

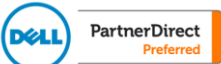
Terms & Conditions



Following is a plain English and friendly description of our "Terms & Conditions" of business. In this document, "We", "Us" or "Coretek" refers to the Coretek Group of Companies, Coretek Group Ltd, Coretek Ltd, CoretekCloud Ltd and Coretek Infrastructure Services Ltd; and "You" or "Your" refers to you, our customer or a third party acting on your behalf. Coretek reserves the right to amend these Terms and Conditions from time to time without notice - the latest version will be published on the Coretek website.

Table of Contents

- 1. Definitions and Interpretation..... 2
- 2. Standard Terms and Conditions (inc. Acceptable Use Policy AUP)..... 4
- 3. Addresses and Contacts..... 5
- 4. Payment Terms and Methods 6
- 5. Lead Time, Minimum Contract Term, Billing Periods and Cancellation..... 7
- 6. Fault Reporting and Technical Support..... 8
- 7. Remote and On-Site Support..... 9
- 8. Hosting: Dedicated & Virtualised Servers, Co-location, Rack Space..... 10
- 9. Your Obligations 10
- 10. Risk and Title in the Goods 10
- 11. Quality of Goods and Warranty..... 11
- 12. Supply and Installation of Equipment 12
- 13. Hiring of Equipment..... 13
- 14. Subcontractors and Subcontracting 13
- 15. Warranty and Liability 13
- 16. Drawings and Literature 14
- 17. Consumer Protection (Distance Selling) Regulations 2000..... 14
- 18. Assignment and Third Parties..... 15
- 19. Non-Solicitation of Staff..... 15
- 20. Confidentiality 15
- 21. Limitation of Liability..... 15
- 22. Referral Scheme..... 15



Microsoft Partner
Cloud Accelerate



Copyright © Coretek Ltd
Commercial Confidence

I. Definitions and Interpretation

- 1.1. In these Terms and Conditions, (“Terms and Conditions”), except where the context otherwise requires, the following words and expressions shall have the following meanings:
- 1.1.1. **Agreement:** means the agreement for the goods and services to which these Terms and Conditions form part of together with the Purchase Order and/or any Service Level Agreement relating to the Services and as further described in our Service Level Agreement document;
 - 1.1.2. **Associated Company:** means any company which is from time to time a subsidiary or holding company of a party or a subsidiary of any such holding company, or whereby the shares of that company are held directly or indirectly by that party;
 - 1.1.3. **Charges:** the charges payable for the goods and services as set out in a Purchase Order;
 - 1.1.4. **Co-Location (Co-Lo):** Colocation (Co-Lo) is the environment containing the physical building, power, cooling, bandwidth and security.
 - 1.1.5. **Credits:** the unit of support applicable to your contract and/or agreement type. This includes “days” and “Coretek Service Credits (CSC’s)”; Credit usage is shown on your monthly report.
 - 1.1.6. **Customer:** the person or entity who purchases goods or services from Coretek;
 - 1.1.7. **Fault:** A material defect, fault or impairment in a service or device, which causes an interruption in the provision of the service.
 - 1.1.8. **Goods:** the goods being supplied, installed and maintained for the Customer, as set out in the Purchase Order;
 - 1.1.9. **Intellectual Property Rights:** all patents, copyrights and related rights, database rights, design rights, trademarks, service marks, trade names, rights in undisclosed or confidential information (such as knowhow, trade secrets and inventions (whether patentable or not)) and other rights of a like nature (whether registered or unregistered) and all applications for such rights as may exist anywhere in the world;
 - 1.1.10. **Managed Environment:** An environment providing physical containment for rack components, the environment including the physical building, power, cooling, bandwidth and security is fully managed.
 - 1.1.11. **Manufacturer:** the person or entity who manufactures the goods;
 - 1.1.12. **Manufacturer Warranties:** the standard warranties provided by the Manufacturer in relation to its Goods;
 - 1.1.13. **Minimum Spend:** means the minimum amount of monthly spend the Customer has committed to spend on goods and/or services as detailed in the Contract or Purchase Order;
 - 1.1.14. **Minimum Term:** means the period specified in the Purchase Order from the later of the commencement date specified in the Purchase Order or (in relation to goods) the date that such goods are installed and commissioned and (in relation to services) the date that the services commence or are taken over;
 - 1.1.15. **Normal Business Day:** Every day excluding Saturdays and Sunday and national holidays in England.
 - 1.1.16. **Normal Business Hours:** 09:00 to 17:00, Monday to Friday excluding national holidays in England.
 - 1.1.17. **Normal Support Hours:** 08.00 to 18:00, Monday to Friday (10x5) excluding national holidays in England.
 - 1.1.18. **Price:** means the price for the goods and/or services set out in the Contract or Purchase Order;
 - 1.1.19. **Purchase Order:** means an order placed by the Customer with Coretek detailing amongst other things, the goods and associated services that the Customer wishes to receive, the Charges and Service Tariffs which the Customer will be charged and any Minimum Spend;
 - 1.1.20. **Rack Space:** A managed area within a data centre providing containment for network and server

Terms & Conditions

components such as physical servers, network switching, storage devices and firewalls.

- 1.1.21. **Service Level Agreement (SLA):** means the document which sets out the levels of service you can expect from Coretek and what will happen if we fail to meet our service levels. The SLA should be read in conjunction with these Terms & Conditions and also, either your Services Agreement which identifies the Services you have purchased, or your Support Agreement which identifies the Support you have purchased and the items supported
- 1.1.22. **Services:** means the services which Coretek have agreed to provide the Customer, as detailed in the Purchase Order;
- 1.1.23. **Specification:** the description or specification of the Equipment and Services as set out in a Purchase Order;
- 1.1.24. **Virtualised Environment:** A computer system comprising of multiple components such as server, networking and storage which is running on a hardware platform. The virtualised environment allows for scale out expansion and resources are shared between the virtual members.
- 1.1.25. **Virtualised Machine:** A virtualised machine (Server or Client) referred to as the “Guest” is a software version of the machine.
- 1.1.26. **Working Day:** See Normal Business Day.
- 1.2. In these Terms and Conditions (except where the context otherwise requires):
 - 1.2.1. any reference to a Condition is to the relevant clause of these Terms and Conditions;
 - 1.2.2. headings are included for convenience only and shall not affect the construction or interpretation of the Agreement;
 - 1.2.3. the singular includes the plural and vice versa;
 - 1.2.4. words importing a particular gender or number do not exclude other genders or numbers; and
 - 1.2.5. references to any statute, statutory provision or statutory instrument include a reference to that statute, statutory provision or statutory instrument together with all rules and regulations made under it all as from time to time amended, consolidated or re-enacted.
- 1.3. These Terms and Conditions apply to and govern the supply of all goods and services by Coretek to the Customer to the exclusion of all other terms (unless expressly agreed by Us in writing)

2. Standard Terms and Conditions (inc. Acceptable Use Policy AUP)

- 2.1. Coretek services may only be used for lawful purposes. Transmission of any data through the network, or use of any part of the network in violation of any UK law or regulation is prohibited. Data stored on our servers by you must be legal and you are responsible for obtaining licenses and consents, including copyrights, performing rights and any other relevant intellectual property rights.
- 2.2. Whilst on Coretek's premises or working remotely with access to Coretek Systems, you must treat all information (verbal, written or electronic) as confidential and not retain or disclose it at any point unless written authorisation has been given by Coretek.
- 2.3. As a business to business service provider, we expect network traffic to be related to normal business activities, accordingly, use of Coretek services is subject to your reasonable use, any data transfer, uploading, downloading, advertising, transmission, distribution of software, programmes, products, or services, causes of spam, initiation of ping flooding, mail bombing, denial of service attacks, piracy of software, which has a directly detrimental effect to Coretek's network, services or other customers may be contrary to reasonable use. These Terms & Conditions, together with our SLA's form our Acceptable Use Policy (AUP).
- 2.4. We will suspend or terminate the services if you materially breach the Terms & Conditions or fail to remedy any material breach within a reasonable period of being asked to do so.
- 2.5. Coretek expects you take reasonable steps to protect your own network with firewalling and anti-virus services.
- 2.6. Traffic through Coretek's network is provided subject to any restrictions put in place by our upstream network partners. This may include, but is not limited to, traffic prioritization, filtering or monitoring.
- 2.7. Any liability by Coretek shall be limited to the remainder of any fees paid for services less any deductions for charges incurred. Coretek shall not be liable for failure to perform its contractual obligations if such failure results from force majeure, act of God, governmental act, fire, explosion, accident, industrial dispute, or any other cause beyond Coretek's reasonable control. In no event shall Coretek be liable for indirect or consequential loss (including loss of profits) arising from any breach of the services.
- 2.8. Except by our written agreement, we have no responsibility for any goods, services, information, software, or other data you obtain when using the Internet.
- 2.9. All fees and rentals are subject to our prevailing prices, which are amended from time to time and may be effective from your next billing period and are subject to VAT at the prevailing rate.
 - 2.9.1. Where a fixed-price support contract of more than one year has been agreed, prices will be subject to periodic reviews. We will contact you to discuss any amendments at least 60 days before the anniversary date.
- 2.10. Quotations and proposals provided by Coretek are valid for fourteen days from the date of issue and are subject to final survey, technical appraisal and any excess construction charges.
- 2.11. If any of the information provided by you and required by us to provide the services changes, including any changes to your payment and contact details, you must inform us as soon as reasonably possible in writing or by email to support@coretek.co.uk and you must follow up with a confirmation phone call.
- 2.12. When we issue you with usernames and passwords, they are essential for secure use of the services and you must take reasonable steps to ensure that you keep these confidential and secure and that you use them in accordance with any relevant instructions.
- 2.13. If you request us to re-issue usernames or passwords, we will only provide these to a known destination, authorised personnel or validated employee.
- 2.14. If we think, in our reasonable discretion, that there has been a breach of security or misuse of the services, we may change or suspend your password and then notify you of this change.
- 2.15. Resale of services through our network is only permitted with our written agreement.
- 2.16. Any Internet Protocol (IP) numbers allocated by Coretek to you shall at all times remain the property of Coretek, you may use these IP numbers for the duration of the services. Where a block of IPs is allocated, the first and last IPs in the block are usually reserved and are not useable.

Terms & Conditions



2.17. Complaints should, in the first instance be made in writing to feedback@coretek.co.uk and followed up with a confirmation phone call and will then be reviewed by a Senior. In the event that this course of action does not bring about a satisfactory conclusion, the matter will be referred to the Senior Management Team.

2.18. These Terms & Conditions and any associated contract (Services or Support, and SLA's) and any dispute or claim arising out of or in connection with them or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in

accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms & Conditions and any associated services contract or its subject matter or formation (including non-contractual disputes or claims).

2.19. No Terms or Conditions herof shall be deemed waived and no breach or default excused unless such waiver or excuse shall be in writing and signed by the party issuing the same

3. Addresses and Contacts

The registered offices of Coretek and the address for general correspondence is:

Unit 7 Gardeners Business Park, Sherfield English Road,
Romsey, Hampshire, SO51 6EJ, UK.

Contact details:

Company Registration Numbers:

Coretek Group Limited:	08614052
Coretek Limited:	03711700
Coretek Cloud Limited:	08578078
Coretek Infrastructure Services Ltd	11719410

Telephone:	0800 304 7444 (toll free)
Telephone	01794 325 920 (local rate)
General email:	enquiries@coretek.co.uk
Support email:	support@coretek.co.uk
Web:	www.coretek.co.uk



Copyright © Coretek Ltd
Commercial Confidence

4. Payment Terms and Methods

- 4.1. You shall pay the costs expressed in the invoice for Goods and/or Services provided by us. Additionally, you shall reimburse us for all expenses reasonably incurred by us providing the Goods and/or Services. We shall invoice you for such expenses at the time we supply you with an invoice under condition 4.7 or sooner.
- 4.2. For any high value orders (i.e. over £9,999), we reserve the right to request a minimum order down payment of upto 50% of the total order value. In this situation, the order will not be processed until the payment is received. We may cancel or defer commencement of providing the Goods and/or Services until:
 - 4.2.1. We receive the deposit from you; and
 - 4.2.2. We receive from you any amount pursuant to condition 4.7.3.
- 4.3. We may revise the rates shown on the invoice by giving you reasonable notice of the revision.
- 4.4. Service orders may be subject to a credit check.
- 4.5. All orders are exclusive of VAT at the prevailing rate, packaging, carriage, delivery costs and insurances unless stated in writing to the contrary.
- 4.6. Payment is due as per the payment terms stated on the invoice.
- 4.7. We shall issue our invoice to you:
 - 4.7.1. Following the delivery to you of the Goods and/or Services;
 - 4.7.2. In advance, monthly, quarterly or annually depending on the Services;
 - 4.7.3. Where a Contract and/or Agreement includes the provision of Services involving support services, 30 days prior to the commencement, or renewal, of such Contract.
- 4.8. We provide electronic invoices by email or online only. You will need to provide us with a generic or departmental (rather than personal) email address for this purpose.
- 4.9. Methods of payment include Direct Debit, Cheque, BACS. Bank account details for payments is shown on the invoice.
- 4.10. You must make all payments due to us in Pounds Sterling or such other predominant form of currency used in England at the time that payment is due.
- 4.11. Ongoing monthly or quarterly payments must be by Direct Debit.
- 4.12. Minimum monthly fees of £20 plus VAT apply, otherwise the Services will be billed annually in advance.
- 4.13. All Goods and/or Services remain the property of Coretek and title stays with Coretek until full and final payment has cleared our bank account.
- 4.14. Customers with a reliable and prompt payment history with Coretek may negotiate payment terms on account.
- 4.15. Without prejudice to any other right or remedy that we may have, if you fail to pay us on the due date, we may:
 - 4.15.1. Levy any charges as a result of payment defaults, whether by cheque, direct debit, standing order or credit card. Additionally, you will be subject to bank charges, handling fees and re-connection fees.
 - 4.15.2. Charge interest on such sum from the due date for the payment at the annual rate of 4% above the base lending rate from time to time of the Bank of England, accruing on a daily basis and being compounded monthly until payment is made, whether before or after any judgement and we may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
 - 4.15.3. Suspend or terminate all Services and the provision of Goods due under the Contract and/or Agreement without incurring any liability to you until payment has been made in full.
- 4.16. If we are unable to collect regular or ongoing payments (where these apply) we will advise you as soon as possible and you are obliged to respond and make payment within a reasonable time. Failure to do so, or if we are unable to contact you at the usual billing address, may result in suspension of services as per 4.15.3. Continued default of payment will result in the termination of your services and any other Coretek services, which will then incur charges and fees as above.
- 4.17. If you dispute any invoice, you will notify Coretek in writing as soon as practicable after delivery of the relevant

invoice giving your reasons. You are not entitled to withhold: (a) payment of any amount not in dispute; and /or (b) any payment to Coretek on the grounds that you have a dispute with other parties e.g. your end users, your customers or your other suppliers.

- 4.18. You must make all payments due to us under the Contract and/or Agreement without any deduction whether by way of a set-off, counterclaim, discount, abatement or otherwise unless you have a valid court order requiring an amount equal to such deduction to be paid by us to you.

4.19. Time for payment shall be of the essence of the Contract and/or Agreement.

4.20. All sums payable to us under the Contract and/or Agreement shall become due immediately on its termination, despite any other provision. This condition 4.19 is without prejudice to any right to claim for interest under the law, or any such right under the Contract and/or Agreement.

5. Lead Time, Minimum Contract Term, Billing Periods and Cancellation

5.1. The Goods and/or Services supplied under the Contract and/or Agreement shall be provided by us, our agents, sub-contractors or suppliers, to you from the date specified in the Agreement or other such date agreed between us.

5.2. The lead time will be specified at time of order and may be subject to external requirements beyond our control.

5.3. Services are provided for a minimum term as listed below, except where agreed differently on the Contract and/or Agreement.

5.4. To cancel a service, you must give notice of at least the cancellation period, as per the table below. This notice period must end after the minimum term and must be in writing or email, to which we will respond with a formal email acceptance (refer Section 3 "Addresses and Contacts").

5.5. Agreements will automatically renew at the end of each term for a further 12 months with any discounts removed, unless either party notifies the other of cancellation as per condition 5.4, or a new revised contract is agreed.

5.6. Quantity-based services, such as software licensing, or per-user subscriptions, can increase or decrease throughout the term. Quantities may decrease by no more than 10% of the quantity shown on the contract.

5.7. Services are billed monthly or quarterly, as listed below. The minimum term is at least the minimum period. Refunds are not permitted for cancellations during the billing period and a cancellation (cease) fee may be applied.

5.8. If you cancel the Services and you pay by standing order, it is your responsibility to cancel the standing order with your bank, overpayments will not be eligible for refunds and instead will accumulate credits for Coretek services.

5.9. In the event of any ongoing overpayments to Coretek, where there are no longer any active Coretek services against which to apply the overpayments, you will be contacted at least twice in the three months after the overpayment is made by any of several different methods (fax/email/letter etc).

5.9.1. If you fail to respond, we will contact your bank asking them to cancel the Standing Order and enclose a cheque made out to your company for the value of the most recent overpayment.

5.9.2. If we continue to receive overpayments for more than 3 months, we will raise monthly invoices for handling fees commencing from receipt of the 4th monthly overpayment, based on the following:

5.9.2.1. If you cancelled the services in writing in accordance with our Terms & Conditions, the invoice will be raised at a rate of 25% of the overpayment value.

5.9.2.2. If no cancellation in writing was received from you, you are in breach of our Terms & Conditions and the invoice will be raised at a rate of 50% of the overpayment value.

5.9.3. At each Year End (December 31st), any overpayment credits will be written off and you will not be able to reclaim these credits.

5.10. The Minimum Term means the minimum term for billing e.g. 12 months means you must pay for at least 12 months not including the lead time or any un-billed or credited periods.

5.11. Early termination can only be effected if the contract, agreement or provision of goods and/or services is

Terms & Conditions

deemed to be “sub-standard” or “not as described” as agreed by both parties in writing.

- 5.12. Early termination outside of condition 5.11 will incur a termination fee equal to the remaining contract term, based on the lower limit as described in condition 5.6.
- 5.13. Subject to condition 4.13, if less than 100% of the goods have been provided, Coretek will remove the goods and will retain full ownership of the goods.
- 5.14. Subject to 5.13, Coretek reserves the right to provide no refund or remuneration in respect of the goods removed.
- 5.15. If condition 4.13 has been met, and 100% of the goods have been provided, Coretek will have no legal right to repossess the goods.

5.16. Condition 5.15 is considered null and void in circumstances where money is owed to Coretek in respect of outstanding payments, fees, charges and/or expenses for other goods and/or services provided by us.

5.17. If goods and/or services have been paid for upfront, or in advance and the contract is terminated early, subject to condition 5.11, Coretek is not obliged to provide any refund unless the cancellation is within 30 days of the issued purchase order or signed quotation.

5.18. Following is a list of the Minimum Terms, Billing Periods and Cancellation Notices. Please note, standing and ongoing charges may be applicable.

Name of Service	Minimum Term (months)	Billing Period	Cancellation Notice (months)
Dedicated, Managed & Virtualised Environments	12	Monthly	3
Rack Space & (Co-Lo) Co-location	36	Monthly	3
Managed Firewall	12	Monthly	3
Offsite Back-up	12	Monthly	1
Fixed IPs	12	Monthly	1
Domain names	24	Monthly	1
Web Hosting	12	Monthly	1
Dedicated Secure Certificate	24	Monthly	1
Remote Support	12	Monthly	3
Support Agreements	12	Monthly	3
Data & VoIP Services	12	Monthly	3

6. Fault Reporting and Technical Support

- 6.1. The precise nature of support provided is as set out in the Contract and/or Agreement.
- 6.2. Any products, hardware, services, software or other programs not specified in the agreement and/or contract are not supported by Coretek. We will attempt to provide support on a “best endeavours” basis but provide no guarantees of being able to resolve the fault. In these circumstances, Coretek will not be held liable for a breach of SLA.
- 6.3. You may report a fault by the support contact details listed in section 3. We will endeavour to restore the services as soon as possible.
- 6.4. Occasionally, we may suspend the services where necessary for operational reasons such as repair, scheduled maintenance or improvement of the services or because of an emergency (MSO major service outage). Except in the event of an emergency, we will try to give you as much notice as possible of any periods of downtime of the services by posting information on website and, where practical, by email your main technical contact(s).



- 6.5. Provision of Technical Support and the hours of operation are as set out in the Service Level Agreement document.
- 6.6. Coretek Standard Support Service is incorporated in all Unlimited Support Agreements, unless otherwise specified in the Support Agreement.
- 6.7. Coretek Standard Support Service includes the following:
 - 6.7.1. An unlimited number of calls or email requests to our ServiceDesk, via the contacts listed in section 3.
 - 6.7.2. If required, pro-active monitoring services that can provide early warning of system failures can be installed on the customer's hardware and maintained by Coretek.

7. Remote and On-Site Support

- 7.1. In accordance with our SLA:
 - 7.1.1. Remote support will be provided by Coretek using a combination of telephone support and remote access support tools, which Coretek undertakes to provide to the customer.
 - 7.1.2. Support requests can be initiated via telephone or email to our helpdesk. All support calls to Coretek will be logged against the relevant contract number, allocated a unique reference number and a severity rating.
 - 7.1.3. Once allocated a severity rating, Coretek will initiate all reasonable endeavors to deal with the fault within our SLA.
- 7.2. The customer acknowledges that some faults will not be capable of resolution within the specified response times or through remote support. In particular, some problems will be a result of matters beyond Coretek's control (including, without limitation, inherent defects in software or defects in hardware) and others will necessitate on-site help. In cases where a fault is not capable of resolution by remote support Coretek will recommend the next course of action to the customer and once such advice is given, a call will be deemed to have been closed.
- 7.3. Using Coretek's call management system the progress of all outstanding calls will be monitored through to resolution or to a point where Coretek recommends a course of action beyond remote support.
- 7.4. If Coretek requires further information from the customer, the customer will be notified and the call will be flagged as on hold until such information is received.
- 7.5. Where the customer has entered into a Support Agreement with Coretek, we will provide remote support on either a Limited or Unlimited allowance. The specific support type will be specified on the Support Agreement.
- 7.6. Support types are defined as follows:
 - 7.6.1. Limited Support is provided where the customer has not purchased a full annual support contract from Coretek. The customer has, instead, chosen to:
 - 7.6.1.1. Purchase prepaid credits which are used like a "bank" of time that may be called upon at the customers request. Prepaid credits are drawn upon in 15 minute increments. Credits must be bought and paid for before the support can be provided by Coretek.
 - 7.6.1.2. Purchase support time "ad-hoc" as needed, priced at the Coretek Standard Rates. No discounts will be given for this type of purchased support.
 - 7.6.2. Unlimited Support is provided as described in section 6.6.
- 7.7. If the customer requires Coretek to perform an on-site repair, the customer (who has purchased support credits in advance) may use those credits to provide the on-site support as required. (a minimum of 2 services credits will be required per visit or 1 service credit for customers within a 10 mile radius of our head office).
- 7.8. In the event of the customer using up all of their pre-purchased credits and failing to purchase more, then a minimum daily charge will apply in accordance with Coretek's tariffs.

8. Hosting: Dedicated & Virtualised Servers, Co-location, Rack Space

- 8.1. We, or our agents, sub-contractors or suppliers, are responsible for providing, power, cooling, physical security and network services to the hosted environment.
- 8.2. We are responsible for the hardware when provided on a rental basis, such as dedicated servers and for a standard install of the operating system when rented from us.
- 8.3. You are responsible for the configuration and installation of any applications even if provided under rental by us, unless otherwise covered under a Contract and/or Agreement.
- 8.4. You are responsible for data migration, software patches, fixes, updates, data security and protection against all forms of viruses (including but not limited to viruses, trojans, malware and spyware).
- 8.5. Bandwidth, power usage and remote hands are monitored and are subject to additional charges where the standard allocation is exceeded.
- 8.6. Dedicated hardware providing virtualized environments and other hardware supplied by Coretek under a rental agreement remain the property of Coretek at all times.
- 8.7. Software provided by us will likely be provided on a rental basis and remain the property of Coretek or our suppliers. Microsoft SPLA is subject to Microsoft's SPLA Terms & Conditions, and may be updated from time to time.

9. Your Obligations

- 9.1. Prior to our performance of the Contract, you shall provide us with all relevant information in connection with the proposed use of any Goods and the purpose for which you require the Services in order that we may advise you as to Goods and/or Services that may be appropriate to you provided that, in the absence of any fraudulent misrepresentation, we shall have no liability for the failure of any Goods or Services to carry out any specialised requirement that you may have.
- 9.2. You must provide us, our employees and agents with such access to your property as is reasonably required to provide the Services and deliver the Goods.
- 9.3. You must ensure that all your equipment is in good working order and suitable for the purposes for which it is used in relation to the Services, compatible with any Goods that are supplied and conforms to all relevant United Kingdom standards and requirements.
- 9.4. You must not, without our prior written consent, at any time from the date on which the Contract is executed to the expiry of six months after the last date of supply of the Services and/ or Goods, solicit or entice away from us or employ or attempt to employ any person who is, or has been, engaged as an employee by us in the provision of the Services and/or Goods.
- 9.5. Any consent given by us in accordance with condition 9.4 shall be subject to you paying to us a sum equivalent to 20% of the then current annual remuneration of our employee. or, if higher, 20% of the annual remuneration to be paid by you to that employee.

10. Risk and Title in the Goods

- 10.1. The Goods are at your risk from the moment that they are delivered or (if sooner) brought into your property or premises.
- 10.2. Ownership of the Goods shall not pass to you until we have received in full (in cash or cleared funds) all sums due to it in respect of:
 - 10.2.1. the Goods; and
 - 10.2.2. all other sums which are or which become due to us from you on any account.
- 10.3. Until ownership of the Goods has passed to you, you must:
 - 10.3.1. hold the Goods on a fiduciary basis as our bailee;
 - 10.3.2. store the Goods (at no cost to us) separately from all other goods belonging to you or any third party

in such a way that they remain readily identifiable as our property;

10.3.3. not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;

10.3.4. maintain the Goods in satisfactory condition and keep them insured on our behalf for their full price against all risks to our reasonable satisfaction. On request you shall produce the policy of insurance to us; and

10.3.5. hold the proceeds of the insurance referred to in clause 10.3.4 on trust for us and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.

10.4. Your right to possession of the Goods shall terminate immediately if:

10.4.1. you have a bankruptcy order made against you or makes an arrangement or composition with your creditors, or otherwise take the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (if you are a body corporate) convene a meeting of creditors (whether formal or informal), or enter into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or have a receiver and/or manager, administrator or administrative receiver appointed of your undertaking or any part thereof, or documents are

filed with the court for the appointment of an administrator or notice of intention to appoint an administrator is given by you or your directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for your winding up or for the granting of an administration order for you, or any proceedings are commenced relating to your insolvency or possible insolvency; or

10.4.2. you suffer or allow any execution, whether legal or equitable, to be levied on your property or obtained against you, or fail to observe/perform any of your obligations under the Contract or any other contract between you and us, or you are unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986 you cease to trade; or

10.4.3. you actually or purport to encumber or in any way charge any of the Goods.

10.5. We shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from us.

10.6. You grant us, our agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where your right to possession has terminated, to recover them.

11. Quality of Goods and Warranty

11.1. Where we do not manufacture the Goods, we will endeavour to transfer to you the benefit of any warranty or guarantee given to us.

11.2. We warrant that (subject to the other provisions of these conditions) upon delivery the Goods will:

11.2.1. be of satisfactory quality within the meaning of the Sale of Goods Act 1994;

11.2.2. be reasonably fit for the purpose that the Goods were most obviously made for; and

11.2.3. be reasonably fit for any particular purpose for which the Goods are being bought if you had made known that purpose to us and we confirmed in writing that it is reasonable for you to rely on our

skill and judgement in our identification of specific Goods to fulfil that purpose.

11.3. We shall not be liable for a breach of any of the warranties in clause 11.2 unless:

11.3.1. you give written notice of the defect or its being unsuitable for a particular purpose to us, and (if the defect is as a result of damage in transit) to the carrier, within 7 days of the time when you discover or ought to have discovered the defect or its being unsuitable for a particular purpose (as the case may be); and

11.3.2. we are given a reasonable opportunity after receiving the notice of examining such Goods and you (if asked to do so by us) return such Goods to

our place of business for the examination to take place there.

11.4. We shall not be liable for a breach of any of the warranties in clause 11.2 if:

11.4.1. you make any further use of such Goods after giving notice pursuant to clause 11.3.1; or

11.4.2. the defect arises because you failed to follow our and/or the manufacturer's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or

11.4.3. you alter or repair such Goods without our written consent.

11.5. Subject to clauses 11.3 and 11.4, if any of the Goods do not conform with any of the warranties in clause 11.2 we shall at our option repair or replace such Goods (or the defective part) or refund the price of such Goods at the *pro rata* price specified for those Goods in the Contract provided that, if we so request, you shall return the Goods or the part of such Goods which is defective to us immediately.

11.6. If we comply with clause 11.5 we shall have no further liability for a breach of any of the warranties in clause 11.2 in respect of such Goods and any Goods so replaced will belong to us.

12. Supply and Installation of Equipment

12.1. Unless otherwise agreed in writing by us, delivery of the equipment shall take place at the Customer's place of business and Coretek will use all reasonable endeavours to deliver, install and commission the equipment by dates agreed between the parties but accepts no liability for any failure to do so. Any dates specified by us for delivery, installation and commissioning of the equipment are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified in the Purchase Order, delivery shall be within a reasonable time.

12.2. Should the Customer postpone delivery (or installation and commissioning as the case may be) of any equipment for a period in excess of 30 days from the said agreed dates, Coretek shall be entitled to adjust any price for delivery and or the equipment.

12.3. Unless otherwise agreed in writing by us, the Customer shall have no right to inspect the equipment prior to delivery.

12.4. While we may be willing at times to make any necessary arrangement for installation and commissioning of equipment with another network provider at the Customer's request, Coretek does not accept responsibility for any failure on the part of that network provider or their agents and that those arrangements form no part and are expressly excluded from any Agreement.

12.5. Coretek warrants to the Customer that the equipment will be supplied, installed and maintained with due skill and care to the standards of a competent supplier and

maintainer of equipment and in accordance with any regulatory requirements.

12.6. The Customer warrants that (if applicable) the Customer's existing equipment (if any) is in proper working order and complies with all applicable standards and approvals so as to enable Coretek to supply and continue to supply the services.

12.7. We may deliver the equipment by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Agreement.

12.8. Each instalment shall be a separate Agreement and no cancellation or termination of any one Agreement relating to an instalment shall entitle the Customer to repudiate or cancel any other Agreement or instalment.

12.9. If for any reason the Customer fails to accept delivery of any of the equipment when they are ready for delivery or Coretek is unable to deliver the equipment on time because the Customer has not provided appropriate instructions, documents, licences or authorisations:

12.9.1. risk in the equipment shall pass to the Customer.

12.9.2. the equipment shall be deemed to have been delivered; and

12.9.3. Coretek may store the Equipment until delivery, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

13. Hiring of Equipment

13.1. In the event that Coretek agrees to loan any equipment to the Customer or the Customer hires or leases the Equipment through a third party, the Customer agrees:

13.1.1. that Coretek or its appointed agent shall install the equipment at the Customers site or premises;

13.1.2. the equipment shall at all times remain the property of Coretek and at all times when the ownership of the equipment is in question, the

Customer shall advise any third party that the equipment is the property of Coretek; and

13.1.3. the Customer shall be responsible for the equipment whilst it is in the Customer's custody and shall indemnify Coretek against any loss or damage to the equipment together with all costs associated with returning the equipment to Coretek.

14. Subcontractors and Subcontracting

14.1. Coretek may work as a subcontractor themselves. In this instance, you authorise Coretek to engage your customer on your behalf.

14.2. If Coretek or our subcontractors need to engage with your customer on your behalf, we will, where possible, make you aware.

14.3. The Customer shall not sub-licence, assign or transfer in any way any of the Agreement or any benefits or interests arising under the Agreement on a temporary or permanent basis without the prior written consent of the other Party.

14.4. Notwithstanding condition 14.3, Coretek shall be entitled to assign, novate, sub-contract or transfer all of it's rights and/or obligations hereunder (including the Software Licence) under this Condition. We may engage the services of third parties to provide assistance in connection with the services to be provided under this agreement.

14.5. Coretek will endeavour to ensure all subcontractors are suitably accredited, and will require proof as such.

15. Warranty and Liability

15.1. Subject to clause 11, this clause 15 sets out our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you in respect of:

15.1.1. any breach of the Contract;

15.1.2. any use made by you of the Services, the Goods or any part of them; and

15.1.3. any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

15.2. We warrant that we will perform the Services with reasonable care and skill. All other warranties, representations, conditions and terms, whether express or implied statutory or otherwise are, to the fullest extent permissible by law, excluded from the Contract.

15.3. Nothing in these Conditions or the Purchase Order limits or excludes our liability for:

15.3.1. death or personal injury resulting from our negligence; or

15.3.2. for any damage or liability incurred by you as a result of fraud or fraudulent misrepresentation by us; or

15.3.3. for any liability incurred by you as a result of any breach by us of the condition as to title or the warranty as to quiet possession implied by section 2 of the Supply of Goods and Services Act 1982.

15.3.4. Subject to condition clause 15.3, the following conditions apply:

15.3.4.1. we shall not be liable for:

15.3.4.1.1. loss of profits; or

15.3.4.1.2. loss of business; or

15.3.4.1.3. depletion of goodwill and/or similar losses; or

15.3.4.1.4. loss of anticipated savings; or

15.3.4.1.5. loss of goods; or

15.3.4.1.6. loss of contract; or

15.3.4.1.7. loss of use; or

15.3.4.1.8. loss of corruption of data or information; or

15.3.4.1.9. any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

15.3.5. our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Contract shall be limited to the aggregate price paid by you for the Goods and Services under the Contract.

15.4. Our liability to any person not party to the Contract shall be limited or excluded to the fullest extent permitted by law.

16. Drawings and Literature

16.1. All drawings, descriptive matter, specifications and advertising issued by us and any descriptions or illustrations contained in our catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods or Services described in them. They will not form part of the Contract. We do not accept liability for any errors or omissions in our written materials and we reserve the right to change drawings and/or specifications without notice.

16.2. The property, copyright and all other intellectual property rights in all inventions, designs, drawings, specifications, processes, documents, drawings, plans, photographs, illustrations prepared and other digital and printed matter and submitted to you or evolved during or as a result of work carried out pursuant to the Contract shall be owned solely by us. You shall not communicate any part of them to any third party without our written consent.

17. Consumer Protection (Distance Selling) Regulations 2000

17.1. These Regulations do not apply where:

17.1.1. you have instructed us in a face to face meeting; or

17.1.2. you are a limited company; or

17.1.3. we are providing the Services to you in the course of your business.

17.2. In some circumstances the Regulations allow a "cooling off" period of 7 working days in which you can cancel your agreement with us for legal services.

17.3. You agree that:

17.3.1. we may start work for you and incur costs on your behalf within the 7 working days "cooling off"

period. *This will affect your right to cancel under the Regulations (see below); and*

17.3.2. our work for you is ongoing and may not be completed within 30 days.

17.4. Where you receive these terms and conditions (or agree them over the Internet) prior to us beginning to provide the Goods and/or Services, you will not be entitled to cancel your agreement with us where we have started work within the "cooling off" period.

17.5. Where you have instructed us by telephone in circumstances in which we routinely enter into contracts for the supply of goods and/or services at a distance (i.e. not a one off submission of instructions by telephone), you are entitled under the Regulations to cancel the

Terms & Conditions

Contract within 7 working days after receipt of these terms and conditions or completion of the work (whichever is sooner).

18. Assignment and Third Parties

18.1. You may not assign the Contract and/or Agreement without our prior written consent (such consent not be unreasonably withheld, conditioned or delayed).

18.2. The Contract and/or Agreement is made for the benefit of you and us and (where applicable) your and our respective successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else.

19. Non-Solicitation of Staff

19.1. The customer acknowledges that the solicitation of any Coretek employee or sub-contractor(s) engaged in the provision of services under this agreement would cause Coretek to suffer a loss and accordingly the customer undertakes that it will not for a period of six months

after the completion of work under this agreement engage the services of any Coretek employee or sub-contractor(s) who have provided services to the customer under this agreement.

20. Confidentiality

20.1. Coretek acknowledges that information disclosed to it by the customer during the course of this agreement may be confidential, and accordingly, Coretek undertakes that it will not disclose any such information identified as confidential (unless it is already in the public domain), to any third party.

20.2. The customer undertakes that it will not disclose any information communicated to it by Coretek, which is identified as confidential (unless it is already in the public domain), to any third party

21. Limitation of Liability

21.1. The parties agree that Coretek's liability for any loss or damage resulting from the non-performance by Coretek of its obligations under this agreement or otherwise shall (subject to clauses 21.2 and 21.3 below) be limited to £10,000,000.

21.2. Coretek's liability for death or personal injury resulting from negligence shall not be limited.

21.3. Coretek shall not be liable to the customer for any indirect loss or damage or special, incidental or consequential damages howsoever arising of whatever nature including (without limitation) loss of profit or loss of contracts.

22. Referral Scheme

22.1. The Coretek Referral Scheme will offer a £200 credit, to the organisation making the referral (referring organization), to spend with Coretek on any services

and/or products that we offer (subject to final approval by Coretek).

Terms & Conditions



- 22.2. The Coretek Referral Scheme will also offer a £25 John Lewis voucher to the individual making the referral (referring individual).
- 22.3. The £200 credit and £25 John Lewis voucher will be paid out following the company being referred (referee) signing a unlimited support contact with Coretek.
- 22.4. Coretek cannot guarantee the availability of any individual item.
- 22.5. If the option for Coretek to contact the referee directly is selected, it is the responsibility of the referring individual to ensure that consent has been given.
- 22.6. If the option for Coretek to contact the referee is ticked, this person understands that they may receive email or phone correspondence from Coretek. There will be an option to unsubscribe at any time if required.
- 22.7. The £200 credit must be used within one year of issue.
- 22.8. Coretek reserves the right to withdraw this scheme at any time, without notice.



Microsoft Partner
Cloud Accelerate



Copyright © Coretek Ltd
Commercial Confidence

Document ID: 24038
Page 16 of 16