

Supplementary terms for the supply of Subscription Services

The Services set out in these Supplementary Terms shall be supplied by the Company to the Client on the terms and conditions set out in the Company's General Terms and Conditions and these Supplementary Terms. All definitions set out in the General Terms and Conditions shall, unless otherwise specified below, have the same meaning when used in these Supplementary Terms.

1. SUPPLEMENTARY DEFINITIONS

- 1.1 'Domain Name' means a unique name that identifies a website or other services that communicate via the Public Internet.
- 1.2 'End User' means a user of the Subscription Services.
- 1.3 'Hosted Services' means a subset of the Subscription Services which are hosted directly on the Vendor's hosting platform.
- 1.4 'Microsoft' means Microsoft Corporation, a vendor of subscription-based services.
- 1.5 'Network' means the Vendor's network infrastructure which is used to deliver the Subscription Services.
- 1.6 'Public Internet' means the world-wide collection of private and public router-based networks that are interconnected via gateways and exchange points.
- 1.7 'Registrar' means an organisation which manages the assignment and reservation of Domain Names.
- 1.8 'Service Component' means a component of the Services.
- 1.9 'Service Desk Operational Hours' means 8.00am to 6.00pm Monday to Friday, excluding bank and public holidays.
- 1.10 'Service Request' means the Client's report of an Incident or request for assistance.
- 1.11 'Subscription' means a subscription to a single licence to use the Subscription Services.
- 1.12 'Subscription Services' means services and / or Software that is provided on a subscription basis.
- 1.13 'Third Party Vendor' means a vendor (other than Microsoft) of subscription-based services.
- 1.14 'Vendor' means Microsoft and / or Third Party Vendor and / or a Registrar.

2. TERM

- 2.1 This Agreement will be deemed to come into effect on the Commencement Date and shall run for the Minimum Term as set out in the Order and thereafter for Additional Terms of one year's duration until terminated by either party.
- 2.2 The Company shall not less than ninety days prior to the end of the Minimum Term or any Additional Term thereafter, notify the Client of changes to charges and any other changes to the terms of this Agreement. In the event that:
 - 2.2.1 The Client serves notice to terminate this Agreement in accordance with clause 11 of the General Terms and Conditions or clause 9 hereof, this Agreement shall terminate at the end of the Minimum Term or any Additional Term; or
 - 2.2.2 The Client notifies the Company of acceptance of changes, the Agreement shall continue in force for the duration of an Additional Term; or
 - 2.2.3 The Client fails to notify the Company of acceptance of changes and fails to serve notice to terminate, such failures to notify the Company shall imply that the changes have been accepted and the Agreement shall continue in force for the duration of an Additional Term.

3. SUBSCRIPTION TO AND PROVISION OF SERVICES

- 3.1 The Subscription Services comprise the following Service Components:
 - 3.1.1 Microsoft 365 desktop / server applications;
 - 3.1.2 Third Party Vendor desktop / server applications (collectively, the 'Subscription Software'); and
 - 3.1.3 Microsoft 365 online applications;
 - 3.1.4 Microsoft 365 online services;
 - 3.1.5 Microsoft Azure;
 - 3.1.6 Microsoft Exchange Online;
 - 3.1.7 Third Party Vendor online vendor applications;
 - 3.1.8 Third Party Vendor online services (collectively the 'Hosted Services'); and
 - 3.1.9 SSL Certificates.
- 3.2 The specific Service Components to be provided under the terms of this Agreement are set out on the Order.
- 3.3 The Client acknowledges that the Hosted Services will be provided directly to the Client by the Vendor.
- 3.4 The Client hereby appoints the Company as its agent for the purposes of registering the Client's subscription to the Subscription Services, maintaining the Client's subscription to the Subscription Services and billing the Client for the subscription to the Subscription Services; and
 - 3.4.1 Authorises the Company to subscribe to the Subscription Services set out on the Order and described in the Service Schedule, on its behalf; and
 - 3.4.2 Agrees to at all times comply with and be legally bound by the terms of the Vendor's prevailing licence and / or service terms for the use of the Subscription Services; and
 - 3.4.3 Acknowledges that it is the Client's sole responsibility to obtain a copy of such terms and conditions and to comply therewith; and
 - 3.4.4 Agrees that any breach by the Client of the Vendor's terms and conditions shall be deemed a breach of this Agreement.
- 3.5 In respect of any Domain Name that the Client supplies to be linked with email hosting components of the Subscription Services, the Client confirms and warrants that it is the owner of or that it has been licensed by the owner to use, any relevant trademark or name as the domain name and subject to the provisions of sub-clause 10.13 of the General Terms and Conditions, indemnifies the Company against all third party claims and proceedings arising from infringement of any Intellectual Property rights of any third party in relation to the Domain Name.
- 3.6 The Company does not make any representations as to the accuracy, comprehensiveness, completeness, quality, currency, error-free nature, compatibility, security or fitness for the Client's purpose of the Subscription Services.

4. ACCEPTABLE USE

- 4.1 The Client agrees to use the Subscription Services in accordance with the provisions of this Agreement, any relevant service literature and all other reasonable instructions issued by the Company or the Vendor from time to time.
- 4.2 The Client agrees to ensure that the Hosted Services are not used by its End Users to:
 - 4.2.1 Post, download, upload or otherwise transmit materials or data which is abusive, defamatory, obscene, indecent, menacing or disruptive;

- 4.2.2 Post, download, upload or otherwise transmit materials or data uploads or make other communications in breach of the rights of third parties, including those of quiet enjoyment, privacy and copyright;
- 4.2.3 Send or knowingly receive data in such a way or amount so as to adversely affect the Network (or any part thereof) which underpins the Hosted Services, its suppliers or third parties;
- 4.2.4 Carry out any fraudulent, criminal or otherwise illegal activity;
- 4.2.5 Obtain access to restricted areas of the Network, data, systems or services;
- 4.2.6 In any manner which in the Company's reasonable opinion brings the Company's name into disrepute;
- 4.2.7 Knowingly make available or upload file that contain viruses, malware or otherwise corrupt data;
- 4.2.8 Falsify true ownership of software or data contained in a file that the Client or End User makes available via the Hosted Services;
- 4.2.9 Falsify user information or forge addresses;
- 4.2.10 Act in any way which threatens the security or integrity of any computer system;
- 4.2.11 Violate general standards of internet use, including denial of service attacks, unauthorised IP or port multicasting, spoofing, broadcasting, translation, routing, web page defacement and port or number scanning;
- 4.2.12 Connect to the Hosted Services insecure machines or services able to be exploited by others to carry out actions which constitute a breach of this Agreement including the transmission of unsolicited bulk mail or email containing infected attachments or attempts to disrupt websites and/or connectivity or any other attempts to compromise the security of other users of the Network or any other third party system;
- 4.2.13 Send email to anyone who does not wish to receive it.
- 4.2.14 Immediately notify the Company of such contravention.
- 4.3 The Client acknowledges that it responsible for all data and/or traffic originating from the equipment and/or networks that it has connected to the Hosted Services.
- 4.4 If the Client becomes aware that equipment under its control is generating data and/or traffic which contravenes this Agreement, the Client agrees to:
 - 4.4.1 Immediately disconnect (and subsequently secure prior to reconnection) such equipment;
 - 4.4.2 Immediately notify the Company of such contravention.
- 4.5 The Client acknowledges that it is solely responsible for its and its End User's use of the Public Internet and any web pages accessed using the Hosted Services.
- 4.6 The Client agrees not use the any part of the Subscription Services to disrupt or attempt to disrupt another Public Internet user's internet experience.
- 4.7 The Client agrees, subject to the provisions of sub-clause 10.13 of the General Terms and Conditions, to indemnify the Company against all costs, damages, expenses or other liabilities arising from any third party claim which arises from the Client's breach of this clause 4.

5. THE CLIENT'S OBLIGATIONS

During the term of this Agreement, and subject to the performance by the Company of its obligations hereunder, the Client:

- 5.1 Shall use the Subscription Services in accordance with the provisions of the Vendor's terms and conditions of use, this Agreement, any relevant service literature and all other reasonable instructions issued by the Company or the Vendor from time to time.
- 5.2 Shall ensure that user-names, passwords and personal identification numbers are kept secure and:

- 5.2.1 On a regular basis, change access passwords for all equipment that in the Client's reasonable opinion, may be liable to access by unauthorised persons;
 - 5.2.2 Change passwords as appropriate when employees leave;
 - 5.2.3 Use strong passwords;
 - 5.2.4 Immediately notify the Company in the event that, or there is reasonable suspicion that such information has become known to any unauthorised person;
 - 5.2.5 Acknowledge that the Company shall be entitled to temporarily suspend the Hosted Services and / or change the Client's passwords in the event that in the Company's reasonable opinion, unauthorised persons may have access to the Hosted Services.
- 5.3 Accepts that it is the Client's sole responsibility to take all reasonable steps to prevent the introduction of viruses into the Hosted Services via the Client's equipment or software.
- 5.4 Shall be solely responsible for the configuration of its internal local area network, and connection to the Public Internet and agree that any interruption in or to the Hosted Services which result from the configuration of the Client's local area network or connection to the Public Internet shall not be regarded as interruption in or suspension of the Hosted Services provided by the Company.
- 5.5 Shall be solely responsible for ensuring compliance with the terms of licence of any software that it supplies for use with the Hosted Services.
- 5.6 Promptly report to the Company any Incident that arises in the Hosted Services.

6. THE COMPANY'S OBLIGATIONS

During the term of this Agreement, and subject to the performance by the Client of its obligations hereunder, the Company shall:

- 6.1 Register and maintain the Client's subscription to the Subscription Services set out in this Agreement, subject to any service limitations set out in the Order and Service Schedule.
- 6.2 Provide a Service Desk:
 - 6.2.1 For the provision of advice and guidance in the use of the Hosted Services; and
 - 6.2.2 To respond Service Requests and make reasonable endeavours to repair any Incident that arises within the Hosted Services.

7. Clause Intentionally Unused

8. GENERAL

- 8.1 Use of the Subscription Services by the Client constitutes acceptance of the terms and conditions of this Agreement.
- 8.2 If the Company receives notification of a copyright infringement report, a request to provide a copyright infringement list, an order to impose a technical restriction or any other notice, request or order, the Client will do everything reasonably required by the Company to ensure that the Company and the Client will be in compliance with their respective obligations in respect of the provision of the Subscription Services.

9. TERMINATION

- 9.1 In addition to the provisions of clause 11 of the General Terms and Conditions, this Agreement may also be terminated:
 - 9.1.1 By either party by giving the other not less than ninety days' notice in writing to terminate on the last day of the Minimum Term or Additional Term thereafter;
 - 9.1.2 By the Client giving thirty days' notice in writing if the Company makes changes to the terms of this Agreement which are to the detriment of the Client (for the avoidance of doubt, not

including changes to charges) PROVIDED THAT such notice is given within thirty days of the effective date of the change(s);

- 9.1.3 Immediately by the Company in the event that it is so instructed by government or a regulatory body.

10. CHARGES AND PAYMENT

- 10.1 The Company shall raise invoices according to the schedule set out on the Order.
- 10.2 The Client acknowledges that it may at any time, by raising a supplemental Order:
- 10.2.1 Purchase additional subscriptions at any time during the term of this Agreement and acknowledges that at the price quoted by the Company for such additional subscriptions may differ from any previous Subscriptions purchased or quotations provided by the Company.
- 10.3 During any term of this Agreement, the Client may decrease the number of Subscriptions, PROVIDED THAT such provision is set out on the Order and subject to any limitations thereto as set out on the Order.
- 10.4 The Client agrees that unless otherwise set out on the Order, it shall be liable for termination charges, which shall be paid by way of liquidated damages:
- 10.4.1 If the Client terminates this Agreement for convenience prior to the end of the Minimum Term or any Additional Term; or
- 10.4.2 If the Company terminates this Agreement by reason of the Client's un-remedied or repeated breach of this Agreement prior to the end of the Minimum Term or an Additional Term; then
- 10.4.3 The termination charge shall comprise:
- a) If the Client has made a single payment at the commencement of the current term, no refund shall be payable by the Company; or
- b) If the Client is invoiced periodically as set out on the Order, the Charges from the date of termination to the end of the current term.
- 10.5 The Client shall not be liable for termination charges if this Agreement is terminated by:
- 10.5.1 The Client at the end of the Minimum Term or end of any Additional Term PROVIDED THAT the Client properly serves written notice to terminate, in accordance with Clause 9 of hereof and Clause 11 of the General Terms and Conditions;
- 10.5.2 The Company if it can no longer provide the Subscription Services or part thereof;
- 10.5.3 The Client by reason of the Company's un-remedied or repeated breach of the terms of this Agreement;
- 10.5.4 The Client if the Company or its supplier makes changes to the Subscription Services which materially adversely affect the Client (which for the avoidance of doubt, does not include changes to Charges);
- 10.5.5 The Client if the Company makes changes the terms of this Agreement which are materially disadvantageous to the Client PROVIDED THAT the Client complies with the provisions of sub-clause 9.1.2 hereof.

11. LIMITATIONS AND EXCLUSIONS

- 11.1 Under the terms of this Agreement, the Company does not provide the following services:
- 11.1.1 Connection of the Client's Site to the Public Internet;
- 11.1.2 Connection of the Client's Equipment to the Hosted Services;
- 11.1.3 Backup and recovery of Client's data that is stored within the Hosted Services;
- 11.1.4 The installation of Software at the Client's Site;
- 11.1.5 Web-site hosting;

11.1.6 Assistance with the use of the Services.

11.2 The Company may provide the services listed in sub-clause 11.1 under the terms of separate agreements.

11.3 Whilst the law that governs this Agreement is set out and in clause 17 of the General Terms and Conditions, the Client acknowledges that the Subscription Services, for which the Company acts solely as an agent for the Client, are provided under Vendor's terms and Conditions which are governed by Applicable Law.

Service Schedule

This Service Schedule sets out all of the Subscription Services that may be provided by the Company. The Service Components of the Subscription Services that are to be provided under the terms of this Agreement are listed on the Order.

Service Description Overview

1. Microsoft 365

The Company procures subscriptions to a number of Microsoft 365 packages, email and Azure as set out on the Order.

2. Third Party Vendor

The Company procures Subscriptions to a range of Third Party desktop applications, on-line applications and on-line services. Subscription details including number of End User Subscriptions are set out on the Order.

3. SSL Certificates

- The supply of SSL Certificates.

4. Service Desk

4.1 The Company's Service Desk will provide support in the event of:

- Loss of availability of the Hosted Services
- Incidents in the Hosted Services
- General advice in the use of the Hosted Services
- Incidents associated with the application of SSL Certificates

4.2 The Company will not provide:

- Assistance with the configuration of the Hosted Services
- Management or monitoring the Hosted Services;
- "How to" support for specific applications
- The Company may provide such support under the terms of other agreements

4.3 The Client shall raise Incident reports by one of the following methods:

- By Email to the Company's Service Desk: servicedesk@pstg.co.uk
- By Telephone to the Company's Service Desk: 0203 907 9570
- Via the Company's support portal: pstg.myportallogin.co.uk

4.4 The Service Desk is available during Service Desk Operational Hours.

5. Complaint Handling

5.1 If dissatisfied with any Services-related matter, the Client should make a complaint using the following escalation path. If the complaint remains unresolved, the Client should escalate to the next level in the escalation path.

Escalation Level	Role	Contact Details
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Escalation Level	Role	Contact Details
1	Service Desk Engineer	0203 907 9570
2	Service Desk Team Leader	0203 907 9567
3	Head of Delivery	0203 907 9561

5.2 The Company will respond to complaints within three Working Days.