

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions:

Agreement: the agreement between Owlis and the Customer for the supply of the Services, comprised of: (i) the Order Form; and (ii) the Agreement Terms.

Agreement Terms: together, the Basic Order Terms, the Conditions, the Service-Specific Terms (if any), the Third Party Terms (if any) and the Schedules referred to in or attached to the Order Form (if any) (**Schedules**).

Basic Order Terms: the section of the Order Form headed Basic Order Terms, which sets out the key commercial terms of the Agreement in summary form. Where an order document contains no such section, the Agreement takes effect without it and the defaults in this clause 1.1 and clause 3.2.3A apply.

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours: the period from 9:00am to 5:00pm on any Business Day. An Order Form or the relevant Service-Specific Terms may state longer Business Hours for a Service, and the hours so stated then apply to that Service; the period in this definition is a minimum and may not be reduced.

Charges: the charges payable by the Customer under the Agreement, being the charges for the Services and the charges for any Third Party Services, as set out in an Order Form and adjusted from time to time based on the terms of the Agreement. Clause 9.3A applies for the purpose of the liability cap in clause 9.3, so that pass-through licence, subscription, third party and consumption costs are excluded from that calculation

Chargeable Request: any ticket, request, task or work which is outside the scope of the Services set out in the Order Form or the Service-Specific Terms, or is otherwise not covered by the Charges, and which Owlis agrees to carry out. A Chargeable Request is chargeable in accordance with clause 3.20. A Chargeable Request is not a Change and does not require a Change Request.

Commencement Date: as defined in clause 2.3.

Conditions: Owlis's general terms and conditions, as published in accordance with clause 12.6A and as amended from time to time in accordance with clause 12.6. The version of the Conditions applying to an Order Form is the version in force at the date of that Order Form, as varied thereafter in accordance with clause 12.6.

Customer: the person or firm who purchases the Services from Owlis, as specified in the Order Form.

Customer Subsidiary: any subsidiary of the Customer, and any other subsidiary of a holding company of the Customer, to which Owlis supplies Services under the Agreement, being an entity identified as such in the Order Form or agreed in writing between the Parties (including by Change Request) from time to time.

Customer Materials: all materials, information, specifications and data supplied or made available by the Customer to Owlis.

Deliverables: all documents, information, products and materials developed by Owlis or its agents, subcontractors or personnel as part of or in relation to the Services in any form, including without limitation computer programs, data, reports and specifications (including drafts).

Equipment: means the physical equipment, (or virtual equipment and virtual machines in the case of cloud infrastructure), listed in the relevant Order Form or Service-Specific Terms (if any), or otherwise agreed by Owlis from time to time which are to be the subject of the Services

Fair Usage Policy: the fair usage policy applicable to a Service, as set out in the Service-Specific Terms or otherwise incorporated into the Agreement, and as amended in accordance with clause 3.21.3.

Goods and One-off Licences: any physical goods or one-off software licences that form part of the Services as outlined in the Order Form, and any other item on an Order Form which forms part of the Services and is neither a Recurring Service nor Professional Services.

Group: in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company; where **holding company** and **subsidiary** shall bear the meaning given to those terms in section 1159 of the Companies Act 2006.

Owlis: Owlis Technology Limited (registered in England and Wales with company number 16710405, registered office 167-169 Great Portland Street, 5th Floor, London W1W 5PF), or such other Permitted Contracting Entity as is named in the Order Form as the supplier of the Services. Where the context requires, a reference to Owlis includes any member of its Group.

Permitted Contracting Entity: Owlis Technology Limited and each member of its Group from time to time and as varied in accordance with clause 12.6. The Permitted Contracting Entity for each Order Form is the entity named in it, and only one Permitted Contracting Entity may be named in an Order Form.

Owlis Equipment: any equipment, including tools, systems, cabling or facilities, provided by Owlis to the Customer and used directly or indirectly in the supply of the Services.

Owlis IPRs: all intellectual property rights subsisting in the Deliverables (excluding any Customer Materials incorporated in them) and/or otherwise used by Owlis in the performance of the Agreement.

Minimum Charges: the minimum value of the recurring charges payable by the Customer, being the charges for the Recurring Services together with the charges for any Third Party Services supplied on a recurring or subscription basis, initially equal to the corresponding amounts set out in the Order Form and adjusted for the Renewed Service Term in line with these Conditions.

IT System: all parts of the Customer's information technology environment, including the Equipment, the Software, any Third Party Services and any part of that environment which Owlis does not support.

Minimum Technical Standards: the minimum technical standards the Customer's IT System must meet in order for a Service to be provided, as set out in the Service-Specific Terms and as amended in accordance with clauses 12.6 and 12.6A.

Notice Period: the Notice Period associated with any Service as stated in the Basic Order Terms, Order Form and/or Service-Specific Terms. Where none of those documents states a Notice Period for a Service, the Notice Period is the period determined under clause 3.2.3A.

Parties: together the Customer and Owlis, and **Party** shall be construed accordingly.

Prevailing Rates: Owlis's standard charges and rates for work that is not covered by the Charges set out in the Order Form, as in force at the relevant time. Owlis provides a summary of the Prevailing Rates to the Customer on request, and before commencing any chargeable work where the Customer asks for the applicable rate. The Prevailing Rates are not part of the Agreement Terms.

Professional Services: any professional services provided by Owlis as outlined in the Order Form or otherwise agreed with Owlis from time to time. This includes, but is not limited to, the design, delivery, configuration, installation, implementation, integration, and/or consultancy relating to IT systems, infrastructure, software, or services. Professional Services work is typically delivered on a time-and-materials or fixed-fee basis, subject to a separate Statement of Work and Order Form, and may include the provision of deliverables, milestones, and acceptance criteria as agreed between the parties. Where an Order Form does not state the category of a Service, a Service is Professional Services if it is not a Recurring Service and the Order Form shows it as a project, an engagement, or work charged by reference to days, hours, milestones, a Statement of Work, or a fixed fee for defined work.

Published Terms: the Conditions, the Service-Specific Terms, the Fair Usage Policy, the Minimum Technical Standards and any other part of the Agreement Terms which Owlis makes available to the Customer under clause 12.6A, in each case identified by version number and effective date.

Recurring Services: any Services which the Order Form shows as supplied for a period or charged on a recurring basis. This includes any Service shown as charged monthly, quarterly, annually or at any other repeating interval, any Service charged per User, per device, per mailbox, per site or per other unit on a repeating basis, and any Service shown as supplied for a minimum, initial, committed or renewing term. An instalment of a single fixed price for defined one-off work is not a recurring charge for this purpose.

Rolling Term: where the Order Form states that a Service or Third Party Service is supplied on a rolling basis, the rolling period so stated — for example 30 days, one month, three months or six months. Clause 3.2.3B applies to anything supplied on a Rolling Term. Whether a Service is supplied on a Rolling Term, including where its stated Initial Service Term is six months or less, is determined under clause 3.2.3B.

Order Date: the date of the relevant Order Form.

Order Form: the order form or quote issued by Owlis to the Customer in respect of the Services, which the Customer has signed or otherwise accepted in writing (including by email, by a purchase order which refers to it, or through any ordering portal Owlis makes available).

Service-Specific Terms: additional terms and conditions applicable to the Services, as attached to, included in or otherwise incorporated by reference to an Order Form.

Service Schedule: each schedule forming part of the Service-Specific Terms, including each of the Schedules of the document entitled Owlis Service-Specific Terms and Schedules and each Part of that document. Every Service Schedule forms part of the Service-Specific Terms.

Supplier Administration Charges: a charge, fee or cost levied on Owlis by a supplier of a Third Party Service, a carrier, an operator, a licensor or any other supplier of an input to the Services, which relates to the Customer's Services, arises outside the ordinary supply of those Services, and is not already reflected in the Charges set out in the Order Form. The categories of Supplier Administration Charge, how they are passed on and what is excluded are set out in clause 8.20.

Administration Fee: a fee of £25, exclusive of VAT, payable in respect of each Supplier Administration Charge passed on to the Customer and in respect of each other charge which the Agreement expressly states carries the Administration Fee. The Administration Fee does not apply to any other Charge under the Agreement.

Service Commencement Date: the date from which Owlis begins providing the Services as outlined in the Basic Order Terms. Where neither the Order Form nor the Basic Order Terms states a date for a Service, the Service Commencement Date for that Service is the date on which Owlis begins providing it.

Service Levels: the service levels, response targets and target resolution times applicable to a Service, as set out in the Service-Specific Terms.

Service Term: the applicable Initial Service Term as outlined in the Order Form or the effective Renewed Service Term at any given point.

Services: the Goods and One-off Licences, Recurring Services and Professional Services described in the Order Form, excluding any Third Party Services.

Software: means the software listed in the relevant Order Form or Service-Specific Terms (if any), or otherwise agreed by Owlis from time to time which are to be the subject of the Services.

Term: the period for which the Agreement shall continue, as set out in the Order Form.

Third Party Services: the third party goods and/or services (as applicable) set out or referenced in an Order Form.

Third Party Terms: the obligations and other terms attached to, included in or otherwise incorporated by reference to an Order Form, with which the Customer agrees to comply, as such may be amended by the supplier of the Third Party Services from time to time.

UK GDPR: has the meaning give to it in the Data Protection Act 2018.

User: an individual authorised by the Customer to use a Service and in respect of whom the Customer pays the Charges, and Users shall be construed accordingly.

Interpretation

1.2. Clause, Schedule and paragraph headings shall not affect the interpretation of the Agreement.

1.3 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.4 References to clauses are to clauses of the Conditions, references to Schedules are to the Schedules of the Agreement and references to paragraphs are to paragraphs of the relevant Schedule.

1.5 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.6 Identifying the category of an item on an Order Form. Each item on an Order Form is a Recurring Service, Professional Services, Goods and One-off Licences or a Third Party Service, and the Agreement applies to it accordingly. Where the Order Form does not state which category applies, the category is determined by how the item is described and charged on the Order Form, applying the definitions in clause 1.1 in the following order: first, whether it is a Recurring Service; then, whether it is Professional Services; and, if it is neither, it is Goods and One-off Licences. Where a single item includes elements falling into more than one category, each element is treated according to its own category and, where the elements are not separately priced, Owlis applies a reasonable apportionment and tells the Customer on request how it has done so. This clause affects only which provisions of the Agreement apply to an item; it does not change the Charges payable for it.

1.7 A reference to a service level, a response target or a target resolution time includes any such level, target or time however described and wherever stated, whether or not it falls within the definition of Service Levels. This clause applies wherever the reference appears, including in the Order Form, the Service-Specific Terms and the Schedules.

1.8 A reference to Customer data, the Customer's data or data of the Customer, however expressed, is a reference to Customer Data as defined in clause 4.5. This clause applies wherever the reference appears, including in the Order Form, the Service-Specific Terms and the Schedules.

1.9 Where the Agreement provides for a matter to be stated, specified, agreed or provided for in or on an Order Form, that includes a matter stated in a schedule, statement of work, annex or other document which is signed or accepted in writing by both Parties in conjunction with that Order Form and which refers to it. This clause applies wherever the reference appears, including in the Service-Specific Terms and the Schedules.

2. BASIS OF CONTRACT

2.1. The Order Form constitutes an invitation by Owlis to provide Services in accordance with the Order Form, these Conditions, any Schedules and any Service-Specific Terms (**Invitation**). The Customer shall provide Owlis with as much information as Owlis reasonably requests in order to prepare an Order Form for the Services requested.

2.2. If the Customer wishes to accept the Invitation, it shall sign the Order Form, at which point the Customer shall be deemed to have made an offer to purchase the Services in accordance with the Invitation.

2.3. Any offer made by the Customer pursuant to clause 2.2 shall only be deemed to be accepted by Owlis upon the earlier of: (i) Owlis signing the Order Form; or (ii) Owlis commencing the supply of the Services pursuant to the Order Form, at which

point and on which date the Agreement shall come into existence (**Commencement Date**). Once accepted, no changes may be made to an Order Form except in accordance with the change order process set out in clause 3.18.

2.4. Any samples, drawings, descriptive matter or advertising issued by Owlis, and any descriptions or illustrations contained in Owlis's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Agreement or have any contractual force.

2.5. The Agreement Terms apply to the Agreement to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.6. Any Order Form or other proposal given by Owlis shall not constitute an offer, and is only valid for a period of thirty (30) days from its date of issue.

2.7 In the event that the Customer does not sign an Order Form or Service-Specific Terms, but continues to instruct Owlis in relation to any Services then such continued Customer instructions shall be deemed acceptance of the provisions of the Agreement and relevant Service-Specific Terms (incorporating these Conditions) and accordingly the effective date for the Agreement or Service-Specific Terms (as applicable) shall be deemed to be the date on which such Customer instructions were received by Owlis.

2.8 Owlis's acceptance of an Order Form, and the commencement of certain Services (in particular connectivity and infrastructure Services), may be conditional on a satisfactory site survey and/or credit check. Where a site survey identifies that additional work or cost is required, or where a credit check is not satisfactory, Owlis may revise the Charges by issuing a revised Order Form, or decline to proceed with the affected Services, in each case without liability to the Customer.

2.9 Where the Customer refuses to agree to any part of the Agreement Terms, Owlis may cancel part or all of the Services on written notice. The Customer remains liable for the Charges for Services provided up to the date of that notice and, in respect of Recurring Services, may be liable for the Charges to the end of the then-current Service Term. This clause applies whether or not the Basic Order Terms contain an equivalent provision.

2.10 Services supplied to the Customer's subsidiaries. Where the Order Form so provides, or where Owlis otherwise agrees in writing, the Customer may contract as the central contracting entity for its group, and Owlis may supply Services under the Agreement to one or more Customer Subsidiaries. Where it does:

2.10.1. the Customer contracts as principal and not as agent for any Customer Subsidiary, and remains solely responsible to Owlis for performance of the Agreement and for payment of all Charges in respect of Services supplied to the Customer and to each Customer Subsidiary;

2.10.2. the Customer shall procure that each Customer Subsidiary complies with the Agreement as if it were the Customer, and any act or omission of a Customer Subsidiary is treated as an act or omission of the Customer;

2.10.3. the Customer is Owlis's sole point of contact and the only party entitled to give instructions, request a Change, raise a dispute or exercise any right under the Agreement, unless Owlis agrees otherwise in writing;

2.10.4. no Customer Subsidiary is a party to the Agreement, and no Customer Subsidiary has any right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of it;

2.10.5. Users, endpoints, sites, licences and volumes at a Customer Subsidiary count towards the quantities, thresholds, Service Terms and Minimum Charges under the Agreement as if they were the Customer's; and

2.10.6. a Customer Subsidiary ceasing to be a subsidiary of the Customer, or of a holding company of the Customer, does not of itself terminate or vary the Agreement or reduce the Minimum Charges. The Services supplied to it continue to be supplied to, and charged to, the Customer until removed in accordance with the Agreement, and any transfer of those Services to that entity in its own name requires a new Order Form.

3. SUPPLY OF SERVICES

3.1. Owlis shall supply (or procure the supply of) the Services to the Customer in accordance with the Agreement.

3.1A Owlis shall provide the Services with reasonable skill and care. This clause is subject to clause 9 and does not limit or vary any provision of it.

3.1B Onboarding Period. In the period from the Order Date until the date falling 90 days after the Service Commencement Date for the relevant Service (the "Onboarding Period"), Owlis shall use reasonable endeavours to provide the Services while it processes the Customer's requirements into its systems and framework. A failure during the Onboarding Period, including a failure to meet a Service Level or any response or resolution target, is not a material breach of the Agreement for the purposes of clause 10.2. Clause 3.1A applies subject to this clause. This clause applies whether or not the Basic Order Terms contain an equivalent provision.

Recurring Services

3.2. Where the Services include Recurring Services:

3.2.1. subject to clauses 2.2 and 3.2.2 collectively, the Recurring Services shall be supplied from the Service Commencement Date and for the Initial Service Term;

3.2.2 during the Service Term, the combined value of the Recurring Services and of any Third Party Services supplied on a recurring or subscription basis shall not drop below the value of the Minimum Charges. The Charges may be increased at any time by adding additional Recurring Services or Third Party Services via additional Order Forms or other valid requests, or by way of applicable price rises under the Agreement Terms.

3.2.3. Term and renewal. A Recurring Service is supplied from its Service Commencement Date for the Initial Service Term and, unless the Order Form states that it does not renew, renews automatically at the end of the Initial Service Term and at the end of each Renewed Service Term for a further Renewed Service Term, until either the Customer or Owlis gives the other written notice of not less than the Notice Period expiring on or after the end of the then-current Service Term. Where the Order Form states a fixed renewal term, that period is the Renewed Service Term; where it does not, the Renewed Service Term is the period determined under clause 3.2.3A. This clause does not apply to a Service or Third Party Service supplied on a Rolling Term, to which clause 3.2.3B applies;

3.2.3A Defaults. Unless the Order Form states otherwise: (a) the Initial Service Term for a Recurring Service is 12 months; (b) the Renewed Service Term is 12 months where the Initial Service Term is less than 24 months, and 24 months where it is 24 months or more; and (c) the Notice Period required to prevent renewal is 90 days where the Initial Service Term is less than 24 months, and 120 days where it is 24 months or more. Where the Order Form does not state whether a Recurring Service renews, it renews in accordance with clause 3.2.3. This clause restates the position in the Basic Order Terms and applies whether or not the Basic Order Terms contain an equivalent provision.

3.2.3B Rolling Terms. A Service or Third Party Service is supplied on a Rolling Term only where (a) the Order Form or the Service-Specific Terms expressly state that it is, in which case the Rolling Term is the period so stated, or (b) the Initial Service Term stated on the Order Form for it is six months or less, in which case the Rolling Term is equal to that Initial Service Term. A Service does not become one by reason of renewal, of the Order Form being silent as to its term, or of the Charges for it being billed monthly. Where a Service or Third Party Service is supplied on a Rolling Term, clauses 3.2.3 and 3.2.3A do not apply to it and this clause does: it is supplied for an Initial Service Term equal to the first Rolling Term and renews automatically for successive periods equal to the Rolling Term; the Notice Period for it is the Rolling Term; and either Party may terminate it, and the Customer may reduce the quantity supplied under it, on giving the other written notice of not less than the Rolling Term, the termination or reduction taking effect on expiry of that notice. With effect from that date the Minimum Charges are reduced by the value of the Services or Third Party Services removed, and by no other amount. Except for a reduction that has taken effect under this clause, the value of the Services and Third Party Services supplied on a Rolling Term shall not fall below the Minimum Charges attributable to them at any point during any period equal to the Rolling Term, and clause 3.2.2 applies accordingly.

3.2.4. Renewal pricing and Minimum Charges. On renewal under clause 3.2.3, a Recurring Service renews at the pre-existing Charge value plus any price rises applied under clauses 3.2.9 to 3.2.11. The Charges at the point of renewal, inclusive of those price rises, then become the Minimum Charges for the Renewed Service Term. The Charges and Minimum Charges on renewal are calculated by reference to the quantities, User numbers and volumes of Recurring Services actually in effect at the date of renewal, and not by reference to the quantities ordered at the start of the Service Term;

3.2.6. The standard of performance for the Services is that stated in clause 3.1A, and no higher or different standard of performance applies to the Services under the Agreement. Owlis shall also perform the Services in accordance with applicable laws;

3.2.7. Owlis shall use reasonable endeavours to meet the requirements of any service levels set out in the Agreement in respect of the Services. Where there is any failure or deficiency in the supply of the Services by Owlis, the Customer shall always notify Owlis in writing of the same providing sufficient details of the failure or deficiency and the Customer shall provide Owlis with reasonable opportunity to correct such failure or deficiency;

3.2.8 Owlis shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and Owlis shall notify the Customer in any such event. Wherever possible, reasonable notice shall be given by Owlis to the Customer, to allow the Customer to prepare for the change.

3.2.8A Where a supplier of any Third Party Service, or of any other input to the Services, changes, varies, withdraws, discontinues or ceases to make available that service or input, or gives notice that it intends to do so, Owlis may make a corresponding change to, or withdraw, the affected Services on giving the Customer as much notice as is reasonably practicable in the circumstances. Owlis shall use reasonable endeavours to offer a materially equivalent alternative Service. Where no materially equivalent alternative is available, or where the Customer does not accept the alternative offered within 30 days of it being offered, either Party may terminate the affected Services on written notice without further liability, save that Charges accrued to the date of termination remain payable.

3.2.8B Change of supplier, platform or tooling. Owlis may at any time change the supplier, platform, product or tooling by or through which it delivers any Service, and may migrate a Service from one supplier, platform, product or tooling to another, provided that the Service continues to provide materially equivalent functionality. Owlis shall give the Customer as much notice of the change as is reasonably practicable and, where practicable, not less than 30 days' written notice. This clause 3.2.8B applies whether or not the change arises from any matter falling within clause 3.2.8A.

3.2.8B.1 Where a supplier, platform, product, tooling or vendor is named in an Order Form, the Service-Specific Terms or any Schedule, it is named for information only and may be changed under this clause 3.2.8B, unless the Order Form expressly states that the named item is a requirement of the Service. This clause 3.2.8B.1 applies notwithstanding clause 12.10.

3.2.8B.2 The Customer shall provide the access, cooperation, information and third party consents Owlis reasonably requires in order to deploy the replacement supplier, platform, product or tooling and to remove the one being replaced, including permitting the installation, configuration and removal of agents and software on the Equipment and on the Customer's IT System. A failure to do so is a Customer Default for the purposes of clause 4.4, and Owlis is not liable for any failure to meet a Service Level or any other obligation to the extent that the failure is caused by it.

3.2.8B.3 A change under this clause 3.2.8B is not a Change and does not require a Change Request. It does not entitle the Customer to terminate the Agreement or any Service, or to any service credit, refund, reduction in or set-off against the Charges, or to any other remedy, and the Charges remain payable in full. Owlis bears its own costs of the change. Where the Customer asks Owlis to retain the supplier, platform, product or tooling being replaced, or requires work in connection with the change beyond that described in clause 3.2.8B.2, that is a Change and is chargeable at the Prevailing Rates.

3.2.8B.4 Where the supplier, platform, product or tooling being replaced holds logs, alert history or other records relating to the Services, Owlis shall make those records available to the Customer upon request, in the form in which Owlis holds them, before the change takes effect. Owlis is not obliged to migrate those records into the replacement, and the retention periods applying after the change are those of the replacement.

3.2.8B.5 Where the change involves the appointment of a new processor of Personal Data, clause 7.7 applies to that appointment.

3.2.9 Owlis may increase prices from the first or any subsequent anniversary date of the Service Commencement Date onwards for any Recurring Service with 30 days written notice. Such price increases will be at the higher of the increase in Owlis's input costs for the following 12 months or RPI plus 2%.

3.2.10 Where the services auto-renew in accordance with this clause 3, Owlis reserves the right to apply an inflationary increase in line with clause 3.2.9 on giving the Customer not less than the advance notice required by the direct debit scheme rules from time to time, or 10 Business Days' written notice where the Charges for that Service are not collected by direct debit. Such increase shall be applied to the first period of any relevant Renewed Service Term.

3.2.11 Owlis reserves the right to increase prices for the Services with 30 days notice should there be a material increase to its input costs during the Initial Service Term or Renewed Service Term. A material increase is defined as an increase of 10% or higher for any given period. For the avoidance of doubt, such increase will be in addition to any annual price rises. Input costs for the purposes of this clause and clause 3.2.9 include Owlis's staff and salary costs attributable to the Services, and the cost of any Third Party Service or other input to the Services.

3.2.12 Additions and upgrades. The Customer may request the addition of, or an upgrade to, a Recurring Service at any time on written notice. Where Owlis agrees to the addition or upgrade, it is charged at the rate agreed for it, pro-rated for the remainder of the then-current Service Term, and billed in accordance with clause 8. An addition or upgrade increases the Minimum Charges accordingly and does not shorten the Service Term. This clause applies whether or not the Basic Order Terms contain an equivalent provision. Where the addition or upgrade is an increase in the volume of a Recurring Service already supplied, it is supplied for the remainder of the then-current Service Term of that Service and renews with it.

3.3. If the Services explicitly consist of corrective maintenance in respect of any faulty Equipment this includes all repairs which may be reasonably necessary including the supply and fitting of replacement parts (chargeable). Those replacement parts may be refurbished or reconditioned parts. An engineer shall attend the Customer address within the times specified in the relevant Order Form after a request made to Owlis has been received in respect of such Equipment fault or, where the Order Form does not specify attendance times, within a reasonable time during Business Hours. When replacement parts are fitted the parts removed shall immediately become the property of Owlis. Owlis reserves the right to use Equipment of a similar or higher specification if exact spares are unavailable for any reason.

3.4. Where the Services include maintenance of any Equipment, such maintenance shall be that which is necessary as a result of fair wear and tear only. Owlis shall not be responsible for the repair or replacement of any consumable items and any such requests will be subject to additional charges at Owlis's prevailing rates. For the purposes of this Clause "consumables" includes but is not limited to: toner and ink cartridges and other printer consumables; batteries; cables of any type; server storage, tape and backup drives; laptop or notebook screens and hinges; monitors, displays or VDUs; screws, fittings and brackets; all peripherals (a peripheral is a device attached to a host computer behind the chipset whose primary functionality is dependent upon the host, and can therefore be considered as expanding the host's capabilities, while not forming part of the system's core architecture); and terminal or PC accessories such as screen filters, mouse mats, holsters and monitor arms.

3.5. If an Order Form is agreed after the sale or delivery of any Equipment to the Customer by or on behalf of Owlis or where the Customer has installed any Equipment themselves, Owlis reserve the right to undertake an inspection of such Equipment and commission a report by an Owlis engineer, accordingly:

3.5.1. if Owlis does not require an inspection or if the inspection reveals the Equipment to be in working order – such Equipment shall be duly included within the Services provided that any subsequent fault calls in relation to such Equipment which are the result of incorrect set-up and configuration of such Equipment shall not be covered by the Agreement and any remedial work will be carried out by Owlis at Owlis's rates in force at that time; or

3.5.2. if the inspection by Owlis reveals, in the sole opinion of Owlis's engineer, that the Equipment is in need of repair or reconfiguration - Owlis shall notify the Customer and, if the Customer requires, Owlis shall carry out such repair/reconfiguration work. The inspection and repair/reconfiguration work shall be charged to the Customer at the then applicable prevailing rates and any parts supplied shall be charged based on the then current prices.

Owlis shall not be obliged to provide the Services in respect of such Equipment until the foregoing conditions of this clause 3.5 have been complied with to Owlis's satisfaction.

3.6. Where repairs cannot be effectively conducted at the Customer's address, Owlis reserves the right to install loan equipment of similar specification whilst repairs are conducted. If loan equipment is installed, Owlis shall use reasonable endeavours to ensure that the repair works are completed within 21 days. Owlis reserve the right to charge a nominal rate for the equipment loan period.

3.7. Owlis shall use reasonable endeavours to comply with the original manufacturer's rules, regulations, guidelines and definitions in relation to commissioning and/or use of Equipment and software and the Customer agrees to comply with such manufacturer requirements and acknowledges and agrees that it is the Customer's responsibility to familiarise itself and comply with such requirements. A failure by Owlis to comply with a manufacturer requirement is not of itself a breach of the Agreement except to the extent that it materially affects the Services.

3.8. Customer acknowledges that the cut off for delivery of any items to Owlis is 3:30pm on the previous day (Monday to Friday, within Business Hours). Owlis shall not be responsible for any costs or losses incurred by the Customer or for Service delays resulting from delayed or failed courier deliveries.

3.9. Owlis are not responsible for the security of the Equipment whilst attending the Customer's site. The Equipment is only considered to be in the care of Owlis in relation to security when it is signed out from the Customer's premises.

3.10. Unless otherwise defined in Service-Specific Terms, if Owlis fails to meet the service levels set out in any Service-Specific Terms in any three consecutive months, the Customer shall notify Owlis within 14 days of the end of the third consecutive month and such failure shall be discussed between the Parties and a written action plan to remedy such failure will be provided by Owlis within 30 days for approval by the Customer (**Rectification Plan**). Upon approval of the Rectification Plan by the Customer, it shall be implemented by Owlis within 30 days (or such other period as is agreed in writing between the Parties) to rectify the failure and to prevent the reoccurrence of any such failures within the two months following completion of implementation.

3.11. The Customer hereby acknowledges and agrees that Owlis is wholly reliant on the Customer Materials provided by the Customer to it and, accordingly:

3.11.1. the Customer agrees that it shall provide to Owlis all Customer Materials reasonably requested by Owlis, promptly upon request;

3.11.2. the Customer shall ensure that all Customer Materials made available to Owlis are accurate, complete and up to date in all respects;

3.11.3. the Customer agrees that if any Customer Materials are inaccurate, incomplete and/or out of date Owlis may need to increase its estimated costs and/or timescales in connection with the Services and shall not be in breach of the Agreement as a result thereof; and

3.11.4. Owlis shall not be responsible for any failure or delay arising (directly or indirectly) from the Customer Materials and/or Owlis's reliance on them.

Goods and One-off Licences

3.12. Where the Services include Goods and One-off Licences, the estimated delivery date of such Goods and One-off Licences, terms relating to the delivery of such Goods and One-off Licences and the quantity and description of such Goods and One-off Licences shall be as specified in the Order Form.

3.13. Where the Services include Goods and One-off Licences and the Goods and One-off Licences are stated in the Order Form to be subsidised as a result of a service purchased by the Customer:

3.13.1. the risk in the Goods and One-off Licences shall pass to the Customer on completion of delivery;

3.13.2. title to the Goods and One-off Licences shall not pass to the Customer until the Goods and One-off Licences have been paid for in full or, where there is no specific price payable for the Goods and One-off Licences (for example, where Goods and One-off Licences are provided in connection with a service and the price payable relates to both the Goods and One-off Licences and services) upon expiry of the minimum period for which the Customer is required to purchase the Services, as stated in the Order Form;

3.13.3. until title to the Goods and One-off Licences has passed to the Customer, the Customer shall use the Goods and One-off Licences only in the normal course of its business and shall:

- 3.13.3.1.** not sell the Goods and One-off Licences or allow them to be used by any third party;
- 3.13.3.2.** handle the Goods and One-off Licences with reasonable care and maintain the Goods and One-off Licences in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- 3.13.3.3.** ensure the Goods and One-off Licences are identifiable as Owlis's property;
- 3.13.3.4.** not pledge the Goods and One-off Licences or in any way charge the Goods and One-off Licences by way of security for any indebtedness;
- 3.13.3.5.** not make or allow any person to make any alterations, additions to or reconfigurations of the Goods and One-off Licences without Owlis's prior written consent; and
- 3.13.3.6.** use the Goods and One-off Licences solely in accordance with any reasonable and lawful instructions, Service-Specific Terms or Third Party Terms made available by Owlis or Third Party providers, if there are no such instructions, in accordance with standard industry practice.
- 3.13.4.** without prejudice to any other rights and remedies available to Owlis, if the Customer breaches the Agreement or becomes subject to any event listed in clauses 10.2.3 or 10.2.4, Owlis may:
 - 3.13.4.1.** by notice in writing, require the Customer to deliver up all such Goods and One-off Licences in its possession that have not been resold, or irrevocably incorporated into another product and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods and One-off Licences are stored in order to recover them; and
 - 3.13.4.2.** require the Customer to pay to Owlis, on demand: (i) any sums payable in respect of the Goods and One-off Licences which have not been paid as at the date the Customer breaches the Agreement or becomes subject to any event listed in clauses 10.2.3 or 10.2.4; and (ii) the difference between the discounted price for the Goods and One-off Licences and the Goods and One-off Licences' recommended retail price.
- 3.13.5.** the Customer shall notify Owlis in writing immediately if the Goods and One-off Licences are subject to any theft, loss, damage or unauthorised use and:
 - 3.13.5.1.** the Customer shall continue to make payment for the Goods and One-off Licences in accordance with clause 8 of the Conditions; and
 - 3.13.5.2.** without prejudice to any other rights and remedies available to Owlis, if the Customer requires a replacement of the Goods and One-off Licences, such replacement shall be provided at the full recommended retail price for such Goods and One-off Licences and such price shall be payable by the Customer on the terms specified by Owlis in writing at the relevant time.

Professional Services

- 3.14** The Customer agrees to comply with the Service-Specific Terms for Professional Services as relevant to any given Order Form or Change.
- 3.15** The Customer acknowledges that, upon cancellation or delay of such services, it may be charged for some or all of the Professional Services, even upon cancellation, in line with clause 8.3 below.

Technology funds

- 3.16.** If the Order Form states that the Customer shall be entitled to a technology fund, the following terms shall apply:
 - 3.16.1.** the technology fund may be utilised, during the Term, to purchase such products and services as are provided by Owlis from time to time; provided that, unless agreed otherwise in writing by Owlis, the technology fund may not be utilised to purchase any products or services provided by any third party;
 - 3.16.2.** the technology fund shall be subject to any additional terms and conditions set out in the Order Form or Service-Specific Terms;
 - 3.16.3.** the technology fund may not be exchanged for cash, vouchers or any other form of value and is personal to the Customer and may not be transferred to any other person or entity; and
 - 3.16.4.** on termination or expiry of the Agreement, the value of the fund shall be deemed to be £0 and the Customer shall have no right to any refund or exchange in respect of the fund (this applies regardless of whether the fund has been fully utilised). This clause 3.16.4 does not apply where the Customer terminates the Agreement under clause 10.2 for Owlis's material breach; in that case the unutilised value of the fund is credited against any sums due from the Customer and any balance is refunded.
 - 3.16.5.** a technology fund is available for 12 months from the date it is credited or invoiced, whichever is the earlier, unless the Order Form or the relevant Service-Specific Terms state a different period. Any part of the fund not utilised by the end of that period expires and is not carried forward, and no refund, credit, extension or exchange arises in respect of it. Owlis may extend the period at its discretion on written request made before expiry, but is not obliged to. Owlis shall on reasonable request provide a statement of the fund utilised and remaining. This clause applies in addition to clause 3.16.4.

Prepaid time

3.16A Where the Order Form, a Statement of Work or a Change Request provides for the Customer to purchase a block of time in advance, whether expressed in hours, days or as a monetary amount, for Professional Services or other chargeable work (**Prepaid Time**), the following terms apply.

3.16A.1 Prepaid Time is invoiced and payable in full in advance, and is drawn down against work performed at the rates stated for it or, where no rate is stated, at the Prevailing Rates applying when the work is performed. Owlis shall on reasonable request provide a statement of the Prepaid Time drawn down and remaining.

3.16A.2 Prepaid Time is available for 12 months from the date of the invoice for it, unless the Order Form or the relevant Statement of Work states a different period. Any Prepaid Time not drawn down by the end of that period expires and is not carried forward, and no refund, credit, extension or exchange arises in respect of it. Owlis may extend the period at its discretion on written request made before expiry, but is not obliged to.

3.16A.3 Prepaid Time may not be exchanged for cash, vouchers or any other form of value, may not be set off or applied against any other Charge, and is personal to the Customer and not transferable. It may be drawn down in respect of Services supplied to a Customer Subsidiary only where clause 2.10 applies.

3.16A.4 Work is drawn down against Prepaid Time in the order in which Owlis records it. Where work performed exceeds the Prepaid Time available, the excess is charged at the applicable rates and invoiced in accordance with clause 8.

3.16A.5 On termination or expiry of the Agreement, or of the Service to which it relates, any Prepaid Time not drawn down expires, its value is deemed to be £0, and no refund or credit arises. This applies regardless of the reason for termination and of whether the Prepaid Time has been used. This clause 3.16A.5 does not apply where the Customer terminates the Agreement, or the Service to which the Prepaid Time relates, under clause 10.2 for Owlis's material breach; in that case Owlis shall refund the value of the Prepaid Time not drawn down at the date of termination, after deduction of any sums due from the Customer.

Other (including Change Requests)

3.17. Owlis shall use reasonable endeavours to meet any performance dates specified in an Order Form but any such dates shall be estimates only and time for performance by Owlis shall not be of the essence of the Agreement.

3.17A Owlis may vary a Service Start Date or a Delivery Date on notice to the Customer where the variation arises from a delay by the Customer, from a delay by a supplier, carrier, licensor, manufacturer or other third party not engaged by Owlis as its subcontractor, or from any other factor outside Owlis's reasonable control. The Initial Service Term for the affected Service runs from its Service Commencement Date, and clause 9.2.25 applies to any delay.

3.18. Either Party may propose changes to the scope or execution of the Services (a "**Change**") by submitting details of the requested change to the other Party in writing (a "**Change Request**"). If either Party requests a change to the scope or execution of the Services, Owlis shall, within a reasonable time, provide a written estimate to the Customer of: (a) (the likely time required to implement the change; (b) any necessary variations to the Charges arising from the change; (c) the likely effect of the change on the Order Form terms, including any service levels; and (d) any other impact of the change on the Agreement. If the Customer wishes Owlis to proceed with the change, Owlis has no obligation to do so unless and until the Parties have agreed the necessary variations to the Services, Charges and any other relevant terms of the Agreement to take account of the change and such changes have been documented in writing between the Parties. Any such Changes must be agreed in writing between the Parties by signature of a new Order Form, Service-Specific Terms or other amendment to the Agreement as determined by Owlis from time to time.

3.19. Anything not explicitly covered within the terms of this Agreement may be deemed a Chargeable Request.

3.20. Owlis will charge for any Chargeable Request, and for any Change to the extent agreed under clause 3.18, at Owlis's prevailing rates at the relevant time, or as otherwise agreed in writing.

3.21. Some Services may be subject to a Fair Usage Policy. This Fair Usage Policy will be in place to ensure the Customers consumption of the Services is in line with standard usage levels. The Fair Usage Policy will usually form part of the Service-Specific Terms but may be incorporated into the Agreement via other means.

3.21.1 In the event Customer usage exceeds the Fair Usage Threshold, and is not remedied within 30 days, Owlis reserves the right to alter pricing accordingly, or terminate the Service provision with a further 30 days' notice.

3.21.2 The terms in any applicable Fair Usage Policy will not prevent Owlis from billing the Customer for variable Services in accordance with the Conditions or Service-Specific Terms.

3.21.3 Owlis reserves the right to alter the Fair Usage Policy, or introduce a Fair Usage Policy where none exists, at any point in time, with 30 days' notice to the customer.

3.22 Owlis reserves the right to alter the Charges for any of the Services by issuance of a revised Order Form prior to the Service Commencement Date where Owlis purchase price increases after provision of the original quote or Order Form. The Customer has the right to accept or reject such price increases for the relevant Services. In the event the revised Order Form is not signed, Owlis reserves the right to cancel the relevant Services.

4. CUSTOMER'S OBLIGATIONS

4.1 The Customer shall:

- 4.1.1.** comply in all respects with its obligations specified in the Order Form (the “**Customer Obligations**”) in a timely manner;
- 4.1.2.** comply with all applicable laws, rules, regulations, regulatory requirements and codes of practice in respect of its receipt and use of the Services;
- 4.1.3.** provide Owlis, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, such information, access and cooperation as may be reasonably required by Owlis from time to time, using all reasonable endeavours to ensure that such information is accurate in all material respects and that its premises are prepared for any Equipment installation as required to Owlis’s reasonable satisfaction;
- 4.1.4.** obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable Owlis to provide the Services, in all cases before the date on which the Services are to be provided;
- 4.1.5.** where the Services include support Services, report support incidents in a timely manner and, in the case of any faulty Equipment, return faulty Equipment to Owlis within 7 Business Days, and in the event the Equipment is not returned within this time period Owlis may charge the Customer for that Equipment at up to 100% of the value of the item, together with the Administration Fee;
- 4.1.6.** comply with the change order process in clause 3.18;
- 4.1.7.** where the Services include Goods and One-off Licences, be responsible (at the Customer’s cost) for preparing the delivery location of such Goods and One-off Licences for delivery and for the provision of all necessary access and facilities reasonably required to deliver and (where applicable) install the Goods and One-off Licences;
- 4.1.8.** ensure that its network and systems comply with the relevant specifications provided by Owlis or any provider of Third Party Services from time to time including, in the case of any Equipment, operating it in a suitable environment as recommended by the manufacturer(s) of such Equipment;
- 4.1.9.** be, to the extent permitted by law and except as otherwise expressly provided in the Agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer’s network connections or telecommunications links or caused by the internet;
- 4.1.10.** be solely responsible for the security of all usernames, passwords and credentials used to access the Services. The Customer shall be fully liable for any breach of security in connection with its usernames, passwords or credentials whether unauthorised or fraudulent. The Customer must implement, maintain, and enforce appropriate safety and security measure, systems and procedures to prevent unauthorised access or damage to any and all Services. The Customer is responsible for ensuring suitable, secure and immutable data backups are performed and held for a retention period that best aligns with their business operation requirement. If Owlis discovers unauthorised or fraudulent use is being made of the Services, Customer agrees to Owlis taking such action it deems reasonably necessary including without notice if required, to prevent any such access.
- 4.1.11.** request advice or guidance from Owlis on a suitable data backup strategy if required, acknowledging that the selection, implementation, management, and monitoring of any backup solution remains the Customer’s sole responsibility. The Customer accepts that Owlis has no responsibility or liability for the failure of any backup, the loss or corruption of data, or any loss arising as a result of such failure. In the event the Customer experiences loss of unsecured data due to system failure, Owlis may, at the Customer’s request, use reasonable endeavours to assist with data recovery. Any recovery efforts are not guaranteed and may be chargeable.
- 4.1.12.** use the Services in accordance with Owlis’s reasonable and lawful instructions (as such may be provided from time to time)
- 4.1.13.** keep and maintain Owlis Equipment in good condition and not dispose of or use Owlis Equipment other than in accordance with Owlis’s written instructions or authorisation;
- 4.1.14.** comply in a timely manner in all respects with the Third Party Terms in accordance with the terms of the Agreement;
- 4.1.15.** not make alterations or adjustments or repairs to any parts of its Equipment without prior notification to Owlis, including notifying Owlis of any enhancement or alteration of the Equipment, or alteration to the technical specification of the Software, made by any third party. Any such alteration, adjustment or repair, whether made by the Customer or any third party, shall only be included as Equipment after a report is prepared by an engineer of Owlis (charged at Owlis’s prevailing rates) on the effect of such changes on the Equipment has been produced and Owlis has confirmed it is satisfied with the report, at which point such changes shall become subject to the Service. Owlis reserves the right to exclude any such changes from becoming subject to the terms of the Service at its complete discretion and if the Customer does not comply with the terms of this clause then the item so altered shall be excluded from the Services with no refund of the corresponding Charges.
- 4.1.16.** provide Owlis with a list of signatories that are authorised to sign Order Forms, Service-Specific Terms as well as add incremental Services where no new Agreement is required. In the absence of such a list, Owlis will accept signed forms from any employee of the Customer
- 4.1.17.** be fully responsible for renewal of hardware warranties and any required software subscriptions

4.1.18. where the Charges for a Service are payable by direct debit, put in place and maintain a valid direct debit mandate in favour of Owlis for the duration of the Agreement, and not cancel or amend it without Owlis's prior written agreement. Where no valid mandate is in place, Owlis may require payment in advance or a deposit under clause 8.17, and may decline to provide or may suspend the affected Services under clause 8.7.3.

4.1.19. hold and maintain a valid licence for each User, device, mailbox, tenant, site or other licensed unit in actual use; use all software and subscriptions strictly in accordance with the applicable licensor's terms; not share, pool, rotate or re-use any licence, account, subscription, mailbox or set of credentials between individuals or devices except where the licence metric expressly permits it; not install or use any software, licence key or activation which is not genuine or is not properly licensed to the Customer; and provide Owlis on request with evidence of the licences it holds and their source. Clause 5.4A applies to any failure to comply with this clause.

4.2. The Customer shall not access, store, distribute or transmit any viruses, or any material during the course of or in connection with its use of or receipt of the Services that: (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (ii) facilitates illegal activity; (iii) depicts sexually explicit images; (iv) promotes unlawful violence; (v) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; (vi) infringes or might reasonably be expected to infringe the intellectual property rights of any third party; or (vii) is otherwise illegal or causes damage or injury to any person or property.

4.3. The Customer shall not, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under the Order Form: (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services or any document or materials related thereto, in any form or media or by any means; or (ii) (where any of the Services are software), attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services; or (iii) use or access all or any part of a Service in order to build a product or service which competes with the Services; or (iv) use a Service to provide services to third parties; or (v) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make a Service available to any third party; or (vi) introduce or permit the introduction of, any bug or virus into Owlis's network and information systems.

4.4. If Owlis's performance of its obligations under the Agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, or its failure to comply with any of these Conditions (**Customer Default**) Owlis shall be entitled to suspend performance of its obligations pursuant to the Agreement until the Customer remedies the Customer Default and shall continue to be entitled to payment of the Charges and also be reimbursed, on demand, any additional costs, charges or losses Owlis sustains or incurs arising from such Customer Default. Owlis shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Owlis's failure or delay to perform any of its obligations set out in this clause 4.4.

4.5 Owlis does not own any of the Customer's data (**Customer Data**) related to provision of the Services or otherwise. The Customer is solely responsible for the accuracy, integrity, and legality of such data. Owlis shall not be responsible or liable for the deletion, corruption, correction, destruction, damage, loss or failure to any of Customer's data. The Customer shall not knowingly send or store spam, unlawful, infringing, obscene, or libellous material, or viruses, worms, Trojan horses and/or other harmful code that could in any way impact the Services, Equipment or Software. Ultimate responsibility for the Customer's data, and for ensuring that it is backed up in a way that meets the Customer's own business requirements, rests with the Customer. Owlis accepts no liability for the loss, corruption or unavailability of Customer data or of any backup, save to the extent caused by Owlis's wilful misconduct or, where Owlis supplies a backup, disaster recovery or data protection Service, by Owlis's failure to provide that Service with reasonable skill and care. This clause and clause 4.1.11 are subject to clause 9.2.29.

4.6 Acknowledgement of Risk. Where the Customer's IT System does not meet the Minimum Technical Standards, or the Customer declines, does not implement or does not maintain a control, measure or upgrade that Owlis has recommended to it in writing, Owlis may require the Customer to sign a written acknowledgement recording that position (an "Acknowledgement of Risk"). An Acknowledgement of Risk identifies the standard not met or the control declined, and the risks Owlis has advised arise as a result. If the Customer neither remedies the position within a reasonable period nor signs an Acknowledgement of Risk within 10 Business Days of being asked to do so, Owlis may on written notice decline to provide, suspend, or provide on a reasonable-endavours basis only, the affected part of the Services, and may terminate the affected Service in accordance with clause 10. Owlis may charge for any additional work reasonably required as a result. This clause is in addition to clause 4.4 and to Owlis's rights under the Service-Specific Terms.

5. THIRD PARTY SERVICES

5.1. In respect of Third Party Services, the Customer acknowledges and agrees that:

5.1.1. the terms and conditions upon which such Third Party Services shall be supplied shall be determined by the provider of the Third Party Services in its sole discretion;

5.1.2. the Customer shall be solely and exclusively responsible for reviewing the Third Party Requirements (as defined below) (which may include any warranties provided by the provider of the Third Party Services in respect of the Third Party

Services), ensuring it has fully and properly understood the Third Party Requirements and determining the appropriateness of such requirements for the Customer's business;

5.1.3. save as expressly stated in the Order Form or Service-Specific Terms, Owlis provides no warranties, guarantees or assurances in respect of the Third Party Services and/or the provider thereof and the agreement to purchase such Third Party Services shall be entirely at its own risk; the Customer shall not be relieved or released from any of its obligations under the Agreement as a result of any act or omission of the provider of any Third Party Services; and

5.1.4. in the event that the Customer terminates the Agreement prior to expiry of the Term, in addition to Owlis's and/or the Owlis Group's other losses, Owlis and/or any member of its Group may also suffer losses in respect of any Third Party Services and, without prejudice to any other rights and remedies available to Owlis and/or any member of its Group, the Customer may be responsible for reimbursing Owlis and/or any member of its Group for the reasonable cost of such losses.

5.2. Where any terms of the Agreement relate to the Third Party Services and/or arise from the terms and conditions of supply and/or other requirements of the provider of a Third Party Service (**Third Party Requirements**), Owlis may, notwithstanding clause 12.6 of this Agreement:

5.2.1. vary such Third Party Requirements, on notice in writing to the Customer, and such variation shall take effect from the date specified by the provider of the Third Party Service; and

5.2.2. unless expressly agreed otherwise in the Order Form or Service-Specific Terms, where Owlis includes in the Agreement, a link to any Third Party Requirements, the Customer hereby acknowledges and agrees that the Third Party Requirements available at such link may be varied from time to time by the provider of the Third Party Services and, whilst Owlis shall use its reasonable endeavours to inform the Customer as soon as reasonably practicable after being notified in writing by the Third Party Services of any such variation, the Customer shall be solely responsible for ensuring it monitors any changes to the Third Party Requirements and agrees to any varied Third Party Requirements.

5.3. Where it is specified in an Order Form that the Customer is required to enter into a direct agreement with the provider of Third Party Services:

5.3.1. it shall enter into a direct agreement with the provider of the Third Party Services, on and subject to such provider's Third Party Requirements (as such may be varied from time to time); and

5.3.2. neither Owlis nor any member of its Group shall have any liability whatsoever in respect of such Third Party Services. In particular, if the provider of any such Third Party Service ceases to make such Third Party Service available for interoperation with the corresponding Service features on reasonable terms, Owlis may cease providing such Third Party Service features without entitling the Customer to any refund, credit, or other compensation in relation to the Third Party Services or any other Services. Owlis makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the use of any Third Party Service and/or their ability to integrate with the Services. The Customer shall indemnify and keep indemnified Owlis in respect of any claims, demands, liabilities, costs, actions, damages, legal fees and expenses incurred by Owlis in respect of any matters arising therefrom.

5.4 Supplier audits and licence true-ups. Where Owlis or a provider of Third Party Services, a software vendor or a licensor exercises a right to audit, verify or true-up licence, subscription or consumption usage in respect of the Services, the Customer shall provide Owlis with the information, access and cooperation Owlis reasonably requires in order to respond, within 10 Business Days of Owlis's written request. The Customer is responsible for any licence shortfall, true-up charge, back-dated fee, penalty or other cost the provider levies in respect of the Customer's usage, together with Owlis's reasonable costs of responding to the audit.

5.4A Licence compliance indemnity. The Customer shall indemnify Owlis and each member of its Group in full, on demand, against all claims, demands, proceedings, audit findings, true-up charges, back-dated fees, penalties, fines, losses, damages, liabilities, costs and expenses (including reasonable legal and professional fees and Owlis's reasonable costs of responding to any audit or enquiry) suffered or incurred in connection with any failure by the Customer to comply with clause 4.1.19 or with any licensor's terms, including any claim, audit or enforcement action brought by a licensor, a licensor's agent or a software compliance or anti-piracy body in respect of the Customer's deployment or use of software. This clause is in addition to clauses 5.3.2, 5.4 and 6.16 and to paragraph 4.2 of Schedule 1.

6. INTELLECTUAL PROPERTY

6.1. Owlis and its licensors shall retain ownership of all Owlis IPRs and, subject to the terms relating to the Owlis Computer Software which shall be as set out in the remainder of this clause 6, hereby grants the Customer a non-exclusive, royalty-free, revocable licence to use Owlis IPRs as necessary for the purpose of receiving and using the Services and the Deliverables in the Customer's business during the Term. The Customer acknowledges that, in respect of any third-party Intellectual Property Rights in the Services to be provided under this Agreement the Customer's use of any such Intellectual Property Rights is conditional on Owlis obtaining a written licence from the relevant licensor on such terms as will entitle Owlis to license such rights to the Customer.

6.1A Deliverables after the Term. Notwithstanding clause 6.1, where a Deliverable has been produced by Owlis for the Customer under the Agreement and the Charges attributable to it have been paid in full, the licence granted in clause 6.1 in respect of that Deliverable survives termination or expiry of the Agreement and continues on a non-exclusive, non-

transferable, royalty-free basis for the Customer's internal business purposes only. The Customer may make that Deliverable available to a replacement service provider solely for the purpose of that provider supplying equivalent services to the Customer, and for no other purpose. The surviving licence does not permit the Customer to modify, adapt, commercialise, sub-license or otherwise exploit the Deliverable, and does not extend to the Owlis Computer Software or to any tool, method, template, script, library or other background intellectual property of Owlis which is used to produce, or is embedded in or referred to by, a Deliverable, the licence to which ends with the Term in accordance with clauses 6.1 and 6.4. Owlis retains ownership of all Deliverables and all Owlis IPRs at all times. This clause is to be read consistently with paragraph 9.1 of Schedule 5 and with Schedule 11 (Exit and Transition Assistance), and applies whether or not the Basic Order Terms contain an equivalent provision.

6.2. Where the Services include Customer access to Owlis's proprietary software ("**Owlis Computer Software**"), then access to such Owlis Computer Software is provided in accordance with this clause 6.

6.3. During the Term, Owlis grants to the Customer a non-exclusive licence use or access the Owlis Computer Software in so far as is necessary to benefit from the Services provided under the Agreement.

6.4. Owlis reserve the right to terminate the above licence and disable access to any hyperlink, user identification code or password, at any time, if in Owlis's reasonable opinion the Customer has failed to comply with any of the provisions of this clause 6 and in any event such licence will terminate and access disabled on termination of the Agreement for whatever reason.

6.5. The Customer must treat any access hyperlink, user identification code, password or any other piece of information provided to it as part of Owlis's security procedures as confidential and must not disclose it to any third party.

6.6. Owlis does not guarantee that the Owlis Computer Software will be secure or free from bugs or viruses.

6.7. The Customer is responsible for configuring and maintaining its operating environment in order to use and/or access the Owlis Computer Software and install and maintain suitable virus protection software.

6.8. The Customer must not misuse the Owlis Computer Software by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful.

6.9. The Customer must not attempt to gain unauthorised access to the Owlis Computer Software website portals, the server on which any Owlis Computer Software is stored or any server, computer or database connected to the Owlis Computer Software portal. In the event of such a breach, the Customer's right to use the Owlis Computer Software will cease immediately.

6.10. The Customer shall (and in this clause 6.10 references to Owlis IPRs include the Owlis Computer Software):

6.10.1. not copy any Owlis IPRs or any associated documentation except where such copying is incidental to normal use of the same or where it is necessary for the purpose of back-up or operational security;

6.10.2. not rent, lease, sub-license, loan, translate, merge, adapt, vary or modify any Owlis IPRs or documentation;

6.10.3. not make alterations to, or modifications of, the whole or any part of any Owlis IPRs nor permit any Owlis IPRs or any part of them to be combined with, or become incorporated in, any other programs;

6.10.4. not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of any Owlis IPRs nor attempt to do any such things except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of any Owlis IPRs with another software program;

6.10.5. ensure that any Owlis IPRs are not used to create any software which is substantially similar to any Owlis IPRs;

6.10.6. keep all copies of any Owlis IPRs secure and to maintain accurate and up-to-date records of the number and locations of all copies of any Owlis IPRs;

6.10.7. supervise and control use of any Owlis IPRs and ensure that any Owlis IPRs is used by the Customer's employees and representatives in accordance with the terms of this clause 6.

6.11. If the Customer knows or suspect that anyone other than the Customer (its officers or employees) knows the Customer's access hyperlink, user identification code or password, the Customer must promptly notify Owlis.

6.12. If the Customer instructs Owlis to obtain a domain name for the Customer, Owlis shall act as an agent for the Customer in dealing with the relevant domain name registration authority. The contract for the domain name shall be between the Customer and the relevant domain name registration authority and the Customer agrees that they shall be solely responsible for renewals, legal, technical, administrative, billing or other requirements imposed by the relevant domain name registration authority (and relevant costs and expenses thereof).

6.13. Owlis gives no warranty that the domain name requested will not infringe the rights of any third party and all such enquiries shall be the responsibility of the Customer, and the domain name shall form part of the Customer Materials for the purposes of these Conditions.

6.14. If Owlis licences to the Customer an IP address as part of the Services, such IP address shall (to the extent permitted by law) revert to Owlis after termination of the relevant Order Form for any reason whatsoever, whereupon the Customer shall cease using the address. At any time after such termination, Owlis may re-assign the address to another user.

6.15. The Customer hereby grants Owlis a fully paid-up, worldwide, non-exclusive, royalty-free licence to copy and modify the Customer Materials for the purpose of providing the Services to the Customer in accordance with the Agreement.

6.16. The Customer shall indemnify Owlis and each member of its Group in full against any costs, expenses, losses or liabilities suffered or incurred in connection with any claim brought against Owlis and/or any member of its Group for infringement of a third party's rights (including any intellectual property rights) arising out of, or in connection with, the receipt or use of the Customer Materials by Owlis.

7. DATA PROTECTION

7.1. For the purposes of this clause 7, the terms **controller**, **processor**, **data subject**, **personal data**, **personal data breach** and **processing** shall have the meaning given to them in the UK GDPR.

7.2. Both Parties will comply with all applicable laws relating to the processing and protection of personal data including the UK GDPR (**Data Protection Laws**).

7.3. The Parties have determined that, for the purposes of Data Protection Laws:

7.3.1. the personal data processed by Owlis for the purpose of the administration and management of its relationship with the Customer (including the names, contact details and job titles of personnel, representatives and agents of the Customer) shall be processed by Owlis as controller; and

7.3.2. the personal data processed by Owlis in the course of providing the Services to the Customer (**Personal Data**) shall be processed by Owlis as a processor on behalf of the Customer and shall be further described in paragraph 7.8 of the Data Processing Addendum (Schedule 7).

7.4. The Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Owlis and access to the Personal Data by Owlis for the duration and purposes of each Order Form.

7.5. In respect of the Personal Data, the scope, nature and purpose of processing by Owlis, the duration of the processing and the types of personal data and categories of data subject shall be as described in paragraph 7.8 of the Data Processing Addendum (Schedule 7), read with the Services named in the relevant Order Form.

7.6. Owlis shall, in relation to the Personal Data:

7.6.1. process that Personal Data only on the documented instructions of the Customer, which shall be to process the Personal Data for the purposes, and in accordance with the subject matter, duration, nature, types of personal data and categories of data subject, set out in paragraph 7.8 of the Data Processing Addendum (Schedule 7), read with the Services named in the Order Form, unless Owlis is required by applicable laws to otherwise process that Personal Data (in which case Owlis shall notify the Customer of this before performing the processing required by such law unless those laws prohibit Owlis from so notifying the Customer on important grounds of public interest). Owlis shall inform the Customer if, in the opinion of Owlis, the instructions of the Customer infringe Data Protection Laws;

7.6.2. implement appropriate and commercially reasonable technical and organisational measures to protect against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data, having regard to the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected;

7.6.3. ensure that any personnel engaged and authorised by Owlis to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;

7.6.4. assist the Customer insofar as this is possible (taking into account the nature of the processing and the information available to Owlis), and at the Customer's cost and written request, in responding to any request from a data subject and in ensuring the Customer's compliance with its obligations under Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

7.6.5. notify the Customer without undue delay on becoming aware of a personal data breach involving the Personal Data;

7.6.6. at the written direction of the Customer, and at the Customer's cost and expense, at the Customer's choice, either delete or return the Personal Data and copies thereof to the Customer on termination of the Order Form to which the Personal Data relates unless Owlis is required by applicable laws to continue to process that Personal Data. For the purposes of this clause 7.6.6, Personal Data shall be considered deleted where it is put beyond further use by Owlis; and

7.6.7. maintain such records as are reasonably required to demonstrate its compliance with this clause 7 and make copies of such records (to the extent relating to the Personal Data) available to the Customer on its reasonable request during the Term to demonstrate Owlis's compliance with this clause 7 and the Data Protection Laws. If the Customer, acting reasonably, determines that the records provided in accordance with this clause 7.6.7 are insufficient to demonstrate Owlis's compliance with this clause 7 and Data Protection Laws it may, during the Term, on not less than thirty days' prior written notice, allow for a reasonable audit by the Customer or the Customer's designated auditor (subject to such auditor entering into such binding confidentiality undertakings as are approved by Owlis), for this purpose. Any such audit shall not be carried out more than once in any twelve-month period and shall be conducted in such a manner as to minimise any disruption to Owlis's business.

7.7. The Customer provides its prior, general authorisation for Owlis to:

7.7.1. appoint processors to process the Personal Data, provided that Owlis:

7.7.1.1. shall ensure that the terms on which it appoints such processors comply with Data Protection Laws, and are consistent with the obligations imposed on Owlis in this clause 7;

7.7.1.2. shall remain responsible for the acts and omissions of any such processor as if they were the acts and omissions of Owlis; and

7.7.1.3. shall inform the Customer of any intended changes concerning the addition or replacement of the processors, thereby giving the Customer the opportunity to object to such changes provided that if the Customer objects to the changes and cannot demonstrate, to Owlis's reasonable satisfaction, that the objection is due to an actual or likely breach of the Data Protection Laws, the Customer shall indemnify Owlis for any losses, damages, costs (including legal fees) and expenses suffered by Owlis in accommodating the objection. Where applicable, for the purpose of this clause, the Customer shall be deemed to have consented to the appointment of the provider of any Third Party Services as a processor where the Customer purchases Third Party Services in an Order Form;

7.7.2. transfer Personal Data outside of the UK as required, provided that Owlis shall ensure that all such transfers are effected in accordance with Data Protection Laws. For these purposes, the Customer shall promptly comply with any reasonable request of Owlis, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the Information Commissioner from time to time (where the UK GDPR applies to the transfer).

7.8 The Customer remains responsible for its own obligations as controller and as a business, including registration with and payment of the data protection fee to the Information Commissioner's Office, responding to data subjects, making any notification to the Information Commissioner or to affected individuals that the law requires of it, and meeting any National Cyber Security Centre or sector guidance that applies to it. Nothing in the Agreement transfers those obligations to Owlis, and Owlis's assistance under clause 7.6.4 does not make Owlis responsible for them.

8. CHARGES AND PAYMENT

8.1. In consideration for the provision of the Services, the Customer shall pay Owlis the Charges in accordance with the payment schedule specified in the Order Form or, if there is no payment schedule specified, in accordance with this clause 8. Time for payment shall be of the essence of this Agreement.

8.2. Where the Charges are calculated on a time and materials basis and unless expressly stated otherwise in the relevant Order Form:

8.2.1. Owlis's daily fee rates are those stated in the Order Form or, where the Order Form is silent, at Owlis's prevailing rates at the relevant time, and are calculated on the basis of a 7.5-hour day worked during Business Hours;

8.2.2. Owlis shall be entitled to charge an overtime rate as stated in the relevant Order Form or, where the Order Form is silent, at Owlis's prevailing overtime rate, on a pro rata basis for any time worked by individuals whom it engages (with the Customer's agreement) on the Services outside Business Hours;

8.2.3. Owlis shall use reasonable endeavours to ensure that every individual whom it engages on the Services completes time sheets to record time spent on the Services, and Owlis shall, where requested, indicate the time spent per individual in its invoices; and

8.2.4. Owlis reserves the right to charge additional Charges for a maintenance call to the Equipment that has been moved to a new location and not installed by Owlis if Owlis reasonably determines that the problem was caused by the transportation or re-installation of the Equipment.

8.2.5. Where the Agreement refers to Owlis's prevailing rates, prevailing day rates or a prevailing overtime rate, those are the Prevailing Rates, and a summary is available to the Customer on request in accordance with that definition. This clause applies wherever the reference appears, including in the Service-Specific Terms and the Schedules.

8.3. If the Customer books Professional Services work, via Order Form or Change Request, but subsequently cancels or delays the same (whether temporarily or indefinitely) then the following cancellation charges shall immediately become due and payable by the Customer to Owlis for each individual applicable Service

8.3.1. where cancellation or delay is within 24 hours of work commencing – 100% of invoice value;

8.3.2. where cancellation or delay is more than 24 hours but not more than 72 hours before work is due to commence - 75% of invoice value; or

8.3.3. where cancellation or delay is more than 72 hours but not more than 14 days before work is due to commence - 50% of invoice value.

8.3.4 where cancellation or delay is more than 14 days but not more than 21 days before work is due to commence - 25% of invoice value.

8.3A Abortive and wasted attendance. Where Owlis, or a subcontractor or supplier of Owlis, attends a site, or begins or reserves time for booked work, and the work cannot proceed, cannot be completed, or has to be repeated or extended because of an act or omission of the Customer — including access not being available, the site or environment not being ready, the Customer's nominated contact not attending, or the Customer not providing information, credentials, decisions,

approvals, licences, equipment or third party cooperation which Owlis has requested, or any such information proving inaccurate or incomplete — Owlis may charge the Customer: (a) the time actually spent, including travel and waiting time, at the Prevailing Rates, subject to a minimum of half a day calculated on the basis set out in clause 8.2.1 where the attendance cannot proceed at all; (b) any abortive-visit, missed-appointment, no-fault-found, re-visit or re-scheduling charge passed on from a supplier, carrier or subcontractor, together with the Administration Fee; (c) any travel, accommodation, subsistence, shipping or other expenses reasonably incurred; and (d) the reasonable additional Charges for any further attendance, re-mobilisation or re-work required in order to complete the work.

8.3A.1 Owlis will tell the Customer as soon as reasonably practicable that clause 8.3A applies and, before any further attendance is booked, what is required from the Customer. Nothing in clause 8.3A obliges Owlis to proceed with work where the Customer's dependencies have not been met. Clause 8.3A is in addition to clauses 4.4, 8.3 and 8.20 and to the Service-Specific Terms. A charge under clause 8.3A is not a cancellation charge under clause 8.3, and Owlis shall not recover more than once in respect of the same period.

8.4. Where the Charges are calculated on a fixed price basis, the amount of those charges shall be as set out in the Order Form. Fixed price Charges shall cover only the Services as outlined in the Order Form, Service-Specific Terms or Statement of Work. Anything in addition to such Service shall be deemed a Chargeable Request and will be billed accordingly. Clause 8.2.4 applies to a maintenance call following a move or re-installation not carried out by Owlis.

8.5. Charges exclude the following, which shall be payable by the Customer within 30 days following submission of an appropriate invoice or as otherwise stated in the Order Form:

8.5.1. the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom Owlis engages in connection with the Services; and

8.5.2. the cost to Owlis of any materials or services procured by Owlis from third parties for the provision of the Services as such items and their cost are set out in the Order Form or otherwise approved by the Customer in advance from time to time.

8.6. All amounts payable by the Customer exclude amounts in respect of value added tax (**VAT**), which the Customer shall additionally be liable to pay to Owlis at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice and shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

8.7. The Customer shall pay each invoice submitted to it by Owlis within 10 days of the date of the invoice by direct debit unless otherwise agreed in writing between the Parties (including in any Order Form) and to the bank account nominated in writing from time to time by Owlis. Where the Order Form or the Service-Specific Terms state a collection date or cycle for a Service, that date or cycle applies to that Service in place of the period stated in this clause. If the Customer fails to make any payment due to Owlis under the Agreement by the due date for payment, then, without limiting Owlis's remedies under clause 10:

8.7.1. the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, at a rate of 8% per annum above the base rate of the Bank of England from time to time, whether before or after judgment;

8.7.2. Owlis may levy an administration fee or other similar charge levied by a bank in respect of any unpaid items returned by the bank and remove any discount provided to the Customer; and

8.7.3. Owlis may suspend all or part of the supply of the Services until payment has been made in full.

8.7A Payment periods. The period stated in clause 8.7 applies to Recurring Services and to variable, usage and consumption Charges. A Third Party Service is payable on the same basis as the corresponding category of Service: a Third Party Service supplied on a recurring or subscription basis follows the period for Recurring Services, and a one-off Third Party Service follows the period for Goods and One-off Licences. Unless the Order Form states otherwise, Charges for Goods and One-off Licences are payable within 30 days of the date of the invoice, and Charges for Professional Services are payable within 30 days of the date of the invoice save where the Order Form or a Statement of Work provides for payment in advance or on a milestone basis, in which case that basis applies. Where the Order Form states a payment period for a Service, that period applies to that Service.

8.7B Billing frequency. Recurring Services are generally billed monthly in advance. Where the Order Form so states, Recurring Services may instead be billed quarterly in advance or annually in advance, in each case on the payment terms in clauses 8.7 and 8.7A.

8.7C Changes part way through a billing period. Where a Service or Third Party Service is added, increased, upgraded or otherwise changed with effect from a date part way through a billing period, the resulting increase in the Charges for the remainder of that period is calculated pro rata and invoiced in arrears on the next invoice, since by its nature it cannot be included in an invoice already issued for that period. From the start of the next billing period the changed Charges are invoiced on the normal cycle for that Service or Third Party Service. Where a reduction takes effect part way through a billing period, no refund or credit arises in respect of that period and the reduced Charges apply from the start of the next billing period.

8.8. The Customer and Owlis acknowledge that contracts can take significant time to be processed or implemented, depending on the Services taken. This may lead to delays to Services going live. Third Party service and Software may also be delayed further due to supplier issues outside of Owlis's control. The Service Start Date on the Order Form represents the

best estimate of the Service Commencement Date based on information known at the date of order, but will be subject to change. Some Professional Services work may take longer than 90 days to implement from date of order. Owlis will not accept any liability for delays to Service Commencement Date.

Where such delays are due to failure of the Customer to fulfil any of the Customer Obligations, Owlis may invoice the Customer for some or all of the Services and any amounts invoiced will become immediately payable to Owlis

8.9. Pass-through of supplier price changes. Where a supplier of a Third Party Service, a licensor, a carrier, an operator or another supplier of an input to the Services increases the price it charges Owlis for that input, or where a movement in exchange rates affects the cost to Owlis of an input priced in a foreign currency, Owlis may increase the Charges for the affected Service by the amount of that increase, passed on at cost, on written notice to the Customer given as soon as reasonably practicable after Owlis receives notice of the change. The increase takes effect from the date the supplier's change takes effect for Owlis or, if later, the date stated in Owlis's notice. This clause is limited to passing on the supplier's change at cost. Any other increase in the Charges is made only under clauses 3.2.9 to 3.2.11 or as the Agreement otherwise expressly permits.

8.10. Owlis may, without prejudice to any other rights it may have, set off any liability of the Customer to Owlis and any member of its group against any liability of Owlis and any member of its group to the Customer.

8.11. Owlis will never notify the Customer of any change to the payment process or its bank details solely via email. If the Customer receives an email purporting to be from Owlis notifying it of changes to payment processes or bank details, the Customer must:

8.11.1. not click on any links or act upon any information in the email; and

8.11.2. promptly notify Owlis of this matter.

8.11.3 ensure bank details are independently verified directly with an authorised member of the Owlis finance team.

8.12 Owlis accepts no responsibility for any erroneous or late payments made by the Customer. Payments will only be deemed to have been made when they have landed and cleared in a nominated Owlis bank account.

8.13 Invoice queries. If the Customer disputes any part of an invoice it shall notify Owlis in writing within 14 days of the date of the invoice, giving reasonable detail of the amount disputed and the grounds for the dispute. The Customer shall pay the undisputed balance by the due date. Any part of an invoice not disputed within that period is deemed accepted and the Customer waives any right to dispute it. The Parties shall deal with a disputed amount promptly and in good faith and, failing resolution, in accordance with clause 12.13.

8.14 Late-arriving and third party charges. The Customer acknowledges that certain Charges, in particular usage, consumption and third party charges, are notified to Owlis after the period to which they relate. Owlis may invoice such Charges when it receives them, including after termination or expiry of the Agreement, provided that it does so within 12 months of the date on which the relevant usage or supply occurred. Such invoices are payable in accordance with this clause 8, and this clause 8.14 survives termination or expiry of the Agreement.

8.15 Charges during suspension. Where the Services or any of them are suspended in accordance with the Agreement (including under clauses 4.4, 8.7.3 and 8.16), the Charges for the suspended Services continue to accrue and remain payable throughout the period of suspension. Before the affected Services are restored the Customer shall pay a reconnection charge equal to any reconnection or reactivation charge passed on from Owlis's suppliers, together with the Administration Fee.

8.16 Fraud and unauthorised usage. The Customer is responsible for, and shall pay for, all usage of the Services generated on or through its connections, accounts, credentials, numbers, SIMs or equipment, whether or not that usage was authorised by the Customer, and including usage arising from fraud, hacking, misconfiguration, dial-through, theft or loss of equipment, or the act or omission of any third party.

8.16.1 Owlis may, without notice and without liability to the Customer, bar, cap, restrict, suspend or disconnect all or part of the Services where Owlis or any supplier suspects fraudulent, unauthorised, unusual or excessive usage, or where a supplier requires it to do so.

8.16.2 Charges in respect of such usage remain payable on the due date pending the outcome of any investigation. Where Owlis subsequently obtains a credit, waiver or other recovery from the relevant supplier in respect of that usage, Owlis shall pass the benefit of that recovery to the Customer, less its reasonable costs of obtaining it; Owlis is not otherwise obliged to credit, waive or refund such Charges.

8.16.3 The Customer shall notify Owlis immediately on becoming aware of any actual or suspected fraudulent or unauthorised use of the Services, or of the loss or theft of any equipment, SIM or credential, and shall cooperate with Owlis and any supplier in investigating and preventing it. Nothing in this clause 8.16 limits the Customer's obligations under clause 4.1.10.

8.17 Credit risk and payment profile. Where a credit check, credit reference, payment history or change in the Customer's financial position gives Owlis reasonable grounds for concern, Owlis may, on written notice, require that any annual or other committed-term Charges are paid monthly in advance or in full in advance, require a deposit or other reasonable security, or reduce or withdraw any credit facility. This applies at the point of order, on renewal, and at any time during the Term. If the

Customer does not meet a requirement under this clause within 10 Business Days, Owlis may decline to proceed with, or suspend, the affected Services under clause 8.7.3, in each case without liability to the Customer.

8.18 Handling, shipping and storage. Handling, shipping, delivery, expedited-delivery and re-delivery charges are payable by the Customer as agreed on the Order Form or, where a supplier levies such a charge, as passed on from Owlis's suppliers together with the Administration Fee. Where Owlis holds Goods, Equipment or other Customer property beyond an agreed delivery or collection date at the Customer's request, or because of the Customer's act or omission, Owlis may charge a reasonable storage charge, notified to the Customer in advance.

8.19 General lien. Owlis shall have a general lien over any Goods, Equipment or other property of the Customer that is in Owlis's possession or control for all sums due from the Customer to Owlis on any account, and may retain that property until those sums are paid in full. Owlis shall notify the Customer in writing before exercising this right, and shall exercise it only in respect of sums that are due and not disputed in accordance with clause 8.13. This clause does not entitle Owlis to sell or dispose of the Customer's property.

8.20 Supplier Administration Charges. Supplier Administration Charges are limited to charges of the following kinds: (a) cease, disconnection, de-installation, cancellation and early-termination charges; (b) port-out and number-migration charges; (c) reconnection, reactivation and re-provisioning charges, including following a suspension; (d) excess construction charges and any associated survey, planning or expediting charge; (e) abortive-visit, missed-appointment and no-fault-found charges; (f) migration, re-grade, site-move and reconfiguration charges; (g) expedited-delivery, re-delivery and restocking charges; and (h) licence true-up, audit and back-dated subscription charges.

8.20.1 A Supplier Administration Charge is passed on to the Customer at the amount Owlis is charged, together with the Administration Fee, and Owlis will provide reasonable evidence of it on request. Passing on a Supplier Administration Charge at cost, and charging the Administration Fee, is without prejudice to, and does not reduce, satisfy or limit, any other Charge or sum payable under the Agreement. In particular it does not affect the Charges for Services supplied up to the date of termination, the Minimum Charges, or any early termination, cease or minimum-term charge payable under the Agreement or under the Service-Specific Terms.

8.20.2 No Supplier Administration Charge arises in respect of the recurring Charges, one-off Charges, Professional Services fees or Third Party Service costs set out in the Order Form, or in respect of any charge already provided for in the Agreement.

8.21 Consolidated billing across the Customer's group. Where Services are supplied to one or more Customer Subsidiaries under clause 2.10, Owlis invoices the Customer alone, as a single consolidated invoice, and the Customer shall pay that invoice in full in accordance with this clause 8. Owlis is not obliged to invoice, or to accept payment from, any Customer Subsidiary, or to issue separate, split or apportioned invoices. Allocating and recovering the Charges as between the Customer and its Customer Subsidiaries is the Customer's responsibility, and no arrangement between them affects the Customer's obligation to pay Owlis in full and on time.

8.21.1 On the Customer's reasonable request, and not more than once in any billing period, Owlis shall provide a breakdown of the Services, licences, subscriptions, Users and consumption attributable to each Customer Subsidiary, to support the Customer's own internal recharging. A breakdown is provided for information only, is not an invoice, and does not create any liability of Owlis to a Customer Subsidiary.

8.21.2 Where Owlis agrees in writing to invoice a Customer Subsidiary directly, or to split or apportion an invoice, it may charge for doing so at its Prevailing Rates, and the Customer remains liable for any amount not paid by that Customer Subsidiary by its due date. No dispute or arrangement between the Customer and a Customer Subsidiary entitles the Customer to withhold, set off or delay any amount payable to Owlis.

9. LIMITATION OF LIABILITY

9.1. Nothing in the Agreement shall limit or exclude Owlis's liability for: death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors; fraud or fraudulent misrepresentation; and/or any other liability which cannot be limited or excluded by applicable law.

9.2. Subject to clause 9.1, Owlis shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Agreement for any of the following, whether direct or indirect:

9.2.1. loss of profits;

9.2.2. loss of sales or business;

9.2.3. loss of agreements or contracts;

9.2.4. loss of anticipated savings;

9.2.5. loss of use or corruption of software, data or information, save that in respect of Customer Data clause 9.2.29 applies in place of this clause 9.2.5;

9.2.6. loss of, depletion of and/or damage to goodwill;

9.2.7 any special, indirect or consequential loss;

- 9.2.8** any failure of the Customer or any of its employees to comply with the terms of the Agreement or any user manual or other documentation supplied by Owlis or any manufacturer;
- 9.2.9** visits to premises other than the Customer address specified in the Order Form or Service-Specific Terms;
- 9.2.10** any use of the Equipment by the Customer in conjunction with any other equipment or any software not previously approved by Owlis;
- 9.2.11.** electrical work external to the Equipment;
- 9.2.12.** maintenance of equipment not forming part of the Equipment or of accessories to the Equipment not supplied by Owlis;
- 9.2.13.** the attachment or removal of accessories, attachments or other devices by the Customer or a third party;
- 9.2.14.** the supply and fitting of consumable accessories such as ribbons, tapes or disks;
- 9.2.15.** painting, refurbishing or cleaning the exterior of the Equipment;
- 9.2.16.** reconditioning or replacement of the Equipment or parts thereof;
- 9.2.17.** placing the Equipment into proper working condition at the commencement of the Term if the Equipment has not been supplied by Owlis;
- 9.2.18.** relocation of the Equipment;
- 9.2.19.** the installation of an operating software upgrade or any other work in relation to any firmware/software loaded onto the Equipment or used by the Customer in conjunction with the Equipment or the Software;
- 9.2.20.** use of inappropriate software in conjunction with the Equipment;
- 9.2.21.** wilful damage to or negligent use of the Equipment;
- 9.2.22.** providing the Services outside Business Hours;
- 9.2.23.** repair of damage which in Owlis's reasonable opinion results from :- (a) accident, transportation, neglect or misuse of the Equipment during the Term; or (b) modifications to the Equipment made during Term without prior notification to Owlis; and/or
- 9.2.24.** unauthorised attempts by or on behalf of the Customer to repair the Equipment, failure or surge of electrical power, or failure of air conditioning or humidity control.
- 9.2.25.** delays to the Service Commencement Date of any Service.
- 9.2.26.** damage to buildings, or loss of or damage to property, arising from works carried out by or on behalf of the Customer or by a third party not engaged by Owlis;
- 9.2.27.** any act or omission of the Customer or of its personnel, including where a User has received security-awareness or other training provided or arranged by Owlis and nonetheless causes or permits a security incident, breach, loss or damage;
- 9.2.28.** any output, recommendation, classification or content generated by an AI-assisted or automation tool, and the Customer's compliance or non-compliance with any law, regulation, guidance or standard applicable to its own use of AI; and
- 9.2.29.** any loss, corruption or unavailability of Customer Data or of any backup, save to the extent caused by Owlis's wilful misconduct or, where Owlis supplies a backup, disaster recovery or data protection Service, by Owlis's failure to provide that Service with reasonable skill and care (as to which paragraph 10.5 of Schedule 10 applies).
- 9.3.** Subject to clauses 9.1 and 9.2, Owlis's total aggregate liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, howsoever arising under or in connection with the Agreement shall be limited to the amount received by Owlis from the Customer pursuant to the Agreement during the twelve months preceding the date the liability arose, provided that if any liability arises during the first twelve months of the Agreement, Owlis's total aggregate liability to the Customer shall be the amounts received from the Customer and payable by the Customer, to Owlis, in the first twelve months of the Term.
- 9.3A** For the purposes of clause 9.3, the Charges by reference to which Owlis's aggregate liability is calculated are the Charges for the Services only. They do not include any pass-through licence, subscription, third party or consumption costs that Owlis procures on the Customer's behalf; such pass-through costs neither count towards nor increase the cap in clause 9.3.
- 9.3B Supplier-caused liability.** Where a liability of Owlis to the Customer arises from, or is caused or contributed to by, an act, omission, failure, outage, withdrawal or default of a supplier of a Third Party Service or of any other input to the Services, Owlis's total liability in respect of that matter shall be limited to the lower of (a) the amount determined under clause 9.3 and (b) the amount Owlis actually recovers from that supplier in respect of that matter, net of Owlis's costs of recovery. Owlis shall use reasonable endeavours to pursue a recovery from the supplier where the Customer requests it in writing and indemnifies Owlis against the reasonable costs of doing so. This clause 9.3B does not increase Owlis's liability beyond the cap in clause 9.3.
- 9.3C More than one Order Form.** Where the Customer enters into more than one Order Form, each Order Form together with the Agreement Terms applicable to it constitutes a separate Agreement, and clause 9.3 applies separately to each. Where the Agreement states a limit, cap or threshold on Owlis's liability as a fixed sum of money, that sum applies once only

in respect of the same matter across all Agreements between the Customer and Owlis or any other Permitted Contracting Entity, and is not multiplied by the number of Agreements.

9.4. Owlis is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

9.5. Except as expressly and specifically provided in this Agreement:

9.5.1. the Customer assumes sole responsibility for results obtained from the use and/or receipt of the Services, and for conclusions drawn from such use. Owlis shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Owlis by the Customer in connection with the Services, or any actions taken by Owlis at the Customer's direction; and

9.5.2. all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement.

9.6. Any liability of Owlis for non-delivery of any Goods and One-off Licences, or of any Software (including any subscription licence), comprising the Services shall in all circumstances be limited to replacing such Goods and One-off Licences or Software within a reasonable time or issuing a credit note at the pro rata agreed rate against any invoice raised for them. Paragraph 3.2 of Schedule 1 of the Service-Specific Terms is to be read accordingly.

9.7 Time limit for claims. The Customer shall give Owlis written notice of any claim under or in connection with the Agreement within 6 months of the date on which the Customer became, or ought reasonably to have become, aware of the circumstances giving rise to the claim, and shall issue and serve proceedings, or commence arbitration under clause 12.13, in respect of that claim within 2 years of that date. A claim not notified and pursued within those periods is irrevocably waived and extinguished. This clause does not apply to any liability under clause 9.1, and does not extend any limitation period that would otherwise apply at law.

9.8. This clause 9 shall survive termination or expiry of the Agreement (howsoever caused).

9.9 Each sub-clause of this clause 9 operates separately. If any exclusion or limitation in this clause 9 is held to be unenforceable in whole or in part, the remaining exclusions and limitations shall continue in full force and effect.

9.10 Effect of an Acknowledgement of Risk. Where the Customer has signed an Acknowledgement of Risk under clause 4.6, then subject to clause 9.1 and to the fullest extent permitted by law, Owlis shall have no liability to the Customer for any loss, damage, incident or claim to the extent that it arises from, or would have been prevented or mitigated by, the standard not met or the control declined as recorded in that Acknowledgement of Risk. An Acknowledgement of Risk takes effect as a variation to the Agreement in respect of the Services it identifies, and applies until the Customer remedies the position and Owlis confirms in writing that it has been remedied.

10. COMMENCEMENT AND TERMINATION

10.1. The Agreement shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with any Order Form or these Conditions, until Owlis is no longer required, pursuant to clause 3.2, to provide any Services.

10.1A The Term of the Agreement runs from the Commencement Date. The Initial Service Term for each Service runs from the Service Commencement Date for that Service, which may fall later than the Order Date or the Commencement Date. Where the Service Commencement Date is delayed, the Initial Service Term for that Service is not shortened and its end date moves accordingly.

10.2. Without affecting any other right or remedy available to it, either Party to the Agreement may terminate it with immediate effect by giving written notice to the other Party if:

10.2.1. the other Party commits a material breach of any term of the Agreement which breach is irremediable; or

10.2.2. the other Party commits a material breach of any term of the Agreement and fails to remedy that breach within a period of 30 days after being notified in writing to do so; or

10.2.3. the other Party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or

10.2.4. a judgment or statutory demand against the other Party remains unsatisfied for 21 days, or a winding-up petition is presented against the other Party and is not withdrawn, struck out or dismissed within 14 days; or

10.2.5. a Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than four (4) weeks.

10.2.6 the other Party is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, proposes or enters into any moratorium, composition, compromise or arrangement with its creditors, or any person takes any step (including the appointment of a receiver, administrative receiver, administrator or similar officer) to enforce any security over, or take possession of, any of its assets.

10.3. Without affecting any other right or remedy available to it, Owlis may terminate the Agreement with immediate effect by giving written notice to the Customer if:

10.3.1. the Customer fails to pay any amount due under the Agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;

10.3.2. the Agreement includes the supply of any Third Party Services and Owlis's agreement with the supplier of such Third Party Services is terminated, expires, is varied in a way that materially affects Owlis's ability to supply the affected Services on the agreed terms, or the supplier withdraws or ceases to make available the relevant Third Party Service; or

10.3.3. the Customer is the subject of a change of control and Owlis (acting reasonably) determines that it no longer wishes to provide the Services to the Customer as a result of such change of control. For the purpose of the clause **control** has the meaning given in section 1124 of the Corporation Tax Act 2010.

10.3.4. a credit check, credit reference, payment history or other information gives Owlis reasonable grounds to believe that the Customer will not be able to pay the Charges as they fall due, and the Customer does not meet a requirement made by Owlis under clause 8.17 within 10 Business Days of that requirement.

10.3A Nothing in clause 10.2.4 or clause 10.3.4 limits Owlis's rights under clause 8.17 to require that Charges are paid monthly or in full in advance, to require a deposit or other reasonable security, or to reduce or withdraw a credit facility, which Owlis may exercise at any time on the grounds stated in that clause and without terminating the Agreement.

10.4. The Customer may terminate the Agreement on notice in writing to Owlis if Owlis fails to implement a Rectification Plan (as defined in clause 3.10) agreed in accordance with clause 3.10 within two months following the date the Rectification Plan was agreed and such failure has not been remedied within 30 days of notice in writing to do so. This clause shall constitute the Customer's sole remedy for any failure to meet the service levels set out in any Order Form or Service-Specific Terms.

10.4A Service levels and material breach. A failure by Owlis to meet a service level, or a response or target resolution time, is not of itself a material breach of the Agreement for the purposes of clause 10.2, whether that failure is isolated or repeated. Clause 3.10 sets out the exclusive process, and clause 10.4 the Customer's sole and exclusive remedy, in respect of any claim arising out of or in connection with the standard, quality, availability or timeliness of Owlis's performance of the Services, however that claim is framed and whether it is framed as a failure to meet a service level, a breach of clause 3.1A or clause 3.2.6, a breach of a provision of the Service-Specific Terms or of a Service Schedule, or otherwise. This clause applies whether or not the Basic Order Terms contain an equivalent provision. This clause 10.4A, clause 3.10 and clause 10.4 apply notwithstanding clause 12.10.

10.4B Clause 10.4A does not apply to, and does not limit: any liability under clause 9.1; any claim under clause 7 or the Data Processing Addendum; any claim under clause 6 or clause 12.4; any claim in respect of a deliverable under Schedule 5 (Professional Services); or the Customer's right to terminate under clause 10.2 for a material breach of an obligation other than one to which clause 10.4A applies.

10.5 Charges for the remainder of the Service Term. Each Recurring Service, and each Third Party Service supplied on a recurring or subscription basis, is supplied for its Service Term, and the Charges for the whole of that Service Term are payable. Where such a Service ends, is cancelled, or is removed or reduced before the end of its then-current Service Term, otherwise than as clause 10.5.2 provides, the Charges for the remainder of that Service Term remain payable, become due on the date the Service ends or is removed or reduced, and may be invoiced immediately. The amount is calculated at the rate applying at that date and by reference to the Minimum Charges attributable to that Service. This clause applies however the Service comes to an end, including where Owlis terminates under clause 10.3, and whether or not the Basic Order Terms contain an equivalent provision.

10.5.1 An amount payable under clause 10.5 is in addition to, and not in substitution for, the Charges accrued up to the date the Service ends, any Supplier Administration Charge and the associated Administration Fee payable under clause 8.20 or clause 11.1.5, any early termination, cease or minimum-term charge stated in the Service-Specific Terms, and any other sum due under the Agreement. Where the Service-Specific Terms state an early termination charge for a Service, that charge applies to that Service in place of the amount calculated under clause 10.5, and the remainder of this clause continues to apply to it.

10.5.2 No amount is payable under clause 10.5 where: (a) the Customer terminates the Agreement or the affected Service under clause 10.2 for Owlis's material breach, or under clause 10.4; (b) the Service ends on expiry of its Service Term following notice properly given under clause 3.2; or (c) the Service, or the quantity supplied, is reduced as clause 3.2.3B expressly permits for a Service or Third Party Service supplied on a Rolling Term. No amount is payable under clause 10.5 either where: (d) the Service or order is cancelled or terminated under a provision of the Agreement which states that the cancellation or termination is without further liability or without liability to the Customer, including clauses 2.8, 3.2.8A and 3.2.2 and paragraph 1.2A of Schedule 4; (e) the Customer terminates under clause 10.2.5 where the Force Majeure Event affects Owlis's performance; or (f) the Customer terminates under clause 12.3D.

10.5.3 The Customer acknowledges that the Charges for a Service are set by reference to the whole of its Service Term, and that an amount payable under clause 10.5 is the price of that Service Term rather than a sum payable on breach.

11. CONSEQUENCES OF TERMINATION

11.1. On termination or expiry of the Agreement:

11.1.1. the Customer shall immediately pay to Owlis all of Owlis's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Owlis may submit an invoice, which shall be payable immediately on receipt;

11.1.2. the Customer shall, return all of Owlis Equipment. If the Customer fails to do so, then Owlis may enter the Customer's premises and take possession of Owlis Equipment. Until Owlis Equipment has been returned or repossessed, the Customer shall be solely responsible for its safe keeping;

11.1.3. Owlis shall on request return any of the Customer Materials not used up in the provision of the Services; and

11.1.4. on request by the Customer, Owlis may agree to provide such reasonable assistance in the transitioning of the Services to the Customer or any third party nominated by it, provided that Owlis shall be entitled to charge the Customer for its reasonable costs incurred in the provision of such services.

11.1.5 the Customer shall pay any cease, disconnection, de-installation, cancellation, port-out or migration charge as passed on from Owlis's suppliers in respect of the Services, together with the Administration Fee. This applies whether the Agreement or the affected Service ends during or after its minimum term, and whether it ends by expiry, termination, cancellation or migration of the Service to another provider. Such charges are payable in addition to any early termination charge that applies under the Agreement.

11.2. Termination or expiry of the Agreement shall not affect any of the rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of such termination or expiry. Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement shall remain in full force and effect.

12. GENERAL

12.1. Force majeure. Provided it has complied with clause 12.2, neither Owlis nor the Customer (as the case may be) shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if it is prevented, hindered or delayed in or from performing any of its obligations under the Agreement by events, circumstances or causes beyond its reasonable control (**Force Majeure Event**). The time for performance of such obligations shall be extended accordingly.

12.2. The Party affected by the Force Majeure Event (**Affected Party**) shall: (i) as soon as reasonably practicable after the start of the Force Majeure Event, notify the other Party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement; and (ii) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

12.3. Assignment and other dealings. The Customer shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Agreement without Owlis's prior written consent. Owlis may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and/or obligations under the Agreement.

12.3A Owlis may, at any time and on written notice to the Customer, assign, transfer or novate the Agreement, or any of its rights and obligations under it, to any member of its Group, including any Permitted Contracting Entity, where it is reasonably required to do so — for example on a reorganisation of the Group or an internal transfer of a service line. Any such transfer does not of itself change the Services, the Charges or the Service Term. The Customer shall give such reasonable cooperation, and execute such documents, as Owlis reasonably requests in order to give effect to it.

12.3B Continuity of the contracting entity. Owlis may exercise its rights under clause 12.3C as it sees fit, including in connection with a reorganisation of the Group, an internal transfer of a service line, or a disposal of any company, business or part of the customer base within the Group, but is not obliged to do so. Where a Permitted Contracting Entity named in an Order Form ceases to be a member of the Group and the Agreement is not assigned, transferred or novated, that entity continues to be Owlis for the purposes of that Agreement and the Agreement continues in full force and effect between that entity and the Customer on the same terms. Nothing in the definitions of Owlis, Permitted Contracting Entity or Group operates to terminate, suspend or vary the Agreement, or to relieve either Party of any obligation under it, by reason of a change in the composition of the Group.

12.3C Permitted Transferees and advance consent. Owlis may at any time, and without the further consent of the Customer, assign, transfer, charge, subcontract, declare a trust over, novate or otherwise dispose of any or all of its rights and obligations under the Agreement to any holding company of Owlis, any subsidiary of Owlis, any subsidiary of any such holding company, or any purchaser of the whole or any part of the business, assets or undertaking to which the Agreement relates, including a purchaser of any group of customer agreements of which the Agreement forms part (each a **Permitted Transferee**). The Customer irrevocably consents in advance to any such assignment, transfer or novation and shall, if reasonably requested by Owlis, execute any document and do any act reasonably necessary to give effect to it. This clause is in addition to, and is not limited or qualified by, clause 12.3 or clause 12.3A.

12.3D Effect of a novation. Where the Agreement is novated to a Permitted Transferee, with effect from the date specified in the notice given under this clause: (a) the Permitted Transferee assumes the rights and obligations of Owlis under the Agreement arising on or after that date; (b) Owlis is released from its obligations under the Agreement arising on or after that date; and (c) references in the Agreement to Owlis are read as references to the Permitted Transferee. Where the Permitted Transferee is a member of the Group, it also assumes the rights and liabilities of Owlis under the Agreement accrued before that date, and Owlis is released from them. Where the Permitted Transferee is not a member of the Group, rights and liabilities of either Party accrued before that date are unaffected. In all other respects the Agreement continues in full force and effect on the same terms. In particular, an assignment, transfer or novation under clause 12.3C does not change the Services, the Charges, the Minimum Charges, the Initial Service Term, any Renewed Service Term, the Notice Period, any service levels or any other provision of the Agreement, and does not restart, extend or shorten any period running under it. Owlis shall give the Customer written notice of an assignment, transfer or novation under clause 12.3C, identifying the Permitted Transferee and the effective date, no later than 30 days after it takes effect. Such an assignment, transfer or novation does not of itself entitle the Customer to terminate the Agreement or any Service, provided that the Permitted Transferee is capable of performing Owlis's obligations under it.

12.4. Confidentiality. Each Party undertakes that it shall not: (i) at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other Party (or any member of its Group) (**Confidential Information**), except to members of its Group and/or its or their employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the Party's obligations under the Agreement (**Representatives**); or (ii) use the other Party's Confidential Information for any purpose other than to perform its obligations under the Agreement. Each Party shall take reasonable steps to ensure that its Representatives to whom it discloses the other Party's Confidential Information comply with this clause 12.4.

Confidential Information shall not include any information that: (i) is at the time of disclosure or subsequently becomes publicly available without the receiving party's breach of any obligations owed the disclosing party; (ii) became known to the receiving party, free of any obligation of confidence, prior to the disclosing party's disclosure of such information to the receiving party; (iii) became known to the receiving party from a source other than the disclosing party other than by the breach of an obligation of confidentiality owed to the disclosing party; or (iv) is independently developed by the receiving party.

The Parties hereby acknowledge and agree that the foregoing undertakings shall not apply to the extent any disclosure and/or use is required by law, a court of competent jurisdiction or any governmental or regulatory authority. Each Party shall, on request and on termination of the Agreement, return to the other Party all Confidential Information belonging to the other Party which is in physical form and to the extent reasonably practicable, destroy any other records containing Confidential Information. The obligations in this clause shall continue following termination of the Agreement.

12.4A Confidential Information includes, without limitation, the Charges, and all pricing, rates, discounts and margins, and the existence and terms of the Agreement (including each Order Form, Statement of Work and Service Schedule). Information is Confidential Information whether or not it is marked or identified as confidential.

12.4B The Representatives to whom a Party may disclose the other's Confidential Information under clause 12.4 include its professional advisers, auditors, insurers and funders, and any actual or prospective assignee, transferee or acquirer permitted under clause 12.3, 12.3A or 12.3C, in each case only where that person needs the information and is bound by obligations of confidentiality no less onerous than this clause 12.4. The disclosing Party remains responsible for its Representatives' compliance.

12.4C A Party shall comply with a request to return or destroy Confidential Information within 30 days. Nothing in this clause requires a Party to delete a copy held in an archive or backup taken in the ordinary course of business, or any copy it is required to retain by law, by a regulator or under its professional obligations. Any copy so retained remains subject to this clause 12.4 for as long as it is held. This clause is subject to paragraph 13.6 of Schedule 13 and to the return-or-delete provisions of the Data Processing Addendum (Schedule 7).

12.5. Entire agreement. The Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each Party acknowledges that in entering into the Agreement it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Agreement.

12.5A Nothing in clause 12.5 supersedes, extinguishes or otherwise affects any confidentiality or non-disclosure agreement between the Parties entered into before the Commencement Date, which continues in full force and effect alongside the Agreement. Where such an agreement and clause 12.4 are inconsistent on the protection of confidential information, the provision affording the greater protection to the disclosing Party prevails.

12.6. Variation. Owlis may vary the Agreement by written notice to the Customer (including by email) where the variation (a) is required in order to comply with applicable law, regulation or a requirement of a regulator; (b) is a variation of Third Party Requirements made under clause 5.2; or (c) does not materially disadvantage the Customer. Any other change which Owlis makes to its standard Conditions or Service-Specific Terms takes effect, for an existing Agreement, from the start of the next

Renewed Service Term of the affected Service, provided that Owlis gives the Customer written notice of the change before the Notice Period for that Renewed Service Term begins, so that the Customer may give notice not to renew if it does not accept the change. A variation to the Order Form, the Services or the Charges is made only under clause 3.18, clauses 3.2.8 to 3.2.8B, clauses 3.2.9 to 3.2.11, clause 8.9 or another provision of the Agreement which expressly permits it, or by a document signed by both Parties. The Customer's continued use of the Services after a variation under (a), (b) or (c) takes effect constitutes its acceptance of that variation.

12.6A Published Terms and how they are made available. Owlis makes the Published Terms available to the Customer in either or both of the following ways: (a) by publishing them at [www.owlis.com/terms] (or any successor address it notifies to the Customer); or (b) by providing them to the Customer with, or attaching or linking them to, an Order Form or quotation. Each version is identified by a version number and an effective date. Owlis retains each version it has issued and provides to the Customer, on request, the version in force at the date of any Order Form.

12.6A.1 Where the Published Terms are published under clause 12.6A(a) and Owlis makes a variation permitted by clause 12.6(a), (b) or (c), Owlis gives notice of that variation by publishing the varied Published Terms with a new version number and effective date. The variation takes effect on the later of the effective date stated in the published version and the date falling 10 Business Days after publication. The Customer is deemed to have notice of a variation published under this clause, and Owlis is not required to give the Customer individual notice of it.

12.6A.1A Where the Published Terms applying to an Order Form were provided to the Customer under clause 12.6A(b) and are not published under clause 12.6A(a), Owlis gives notice of a variation permitted by clause 12.6(a), (b) or (c) by written notice to the Customer (including by email), and clause 12.6A.1 does not apply to that variation.

12.6A.2 Any other change to the Published Terms takes effect for an existing Agreement only in accordance with clause 12.6, and Owlis will give the Customer individual written notice of it (including by email) as that clause requires. Publication alone is not notice of such a change.

12.6A.3 Owlis will act reasonably and in good faith in exercising its rights under clause 12.6 and this clause 12.6A, and will not exercise them arbitrarily or capriciously. On the Customer's written request Owlis will provide the version of the Published Terms in force at any date during the Term, together with a summary of the changes made since.

12.6B The Customer's responsibility to keep informed. Where the Published Terms are published under clause 12.6A(a), the Customer is responsible for keeping itself informed of the version in force, and shall check the Published Terms at reasonable intervals and in any event before each renewal of a Service and before placing any order or Change Request. The Customer's continued use of, or continued payment for, the Services after a variation takes effect under clause 12.6A is acceptance of that variation. No variation published in accordance with clause 12.6A is invalidated, and the Customer is not relieved of any varied obligation, by reason of the Customer not having read the Published Terms.

12.6B.1 Where the Customer would prefer to receive individual notice of variations published under clause 12.6A, it may ask Owlis in writing to send them to a nominated email address and Owlis will use reasonable endeavours to do so; a failure to do so does not affect the validity of a variation published in accordance with clause 12.6A.

12.7. Notice(s) Any notice or other communication given to a Party under or in connection with the Agreement shall be in writing and shall be: (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or (ii) sent by email to a valid email address of that Party. A valid email address is, in order of priority, (a) an address that Party has specified in writing for notices under the Agreement (including on the Order Form), or (b) where none has been specified, an address of that Party used for sending or receiving correspondence, invoices or Order Forms under the Agreement in the preceding 12 months; and for Owlis includes any address published for that purpose on its website or invoices. An email notice is not invalid because a copy was not also sent by another method, but the sender bears the burden of proving that it was sent to a valid email address and was not returned as undeliverable. A notice of breach, of termination or non-renewal, of a dispute or of a claim under clause 9.7 (a Formal Notice) is validly given by email only if it is sent to an address which the sender can reasonably expect to be monitored by, or promptly brought to the attention of, a director or other senior representative of the recipient with responsibility for the Agreement - for example an address specified for notices under (a), the address of the recipient's signatory to the Order Form or of its named account, contract or relationship manager, or a legal, contracts or company-secretarial address the recipient has published or used for that purpose. A Formal Notice sent only to a support desk, ticketing system, no-reply or other unmonitored address, or only to an individual with no responsibility for the Agreement, is not validly given by email. A notice or other communication shall be deemed to have been received: (i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; (ii) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second business day after posting or at the time recorded by the delivery service; or, (iii) if sent by email, on the next business day after transmission, unless the sender receives an automated notification that the email was not delivered, in which case it is not deemed received and must be re-sent to another valid email address or delivered by another method.

12.8. Waiver. A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a Party to exercise any right or remedy provided under the Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict

any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy

12.9. Severance. If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Agreement.

12.10. Conflict. If there is any inconsistency between the terms of the documents listed below, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list:

12.10.1. the Order Form together with the Basic Order Terms;

12.10.2. the Third Party Terms;

12.10.3. the Service-Specific Terms;

12.10.4. the Conditions; and

12.10.5. the Schedules, meaning for the purposes of this clause only a schedule attached to or referred to in the Order Form which is not a Service Schedule and does not otherwise form part of the Service-Specific Terms.

12.10.6 For the purposes of this clause, a Service Schedule forms part of the Service-Specific Terms for the Service to which it relates. The Service-Specific Terms comprise the whole of each document incorporated as such into an Order Form, including every Part and every Service Schedule of that document, and each such Part and Service Schedule ranks under clause 12.10.3 whether or not it relates to a particular Service.

12.10.7 Clause 9 (Limitation of liability), clause 3.10 (Rectification Plan), clause 10.4 and clause 10.4A prevail over any inconsistent provision of the Order Form, the Basic Order Terms, the Third Party Terms, the Service-Specific Terms, any Service Schedule or the Schedules, notwithstanding the order of priority in clauses 12.10.1 to 12.10.6.

12.10.8 Clause 12.10.7 does not apply to a provision which expressly states that it applies notwithstanding clause 12.10, or that a limit or exclusion in clause 9 does not apply to it. Such a provision takes effect according to its terms.

12.11. Counterparts. The Order Form may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

12.12. Governing law and Jurisdiction. The laws of England and Wales shall apply to the Agreement and all disputes and claims (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation. Subject to clause 12.13, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.

12.13 Dispute resolution. The Parties shall resolve disputes arising out of or in connection with the Agreement as follows, save that this clause does not prevent either Party from applying to the courts for urgent interim or injunctive relief, or for enforcement of an award.

(a) Escalation: the dispute is first referred to a senior representative of each Party, who shall meet and attempt to resolve it in good faith within 15 Business Days of referral.

(b) Mediation then arbitration: if not resolved by escalation, the Parties shall attempt settlement by mediation under the model procedure of an established mediation provider. If the dispute is not settled within 30 days of the mediator being appointed, it shall be referred to and finally resolved by arbitration by a single arbitrator under the Arbitration Act 1996. The seat of arbitration shall be London and the language English. The Parties agree that the rights of appeal and to refer a question of law under sections 45 and 69 of the Arbitration Act 1996 are excluded, and the arbitrator's award shall be final and binding.

(c) Courts (clause 12.12) are reserved for applications for urgent interim or injunctive relief and for the recognition and enforcement of an award; there shall be no re-hearing of a matter determined by arbitration.

12.14 Insurance. Owlis maintains the insurance required of it by law, and such other insurances as it considers appropriate for its business and for its obligations under the Agreement, in each case with reputable insurers and as varied from time to time. A summary of the cover held, and evidence of it, is available to the Customer on reasonable request. This clause does not commit Owlis to any particular type, level or terms of cover; no summary or evidence provided under it is a representation or warranty as to cover held at any other time; and Owlis is not in breach of this clause or of the Agreement by reason of the type, level, terms, variation, lapse or absence of any insurance, except a failure to maintain insurance required of it by law.

12.15 Compliance with laws. Each Party shall comply with all laws and regulations applicable to it in the performance of its obligations under the Agreement, including the Bribery Act 2010, the Modern Slavery Act 2015, the Criminal Finances Act 2017, applicable anti-money-laundering, export-control and sanctions laws, the Telecommunications (Security) Act 2021 and any code of practice, regulations or requirement made under it, and applicable network and information systems and cyber-resilience laws (including the Network and Information Systems Regulations 2018 and any successor or replacement legislation, such as the Cyber Security and Resilience Act, as and when it comes into force during the Term). Each Party shall maintain reasonable policies and procedures designed to achieve such compliance. A failure to comply with this clause

is a material breach for the purposes of clause 10.2 only where it materially affects that Party's performance of the Agreement, or exposes the other Party to liability, loss or regulatory action.

12.15A Regulated communications services. Where a Service is an electronic communications network or electronic communications service, paragraph 11 of Schedule 4 (Regulated communications services) of the Service-Specific Terms sets out how requirements of Ofcom and of applicable telecommunications regulation apply to that Service, and the Agreement applies in relation to that Service subject to that paragraph. That paragraph applies notwithstanding clause 12.10.

12.16 Non-solicitation. During the Term and for six months after its end, neither Party shall solicit or entice away (or attempt to) any employee of the other engaged in the provision or receipt of the Services, except by a recruitment campaign not specifically targeted at such persons; nor shall this prevent either Party from employing a person who responds to such a campaign. If a Party breaches this clause, it shall on demand pay the other a sum equal to 20% of the relevant employee's gross annual remuneration, as a genuine pre-estimate of the cost of recruiting a replacement, together with the other Party's reasonable recruitment costs.

12.17 Information security and breach notification. Owlis shall maintain technical and organisational measures which are appropriate and commercially reasonable, applying the standard in clause 7.6.2 and having regard to its security posture (Schedule 9), and shall notify the Customer without undue delay on becoming aware of a personal data breach, or a security incident affecting the Customer's data or systems, in accordance with clause 7 and the Data Processing Addendum (Schedule 7). Each Party shall give the other reasonable cooperation and information to enable it to meet any mandatory cyber-incident reporting or regulatory-notification obligation under applicable law (including reporting to the relevant regulator and the National Cyber Security Centre within the timeframes that law requires). Any sector-specific notification responsibilities are recorded in the Order Form or the relevant schedule. A security incident, or unauthorised access to or the loss, alteration or disclosure of data, is not of itself a breach of this clause, and is not of itself evidence that Owlis has failed to maintain the measures this clause requires.

12.18 Exit and transition. On expiry or termination, the Parties shall follow the arrangements in Schedule 11 (Exit and Transition Assistance), including the return of Customer data in a commonly used format, handover of documentation and administrative credentials, and deletion of Customer data once retention obligations are met.

12.19 Use of AI and automation in service delivery. Owlis may use AI-assisted and automation tools to provide, support and improve the Services from time to time, including to triage, analyse and respond to tickets, logs and emails. Such use is subject to clause 7 and the Data Processing Addendum, under which AI providers act as sub-processors, Owlis will not use Customer Data to train AI, machine-learning or general-purpose models and engages AI providers only on terms which do not permit them to do so, and transfer safeguards apply. Owlis maintains an AI use policy describing how it uses those tools, as in force from time to time, a copy of which is available to the Customer on request. Clause 9.2.28 and paragraph 15.6 of Schedule 15 apply to any output.

12.20 Cyber resilience. Each Party will use reasonable endeavours to take appropriate and proportionate measures to comply with network and information systems and cyber-resilience regulation (including the Network and Information Systems Regulations 2018 and the Cyber Security and Resilience legislation referred to in clause 12.15) to the extent, and from the time, that it applies to that Party. No obligation arises under this clause in respect of legislation that is not yet in force, or whose requirements are not yet settled, and this clause does not make either Party responsible for the other's regulatory compliance. Where the Customer is a public-sector body, an operator of essential services, or critical national infrastructure, or is otherwise prohibited by law or its own policy from making a ransom payment, Schedule 13 (Cyber Security Services) applies and the Customer shall inform Owlis of that status so the appropriate terms apply.