



CLOUDREACH SUPPLIER TERMS (the “Supplier Terms”)

BACKGROUND

- (A) Supplier and Buyer have agreed that Supplier will provide certain services to Buyer.
- (B) The Services (as defined below) ordered by Buyer are more particularly detailed in one or more separately stated Call-Off Contracts.
- (C) These Supplier Terms together with the terms and conditions of any applicable Call-Off Contracts (as defined below) states the terms and conditions under which Supplier will supply and Buyer may use the Services.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATIONS

1.1 The definitions and rules of interpretation in this clause apply to these Supplier Terms and the applicable Call-Off Contracts. Terms not defined in these Supplier Terms shall have the meaning given to them in the Call-Off Contract.

“Business Hours” means the local standard business hours of 9am - 6pm for the applicable timezone(s) in the country(ies) in which the Services are being performed, from Monday to Friday excluding public holidays in the applicable country.

“Buyer’s Manager” means the Buyer’s manager for the Services, appointed in accordance with clause 3.1.

“Deliverables” means all Documents, products and materials developed by Supplier or its agents, subcontractors, consultants and employees in relation to the Services in any form, including computer programs, data, reports and specifications (including drafts).

“Document” includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

“Input Material” means all Documents, information and materials provided by the Buyer relating to the Services, including computer software, data, reports and specifications.

“Pre-existing Materials” means all Documents, information and any tangible or intangible materials (including hardware, software, source code, methodologies, know how, processes, techniques, ideas, concepts, technologies and data) provided by Supplier relating to the Services which existed prior to the commencement of the applicable Call-Off Contract or are independently developed, including computer software, data, reports and specifications, and any modifications and enhancements thereto.

“Supplier’s Equipment” means any equipment, including tools, systems, software, cabling or facilities, provided by Supplier or its subcontractors and used directly or indirectly in the supply of the Services.

1.2 Where the words include(s), including or in particular are used in these Supplier Terms or any Call-Off Contract, they are deemed to have the words without limitation following them.

1.3 References to clauses are to the clauses of these Supplier Terms.

1.4 A reference to a party includes its successors and permitted assigns.

2. SUPPLIER'S OBLIGATIONS

2.1 Supplier shall use reasonable endeavours to meet project milestones (if any) specified in a Call-Off Contract.

2.2 Statements made by Supplier relating to the Services, and all surveys, forecasts, recommendations and opinions (together "**Projections**") in any Deliverables are made in good faith on the basis of information available at the time. Projections are not a representation, undertaking or warranty as to outcome or achievable results.

2.3 Implementation of the results of the Services and completion of any project of which the Services form part may require the involvement or supervision of or giving advice to third parties engaged by the Buyer. The Buyer is responsible for obtaining independent advice before entering into any legally binding commitment with any such third parties.

2.4 Supplier may, during its performance of the Services, make statements about or recommendations of third party software, equipment or services. No warranty shall be attributable to Supplier with respect to such software, equipment or services, and the Buyer shall look solely to the warranties and remedies provided by any such third party with whom it may contract.

2.5 No conditions, warranties or other terms apply to any Services (including any software) supplied by Supplier under any Call-Off Contract unless expressly set out in these Supplier Terms or an applicable Call-Off Contract. Subject to the limitations of liability as set out in a Call-Off Contract, no implied conditions, warranties or other terms apply (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description). In addition, Supplier does not warrant or enter into any other term to the effect that any software or any technology provided in connection with any Call-Off Contract will be entirely free from defects or that its operation will be entirely error free.

3. BUYER'S OBLIGATIONS

3.1 The Buyer shall:

(a) cooperate with Supplier in all matters relating to the Services and carry out all other responsibilities set out in these Supplier Terms and all Call-Off Contracts in a timely and efficient manner. In the event of any delays in Buyer's provision of such assistance as agreed by the parties, Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;

(b) appoint the Buyer's Manager, who shall have the authority contractually to bind the Buyer on matters relating to the Services;

(c) provide, for Supplier, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Buyer's premises, staff, office accommodation, Buyer's Equipment, data and other facilities (including remote access to all systems using the Buyer's preferred remote access solution) as reasonably required by Supplier for the purposes of providing the Services;

(d) ensure that any premises to which Supplier personnel have access for the provision of the Services fully complies with applicable health, safety and Buyer security regulations and best practices. Buyer shall not expose Supplier personnel to unnecessary risk or danger to personal safety. Buyer shall ensure that Supplier personnel are made aware of all relevant safety and security procedures and regulations;

(e) provide, such Input Material and other information as Supplier may reasonably require and ensure that it is accurate in all material respects;

(f) provide prior notice to Supplier of any changes, works, projects undertaken by the Buyer or any third party which are likely to affect the Services or the manner in which the Services are provided to Buyer by Supplier pursuant to the applicable Call-Off Contracts and continuously collaborate with Supplier with all due skill and care to minimise or remove any adverse impact which such changes, works and projects may have on the Buyer and the



benefits which the Buyer is deriving from the Services;

(a) If the delivery of the Services involves one or more third party engaged by Buyer, Buyer shall facilitate the communication and promote the cooperation between Supplier and such relevant third parties. If requested by Supplier, Buyer shall cause such third parties to enter into nondisclosure agreements with Supplier reasonably acceptable to Supplier. Buyer further acknowledges and agrees that Supplier shall not be responsible to Buyer if it is unable to comply with its obligations under these Supplier Terms and/or the applicable Call-Off Contract as a result of the acts or omissions of these third parties engaged by Buyer with which Supplier has no contractual relationship.

3.2 Within a reasonable period of time upon provision of the Services under a Call-Off Contract to the Buyer's satisfaction, Buyer shall provide written consent (including via email) to Supplier to add Buyer (including Buyer's logo) as a reference on Supplier's website located at www.cloudreach.com and in such other relevant media as Supplier requests (Buyer consent not to be unreasonably withheld or delayed).

3.3 Buyer shall comply with all reasonable instructions notified by Supplier to Buyer from time to time relating to the Services.

4. CHARGES AND PAYMENT

4.1 In consideration of the provision of the Services, the Buyer shall pay the charges set out in the applicable Call-Off Contract in the manner set out in these Supplier Terms and/or the applicable Call-Off Contract.

4.2 Where Services are provided on a time and materials basis:

(b) the charges payable for the Services shall be calculated in accordance with Supplier's agreed daily rates as set out in an CallOff Contract;

(c) Unless stated otherwise, Supplier's agreed daily rates for each individual person are calculated on the basis of an eighthour day, worked during Business Hours;

(d) Supplier shall be entitled to charge an overtime rate of 50% of the agreed daily rate on a prorata basis for each part day or for any time worked by individuals whom it engages on the Services outside Business Hours.

4.3 If Supplier is required to travel to Buyer's premises or any other third party premises in order to deliver the Services to Buyer, travel and subsistence expenses shall be charged as mutually agreed between the parties and in accordance with the applicable G-Cloud 10 SFIA rate card.

4.4 Neither party may set off any payment obligations it may incur under these Supplier Terms against any fees owed and not yet paid by the other party under these Supplier Terms and/or any other Call-Off Contract or agreements between the parties.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 Buyer will leave in place (and not alter or obscure) all proprietary notices and licences contained in the Deliverables and the Supplier's Background IPRs.

5.2 Buyer acknowledges and agrees that the Buyer's use of the Deliverables and/or Services may be conditional on either: (i) Supplier obtaining a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle Supplier to license such rights to the Buyer; (ii) the Buyer obtaining a written licence from the relevant licensor or licensors as the case may be; or with respect to open source or other free third party applications (iii) Buyer authorising Supplier to accept such third party applications' terms and conditions on behalf of Supplier.



5.3 In delivering the Services, Supplier may be required to install and/or configure third party applications on Buyer's Equipment such as Java (<http://www.oracle.com/technetwork/java/javase/downloads/index.html>) or Apache (<http://httpd.apache.org/>). Such software is free of charge (which includes but is not limited to open source) that may be distributed or modified under the terms of their relevant licence. Supplier disclaims all liability and copyright interest in such software components. Any fees paid by Buyer to Supplier are not for any such software. Any licence associated with such a software component shall apply to that component and will not apply to Supplier's proprietary software or any other third-party licensed software that constitute a part of the Services.

6. DATA PROTECTION

6.1 Buyer shall not by its acts or omissions cause Supplier or any of its employees, directors, agents, independent contractors and/or subcontractors) to be in breach of applicable Data Protection Legislation.

6.2 Buyer will use commercially reasonable efforts to restrict Supplier's access to Buyer Data to those types of access that are unavoidable as incidental to the Services.

7. TERMINATION

On termination of a Call-Off Contract by either party:

- (a) the Buyer shall, within a reasonable time, return all Supplier Equipment and Supplier Confidential Information; and
- (b) the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

8. GENERAL

8.1 Buyer understands its business needs and has determined independently that the Deliverables and Services will meet its needs.

8.2 Neither party shall, without the prior written consent of the other party, at any time until a period of 12 months after the the expiry or termination of the latest applicable Call-Off Contract, solicit or entice away from either party or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of either party in the provision of the Services. A party shall not be in breach of this clause 8.2 as a result of running a national advertising campaign open to all comers and not specifically targeted at any of the staff or the customers of the other party. If either Supplier or Buyer commits any breach of this clause 8.2, the breaching party shall, on demand, pay to the claiming party a sum equal to one year's basic salary or the annual fee that was payable by the claiming party to that employee, worker or independent contractor plus the recruitment costs incurred by the claiming party in replacing such person.