operating systems, applications and software hosted within the Services and shall comply with all applicable software licence terms.

8.1.5 unless otherwise agreed and specified in the schedules, the Supplier shall not be responsible for verifying the Customer's software licensing compliance and shall not be liable for any failure by the Customer to obtain or maintain appropriate licences.

8.1.6 where Microsoft software is provided by the Supplier under a Service Provider Licence Agreement (SPLA), the Customer shall use such software only in accordance with the applicable Microsoft licence terms.

8.1.7 the Customer is responsible for the configuration, management and security of its operating systems, applications and data hosted within the Services.

8.1.8 use the Services in accordance with Applicable Law;

8.1.9 provide the Supplier with both a business and out of hours contact telephone number and name in order for the Supplier to be able to notify the Customer of any Events. An attempt by the Supplier to contact the Customer at such number shall fulfil the Supplier's duty to notify the Customer of any such Event;

8.1.10 not use the Services unlawfully or in any manner that may damage, disrupt or compromise the Supplier's systems, infrastructure or network.

8.2 The Supplier may suspend the Services immediately if it reasonably believes that the Customer's use of the Services breaches this Clause or poses a material security risk to the Supplier's systems or other customers.

## **9. Capacity and Usage**

### 9.1 Agreed Capacity

The Services are provided subject to the capacity and resource allocations specified in the Order Form or applicable Scope of Works ("Agreed Capacity").

### 9.2 Growth Projection

If the Customer requires increased capacity beyond the Agreed Capacity, the Supplier may offer additional capacity subject to a revised quotation and agreement between the parties.

### 9.3 Performance Disclaimer

The Supplier shall not be liable for any degradation in performance or failure to meet a Service Level to the extent caused by usage materially exceeding the projected capacity.

## **10. Rights of the Supplier**

10.1 All IP addresses assigned to the Customer by the Supplier remain the property of the Supplier and will be returned to the Supplier on Agreement termination.

10.2 The Customer acknowledges that the Supplier is entitled on consultation with the Customer to change any IP Address(es) within any range or allocation made available to the Customer.

10.3 The Supplier shall be entitled to relocate the Freedom Services to an alternative facility on (except in the case of emergency) not less than sixty (60) days' written notice to the Customer. The Supplier shall use its reasonable endeavours to ensure that the disruption caused to the Customer's business is kept to a minimum.

## **11. Intellectual Property**

11.1 All Intellectual Property Rights in the platform and Services remain the Supplier's property.

11.2 Customer retains ownership of Customer Data.

11.3 Any deliverables specifically created and paid for by the Customer are licensed (not assigned) on a perpetual, non-exclusive basis for internal use.

11.4 Mutual IP infringement indemnities apply.

11.4.1. The Supplier shall indemnify the Customer against any third-party claim that the

Services infringe intellectual property rights, provided that the Customer:

- (a) promptly notifies the Supplier;
- (b) allows the Supplier to control the defence; and
- (c) provides reasonable cooperation.

11.4.2 The Customer will indemnify the Supplier against all liability arising in relation to any infringement of any Intellectual Property Rights of any third party or otherwise in connection with the Customer Data.

## **12. Confidentiality and Freedom of Information**

12.1 Each party shall keep Confidential Information confidential. No party shall use the other party's confidential information for any purpose other than to perform its obligations under this Agreement. "Confidential Information" means any information relating to the business, affairs, technology, pricing, know-how or intellectual property of a party that is disclosed under or in connection with this Agreement.

12.2 The Clause 12.1 does not apply to information which:

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

12.2.2 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.

12.3 Where the Customer is subject to FOIA, the Supplier shall cooperate as reasonably required.

12.4 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.

12.5 The foregoing obligations as to confidentiality shall survive any termination of this Agreement.

### **13. Limitation of Liability**

13.1 The Supplier's total aggregate liability arising out of or in connection with this Agreement shall not exceed 100% of the Charges paid by the Customer in the twelve (12) months preceding the event giving rise to the claim.

13.2 The Supplier's maximum aggregate liability for any loss or damage to tangible property shall be limited to £1,000,000.

13.3 Neither party is liable for:

13.3.1 loss of profit;

13.3.2 loss of revenue;

13.3.3 loss of goodwill or reputation;

13.3.4 loss of data;

13.3.5 loss of business;

13.3.6 loss of anticipated savings;

13.3.7 Regulatory fines; and

13.3.8 Indirect, consequential or special loss.

13.4 Nothing limits liability for:

13.4.1 death or personal injury;

13.4.2 fraud;

13.4.3 liability that cannot be excluded by law.

### **14. Term and Termination**

14.1 The Agreement comes into force on the commencement date as per Clause 2.1 and continues for the Minimum Period.

14.2 At the end of the Minimum Period 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) before the end of the Minimum Period of its intent not to renew the Services. Such notice to expire on or after the expiry of the Minimum Period.

14.3 If any undisputed invoice remains unpaid after the due date, the Supplier may issue written notice requiring payment. If payment is not received within ten (10) calendar days of that notice, the Supplier may terminate the Agreement.

14.4 Both Parties shall be entitled to terminate the Agreement immediately for:

14.4.1 insolvency or a winding up order;

14.4.2 application to the court for the appointment of an administrator;

14.4.3 Material Breach which, if capable of remedy, is not remedied within fourteen (14) days after receipt of written notice specifying the breach and requiring its remedy.

14.5 If any undisputed invoice remains unpaid for more than fourteen (14) days after the due date, the Supplier may suspend the provision of the Services on giving the Customer not less than five (5) Business Days' written notice until payment is received in full.

14.6 No step-in rights apply.

### **15. Effect of Termination**

15.1 The expiry or termination of the Agreement shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party.

#### **Exit and Transition Services**

15.2 Following expiry or termination of the Agreement, the Customer shall remove all data, unless separate arrangements are made with the Supplier regarding data removal or migration and transition services. If the Customer fails to remove all data by the termination date the Supplier may remove the data, any charges relating to this work will be passed on to the Customer.

15.3 The Supplier shall provide all reasonable assistance to the Customer to enable a smooth transition of the Services. Should the Customer require additional services, including the migration of data, transfer of documentation, and co-operation with any replacement service provider, the Supplier shall prepare with the Customer an Exit Plan which will include a transfer of data in a format agreed with the Customer. These services shall be provided on a chargeable basis at the rate stipulated in the Schedules of the Agreement.

15.4 All IP addresses assigned to the Customer by the Supplier shall be returned to the Supplier upon termination of the Agreement.

## 16. Force Majeure

16.1 In the event of a Force Majeure, the Supplier shall notify the Customer and use reasonable endeavours to minimise the impact of the event on the delivery of the Services.

16.2 Neither party shall be liable for delay or failure caused by events beyond reasonable control, including without limitation: pandemic, DDoS attack, utility failure, or government action, industrial disputes, act of God, fire, flood, storm, accidents, default of suppliers or sub-contractors.

## 17. Assignment and Subcontracting

17.1. The Customer shall not be entitled to assign or subcontract the Agreement, all or any of its rights and obligations thereunder, without the prior written consent of the Supplier, such consent not to be unreasonably withheld or delayed.

17.2. The Supplier shall be entitled to assign or subcontract the Agreement, all or any of its rights and obligations under the Agreement, to any person without the prior written consent of the Customer.

## 18. Dispute Resolution

18.1. In the event a dispute arises between the parties in connection with the performance of this Agreement, the parties shall follow the procedure below:

18.1.1 either party shall give to the other written notice of the dispute setting out its nature and full details ("Dispute Notice"), together with any supporting documents. The parties through their authorised representatives shall attempt in good faith to resolve the dispute.

18.1.2 if the authorised representatives are unable to resolve the dispute within fourteen (14) days of the issue of the Dispute Notice, then the Dispute shall be escalated to the parties' senior management who shall make reasonable efforts to resolve the dispute in good faith to their mutual satisfaction.

18.1.3 If the dispute is not resolved within fourteen (14) Business Days, either party may refer the matter to mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) rules.

## 19. Data Protection

### 19.1 Definitions

For the purposes of this Clause:

"Data Protection Legislation" means all applicable data protection and privacy legislation in force in the United Kingdom from time to time, including:

19.1.1 the UK General Data Protection Regulation (UK GDPR);

19.1.2 the Data Protection Act 2018; and

19.1.3 the Privacy and Electronic Communications Regulations 2003 (as amended).

The terms Data Controller, Data Processor, Data Subject, Personal Data, Personal Data Breach and Processing shall have the meanings given in the Data Protection Legislation.

### 19.2 Roles of the Parties

19.2.1 The Customer is the Data Controller, and the Supplier is the Data Processor.

19.2.2 Both parties shall comply with their respective obligations under Data Protection Legislation.

19.2.3 The scope, nature, purpose and duration of Processing, together with the types of Personal Data and categories of Data Subjects, are set out in this Agreement, together with its Schedules.

### 19.3 Customer (Controller) Obligations

19.3.1 The Customer shall:

- (a) ensure that it has a lawful basis for Processing and sharing Personal Data with the Supplier, and 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;
- (b) provide lawful instructions to the Supplier;
- (c) be responsible for handling and responding to Data Subject requests; and
- (d) conduct any required data protection impact assessments.

### 19.4 Supplier (Processor) Obligations

19.4.1 The Supplier shall:

- (a) Process Personal Data only on documented instructions from the Customer unless required by law;
- (b) ensure that persons authorised to Process Personal Data are subject to confidentiality obligations;

- (c) implement appropriate technical and organisational measures to protect Personal Data, taking into account the nature of the Processing and the risks involved;
- (d) notify the Customer without undue delay upon becoming aware of a Personal Data Breach affecting Customer Data;
- (e) assist the Customer, at the Customer's cost where appropriate, in responding to Data Subject requests and complying with its obligations relating to security, breach notification and impact assessments;
- (f) delete or return Personal Data at the end of the Agreement, at the Customer's written direction, unless required by law to retain it;
- (g) not transfer Personal Data outside the UK unless permitted under Data Protection Legislation and appropriate safeguards are in place;
- (h) only appoint sub-processors under a written contract imposing equivalent data protection obligations and notify the Customer of any intended material changes to sub-processors.

#### 19.5 Data Deletion/Return Clause

Upon termination of the Agreement and at the written request of the Customer, the Supplier shall delete or return Customer Data in its possession, except where the Supplier is required by law to retain the data or where such data remains in routine backup systems, in which case it shall be securely deleted in accordance with the Supplier's standard data retention and backup policies.

#### 19.6 Audit

The Supplier may satisfy its audit obligations by providing relevant policies, certifications or independent third-party audit reports (including ISO 27001 or equivalent).

On-site audits by the Customer shall be permitted no more than once in any twelve-month period, on reasonable written notice, during normal business hours and at the Customer's cost, and must not unreasonably interfere with the Supplier's business operations or the security of other customers.

#### 19.7 Security Responsibility

The Supplier shall not be responsible for unauthorised access to Customer Data unless such access results from the Supplier's failure to comply with its obligations under this Clause.

##### 19.7.1 The Customer is responsible for:

- (a) user access controls;
- (b) password security;
- (c) misuse of the Services by its personnel;
- (d) any security failure within its own systems or networks.

#### 19.8 Ownership

Customer Data remains the exclusive property of the Customer.

#### 19.9 Limitation of Liability

Liability arising from or in connection with this Clause 19 shall be subject to the exclusions and limitations set out in Clause 13.

## 20. Notices and Communications

20.1 Any notice or other communication given under the Agreement must be in writing.

20.1.1 Notices may be sent by post or email to the address of the relevant party set out in the Agreement, or to any other address notified by that party in writing for the purposes of this Clause 20.

20.1.2 A notice shall be deemed to have been received:

- (a) if sent by post, two (2) Business Days after the date of posting, provided there is proof of posting; and
- (b) if sent by email, at the time the email enters the recipient's mail server, provided that the sender does not receive an automated delivery failure notification.

20.2 The Customer is responsible for ensuring that accurate and up-to-date contact details are maintained for its nominated contacts and shall promptly notify the Supplier of any changes to such details.

20.3 The Supplier shall not be responsible for any delay, failure or shortfall in the provision of the Services arising from the Supplier's inability to contact the Customer using the contact details provided by the Customer.

20.4 This Clause 20 applies only to formal notices under the Agreement (including notices relating to termination, breach or other contractual rights). Operational communications relating to the day-to-day delivery of the Services may be sent to the operational contacts notified by the parties from time to time.

20.5 This Clause 20 does not apply to the service of any proceedings or other documents in a legal action to which the Civil Procedure Rules apply.

## **21. General**

### 21.1 Order of Precedence

If there is any conflict or inconsistency between the documents forming this Agreement, the following order of precedence shall apply (highest priority first):

- a. the Order Form or Contract Details;
- b. the main Terms and Conditions of this Agreement;
- c. the Service Schedules;
- d. any Scope of Works or Service Description; and
- e. any other supporting documents or appendices.

### 21.2 No Waiver

21.2.1 A failure or delay by either party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

21.2.2 A single or partial exercise of such right or remedy shall not prevent or restrict the further exercise of that or any other right or remedy.

### 21.3 Relationship of the Parties

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership, joint venture, agency or employment relationship between the parties.

### 21.4 Entire Agreement

21.4.1 This Agreement, together with the documents referred to in it, constitutes the entire agreement between the parties and supersedes and replaces all previous agreements, contracts, negotiations, arrangements, understandings and representations between them relating to its subject matter, whether written or oral and whether signed or unsigned.

21.4.2 Each party acknowledges that in entering into this Agreement it does not rely on any statement, representation or warranty not expressly set out in this Agreement.

21.4.3 Nothing in this Clause shall limit or exclude liability for fraud or fraudulent misrepresentation.

### 21.5 Variation

Except as expressly provided in this Agreement, no variation to this Agreement shall be effective unless it is agreed in writing and signed by authorised representatives of both parties.

### 21.6 Severability

If any provision of this Agreement is found by any court or competent authority to be invalid or unenforceable, that provision shall be deemed severed and the remaining provisions shall continue in full force and effect.

If any invalid or unenforceable provision would be valid if part of it were deleted or modified, the provision shall apply with the minimum modification necessary to make it valid and enforceable.

### 21.7 Governing Law and Jurisdiction

This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales.

The parties submit to the exclusive jurisdiction of the courts of England and Wales.

**PART B – SCHEDULES****Schedule 1 – Definitions**

In this Agreement, unless the context otherwise requires:

“**Agreement**” means the agreement between the Supplier and the Customer comprising the Order Form, these Terms and Conditions and the Schedules.

“**Applicable Law**” means all laws, statutes, regulations and regulatory requirements in force from time to time in the United Kingdom that are applicable to the provision or use of the Services.

“**Charges**” means the fees payable by the Customer for the Services as set out in the Order Form or relevant Schedule.

“**Commencement Date**” means the date on which the Agreement comes into force in accordance with Clause 2.

“**Confidential Information**” means all confidential information disclosed by one party to the other in connection with this Agreement, including commercial, financial, technical or operational information, whether disclosed orally, electronically or in writing.

“**Customer**” means the organisation purchasing the Services as identified in the Order Form.

“**Customer Data**” means all data, including Personal Data, that is provided to, stored on, or processed through the Services by or on behalf of the Customer.

“**Data Protection Legislation**” means all applicable data protection and privacy legislation in force in the United Kingdom, including the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 (as amended).

“**Event**” means any incident, alert, service interruption, security issue or operational condition affecting the Services which requires investigation, notification or remediation by the Supplier.

“**Force Majeure**” means any event beyond the reasonable control of a party including acts of God, flood, fire, pandemic, cyber-attack, utility failure, industrial disputes or governmental action.

“**Good Industry Practice**” means the degree of skill, diligence, prudence and foresight reasonably expected from a competent supplier providing services similar to the Services.

“**Infrastructure as a Service (IaaS)**” means a cloud service model in which the Supplier provides and manages the underlying infrastructure, including compute, storage and networking resources, while the Customer is responsible for the operating systems, applications and data hosted on the infrastructure.

“**Intellectual Property Rights**” means all patents, copyrights, trademarks, database rights, design rights, trade secrets and other intellectual property rights whether registered or unregistered.

“**IP Address(es)**” means an internet protocol address.

“**Material Breach**” means a breach of this Agreement that substantially deprives the non-breaching party of the benefit of the Agreement, or which materially affects the provision, use or security of the Services.

“**Order Form**” means the document setting out the commercial terms of the Services agreed between the parties.

“**Personal Data**” has the meaning given in the Data Protection Legislation.

“**Schedules**” means the schedules attached to and forming part of this Agreement.

“**Scope of Works**” The Scope of Work (SOW) is a document which forms part of the Agreement between the Supplier and the Customer, which specifies and details all the scope of IaaS to be delivered under the Agreement. It defines the project requirements, milestones and deliverables.

“**Services**” means the Freedom Private Cloud services provided by the Supplier as described in the Agreement and the relevant Schedules.

“**Service Levels**” means the service performance targets set out in Schedule 4.

“**Service Credits**” means the credits payable in accordance with Schedule 4 where applicable Service Levels are not met.

“**Service Schedule**” are schedules incorporated into the Agreement these are follows:

Schedule 1 – Definitions

Schedule 2 - Scope of Works

Schedule 3 –Infrastructure as a Service Components

Schedule 4 – Service Level Agreement

Schedule 5 – European Electronique – Standard Terms and Conditions

## Schedule 6 – 3rd Party Trading Conditions

“**Supplier**” means European Electronique Limited.

“**Supported Software**” - any operating system and software applications identified in the Contract as being supplied by the Supplier.

**1.2 Interpretation**

In this Agreement, unless the context otherwise requires:

1.2.1 Clause and Schedule references are references to clauses of and schedules to this Agreement.

1.2.2 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement.

1.2.3 References to a statute or statutory provision include any amendment, modification or re-enactment of that legislation.

1.2.4 Words importing the singular include the plural and vice versa.

1.2.5 References to a person include an individual, company, charity, public authority or other legal entity.

1.2.6 Headings are included for convenience only and shall not affect the interpretation of this Agreement.

1.2.7 In the event of any conflict between documents forming part of this Agreement, the order of precedence set out in Clause 21 shall apply.

## Schedule 2 - Scope of Works

The Scope of Work (SoW) is comprised of the following attached Documents:

1. Infrastructure as a Service Proposal
2. Outline Plan of Works
3. Other relevant documents such as: Discovery, Scheme of Work, etc
- 4.

## Schedule 3 – Infrastructure as a Service Components

Contract Duration

CPU

RAM

Disk Size

Storage

Total Annual Price

The Service Components include immutable backups of all server VMs with a standard retention policy of 60 days, which cannot be modified. These backups are for our Disaster Recovery Plan, and customer access is not included in the standard service. Customers may request a quote for access.

EE will provide Freedom Cloud services with the above forecasted allocated resources for the contract term.

Service Components are based on projected platform usage, and actual consumption may vary, though the minimum commitment remains unchanged.

The minimum commitment level cost of the Freedom Cloud Platform resources will be fixed for the term of the contract but will be subject to RPI.

Any additions will be charged at the agreed rates.

## Schedule 4 – Service Level Agreement

This document contains information on how to log a support ticket with European Electronique’s Central Service Desk supplied as part of customers Infrastructure as a Service (IaaS)

**Step 1 – Accessing Support**

Tickets can be logged with Service Desk during the standard hours of Monday to Friday, 8.00am to 6.00pm, excluding Bank Holidays:

**Telephone:** 01865 734444

**Email:** [EEFreedom.Support@euroele.com](mailto:EEFreedom.Support@euroele.com)

Note: Tickets can be logged via the email address 24/7/365. Tickets raised outside of the standard hours will be responded to on the next working day.

### Step 2 – Call Logging Requirements

When logging a support call with European Electronique, you will need to provide the following information:

- Your establishment name or contract number
- Your contact details
- Details of problem or scope of requirement

Please have this information to hand when placing your call, as it will help us to increase the efficiency of the call logging process and ensure the appropriate resources are assigned.

### Step 3 – Unique Reference Number

Once your call has been logged you will be given a Unique Reference Number which should be noted and quoted whenever you have a query relating to that specific ticket.

### Step 4 – Call Assignment

Your call will be allocated to the appropriate resolving group. All calls are monitored and managed by the Central Service Desk to ensure the call meets the service levels in place.

### Step 5 – Call Updates

If you have provided us with an email address, you will receive automated email updates as your call progresses towards closure. If you require an update over the phone, then please call the Central Service Desk, and quote your URN.

## Service Annex A – Service and Priority

### Incident Priority Classification

#### Priority 1 — Critical

##### Definition:

- Complete loss of Freedom Platform service or full production outage
- No viable workaround available
- Significant multi-site business impact
- Immediate operational risk

##### Response Commitments:

- Immediate triage and initiation of incident response
- Senior technical staff engaged without delay

#### Priority 2 — High

##### Definition:

- Severe degradation of a critical function
- Workaround may exist but is insufficient to maintain normal operations
- Affects a large user base or critical business deadlines

##### Response Commitments:

- Rapid response and accelerated triage

- Targeted escalation if impact increases or workaround fails
- Regular status updates until service stability is restored

**Priority 3 — Medium****Definition:**

- Non-critical malfunction or functional limitation
- Workaround available and business operations can continue
- Limited user or service impact

**Response Commitments:**

- Response during core business hours unless otherwise agreed
- Scheduled updates and resolution based on impact and resource availability
- Included within normal service queue prioritisation

**Priority 4 — Low****Definition:**

- Minor issues with no production impact
- Informational or cosmetic requests
- General queries, documentation needs, or low-urgency service improvements

**Response Commitments:**

- Handled within standard service queues
- Updates provided as part of business-as-usual workflows
- May be bundled into planned maintenance or backlog cycles

**Communication Model****Priority 1 (Critical)**

- Immediate notification to support leadership
- Regular updates until stability confirmed
- Formal incident report issued after closure

**Priority 2 (High)**

- Expedited triage and communication
- Escalation to senior engineers as needed
- Regular updates until stability confirmed

**Priority 3 (Medium)**

- Communication during normal business hours
- Included in scheduled support cycles
- Updates on progress provided at agreed intervals

**Priority 4 (Low)**

- Managed through standard queue
- Updates provided through routine service reporting

- Closure coordinated with requestor based on availability

#### Resolution & Work Tracking

- All incidents are logged and tracked within the designated ITSM platform.
- Resolution requires validation with the customer.
- Documentation of root cause (where applicable) included for P1 incidents.
- Problems and recurring issues may be moved into Problem Management for long-term remediation.

#### Response Targets

Response times are measured during the above service window. Issues can be reported by email 24x7x365 and will be actioned during the next active service window.

Description	Response	Target	Details
Telephone call logging	Less than 60 seconds	95%	98% calls answered within 60 seconds
Email Call Logging	Less than 20 minutes	95%	95% submitted by email assigned to an engineer within 20 minutes

#### Stopping the Clock

On occasion, European Electronique will 'stop the clock' if we require information outside of our control to progress a call. Tickets will be put on hold when European Electronique require additional action or information from the Customer to assist in diagnosing and/or resolving the issue or the issue has been escalated to a 3<sup>rd</sup> party.

#### Customer Escalation

An escalation should only be raised if European Electronique has failed to meet agreed service levels and key performance indicators or if you feel a request is not progressing as it should.

All escalations are recorded and tracked on our Service Management System and form part of daily service reporting to ensure that all escalations are dealt with appropriately.

#### Escalation Path

Escalation Point	Contact	Email	Telephone
1	Service Desk Analyst Central Service Desk	<a href="mailto:servicedesk@euroele.com">servicedesk@euroele.com</a>	01865 734444
2	David Coombs Service Desk Manager	<a href="mailto:David.Coombs@euroele.com">David.Coombs@euroele.com</a>	01865 734444
3	Jamie Goswell Head of Service	<a href="mailto:Jamie.goswell@euroele.com">Jamie.goswell@euroele.com</a>	01865 734444
4	Peter Anderson Head of Service Sales	<a href="mailto:Peter.Anderson@euroele.com">Peter.Anderson@euroele.com</a>	01865 883300
5	Yolanta Gill CEO	<a href="mailto:Yolanta.Gill@euroele.com">Yolanta.Gill@euroele.com</a>	01865 883300

#### Service Responsibilities

The RACI below outlines a proposed responsibilities matrix for the service:

Area	Responsibilities	EE	Customer
<b>Call Logging</b>	Provision of helpdesk system for logging tickets.	✓	
	Provide the ability to raise tickets via phone or email.	✓	
<b>Escalations</b>	Provision of a clear escalation process for the Customer's IT team to follow, as required.	✓	
<b>Ticket Updates</b>	Provide timely updates to the Customer's IT team of the status of tickets.  <i>Updates to be provided via the helpdesk system (automated emails when ticket status changes or when service reports are updated), telephone and email.</i>	✓	
<b>EE Freedom Hardware and Management Software Support</b>	Monitor the systems.	✓	
	Receipt of all fault reports		
	Investigate any issues for investigation and resolution.		
	Provision of software updates for Freedom hardware and software.	✓	
	Apply firmware updates, hotfixes, and software revision updates.	✓	
	Provide a facility to raise changes.  <i>As per 'Call Logging' (numbers 1 and 2).</i>	✓	
	Review previous and upcoming changes with the Customer Change Advisory Board (CAB) and via an electric CAB for discussions outside of the reviews.  Only conduct any service impacting maintenance following a maintenance notice that has been provided at least 2 weeks in advance	✓	
	Agree to 'down time' maintenance windows that will be communicated with no less than 2 weeks' notice		✓
<b>Customer environment hosted on Freedom</b>	Monitor the systems.		✓
	Receipt of all fault reports		
	Investigate any issues for investigation and resolution.		
	Apply firmware updates, hotfixes, and software revision updates.		✓
	Environment capacity management		✓
	Request changes if environment capacity needs to be increased		✓
	Log tickets when diagnostic assistance is required from European Electronique		✓
Provide reasonable diagnostic assistance as requested by a customer	✓		

Schedule 5 – European Electronique – Standard Terms and Conditions

Schedule 6 – 3rd Party Trading Conditions – if applicable

Schedule 7 – Microsoft Licensing Terms