

These Schedules apply to and form part of the Agreement between the Customer and SysGroup Trading Limited, Truststream Security Solutions Limited, and Truststream Cybersecurity Limited as applicable

Schedule 2

SOFTWARE LICENCE TERMS

If the Customer requests or requires Software Licence Services from the Supplier pursuant to the Agreement, and the Supplier agrees to provide such services, the terms outlined in this Schedule shall also apply. However, these terms do not apply to Developed Software, which will be licensed under the Professional Services Terms.

AGREED TERMS:

1. INTERPRETATION

- 1.1 The following definitions and rules of interpretation apply to the grant of a Software Licence or sub-licence by the Supplier and all capitalised terms used but not defined below shall have the meanings set out elsewhere in the Agreement:

" **General Release**" means any Third-Party Release that is made generally available by the Supplier to Customer as licensees or sub licensee of Third-Party Software from time to time without any additional charge;

"**Release**" means each patch, enhancement, modification, update, version or release of the supported Third-Party Software that is supplied by the Supplier to the Customer from time to time;

"**Maintenance Release**" means a release of the Software which corrects faults, adds functionality or otherwise amends or upgrades the Third-Party Software, but which does not constitute a New Version;

"**New Version**" any new version of the Third-Party Software which from time to time is offered for purchase by the Supplier in the course of its normal business, being a version which contains such significant differences from the previous versions as to constitute a new product;

"**Software Specific Restrictions**" means restrictions which apply to the Software Licence as set out in the Third-Party Software licence terms.

2. GRANT OF LICENCE or SUB-LICENCE

- 2.1 In consideration of the Customer paying the Fees and subject to the Third-Party Software Licence Terms, the Supplier shall either grant the Customer a non-exclusive, non-transferable sub-licence to install and use the Software or procure for the Customer a Software Licence in the Customer's name. The Software shall be deemed

accepted by the Customer on delivery.

- 2.2 The Supplier shall not be responsible for carrying out any configuration, installation or testing of the Software unless provided for in the relevant SOW and pursuant to the Professional Services Terms.
- 2.3 The Customer shall promptly configure and install the Third-Party Software (or procure such services from the Supplier subject to the Professional Services Terms). If the Customer experiences difficulty in configuring, installing or using the Third-Party Software it shall inform the Supplier of this promptly.
- 2.4 Where the Supplier provides Managed Services related to Third-Party Software, such services shall be governed by the Statement of Work (SOW) and Standard Operating Procedures (SOP).
- 2.5 Where pursuant to the SOW, the Third-Party Software has been supplied on a consumption/utilisation basis the Customer shall, upon the Supplier's request, provide written reports confirming its consumption/utilisation of any Third-Party software supplied by the Supplier.
- 2.6 The Customer agrees to accept the terms and conditions of Third-Party Software that Supplier has delivered either as licensee or sub-licensee. This includes any terms signed directly with a Third-Party Software proprietor, those accessed via the Third Party's website or portal or those accepted by accessing the software itself. The valid Third-Party Software licence terms are incorporated by reference into this Agreement. It is the Customers responsibility to reviews, retain and maintain a copy of the relevant software licence for their own records.
- 2.7 Pursuant to clause 4.1(l) of the Agreement Customer shall use all Third-Party Software in accordance with relevant Software licences granted by the proprietor of such Software, and observe all restrictions imposed.
- 2.8 The Customer shall indemnify and hold the Supplier harmless against any loss or damage which it may incur as a result of the Customer's breach of any Third-Party terms howsoever arising.

3. RECORDS AND AUDIT

- 3.1 The Customer shall maintain accurate and complete records of the installation, use and utilisation rates of any Third-Party Software supplied under the Agreement, including any payments due to the Supplier. These records must be kept for the term of the Agreement and for three (3) years after its termination, with details covering the previous three (3) years of usage and payments.
- 3.2 The Customer grants the Supplier the right to audit the location where the Software is stored or Customer's records. The Supplier may do so upon providing not less than five (5) working days' notice, during Normal Business Hours, with no more than two (2) audits per year unless a discrepancy is found. The Supplier may audit any computer system on which the supplied software is installed and inspect records to verify the Customer's compliance with the Agreement. The Supplier will make reasonable efforts to minimise disruption to the Customer's business.
- 3.3 The Supplier will bear the costs of conducting any audit unless the audit reveals a breach of the Agreement by the Customer. In such cases, the Customer will be responsible for covering the Supplier's audit costs, in addition to any other rights or

remedies available to the Supplier.

4. CHARGES

- 4.1 The Charges for the Software Services shall be payable pursuant to the Agreement, as stated in the SOW and as specified in the invoice issued by the Supplier.
- 4.2 Where Third-Party Software Licences are not supplied on a Utilisation basis and Third-Party Software usage exceeds the threshold in the SOW, the Customer will pay Additional Charges based on the Supplier's current list prices. These Additional Charges will apply from the Commencement Date until the excess usage is notified, unless the Customer can demonstrate that the excess usage began after that date, in which case fees will apply from the start of the excess usage.

5. TERMINATION OBLIGATIONS

- 5.1 In the event that the SOW is terminated prior to the Expiration Services Period, as stated in the SOW, for any reason other than listed in clause 20.1 of the Agreement then the Consequences of Termination as detailed in clause 21 of the Agreement will apply.

Schedule 3

CLOUD SERVICES TERMS

If the Customer requests or requires Cloud Services from the Supplier pursuant to the Agreement, and the Supplier agrees to provide such services, the terms outlined in this Schedule shall also apply.

AGREED TERMS:

1. INTERPRETATION

The following definitions and rules of interpretation apply to the provision of Cloud Services and all capitalised terms used but not defined below shall have the meanings set out elsewhere in the Agreement:

"Backup" means the process of creating a copy of data and storing it in a separate location, typically in an archive file, so that it can be restored to its original form or location in the event of data loss or corruption.

"Cloud Documentation" means the documentation provided by the Supplier to the Customer that describes the Cloud Services and provides instructions for use of their use, including any relevant technical specifications, guidelines, and support materials;

"Cloud Platform" means the integrated hardware, software, infrastructure, and related services used by the Supplier to deliver the Cloud Services;

"Data" has the meaning given to it in the Agreement;

"Data Centre" means the physical facility or site where the Supplier stores the Data and associated Backups, along with the infrastructure required to support the storage, security, and management of such Data;

"Device" means any PC, desktop, laptop, server or device to be backed up;

"DR Service" the hosted disaster recovery solution, through which the Supplier deploys, manages and maintains the necessary applications, services and infrastructure to support the Customer's mission critical activities in the event of a disaster or service disruption;

"Online Backup Service" means the managed on-line Data Backup and Data Storage and Hosting service provided by the Supplier;

"Planned Maintenance" means a scheduled suspension of the Cloud Services where the date, time and duration have been notified to the Customer in advance;

"Security Credentials" means the authentication mechanisms, such as usernames, passwords, tokens or other security measures, that grant the Customer authorized access to its Data on the Cloud Platform; and

"Unscheduled or Emergency Maintenance" means any repairs, upgrades, maintenance or tests involving the Data Centre that are not scheduled in advance or for which the Customer has not been given prior notice prior to the maintenance occurring.

2. PROVISION OF CLOUD SERVICES

- 2.1 Supplier will provide Cloud Services, as detailed in the SOW subject to the Agreement. The Supplier grants the Customer a right to use the Cloud Services identified in the SOW solely for the Customer's business operations.
- 2.2 If any Software is required to access the Cloud Services, any Software to be provided by Supplier to the Customer shall be described in the SOW and the Software Services Terms in addition to the applicable Third-Party Software licence and Agreement shall apply.
- 2.3 The Supplier shall endeavour to make the Cloud Services available 24 hours a day, seven days a week, except for:
 - (a) Planned Maintenance carried out wherever possible outside Normal Business Hours; and
 - (b) Unscheduled or Emergency Maintenance.
- 2.4 If the Supplier is providing the Online Backup Service as stated in the SOW, this shall be subject to the Data Centre Services Terms. The Supplier shall ensure that all Data is protected pursuant to the SOW.

3. ADDITIONAL CUSTOMER OBLIGATIONS

- 3.1 The Customer shall:
 - (a) Ensure that its network and systems comply with the relevant specifications provided by the Supplier.
 - (b) Ensure and maintain adequate security measures in respect of the cloud environment, including but not limited to; Security Credentials, Cloud Documentation and any other access to the cloud infrastructure.
 - (c) Be solely responsible for procuring, ensuring, and maintaining its network connections and telecommunications links to the Supplier's Data Centres, including any related issues, delays, delivery failures, or damages, unless responsibility for connectivity is explicitly assigned to the Supplier or its subcontractors, as outlined in the SOW.
 - (d) Ensure any equipment connected to or used with the Cloud Services complies with applicable instructions, safety protocols, and security procedures.
 - (h) Acknowledge and agree that the Supplier will not restore Data if the Customer loses encryption keys or other security credentials, and the Supplier will not be liable in such cases.
 - (i) Ensure all Software, Hardware, and Equipment used with the Cloud Services is either owned by the Customer or legally licensed to the Customer.
 - (j) Immediately notify the Supplier if there is any reason to believe that there was a security or data breach/loss that could result in an unauthorised individual gaining access to the Cloud system.

3.2 The Customer shall not:

- (a) licence, sell, rent, lease, transfer, assign, distribute, display, duplicate, create derivative works from, frame, mirror, republish, copy, modify, transmit, disclose, or otherwise commercially exploit, or make the Cloud Services, and/or Cloud Documentation available to any Third Party; or
- (b) attempt to obtain, or assist third parties in obtaining, access to the Cloud Services and/or Cloud Documentation other than as permitted under the terms of the Agreement.

Any breach of this clause 4 shall be considered a material breach of the Agreement.

4. SUPPLIER'S OBLIGATIONS FOR CLOUD SERVICES

- 4.1 The Supplier undertakes that the Cloud Services will be performed substantially in accordance with the SOW and with reasonable skill and care.
- 4.2 The Supplier does not warrant, represent or undertake that the use of the Cloud Services will be uninterrupted or error-free.
- 4.3 Subject to clause 5.5, the Supplier's sole obligations and the Customer's exclusive remedies for breach of the undertaking set out in clause 5.1 shall be limited to:
 - (a) the Supplier using reasonable endeavours to rectify or remedy any non-conformance with such undertaking; or
 - (b) if in the opinion of the Supplier, the Supplier is unable to rectify such non-conformance within a reasonable timescale or at an economic cost, the SOW shall terminate in respect of the Cloud Services concerned.
- 4.4 The undertakings in this clause 5 shall only apply where the Private Cloud Services are used and accessed in accordance with both the Agreement and the Cloud Documentation.
- 4.5 Without prejudice to the generality of clause 5.5, the Supplier shall not be liable for any defect in or failure of the Cloud Services or the Cloud Documentation to the extent that they are attributable to:
 - (a) any modification of the Cloud Services by persons other than the Supplier;
 - (b) defects or failures in hardware, operating systems or other software (not supplied by the Supplier) or data with which the Cloud Services operate or their incorrect configuration; or
 - (c) defects or failures due to operator error or Force Majeure Event(s).

In such circumstances, Customer shall be liable for any additional consumption/utilisation costs incurred as a result of such defects, failings or modifications

- 4.6 The Customer acknowledges that the Cloud Services and Cloud Documentation have not been developed to meet the Customer's individual requirements. The Customer accepts responsibility for the selection of the Cloud Services to ensure that the Cloud

Services are suitable for the Customer's needs, compatible with the Customer's and its Authorised Users' hardware and operating systems and other applications and compliant with the Customer's regulatory or legislative obligations.

5. CHARGES

- 5.1 The Charges for the Cloud Services shall be payable pursuant to the Agreement, as stated in the SOW and as specified in the invoice issued by the Supplier.

6. TERMINATION OBLIGATIONS

- 6.1 In the event that the SOW is terminated prior to the Expiration Services Period, as stated in the SOW, for any reason other than listed in clause 20.1 of the Agreement then the Consequences of Termination as detailed in clause 21 of the Agreement will apply.

Schedule 4

PROFESSIONAL SERVICES TERMS

If the Customer requests or requires Professional Services from the Supplier pursuant to the Agreement, and the Supplier agrees to provide such services, the terms outlined in this Schedule shall also apply.

AGREED TERMS:

1. INTERPRETATION

The following definitions and rules of interpretation apply to the provision of Professional Services and all capitalised terms used but not defined below shall have the meanings set out elsewhere in the Agreement:

"Acceptance" means acceptance of the Project Materials and/or the Developed Software (as appropriate) by the Customer in accordance with the procedure set out in clause 2.3 and **"Accept"** and **"Accepted"** shall be construed accordingly;

"Developed Software" means any software, code, algorithms or computer programs (if any) developed or to be developed by the Supplier for the Customer as part of the Professional Services. For the avoidance of doubt, it may include software that forms a bespoke development to or customisation of Software which the Supplier agrees to develop specifically for the Customer under the SOW. However, it excludes any Software that may be supplied to operate with such developments or customisations even where such Software is supplied incorporated with such developments or customisations which will be supplied and licensed pursuant to the Software Licence Terms; any " and all works of authorship, products, and materials developed, written or prepared by or on behalf of the Supplier that are supplied to the Customer as part of the Professional Services (whether individually, collectively or jointly with the Customer and on whatever media), including all reports, studies, data, diagrams, charts, specifications, and Business papers relating to them, except that the Project Materials shall exclude ordinary correspondence, software and any source code to software;

"Project Materials" means all works, products, and materials created, developed, written or prepared by or on behalf of the Supplier and provided to the Customer as part of the Professional Services. This includes, but is not limited to, reports, studies, data, diagrams, charts, specifications, and Business papers relating to the Project, delivered in any form or medium, whether individually, collectively or jointly with the Customer. However, Project Materials shall exclude ordinary correspondence, software and any source code to software; and

"Replacement Services" means Professional Services that the Supplier provided to the Customer from time to time to replace or supplement existing Professional Services.

2. PROJECT PLAN

- 2.1 Where applicable, and following the execution of a SOW in which Professional Services are to be provided, the Supplier shall, in consultation with the Customer and with regard to the Initial Requirements, produce a Project Plan which sets out:
- (a) the scope of the Project;
 - (b) any estimated or proposed timeline for the Project;
 - (c) the Deliverables of the Project; and
 - (d) any other Project specifics
- 2.2 Where applicable the Supplier shall provide the Customer with the Project Plan in draft form for approval.
- 2.3 The Customer shall review the draft Project Plan and within 5 Business Days of receipt notify the Supplier in writing either:
- (a) that it approves the draft; or
 - (a) requesting that changes be made to the draft.
- 2.4 If the Customer fails to notify the Supplier pursuant to clause 2.3 (i) the Customer will be deemed to have accepted the Project Plan.
- 2.5 If the Customer gives notice to the Supplier pursuant to clause 2.3 (ii) the Supplier shall consult with the Customer to discuss the proposed changes.
- 2.6 The Supplier will make reasonable endeavours to manage and complete the Project according to the Project Plan

3. INSTALLATION

- 3.1 Where, pursuant to the SOW, the Supplier has agreed to provide installation services, the terms of this clause 3 shall apply.
- 3.2 The Supplier shall notify the Customer of the proposed installation date of installation in advance.
- 3.3 The Supplier shall perform the installation services on the date in clause 3.2 provided that the Customer has complied with all of its obligations under clause 4 of the Agreement.
- 3.4 If the Customer has failed to comply with its obligations under clause 4 of the Agreement, the Supplier reserves the right to postpone the date for installation and charge the Customer additional costs and reschedule.

4. ACCEPTANCE OF PROFESSIONAL SERVICES

- 4.1 The Customer shall notify the Supplier within 10 Business Days from delivery or the date of installation of any defects in the set-up or operation of the Professional Services.
- 4.2 Acceptance of the Professional Services shall be deemed to have occurred on whichever is the earliest of:

- (a) the expiry of 10 Business Days after delivery or the date of installation where the Customer has not given written notice pursuant to clause 4.1; or
- (b) the use of the Professional Services by the Customer in the normal course of its business.

4.3 Where the Customer gives notice pursuant to clause 4.1 and the Supplier has agreed to provide Replacement Services under the Agreement, the Replacement Services shall be deemed to have accepted by way of remediation of defects and be deemed to have occurred on the expiry of two Business Days after delivery or the Installation Date, unless the Customer gives notice pursuant to clause 4.14.1.

5. TERMINATION

5.1 The Supplier's obligations to provide Professional Services shall automatically terminate immediately:

- (a) on completion of the SOW to which they relate; or
- (b) on the expiry of Customer's licence to use the Developed Software to which the Professional Services relate.

6. DEVELOPED SOFTWARE LICENCE

6.1 If the Supplier provides Developed Software as part of the Professional Services, the Supplier will grant the Customer a [non]-exclusive, non-transferable licence to use the Developed Software on the Customer's Equipment and any Project Materials, solely for the Customer's internal business purposes. This licence does not permit the development, distribution, or licensing of the Developed Software or Project Materials. The Customer agrees not to use the Project Materials or Developed Software for any other purposes.

7. CHARGES

7.1 The Charges for Professional Services shall be payable pursuant to the Agreement, as stated in the SOW and as specified in the invoice issued by the Supplier.

8. TERMINATION OBLIGATIONS

8.1 In the event that the SOW is terminated prior to the Expiration Services Period, as stated in the SOW, for any reason other than listed in clause 20.1 of the Agreement then the Consequences of Termination as detailed in clause 21 of the Agreement will apply.

Schedule 5**EQUIPMENT TERMS**

If the Customer requests or requires Equipment from the Supplier pursuant to the Agreement, and the Supplier agrees to provide such services, the terms outlined in this Schedule shall also apply.

AGREED TERMS:

All defined terms used in this Schedule shall have the meanings set out elsewhere in the Agreement.

1. SPECIFICATIONS

- 1.1 Specifications, dimensions, and other product details are provided in good faith. While the Supplier will make reasonable efforts to ensure that the Equipment supplied meets the Customer's specifications, minor deviations may occur. In such cases, the Supplier reserves the right to provide Equipment with substantially similar specifications, dimensions, and product details.
- 1.2 Charges are as indicated and may be subject to change without prior notice. The Supplier reserves the right to withdraw products from sale if payment has not been received in accordance with Clause 9 of the Agreement. Delivery is subject to stock availability. the Supplier will not be liable for delays in delivery.
- 1.3 Unless otherwise stated, all Charges are exclusive of the costs of carriage, insurance and collection (as appropriate) all of which shall be payable by the Customer.
- 1.4 Accepted orders for Equipment may not be cancelled by the Customer except with the Supplier's prior written consent. The Customer shall reimburse the Supplier for all costs, liabilities, and expenses incurred because of the cancellation.

2. CHARGES

- 2.1 The Charges for the Equipment shall be payable pursuant to the Agreement, as stated in the SOW and as specified in the invoice issued by the Supplier.

3. WARRANTIES AND LIMITATIONS OF LIABILITY

- 3.1 The parties agree that all implied warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, and any other express or implied warranties (such as those regarding accuracy of description, quality, or productiveness), are excluded from this Agreement and do not apply to the Equipment. For the avoidance of doubt, any oral statements or other representations regarding the Equipment not expressly included in the Agreement shall not constitute warranties, may not be relied upon by the Customer, and are not part of this Agreement.
- 3.2 Subject to clause 3.3, if any Equipment proves defective or unsatisfactory under normal use within 10 Business Days of delivery, the Supplier's sole liability to the Customer shall be limited to either repairing the Equipment or providing a like-for-like replacement. If a like-for-like replacement is unavailable, the Supplier will offer an alternative with the next best specification that is fit for the intended purpose as compensation.

- 3.3 The Customer shall be entitled to a replacement under clause 3.2 provided that:
- (a) the Equipment has been used solely for its intended purpose and in accordance with the operating instructions;
 - (b) the defect has not been caused by fire, accident, misuse, neglect, incorrect installation by the Customer or its Customers, agents or servants, unauthorised alterations, repairs or maintenance or the use of substandard consumables;
 - (c) the defect has not arisen from any design, specification, component or material supplied by or on behalf of the Customer or its agents;
 - (d) no part of the Equipment has been replaced with a part not supplied or approved by the Supplier;
 - (e) All payment due for the Equipment has been made; and
 - (f) the Customer has complied with clause 4.2.
- 3.4 The maximum aggregate liability of the Supplier, its officers, employees, and agents for any claims arising from or related to the Agreement (whether in contract, tort, breach of statutory duty, or otherwise) shall not exceed the amount paid by the Customer for the Equipment supplied under the Agreement. Without limiting the foregoing, and subject to Clause 3.3, the Supplier shall not be liable for any special, incidental, or consequential losses or damages, including but not limited to loss of profit, revenue, use, anticipated savings, goodwill, data loss or corruption, business interruption, management costs, or third-party liabilities.

4. CONDITION ON DELIVERY

- 4.1 Unless the Supplier is notified in writing by the Customer within 10 Business days of delivery, it will be conclusively presumed that the Equipment was delivered in good operating condition and in full compliance with the manufacturer's description and the Customer's requirements, thereby deeming the Equipment accepted. The Customer agrees that the Equipment may be delivered using standard packaging, and that the original packaging may not be available or suitable for delivery.
- 4.2 The Customer may only return Equipment to the Supplier if the Equipment is proven to be faulty within 10 Business days of delivery and upon receipt of an authorised Supplier RMA number. The Customer shall be responsible for the cost of returning the Equipment.

Schedule 6

DATA CENTER SERVICES TERMS

If the Customer requests or requires Data Centre Services from the Supplier pursuant to the Agreement, and the Supplier agrees to provide such services, the terms outlined in this Schedule shall also apply.

AGREED TERMS:

1. INTERPRETATION

The following definitions and rules of interpretation apply to the provision of Data Centre Services and all capitalised terms used but not defined below shall have the meanings set out elsewhere in the Agreement:

“Liability” Means the physical facility or site where the Supplier stores the Data and associated Backups, along with the infrastructure required to support the storage, security, and management of such Data

“Data Centre Rules” means the rules and regulations of the Data Centre and Data Hall Location as set out by the Data Centre and any additional Data Centre rules and regulations that may be stipulated from time to time by the Supplier;

“Data Centre Security Policy” means the security policies set out by the Data Centre and any additional security policies and procedures stipulated from time to time by the Data Centre;

“Data Centre Services” means the services to be provided by the Data Centre via the Supplier to the Customer under the terms of this Agreement, as more fully agreed by the parties in the SOW;

“Data Hall Location” means the designated space in a data hall at the Data Centre, as indicated in the SOW;

“Equipment” means both or either of the Customer Equipment and the Supplier Equipment, as the context indicates;

“Rack” means the physical chassis, frame or cabinet which houses the Equipment;

“Service Failure” means a failure by the Supplier to deliver any part of the Data Centre Services in accordance with the Service Levels;

“Service Levels” means the service levels which the Data Centre Services provide in the SOP.

2. THE SERVICES AND THE DATA HALL LOCATION

- 2.1 The Supplier shall use its reasonable endeavours to notify the Customer that the Data Hall Location is ready for the Customer on or before the Services Commencement Period.

3. INSTALLATION, OPERATION AND MAINTENANCE

- 3.1 The Supplier shall provide to the Customer such installation and maintenance services for the applicable Equipment located within the Data Centre (including, where applicable, the Supplier Equipment and the Customer Equipment) as are relevant to the provision of the services agreed in the SOW.
- 3.2 Subject to the provisions of the Agreement, the Supplier shall co-operate with the reasonable requests from the Customer that a customer representative be provided access to the Data Hall Location on reasonable written notice. Such access to the Data Centre shall be on the following conditions and must be complied with by every person attending the Data Centre and/or Data Hall Location at all times unless prior written agreement has been given by the Supplier.
- 3.3 The Customer's access to the Data Hall Location is strictly for installing, operating, and maintaining Equipment. Access is subject to Supplier's prior written authorisation and limited to Authorised Users, who must register upon arrival, provide proof of identity, and follow specific access procedures. The Customer is responsible for complying with all Data Centre regulations, including controls on mobile phone usage, installation of equipment, and food or drink. If the Customer requires escorted access by a Supplier representative, the Customer shall bear the associated costs.
- 3.4 The Supplier will monitor power and environmental conditions, ensuring the Data Hall Location meets industry standards for Equipment installation and operation.
- 3.5 Any Equipment to be installed only by the Supplier shall be pursuant to Professional Services Terms as detailed in the SOW.
- 3.6 The Customer shall not cause, damage or permit any nuisance or violation of Applicable Laws, rules, regulations or ordinances with respect to the Data Centre and shall indemnify and keep the Supplier fully indemnified against all Losses arising directly out of: (i) any non-observance or non- performance of this obligation; and (ii) any act of or default or negligence of the Customer or the Authorised Users.
- 3.7 The Supplier agrees to use its reasonable endeavours to ensure the Data Hall Location is in accordance with acceptable industry standards so that, at all times during the Term, the Data Hall Location is fit for the purpose of installing and locating the Equipment there.

4. GRANT OF RIGHTS BY THE SUPPLIER

- 4.1 Subject to the Customer complying with the terms of the Agreement, the Supplier hereby grants to the Customer with effect from the Commencement Date for the Term the non-exclusive right to:
 - (a) install, keep installed, operate and maintain the Equipment at the Data Centre; and
 - (b) subject to clause 3.2 and the terms of the Agreement, provide the Authorised User with access to the Data Hall Location for the purposes more fully described in clause 3.3 and for the receipt of the Data Centre Services, provided that the Customer adheres to the Data Centre Regulations and requirements and its obligations under and in connection with the Agreement.

4.2 The parties agree that:

- (a) these terms and the Agreement does not grant exclusive possession to the whole or any part of the Data Centre or Data Hall Location;
- (b) the Data Hall Location and the Data Centre shall throughout any period of use by the Customer continue to be in the legal possession of the Supplier (or the applicable owner of the Data Hall Location and the Data Centre) and that the rights granted by the Supplier to the Customer under this Agreement shall not be deemed to constitute or create a lease or tenancy Agreement of the Data Hall Location or Data Centre or in any way establish the relationship of landlord and tenant between the Supplier and/or owner of the Data Centre (as applicable) and the Customer.

4.3 The Supplier is not liable for damage to any property of or for any losses incurred by the Customer or any of the employees of the Customer (including any Authorised Users) in the exercise or purported exercise of the rights granted under clauses 3 and 4 above other than for losses caused deliberately or by the negligence of the Supplier or its personnel. The Customer shall be liable for any loss or damage to the Supplier Equipment, the Data Hall Location and the Data Centre which the Customer, the employees of the Customer (including any Authorised Users), or the Customer's servants or appointed agents have caused and undertakes to indemnify the Supplier to the full reinstatement value against such loss or damage.

5. RELOCATION OF THE EQUIPMENT

- 5.1 The Supplier shall have the right to request, and the Customer shall, acting reasonably and in good faith, consider such request, that the Equipment be moved from the Data Hall Location or any other part of the Data Centre where the Equipment is then located and be installed in some other part of the Data Centre or any other premises of equivalent standard and in the case of the Equipment being moved in accordance with this clause 5 the term Data Centre shall be taken to include a reference to such premises. The Equipment which is the subject of this request shall not be moved by the Supplier unless the parties agree on the terms for the movement of the Equipment, including the time frame in and the location to which the Equipment is to be moved and the responsibility for payment of the costs and expenses in relation to the move both parties acting reasonable and in good faith.

6. THE EQUIPMENT

- 6.1 The Supplier's Equipment shall at all times remain the property of the Supplier. The Supplier may, from time to time and after consultation with the Customer, modify, substitute, renew, or add to the Supplier's Equipment, provided that such changes do not materially adversely affect the Data Centre Services. Except for any rights specifically granted to the Customer under the Agreement, the Customer expressly disclaims any right, title, or interest in, or any perpetual right to use, any equipment or property belonging to the Supplier or its representatives, whether located at the Data Centre, the Data Hall Location, or elsewhere.

- 6.2 The Customer Equipment shall at all times remain the property of the Customer, and risk in the Customer Equipment shall remain with the Customer. Subject to any rights specifically granted to the Supplier under the Agreement, the Supplier expressly disclaims any right, title or interest in, or any perpetual right to use, any equipment or property of the Customer or the Customer's Authorised Users, whether located at the Data Hall Location or elsewhere.
- 6.3 The Customer agrees to indemnify the Supplier from and against any and all claims by any third party of ownership or possessor's interest, lien, trust, pledge or security interest in any Customer Equipment and from and against all actions, proceedings, claims, demands, costs, liabilities and expenses in connection with such claims.
- 6.4 The Customer shall be responsible for ensuring at all times the safe keeping and proper use of the Supplier Equipment and in particular (without prejudice to the generality of the foregoing) the Customer shall:
- (a) use the Supplier Equipment and any associated Software in accordance with any reasonable instructions and/or Software licence provided to the Customer by the Supplier or its agents or Third-Party Vendors from time to time; and
 - (b) ensure that neither it nor any Third-Party shall, without the Supplier's prior written consent, sell, transfer, dispose of, mortgage, charge, modify, repair, service, tamper with, remove or interfere with, the Supplier Equipment or otherwise do anything prejudicial to the Supplier's rights in the Supplier Equipment.
- 6.5 The Supplier shall not be liable for any repairs of the Supplier Equipment other than those arising as a result of normal and proper use of it.
- 6.6 The Customer shall not, in the exercise of its rights under the Agreement, cause any damage to the Data Centre, the Data Hall Location and/or any equipment which may from time to time be located at the Data Centre or Data Hall Location. The Customer shall indemnify and keep indemnified the Supplier in respect of any loss and/or liability incurred by the Supplier as a result of the Customer's breach of this clause 6.6.
- 6.7 If during the course of the Contract should the Equipment require to be refreshed, updated or otherwise replacing to ensure the continuation of the Data Centre Services then the Customer agrees to follow the Supplier's reasonable advice in updating or replacing said Equipment or otherwise indemnify the Supplier for any failure to comply with this advice which prevents the Supplier providing the contracted Services.
- 6.8 The Customer warrants that any Equipment which has been transferred from another service provider or provided directly by the Customer must not contravene any health and safety regulations, must comply with relevant standards and must not be used for any illegal or criminal purposes. Any Equipment not in compliance with these conditions may be disconnected and any unauthorised connections may be removed at the Supplier's discretion.

7. DATA CENTRE SERVICES

- 7.1 With effect from the Commencement Date, the Supplier shall provide the Customer with the Data Centre Services at the Data Centre directly and/or through its nominated suppliers, agents and sub-contractors. The Supplier shall be responsible for its authorised sub-contractors' and agents' services as for its own Data Centre Services.
- 7.2 The Customer warrants that the Data Centre Services are for use by it in connection with its business and its customers.
- 7.3 The Supplier and Customer shall maintain in force during the performance of the Agreement such insurance policies at such coverage limits as its level of business activities so require.

8. IMPROPER USE

- 8.1 The Customer shall only use the Supplier's network, the Data Centre and Data Hall Location, the Customer Equipment, the Supplier Equipment and the Data Centre Services for purposes that are lawful under Applicable Laws and in accordance with the terms of the Agreement.
- 8.2 The Customer acknowledges and agrees that the Supplier does not monitor the Customer's use of the Data Centre Services. The Supplier relies on the Customer to use the Data Centre Services, the Customer Equipment, and the Supplier Equipment in accordance with the terms of the Agreement. Accordingly, the Customer agrees to indemnify and hold the Supplier harmless from any claims brought by: (a) a third party, or (b) any applicable authority, arising from the Customer's use of the Customer Equipment, the Supplier Equipment, and/or the Data Centre Services that is not in compliance with the terms of the Agreement, including any infringement of Intellectual Property Rights, legislation, or regulation. The Customer shall pay all losses (including the Supplier's legal costs and fees) incurred by, and any judgments finally awarded against, the Supplier arising from such claims, and shall provide the Supplier with all reasonable assistance necessary to defend such claims at the Customer's sole expense.

9. CHARGES

- 9.1 The Charges for the Data Centre Services shall be payable pursuant to the Agreement, as stated in the SOW and as specified in the invoice issued by the Supplier.

10. TERMINATION

- 10.1 Upon termination of the Agreement for any reason, the Supplier shall arrange the removal of the Equipment from the Data Hall Location (that removal to be at Customer's sole cost and expense and in accordance with the provisions of clause 10.2)
- 10.2 Within 20 Business Days following the expiration or termination of the Agreement the Customer shall arrange with the Supplier to have the Supplier remove all the Equipment from the Data Hall Location. If within such 20 Business Day period the Customer fails to arrange the removal of the Equipment, the Supplier may, at the

Customer's sole cost and expense, disconnect, remove and/or store or dispose of the Equipment without prior notice. The Customer agrees to indemnify the Supplier for all costs and expenses associated with the Supplier's disconnection, removal, disposal and/or storage of the Equipment and all other charges due and owing by the Customer to the Supplier under this Agreement prior to the Supplier returning any Equipment still in the Supplier's possession. The Supplier shall not be liable for any loss or damage incurred by the Customer arising out of the Supplier's disconnection, removal, storage or disposal of the Equipment.

Schedule 7**CONNECTIVITY SERVICES**

If the Customer requests or requires Connectivity Services from the Supplier pursuant to the Agreement, and the Supplier agrees to provide such services, the terms outlined in this Schedule shall also apply.

AGREED TERMS:**1. INTERPRETATION**

- 1.1 The following definitions and rules of interpretation apply to the provision of Connectivity Services and all capitalised terms used but not defined below shall have the meanings set out elsewhere in the Agreement:

“Internet” means the global network of interconnected systems that communicate using TCP/IP (Transmission Control Protocol/Internet Protocol) and other related internet protocols and standards

“IP Address” refers to a numerical label assigned to devices on a network, used by Internet Protocols for routing and delivering IP packets

2. SCOPE OF SERVICES

- 2.1 The Customer may use the Connectivity Service(s) to link internet access, VPN, MPLS, SD-WAN, network monitoring, cloud services, remote management, and other managed network services to other networks in accordance with the SOW. However, the provisions of this Agreement apply only to those parts of the Connectivity Service(s) provided directly by the Supplier. The Supplier may, pursuant to a Change Order, modify or alter the networks to which it connects, as well as the third-party vendors with whom the Customer is contracted.

3. MANAGED SERVICES

- 3.1 Where the Supplier agrees to manage and support the Customer's Connectivity Services, including internet access, network management, firewall, VPN services, and other managed connectivity solutions these are as outlined in the SOW and SOP.

4. COMMENCEMENT OF SERVICE

- 4.1 Connectivity Service(s) will commence on the date of installation or commissioning, provided the Supplier is able to communicate with Supplier Equipment using Internet Protocols. Individual circuits ordered as part of the same service will be delivered as soon as they are functional. Co-location services will commence on the date the enclosure is ready for use unless specified otherwise

5. FAULT RESOLUTION

- 5.1 In the event that the Customer becomes aware of a defect, fault, or impairment in the provision of the Connectivity Service(s), the Customer shall follow the procedures outlined in the SOP. Upon notifying the Supplier of such defect, fault, or impairment, the Supplier will use reasonable efforts to ensure the issue is resolved as quickly as reasonably possible. The Customer acknowledges that, if the resolution requires intervention from a Third-Party vendor, the Supplier has no control over the resolution time and is not liable for any delays caused by the Third Party.

If it is determined that the defect, fault, or impairment is a result of:

- (a) the negligence, wilful acts, omissions, or faults of the Customer or its agents;
- (b) the Customer or its agents' breach of this Agreement; or
- (c) the failure or malfunction of Customer Equipment,

then the Supplier may recover from the Customer all reasonable costs incurred in remedying the defect, fault, or impairment.

6. CUSTOMER OBLIGATIONS

- 6.1 The Customer agrees to indemnify and hold the Supplier harmless against any prosecution, whether civil or criminal, as well as all costs, claims, demands, actions, and proceedings that may be brought or threatened against the Supplier by any user or third party to whose networks the Customer connects. This includes, but is not limited to, any breaches of the Acceptable Use Policy.

7. CHARGES

- 7.1 The Charges for the Connectivity Services shall be payable pursuant to the Agreement, as stated in the SOW and as specified in the invoice issued by the Supplier.

8. TERMINATION OBLIGATIONS

- 8.1 In the event that the SOW is terminated prior to the Expiration Services Period, as stated in the SOW, for any reason other than listed in clause 20.1 of the Agreement then the Consequences of Termination as detailed in clause 21 of the Agreement will apply.

Appendix 1

Statement of Work template

SCHEDULE 1

THIS STATEMENT OF WORK IS MADE ON [XXX]

BETWEEN

- (1) SysGroup Trading Limited incorporated and registered in England and Wales with company number 4754200 whose registered office is at 55 Spring Gardens, Manchester M2 2BY ("SysGroup" or "Supplier").
- (2) [XXXX], a registered Company in England and Wales with company number [XXXX] of [XXXXX] ("Customer")

together, the Parties.

BACKGROUND: The Parties have entered into an Agreement, which collectively governs the provision of services by the Supplier to the Customer. The Agreement includes the following key documents:

1. The Supplier's Standard Terms and Conditions (www.sysgroup.com/terms-and-conditions);
2. The Services Terms, which outline the specific terms related to the delivery of Services as agreed between the Parties (www.sysgroup.com/terms-and-conditions-services);
3. The Acceptable Use Policy, which sets forth the terms governing the Customer's use of the Supplier's services and systems (<https://www.sysgroup.com/acceptableusepolicy>); and
4. The Operating Policy, which details the operational framework, including support processes, roles, and responsibilities related to the provision of Services (www.sysgroup.com/terms-and-conditions-support).

The Agreement, including any Statements of Work ("SoWs") executed by the Parties, shall be the exclusive and binding terms governing the relationship between the Parties, and any amendments or updates shall be made in accordance with the terms set forth therein.

The Parties agree as follows:

1. INTERPRETATION

- 1.1 Unless otherwise stated in this SOW, all capitalised terms appearing herein shall have the meaning given to them in the Agreement.

2. DURATION

- 2.1 This SOW shall commence on the Services Commencement Date specified below and remain in place for the Subscription Term.

3. SERVICES AND DELIVERABLES

3.1 From the Services Commencement Date specified below:

- (a) the Supplier shall provide the Services specified in this Statement of Work to Customer in accordance with the Agreement, the SOP and this SOW.
- (b) Unless otherwise stated in this SOW Customer shall pay to the Supplier the Charges specified in this SOW in accordance with the terms of clause 9 of the Agreement.
- (c) Licences acquired on a utilisation basis will be charged on a used consumption basis in arrears based on the Third-Party Proprietor's Portal Pricing.

3.2 Particulars of Services (where applicable) are described in the appendix attached.

3.3 Services are as described and quantified below:

Service Category	Monthly Fee
Total	

All values are exclusive of VAT and will be invoiced monthly in arrears.

Service Commencement Date	
Services Expiry Date	
Subscription Term	
Break Clause	

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