



Terms and Conditions
Version 1

1. Interpretation

- 1.1 The following definitions and rules of interpretation are applicable to these terms and conditions.
- 1.2 Headings of clauses, schedules, and paragraphs do not influence the interpretation of these Conditions.
- 1.3 Phrases such as "including," "includes," "in particular," "for example," or any similar expressions are intended for illustration only and do not restrict the scope of the preceding terms. Additionally, words stated in singular form should be considered as including the plural, and those in plural form should include the singular, unless the context dictates otherwise.
- 1.4 The terms "writing" or "written" encompass emails.
- 1.5 The definition of "person/s" extends to any individual, corporation, or other entity, regardless of whether it has its own legal identity. It also includes their legal representatives, successors, and any permitted assignees.
- 1.6 Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.

Anti-bribery and Corruption	Means all applicable UK and international laws regarding bribery, corruption, and other related crimes, including but not limited to the UK Bribery Act 2010, the US Foreign Corrupt Practices Act, and equivalent legislation in other jurisdictions.
Activation / Service Commencement Date	The date from which Vanquish Tech deems the Managed Services are ready for activation.
Affiliate	Any entity that controls, is controlled by, or is under common control with another entity.
Business Day	Means Monday to Friday excluding public holidays in England.
Business Hours	Means the hours of 09:00 to 17.30 on a Business Day.
Charges	Means the charges payable by the customer to Vanquish Tech for the services provided under a Statement Of Works, as detailed in the applicable relevant Statement Of Work.
Contract Year	Means in relation to a Statement of Work: (i) a period of 12 months commencing on the first Service Commencement Date to occur under the relevant Statement of Work; and (ii) each subsequent period of 12 months commencing on each anniversary of such date.
Continuing Services	Ongoing, renewable services provided by Vanquish Tech, including software-as-a-service, support, managed cloud and connectivity services.
Cancellation Charges	(a) In respect of the Products and Software, if the cancellation takes effect after products and software are delivered, the Fees for cancellation would be dependant of the OEM and distributor return policies. (b) In the respect or Services, if the cancellation occurs after the Contract Start Date, the client is required to pay in full for the remaining term of the contract. This means if the minimum term of the contract is 12 months, the client must pay the entire fee for the 12-month period. If the contract term is 6 months, the fee payable will cover the entire 6-month period, regardless of the cancellation date. (c) if the cancellation takes effect before the Contract Start Date and the Activation Date, any non-recurring charges payable and of the other Managed Services Fees payable during the Initial Term, plus, in each case, any other amounts specified as payable as part of the Cancellation Charges in the Statement of Works.
Confidential Information	All information, technical data or know-how, (whether written, oral or by another means and whether directly or indirectly) relating to and/or provided by one of the Parties whether created before or after these Conditions come into force including personal data, research, products, services, customers markets, software, developments, inventions, processes, designs, drawings, engineering, marketing or finances, which is reasonably deemed to be confidential or proprietary. Confidential Information includes the information of a third party that is in the possession of one of the Parties and is disclosed to the other Party in confidence. Confidential Information does not include information, technical data or know-how which: (i) is in the possession of the receiving Party at the time of disclosure, as shown by the receiving Party's files and records immediately prior to the time of disclosure; (ii) prior to or after the time the disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the receiving Party; (iii) is expressly approved in writing for

Commented [JM1]: Annuity seems to be specific to insurance, can we change to Ongoing Services or Continuing Services?

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	release by the disclosing Party; or (iv) had been independently developed by the receiving Party without the use of any Confidential Information of the other Party.
Contract	A Professional Services Contract, Statement of Works Contract or a Managed Services Contract.
Customer Data	Means (a) the data provided to Vanquish Tech by the Customer or any Service Recipient or otherwise obtained or generated by Vanquish Tech in connection with the provision of the Services, including Confidential Data and Personal Data and (b) the data received by the customer or any Service Recipient from Vanquish Tech as a result of the processing of the Input Customer Data by Vanquish Tech in connection with provision of the Services. Any data uploaded to, stored on or processed using the Managed Services by the Customer.
Contract Start Date	The date specified as such in the Statement of Works Forms or Managed Service Contract.
Customer	The person, company or other body purchasing the Deliverables from Vanquish Tech pursuant to a Contract.
Customer Representative(s)	The contact(s) referred to in the Contract (as updated and notified to Vanquish Tech from time to time) or, if no such individual has been notified to Vanquish Tech, such other employee or representative of the Customer who liaises with Vanquish Tech on behalf of the Customer.
Customer Site	Any premises occupied by the Customer at which it receives the Products, Services and/or Managed Services.
Customer Site Equipment	Any equipment located or to be located on a Customer Site but controlled or to be controlled exclusively by Vanquish Tech as part of the Managed Services.
Data Controller	As defined in the Data Protection Laws.
Data Processing Agreement	Unless otherwise agreed in writing between the Parties, Vanquish Tech's version of the document mandated by Article 28(3) (and equivalent provisions) of the UK GDPR.
Data Protection Laws	All relevant data protection and privacy laws currently in effect in the UK, including, but not limited to, the UK GDPR, the Data Protection Act 2018 and its regulations, as well as any other legal and regulatory obligations applicable to a Party concerning the use of personal data.
Deliverables	Products, Services or Managed Services and any agreed outputs.
Documentation	Vanquish Tech periodically provides the Customer with solution documentation that may include an additional description of the Managed Services and/or the user instructions for the Managed Services.
Due Date	The date 30 calendar days after the date of the relevant invoice is issued to the customer unless otherwise specified in a Statement Of Works or Managed Service Contract.
EULA	The end user license agreement applies to either (1) the specified Product or Services as determined by the Manufacturer, or (2) the Managed Services in relation to third-party Software provided to the Customer as part of the Managed Services, where applicable.
Fees	The sums payable by the Customer to Vanquish Tech pursuant to a quotation, Contract or Statement Of Works.
Force Majeure Event	Means any circumstance not within a Party's reasonable control.
Good Industry Practice	The level of skill and care reasonably expected from a provider typically offering services similar to the Services and/or Managed Services (as applicable) under the relevant Contract.
Hardware	All hardware, including but not limited to network devices, computing equipment, cables, storage systems, servers, and related peripherals, provided by Vanquish Tech under a Contract.
Initial Term	The duration of the Managed Services Contract, as specified in the Statement of Works, begins on the later date between the Contract Start Date and the Activation Date.
Intellectual Property Rights	Patents, invention rights, copyrights, moral rights, trademarks, business and domain names, rights in get-up, goodwill, the right to sue for passing off, design rights, database rights, rights to maintain confidentiality of know-how and trade secrets, and all other forms of intellectual property rights, whether registered or unregistered. This includes all applications, renewals, extensions, enforcement actions, and any similar or equivalent protections existing now or in the future in any jurisdiction.
Maintenance Contract	Support contracts for hardware and software, applicable to supported devices and provided by the manufacturer or an authorized vendor support partner.

Managed Service(s)	The managed services that Vanquish Tech will provide to the Customer, as detailed in the applicable Statement of Works.
Manufacturer	The entity that manufactures, develops, distributes, or licenses the specific product or services in question, as relevant to the context.
Order	The Customer's request for Products, Services, and/or Managed Services as detailed in their purchase order or other written forms of communication, such as Vanquish Tech V-Commerce and V-License store or a signed Statement Of Works Contract.
Party	Vanquish Tech or the Customer, collectively referred to as the Parties.
Personal Data	The 'personal data,' as defined by the Data Protection Laws.
Processing	As defined in the Data Protection Laws.
Product	Any Hardware, Software, or other items provided by Vanquish Tech to the Customer under the terms of a Contract.
Quotation	Vanquish Tech's written quotation that specifies the details of the relevant Products, Services, and/or Managed Services, along with the proposed Fees.
Renewal Term	Unless stated otherwise in the relevant Contract, this refers to a period of 12 months following the end of the Initial Term or the most recent Renewal Term, whichever is applicable.
Services	The services provided by Vanquish Tech to the Customer under a Contract, which include (a) case-specific services such as consultancy, advice, design, installation, implementation, and configuration, and (b) Continuing Services.
Service Credit	Service credits are compensatory adjustments offered to customers when a service provider fails to meet the agreed-upon performance standards specified in a service level agreement (SLA). Details of the service credits, if applicable will be referenced in a Statement Of Works.
Service Description	The service description provided by Vanquish Tech, as referenced in the relevant Statement of Works, which outlines the details of the applicable Managed Services.
Service Level Arrangement or SLA	The service level agreements as referenced in the relevant Statement of Works, which outlines the details of the applicable Managed Services and as set out in the Service Description/relevant Contract.
Service Levels	The performance metrics for the Services or Managed Services, as applicable, which are outlined in the Service Level Agreement (SLA).
Sub-Contractors	A sub-contractor is a third-party entity engaged by either Party to assist in the delivery or provision of IT services. This third-party may perform specific tasks or responsibilities on behalf of the primary service provider, contributing specialized skills, resources, or expertise necessary to fulfil the requirements of the overall service agreement. The sub-contractor operates under the direction and oversight of the contracting Party, ensuring that their contributions align with the agreed-upon standards and objectives of the IT services being provided.
Software	The pre-packaged software or electronic license supplied to the Customer by Vanquish Tech pursuant to a Contract.
Specification	The summary of the technical abilities, functionality and limitations of the Products, Services and/or Managed Services including, where applicable, the Service Description.
Statement Of Works	The Statement Of Works document issued by Vanquish Tech in response to the Customer's request for Managed Services, setting out details of the Managed Services to be provided (including any applicable Service Description), and the Fees.
The Company	Means Vanquish Technologies Ltd, also defined by "We", "Our" and "Us"
The Customer	Means the procurer of hardware, software and services from the company. Also defined by "You", and "Your"
The Goods	any goods and/or Services to be supplied by Us.
The Contract	any contract between the Company and the Customer for the sale and purchase of the Goods / Services, incorporating these Conditions.
TUPE	The Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended by the Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014.
Termination Assistance Period	The termination assistance period in a terms and conditions agreement refers to a designated timeframe following the termination or expiration of a contract during which the service provider continues to offer specific support services to help the customer transition smoothly, either to another provider or to bring services in-house.

VAT	Value-added tax or any other applicable sales tax payable in the UK or other regions.
Vanquish Tech 's System	Vanquish Tech Vanquish Tech, a company registered in England and Wales with registered number 7843165, whose registered office address Salisbury House, Finsbury Circus, London, EC2M 5SQ.
V-Commerce	The information and communications technology system to be used by Vanquish Tech in performing the services provided under these Conditions, including the Hardware, the Managed Services Software, the Customer Site Equipment and communication links between the Hardware and the Customer Site Equipment and the Customer's Operating Environment.
V-License	Vanquish Tech's V-Commerce platform may be accessed by an authorized Customer who, subject to these Conditions, can use the platform to place Orders, enter into Contracts, and utilize ancillary services like order tracking.

2. Application of Conditions and Order Process

- 2.1. Unless otherwise agreed in writing by the Parties, these General Terms and the Schedules listed below (together referred to as these Conditions) govern all transactions between Vanquish Tech and the Customer. These Conditions supersede any other terms and conditions the Customer might attempt to introduce, whether through a purchase order or any other means, as well as those implied by law, customary trade practices, or previous interactions.
- 2.2. Schedule 1 shall apply Statement Of Works Contracts and form part of these Conditions.
- 2.3. Unless expressly stated otherwise:
- a. Each Quote remains valid for 30 days from the date of issuance, unless it pertains to a bid, or it's stipulated in our quotation offer.
 - b. Vanquish Tech provides samples, specifications, descriptions, sales literature, and other documentation for illustrative purposes only; they do not constitute a binding part of the Contract except as approximate representations. Vanquish Tech reserves the right to correct any typographical, clerical, or other errors or omissions in this information without incurring liability.
- 2.4. An Order constitutes an offer by the Customer to purchase Products, Services and/or Managed Services in accordance with these Conditions. The Order shall only be deemed to be accepted when Vanquish Tech issues written acceptance of the Order or takes other steps to fulfil the Order, at which point the Contract shall be formed.
- 2.5. If there is any conflict between the General Terms of these Conditions, a Schedule to these Conditions, a Contract, SOW and/or a EULA, the terms set out in the following documents shall prevail to the extent of that conflict in the order in which the documents appear in this list (highest priority first):
- 1. EULA.
 - 2. Contract.
 - 3. Schedule.
 - 4. General Terms.

3. Fees and Payment

- 3.1. Subject to clauses 3.2 and 3.3, the Fees due from the Customer are as specified in the relevant Contract. All quoted Fees are exclusive of any applicable VAT or other taxes, as well as all costs and charges related to import and export duties. Unless agreed otherwise in writing, these will be solely the responsibility of the Customer.
- 3.2. Vanquish Tech reserves the right to raise the Fees before finalising a Contract or prior to delivery by notifying the Customer, should there be any increase in the cost of the Deliverables or in fulfilling its obligations. This can occur due to factors outside Vanquish Tech's control such as foreign exchange fluctuations, higher taxes and duties, and rising costs in labour, materials, logistics, and other areas, as detailed in:
- 3.2.1. External factors beyond Vanquish Tech's control.

3.2.2. As stipulated by clause 6 (Customer Obligations).

3.3. The Customer recognizes that Vanquish Tech may obtain Products and Services from international suppliers and might transact in currencies other than GBP/pounds sterling. Consequently, the Fees presented to the Customer in a Quote reflect the currency exchange rates, including any relevant commissions for currency conversion, effective on the date of the Quote (details available upon request). This arrangement holds unless the Parties agree differently in writing:

3.3.1. Fees listed in the Quote are for illustrative purposes only and may vary due to currency fluctuations.

3.3.2. The Fees payable by the Customer will be charged in GBP/pounds sterling and determined on the UK business day when the Contract is established, using the prevailing currency exchange rates on that day (including any applicable commissions for currency conversion). The calculated Fees will automatically become binding at that time.

3.4. Unless otherwise agreed in writing between the Parties, invoices will be raised and dated by Vanquish Tech on or after the date of dispatch of the Products, or on or after commencement of the Services and/or Managed Services. Where both Products and Services or Managed Services are supplied under the same Contract, a separate invoice may be raised for each.

3.5. The Customer shall pay each invoice in full (subject to any genuine dispute) by the Due Date.

3.6. Should any deductions or withholdings be required from the Fees for taxes, excises, customs, or similar charges by any jurisdiction outside the UK, the Customer agrees to pay Vanquish Tech additional amounts. This adjustment ensures that the net amount received by Vanquish Tech, after any such deductions or withholdings, is equivalent to what would have been received had no deductions or withholdings been made.

3.7. Where the Fees for a Contract are not invoiced at the same time (e.g., where the Fees for each year of a multi-year Contract are invoiced at the start of each respective year), the Customer acknowledges and agrees that, in entering into the Contract, it is committing to continue to make those payments over the entire period agreed in the Contract.

3.8. While the Customer is in default under a Contract (including for non-payment of undisputed Fees), then Vanquish Tech may withhold or suspend the supply of any Deliverables to the Customer (whether or not under that specific Contract).

3.9. Vanquish Tech may charge interest on any Fees not paid by the Due Date at a rate of four per cent (4%) per annum above the Bank of England base rate or if lower, four per cent (4%) per annum. Such interest shall accrue on a daily basis from the Due Date until actual payment of the overdue amount and accrued interest.

3.10. The Customer acknowledges that the Fees for some Services and Managed Services may be based on the Customer's actual usage, which is controlled by the Customer. The Customer therefore agrees in respect of such Services and Managed Services to pay such Fees as the Customer may incur as a result of its actual usage, without the requirement for any additional purchase order, and that such Fees may vary from any estimated Fees included in a Quote or Contract, based on information provided by the Customer and the Customer's anticipated usage.

3.11. Vanquish Tech may accelerate the issue of an invoice for any Fees which have yet to be invoiced under a Contract, if:

3.11.1. Vanquish Tech serves a notice of termination of a Contract other than for convenience.

3.11.2. there is (in the reasonable opinion of Vanquish Tech) a material adverse change in the creditworthiness of the Customer.

3.11.3 The customer fails to pay any undisputed Fees which are due and payable.

3.12. If the Customer, acting in good faith, disputes any portion of an invoice, the Customer must submit a written claim for the disputed amount no later than 7 calendar days after delivery of the relevant invoice, and shall at all times remain liable for the payment of all undisputed amounts. Where the Customer's level of usage of the Deliverables is in dispute, Vanquish Tech's records of such usage shall be presumed to be accurate unless proven otherwise by an independent expert jointly appointed by both Parties.

3.13. The Customer waives the right to dispute any Fees not disputed within 30 calendar days of receipt of the relevant invoice (other than in relation to Fees invoiced in advance).

3.14. All amounts due under a Contract 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).

3.15. On expiry or termination of a Contract for any reason, any Fees incurred but unpaid shall become immediately due and payable and shall represent a debt due from the Customer to Vanquish Tech.

4. Provisions for Products

4.1. Vanquish Tech or its agent shall deliver the Products to any premises in any country agreed in the Contract and the Customer shall be liable for any and all costs incurred by Vanquish Tech in relation to carriage, postage and packing and any other applicable taxes and duties.

5. Provisions for Services and Managed Services

5.1. Any increase in Fees for Continuing Services shall be applied no more than once per year at or around each anniversary of the commencement of those Services and shall not exceed the increase in the UK Retail Price Index or Consumer Price Index (whichever is lower) calculated over the preceding 12 months unless Vanquish Tech can demonstrate that its costs in providing such Service have increased by a sum exceeding that figure. Vanquish Tech shall notify the Customer in writing (a) at least 60 days in advance of any increase in the Fees for the Services, or (b) if Vanquish Tech is notified of such increase less than 60 days in advance of it becoming effective, as soon as is reasonably practicable thereafter.

5.2. The Customer acknowledges that fees charged by the upstream supplier of certain Managed Services will vary from time to time during the Term and Vanquish Tech may vary the Fees to reflect such changes in upstream fees. Vanquish Tech will use reasonable endeavours to provide reasonable notice of such variations.

5.3. When the Customer first orders a Managed Service not previously supplied, or it is agreed by the Parties as being either an addition or change to an existing Managed Service being supplied, a non-recurring charge for installation of additional network infrastructure, cabling, electronics or other materials or consultancy may be specified as part of the Fees. Nonrecurring Fees are payable by the Customer after delivery of the relevant Managed Service and will be billed in arrears. If the Customer fails to pay such non-recurring Fees within 30 calendar days following Vanquish Tech's invoice for such non-recurring Fees, then:

5.3.1. such failure to pay shall be an Excused Outage for the purposes of provisioning and/or installation of the Managed Services.

5.3.2. Vanquish Tech may issue a revised Contract Start Date and/or Activation Date.

5.3.3. Vanquish Tech may suspend installation of the Managed Service until payment of such nonrecurring Fees plus any overdue payment interest that may have accrued in accordance with clause **3.9**.

6. Customer Obligations

6.1. The Customer shall, at its own expense:

6.1.1. ensure users of the Deliverables are adequately trained to use them.

6.1.2. use, and procure that its officers, employees, workers, and subcontractors use, the Deliverables only in accordance with these Conditions and all applicable laws and observe the requirements of the Acceptable Use Policy.

6.1.3. appoint a Customer Representative and the Customer will use reasonable endeavours to ensure continuity of the Customer's Representative.

6.1.4. promptly furnish Vanquish Tech with all reasonable co-operation, assistance and/or accurate, complete and sufficiently detailed information as reasonably requested by Vanquish Tech or which the Customer knows, or ought reasonably to know, is required to enable Vanquish Tech to perform its obligations.

6.1.5. without prejudice to clause **6.1.4**, disclose to Vanquish Tech, as soon as practicable and in any event prior to formation of a Contract, the details of any of its, or its current or former suppliers', employees

whose contracts of employment will be transferred to Vanquish Tech pursuant to TUPE as a result of Vanquish Tech 's provision of the Contract.

6.1.6. Grant Vanquish Tech or its subcontractors (as applicable) access to the Customer Site(s) and Customer Site Equipment as necessary to deliver the Deliverables. Provide Vanquish Tech with any relevant policies and procedures for accessing the Customer Site(s). If these policies and procedures require additional time or resources beyond what is typically expected for access to standard business premises, ensure they are provided before the Contract is formed or cover any reasonable additional costs incurred in complying with them. Additionally, take all reasonable measures to ensure the health and safety of Vanquish Tech personnel while they are on-site.

6.1.7. provide at the relevant Customer Site(s) all suitable computer hardware, software and telecommunications equipment required to enable Vanquish Tech to perform its obligations (other than those specified to be provided by Vanquish Tech in the relevant Contract).

6.1.8. unless otherwise provided by Vanquish Tech in the relevant Contract, implement effective and appropriate backup and other procedures for the protection of the Customer's data.

6.1.9. comply with all applicable laws and regulations with respect to its activities under the Contract.

6.1.10 carry out its responsibilities to Vanquish Tech in a timely and efficient manner and observe any other obligations or requirements set out in the relevant Contract.

6.1.11. obtain and maintain all necessary licenses, permissions and consents which may be required for the Deliverables to be provided at the Customer Site(s) or on the Customer Equipment.

6.1.12. keep all materials, equipment, documents and other property of Vanquish Tech or its subcontractors (Supplier Materials) at the Customer Site(s) in safe custody at its own risk until returned to Vanquish Tech and not dispose of or use the Supplier Materials other than in accordance with Vanquish Tech's written instructions or authorisation.

6.2. If Vanquish Tech 's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or any third party, including a failure to comply with this clause 6 (**Customer Default**):

6.2.1. without limiting or affect any other right or remedy available to it, Vanquish Tech shall have the right to suspend the performance of its obligations until the Customer remedies the Customer Default to Vanquish Tech 's reasonable satisfaction, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent it is prevented from doing so by the Customer Default.

6.2.2. Vanquish Tech shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Vanquish Tech 's failure or delay performing any of its obligations as set out in clause **6.1**.

6.2.3. The Customer shall reimburse Vanquish Tech on written demand for any costs or losses sustained or incurred by Vanquish Tech arising directly or indirectly from the Customer default.

6.2.4. Vanquish Tech shall, if requested by the Customer, use reasonable endeavors to mitigate the impact of such prevention or delay in the performance of Vanquish Tech 's obligations but reserves the right to charge the Customer for any additional Fees incurred in doing so.

7. Warranties

7.1. The Customer warrants that:

7.1.1. it has (and any of the Customer's Representatives have) authority to enter into a Contract and bind the Customer and that the Customer's Representatives who deal with Vanquish Tech have the Customer's authority to do so and that, unless the Customer has specifically advised Vanquish Tech in writing that any individual does not have such authority, the Customer will take responsibility for any employee, ex-employee or other person who holds themselves out to be the representative of the Customer.

7.1.2. it has and shall maintain all necessary licenses, permits, rights, consents, registrations, approvals and titles necessary for Vanquish Tech to use or host any software, hardware, documentation or other materials provided by the Customer for use in the provision of the Deliverables.

7.1.3. Any information and materials supplied by the Customer to Vanquish Tech shall be accurate and complete and Vanquish Tech's use of such shall not cause Vanquish Tech to infringe the rights, including any Intellectual Property Rights, of any third party.

7.1.4. It is a business and not dealing with Vanquish Tech as a private consumer.

7.2. Vanquish Tech Warranties:

7.2.1. Vanquish Tech warrants that it has the full capacity and authority to enter into and perform each Contract, and that each Contract is executed by a duly authorised representative.

7.2.2. Vanquish Tech ensures that all personnel and subcontractors involved in fulfilling a Contract are sufficiently skilled and experienced for the tasks they are assigned.

7.2.3. Any Deliverables provided by Vanquish Tech will materially conform to the relevant Specifications.

7.2.4. Services and Managed Services will be delivered in a professional and diligent manner, with reasonable skill and care, and in accordance with Good Industry Practice.

7.3. Limitations of Warranties

7.3.1. Vanquish Tech does not guarantee that the Customer's use of any Deliverables will be uninterrupted or error-free.

7.3.2. The Customer may receive warranties from a Manufacturer, subject to the Manufacturer's specific limitations and exclusions. Upon request, Vanquish Tech will provide details of these warranties and will use reasonable efforts, at the Customer's cost and expense, to transfer the benefit of any Manufacturer warranties relating to Products supplied to Vanquish Tech.

8. Intellectual Property Rights and End User Licence Agreements

8.1. Ownership of Intellectual Property

Unless expressly stated otherwise, these Conditions do not alter the ownership of Intellectual Property Rights belonging to either Party. Any Intellectual Property Rights existing prior to the commencement of a Contract shall remain the property of their original owner.

8.2. Use of Intellectual Property

Each Party grants the other a non-exclusive, limited, and revocable licence to use its Intellectual Property Rights solely as necessary to fulfil obligations under a Contract. This licence does not transfer any ownership rights.

8.3. Intellectual Property in Deliverables

Ownership of the Intellectual Property Rights in the Deliverables (including associated media) remains with Vanquish Tech and/or its supply chain and subcontractors. The Customer is granted a licence to use the Deliverables strictly in accordance with these Conditions and any applicable End User Licence Agreement (EULA). By accepting these Conditions and entering into a Contract, the Customer agrees to comply with all relevant EULA terms.

8.4. Development and Use of Intellectual Property

Vanquish Tech (and/or its supply chain and subcontractors) retains full ownership and rights to use any Intellectual Property, including but not limited to skills, techniques, concepts, materials, know-how, and improvements developed, acquired, or utilised in providing or enhancing Deliverables. Nothing in these Conditions transfers ownership, title, or interest in either Party's Intellectual Property Rights.

8.5. Restrictions on Copying Documentation

Unless expressly permitted by the relevant EULA, the Customer must not copy, reproduce, or duplicate any user manuals or documentation related to the Deliverables without Vanquish Tech's prior written consent.

8.6. Customer Indemnity

Subject to clause 8.8, the Customer shall indemnify, and hold Vanquish Tech harmless against any losses resulting from a third party's claim that Vanquish Tech's use of the Customer's Intellectual Property Rights, as permitted under these Conditions and the relevant Contract, infringes a third party's Intellectual Property Rights.

8.7. Vanquish Tech Indemnity

Subject to clause 8.8, Vanquish Tech shall indemnify and hold the Customer harmless against any losses resulting from a third party's claim that the Customer's use of Intellectual Property Rights within the Deliverables, in accordance with these Conditions, the relevant Contract, and any applicable EULA, infringes a third party's Intellectual Property Rights.

8.8. Handling of Intellectual Property Infringement Claims

If a Party faces an allegation of Intellectual Property Rights infringement, the indemnified Party must:

8.8.1. Promptly provide written notice of the claim to the other Party.

8.8.2. Not make any admissions or settlements without the prior written consent of the other Party, such consent not to be unreasonably withheld, delayed, or conditioned.

8.8.3. Upon request and at the expense of the other Party, allow them to take control of negotiations and litigation, providing all reasonable assistance as needed.

8.9. Remedies for Infringement Allegations

If an allegation of third-party Intellectual Property Rights infringement arises regarding the Deliverables, or if Vanquish Tech reasonably believes such an allegation is likely, Vanquish Tech may, at its own expense:

8.9.1. Modify or replace (or arrange for the modification or replacement of) the affected Deliverables to avoid infringement.

8.9.2. Secure the Customer's right to continue using the Deliverables.

9. TUPE

9.1. Application of TUPE

If the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) applies to a Contract for the provision of Services or Managed Services, the Parties agree to comply with their respective obligations under TUPE in the following circumstances:

- a. If, as a result of the Contract, any workers or employees of the Customer, or those of its current or former suppliers, transfer to Vanquish Tech (or any of its subcontractors) at the commencement of the Contract or at any point during its term.
- b. If, following the termination or expiry of a Contract, any workers or employees of Vanquish Tech (or its subcontractors) transfer to the Customer or a third-party employer.

9.2. Indemnity for TUPE Compliance

Each Party shall indemnify the other against any liabilities incurred due to non-compliance with TUPE and/or failure to meet the notification obligations set out in clause 6.1.5 or paragraph 8.4 of Schedule 2.

10. Limitation of Liability

10.1. Exclusion of Warranties and Liability

Unless expressly stated in the Contract:

10.1.1. All warranties, conditions, and terms implied by statute or common law are excluded to the fullest extent permitted by law.

10.1.2. The Customer assumes full responsibility for the results derived from the use of the Deliverables and any conclusions reached. Vanquish Tech shall not be held liable for any damage arising from inaccuracies or omissions in information, instructions, or scripts provided by the Customer in connection with the Deliverables, nor for any actions taken by Vanquish Tech based on the Customer's instructions or requests.

10.2. Unlimited Liability

Nothing in these Conditions shall exclude or limit either Party's liability for:

- 10.2.1. Death or personal injury resulting from negligence.
- 10.2.2. Fraud or fraudulent misrepresentation.
- 10.2.3. Payment of any undisputed amounts due under the Contract.
- 10.2.4. Breach of clauses 8.6 or 8.7 relating to Intellectual Property Rights.
- 10.2.5. Breach of clause 9 concerning TUPE obligations.
- 10.2.6. Breach of clause 16 regarding Confidentiality.

10.3. Exclusion of Indirect and Consequential Losses

Neither Party shall be liable for any indirect, special, or consequential losses, including but not limited to lost profits, loss of business, or anticipated savings, even if such losses were foreseeable or previously discussed.

10.4. Limitations on Liability for Managed Services

Without prejudice to clause 10.3, Vanquish Tech shall not be responsible for any damage or loss affecting the Customer's systems, data, equipment, or Intellectual Property Rights if such loss arises due to:

- 10.4.1. The failure of the Customer's applications, databases, or operating systems, including data corruption or inadequate backup procedures (unless Vanquish Tech is expressly responsible for backup and restore services under the Contract).
- 10.4.2. Service Level failures where, in Vanquish Tech's reasonable assessment, the Customer or an authorised third party has tampered with the solution or systems, whether or not Vanquish Tech was aware.
- 10.4.3. The failure of a Customer-managed IT Partner to deliver its services as per its respective agreements.
- 10.4.4. Any internet service failures beyond Vanquish Tech's control.
- 10.4.5. Latent defects or performance failures in third-party hardware or software that do not conform to the manufacturer's specifications.

10.5. Liability Cap

Unless explicitly stated as unlimited or subject to a different cap, the total liability of either Party for any claims arising under or in connection with a Contract—including liability in contract, tort (including negligence), misrepresentation, restitution, or otherwise—shall not exceed 125% of the Fees paid or payable by the Customer in the preceding 12 months under the applicable Contract.

10.6. Customer's Independent Assessment

Unless Vanquish Tech expressly agrees in writing to provide specific recommendations regarding the suitability of Products, Services, or Managed Services for a particular purpose, the Customer acknowledges that it is solely responsible for assessing their suitability and fitness for use.

10.7. Fairness of Limitations

Both Parties acknowledge that the limitations on liability set out in these Conditions are reasonable, considering their respective commercial positions and their ability to obtain appropriate insurance coverage for potential risks.

11. Non-Solicitation

11.1. The Parties agree that during the period of a Contract and for a period of six (6) months after its termination or expiry, unless such action is a result of a public recruitment process which is not specifically targeted at any of the staff at the other Party, neither Party shall directly or indirectly solicit or entice away or employ or engage directly or indirectly (without the other Party's prior written agreement, such consent not to be unreasonably withheld or delayed) or make any offer of employment or engagement to (or attempt to solicit or entice away, or employ or engage or make an offer to) any of the other Party's officers, employees or workers, including those of any of its subcontractors who have been involved in the course of the negotiation, conclusion and performance of a Contract.

11.2. If an officer, employee or worker of a Party leaves the employment of that Party (the non-defaulting party) as a result of a breach of this clause 11.1 and commences employment with, or provides services to, the other Party (the defaulting party), within 6 months the defaulting party shall (without limitation to any other remedy) pay the non-defaulting Party.

12. Force Majeure

12.1. Neither Party shall be in breach of a Contract or otherwise liable for any failure or delay in performing its obligations if that failure or delay results from a Force Majeure Event. The time for performance shall be extended accordingly and the affected Party shall use reasonable endeavors to mitigate the impact of the Force Majeure Event on the performance of its obligations including, where applicable, implementation of its business continuity plans.

12.2. If the Force Majeure Event prevents or delays the affected Party's performance of its obligations for a period of more than 20 Business Days, the other Party may terminate the affected Contract on no less than 5 Business Days' notice in writing.

13. Termination and consequences of termination

Without prejudice to any other rights or remedies available, either Party may terminate a Contract with immediate effect by providing written notice to the other Party if:

13.1. The other Party suspends, ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

13.2. The other Party takes any step or action relating to administration, provisional liquidation, an arrangement or composition with creditors (except in the case of a solvent restructuring), applies for or obtains a moratorium, is wound up (voluntarily or by court order, unless as part of a solvent restructuring), has a receiver appointed over any of its assets, or takes any equivalent action in another jurisdiction.

13.3. The other Party repeatedly breaches the Contract in a manner that reasonably indicates an unwillingness or inability to fulfil its contractual obligations.

13.4. The other Party commits a material breach of any term of the Contract that is either incapable of remedy or, if remediable, fails to rectify the breach within 10 Business Days of receiving written notice to do so.

13.5. The other Party fails to make a payment due under the Contract by the agreed deadline and remains in default for at least 10 Business Days after receiving written notice requiring payment.

13.6. Additional Termination Rights

Vanquish Tech may terminate a Contract with immediate effect by providing written notice to the Customer if:

13.6.1. The Customer undergoes a change of Control, where "Control" is defined as holding at least a 50% ownership interest in or having the ability to direct the legal affairs of, an entity.

13.6.2. Vanquish Tech has reasonable grounds to believe that the Customer is likely to become subject to any of the conditions outlined in clauses 13.2 or 13.3.

13.7. Customer's Right to Terminate:

13.7.1. The Customer must return any Vanquish Tech materials or Deliverables that have not been fully paid for. If the Customer fails to return these items and does not settle the corresponding invoice, Vanquish Tech reserves the right to enter the Customer's premises to retrieve them. Until collection, the Customer remains responsible for their safekeeping.

13.7.2. Any outstanding Fees incurred but unpaid shall become immediately due, including any applicable interest, and shall constitute a debt owed by the Customer to Vanquish Tech. For any Deliverables provided but not yet invoiced, Vanquish Tech shall issue an invoice, which the Customer must pay immediately upon receipt.

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13.7.3. The Customer may terminate a Contract at any time, provided that it pays Vanquish Tech the applicable **Cancellation Charges**, which shall be payable immediately unless otherwise agreed in writing by both Parties. Vanquish Tech will take reasonable steps to reduce any Cancellation Charges where possible.

15. Assignment and subcontracting

Vanquish Tech may assign, transfer, charge, subcontract, or otherwise delegate any or all of its rights and obligations under a Contract to any of its Affiliates or a third party, provided written notice is given to the Customer. A reference within the Contract to a Manufacturer or subcontractor supplying Products, Services, or Managed Services shall be deemed sufficient notice for this purpose. Vanquish Tech remains responsible and liable to the Customer for the actions and omissions of its Affiliates and subcontractors in fulfilling its contractual obligations.

16. Confidentiality

16.1. Each Party agrees with the other in respect of all Confidential Information:

16.1.1. to keep the Confidential Information in strict confidence and secrecy.

16.1.2. not to use the Confidential Information save for complying with its obligations under these Conditions.

16.1.3. not to disclose the Confidential Information to a third party (except to the extent compelled to by law).

16.1.4. to restrict the disclosure of the relevant and necessary parts of the Confidential Information to such of its employees, agents, subcontractors and others who of necessity need it in the performance of their duties as envisaged by a Contract, and in those circumstances to ensure that those employees and others are aware of the confidential nature of the Confidential Information; provided however that where a part of the Confidential Information is already or becomes commonly known in the trade (except through a breach of the obligations imposed under these Conditions) then the foregoing obligations of confidentiality in respect of such part shall not apply or shall cease to apply (as the case may be).

17. Data Protection

17.1. Compliance with Data Protection Laws

Each Party warrants that it will comply with all applicable **Data Protection Laws** when fulfilling its obligations under the Contract.

17.2. Customer's Obligation to Notify Vanquish Tech

If the Customer intends to, or may, include Personal Data in its use of the Products, Services, or Managed Services provided by Vanquish Tech, it must notify Vanquish Tech at the time of requesting a Quote and/or Work Order, and in any case, before a Contract is finalised. Upon receiving such notification, Vanquish Tech will determine whether it or a third party will act as the Data Processor for the Processing of such Personal Data and will inform the Customer accordingly before or at the time the Contract is formed.

17.3. Data Processing Agreement

If Vanquish Tech is identified as the Data Processor under clause 17.2, the Parties will enter into a **Data Processing Agreement** where required under Data Protection Laws.

17.4. Vanquish Tech as Data Controller

If Vanquish Tech determines that it is the Data Controller, it will comply with all legal obligations applicable to Data Controllers under Data Protection Laws. In such cases, the Parties will engage in good-faith discussions to establish any necessary data-sharing agreements or protocols.

18. Anti-Bribery and Corruption Laws and Compliance

18.1. Obligations of Each Party

Each Party agrees to:

18.1.1. Implement and maintain throughout the term of these Conditions reasonable policies and procedures designed to prevent the facilitation of offences by:

- a. its employees
- b. any individuals or entities associated with it
- c. its subcontractors and/or IT Partners involved in fulfilling these Conditions and any Contract.

18.1.2. Comply with all applicable laws, statutes, and regulations concerning the collection and disposal of waste.

19. Insurance Coverage

19.1. Each Party shall at all times maintain appropriate policies of insurances with a reputable insurance company to cover their separate risks and liabilities under a Contract (such policies to include but not be limited to public liability insurance, Employee Liability and Professional Indemnity in an amount of not less than £5,000,000 for any event, unless the Parties agree otherwise in writing).

20. Notices

20.1. Any notice given to a Party under or in connection with these Conditions shall be in writing and shall be:

- a. delivered by hand to its registered office (if a company) or its principal place of business (in another case) or by pre-paid first-class post or other next working day delivery service to its registered office (if a company) or its principal place of business (in any other case); and in the case of Vanquish Tech such notice shall be addressed to the General Counsel, Legal Department;
- b. sent by email to the following email addresses: (i) in the case of Customer to the Customer Representative and (ii) in the case of Vanquish Tech to accounts@Vanquish-tech.com; (or an address substituted in writing by the Party to be served);

20.2. Any notice shall be deemed to have been received:

- a. if delivered by hand, at the time the notice is left at the proper address as designated in clause 20.1(a) above;
- b. 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
- c. if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

20.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

24. No partnership or agency

24.1. Nothing in these Conditions is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party (and on any resale of a Product by the Customer, such resale shall be made by the Customer as principal), or authorise any Party to make or enter into any commitments for or on behalf of any other Party.

24.2. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

24.3. If a provision in these Conditions is held by any competent authority to be invalid or wholly or partly unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted.

Any modification to or deletion of a provision or part provision under this clause shall not affect the validity and enforceability of the rest of these Conditions or any Contract.

25. Dispute Resolution

If a dispute arises, either Party may initiate the resolution process by sending written notice to the other Party, outlining the issues in dispute, providing relevant documents or materials, and specifying the desired remedy. If the dispute is not resolved within 10 Business Days of receiving the notice, the matter shall be escalated to more senior representatives from each Party's business management. If the dispute remains unresolved after an additional 10 Business Days, it shall be further escalated to the next level of senior management. Should the dispute still not be resolved within 10 Business Days thereafter, either Party may seek relief through the courts in accordance with clause 26.

26. Products and Services

Vanquish Tech reserves the right to modify the Specifications of Products or Services in order to comply with applicable health and safety regulations or legal requirements. Such changes will not materially adversely affect the quality or performance of the Products or Services.

27. Delivery of Products

27.1. Vanquish Tech will make reasonable efforts to deliver the Products to the premises specified in the Contract (or, in the case of electronic delivery, to the agreed email address or other electronic location) and to supply the Services by any estimated delivery date provided. However, the Customer acknowledges that the delivery date is not guaranteed, and Vanquish Tech will not be liable for any loss, damage, or charges (including Particular Losses) incurred by the Customer due to any delay in delivery of Products or Services.

27.2. Product Inspection and Acceptance: upon delivery or collection, the Customer is responsible for inspecting the Products immediately. In all cases, the Customer must:

27.2.1. Reject the Products if the type or quantity is incorrect, or if the Products or packaging are damaged in any way.

27.2.2. Inform Vanquish Tech in writing within 48 hours of delivery about any damage, shortages, defects, or non-delivery that were not apparent at the time of delivery or collection.
If the Customer fails to do so, the Products will be considered accepted.

27.3. Failure to Take Delivery or Provide Instructions

If the Customer fails to take delivery of or collect the Products as agreed, or does not provide Vanquish Tech with adequate delivery instructions at the scheduled time (except in cases beyond the Customer's reasonable control or due to Vanquish Tech's fault), Vanquish Tech may, at its discretion:

27.4. Store the Products until they are delivered and charge the Customer for reasonable storage costs, including insurance.

27.5. Sell the Products at the best available price, charging the Customer for any difference between the sale price and the Fees under the Contract.

28. Risk and Title

28.1. Transfer of Risk

The risk of damage to or loss of the Products passes to the Customer at the earlier of:

28.1.1 When the Products are delivered to the Customer or collected by the Customer; or

28.1.2 When Vanquish Tech attempts to deliver the Products to the Customer but is unable to complete delivery due to the actions or omissions of the Customer;
in accordance with the relevant Incoterms.

28.2. Transfer of Title

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- 28.2.1** Regardless of when the risk passes, title to the Products remains with Vanquish Tech until the earlier of:
Vanquish Tech receiving cleared full payment for the Products and any other Products and Services supplied to the Customer for which payment is then due.
- 28.2.2** the Customer reselling the Products, at which point title passes immediately before the resale.
- 28.2.3** if the Customer fails to meet payment terms, immediately before Vanquish Tech initiates legal action for the Fees.

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28.3. Retention of Ownership. Until title in the Products passes to the Customer:

28.3.1 The Customer shall keep the Products separate from other goods, store them properly, protect them, insure them, and clearly identify them as the property of Vanquish Tech.

28.3.2 After the Due Date, Vanquish Tech has the right to demand that the Customer return the Products. If the Customer fails to do so immediately, the Customer shall permit (or obtain permission for) Vanquish Tech or its agents to enter the Customer's premises (or any other location where the Products are stored) to repossess the Products.

29. Services

29.1. Where Vanquish Tech agrees to provide Services, any Quote or other indication by Vanquish Tech as to the number of Business Days/ Business Hours required by Vanquish Tech to undertake a specific task shall be an estimate only. Vanquish Tech shall in no circumstances be liable for a delay or for any other loss, damage or other cost of whatsoever nature (including without limitation Particular Losses) suffered or incurred by the Customer where such an estimate or indication is incorrect.

29.2. Unless stated otherwise in writing, the Fees agreed for the Services do not include travel, accommodation and subsistence expenses, nor the cost of time spent travelling incurred in the provision of the Services for which Vanquish Tech shall charge the Customer at its or its subcontractors' (as applicable) then current rates, available on request.

29.3. Vanquish Tech will normally carry out the Services during Business Hours but may, on reasonable notice, require the Customer to provide access to the Customer's premises at other times.

29.4. At the Customer's request, Vanquish Tech may agree to provide Services outside Business Hours. However, this shall be subject to any reasonable additional Fees that may be charged by Vanquish Tech for complying with such a request. Such Fees shall be agreed in writing prior to the commencement of any work outside of Business Hours.

29.5. Vanquish Tech expects that the Customer has adequate inspection, testing and approval processes and, on completion of any Services provided by Vanquish Tech, the sign-off by the Customer of such services shall be considered the Customer's absolute acceptance of the satisfactory completion of such Services. If the Customer has not confirmed its acceptance of the Services, nor raised any concerns about them, within 7 days of Vanquish Tech notifying the Customer that the Services are complete, the Customer agrees it is reasonable for Vanquish Tech to infer the Customer's acceptance and, where relevant, invoice for those Services.

29.6. Should the Customer become dissatisfied with the performance of any personnel assigned by Vanquish Tech to perform the Services, the Customer shall notify Vanquish Tech in writing with details of the unsatisfactory performance and, provided that Vanquish Tech is satisfied that the Customer's dissatisfaction is reasonable, Vanquish Tech shall re-assign personnel as soon as reasonably practicable. Vanquish Tech shall be responsible for ensuring that any replacement personnel are fully briefed.

29.7. No liability shall accrue to Vanquish Tech as a result of any defects in the delivery of the Services unless:

29.7.1. a reasonably detailed inspection and testing procedure has been undertaken by the Customer to ascertain that the Services had been undertaken correctly and in full.

29.7.2. such inspection would not have been expected to identify the defect-causing loss (due to the latent and uncheckable nature of such defect).

29.8. Where Vanquish Tech agrees to provide support and/or maintenance Services in respect of Products supplied to the Customer, unless otherwise set out in the relevant Contract, this will generally comprise reasonable assistance in the resolution of queries via a telephone call originated by the Customer's licensed users of such

Products during Business Hours for the agreed period (limited to first line support only). If Vanquish Tech is unable to resolve the query during a telephone call, the Customer may be required to contact the Manufacturer of the Product directly.

29.9. The Customer may from time to time wish to vary the scope of a Service. Vanquish Tech will use reasonable commercial endeavors to accommodate that variation. Any changes in the Fees and/or timescales as a result of that variation shall be negotiated between the Customer and Vanquish Tech, and where such negotiation has not concluded at the time the Customer confirms the variation is required, the Customer accepts that any increase in work required pursuant to the variation shall be provided on a time and materials basis at Vanquish Tech 's or its subcontractors' (as applicable) then current rates for the same, available on request.

30. Returns Policy

30.1. Return of Opened Products. Vanquish Tech will not accept returns of opened Products unless they are faulty. For clarity, no Software can be returned once the seals have been broken, and the licence has been activated.

30.2. Return of Unopened Products. Where permitted by Vanquish Tech's supply chain, Customers may return unopened Products. However, all returns are at Vanquish Tech's sole discretion, subject to the return policies of its suppliers, and may incur reasonable restocking fees or other conditions. This does not apply to returns covered under the relevant Manufacturer's 'dead on arrival' (DOA) policies or warranties.

30.3. Faulty or Defective Products. The replacement or refund of faulty or defective Products is subject strictly to the Manufacturer's DOA policies or warranties, available upon request. If the Products are found to be defective, they will be handled in accordance with the terms of these policies.

30.4. Credit and Refund Process. If the return of a Product is permitted and products have been confirmed as returned to either, Vanquish Tech, the distributor or OEM, a credit note will be issued based on the original product value deducting charges associated with the return.

30.5. Expired or Invalid DOA/Warranty. If the Manufacturer's DOA cover or warranty has expired, been invalidated, or is otherwise not applicable, Vanquish Tech will not be liable for the return, refund, or replacement of such Product(s).

Vanquish Tech Managed Services

1. Ordering Managed Services

1.1. Upon the Customer's request, Vanquish Tech will draft and send a Statement of Work (SOW) outlining the Managed Services. If the Customer agrees to proceed with the Managed Services specified in the SOW, they must indicate acceptance by signing and returning a copy of the SOW to Vanquish Tech. For the purposes of clause 2.5 of the General Terms, the signed SOW shall serve as the Order, and upon acceptance by Vanquish Tech, a Managed Services Contract will be established.

1.2. Vanquish Tech will then provide the Customer with a provisional Activation Date/Service Commencement Date for each of the ordered Managed Services. Vanquish Tech will use reasonable efforts to begin delivering the relevant Managed Services by such provisional Activation Date, subject to payment by the Customer of any Fees which are payable in advance and the Customer's compliance with the terms of the Managed Services Contract (and in particular its obligations in clause 6 of the General Terms).

1.3. Depending on the specific requirements of the Managed Services, the Customer understands that Vanquish Tech may need to carry out additional preparatory work, such as design or specification tasks, before moving forward with installation, provisioning, or going live. Once this preparatory work is completed, Vanquish Tech will issue a Supplementary Work Order to the Customer, providing further details on how the Managed Services will be delivered. The Customer may request reasonable modifications to the Supplementary Work Order and Vanquish Tech will try to incorporate these changes within the existing scope and Fees outlined in the original Statement of Work. If accommodating these changes within the original scope isn't feasible, both Vanquish Tech and the Customer will negotiate in good faith to agree on any necessary adjustments to the Managed Services and associated Fees. The Customer can accept the Supplementary Work Order by providing written confirmation, sending an email, or by simply requesting that Vanquish Tech proceed with the work. If no written rejection is received, the Supplementary Work Order will be considered accepted 7 days after it is sent. Once accepted, the

Supplementary Work Order becomes an official part of the original Work Order and is included within the Managed Services Contract.

1.4. If Vanquish Tech has agreed with the Customer that any Fees will be payable in arrears, the delivery of the Managed Services is subject to credit approval.

2. Service Provision

2.1. Service Level Arrangements

The applicable Service Level Arrangements will take effect from the Service Commencement Date.

2.2. Customer Responsibility and Use of Managed Services

The Customer is responsible for how it uses the Managed Services, including any use by third parties, whether fraudulent or authorised by the Customer. The Customer acknowledges that the Managed Services are not intended for use in situations where any errors or failures could result in death, personal injury, or severe physical or environmental damage. Therefore, unless explicitly agreed otherwise in the Work Order, the Customer must not use the Managed Services for such purposes.

2.3. Risk of Customer Site Equipment

The Customer assumes all risk for the Customer Site Equipment from the point of installation.

2.4. Restrictions on Third-Party Access

The Customer shall not provide access to the Managed Services to third parties or allow any third party to benefit from the Managed Services, nor shall it permit third parties to access the Customer Site Equipment, unless Vanquish Tech has explicitly agreed to this in writing.

2.5. Vanquish Tech's Rights

Vanquish Tech reserves the right to:

2.5.1 Modify or replace any hardware or Managed Services software within its network or in the equipment used to deliver Managed Services, as long as these changes do not materially affect either Party's ability to meet their obligations under the Managed Services Contract. If such changes are likely to have a material adverse effect, the affected Party will notify the other Party, and both will follow the Change Control Procedure.

2.6. Substitution of Managed Services

If a Managed Service is no longer readily available or is in short supply at the time of delivery, Vanquish Tech may substitute an alternative product or service of equal or better performance and functionality, at no additional cost to the Customer.

2.7. The Customer shall not provide the Managed Services to third parties or permit any third party to access or benefit from the Managed Services, nor to access the Customer Site Equipment, unless otherwise expressly agreed to in writing by Vanquish Tech.

2.8. If a Managed Service to be delivered by Vanquish Tech is no longer readily available or is in short supply at the agreed time of delivery, Vanquish Tech may substitute another product or service in its place. The substituted product will have equivalent or better performance and function and will be provided at no additional cost to the Customer.

2.9. If the Customer uses a Managed Service or requires Vanquish Tech to implement or configure a Managed Service, in a manner contrary to the Documentation or Vanquish Tech's reasonable recommendations, Vanquish Tech's obligation to provide that Managed Service will be limited to reasonable endeavors.

2.10. Vanquish Tech reserves the right to modify and increase the Fees and implementation timescale associated with any Managed Service if there is any material revision to Customer Site, Customer Site Equipment, or any other infrastructure of the Customer, which Vanquish Tech determines, in its sole discretion, impacts its performance. Any resulting delay shall not be considered a breach of the Contract by Vanquish Tech.

3. Disaster Recovery and Customer Data

3.1. The Customer acknowledges that risks such as data loss are inherent in using services like the Managed Services. Vanquish Tech can provide backup and restore services as part of the Managed Services, where agreed, but does not offer full business continuity planning or execution services. The Customer is responsible for their own business continuity planning and Vanquish Tech's backup services are not a substitute. If backup and restore services are not included, Vanquish Tech will not be liable for any loss or damage to Customer Data. If included, Vanquish Tech will perform them in line with the Work Order, Service Level, and Good Industry Practice.

3.2. Notwithstanding paragraph 3.1, Vanquish Tech will not itself delete any Customer Data unless specifically permitted to do so by the Contract or instructed to do so by the Customer.

4. IT Partners and third-party agreements

4.1. Where Vanquish Tech provides the Customer with access to or use of third party Managed Services Software in the course of providing the Managed Services, the Customer agrees to comply with the terms of any EULA applicable to such Managed Services Software. Where required by an upstream supplier of such Managed Services Software, the Customer agrees to provide such an upstream supplier with sufficient access to relevant systems and records to allow such an upstream supplier to verify compliance with such end user license agreements.

4.2. The Customer shall license or procure a license for the use of any software, programs and/or applications used by the Customer and not supplied by Vanquish Tech (including the Customer's operating environment). These may or may not be indirectly related to the Managed Services.

5. Term and Renewal

5.1. The Managed Services Contract will continue for the Initial Term and will thereafter automatically renew for successive Renewal Terms unless:

5.1.1. either Party notifies the other party of termination, in writing, at least 30 days before the end of the Initial Term or the then-current Renewal Term, in which case the Contract will terminate upon the expiry of the Initial Term or then-current Renewal Term, as the case may be.

5.1.2. otherwise terminated in accordance with the terms of the Managed Services Contract, including these Conditions.

5.2. Certain Managed Services are subject to longer cancellation periods imposed by the upstream supplier. The cancellation period for such Managed Services will be as set out in the relevant Managed Services Contract or Statement of Works.



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