



## G Suite Basic Terms & Conditions

### THE PARTIES HAVE AGREED AS FOLLOWS:

This G Suite Basic Agreement (the "Agreement") is entered into by and between Netpremacy Limited, whose registered office is situated at 6 Wellington Place, Leeds LS1 4AP ("Netpremacy") and the Customer identified on the Order Form ("Customer").

This Agreement comprises these terms and conditions and the Order Form. This Agreement is effective on the date on which the Customer signs the Order Form ("Effective Date").

This Agreement governs Customer's access to and use of the Service. In the event of any conflict between this Agreement and any other document referred to as containing terms that relate to the Service, this Agreement shall prevail. In the event of any conflict between these terms and conditions and the Order Form, the Order Form shall prevail.

### 1. Definitions

- 1.1. "Administrator Account" means the account provided to Customer by Netpremacy for the purpose of administering the End User Accounts.
- 1.2. "Administrative Console" means the online tool Customer may use to access reporting and certain other administration functions. The Administrative Console will be located at a URL that will be provided by and may be updated by Netpremacy from time to time.
- 1.3. 'Affiliate' means any subsidiary, holding company or ultimate holding company (as defined in s1159 of the Companies Act 2006) from time to time of a party and any subsidiary from time to time of such party's ultimate holding company.
- 1.4. "Brand Features" shall mean the trade names, trademarks, service marks, logos, domain names and other distinctive brand features of each party and of Google as secured by each of them from time to time.
- 1.5. "Confidential Information" means written or oral information that is considered by the party disclosing the information to be confidential and/or proprietary information relating to the business of either party which is received as a result of this Agreement or the discussions leading up to it including without limitation: the terms of this Agreement; technology, software, tools, specifications, architecture, structure, protocols or plans for the future; information concerning customers, suppliers, personnel or other business relationships; sales and marketing plans, financial information, pricing and any other information which either party reasonably considers to be confidential.
- 1.6. 'Contract Year' means the 12 month period from the Effective Date or any anniversary thereof.
- 1.7. "Customer Content" means any editorial, text, graphic, audiovisual and other content that is served to End Users and that is not provided by Netpremacy.
- 1.8. "Customer Domain Name(s)" means the domain name(s) owned by Customer and specified by Customer during the set up process.
- 1.9. "End Users" means Customer's employees, consultants, agents and contractors who are registered to use the Service.



- 1.10. "End User Account" means Google-hosted accounts provided to End Users through the Service for the purpose of enabling such End Users to use the Service.
- 1.11. "Google" means Google Inc and its subsidiaries.
- 1.12. "Intellectual Property Rights" means any and all rights existing from time to time under patent law, copyright law, database rights law, semiconductor chip protection law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide.
- 1.13. "Service" means the services currently referred to by Netpremacy as 'G Suite Basic' that is hosted by Google and provided to Customer under this Agreement.
- 1.14. "Service Level Agreement" or "SLA" means the Service Level Agreement located at the following URL: <http://www.google.com/a/help/intl/en-GB/admins/sla.html> (or such other URL as may be provided by Netpremacy).
- 1.15. "Service Pages" mean the web pages displaying the Service to End Users.
- 1.16. "Start Page" means the Google-hosted web page provided through the Start Page Service if Customer enables this service.
- 1.17. "Start Page Service" means the service that provides Customer with a Start Page that enables: (i) certain customisation by the Customer through the Administrative Console; and (ii) enables further customisation by each End User with an End User Account to create a personalised default home page.
- 1.18. "Start Page Terms of Service" means the terms of service located at the following URL: [http://www.google.com/a/help/intl/en-GB/admins/startpage\\_terms.html](http://www.google.com/a/help/intl/en-GB/admins/startpage_terms.html) (or such other URL as may be provided by Netpremacy) and which terms and conditions govern Customer's use of the Start Page Service.
- 1.19. "Technical Support Services" means the technical support services provided by Netpremacy to Customer (if ordered by the Customer) as set out in Attachment 1.

## **2. Services**

### **Scope**

- 2.1. Netpremacy will use commercially reasonable efforts to provide the Service to Customer during the term of this Agreement. Netpremacy's provision of the Service to Customer is subject to the Service Level Agreement.
- 2.2. Subject to the terms and conditions of this Agreement, Customer may use the Service to: (a) provide End User Accounts to End Users; and (b) administer such End User Accounts through the Administrative Console.
- 2.3. Customer acknowledges that the Service is not a telephony service and that the Service is not capable of placing or receiving any calls, including emergency services calls, over publicly switched telephone networks.
- 2.4. Unless otherwise agreed by Netpremacy in writing, Customer shall create and administer End User Accounts and otherwise use the Service in a manner that complies with the technical and implementation requirements as reasonably requested by Netpremacy from time to time.



Netpremacy will verify, prior to the commencement of the Service, that the Customer Domain Names are owned by Customer. If Customer does not own the Customer Domain Names as provided to Netpremacy, then Netpremacy will have no obligation to provide Customer with the Service.

- 2.5. Notwithstanding anything to the contrary, Netpremacy will have no obligation to process requests to create or administer End User Accounts that are not sent in compliance with the requirements of this Agreement.
- 2.6. For the purposes of this Section 2.6, "Personal Data" has the meaning given in the Directive 95/46/EC of the European Directive and of the Council of 24<sup>th</sup> October 1995. To the extent it processes any Personal Data on behalf of the Customer, Netpremacy warrants that: (a) it shall comply with the provisions of the Data Protection Act 1998 or any other applicable data protection legislation in any jurisdiction relating to the Service; (b) it shall act only on instructions from the Customer; and (c) it has in place appropriate technical and organisational security measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data. Personal Data will not be sent out of the European Economic Area however it is agreed that information collected by Netpremacy may be stored and processed in the United States where Google or its agents maintain facilities provided that all such facilities shall adhere to security standards no less protective than the security standards at facilities where Google stores and processes its own information of a similar type and such facilities shall at all times throughout the duration of this Agreement shall be part of the data protection Safe Harbor regime. By using the Service, Customer consents to any such transfer, processing and storage of information.
- 2.7. Customer is solely responsible for monitoring, responding to, and otherwise processing emails sent to the "abuse" and "postmaster" aliases for Customer Domain Name(s); however, Customer acknowledges and agrees that Netpremacy/Google may also monitor, respond to or otherwise process emails sent to such aliases for Customer Domain Name(s).

### 3. **Customer Obligations**

Administrative Policy; Privacy; Compliance with Law

- 3.1. Customer agrees to comply with the policy for the Services available at [http://www.google.com/a/help/intl/en-GB/admins/premier\\_education\\_program\\_policies.html](http://www.google.com/a/help/intl/en-GB/admins/premier_education_program_policies.html) (or such other URL as Netpremacy may provide) (the "Admin Policy") which is incorporated herein by this reference and which may be updated from time to time.
- 3.2. Customer agrees to protect the privacy of End Users through a policy which shall comply with all applicable laws and regulations and which shall be communicated to End Users.
- 3.3. Customer shall comply with all applicable laws, rules and regulations in connection with its use of or access to the Service.

Customer Administration of the Service

- 3.4. Customer may specify one or more administrators through the Administrative Console who shall have rights to access Customer's Administrator Account(s) and to administer the End User Accounts.
- 3.5. Customer will receive a password and an Administrator Account to use in connection with administering the End User Accounts (and the Start Page if enabled by Customer). Customer shall maintain the confidentiality of the password and the Administrator Account (designating those employees who are authorised to access the Administrator Account and limiting the



scope of such authorisation to performance of duties under the Agreement) and shall ensure that all activities that occur in connection with the Administrator Account comply with the Admin Policy and the terms of this Agreement. Customer shall immediately notify Netpremacy of any unauthorised use of, or access to, the Service, Customer's administrator privileges, password or Administrator Account, or of any other breach or attempted breach of which it becomes aware, including, without limitation, any security breach. Netpremacy shall not be liable for any loss or damage resulting from or in connection with Customer's failure to comply with the security obligations set out in this Section 3.5.

- 3.6. The Service does not include Customer's access connection to the Internet or any equipment necessary for Customer to make such connection, which are Customer's sole responsibility.

#### Suspension and Termination of Accounts

- 3.7. Netpremacy reserves the right: (i) upon commercially reasonable notice (which may be via email) to suspend administrative access to the Service in response to Customer's material breach of any applicable terms of use or other policy, (ii) to suspend the Service (or any component(s) of the Service as applicable) if, after using commercially reasonable efforts to discuss any such breach with Customer, the issue is not resolved; and (iii) to terminate the Service if Customer has not cured any such breach within thirty (30) days of the commencement of such suspension in accordance with Section 3.7(ii). Customer acknowledges and agrees that under no circumstances will Netpremacy be liable in any way if the Service is terminated under Section 3.7(iii). Customer agrees to cooperate with Netpremacy where the provisions of this Section 3.7 apply, including without limitation suspending or terminating any End User Account or administrator's access to the Service if requested by Netpremacy.

#### Permissible Use

- 3.8. Customer shall use the Service only for purposes that are lawful, proper and in accordance with the Agreement and any applicable policies or guidelines, (including but not limited to the G Suite Basic via Reseller Agreement). In addition to the Agreement, Customer's use of some specific Netpremacy services is governed by the policies or guidelines that are presented to Customer when Customer signs up for or accesses those services and which are hereby specifically incorporated into this Agreement.

#### 4. Restrictions

- 4.1. Except as expressly permitted by Netpremacy, Customer shall not alter, delete or modify any attributions included within the Service.
- 4.2. Customer agrees that it will not engage in any activity that interferes with or disrupts the Service or servers or networks connected to the Service.
- 4.3. Except for modifications made to the Start Page Service permitted through use of the Administrative Console, Customer shall not alter the Service or any information transmitted through the Service to End Users (except, with respect to the latter, as otherwise may be necessary to comply with the terms of the Agreement and/or commercially reasonable internal policies of Customer).
- 4.4. Except as expressly permitted in this Agreement or as otherwise agreed by Netpremacy in writing, Customer shall not transmit, display or otherwise make available (or allow End Users or any other third party to transmit or make available) any content or documentation provided by Netpremacy to Customer in connection with the Service.
- 4.5. Customer will not, and will not allow third parties to, use or access the Service in a manner not in compliance with the terms of this



Agreement. Customer shall monitor and disable any such access or use by unauthorised parties (including, but not limited to, spammers or any third party sites).

**5. Technical Support Services**

- 5.1. Netpremacy will use reasonable efforts to provide the Technical Support Services during the term of this Agreement.

**6. Price and Payment**

- 6.1. Unless otherwise agreed payment must be made in pounds sterling, within thirty (30) days of the Customer receiving the invoice.
- 6.2. Value Added Tax will be charged at the rate applicable at the date of the invoice. All amounts paid after the due date will bear interest at the highest rate allowed by law from the date when payment was due until the date payment is received. If the Customer fails to make a payment by the due date, the Customer will be responsible for all expenses (including legal fees) incurred by Netpremacy in collecting the amounts due.
- 6.3. The Customer shall notify Netpremacy if at any time their actual usage exceeds the registered usage and the parties shall agree in writing any increase in the registered usage and fees accordingly.

**7. Confidential Information**

- 7.1. Each party shall keep the other party's Confidential Information confidential unless:
- 7.1.1. the Confidential Information was already known, or became lawfully known to either of the parties independently;
  - 7.1.2. the Confidential Information is in, or comes into, the public domain other than due to wrongful use or disclosure by either party;
  - 7.1.3. disclosure or use of the Confidential Information is necessary to carry out the Agreement;
  - 7.1.4. disclosure or use of the Confidential Information is required by law; or
  - 7.1.5. disclosure or use of the Confidential Information is to or by, a party's legal advisor or a party's accountant.
- 7.2. Each party shall ensure that any of its employees, agents, subcontractors, legal advisers, accountants to whom Confidential Information is disclosed abide by the terms of this Section 7.

**8. Ownership; Restricted Use**

- 8.1. Google and its licensors shall own all right, title and interest, including without limitation all Intellectual Property Rights relating to the Service (and any derivative works or enhancements thereof whether provided under the Technical Support Services or otherwise), including but not limited to, all software, technology, information, content, materials, guidelines and documentation, except that Google does not own Customer Content, or any End User or third-party content and/or information used as a part of the Service, including the content of communications appearing as part of the Service. Customer shall not acquire any right, title or



interest therein, except for the limited use rights expressly set forth in this Agreement. Any rights not expressly granted herein are deemed withheld.

- 8.2. Netpremacy does not own third party content used as part of the Service, including the content of third party communications appearing on the Service. Title, ownership rights and Intellectual Property Rights in and to the content accessed through the Service are the property of the applicable content owner and may be protected by applicable copyright or other law.
- 8.3. Except as permitted by law, Customer shall not, and shall not allow any third party to:
  - 8.3.1. transfer, sell, lease, syndicate, sub-syndicate, lend or use for co-branding, timesharing, service bureau or other unauthorised purposes any Service or access thereto;
  - 8.3.2. modify, copy, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from any Service or any other Google technology, content, data, routines, algorithms, methods, ideas, design, user interface techniques, software, materials and documentation;
  - 8.3.3. remove, deface, obscure or alter Google's copyright notice, trademarks or other proprietary rights notices affixed to or provided as a part of any Service, or any other Google technology, software, materials and documentation;
  - 8.3.4. "crawl", "spider", index or in any non-transitory manner store or cache information obtained from the Service;
  - 8.3.5. create or attempt to create a substitute or similar service or product through use of or access to any of the Service or proprietary information related thereto; or
  - 8.3.6. use the Service for High-Risk Activities as described in Section 12.
- 8.4. Any and all third party binary or source code included in each portion of the Service may be used only in conjunction with such portion of the Service, and such use shall be subject to all the terms and conditions of the Agreement.

## 9. **Brand Features**

- 9.1. Except as expressly allowed by Netpremacy, Customer shall not remove or alter any Brand Features, copyright or other proprietary notices, legends, symbols, or labels appearing on or in the Service provided to Customer.
- 9.2. Subject to the terms and conditions of this Agreement, Customer grants to Netpremacy for the duration of this Agreement a limited, non-exclusive licence (which Netpremacy may sublicense to Google) to display those Customer Brand Features expressly authorised for use in this Agreement, solely for the purposes expressly set forth herein. Netpremacy shall at all times act on the instructions of the Customer in connection with the use of the Customer Brand Features.
- 9.3. Notwithstanding anything to the contrary, Customer may revoke the licence granted herein to use Customer's Brand Features upon providing Netpremacy with written notice thereof and a reasonable period of time to cease such usage.
- 9.4. Service Pages, including the Start Page, may display Customer's Brand Features only within designated areas as Customer shall specify from time to time using the automated features included in the Administrative Console.



- 9.5. Notwithstanding Section 9.4, Netpremacy may prominently display on all Service Pages Google's Brand Features including but not limited to a graphic module, in the form as provided by Netpremacy from time to time, that unambiguously indicates that the Services and Start Page Service are provided by Google. Customer agrees that it shall not place anything on the website located at the Customer Domain Name or any Services Page that in any way implies that information or services other than the Service and Start Page Service are provided by Google, unless otherwise expressly provided herein.
- 9.6. Each party shall own all right, title and interest, including without limitation all Intellectual Property Rights, relating to its Brand Features. Google shall own all right, title and interest, including without limitation all Intellectual Property Rights, relating to its Brand Features. Except to the limited extent expressly provided in the Agreement, neither party grants, nor shall the other party acquire, any right, title or interest (including, without limitation, any implied licence) in or to any Brand Features of the other or of Google; and all rights not expressly granted herein are deemed withheld. All use by Netpremacy of Customer Brand Features (including any goodwill associated therewith) shall inure to the benefit of Customer and all use by Customer of Netpremacy Brand Features or Google Brand Features (including any goodwill associated therewith) shall inure to the benefit of Netpremacy and Google respectively.
- 9.7. To the extent that Customer is using or displaying any Google Brand Features in connection with the Services, Customer agrees to comply with Google's "Guidelines for Third Party Use of Google Brand Features" located at the following URL: <http://www.google.co.uk/permissions/guidelines.html> (or such other URL as Netpremacy may provide from time to time).
- 9.8. Customer upon written request may remove any Netpremacy branding they deem necessary.
10. **Publicity**
- 10.1. Netpremacy will not include the Customer's name in any customer listing or case reference without the prior written consent of the Customer (to be withheld at the Customer's sole discretion).
11. **Representations and Warranties**
- 11.1. Each party represents and warrants that it has full power and authority to enter into this Agreement.
- 11.2. Customer represents and warrants that:
- 11.2.1. Customer or one of its Affiliates owns and controls one hundred percent (100%) of the Customer Domain Name(s);
  - 11.2.2. Customer has and will maintain all rights, authorisations and licences that are required to permit Customer to use the Service;
  - 11.2.3. the execution and delivery of this Agreement and the performance by Customer of its obligations thereunder, will not constitute a breach or default of or otherwise breach any agreement to which such party or any of its affiliates are a party or infringe any rights of any third parties arising therefrom;
  - 11.2.4. Customer shall comply with all laws, regulations and ordinances applicable to Customer's use of the Service; and



- 11.2.5. Customer has and will maintain all rights as shall be required to send the information it provides to Netpremacy pursuant to this Agreement.

## **12. Warranty Disclaimer**

- 12.1. The terms and conditions in this Agreement are in lieu of all warranties, conditions, undertakings, terms, conditions and obligations concerning the Services which might but for this clause have effect between Netpremacy and the Customer including without limitation any express or implied warranties of merchantability or fitness for a particular purpose. Netpremacy assumes no responsibility for the use of the Service. Netpremacy makes no representations about any content or information made accessible by the Service. Netpremacy does not warrant that the functions contained in the Service will be uninterrupted or error-free.
- 12.2. Customer acknowledges that the Service is not fault-tolerant and is not designed or intended for uses such as the operation of nuclear facilities, air traffic control or life support systems, where the failure of the service could lead to death, personal injury or environmental damage ("High Risk Activities").

## **13. Indemnification**

- 13.1. Customer will defend, or at its option settle, any third party lawsuit or proceeding brought against Netpremacy by a third party based upon or otherwise arising out of:
  - 13.1.1. Customer Content, Customer Domain Name(s) and/or Customer Brand Features;
  - 13.1.2. Customer's use of the Service where such use is not in accordance with this Agreement, including those additional terms expressly incorporated by reference;
  - 13.1.3. Customer's disclosure of End User information; and/or
  - 13.1.4. any End User's use of the Service, where such use is not in accordance with this Agreement, including those additional terms expressly incorporated by reference.
- 13.2. Save as provided under Section 13.3, Netpremacy will defend, or at its option settle, any third party lawsuit or proceeding brought against Customer based upon or otherwise arising out of a claim that either any technology used to provide the Service or any Netpremacy/Google Brand Feature infringe(s) or misappropriate(s) any copyright, trade secret or trade mark of such third party.
- 13.3. In no event shall Netpremacy have any obligations or liability under Section 13.2 arising from:
  - 13.3.1. use of any Service or Netpremacy/Google Brand Features in a modified form or in combination with materials not furnished by Netpremacy/Google, and
  - 13.3.2. any content, information or data provided by Customer, End Users or any other third parties.
- 13.4. Netpremacy, at its sole and reasonable discretion, reserves the right to terminate Customer's continued use of any Service or Netpremacy/Google Brand Features which are alleged or believed by Netpremacy to infringe any third party's Intellectual Property Rights. Where this Agreement is terminated in accordance with this Section 13.4, if applicable, Netpremacy shall promptly refund to the Customer any fees paid in advance on a pro rata basis.



- 13.5. Indemnification provided under this Section 13 shall be limited to payment by the indemnifying party ("Indemnitor") of all damages and costs finally awarded for such claim or settlement costs approved in writing by the Indemnitor.
- 13.6. The indemnity obligations set out in this Section 13 shall exist only if the party seeking indemnification ("Indemnitee"):
- 13.6.1. promptly notifies the Indemnitor of such claim;
  - 13.6.2. provides the Indemnitor with reasonable information, assistance and cooperation in defending the lawsuit or proceeding;
  - 13.6.3. gives the Indemnitor full control and sole authority over the defence and settlement of such claim. The Indemnitee may join in defence with counsel of its choice at its own expense; and
  - 13.6.4. takes all reasonable steps to mitigate its losses in respect of such claim.
- 13.7. The Indemnitor shall only reimburse the Indemnitee for expenses incurred by the Indemnitee with the Indemnitor's prior written approval.
- 13.8. Section 13 states the parties' entire liability and exclusive remedy with respect to infringement of a third party's Intellectual Property Rights.

**14. Limitation of Liability**

- 14.1. Except as referred to in Section 14.3 and subject to Section 14.2, the aggregate liability of either party in respect of all claims arising under or in connection with this Agreement (whether in contract, tort or otherwise) in each Contract Year shall be limited so that it shall in no circumstance exceed the higher of either (a) £10,000 or (b) the total fees payable by the Customer in the Contract Year in which the claim arose.
- 14.2. Netpremacy shall not in any circumstance (other than those referred to in Section 14.3) be liable for any loss of profits (actual or anticipated), loss of revenue, loss of anticipated savings, loss of goodwill, loss or corruption of or damage to data or for any indirect, incidental or consequential loss or damage.
- 14.3. Nothing in this Agreement shall exclude or limit either party's liability for: (a) death or personal injury resulting from negligence; (b) any claim based on fraud or other criminal act; (c) any liability which cannot be excluded or limited under applicable law; or (d) any claim for infringement of intellectual property rights or confidential information.

**15. Term; Termination**

**Term**

- 15.1. Unless terminated earlier as provided in this Section 15, this Agreement shall continue for 12 months from the Effective Date ("Initial Term") and shall continue thereafter until terminated by either party on providing not less than three (3) months written notice to the other party to expire on or after the end of the Initial Term.

**Termination**

- 15.2. Either party may immediately terminate this Agreement upon written notice if the other party:

- 15.2.1. commits a material breach of any term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so; provided however that the period to cure a breach with respect to any payment obligation shall be 10 days; or
  - 15.2.2. passes a resolution for winding-up (other than a members' voluntary winding up for the purposes of a reconstruction of its affairs) or a court of competent jurisdiction makes an order to that effect or the other party ceases or threatens to cease to carry on business or any similar event occurs.
- 15.3. Netpremacy may suspend and/or terminate any Agreement (including the Service provided thereunder or any component thereof) in accordance with Section 3 above.
- 15.4. Netpremacy may terminate this Agreement immediately upon written notice: (i) if Netpremacy reasonably determines that it is commercially impractical to continue providing the Service in light of applicable laws; or (ii) if Customer challenges or assists others to challenge any application or registration for any of the Netpremacy/Google Brand Features.
- 1.1. Netpremacy, upon notice the duration of which Netpremacy in its reasonable discretion may determine, reserves the right at any time and from time to time to modify, suspend or discontinue the Service (or any part thereof), including hours of operation and availability of any feature of the Service if such changes are required in light of changes to the Service made by Google. Customer agrees that Netpremacy shall not be liable to Customer, any End User or any third party for any modification, suspension or termination of the Service.
- 15.5. Sections 7 (Confidentiality), 8 (Ownership; Restricted Use), 11 (Representations and Warranties), 12 (Warranty Disclaimer), 13 (Indemnification), 14 (Limitation of Liability) and 15 (Termination) shall survive the expiry or termination of this Agreement together with such other provisions which are stated or are by implication intended to survive termination..
- 15.6. Upon the expiry or termination of this Agreement for any reason: (i) all rights and licences granted by Netpremacy and the Customer under this Agreement shall cease immediately; (ii) each party shall promptly return to the other party, or destroy and certify the destruction of, all Confidential Information of the other party provided under this Agreement; (iii) Customer's rights to use any Netpremacy/Google Brand Features, as permitted under this Agreement, shall cease immediately; and (iv) if Customer provides written notice to Netpremacy during the last 5 days of the Agreement, Netpremacy will provide Customer with a copy of any Customer data held as part of the Service as at the date of termination free-of-charge.

#### Suspension and Termination in the Event of an Injunction

- 15.7. Netpremacy may suspend performance under this Agreement in whole or in part with immediate effect if, as a result of a claim alleging facts that would constitute a breach of Customer's representations and warranties made in Section 11, Netpremacy is obliged by court order, magisterial decision or competent regulatory body to temporarily or permanently refrain from continuing to perform its obligations under this Agreement. Netpremacy's rights under this provision shall become effective on the date of the court order, magisterial decision or the direction of the regulatory body (as applicable) or on the date of the service of the order irrespective of the possibility of appeal. If any suspension under this Section continues for more than six (6) months, Netpremacy may terminate this Agreement in whole or in part with immediate effect and without liability.

**16. Miscellaneous**

- 16.1. Neither party may assign or otherwise transfer its rights or delegate its obligations under this Agreement, without the prior written consent of the other party. Any attempted assignment in derogation hereof shall be null and void.
- 16.2. Nothing in this Agreement shall create or confer any rights or other benefits whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise in favour of any person other than the parties to this Agreement, except that this section shall not operate so as to restrict or limit the rights of any lawful assignee under this Agreement to exercise the rights and benefits conferred on him by the assignor.
- 16.3. This Agreement will be governed by and construed in accordance with the laws of England and Wales and Customer and Netpremacy hereby submit to the exclusive jurisdiction of the English courts in respect of any dispute or matter arising out of or connected with this Agreement.
- 16.4. All notices required to be sent under the Contract must be in writing and shall be delivered in person or shall be sent to the Customer at the address specified on the Order Form(s) and to Netpremacy at the address below.
- 2 Wellington Place, Wellington Street, Leeds, LS1 4AP, United Kingdom
- Notices shall be deemed to have been given upon (i) the date actually delivered in person, (ii) the working day after the date sent by overnight courier, or (iii) two (2) working days following the date such notice was mailed by first class mail.
- 16.5. The failure to require performance of any provision shall not affect a party's right to require performance at any time thereafter; nor shall waiver of a breach of any provision constitute a waiver of the provision itself.
- 16.6. The parties hereto are and shall remain independent contractors and nothing herein shall be deemed to create any agency, partnership or joint venture relationship between the parties. Neither party shall be deemed to be an employee or legal representative of the other nor shall either party have any right or authority to create any obligation on behalf of the other party.
- 16.7. This Agreement shall be binding on and inure to the benefit of each of the parties and their respective lawful successors and assigns.
- 16.8. Neither party shall be liable for failing or delaying performance of its obligations (except for the payment of money) resulting from any condition beyond its reasonable control, including but not limited to, governmental action, acts of terrorism, earthquake, fire, flood or other acts of God, labour conditions, power failures and Internet disturbances.
- 16.9. If any provision of the Contract is or becomes unenforceable or invalid, such unenforceability of invalidity shall not affect the other provisions of the Contract which shall remain in full force and effect. If any provision of the Contract is or becomes invalid or unenforceable but would be valid or enforceable if some part of it were deleted or modified, the provision in question shall apply with such modification as may be necessary to make it valid and enforceable. The parties shall act reasonably and in good faith to agree any such modification.
- 16.10. Save as provided in Section 16.11, modifications and amendments to this Agreement shall be invalid, unless made in writing and signed by duly authorized officers of each party.



- 16.11. Netpremacy may issue new terms and conditions to reflect changes to the Service and the Technical Support Services only. Netpremacy will notify Customer of any changes made by sending the Customer a copy of the revised terms and conditions or by directing the Customer to a web page containing the revised terms and conditions. The Customer's continued use of the Service and/or Technical Support Services after being notified of a change shall be deemed to constitute acceptance of the change. In the event that the Customer does not agree to any amended terms and conditions, it shall have the right to terminate this Agreement on providing at least thirty (30) days' notice to Netpremacy.
- 16.12. This Agreement constitutes a complete integration of all understandings between the parties and is the entire agreement between Customer and Netpremacy relating to the Service, the Technical Support Services and all terms herein. The terms and conditions of this Agreement and any specifically referenced Uniform Resource Locator (as such URL may be modified from time to time, as provided herein) shall take precedence over any previous contract, representation or arrangement between the parties relating to its subject matter.

## Attachment 1

### Technical Support Services (Premiere Support)

Severity	Description	Example	Target Response
1	Critical	An issue that prevents operation of critical documented functions with high frequency or duration.	90% of calls responded to within 1 hour
2	Major	An issue that consistently prevents operation of non-critical documented functions or occasionally impacts critical documented functions or a Critical issue for which a temporary work around has been provided.	90% of calls responded to within 2 hours
3	Minor	An issue that has some impact on administration, non-critical operation or other secondary functions or a Major issue for which a temporary work around has been provided; or a request for an enhancement or additional functionality that is not due to a defect in the Service.	80% of calls responded to within 12 hours
4	Request	The Service is unaffected. Customer request for product related technical advice.	Within 1 business day
5	Question	The Service is unaffected. General information and feature questions related to the Service.	Within 2 business days

Technical Support Services are available through Netpremacy's Technical Helpdesk which is operational 24/7 365 days a year.

Upon reporting an incident (via the telephone or email contacts provided by Netpremacy or via the support portal accessed through this link - [netpremacy.zendesk.com](https://netpremacy.zendesk.com)), Netpremacy will assign the incident to one of the severity levels in the table above and the incident will be assigned a unique support ID number which should be quoted in all future dealings by Customer relating to that incident.

Only designated personnel of Customer should log incidents and Customer must provide the names of such personnel to Netpremacy in advance in order to ensure the effective provision of the Technical Support Services.

Incident resolution may require multiple communications and off-line research before being put into effect.

It is Customer's obligation to document and promptly report all errors or malfunctions of the Service to Netpremacy.

Customer is responsible for providing support information necessary to understand and resolve each incident. This information may include log files, configuration files and error messages.

In the event the Technical Helpdesk is not able to help Customer immediately, the reported incident will be logged and Netpremacy will use its reasonable commercial efforts to respond to the incident in line with the applicable Target Response as set out in the table above. Netpremacy does not guarantee a "fix" within the Target Response time; the Target Response time indicates the timeframe within which a Netpremacy engineer will attempt to make contact with Customer.



If, upon investigating the cause of an incident, Netpremacy determines there is a defect in the Service, Netpremacy will try to provide a remedy in the form of a workaround or another version of the Service that includes a bug fix for the specific defined problem.

Netpremacy does not provide any guarantee that every incident logged by Customer will be resolved. Customer acknowledges that it will need to cooperate with Netpremacy in order to resolve incidents and that it may need to follow Netpremacy's instructions with regards to installation, operation and the use of the Service in order to resolve an incident.

Customer agrees to promptly implement corrective actions and workaround procedures recommended by Netpremacy in order to resolve an incident.

Netpremacy shall not be liable for any defaults in the Service which result from Customer's failure to execute a supplied corrective action or to otherwise follow any reasonable recommended resolution provided by Netpremacy.

Netpremacy shall be entitled to close any open incident without liability if Customer: (i) does not provide appropriate engagement with Netpremacy personnel; (ii) does not respond to Netpremacy within 30 days of receiving any corrective action / recommended resolution / workaround; or (iii) does not respond to a request for additional information.

Technical Support Services do not cover services requested as a result of causes or errors that are not attributable to Netpremacy or cannot be reproduced by Netpremacy. Customer may request Netpremacy to provide services to assist with such causes or errors but this would be subject to separate terms and conditions and payment of reasonable additional charges.

Causes or errors that are not attributable to Netpremacy include, but are not limited to, the following:

- negligent use, hardware malfunction, force majeure or causes other than through ordinary, authorised use;
- modification or addition, or attempted modification or addition, to the Service undertaken by Customer or a third party engaged by Customer;
- any software not licensed through Netpremacy.