



SED COM NETWORKS LTD  
Standard Terms and Conditions of Sale

These terms and conditions (“Terms”) apply to the supply of goods and services (as applicable) provided by SED COM NETWORKS LTD of any computer hardware or software or software development, licence, maintenance or other similar or associated items or materials. These Terms are divided into three parts; Sales, Services and General. The General Terms apply to all contracts and dealings with SED COM NETWORKS LTD. The remaining terms apply depending upon the service to be provided by SED COM NETWORKS LTD.

## 1. DEFINITIONS

In these terms and conditions the following words shall have the following meanings:

“Acceptance” means acceptance of an Order by SED COM NETWORKS LTD in writing or by email, or by commencement of the provision of the Equipment and/or Services (and “Accepted” shall be interpreted accordingly). The Initial Period of service shall start at this date.

“Agreement” means these terms and conditions, the Order Forms, the Schedules and the Appendixes attached hereto.

“Appendix” means Appendix A.

“SED COM NETWORKS LTD’s Systems” means the network infrastructure and computer systems owned or procured by SED COM NETWORKS LTD for the provision of the Services;

“Bespoke Services” means the bespoke services to be provided by SED COM NETWORKS LTD to the Client, if any, as are more particularly set out in Schedule 6.

“Charges” means the charges payable by the Client to SED COM NETWORKS LTD for the provision of the Equipment and/or Services, as set out in the Accepted Order(s) (which, for the avoidance of doubt, may refer to a price list published by SED COM NETWORKS LTD from time to time).

“Datacentre Services” means the datacentre services to be provided by SED COM NETWORKS LTD to the Client, if any, as are more particularly set out in Schedule 4.

“Disaster Recovery Services” means the disaster recovery services to be provided by SED COM NETWORKS LTD to the Client, if any, as are more particularly set out in Schedule 5.

“Documentation” means all operating manuals, user manuals and user documentation and any other documentation provided to the Client by SED COM NETWORKS LTD or its suppliers which is associated with the use or provision of the Equipment and/or Services.

“Equipment” means the hardware and equipment to be provided by SED COM NETWORKS LTD to the Client if any, as are more particularly set out in Schedule 2.

“Fault” means either (a) failure of the Services, Infrastructure or the Supported Software to perform in accordance with the Documentation; or (b) a cessation, interruption or degradation of the usual functionality of the Services, Infrastructure or the Supported Software.

“Force Majeure” means acts of God, war, hostilities, riot, fire, explosion, accident, flood, sabotage, lack of adequate power, raw materials or labour, failure of a supplier, strike, lock-out or injunction compliance with governmental laws, regulations or orders.

“Infrastructure” means the network infrastructure supported by SEDCOM NETWORKS LTD as part of the Services set out in the Accepted Order(s).

“General Services” means the general services to be provided by SEDCOM NETWORKS LTD to the Client, if any, as are more particularly set out in Schedule 2.

“Order” means either an order for the provision of Equipment and/or Services submitted by the Client to SEDCOM NETWORKS LTD in accordance with the provisions of the terms and conditions of business, or the acceptance by the Client of a Quotation.

“Order Forms” means the order form(s) for some or all of the Services, as set out in the relevant Schedules. For the avoidance of doubt, where an Order Form has been provided by SEDCOM NETWORKS LTD for a specific Service, the Client shall use such Order Form to order such Services.

“Quotation” means a quotation order for the provision of Equipment and/or Services which has been prepared by SEDCOM NETWORKS LTD and delivered to the Client (in hard or electronic copy). Unless otherwise specifically set out to the contrary in a Quotation, all Quotations shall be valid for thirty (30) days from the date of issue.

“Schedule” means a schedule attached to and which forms part of this Agreement.

“Services” means the services to be provided by SEDCOM NETWORKS LTD as set out in the relevant Accepted Order(s) and which shall include without limitation, Support Services, Website Hosting Services, Datacentre Services, General Services, Disaster Recovery Services, Bespoke Services and any other services offered by the SEDCOM NETWORKS LTD to the Client and set out in the relevant Accepted Order(s).

“Site” means the location of the Client’s business operations and its Infrastructure as set out in Schedule 1.

“Signing authority” means the person signing this document has the authority to do so.

“Support Services” means the support and maintenance services to be provided by SEDCOM NETWORKS LTD to the Client, if any, as are more particularly set out in Schedule 1.

“Supported Software” means the software in respect of which the Support Services are provided, as set out in Schedule 1.

“T&M (Time & Materials) Charges” means additional sums which may be charged under this Agreement in accordance with SEDCOM NETWORKS LTD’s rates from time to time for work undertaken on a time and materials basis.

“Third Party Provider” means the provider of Third Party Services.

“Third Party Services” means any part of the Services which SEDCOM NETWORKS LTD procures from a third party, including broadband access connections and any third party hosting services, telecommunications services and/or equipment.

“Website” means [www.sedcom.net](http://www.sedcom.net).

“Website Hosting Services” means the website, email and domain name hosting services provided by SEDCOM NETWORKS LTD to the Client, if any, as are more particularly set out in Schedule 3.

“Working Hours” means 7.00 am to 7.00 pm, Monday to Friday, excluding United Kingdom Bank and Public Holidays.

## 2 ORDER PROCESS

2.1 Each Order shall be deemed to be an offer by the Client subject to the terms set out in the relevant Schedule, Appendix and this Agreement. The Client shall procure that each Order is complete and accurate.

2.2 A binding contract for the provision of the Equipment and/or Services shall not come into existence between SEDCOM NETWORKS LTD and the Client until Acceptance by SEDCOM NETWORKS LTD.

2.3 The Client acknowledges and agrees that due to the nature and process of procuring Third Party Services and Equipment from SEDCOM NETWORKS LTD's suppliers, any communication in writing between the Client and SEDCOM NETWORKS LTD (whether in hard or electronic copy) in respect of the Quotation shall be valid, binding and enforceable on the parties. Notwithstanding the foregoing, SEDCOM NETWORKS LTD shall be entitled to make such adjustments as it deems necessary to such Quotations in the event of any errors and omissions thereof.

## 3. SERVICES

3.1 From the Effective Date and for the duration of this Agreement, SEDCOM NETWORKS LTD shall provide, or procure the provision of the Equipment and/or Services to the Client. The parties may agree amendments to this Agreement by the submission and Acceptance of new Orders.

3.2 SEDCOM NETWORKS LTD shall provide the Services with due skill and care, using suitably qualified/experienced personnel, having regard to necessary supplies and facilities and commitments to other customers. Personnel are subject to a contractual duty of confidentiality. All dates or times quoted for commencement or completion of any part of the Services and for delivery of the Equipment are estimates only.

3.3 In the event the Client submits an Order for Third Party Services, such submission shall be deemed to confirm the Client's acceptance of all terms and conditions of the Third Party Provider as have been notified to the Client, as if such terms and conditions had been executed between the Client and SEDCOM NETWORKS LTD. In the event that the Client is notified of the terms and conditions of a Third Party Provider after the date on which the Client submits an Order for such Third Party Services, the Client's continued use of such Third Party Services shall be deemed to confirm the Client's acceptance of all terms and conditions of the Third Party Provider as if such terms and conditions had been executed between the Client and SEDCOM NETWORKS LTD.

3.4 Services may be provided onsite or remotely via the Client's Internet connection or by telephone. Where, in SEDCOM NETWORKS LTD's sole and reasonable opinion, it is necessary and/or desirable for the Client to install remote support software, such software will be provided by SEDCOM NETWORKS LTD.

3.5 Where possible, SEDCOM NETWORKS LTD shall provide the Services remotely. If, in SEDCOM NETWORKS LTD's sole opinion, remote support is not possible, SEDCOM NETWORKS LTD may send its personnel to the Site to enable provision of the Services.

3.6 SEDCOM NETWORKS LTD shall be entitled, with advanced warning of at least 30 days' notice, to make variations and additions to the Services from time to time (acting reasonably) including:

3.6.1 to improve or add to the Services;

3.6.2 to make changes for operational reasons where these do not have a materially adverse effect on the Services;

3.6.3 to reflect any changes made by any third party to any Third Party Services;

3.6.4 in order to comply with any law or legal obligation (whether under common law, statute, tort or otherwise), or any change to any law or legal obligation;

3.6.5 in order to comply with any final order, provisional order, direction, notice, specification, designation or consent made by a relevant regulatory body; and

3.6.6 in order to maintain the integrity, efficiency or security of the Services and/or any part of the Infrastructure and/or SEDCOM NETWORKS LTD's Systems.

3.7 SEDCOM NETWORKS LTD may suspend the Services having given 48 hours' notice if SEDCOM NETWORKS LTD reasonably believes the circumstances justify this to protect it self or others or to comply with any law. In making the decision to suspend the Services, SEDCOM NETWORKS LTD is not obliged to consider the cost or damage to the Client that may be caused by suspension of the Services to the Client. SEDCOM NETWORKS LTD may also suspend the Services to carry out maintenance where, in SEDCOM NETWORKS LTD's reasonable opinion, it is necessary or desirable to do so.

3.8 Personal data are processed on documented instructions from the Client.

3.9 Upon termination of this agreement, SEDCOM NETWORKS LTD will destroy all personal data the Client has shared with it.

#### 4 SUPPLY OF GOODS

4.1 Risk of, loss of or damage to the Equipment shall pass to the Client on delivery of the Equipment to the Client or the Client's carrier and the Client shall insure the Equipment from that time until ownership of and title to them passes to the Client.

4.2 Ownership of the Equipment shall not pass to the Client until SEDCOM NETWORKS LTD has received in full (in cash or cleared funds) all sums due to it in respect of the Equipment and all other sums which are or which become due to SEDCOM NETWORKS LTD from the Client on any account.

4.3 Until ownership of the Equipment has passed to the Client, the Client shall:

4.3.1 hold the Equipment on a fiduciary basis as SEDCOM NETWORKS LTD's bailee;

4.3.2 store and hold the goods (at no cost to SEDCOM NETWORKS LTD) in such a way that they remain readily identifiable as SEDCOM NETWORKS LTD's property and not destroy, deface or obscure any identifying mark or packaging on or relating to the Equipment;

4.3.3 maintain the Equipment in satisfactory condition insured through a reputable insurance company on SEDCOM NETWORKS LTD's behalf for their full price against all risks to the reasonable satisfaction of SEDCOM NETWORKS LTD;

4.3.4 produce on request the policy of insurance to and hold the proceeds of such insurance on trust for SEDCOM NETWORKS LTD and not mix them with any other money, nor pay the proceeds into an overdrawn bank account; and

4.3.5 grant to SEDCOM NETWORKS LTD, its agents and employees an irrevocable licence at any time to enter any premises where the Equipment are or may be stored in order to inspect them, or, where the Client's right to possession has terminated, to recover them.

4.4 The Client may not resell, use or otherwise dispose of the Equipment before ownership has passed to it.

4.5 Until ownership of the Equipment has passed to the Client, the Client's right to possession of the Equipment shall terminate immediately if:

4.5.1 any of the events set out in clause 8.4 occur; or

4.5.2 the Client encumbers or in any way charges any of the Equipment.

4.6 SEDCOM NETWORKS LTD shall be entitled to recover payment for the Equipment notwithstanding that ownership of any of the Equipment has not passed from SEDCOM NETWORKS LTD.

4.7 Unless otherwise specifically set out in Schedule 2, all Equipment supplied by SEDCOM NETWORKS LTD to the Client pursuant to this Agreement shall be supplied without any warranty, representation or condition, whether express or implied by common law or statute and all such warranties, representations and conditions are excluded to the fullest extent permitted by law, save that any manufacturers' or suppliers' warranties that are capable of assignment shall be assigned by SEDCOM NETWORKS LTD to the Client.

## 5 CLIENT'S OBLIGATIONS

5.1 At all times, throughout the term of this Agreement, the Client shall:

5.1.1 give the personnel of SEDCOM NETWORKS LTD such rights of access to the Client's personnel and premises as are reasonably required by SEDCOM NETWORKS LTD for the purpose of providing the Equipment and/or Services;

5.1.2 procure that, where personnel of SEDCOM NETWORKS LTD work on the Client's premises, such personnel are provided with suitable office accommodation and facilities, including telephone, facsimile and photocopying facilities. The Infrastructure must be readily accessible from such accommodation and facilities;

5.1.3 procure that its employees and any sub-contractors co-operate with the reasonable requests of SEDCOM NETWORKS LTD in relation to the provision of the Equipment and/or Services;

5.1.4 procure that the personnel of SEDCOM NETWORKS LTD are entitled to carry out the Services without being subjected to either verbal or physical abuse. Any breach of this clause will entitle SEDCOM NETWORKS LTD to suspend provision of the Services or delay delivery of any Services without penalty;

5.1.5 use and permit the use of its Infrastructure or Equipment to those personnel who are authorised, competent and adequately trained and in accordance with the relevant Documentation;

5.1.6 not permit any persons other than SEDCOM NETWORKS LTD and its authorised representatives to modify, alter or enhance the Infrastructure and the Equipment;

5.1.7 use reasonable endeavours to perform all Client administered tasks and routines requested by SEDCOM NETWORKS LTD in accordance with the schedule and specification for such tasks and routines agreed with SEDCOM NETWORKS LTD;

5.1.8 maintain a written, dated and timed record of any routines, modifications, alterations or enhancements to the Infrastructure performed by the Client or any third party and update Sedcom accordingly. This is including, but not limited to, software and hardware configuration changes, installations and removals, and the retirement or reallocation of assets;

5.1.9 promptly notify SEDCOM NETWORKS LTD if the Infrastructure, Equipment or Services are not operating correctly and provide all information as reasonably required by SEDCOM NETWORKS LTD to diagnose and, where possible, rectify the Fault;

5.1.10 permit only authorised and qualified personnel to contact SEDCOM NETWORKS LTD to request provision of the Services;

5.1.11 ensure that there is a legitimate licence for every copy of a software programme in use, whether the software is installed on individual or networked computers and, further, to ensure that such licences permit use by SEDCOM NETWORKS LTD as required to perform the Services and comply with such licence terms and conditions;

5.1.12 store safely all disks, manuals, hard copy licence agreements and/or documentation relating to such software;

5.1.13 within a reasonable time, furnish SEDCOM NETWORKS LTD with such information and documents as SEDCOM NETWORKS LTD may reasonably request for the proper performance of SEDCOM NETWORKS LTD's obligations hereunder, including without limitation all documentation for the Infrastructure. The Client shall use reasonable endeavours to ensure all such information or documents are complete and accurate;

5.1.14 provide access to all personnel and decision-making reasonably requested by SEDCOM NETWORKS LTD in order to provide the Equipment and/or Services;

5.1.15 take all reasonable steps including any steps specified by SEDCOM NETWORKS LTD or the relevant manufacturer of the Infrastructure and Equipment to ensure that, as far as reasonably practicable, any equipment, facilities or offices will be safe and without risks to health at all times; and

5.1.16 keep SEDCOM NETWORKS LTD informed of any change to the Client's address as set out overleaf and other such information as may affect the payment of charges due.

5.2 The Client shall not, and shall procure that its employees and sub-contractors shall not:

5.2.1 use the Equipment, Services, Infrastructure or Supported Software to transfer any illegal material (including but not limited to material which may be deemed to be offensive, abusive, indecent, defamatory, obscene, menacing or in breach of copyright, privacy or other rights);

5.2.2 use the Equipment, Services, Infrastructure or Supported Software to send menacing, offensive or abusive messages (commonly referred to as, but not exclusively, 'spam' or Unsolicited Commercial email 'UCE');

5.2.3 divulge one or more passwords that allow the Client to have access to the Services, Infrastructure and/or Supported Software to a third party and shall use all reasonable endeavours to keep all passwords confidential and inaccessible to third parties;

5.2.4 announce by any means any and all Internet addresses allocated to the Client as part of an autonomous system;

5.2.5 remove, tamper with, or obliterate any words, instructions, or labels on the Equipment or the Infrastructure;

5.2.6 move, relocate or make any adjustments or any additions to the Infrastructure or the Equipment without the prior written consent of SEDCOM NETWORKS LTD;

5.2.7 use or permit the use of the Services, Infrastructure and/or Services in a manner not in accordance with the relevant Documentation; and

5.2.8 use or permit the use of the Service, Infrastructure and/or Supported Software in an unlawful manner or in contradiction of published legislation and regulations governing the Internet.

5.3 In the event that the Client requires SEDCOM NETWORKS LTD to correct a Fault (pursuant to an Accepted Order for Support Services), the Client shall supply by telephone, email or fax if email is not working to SEDCOM NETWORKS LTD a detailed description of each Fault and the circumstances in which it arose, forthwith upon becoming aware of such Fault.

5.4 The Client shall comply with the Acceptable Use Policy set out in Appendix A or published on the Website and modified from time to time by SEDCOM NETWORKS LTD. If, in the opinion of SEDCOM NETWORKS LTD, the Client has violated the Acceptable Use Policy, SEDCOM NETWORKS LTD may suspend the provision of all or part of the Services to the Client and may restrict or block Internet traffic to or from the Infrastructure.

5.5 The Client shall not, and will not allow any other person to, violate or attempt to violate any aspect of the security of SEDCOM NETWORKS LTD's Systems. The Client understands that any such violation is unlawful in many jurisdictions and that any contravention of law may result in criminal prosecution. Examples of violations are:

5.5.1 accessing, copying, moving, transferring, deleting or in any way modifying data unlawfully or without consent;

5.5.2 attempting to probe, scan or test the vulnerability of any computer system or network or to breach security or authentication measures;

5.5.3 attempting to interfere with service to any user, host or network, including, without limitation, via means of overloading, "flooding", "denial of service attacks", "mail bombing" or "crashing";

5.5.4 forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting;

5.5.5 taking any action in order to obtain services to which the Client is not entitled.

5.6 The Client hereby acknowledges and agrees that SEDCOM NETWORKS LTD shall not be liable for any delay or failure to comply with its obligations hereunder, and shall indemnify SEDCOM



NETWORKS LTD in full and on demand in respect of any costs, claims, damages or liabilities arising from any delay or failure by the Client to comply with the provisions of this clause 5.

## 6 PAYMENT

6.1 The Client shall pay the Charges set out in each relevant Accepted Order(s) and otherwise arising pursuant to the provisions herein in accordance with the payment terms set out herein. SEDCOM NETWORKS LTD reserves the right to increase the Charges on each anniversary of the Effective Date and at all other times on the provision of ninety (90) days written notice to the Client. For the avoidance of doubt, the Client's continued use of the applicable Services and/or Equipment shall be deemed to be the Client's acceptance of the variation to such Charges.

6.2 SEDCOM NETWORKS LTD will issue invoices to the Client in accordance with the terms set out in the Accepted Order(s)

6.3 The Client shall pay the Charges in accordance with the terms of the relevant Accepted Order or, where no payment terms are set out in an Accepted Order, within thirty (30) days of invoice date.

6.4 Unless otherwise expressly set out to the contrary in the applicable Schedule, in extraordinary circumstances, the Client shall pay all expenses reasonably incurred by SEDCOM NETWORKS LTD that are attributable to the provision of the Equipment and/or Services. Such expenses shall include the cost of travel outside normal business hours to and from supported sites,

6.5 SEDCOM NETWORKS LTD reserves the right to invoice the Client in advance in respect of all fees payable as disbursements to third parties such as hardware or software vendors. In such cases, all monies paid by the Client shall be held on account by SEDCOM NETWORKS LTD on behalf of the Client.

6.6 All Charges are exclusive of VAT and all other taxes which shall be payable by the Client. Where applicable the Charges are also exclusive of other fees and charges payable to any third party, including but not limited to third party hardware and software suppliers, Internet service providers, domain name and company registries.

6.7 SEDCOM NETWORKS LTD reserves the right to charge the Client late payment fees, as per the late payment of commercial debt (Interest) Act 1998. Such payment shall be due from the date the invoice becomes overdue.

6.8 Without prejudice to SEDCOM NETWORKS LTD's other remedies, SEDCOM NETWORKS LTD reserves the right to suspend provision of the Services and/or the Equipment forthwith in the event of the Client's failure to pay any outstanding monies.

6.9 The acceptance of any monies by SEDCOM NETWORKS LTD shall not be construed as an acceptance of such monies as the correct and full amount due and owing to SEDCOM NETWORKS LTD or as a waiver by SEDCOM NETWORKS LTD of any claims it may have against the Client.

## 7 LIMITATION OF LIABILITY

7.1 All warranties, representations, guarantees, conditions and terms, other than those expressly set out in this Agreement or the Schedules whether express or implied by statute, common law, trade usage or otherwise and whether written or oral are hereby expressly excluded to the fullest extent permissible by law.

7.2 Subject to clause 7.3, 7.4 and 7.5, the maximum aggregate liability of SEDCOM NETWORKS LTD (including its respective agents and sub-contractors) arising from or in connection with this



Agreement, whether arising in contract, tort (including negligence) or otherwise, shall not exceed the total Charges paid by the Client under the relevant Accepted Order.

7.3 In no event shall SEDCOM NETWORKS LTD (including its respective agents and sub-contractors) be liable for any loss or damage that is due to:

7.3.1 defects in systems, hardware or software owned by third parties or the Client, supplied to the Client by third parties or procured by SEDCOM NETWORKS LTD from third parties;

7.3.2 any defect or default arising from or caused by any unapproved changes made to the Infrastructure and/or the Equipment or resulting from abnormal usage;

7.3.3 any unauthorised access to the Client's Infrastructure, unless the parties have agreed in writing that SEDCOM NETWORKS LTD is responsible for the security of such networks and/or systems;

7.3.4 any failure of the Equipment and/or Services which results from interference (including inappropriate use, maintenance, development, modification, repairs or adaptation) by the Client or any third party not authorised by SEDCOM NETWORKS LTD which is not in accordance with standard use of the Infrastructure, Equipment and/or Services or SEDCOM NETWORKS LTD's specific instructions;

7.3.5 any failure due to the Client's delay in providing information as reasonably requested by SEDCOM NETWORKS LTD. Any such failure which results in SEDCOM NETWORKS LTD spending additional time and expense to fulfil the Services shall be recoverable from the Client at SEDCOM NETWORKS LTD's then standard time and material rates;

7.3.6 any failure of the Equipment and/or Services that is due to any integration or interoperability issues arising with any third party or Client systems or legacy systems;

7.3.7 any failure of the Services that is due to any failure of the Third Party Services other than a SEDCOM NETWORKS LTD sub-contractor or supplier.

7.4 In no event shall SEDCOM NETWORKS LTD (including its respective agents and sub-contractors) be liable for:

7.4.1 any loss of profits, anticipated savings, loss of data, business interruption, loss of use, loss of contracts, loss of management time, loss of goodwill and reputation (whether direct or indirect);

7.4.2 any special, indirect, incidental, punitive, exemplary, or consequential damages arising out of or in connection with this Agreement, even if SEDCOM NETWORKS LTD has been advised of the possibility of such damages; whether or not caused by or resulting from its negligence or a breach of its statutory duties or a breach of its obligations howsoever caused even if it is advised of the possibility of such loss.

7.5 For the avoidance of doubt, nothing in this Agreement shall be deemed to exclude, restrict or limit liability of either party (or their respective agents or sub-contractors) for death or personal injury resulting from their negligence or any liability for fraudulent misrepresentation.

7.6 Both parties accept that the limitations and exclusions set out in this Agreement are reasonable having regard to all the circumstances. SEDCOM NETWORKS LTD has taken steps to put in place appropriate technical and organisational measures to ensure so far as is reasonably practicable that any personal data it receives from the Client under this Agreement are processed in accordance with the General Data Protection Regulation, particularly the security requirements set out in Article 32.

7.7 SEDCOM NETWORKS LTD has taken steps to put in place appropriate technical and organisational measures to ensure so far as is reasonably practicable that any personal data it receives from the Client under this Agreement are processed in accordance with the General Data Protection Regulation, particularly the security requirements set out in Article 32.

7.8 SEDCOM NETWORKS LTD has in place measures to assist the Client to respond to data subject requests and data breaches where it is reasonably possible and appropriate to do so. It also provides assistance as appropriate when the Client carries out Data Protection Impact Assessments.

## 8 TERM AND TERMINATION

8.1 This Agreement shall come into force on the Effective Date and shall remain in force for the duration as set out in each Schedule relevant to the provision of the Services or where no such term is provided, then until terminated by either party on the provision of not less than ninety (90) days' notice in writing (save that no termination may take effect until all Equipment and/or Services set out in all Accepted Orders have been provided and all payments received by SEDCOM NETWORKS LTD), unless terminated earlier in accordance with clause 8.3.

8.2 Notwithstanding the foregoing, all or any part of the Services may be suspended in the event that the Client does or suffers anything to be done that jeopardises the provision of the Services by SEDCOM NETWORKS LTD. No such suspension shall affect the liability of the Client to pay charges and other amounts to SEDCOM NETWORKS LTD hereunder. For

8.3 In any event the Agreement may be terminated immediately on written notice:

8.3.1 by either party if the other party is in material breach of its contractual obligations and has not remedied such breach within thirty (30) days after receipt of a written notice of default from the other party;

8.3.2 by either party if the other party is declared bankrupt, is granted a suspension of payments or begins negotiations for a composition with its creditors or is otherwise insolvent; or

8.3.3 by SEDCOM NETWORKS LTD if there is a change of control (as defined in Section 416 of the Income and Corporation Taxes Act 1988) in the Client or the Client's parent company.

8.4 Termination of this Agreement shall be without prejudice to any rights of either party arising on or before termination, which includes without limitation, all sums due to SEDCOM NETWORKS LTD for Equipment and/or Services supplied (including for the avoidance of doubt any Charges incurred in respect of work in progress) prior to the date of termination. The provisions of clauses 1, 6 (to the extent of any unpaid obligations), 7, 8.5, 9, 10 and 13 shall survive the termination of this Agreement and shall remain in full force and effect.

8.5 The provisions of clauses 1, 6 (to the extent of any unpaid obligations), 7, 8.5, 9, 10 and 13 shall survive the termination of this Agreement and shall remain in full force and effect.

## 9 CONFIDENTIALITY

9.1 Neither party will during the term of this agreement, or after it has ended (except as required by law), disclose to any person any confidential information or trade secrets relating to the other's business. Such matters include, without limitation, information or secrets relating to: corporate and marketing strategy, business development and plans, sales reports and research results, business methods and processes, technical information and know-how relating to the other's business and which is not in the public domain, including inventions, designs, programmes, techniques, data base systems, formulae and ideas; business contacts, lists of customers and suppliers and details of contracts with them; and any document marked "confidential".

9.2 During the term of this agreement and for a period of five (5) years after its termination, the parties will use all reasonable endeavours to prevent the publication or disclosure of any such information or secrets. These restrictions will not apply during or after this agreement has terminated to information which has become available to the public generally, otherwise than through unauthorised disclosure.

## 10 NON-SOLICITATION OF EMPLOYEES

10.1 During the period this Agreement is in effect and for a period of six (6) months thereafter, the Client agrees not to solicit or to offer employment to any employees of SEDCOM NETWORKS LTD or any sub-contractors used by SEDCOM NETWORKS LTD hereunder without the prior written consent of SEDCOM NETWORKS LTD.

10.2 In the event that the Client breaches clause 10.1, it shall be liable to pay, immediately on demand, and without prejudice to any other remedy that SEDCOM NETWORKS LTD may have, the equivalent of twelve (12) months gross salary of the employee so solicited and/or employed.

## 11 FORCE MAJEURE

11.1 If SEDCOM NETWORKS LTD is prevented or delayed from or in performing any of its obligations under this Agreement by Force Majeure, then:

11.1.1 its obligations under this Agreement (or, where the Force Majeure only affects some of the Equipment and/or Services, such obligations as relate to those Equipment and/or Services) shall be suspended for so long as the Force Majeure continues and to the extent that that party is so prevented, hindered or delayed;

11.1.2 the parties shall, without prejudice to the other provisions of this clause 11.1.2 consult with a view to taking such steps as may be appropriate to mitigate the effects of such Force Majeure;

11.1.3 SEDCOM NETWORKS LTD shall use all reasonable endeavours to mitigate the effects of the Force Majeure upon the performance of its obligations under this Agreement. If any Force Majeure prevails for a continuous period in excess of one (1) month, either party shall be entitled to terminate this Agreement in its entirety (if the provision of all Equipment and/or Services are affected by Force Majeure) or in part (insofar as it relates to the Equipment and/or Services affected by Force Majeure) by giving not less than ten (10) days' notice in writing to the other party, without any compensation being due to the other party.

11.2 If any Force Majeure prevails for a continuous period in excess of one (1) month, either party shall be entitled to terminate this Agreement in its entirety (if the provision of all Equipment and/or Services are affected by Force Majeure) or in part (insofar as it relates to the Equipment and/or Services affected by Force Majeure) by giving not less than ten (10) days' notice in writing to the other party, without any compensation being due to the other party.

## 12 THE USE OF SUB-CONTRACTORS AND AGENTS

12.1 Unless otherwise expressly set out to the contrary in the relevant Accepted Order(s), SEDCOM NETWORKS LTD may engage any person, company or firm as its agent or sub-contractor to perform all or any of its obligations or duties under this Agreement.

12.2 In the event SEDCOM NETWORKS LTD wishes to change an agent or sub-contractor, advance notice will be given to the Client so that it may have the opportunity to object to the proposed changes.

## 13 MISCELLANEOUS

13.1 References to clauses and schedules shall be to clauses and schedules of this Agreement. The Accepted Order(s) form part of this Agreement and shall be interpreted accordingly.

13.2 The headings are included for convenience only and shall not affect the interpretation or construction of this Agreement.

13.3 The waiver by either party of its rights in respect of any breach of any provision of this Agreement shall not be taken or held to be a waiver in respect of any subsequent breach thereof.

13.4 No alteration, modification or addition to this Agreement shall be valid unless made in writing and signed by the duly authorised representatives from both parties.

13.5 The Client consents to the use by SEDCOM NETWORKS LTD of the Client's name in customer lists and other publicity, including interviews, case studies, and conference discussions, provided that such publicity accurately describes the nature of the relationship between SEDCOM NETWORKS LTD and the Client.

13.6 All notices, documents and other communications relating to this Agreement must be in writing and delivered, or posted by first class registered or recorded pre-paid post or sent by facsimile transmission to the registered office of SEDCOM NETWORKS LTD or the Client, as appropriate, and any such notice shall be deemed to have been duly served upon and received by the party to whom it is addressed at the time of delivery if delivered by hand, on the expiry of 48 hours after posting or at the time of transmission in the case of facsimile transmission.

13.7 If any part of this Agreement is found to be unreasonable, invalid or unlawful under any enactment or rule of law the Court shall have the power to strike out or override that part whether it be an entire clause or clauses or some part or parts thereof and enforce this Agreement as if the offending part or parts had not been included.

13.8 In this Agreement the singular shall be deemed to include the plural and the plural shall be deemed to include the singular unless the context requires otherwise.

13.9 Nothing in this Agreement shall give, directly or indirectly, any third party any enforceable benefit or any right of action against SEDCOM NETWORKS LTD and such third parties shall not be entitled to enforce any term of this Agreement against SEDCOM NETWORKS LTD.

13.10 Neither party may assign the benefit of all or part of this Agreement without the prior written consent of the other party which shall not be unreasonably delayed or withheld.

13.11 This Agreement constitutes the entire Agreement between the parties. Other than as expressly stated otherwise in this Agreement neither party shall be under any liability for any representations made prior to or during the operation of this Agreement.

13.12 This Agreement shall be governed and construed in accordance with the Laws of England and shall be subject to the exclusive jurisdiction of the Courts of England.

## SCHEDULE 1 SUPPORT ORDER FORM

Following execution by both parties, this Support Order Form and the Support Terms in this Schedule 1 hereto shall form part of and shall be subject to the Terms and Conditions of Business between the parties dated (the "Agreement"), and unless stated otherwise is additional to all other Order Forms and Schedules agreed pursuant to that Agreement. Payment Terms In advance payable by Direct Debit It is important that warranties are maintained for Business critical hardware. This will enable SEDCOM NETWORKS LTD to respond to and deal with hardware more efficiently should there be any hardware related issues. SEDCOM NETWORKS LTD, where instructed, will manage Third Party relationships to rectify issues raised by the client. A detailed description of all the support offerings provided by SEDCOM NETWORKS LTD are listed within the Managed IT Support & Engineering Services Document.

The Support Services provided by SEDCOM NETWORKS LTD pursuant to this Support Order Form shall be provided in accordance with the Support Services Terms attached hereto. For and on behalf of For and on behalf of SEDCOM NETWORKS LTD Networks Ltd

### SUPPORT SERVICES TERMS

#### 1. DEFINITIONS

"Additional Charges" means the additional sums which may be charged under this Support Services Order Form in accordance with SEDCOM NETWORKS LTD's current T&M Charges for work undertaken on a time and materials basis.

"Faults" means either (a) failure of the Infrastructure or the Supported Software to perform in accordance with the Documentation; or (b) a cessation, interruption or degradation of the usual functionality of the Infrastructure or the Supported Software.

"Maintenance Release" means any corrected version of any of the Supported Software from time to time issued by the licensor of such Supported Software.

"Support Services" means the support and maintenance services to be provided by SEDCOM NETWORKS LTD to the Client in respect of the Infrastructure and the Supported Software, as are more particularly set out in the Support Order Form.

"Support Order Form" means the form attached hereto which sets out the Support Services.

"Service Levels" means the service levels set out in clause 5 of this Schedule 1. Words and phrases used shall bear the same meaning as ascribed to them in the Agreement unless otherwise defined in this Schedule 1.

#### 2. SUPPORT SERVICES

2.1 The Support Services to be provided by SEDCOM NETWORKS LTD to the Client shall comprise the following:

2.1.1 advice by telephone and email during working hours, or if in SEDCOM NETWORKS LTD's sole opinion, via an onsite visit by a Systems Engineer at a time determined by SEDCOM NETWORKS LTD;

2.1.2 the diagnosis and rectification of Faults: (a) by telephone and/or by email in accordance with the Service Levels set out in clause 5 of this Schedule 1; or (b) if in SEDCOM NETWORKS LTD's sole opinion, an onsite visit by an engineer at a time determined by SEDCOM NETWORKS LTD. For the avoidance of doubt, the provision of the Support Services in this clause 2.1 of this Schedule

1 shall be subject to fair and reasonable use by the Client and SEDCOM NETWORKS LTD shall be entitled to levy Additional Charges if in SEDCOM NETWORKS LTD's reasonable determination, the Client has exceeded or abuse the provision of the Support Services set out herein.

2.2 The Support Services shall not include the diagnosis and rectification of any Faults resulting from:

2.2.1 the improper use, operation or neglect of the Infrastructure or the Supported Software upon which it is run;

2.2.2 the repair, adjustment or modification of the Infrastructure or the Supported Software or its merger (in whole or in part) with any other equipment or software as permitted by the applicable licence agreements and documentations;

2.2.3 the failure by the Client to implement Maintenance Releases or recommendations in respect of or solutions to Faults previously advised by SEDCOM NETWORKS LTD;

2.2.4 any repair, adjustment, alteration or modification of the Infrastructure or the Supported Software by any person other than SEDCOM NETWORKS LTD without SEDCOM NETWORKS LTD's prior consent;

2.2.5 the use of the Infrastructure or the Supported Software for a purpose for which it was not designed;

2.2.6 rectification of lost or corrupted data arising for any reason other than SEDCOM NETWORKS LTD's own negligence;

2.2.8 loss or damage caused directly or indirectly by operator error or omission;

2.2.8 a fault in Client or third party software or applications or any upgrade or new release in respect thereof;

2.2.9 a fault in the equipment or in any other software operating in conjunction with or integrating with the Software;

2.2.10 any Fault that cannot be replicated by the Client for the purposes of demonstrating such issues or errors to SEDCOM NETWORKS LTD; and

2.2.11 any Fault in respect of any equipment, software or applications which are not specifically set out in the Support Order Form as being part of the Infrastructure.

2.3 For the avoidance of doubt, and unless otherwise expressly set out to the contrary, the Support Services shall not include any assistance with:

2.3.1 relocation of the Infrastructure and/or any of the Supported Software;

2.3.2 any equipment and/or hardware relating to printer internals

2.3.3 provision of consumables; and

2.3.4 transfer of data or software

### 3. FAULT REPORTING

3.1 The Client shall report all Faults to SEDCOM NETWORKS LTD as soon as a Fault is detected and provide sufficient information and material to enable SEDCOM NETWORKS LTD to duplicate the Fault, including without limitation, the provision of:

3.1.1 a clear and accurate description of the Fault;

3.1.2 the area of the Infrastructure or the Supported Software to which the Fault relates;

3.1.3 the function which was being performed when the Fault occurred;

3.1.4 the error message or any other messages displayed, if any;

3.1.5 the sequence of events leading up to the occurrence of the Fault; and

3.1.6 any other information and materials relating to the Infrastructure, the Supported Software or the Fault which SEDCOM NETWORKS LTD requires to perform its obligations hereunder.

### 4. ADDITIONAL SUPPORT SERVICES

4.1 SEDCOM NETWORKS LTD may agree upon receipt of a request by the Client to provide Support Services notwithstanding that the Fault results from any of the circumstances described in clause 2.2 of this Schedule 1 or provide services to the Client in circumstances which are of the type and nature set out in clauses 2.2 of this Schedule 1, or are not covered by this Agreement.

4.2 Unless otherwise agreed between the parties in writing, SEDCOM NETWORKS LTD in such circumstances shall be entitled to levy Additional Charges.

### 5. SERVICE LEVELS

5.1 SEDCOM NETWORKS LTD shall use its reasonable endeavours to respond to the Client in accordance with the Service Level as set out in the Service Level Agreement document.

5.2 The response time in accordance with clause 5.1 of this Schedule 1 shall include an initial analysis of the reported Fault. Thereafter, SEDCOM NETWORKS LTD shall use its reasonable endeavours to provide a rectification to the Fault as soon as reasonably possible.

5.3 Escalation procedures are via referral to the Help Desk Manager who is contactable via your issued support telephone number.

### 6. TERM AND TERMINATION

6.1 This Schedule 1 and the Support Services Form attached hereto shall commence on the Effective Date and shall remain in force for the Initial Period and thereafter, continue for further periods of one (1) year unless terminated by either party giving to the other not less than three (3) months prior written notice before the end of the Initial period.



## APPENDIX A ACCEPTABLE USE POLICY

### 1. General

SEDCOM NETWORKS LTD may, at its sole discretion, run manual or automatic systems to determine compliance with this AUP (e.g. scanning for open mail relays or “smurf” amplifiers).

The Client is required to accept email addressed to “postmaster” at any email domain SEDCOM NETWORKS LTD allocates to the Client or maintain on the Client’s behalf. For instance, if the Client has the domain “example.co.uk”, then the Client should accept email addressed to postmaster@example.co.uk respectively. The Client will be deemed to have read any and all such postmaster-addressed email. SEDCOM NETWORKS LTD may take action on the basis of this assumption.

The Client is required to accept email addressed to “abuse” at any email domain SEDCOM NETWORKS LTD allocates to the Client or maintain on the Client’s behalf. For example, if the Client has the domain example.co.uk”, then the Client shall accept email addressed to abuse@example.co.uk respectively. This will allow SEDCOM NETWORKS LTD and other users to contact the Client directly regarding any possible breaches of this AUP. The Client will have been deemed to had read any and all such abuse-addressed email and taken suitable action upon it. SEDCOM NETWORKS LTD may take action on the basis of this assumption.

The Client must not run “scanning” software which accesses remote machines or networks, except with the explicit permission of the operators of those remote machines or networks.

The Client must ensure that it does not further the sending of unsolicited bulk email or any other form of email or Usenet “abuse”. This applies to both materials that originates on the Client’s system and also third party material that may pass through it.

The Client machine or network must not be configured in such a way that others can exploit it to disrupt the Internet. This includes but is not limited to ensuring that the network cannot be exploited as a “smurf amplifier”. For more information about “smurf” attacks see:  
<http://users.quadrunner.com/chuegen/smurf.cgi> and <http://netscan.org>

SEDCOM NETWORKS LTD may filter the Client’s outgoing network traffic to prevent certain kinds of abuse. If so, SEDCOM NETWORKS LTD shall document such filtering either by email to the Client or on a web page. Such filtering will be designed not to impact legitimate use of the service. Even where such filtering is in place, the Client shall remain responsible for keeping to the terms of this AUP.

SEDCOM NETWORKS LTD reserves the right to restrict incoming or outgoing service in any way that SEDCOM NETWORKS LTD considers reasonable in order to counter denial of service attacks on a server.

The Client must not run an “open mail relay”, that is, a machine which accepts mail from unauthorised or unknown senders and forwards it onward to a destination outside of the Client’s machine or network. If the Client’s machine performs mail relaying on an authorised basis, then it must record this mail passing through the Client’s system by means of an appropriate “Received.” line.

As an exception to the ban on relaying, the Client may run an “anonymous” relay service provided that the Client monitors it in such a way as to detect unauthorised or excessive use. However, the Client must not relay traffic from such an anonymous system via SEDCOM NETWORKS LTD’s servers, i.e. the Client may only pass email from such a system to SEDCOM NETWORKS LTD where this is the correct destination for final delivery.

## 2. Email

There are many forms of email abuse. This AUP discusses the more common forms in an informal manner, but is by no means an exhaustive list. Due to the practical problems caused by “spamming” SEDCOM NETWORKS LTD wishes to make it clear that it considers the sending of bulk unsolicited email, of any kind, to be unacceptable behaviour. SEDCOM NETWORKS LTD will always act when such behaviour is brought to its notice. Education, in the form of an email warning, can be the most appropriate response to a first offence, since customers can be unaware of contemporary standards. However, it is SEDCOM NETWORKS LTD’s policy to terminate the accounts of any customer who continues to send bulk unsolicited email.

## 3. Network and Other Abuse

Using SEDCOM NETWORKS LTD’s Services in any way that adversely affects other SEDCOM NETWORKS LTD clients is strictly prohibited and will result in service suspension and termination. This includes but is not limited to: (a) gaining or attempting to gain unauthorised access to servers or services. Such attempts include “Internet scamming” (tricking other people into releasing their passwords), password robbery, security hole scanning, port scanning, probing, monitoring or testing for system or network vulnerabilities; (b) introducing viruses, Trojan horses, trap doors, back doors, Easter eggs, worms, time bombs, packet bombs, cancel bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; and (c) Intentionally omitting, deleting, forging or misrepresenting transmission information, including headers, return addressing information and IP addresses. Using IP addresses which were not assigned to them by SEDCOM NETWORKS LTD.

## 4. Illegal Content

SEDCOM NETWORKS LTD reserves the right to terminate any Services if the Client’s accounts include content or have links to content that are: (a) is unlawful or is considered offensive by the web community; (b) promotes injury or physical harm against any group or individual; (c) promotes or teaches illegal activities; (d) exploits or depicts children in a negative/sexual way; (e) infringes on copyright, patents, trademarks, trade secrets, or other intellectual property including pirated computer programs, cracker utilities, warez and software serial numbers or registration codes; or (f) violates any law, statute, ordinance or regulation governing the Client’s business or activities, including without limitation the laws and regulations governing export control, unfair competition, false advertising, consumer protection, issuance or sale of securities, trade in firearms, privacy, data transfer and telecommunications.