

We may update this Agreement at any time, the most recent version can be located on our Terms and Conditions page <https://www.ogl.co.uk/ogfterms> which can be accessed by using your allocated password. It is your responsibility to regularly check and agree to the most recent version of these General Conditions, as you will be deemed to have accepted all updates by continuing use of the Service. If you do not agree with the new terms when released, please contact us as soon as possible in writing.

**DEFINITIONS:**

The terms defined in this Agreement have the meaning set out below:

**"Agreement"** the agreement between you and us for the provision of the Services incorporating these General Conditions, the applicable Services (as identified on the Order) and the Order, together with any document referenced in them.

**"Authorised Users"** your employees, agents and independent contractors who are authorised by you to use the Services.

**"Confidential Information"** information of, or concerning, a party to this Agreement whether technical or commercial (including specifications, documents, drawings and designs), disclosed in writing, electronically or orally, where the information is identified as confidential at the time of disclosure or ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure.

**"Consultancy Services"** may include pre-sales recommendations, site surveys, infrastructure solutions planning, project management, specialist technology and communications advice, strategic advice and any other IT or security consultancy services as detailed in the proposal and/or Order.

**"Customer Software"** any software applications which are owned by or licensed to you

**"Cyber-attack"** an attempt by hackers to damage or destroy a computer network or system.

**"Data"** any of your data held on your System

**"Equipment"** means the computer equipment detailed in the Schedule.

**"Equipment Location"** means the relevant location of the Customer referred to in the Schedule.

**"Fees"** the total Fees payable by you in connection with this Agreement, comprising any One-off Fees as applicable to your particular Services, and as set out in the Order.

**"Group"** part of the OGL Group of companies.

**"Initial Term"** the initial term of the Agreement described in the Order.

**"Intellectual Property Rights"** all intellectual property rights arising anywhere in the world whether registered or unregistered (including any application for registration), including copyright, know-how, confidential information, trade secrets, domain names, trademarks, trade names, patents, design rights, database rights and all rights in the nature of unfair competition rights and rights to sue for passing off.

**"One-off Fees"** any single charges or one-off costs, including (without limitation) charges for any remediation works such one-off costs being set out in the Order.

**"Order"** the order for the provision of your Services which forms part of this Agreement.

**"Renewal Period"** any renewal period described in clause 9.2

**"Schedule"** the schedule detailing the Customer, the Equipment and the Equipment Location including any replacement schedule issued by us from time to time.

**"Security Threat"** a possible danger that might exploit a vulnerability to breach security of your System and therefore cause possible harm.

**"Services"** the services provided by us to you under this Agreement, or combination thereof as set out in the Order.

**"Software"** any software applications provided by us as part of the Services, as set out in the Order (excluding the Customer software).

**"Start Date"** the start date of this Agreement as set out in the Order.

**"System"** the Customer's IT infrastructure including hardware, software, data, equipment and operating system.

**"Term"** the term of the Agreement comprising the Initial Term and any Renewal Periods.

**"Third Party Services"** any software or services provided to you by us on behalf of a third-party provider.

**"we"** or **"us"** or **"our"** (as the context requires) OGL Computer Support Limited of Worcester Road, Stourport on Severn, Worcestershire DY13 9AT.

**"you"** or **"your"** (as the context requires) the Customer of the Services specified in the Order.

**1 APPLICATION OF THESE CONDITIONS**

These General Conditions shall apply to the provision of Services to you during the Term.

**2 USE OF THE SERVICES**

- 2.1 We will provide on-site IT Administration as specified in the Schedule, on pre-arranged dates to be agreed by both parties.
- 2.2 On site visits will be booked between 9am and 5pm Monday to Friday, excluding public holidays.
- 2.3 This Service is for labour only, any additional charges incurred for hardware, Software, or consumables will be invoiced to you.
- 2.4 Subject to your payment of the Fees and the terms of this Agreement we grant to you a non-exclusive, non-transferable right during the Term of this Agreement and/or allow the Authorised Users to use, the Services and the Software to the extent required for your internal business operations.
- 2.5 You shall procure all necessary licences for each Authorised User to use any Software, which may require you to agree to Third Party licensing terms which will be detailed on the Order, and you warrant that you have and will maintain all necessary licences and consents necessary as part of the Services.
- 2.6 Where Services include Consultancy Services you agree that:
  - 2.6.1 You shall provide us with all facilities that may reasonably be required to provide the Consultancy Services, such as access to your Location, Equipment and System, passwords, appropriate resources and your staff, and additional charges may be payable, where we are delayed or prevented from performance due to events beyond our control.
  - 2.6.2 All Intellectual Property Rights within deliverables such as reports, consultancy guidance and documentation will remain our property or that of our licensors. You accept that all such reports, consultancy guidance and documentation provided for the Consultancy Services are accurate at the time of delivery, based upon the information provided by you.
  - 2.6.3 Where Consultancy Services have been provided by a third party, and we are requested to provide remediation work under the Agreement, we cannot be held responsible for any issues or faults occurring on the System as a result of following any third party advice, which we will deem to be accurate at the time of provision, or where there is any resulting downtime.
- 2.7 You shall not, except as may be permitted by law or otherwise in accordance with this Agreement:
  - 2.7.1 copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software in any form or media or by any means; or
  - 2.7.2 reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software.
- 2.8 You shall not:
  - 2.8.1 access all or any part of the Services in order to build a product or service which competes with the Services; or
  - 2.8.2 use the Services to provide services to third parties; or attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided under this clause 2; or
  - 2.8.3 sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or make the Services available to any third party except the Authorised Users.
- 2.9 You agree that in using the Services you shall comply with the terms of this clause 2. If you fail to comply with this clause 2 we shall have the right to:
  - 2.9.1 suspend the Services until such time as we are satisfied that you are able to comply with this clause 2; and/or
  - 2.9.2 terminate the Services forthwith upon written notice to you; and/or
  - 2.9.3 claim any costs expenses losses and damages which we may incur

**3 OUR OBLIGATIONS**

- 3.1 We will perform the Services with reasonable skill and care, except to the extent that you have failed to comply with your obligations in this Agreement, or where your use of the Services is contrary to our instructions, or where the Services have been modified or altered by anyone other than us or our authorised contractors or agents.
- 3.2 Subject to clauses 3.3 and 3.4 if the Services do not conform to the undertaking in clause 3.1, we will use all reasonable endeavours to correct the defect in accordance with our standard support procedures. Our standard support service shall be available as per the Agreement except in the case of a total Service failure, following which (subject to clause 3.4) we shall use our reasonable endeavours to resume the Services as soon as reasonably practicable.
- 3.3 The remedy set out in clause 3.2 constitutes your sole and exclusive remedy for any breach of the undertaking set out in clause 3.1.
- 3.4 Notwithstanding the foregoing, we:
  - 3.4.1 do not warrant that your use of the Services will be uninterrupted or error-free; nor prevent a Security Threat or Cyber-Attack; nor that the Services will meet your requirements; and
  - 3.4.2 are not responsible for any delays, delivery failures, or any other loss or damage resulting from the provision of Services, and you acknowledge that the Services may be subject to limitations, delays and other problems inherent in the use of such IT and communications facilities, including Security Threat and Cyber-Attack; and
  - 3.4.3 shall not be liable to you for any defect in the Services to the extent caused by any defect or failure in your System.
- 3.5 Subject to your obligations as set out in this Agreement, we warrant that we have and will maintain all necessary licences, consents, and permissions necessary for the performance of our obligations under this Agreement.

**4 YOUR OBLIGATIONS**

- 4.1 In order for us to provide the Services you shall provide us with all necessary co-operation and comply with any obligations in relation to this Agreement and access to such information as we may require, including but not limited to access to your System and any security access information.
- 4.2 You shall (and shall ensure that the Authorised Users shall):
  - 4.2.1 use the Services in accordance with this Agreement and you shall be responsible for any Authorised User's breach of any term of this Agreement;
  - 4.2.2 comply with any obligations set out in the Agreement;
  - 4.2.3 comply with all applicable laws and regulations with respect to your activities under this Agreement;
  - 4.2.4 maintain all necessary licences, consents, and permissions necessary for us to be able to perform our obligations under this Agreement;
  - 4.2.5 carry out all other responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in your provision of such assistance as agreed by the parties, we may adjust any agreed timetable or delivery schedule as reasonably necessary;
  - 4.2.6 use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services, and promptly notify us if you discover any such unauthorised access or use;
  - 4.2.7 ensure that your network and System comply with any relevant specifications provided by us from time to time;
  - 4.2.8 be solely responsible for the correction of any defect or failure in your System or network communications;
  - 4.2.9 ensure that the internet connection is satisfactory to allow remote IT Support Services if required;
  - 4.2.10 ensure the environmental and electrical conditions affecting the Equipment at the Equipment Location are maintained to the manufacturer's recommendations.
  - 4.2.11 ensure the Equipment is operated correctly and by competent trained and authorised members of your staff.
  - 4.2.12 provide us with at least two full working days' notice to cancel a booked site visit and you accept that failure to

provide us with the required notice will result in you being charged for the cancelled visit.

- 4.2.13 use media on the Equipment only of a type recommended or approved by the manufacturer or by us.
- 4.2.14 notify us forthwith if the Equipment is re-located from the Equipment Location.
- 4.2.15 sign a certificate of satisfaction after any service work under this Agreement has been carried out by us or on our behalf.
- 4.2.16 be wholly responsible for the security of your proprietary and confidential information held on the equipment.
- 4.2.17 maintain up-to-date back-up copies of the configuration for software and hardware and the programs and Data which may be affected by any breakdown of or fault in the Equipment and ensure that such back-up copies are kept up to date and in order and available for use at all times.
- 4.2.18 ensure that your System and Customer Software are legitimately licensed.
- 4.2.19 inform us of service patch or service pack updates, or connection of peripheral devices or associated Customer Software updates.
- 4.3 You understand that support may be provided as part of the Services as detailed in the Order, and your usage of this support should be reasonable and fair. Should your usage be deemed excessive, as determined by us in a commercially reasonable manner, we may require you to purchase additional support.
- 4.4 You understand that maintenance cover in respect of this Agreement does not include the provision for defect, error or any other problem resulting from a software virus whether attributable to internal or external sources.

**5 5 CHARGES AND PAYMENT**

- 5.1 Invoices will be rendered prior to commencement of this Agreement and are payable before the commencement date detailed in the Schedule.
- 5.2 We shall invoice you on the Start Date in respect of any One-off Fees and you shall pay our invoices for the same within 30 days of receipt.
- 5.3 All amounts payable under this Agreement are exclusive of value added tax (if any) which shall be paid at the rate and in the manner for the time being prescribed by law.
- 5.4 If you fail to pay any amount payable under this Agreement, we reserve the right to:
  - 5.4.1 suspend the Services until all outstanding payments are received in full;
  - 5.4.2 suspend any of the Group services until all outstanding payments are received in full; and
  - 5.4.3 claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

**6 PROPRIETARY RIGHTS**

- 6.1 You acknowledge and agree that we and/or our licensors own all Intellectual Property Rights in the Software, and the Services. Except as expressly stated herein, this Agreement does not grant you any rights to, or in, patents, copyrights, database rights, trade secrets, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Software, or the Services.
- 6.2 We shall, subject to clause 6.5, defend you, your officers, directors and employees against any judgment by a competent UK court of law that any Software or Services infringe any United Kingdom patent effective as of the Start Date, copyright, trademark, database right or right of confidentiality, and shall indemnify you for any amounts awarded against you in judgment or settlement of such claims, provided that:
  - 6.2.1 we are given prompt notice of any such claim;
  - 6.2.2 you provide reasonable co-operation to us in the defence and settlement of such claim, at our expense; and
  - 6.2.3 we are given sole authority to defend or settle the claim.
- 6.3 In the defence or settlement of any claim, we may procure the right for you to continue using the Software or Services, replace or modify the Software or Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement without any additional liability or obligation to pay damages or other additional costs to you.

- 6.4 In no event shall we, our employees, agents and sub-contractors be liable to you to the extent that the alleged infringement is based on:
- 6.4.1 a modification of the Software or Services by anyone other than us; or
  - 6.4.2 your use of the Software or Services in a manner contrary to the instructions given to you by us; or
  - 6.4.3 your use of the Software or Services after notice of the alleged or actual infringement from us or any appropriate authority.
- 6.5 This clause 6 sets out our sole and exclusive rights and remedies, and our entire obligations and liability, for infringement of any patent, copyright, trademark, database right or right of confidentiality.

**7 LIABILITY AND INDEMNITY**

- 7.1 Nothing in this Agreement shall operate to exclude or limit our liability for death or personal injury caused by our negligence; any breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982; fraud; or any other liability which cannot be excluded or limited under applicable law.
- 7.2 This clause 7 applies in addition to any limitation of liability specific to a particular service as set out in Schedules 1 and 2.
- 7.3 Except as expressly and specifically provided in this Agreement:
- 7.3.1 you assume sole responsibility for results obtained from the use of the Services and any Software, and for conclusions drawn from such use. We shall have no liability to you or any third parties for any damage caused by errors or omissions in any information or instructions provided to us by you in connection with the Services and/or any Software, or any actions taken by us at your direction;
  - 7.3.2 the Services and Software are provided to you on an "as is" basis and except as set out herein 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.
- 7.4 Subject to clause 7.1, we shall have no liability to you or any third parties for:
- 7.4.1 any loss of profits; loss of anticipated savings; loss of business opportunity or loss of goodwill or wasted management time which you may suffer, whether they arise directly or indirectly or are immediate or consequential and whether they arise in contract, tort (including negligence) or otherwise; or
  - 7.4.2 any indirect or consequential loss or special damage (even though we were aware of the circumstances in which such special damage could arise); or
  - 7.4.3 any and all problems, delays, delivery failures and all other loss or damage or costs or expenses incurred by you arising from or caused by your System; your equipment; your network; your failure to maintain internet connectivity or any breach of your obligations under this Agreement; or
  - 7.4.4 any loss of, or damage to, your System caused by any third party (except those third parties subcontracted by Us to perform any of the Services).
- 7.5 In the event that you suffer loss of or damage to your Data, incur any fines from a regulatory body or incur any claim from a third party as a result of our breach of this Agreement or the negligence of our personnel, our total liability to you for loss of or damage shall be limited to the lesser of:
- 7.5.1 the cost of restoring the Data to the last available backup; or
  - 7.5.2 the sum in clause 7.6; and
  - 7.5.3 you acknowledge that the provisions of this clause 7.5 represents a reasonable apportionment of risk having regard to the Fees for the Services.
- 7.6 Subject to clauses 7.1, 7.4 and 7.5, our total liability to you, whether in contract, tort (including negligence) or otherwise in connection with this Agreement, shall not exceed a sum equal to the total value of the Fees paid or payable by you in respect of the 12 months during which the liability arises.

**8 DATA AND DATA PROTECTION**

- 8.1 You shall own all rights, title and interest in and to all of your Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of your Data.

- 8.1.1 Each Authorised User is responsible for controlling permission access rights to files stored on your System. You are responsible for any user ID and passwords associated with such access controls, and we shall not be responsible for any unauthorised access to your Data as a result of the security of such access controls being violated by any person other than us or our third-party contractors.

- 8.1.2 In this clause 8, "Personal Data" and "Data Subject" have the meanings given to them in the Data Protection Act 2018.

- 8.1.3 We warrant that, to the extent we process any Personal Data on your behalf:

- 8.1.3.1 we shall act only on your lawful instructions; and
- 8.1.3.2 we have in place appropriate technical and organisational security measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data.

- 8.2 You acknowledge that we are reliant on you for direction in respect of our access to Personal Data whilst providing our Services, and that we shall not be liable for any claim brought by a Data Subject arising from any action or omission by us that resulted directly from your instructions.

**9 TERM AND TERMINATION**

- 9.1 This Agreement shall begin on the Start Date and shall continue for an Initial Term as set out in the Order.

- 9.2 Subject to clause 9.3, unless you give us not less than 30 days prior written notice to terminate the Agreement at the end of the Initial Term, this Agreement shall automatically continue thereafter for one or more Renewal Periods of twelve (12) months.

- 9.3 Either we or you may terminate this Agreement immediately on notice to the other, and without liability to the other:

- 9.3.1 if the other Party breaches any of the terms of this Agreement and the breach (where the breach is capable of being remedied) has not been remedied within 30 days of a written request to remedy it;

- 9.3.2 if the other Party convenes a meeting of its creditors or if a proposal is made for a voluntary arrangement within Part 1 of the Insolvency Act 1986 or a proposal for any other composition scheme or arrangement with (or assignment for the benefit of) its creditors or if it is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or if a trustee receiver, administrative receiver or similar officer is appointed in respect of all or any part of its business or assets or if a petition is presented or a meeting is convened for the purposes of considering a resolution or other steps are taken for its winding up or for making of an administration order;
- 9.3.3 if the other Party ceases or threatens to cease business.

- 9.4 On expiry or termination of this Agreement for any reason:

- 9.4.1 you shall immediately pay to us all of our outstanding unpaid invoices and related unpaid interest;

- 9.4.2 the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving, shall not be affected or prejudiced;

- 9.4.3 we may destroy or otherwise dispose of any Data within our possession unless we receive, no later than 10 days after the effective date of the termination of this Agreement, a written request for the delivery of your Data to you of the then most recent back-up within 30 days. We will use reasonable commercial endeavours to deliver the back-up to you within 30 days of receipt of such a written request, provided that you have, at that time, paid all fees and charges outstanding at and resulting from termination. You will pay all reasonable expenses incurred by us in returning or disposing of Data.

- 9.5 Any termination of this Agreement shall be without prejudice to any accrued rights or remedies available to either party. For the avoidance of doubt where this Agreement is terminated other than in accordance with the terms of this Agreement we shall be entitled to retain the balance of any payment previously made by you.

**10 CONFIDENTIALITY**

- 10.1 Each party shall protect the Confidential Information of the other party against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential

information of a similar nature, being at least a reasonable degree of care.

- 10.2 Confidential Information of the disclosing party may be disclosed by the receiving party to its employees, affiliates and professional advisers, provided that the receiving party procures that any such recipient complies with the provisions of this clause 10.
- 10.3 The obligations set out in this clause 10 shall not apply to Confidential Information which the receiving party can demonstrate:
  - 10.3.1 is or has become publicly known other than through breach of this clause 10; or
  - 10.3.2 was in possession of the receiving party prior to disclosure by the other party; or
  - 10.3.3 was received by the receiving party from an independent third party who has a full right of disclosure; or
  - 10.3.4 was independently developed by the receiving party; or
  - 10.3.5 is required to be disclosed by a governmental authority, stock exchange or regulatory body, provided that the party subject to such requirement to disclose gives the other party prompt written notice of the requirement to the extent lawfully possible.
  - 10.3.6 this clause 10 shall survive termination or expiry of this Agreement, however arising and shall continue thereafter for a period of 3 years or such other period as may be agreed by the Parties.

**11 NON-SOLICITATION**

- 11.1 During the Term and for the period of 12 months following upon its termination, you will not directly or indirectly and whether for your benefit or for the benefit of another, solicit or induce or endeavour to solicit or induce any officer, employee, agent or authorised contractor to leave our engagement, or engage any such individual without our prior written consent.
- 11.2 Should you engage the services of any officer, employee, agent or authorised contractor whether the engagement is an employee or as an independent contractor, during the Term or within twelve months thereof, you will pay a fee of 50% of the starting annual salary of that said person.

**12 SECURITY**

- 12.1 You are (and this includes your Authorised Users) responsible for controlling permission access rights to files stored on your System. You are responsible for any user ID and passwords associated with such access controls and also for appropriate staff training with regard to good password security. We shall not be responsible for any user ID and passwords associated with such access controls, and we shall not be responsible for any unauthorised access to your Data as a result of the security of such access controls being violated by any person other than us or our third-party contractors.
- 12.2 It is your responsibility to ensure the security and maintenance of your System and Software, and to invest in and implement such appropriate security measures which would be reasonably considered to be best practice in a business of your size and standing necessary to protect your System and your Data, including your customers' Data.
- 12.3 It is your responsibility to ensure that your Authorised Users are regularly trained in security awareness and Cyber-attacks and Security Threats prevention.

**13 GENERAL**

- 13.1 We may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Services. Where practicable, we will give you at least 30 days' notice of any change.
- 13.2 We shall have no liability to you under the Agreement if we are prevented from, or delayed in performing, our obligations under the Agreement or from carrying on our business by acts, events, omissions or accidents beyond our reasonable control.
- 13.3 Subject to clause 13.1, no variation of the Agreement shall be valid unless it is in writing and signed by us.
- 13.4 A waiver of any right under the Agreement is only effective if it is in writing and shall not be construed as a waiver of any other provision of this Agreement.
- 13.5 If any provision of the Agreement (or part of any provision) is found by the court to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form

part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

- 13.6 The Agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. These terms and conditions (together with the terms of any applicable Service Specific Conditions) are the sole and exclusive terms and conditions applicable in relation to the Agreement to the exclusion of any terms or conditions which you may seek to import into the Agreement.
- 13.7 Each party acknowledges, in entering into the Agreement, that it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly provided in this Agreement provided that nothing in this condition shall limit or exclude any liability for fraud.
- 13.8 This Agreement is personal to you. You shall not, without our prior written consent, assign, transfer, subcontract or deal in any manner with any of your rights or obligations under the Agreement without our written consent. You cannot transfer or use the Services for any other person, organisation, or legal entity, including linked organisations, without our express written consent. If you become insolvent, an insolvency practitioner cannot pass on the Services as part of your business assets.
- 13.9 We may at any time subcontract or delegate in any manner any or all of our obligations under the Agreement to any third party or agent.
- 13.10 A person who is not a party to this Agreement shall not have any rights under or in connection with it.
- 13.11 Any notice required to be given hereunder shall be delivered or sent by email to legal@ogl.co.uk and any such notice shall be deemed to have been served (if delivered) at the time of delivery.
- 13.12 A person who is not a party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of it. This means that only us, you and OGL Computer Services Group Limited can enforce the rights set out in this Agreement.
- 13.13 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with, English law and shall be subject to the exclusive jurisdiction of the English courts.