

SERVICED OFFICE SERVICES AND/OR SERVICED OFFICE PLUS SERVICES TERMS AND CONDITIONS

1 DEFINITIONS AND INTERPRETATION

1.1 In these Conditions the following terms shall have the following meanings:

"Accommodation"	means the accommodation specified in the Order Form and/or the substitute accommodation allocated under clause 6.2 of these Conditions;
"Anti-Bribery Laws"	means any and all statutes, statutory instruments, by-laws, orders, directives, treaties, decrees and laws that relate to anti-bribery and/or anti-corruption, including the Bribery Act 2010;
"Building"	means the building in which the Accommodations is located as specified in the Order Form;
"Business Day"	means any and all days from Monday to Friday (inclusive) in any week but excluding English bank holidays or public holidays;
"Charges"	means the costs and charges payable by the Licensee to the Licensor for the Serviced Office Services and/or Serviced Office PLUS Services including any additional charges as referred to in clause 8.4, as calculated and payable in accordance with the Order Form and/or these Conditions;
"Commencement Date"	means the commencement date of the Serviced Office Services and/or Serviced Office PLUS Services as specified in the Order Form;
"Common Parts"	means any parts of the Building used by the Licensee in common with other occupiers of the Building which are designated by the Licensor from time to time including but not limited to entrance halls, corridors, lifts, staircases, landings and other means of access to the Building the use of which is necessary to obtain access to and egress from the Accommodation together with any break-out rooms, cafes, bars, communal seating and spaces but not the Accommodation or any areas used exclusively by the Licensor's staff or accommodation licensed to other occupiers;
"Conditions"	means these terms and conditions for the supply of Serviced Office Services and/or Serviced Office PLUS Services;
"Confidential Information"	has the meaning ascribed to it in clause 16.1;
"Deposit"	means the sum specified in the Order Form;
"Document"	means any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form;
"End Date"	means the date set out in the Order Form;
"Equipment"	means (if any) the hardware equipment to be supplied (whether sold, licensed and/or loaned) under this Licence as set out in an Order Form;
"Intellectual Property Rights"	means all intellectual and industrial property rights including patents, know-how, registered trade marks, registered designs, utility models, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trade marks, rights to prevent passing off for unfair competition, copyright, database rights, topography rights and any other rights in any invention, discovery or process, in each case in the United Kingdom and all other countries in the world and together with all renewals and extensions;
"Licence"	means the agreement between the Licensee and the Licensor for the provision of the Serviced Office Services and/or Serviced Office PLUS Services incorporating these Conditions and the Order Form;
"Licensee Information"	means as defined in clause 3.2;
"Licensee Input Materials"	means all Documents, Licensee Information and materials provided by the Licensee relating to the Serviced Office Services and/or Serviced Office PLUS Services, including computer programs, data, reports and specifications and any other materials specified as Licensee Input Materials in this Licence;
"Licensor Software"	means any software (whether on premise software or software as a service (SaaS)) licensed or otherwise made available by the Licensor to the Licensee to enable the Licensee to use and/or benefit from the Serviced Office Services and/or Serviced Office PLUS Services, as set out in the Order Form, but excluding any Third Party Software;
"Licence Year"	means a period of twelve months commencing from either (i) the Effective Date of this Licence; or (ii) any subsequent annual anniversary of the Effective Date;
"Licensee"	means the person, firm or company specified in the Order Form and any other person appearing to act within that person, firm or company's authority and includes where relevant the Licensee's permitted assigns;
"Licensor"	means Daisy Corporate Services Trading Limited a company registered in England and Wales with company registration number 2888250 whose registered office is Wavenet Group, Second Floor Once Central Boulevard, Central Boulevard, Blythe Valley Park, Shirley, Solihull, B90 8BG;
"Licensor Personnel"	means the Licensor's employees, agents, sub-contractors and consultants and any other person(s) authorised by the Licensor engaged in the Serviced Office Services and/or Serviced Office PLUS Services;
"Effective Date"	means, subject to clause 2.1, the date on which the last party executes the Order Form and this Licence is formed;
"Emergency"	means a state of emergency that demands immediate action resulting from a danger or threat of danger to the United Kingdom from foreign or domestic sources and declared to be in existence by governmental authority;
"End User"	means any individual end user of the Serviced Office Services and/or Serviced Office PLUS Services, including but not limited to the employees of the Licensee;
"Group"	means together a party, its Parent Undertakings, its Subsidiary Undertakings and the Subsidiary Undertakings of any of its Parent Undertakings from time to time;
"Normal Working Hours"	means 9.00am to 5.30pm on any Business Day;
"Order Form"	means the order form or other document to which either these Conditions are attached or that is expressed to incorporate or be subject to these Conditions;
"Parent Undertaking"	has the meaning given to it in section 1162 of the Companies Act 2006;
"Pre-Existing Materials"	means all Documents, Software, information and materials provided by the Licensor relating to the Serviced Office Services and/or Serviced Office PLUS Services that existed prior to the Commencement Date, including computer programs, any Licensor portal, data, reports and specifications;
"Products"	means any Equipment and/or Software to be supplied under this Licence as set out in an Order Form;

"Relevant Laws"	means any statute, regulation, bylaw, ordinance or subordinate legislation that is in force for the time being to which a party is subject; the common law as applicable to the parties (or any one of them); any binding court order, judgment or decree applicable to the parties (or any one of them); and any applicable industry code, standard or accreditation terms that are either (i) enforceable by law that is in force for the time being, and/or (ii) stipulated by any regulatory authority to which the Serviced Office Services and/or Serviced Office PLUS Services are subject;
"Retail Price Index"	means the Retail Price Index (RPI all items) published by the Office for National Statistics in the United Kingdom or any successor body (or, if such index ceases to be published, any equivalent index);
"RPI Figure"	means the monthly figure provided by the Retail Price Index;
"RPI Review Date"	has the meaning ascribed to it in clause 8.3;
"Serviced Office Services and/or Serviced Office PLUS Services"	means the services supplied by the Licensor under or in connection with this Licence, as specified in an Order Form which enables the Licensee to use the Accommodation and access the Common Parts;
"Software"	means (if any) Licensor Software and/or any Third Party Software;
"Subsidiary Undertaking"	has the meaning given to it in section 1162 of the Companies Act 2006;
"Term"	means the period of occupation as set out in the Order Form, commencing on the Commencement Date and terminating on the End Date;
"Third Party Software"	means any Vendor software (whether on premise software or software as a service (SaaS)) made available by the Licensor to the Licensee to be used by the Licensee in connection with the Serviced Office Services and/or Serviced Office PLUS Services;
"Variation"	means any change to these Conditions, the Specific Conditions and/or any other provision of this Licence made in accordance with clause 18.1 or 18.2; and
"Vendor"	means any third party manufacturer of Equipment and/or third party owner and/or licensor of any Third Party Software.

1.2 In this Licence, except where the context otherwise requires or unless otherwise specified:

- 1.2.1 words denoting the singular include the plural and vice-versa;
- 1.2.2 the headings or sub-headings are for convenience only and shall not in any way affect the interpretation of this Licence;
- 1.2.3 a reference to a statute, statutory provision or any subordinate legislation shall unless otherwise stated be construed as including a reference to that statute, provision or subordinate legislation as in force at the date of this Licence and as from time to time modified or consolidated, superseded, re-enacted or replaced (whether with or without modification) after the date of this Licence and a reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- 1.2.4 words importing the singular include the plural and vice versa, words importing a particular gender include the other gender and the neuter and a reference to a "person" shall include a reference to any natural person, corporation (wherever incorporated), partnership, trust, unincorporated association, any form of governmental or supra governmental body, agency or authority;
- 1.2.5 references to "the parties" shall unless otherwise expressly stated, be construed as references to the Licensee and the Licensor, and the term "party" shall be construed accordingly; and
- 1.2.6 a reference to writing or in writing includes emails.

1.3 Any undertaking by the Licensee to do something or not to do something shall be deemed to include an undertaking that the Licensee will be responsible for procuring that any End User of the Serviced Office Services and/or Serviced Office PLUS Services including (without limitation) any of the Licensee's employees, agents or contractors, shall do or not do such thing.

2 LICENCE FORMATION

2.1 A signed Order Form constitutes the Licensee's offer to the Licensor to take the Serviced Office Services and/or Serviced Office PLUS Services. The Licensor is under no obligation to accept any Order Form and may, in its absolute discretion, reject or amend any proposed Order Form. This Licence shall only come into force and bind both parties once:

- 2.1.1 the Licensee's offer is accepted by an authorised representative of the Licensor signing the Order Form or the Licensor commencing the provision of the Serviced Office Services and/or Serviced Office PLUS Services; and
- 2.1.2 the credit status of the Licensee being to the satisfaction of the Licensor (in the Licensor's sole and absolute discretion).

2.2 A quotation for the Serviced Office Services and/or Serviced Office PLUS Services given by the Licensor shall not constitute an offer. A quotation shall only be valid for a period of 20 (twenty) Business Days from its date of issue.

2.3 All quotations, estimates and tenders are given and Licences are made by the Licensor subject to and only upon the terms and conditions of this Licence, which cannot be varied unless agreed in writing by the Licensor in accordance with clause 18. These Conditions are the only terms and conditions on which the Licensor will supply any Serviced Office Services and/or Serviced Office PLUS Services to the Licensee under an Order Form and will apply to the exclusion of all other terms and conditions including any terms and conditions that the Licensee purports to apply under any purchase order, confirmation, of order or similar document, (whether or not such document is referred to in this Licence) and any terms and conditions that may otherwise be implied by trade, custom, practice or course of dealing. Unless expressly set out in this Licence, all other terms, conditions and warranties that are implied by law are excluded to the fullest extent permitted by law.

2.4 In the event of a conflict or inconsistency between any of the documents that constitute this Licence, the following descending order of precedence shall apply:

- 2.4.1 the Order Form;
- 2.4.2 these Conditions;
- 2.4.3 any other documents referred to in the Order Form or in these Conditions.

2.5 For the avoidance of any doubt, the fact any document listed in clause 2.4 is silent on a particular matter whereas any of the documents with lower precedence make provision for the same, shall be deemed not to give rise to a conflict or inconsistency.

2.6 Any delay or failure to supply Serviced Office Services and/or Serviced Office PLUS Services under this Licence shall not entitle the Licensee (to the extent that any such entitlement exists to terminate this Licence) to terminate any other Licence for other equipment, software and/or services between the parties, whether or not entered into under these Conditions or otherwise.

3 CUSTOMER INFORMATION AND CUSTOMER INPUT MATERIALS

3.1 The Licensee shall be responsible for providing to the Licensor all Licensee Input Material and Licensee Information relevant to the supply of the Products and the provision of Serviced Office Services and/or Serviced Office PLUS Services (as the case may be) in a timely manner and shall ensure that it is accurate and complete in all material respects to enable the Licensor to perform its obligations under this Licence.

3.2 Without limitation to the generality of clause 3.1, the Licensee shall ensure that the details set out in an Order Form and any drawings, sketches, specifications (including without limitation in respect of the type and capacity of any available or installed connectivity), descriptions or instructions supplied by the Licensee or any agent or representative of the Licensee in connection with the supply of any Products or Serviced Office Services and/or Serviced Office PLUS Services (as the case may be) ("**Licensee Information**") are accurate, up to date and fully describe the Licensee's requirements.

3.3 The Licensee will inform the Licensor promptly of any subsequent changes to any Licensee Information and/or Licensee Input Material that the Licensee supplies to the Licensor in connection with this Licence.

4 TERM AND MINIMUM TERM

4.1 This Licence shall commence on the Effective Date and shall continue in full force and effect for the Term unless it is terminated in accordance with clause 11 (Force Majeure) or 13 (Termination), or any other express right of termination provided for in this Licence.

5 SERVICED OFFICE SERVICES AND/OR SERVICED OFFICE PLUS SERVICES

5.1 In consideration of the payment by the Licensee of the Charges, the Licensor will provide the Serviced Office Services and/or Serviced Office PLUS Services for the Term.

5.2 The Licensor retains control, possession and management of the Building and the Accommodation and the Licensee has no right to exclude the Licensor from the any part of the Building or the Accommodation.

5.3 The Licensor permits the Licensee to share with the Licensor the use of the Accommodation and any Common Parts.

6 LICENSOR'S RIGHTS AND OBLIGATIONS

6.1 In supplying Products, the Licensor warrants that the Products shall conform as to the quality, quantity, description and specification described in the Order Form.

6.2 In providing the Serviced Office Services and/or Serviced Office PLUS Services, the Licensor will:

6.2.1 use reasonable skill and care;

6.2.2 use Licensor Personnel who are suitably skilled and experienced to perform tasks assigned to them;

6.2.3 comply with all Relevant Laws that are applicable to the Licensor and the performance of the Serviced Office Services and/or Serviced Office PLUS Services generally;

6.2.4 keep the sanitary facilities in the Building in working order and properly cleaned and equipped;

6.2.5 keep the Accommodation adequately lit during Normal Working Hours;

6.2.6 maintain and renew, as may be required from time to time, the fire fighting equipment in the Accommodation;

6.2.7 provide the Accommodation in accordance with the inventory, which the Licensee shall have signed on or before the Commencement Date;

6.2.8 provide insurance sufficient to meet the requirements of the Employer's Liability (Compulsory Insurance) Act 1969 in respect of the Licensor's employees and which covers property belonging to or provided by the Licensor; and

6.2.9 have the right at any time to enter the Accommodation to inspect it in order to provide the Serviced Office Services and/or Serviced Office PLUS Services, to make repairs and alterations and to show the Accommodation to prospective licensees.

6.3 The Licensor may require the Licensee to use any similar sized office accommodation in the Building that the Licensee may allocate from time to time and such substituted accommodation shall become the Accommodation for the purposes of this Licence.

7 LICENSEE'S RIGHTS, OBLIGATIONS AND ACKNOWLEDGEMENTS

7.1 The Licensee will:

7.1.1 observe and adhere to the rules and regulations from time to time made by the Licensor for the management of the Accommodation and Building and which are recorded in the welcome pack provided on or before the Commencement Date and which may be updated from time to time;

7.1.2 comply with the terms of the shared internet acceptable use policy a copy of which will be provided on or before the Commencement Date and which may be updated or amended by the Licensor from time to time. The Licensee will indemnify the Licensor for any loss and damage caused by any breach of the shared internet acceptable use policy whether by the Licensee, its employees, agents or visitors and will be solely responsible for any criminal sanctions arising from such a breach;

7.1.3 ensure that the Licensee's computer networks and systems are secured and protected against viruses, cyberattacks and other potential compromises at all times. For the avoidance of doubt, the Licensor shall not be responsible for taking any steps to ensure, warrant or guarantee the security of any internet, wireless access or other computer systems provided by the Licensor;

7.1.4 conduct the Licensee's business from the Accommodation so as not to interfere with the Licensor or any other clients or licensees in the Building and comply with all laws and any other requirements regulating the conduct of the Licensee's business;

7.1.5 ensure that all electrical items have been PAT tested as required by UK legislation and, if items have not been PAT tested, tests may be carried out on the Licensee's equipment by the Licensor or its agents and the cost charged to the Licensee;

7.1.6 vacate and hand back the Accommodation on the End Date. The Accommodation must be left in the same condition as it was found at the Commencement Date without any wear and tear caused by the Licensee's occupation. The Licensor accepts no responsibility for any item of furniture, personal effects, or other belongings left in the Accommodation and the Licensor may dispose of such property in accordance with clause 13.6.3 of these Conditions;

7.1.7 on the End Date, return to the Licensor all keys and other means of access to the Accommodation and the Building and whenever any key or other means of access is lost, report such loss immediately to the Licensor and pay on demand the cost of replacements and the cost of changing any locks;

7.1.8 indemnify the Licensor and its officers, employees and agents, from all claims, liability, loss, damages and costs incurred arising out of the Licensee's use of the Accommodation and/or the Common Parts. The Licensee shall maintain adequate insurance against all such risks and provide copies of such insurance to the Licensor on request. Failure to provide such copies of such insurance to the Licensor may result in termination of this Licence;

7.1.9 cooperate with the Licensor and comply with the Licensor's reasonable requests and those of its licensors, and/or their representatives of the Building to permit the Licensor, its licensors or their representatives access to all parts of the Building including those parts occupied by the Licensee in order to ensure that the Licensor fully complies with its covenants under the lease of the Building;

7.1.10 comply with the covenants of the lease notified by the Licensor to the Licensee or any licence expressly granted by the Licensor's licensors to the Licensee (if any) specifically relating to the Licensee's occupation and/or use of the Building, and relating to access and use of Common Parts and any parking spaces used by the Licensee at the Building during any period of occupation of the Building;

7.1.11 immediately vacate the Building in the following circumstances:

7.1.11.1 on determination of the lease of the Building (howsoever arising);

7.1.11.2 expiry of the Term; or

7.1.11.3 pursuant to an express term of the Licensor's lease, in order to enable the Licensor to comply with any covenants and restrictions under the lease of the Building or pursuant to any obligations owed to the landlord or written demand of the landlord whether under the lease, any variation to the lease or ancillary agreement entered into with its licensor.

7.2 The Licensee may:

7.2.1 carry on the Licensee's business in the Accommodation subject to compliance with this Licence but the Licensee does not represent or warranty that the Building has permission for the particular business to be carried on by the Licensee;

7.2.2 use (in common with other occupiers in the Building) the sanitary facilities provided; and

7.2.3 have access to the Accommodation 24 hours a day, 365 days a year.

- 7.3 The Licensee shall not:
- 7.3.1 impede or interfere with the Licensor's right of possession and control of the Building and Accommodation;
 - 7.3.2 use the Accommodation for purposes unconnected to the Licensee's business and in any event for any illegal or immoral activity or anything likely to cause nuisance, harm or disruption to any other occupier or licensee in the Building nor use the Building or Common Parts or Accommodation as sleeping quarters or for cooking food, but for the avoidance of doubt the Licensee is permitted to warm food in the microwaves provided as an incident to the use of the Accommodation for business purposes;
 - 7.3.3 alter the Accommodation, its partitioning or any fixtures or fittings without the prior written consent of the Licensor. Any alterations shall be removed, and the Accommodation returned to its original state, prior to the last day of the Licence;
 - 7.3.4 damage any of the decorations, fixtures and fittings or other equipment in the Building and/or Accommodation;
 - 7.3.5 use the Accommodation or any part of the Building in any way so as to annoy or disturb the Licensor or any other occupier or licensee in the Building;
 - 7.3.6 bring pets into the Accommodation;
 - 7.3.7 affix or display anything in the windows or doorways of the Accommodation or any part of the Building without the Licensor's prior written consent;
 - 7.3.8 be entitled to any compensation as a result of any failure to provide any of the Serviced Office Services and/or Serviced Office PLUS Services in accordance with this Licence where such failure is due to any breakdown or strike or delay or failure of any staff, manager or caretaker to perform their duties;
 - 7.3.9 use any services in the Accommodation other than those offered or permitted by the Licensor;
 - 7.3.10 provide any services for any other occupier in the Building which are already provided by the Licensor without the Licensor's prior written consent;
 - 7.3.11 use the Building or Accommodation as a registered office or address or as a director's address or office registered at Companies House; or
 - 7.3.12 permit any member of the Licensee's staff, or any of the Licensee's visitors, to act or fail to act in any manner which affects the mental, physical or emotional wellbeing of the Licensor's staff, agents or consultants or any other occupier or licensee in the Building or visitor to the Building.
- 7.4 The Licensee acknowledges that:
- 7.4.1 it shall occupy the Accommodation under a licence to occupy, created by these Conditions together with the Order Form and that no landlord and tenant relationship, or tenancy of any kind, is created pursuant to Part II of the Landlord and Tenant Act 1954;
 - 7.4.2 without prejudice to clause 7.4.1, if the Licensee claims or it is determined that the provisions of sections 24 to 28 of the Landlord and Tenant Act 1954 apply to this Licence, the Licensee shall indemnify and keep the Licensor indemnified against all liabilities, claims, actions, proceedings, losses, damages and expenses which are brought against or incurred by the Licensor and which arise from, or are in connection with, such claim or determination;
 - 7.4.3 the security and integrity of the Building is of paramount importance to the Licensor, the Licensee, and other licensees of the Licensor. The Licensor therefore reserves the right to refuse access to, or to eject from, the Building any Licensee employee, sub-contractor or representative of the Licensee who in the reasonable opinion of the Licensor acts or threatens to act in any way which may or does compromise the security or integrity of the Building; and
 - 7.4.4 it is not sharing possession of the Accommodation or the Building with the Licensor.

8 CHARGES

- 8.1 The Charges shall be as set out in the Order Form.
- 8.2 All Charges referred to under these Conditions or the Order Form are (unless otherwise stated) exclusive of Value Added Tax (VAT) and any taxes of a similar nature, which may from time to time be introduced, that will be payable by the party paying the relevant sum at the rates in force at the date of the relevant invoice.
- 8.3 Unless otherwise agreed in the Order Form and without prejudice to any other price review provisions in this Licence, the Charges shall be reviewed each Licence Year on or after the first anniversary of the Effective Date during the Term (the "RPI Review Date") and, in the event of any increase in the RPI Figure during that Licence Year, the Charges then in force under the terms of this Licence shall be increased with effect from the RPI Review Date in the same proportion to any increase in the RPI Figure calculated from the RPI Figure last published before the Effective Date (or from the previous RPI Review Date (if any)) to the RPI Figure last published before the applicable RPI Review Date.
- 8.4 Additional charges will apply for services rendered outside the scope of the Serviced Office Services and/or Serviced Office PLUS Services, at the Licensor's then applicable standard rates.
- 8.5 The Charges are inclusive of rates, service charges, building management, building insurances (but excluding the Licensee's own fittings and content), lighting, heating, water rates, cleaning, security and the use of reception and kitchen facilities.

9 INVOICING, PAYMENT AND DEPOSIT

- 9.1 The Licensor shall be entitled to raise invoices at the times and/or frequency set out in the Order Form or, if no such times are provided for, at any time prior to the Commencement Date.
- 9.2 Unless e-billing is expressly excluded in an Order Form, invoices will be made available for download by the Licensee and the Licensee will be notified at the e-mail address set out in the Order Form, or at such other email address as is notified in writing to the Licensor by the Licensee, that the invoice is ready for downloading. Where e-billing is expressly excluded in an Order Form, the invoice may be sent to the registered address of the Licensee (or other address of the Licensee) at an additional cost to the Licensee as set out in the Order Form.
- 9.3 Unless otherwise stated in the Order Form or otherwise expressly provided in this Licence, subject to clauses 9.6 and 9.4, all Charges shall be paid by the Licensee in full and cleared funds and within 30 (thirty) days from the date of each invoice. Payment of all sums due to the Licensor shall be made without any set-off whatsoever.
- 9.4 The Licensee shall pay the Deposit in full and cleared funds no less than 14 (fourteen) days prior to the Commencement Date. The Licensor shall be under no obligation to provide the Serviced Office Services and/or Serviced Office PLUS Services unless and until the Deposit has been paid in accordance with this clause 9.4.
- 9.5 If payment of any sum payable to the Licensor is not made on or before the due date, the Licensor shall be entitled to charge interest thereafter on such sum at either the rate of 4 (four) per cent per annum above the current base rate of HSBC Bank plc from time to time.
- 9.6 If the Licensee, acting reasonably and in good faith towards the Licensor, intends to dispute any amount due under an invoice, the Licensee must do so in writing to the Licensor within 30 (thirty) days of the date of the invoice and provide the Licensor with all relevant information and evidence in support of the disputed charge and must in any event pay in accordance with clause 9.3 any part of such invoice that is not disputed in accordance with this clause.
- 9.7 The Licensee shall procure that its owners and/or assigns are made aware of the Licensor carrying out searches with credit reference agencies relating to the creditworthiness of the Licensee and/or its owners and assigns and the Licensee shall, upon the Licensor's request, promptly supply or procure the supply of all information requested for a credit search with a credit reference agency.
- 9.8 Any omission or delay by the Licensor in invoicing any Charges for the Serviced Office Services and/or Serviced Office PLUS Services shall not prohibit the Licensor from raising an invoice at a later date nor shall it relieve the Licensee of any liability to pay the same.
- 9.9 The Licensor will return the Deposit to the Licensee within 60 (sixty) days of the End Date provided the Licensee has complied with its obligations and subject to any deduction(s) that the Licensor in its sole discretion deems necessary including, but not limited to, the deduction of an amount in respect of any damage to and the cost of returning the Accommodation to its original state following the determination of the Licence including the costs of any work carried out by contractors to be exclusively approved and engaged by the Licensor to remedy any wear and tear during the Term so as to reinstate the Accommodation, including the administrative costs of doing so, and repairing and reinstating the items in the inventory to the same condition as they were in at the Commencement Date or replacing the same if in the Licensor's sole discretion it is not possible or cost-effective to repair or reinstate the same.

- 9.10 If the cost of the monthly services provided by the Licensor exceeds 50% of the Deposit the Licensee shall, if required by the Licensor, increase the Deposit by up to 50% of such cost on demand within 14 (fourteen) days.
- 9.11 In the event of any deduction from the Deposit due to the Licensee's default, the Licensee shall replace any sum deducted within 14 (fourteen) days of being notified of such deduction failing which the Licensor may, in its exclusive discretion, immediately terminate the Licence by excluding the Licensee from the Building and the Accommodation.
- 9.12 For the avoidance of doubt and for the purposes of this Licence all alteration and reinstatement works to the Accommodation must be undertaken by contractors exclusively approved and engaged by the Licensor with the costs of the works being paid for by the Licensee either by way of a deduction to the Deposit in the case of reinstatement works or by a charge being raised for alteration works to be paid by the Licensee. The Licensor reserves the right to require the upfront payment of the cost of any alteration works before the works are undertaken by the Licensor's contractor.
- 10 LIMITATION AND EXCLUSION OF LIABILITY**
- 10.1 Save as expressly set out in these Conditions or otherwise in this Licence, the Licensor makes no warranty in respect of the supply of Products and/or Serviced Office Services and/or Serviced Office PLUS Services and all other terms, conditions and warranties, which may otherwise be implied into this Licence by law or course of dealings between the parties, are hereby excluded to the fullest extent legally permissible.
- 10.2 Nothing in this Licence excludes or restricts the Licensor's liability for:
- (a) death or personal injury resulting from its negligence or its employees' negligence (while acting in the course of their employment);
 - (b) any fraud, fraudulent misrepresentation or fraudulent misstatement;
 - (c) breach of any condition to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; and/or
 - (d) anything for which the Licensor cannot at law limit or exclude its liability.
- 10.3 Subject to clauses 10.2 and 10.4, the Licensor's liability to the Licensee for breach of contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising under or in connection with the performance or contemplated performance of its obligations under or in connection with this Licence, including any liability arising from a breach of, or a failure to perform or defect or delay in performance of its obligations under this Licence in any Licence Year shall not exceed 100% of the Charges paid or payable in respect of the Licence Year during which the acts or omissions giving rise to the liabilities occurred.
- 10.4 Subject to clause 10.2, the liability of the Licensor to the Licensee for breach of contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising under or in connection with the performance or contemplated performance of its obligations under or in connection with this Licence in respect of damage to or loss of leasehold or freehold real estate property shall not exceed £5,000,000 (five million pounds) in aggregate.
- 10.5 Subject to clause 10.2, under no circumstances shall any member of the Licensor's Group be liable to the Licensee under or in connection with this Licence for breach of contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise for any indirect, special or consequential losses or for any of the following losses or damages (in each case whether direct, indirect, special or consequential) even if such losses and/or damages were foreseeable or in the parties' reasonable contemplation or the relevant party was advised of the possibility of them in advance:
- 10.5.1 loss of profits;
 - 10.5.2 loss of business;
 - 10.5.3 depletion of goodwill, reputation or loss of opportunity and/or similar losses;
 - 10.5.4 loss of anticipated savings;
 - 10.5.5 loss of contract;
 - 10.5.6 loss of production, operating time or use;
 - 10.5.7 liability of the Licensee to third parties;
 - 10.5.8 any loss to or interference with or corruption of any programs, information or data be it during the delivery, storage or transmission of the same or otherwise;
 - 10.5.9 any pure economic loss or damages;
 - 10.5.10 the death of, or injury to, the Licensee or its employees, agents, consultants or other individuals who it may invite to the Building;
 - 10.5.11 damage to any property of the Licensee or that of the Licensee's employees, agents, consultants or other individuals who it may invite to the Building;
 - 10.5.12 any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Licensee or the Licensee's employees in the exercise or purported exercise of the rights granted by this Licence;
 - 10.5.13 any loss or damage howsoever arising from the use of the wireless or other internet access or computer systems that the Licensor might provide;
 - 10.5.14 any loss or damage howsoever arising from the Licensee being relocated or vacated from any part of the Building;
 - 10.5.15 any loss or damage howsoever arising from any requirement to vacate or the Licensee being vacated from the Building at the end of the Term; or
 - 10.5.16 failure to have any of the office facilities available to the Licensee because of use by any other person within the Building and the Licensor shall not be liable if, for any temporary reason, the Licensee shall be unable to obtain access to the Accommodation.
- 10.6 Each party will take reasonable steps to mitigate a loss, including where that loss occurs as a result of anything that may give rise to a claim under an indemnity.
- 10.7 The parties agree that the limitations and exclusions of liability set out in this Licence reflect the allocation of risk agreed between them and that such limitations and exclusions of liability are proportionate to the Charges to be paid to the Licensor. The Licensee acknowledges and accepts that the Licensor has recommended that the Licensee effects insurance for any losses or liabilities caused by any act or omission of the Licensor that shall not be recoverable from the Licensor under this Licence.
- 10.8 The parties acknowledge that this Licence is not a tenancy within Part II of the LTA 1954.
- 10.9 Without prejudice to clause 10.8, if the Licensee claims or it is determined that the provisions of sections 24 to 28 of the LTA 1954 apply to this Licence, the Licensee shall indemnify and keep the Licensor indemnified against all liabilities, claims, actions, proceedings, losses, damages and expenses which are brought against or incurred by the Licensor and which arise from, or are in connection with, such claim or determination.
- 10.10 The parties acknowledge and agree that should any of the below circumstances or events occur that either directly or indirectly affects the Licensor's ability to perform the Serviced Office Services and/or Serviced Office PLUS Services, the Licensor will not be liable for any failure to perform the relevant Serviced Office Services and/or Serviced Office PLUS Services to the extent that:
- 10.10.1 any act or omission of the Licensee, its agents, representatives or End Users prevents or delays the Licensor complying with its obligations;
 - 10.10.2 the Licensee does not comply with its obligations under this Licence;
 - 10.10.3 any failure or delay of the Licensee in complying with the Licensor's reasonable instructions, in providing any information requested by the Licensor or in providing any approvals related to the Serviced Office Services and/or Serviced Office PLUS Services prevents or delays the Licensor complying with its obligations;
 - 10.10.4 an incident results from an action or omission of any third party other than the Licensor (or its sub-contractors or third party providers) that affects the Licensor's ability to perform the relevant Serviced Office Services and/or Serviced Office PLUS Services; or
 - 10.10.5 the parties pre-agree in writing and/or pre-plan any undertakings such as preventative maintenance or planned infrastructure changes in advance that affects the Licensor's ability to perform the relevant Serviced Office Services and/or Serviced Office PLUS Services during that agreed period of time.

11 FORCE MAJEURE

- 11.1 If a party is prevented, hindered or delayed in or from performing any of its obligations under this Licence by any reason outside the reasonable control or responsibility of that party including, without limitation, for the failure of any carrier to provide network services, capacity and/or connectivity (or any element thereof) to the Licensor on which it was reliant for the purposes of this Licence, any act of God, acts of public enemies, terrorist attacks, nuclear chemical or biological contamination, inclement weather, accidental damage, vandalism, utility outage or failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labour disturbance, denial of service attack, hacking, spamming, virus or other hostile computer program, war, blockade, riot, explosions, embargo, pandemic, any act or omission or regulation(s) of Government, highways authorities, or other competent authorities but not including, without limitation, an inability to pay, market circumstances or other circumstances that may make the terms of this Licence unattractive to a party ("Force Majeure Event"), that party shall not be in breach of this Licence or otherwise liable to the other party for any such failure or delay in the performance of such obligations and the time for performance of such obligations shall be extended accordingly.
- 11.2 The party prevented, hindered or delayed in or from performing any of its obligations under this Licence by a Force Majeure Event will;
- 11.2.1 promptly notify the other party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance; and
- 11.2.2 use reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this Licence in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.
- 11.3 If any Force Majeure Event prevails for a continuous period of more than 30 (thirty) days, either party may terminate the affected part(s) of this Licence by giving 7 (seven) days' written notice to the other party. On the expiry of this notice period, the relevant part(s) of this Licence will terminate accordingly, without affecting the remaining part(s) of this Licence.

12 SUSPENSION

- 12.1 Without prejudice to any other right of the Licensor to suspend or terminate any or all of the Serviced Office Services and/or Serviced Office PLUS Services and/or delivery of any Products under these Conditions, the Licensor may at its sole discretion elect to suspend provision of the Serviced Office Services and/or Serviced Office PLUS Services (including access to the Building, Accommodation and/or Common Parts) or supply of any Products until further notice without liability to the Licensee having given the Licensee reasonable notice either orally (confirming such notification in writing) or in writing in the event that:
- 12.1.1 subject to clause 9.6, the Licensee has failed to pay the Charges (or any of them) to the Licensor within 14 (fourteen) days of written notice from the Licensor notifying the Licensee of its intention to suspend if payment of the overdue amount is not remedied;
- 12.1.2 the Licensee has failed to pay the Deposit (or any increased Deposit under clause 9.10 or replacement Deposit under clause 9.12) to the Licensor within 5 (five) days of written notice from the Licensor notifying the Licensee of its intention to suspend if payment of the overdue amount is not remedied;
- 12.1.3 an Emergency occurs and/or the Licensor is obliged to comply with an order, instruction or request of the Government, an emergency services organisation or other competent administrative or regulatory authority;
- 12.1.4 the Licensor has reasonable grounds to believe that the Serviced Office Services and/or Serviced Office PLUS Services are being used for fraudulent or unlawful means or by an unauthorised third party or in an unauthorised or fraudulent manner or that there has been or is likely to be a breach of security (including a breach of the Licensee's obligations under clause 7);
- 12.1.5 any licence or lease under which the Licensor has the right to supply any of the Serviced Office Services and/or Serviced Office PLUS Services or deliver the Products is revoked, amended or otherwise ceases to be valid;
- 12.1.6 there are reasonable grounds for the Licensor to believe that the health and safety of its employees may be compromised in the performance of the Serviced Office Services and/or Serviced Office PLUS Services and/or delivery of the Products;
- 12.1.7 Licensor Personnel are abused or mistreated during the performance of the Serviced Office Services and/or Serviced Office PLUS Services; or
- 12.1.8 any maintenance or repair is necessary (for the purposes of new provision, updating facilities, general maintenance or otherwise) or required to any third party network or related systems or equipment or the Building (for the avoidance of doubt, in the event of emergency maintenance or repair, the Licensor may not be able to give any advance notice).
- 12.2 The Licensee shall reimburse to the Licensor all reasonable costs and expenses incurred by the implementation of a suspension pursuant to clauses 12.1.1, 12.1.2, 12.1.4, and/or 12.1.7 and the recommencement of the provision of the Serviced Office Services and/or Serviced Office PLUS Services as appropriate.

13 TERMINATION

- 13.1 Without prejudice to clauses 13.2 or 13.3, this Licence may be terminated immediately by either party by notice in writing to the other if the other party materially breaches its obligations under this Licence and in the case of breaches that are capable of remedy such party fails to remedy such breach within 30 (thirty) days of the written notice by the other party, provided that such notice contains details of what the breach is and requests that the breach is remedied by reference to this clause 13.1.
- 13.2 Notwithstanding anything to the contrary expressed or implied in this Licence, either party (without prejudice to its own rights) may terminate this Licence immediately on notice in writing to the other party, in the event that:
- 13.2.1 the other party suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a partnership) any partner of the partnership is deemed either unable to pay their debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986; or
- 13.2.2 the other party commences or proposes to commence negotiations with all, or any class of, its creditors with a view to rescheduling any of its debts, or makes a proposal for, or enters into any compromise or arrangement with its creditors; or
- 13.2.3 an application is made to court, or an order is made, for the appointment of an administrator, a notice of intention to appoint an administrator is given, or an administrator is appointed over the other party; or
- 13.2.4 a floating charge holder over the assets of that other party has become entitled to appoint, or has appointed, an administrative receiver; or
- 13.2.5 a person becomes entitled to appoint a receiver over the assets of the other party, or a receiver is appointed over the assets of the other party; or
- 13.2.6 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 (fourteen) days; or
- 13.2.7 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.2.1 to clause 13.2.6 (inclusive); or
- 13.2.8 the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.
- 13.3 The Licensor shall be entitled to terminate this Licence immediately on notice in writing to the Licensee in circumstances where it also has a right to suspend the provision of the Serviced Office Services and/or Serviced Office PLUS Services pursuant to clauses 12.1.1 to 12.1.8 (inclusive).
- 13.4 Any implied right to terminate for convenience that the Licensee may have under Relevant Law is hereby expressly excluded.
- 13.5 Without prejudice to any other right the Licensor may have, the Licensor may terminate any relevant part of this Licence and/or terminate any licence granted pursuant to clause 14.1 or clause 20.2 without terminating the whole Licence in the event of either (i) an irremediable breach by the Licensee of clause 14 or 20 (as applicable) or (ii) following notice by the Company in writing of a breach by the Customer of clause 14 or 20 (as applicable) that is capable of remedy, the Customer fails to remedy the breach within 30 (thirty) days of the receipt of such notification.
- 13.6 The termination of this Licence shall be without prejudice to any rights or liabilities that have accrued prior to such termination. Any provision of this Licence that expressly or by implication is intended to survive termination shall survive the termination of this Licence.

- 13.7 Following notice to terminate this Licence being served by either party pursuant to this clause 13, the Licensee unless otherwise agreed in writing by the parties, is responsible for extracting, transferring or downloading, as appropriate, any and all data, records and information of the Licensee that the Licensee has direct electronic access to as part of the Serviced Office Services and/or Serviced Office PLUS Services and that the Licensee wishes to retain. The Licensee will confirm in writing to the Licensor without undue delay that all relevant data migration has been completed.
- 13.8 On termination of this Licence for any reason:
- 13.8.1 unless otherwise agreed in writing by the parties, all licences granted under this Licence shall immediately terminate;
- 13.8.2 each party shall make available for collection or, where agreed, arrange the return of and make no further use of any equipment, assets and materials and other items belonging to the other party;
- 13.8.3 the Licensor may destroy or otherwise dispose of any of the Licensee's data in its possession unless the Licensor receives, no later than 10 (ten) days after the effective date of the termination or expiry of this Licence, a written request for the delivery to the Licensee of the then most recent back-up of the Licensee's data or other data then in the Licensor's possession or control. The Licensor shall deliver the said back-up or other data of the Licensee within a reasonable time of such written request, subject to such assistance being chargeable and calculated on a time and materials basis at the Licensor's prevailing standard rates and subject to payment of any relevant third party costs; and
- 13.8.4 the Licensor shall be entitled (but not obliged) to retain any of the Licensee's furniture, personal effects or other belongings present at the Accommodation at the End Date until such time as all arrears owed to the Licensee have been paid or other losses made good and in the event of non-payment within 14 (fourteen) days, the Licensor shall be entitled, pursuant to the Torts (Interference with Goods) Act 1977, to dispose of any such goods in settlement of any arrears under this Licence and the costs of disposal (and the Licensee agrees to and shall indemnify the Licensor against any losses expenses or claims the Licensor incurs or suffer as a result of the exercise of its rights under this clause if the costs of disposal shall exceed the value of the goods that have been disposed of).

14 SOFTWARE

Licensor Software

- 14.1 Where the Licensor provides Licensor Software, the Licensor grants to the Licensee a non-exclusive, non-transferable, royalty free, revocable licence for the Licensee to use the Licensor Software (and any connected documentation) solely for the Term, for the Licensee's internal business purposes and for the purposes of this Licence. The Licensee's use of any Licensor Software shall constitute the Licensee's consent to the relevant licence terms contained within the relevant Licensor Software (in a click through form or otherwise) or otherwise notified to the Licensee from time to time. If required by the Licensor, the Licensee shall sign such separate licence agreement as may be reasonably required by the Licensor for the Licensee to be licensed to use the Licensor Software.
- 14.2 Save as otherwise expressly provided for in this Licence, the licence under clause 14.1 for any Licensor Software is personal to the Licensee and the Licensee is only licensed to use the Licensor Software for the benefit of the Licensee in accordance with the express terms of this Licence and not further or otherwise. Any licence for any Licensor Software shall terminate automatically upon the termination of this Licence.
- 14.3 The Software and the Software documentation and any Intellectual Property Rights of whatever nature therein shall remain the property of the Licensor or its licensors or the applicable third party. The Licensee acknowledges that it shall not acquire any right, title or interest in or to any Licensor Software other than the right to use such software under this Licence and the applicable licence terms.
- Third Party Software**
- 14.4 Where the Licensor provides Third Party Software, the Licensee shall sign or otherwise consent to the relevant end user licence agreement as required by the Licensor or relevant Vendor to protect the Vendor's interest in the Third Party Software and for the Licensee to be able to use the Third Party Software, including any such licence terms that are embedded in any Third Party Software in a click through form or otherwise.
- 14.5 The Licensee shall comply with all licence terms and conditions applicable to Third Party Software, including those that are embedded in any Third Party Software in a click through form or otherwise and those that are notified by Licensor or the Vendor to the Licensee from time to time.
- 14.6 The Licensee acknowledges that:
- 14.6.1 its continued use of any Third Party Software is conditional on its compliance with the licence terms and conditions applicable to such Third Party Software, as notified to the Licensee by the Licensor or the Vendor, as set out in this Licence and/or as embedded in any Third Party Software in a click through form or otherwise; and
- 14.6.2 it shall not acquire any right, title or interest in or to any Third Party Software other than the right to use such software under this Licence.

General

- 14.7 The Licensee shall notify the Licensor immediately if the Licensee becomes aware of any unauthorised use of the whole or any part of any Software (or connected documentation).
- 14.8 Except as permitted by Relevant Law or as expressly permitted under this Licence, the Licensee shall not translate, adapt, disassemble, decompile, reverse engineer, modify, duplicate the functionality of, adapt, enhance or extend any Software (or any part of it) or copy the relevant manual or documentation (or any part of it) without the Licensor's prior written consent and will not distribute or disclose the Software to any third party other than as expressly permitted in this Licence.
- 14.9 The Licensee shall not combine, merge or otherwise permit any Software (or any part of it) to become incorporated in any other software, application or program, nor arrange or create derivative works based on the Software.
- 14.10 The Licensee shall not, copy the Software or connected documentation (or any part of it), except for permitted back-ups in accordance with the relevant licence terms, provided that the Licensee keeps accurate and up-to-date records of such copying containing such information as the Licensor reasonably requests.
- 14.11 The Licensee's use of the Software is limited to the number of access points set out in the Order Form and the Licensee agrees that any attempt to use the Software by more than the specified number of End Uses shall constitute a material breach of this Licence and/or the relevant Vendor licence agreement.
- 14.12 The Licensee shall, and shall procure that all End Users shall, comply with all Software licence terms and conditions, including those that are embedded in any Software in a click through form or otherwise.
- 14.13 The Licensee acknowledges and accepts that the Licensor shall have no liability to the Licensee in the event that an End User is unable to access any Products and/or Serviced Office Services and/or Serviced Office PLUS Services due to failure to provide any necessary Licensee Input Materials or the Licensee's failure to agree to or to comply with any relevant licence terms for Software.
- 14.14 The Licensee shall not, distribute, license, sell or otherwise deal in or encumber the Software (or connected documentation).
- 14.15 The Licensee shall not use the Software and/or Software documentation on behalf of or make it available to any third party or allow or permit a third party to do so, save as otherwise provide in and in accordance with the relevant licence terms.
- 14.16 The Licensee shall effect and maintain adequate security measures to safeguard the Software from theft or unauthorised use.
- 14.17 The Licensee shall not use the Software contrary to any restriction set out in this Licence or otherwise in a way that is not expressly permitted by this Licence. The Licensee's right to use the Software and any connected documentation shall not include the rights of any third party to use or have access to the Software and any documentation and in any event, the Licensee shall ensure that all such use does not exceed the Licensee's permitted use in accordance with the relevant licence terms.
- 14.18 The Licensee's obligations and undertakings under this clause 14 and under any relevant licence terms shall survive termination of any Software licence and/or this Licence.

15 CALL MONITORING

The Licensor may monitor and record calls made to or by the Licensor by or to the Licensee (and/or any of their employees or personnel), for training purposes, to improve the quality of its services and to assist with complaint handling. The Licensee undertakes to make its employees and personnel aware of the rights reserved by the Licensor under this clause in accordance with the Data Protection Laws (as defined below).

16 CONFIDENTIALITY

16.1 The Licensor and the Licensee will keep in confidence any information of the other, whether written or oral, of a confidential nature obtained under or in connection with this Licence (“**Confidential Information**”) except to the extent any disclosure is required by law and subject to clause 16.2. The Licensee and the Licensor will not, without the consent of the other, disclose such Confidential Information to any person other than:

- 16.1.1 their employees, contractors or professional advisers who shall require the information in order for the Licensee or the Licensor to fulfil its obligations under this Licence; or
- 16.1.2 in the case of the Licensee, its End Users to the extent that they are required to use or access the Serviced Office Services and/or Serviced Office PLUS Services and/or Products.

16.2 Information shall not be treated as Confidential Information if it is:

- 16.2.1 lawfully in the public domain;
- 16.2.2 lawfully in the possession of the Licensee or the Licensor before disclosure from the other has taken place;
- 16.2.3 obtained from a third person who is entitled to disclose it; or
- 16.2.4 replicated independently by someone without access or knowledge of the information.

16.3 If the Licensee receives a request under the Freedom of Information Act 2000 that encompasses any information provided to the Licensee by the Licensor in connection with this Licence the Licensee will notify the Licensor immediately of the request and give the Licensor at least 10 (ten) Business Days to make representations before releasing the requested information (save to the extent otherwise required by law).

16.4 Subject to clauses 13.7, 13.8.3 and 16.5, where a party who has disclosed Confidential Information so requests and following termination of this Licence for whatever reason, each party who has received any Confidential Information of the other party shall upon request in writing, within 30 (thirty) days:

- 16.4.1 return to the other party, in a form capable of delivery, anything containing or recording the Confidential Information, whether in the form of documents disks or any other media; and
- 16.4.2 confirm in writing that any such Confidential Information not returned has been destroyed or made permanently unusable (any third party certification would be an additional service with additional Charges applicable).

16.5 The Licensor shall not be required to return Confidential Information pursuant to clause 16.4 where the continuing use or disclosure of such Confidential Information is necessary in order for the Licensor or any member of the Licensor’s Group to exercise its rights or perform Serviced Office Services and/or Serviced Office PLUS Services under this Licence or where the Licensor is required to maintain such Confidential Information pursuant to any Relevant Laws or for any other purpose specified in this Licence.

16.6 The Licensee acknowledges that the Software and Pre-existing Materials are Confidential Information.

17 DATA PROTECTION

17.1 In this clause, unless the context otherwise requires, the following definitions shall apply:

- “Data Client” means in relation to any Protected Data whichever of; (i) the Licensee or member of the Licensee’s Group; or (ii) any customer or end-customer of the Licensee; (iii) is the Controller in relation to that Protected Data;
- “Data Protection Laws” means all applicable law relating to data protection, the processing of personal data and privacy, including without limitation: (i) the Data Protection Act 2018; (ii) UK GDPR; and (iii) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended); and references to Controller, Processor, Data Subjects, Personal Data, Process, Processed, Processing, Processor and Supervisory Authority have the meanings set out in such Data Protection Laws;
- “Data Protection Losses” means all liabilities, including all: (i) reasonable costs (including legal costs), claims, demands, actions, settlements, interest, charges, procedures, expenses, losses and damages (including relating to material or non-material damage); and (ii) to the extent permitted by Relevant Laws, (a) administrative fines, penalties, sanctions, liabilities or other remedies imposed by a Supervisory Authority; (b) compensation that is ordered by a Supervisory Authority to be paid to a Data Subject; and (c) reasonable costs of compliance with investigations by a Supervisory Authority;
- “Data Security Incident” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Protected Data transmitted, stored or otherwise Processed;
- “Data Subject Request” means a request made by a Data Subject to exercise any rights of Data Subjects under Data Protection Laws;
- “International Transfer” means a transfer to a country outside the United Kingdom and/or the European Economic Area (as it is made up from time to time) of Protected Data that is undergoing Processing or that is intended to be Processed after transfer;
- “Processing Instructions” has the meaning given to that term in clause 17.3.1(a);
- “Protected Data” means Personal Data that has been passed to the Licensor and is required to be Processed under this Licence by the Licensor as a Processor, which is more particularly described in the Data Protection Annex to these Conditions;
- “Sub-Processor” means any third party appointed by the Licensor to Process the Protected Data; and
- “UK GDPR” means the United Kingdom General Data Protection Regulation, Retained Regulation (EU) 2016/679.

17.2 Processor and Controller

- 17.2.1 The parties acknowledge and agree that, for the Protected Data, the Licensee (or the relevant Data Client) shall be the Controller and the Licensor shall be the Processor.
- 17.2.2 The Licensee authorises the Licensor to Process the Protected Data during the Term as a Processor for the purpose set out in the Data Protection Annex to these Conditions.
- 17.2.3 The Licensor shall Process Protected Data in compliance with:
 - (a) the obligations of Processors under Data Protection Laws in respect of the performance of its obligations under this Licence; and
 - (b) the terms of this Licence.
- 17.2.4 The Licensee shall (and shall if the Licensee is not the Controller ensure that the relevant Controller shall) comply with:
 - (a) all Data Protection Laws in connection with the Processing of Protected Data and/or the Serviced Office Services and/or Serviced Office PLUS Services and/or Products and the exercise and performance of its respective rights and obligations under this Licence, including maintaining all relevant regulatory registrations and notifications as required under Data Protection Laws; and
 - (b) the terms of this Licence.

- 17.2.5 The Licensee warrants to the Licensor that:
- it has all necessary rights to authorise the Licensor to Process Protected Data in accordance with this Licence and the Data Protection Laws;
 - all data sourced by the Licensee for use in connection with the Serviced Office Services and/or Serviced Office PLUS Services and/or Products, shall comply in all respects, including in terms of its collection, storage and Processing (which shall include the Licensee providing all of the required fair processing notices and information to, and obtaining all necessary consents from, Data Subjects), with Data Protection Laws;
 - it will not send any Protected Data to the Licensor that is not necessary for the Licensor to provide the Serviced Office Services and/or Serviced Office PLUS Services and/or Products; and
 - its instructions to the Licensor relating to Processing of Protected Data will not put the Licensor in breach of Data Protection Laws, including with regard to International Transfers.
- 17.2.6 If the Licensor reasonably considers that any instructions from the Licensee relating to Processing of Protected Data may put the Licensor in breach of Data Protection Laws, the Licensor will be entitled not to carry out that Processing and will not be in breach of this Licence or otherwise liable to the Licensee as a result of its failure to carry out that Processing.
- 17.2.7 The Licensee shall remain fully liable for the acts or omissions of each Data Client as if they were its own.
- 17.3 **Instructions and Details of Processing**
- 17.3.1 Insofar as the Licensor Processes Protected Data on behalf of the Licensee in connection with the provision of the Serviced Office Services and/or Serviced Office PLUS Services and/or Products to the Licensee under this Licence, the Licensor:
- unless required to do otherwise by Relevant Laws, shall (and shall ensure that any Sub-Processor shall) Process the Protected Data only on and in accordance with the Licensee 's documented instructions as set out in this clause 17 and the Data Protection Annex to these Conditions (together the "Processing Instructions");
 - shall, if Relevant Laws require it to process Protected Data other than in accordance with the Processing Instructions, notify the Licensee of any such requirement before Processing the Protected Data (unless Relevant Laws prohibit such information on grounds of public interest); and
 - promptly inform the Licensee if the Licensor becomes aware of a Processing Instruction that, in the Licensor 's opinion, infringes Data Protection Laws in the course of providing the Serviced Office Services and/or Serviced Office PLUS Services and/or Products, provided that:
 - this shall be without prejudice to clauses 17.2.4 and 17.2.5; and
 - to the maximum extent permitted by law, the Licensor shall have no liability howsoever arising (whether in contract, tort (including negligence) or otherwise) for any losses, costs, expenses or liabilities (including any Data Protection Losses) arising from or in connection with any Processing in accordance with the Licensee's Processing Instructions following the Licensee's receipt of that information under this clause (c).
- 17.3.2 The Processing of Protected Data to be carried out by the Licensor under this Licence as a Processor shall comprise the Processing set out in the Data Protection Annex to these Conditions, as may be updated from time to time as agreed in writing between the parties.
- 17.3.3 In respect of the Personal Data that the Licensor Processes as a Controller in connection with the Services and/or Products (for example, in relation to Licensee account management and billing), the Licensee will:
- provide reasonable assistance to the Licensor, including to provide fair processing notices to the relevant Data Subjects and obtaining consents, if necessary, to enable the Licensor to comply with the Data Protection Laws;
 - ensure that it is not subject to any prohibition or restriction that would:
 - prevent or restrict it from disclosing or transferring the relevant Personal Data to the Licensor, as required under this Licence; or
 - prevent or restrict the Licensor from Processing the Personal Data as appropriate in connection with this Licence.
- 17.4 **Technical and Organisational Measures**
- The Licensor shall implement and maintain, at its cost and expense, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the Processing, appropriate technical and organisational measures to ensure a level of security appropriate to the risk.
- 17.5 **Sub-Processors**
- 17.5.1 The Licensee acknowledges and agrees that the Licensor may engage third-party Sub-Processors in connection with the provision of the Serviced Office Services and/or Serviced Office PLUS Services and/or Products. The Licensor has entered or will enter into a written agreement with each Sub-Processor containing data protection obligations no less protective than those in this Licence with respect to the protection of Protected Data to the extent applicable to the nature of the Serviced Office Services and/or Serviced Office PLUS Services and/or Products provided by each Sub-Processor.
- 17.5.2 The Licensor shall make available to the Licensee the current list of Sub-Processors. The Licensor will inform the Licensee of any proposed addition or replacement of a Sub-Processor thereby giving the Licensee an opportunity to object (acting promptly, reasonably and in good faith towards the Licensor) to such changes. If the Licensee does not provide any objections within 30 (thirty) days of the notice from the Licensor regarding the proposed changes to Sub-Processors, without limiting any of its rights or remedies under the Data Protection Laws, the Licensee shall be deemed to have consented to such changes.
- 17.5.3 In the event that the Licensee rejects any proposed addition or replacement of a Sub-Processor in accordance with clause 17.5.2, without prejudice to any other rights and remedies of the Licensor:
- the Licensor shall not be liable to the Licensee for any failure to perform or delay in the performance of its obligations under this Licence arising as a result of such rejection by the Licensee of any proposed addition or replacement of a Sub-Processor; and
 - the Licensee shall bear all costs incurred by the Licensor in the procurement of a suitable replacement Sub-Processor to replace the rejected Sub-Processor (if applicable).
- 17.5.4 If the Licensor appoints a Sub-Processor, the Licensor shall:
- prior to the relevant Sub-Processor carrying out any Processing activities in respect of the Protected Data, appoint such Sub-Processor under a written Licence that imposes the same (in substance) terms to those imposed on the Licensor under this Licence that is enforceable by the Licensor; and
 - remain fully liable for the acts and omissions of each Sub-Processor as if they were its own.
- 17.5.5 The Licensor shall ensure that all persons authorised by it (or by any Sub-Processor) to Process Protected Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality (except where disclosure is required in accordance with Relevant Laws, in which case the Licensor shall, where practicable and not prohibited by Relevant Laws, notify the Licensee of any such requirement before such disclosure).
- 17.6 **Assistance with the Licensee 's Compliance and Data Subject Rights**
- 17.6.1 The Licensor shall, to the extent permitted under Relevant Laws, promptly notify the Licensee if it receives a Data Subject Request relating to the Protected Data, Products and/or Serviced Office Services and/or Serviced Office PLUS Services. Taking into account the nature of the Processing, the Licensor shall assist the Licensee by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Licensee's (or the relevant Data Client's) obligation to respond to a Data Subject Request under Data Protection Laws, provided that if the number of Data Subject Requests exceeds 3 (three) per calendar month, the Licensee shall pay the Licensor's charges calculated on a time and materials basis at the Licensor's then current prevailing rates for recording and referring the Data Subject Requests in accordance with this clause 17.6.

- 17.6.2 The Licensor shall provide such reasonable assistance to the Licensee as the Licensee reasonably requires (taking into account the nature of Processing and the information available to the Licensor) in ensuring compliance with the Licensee's obligations under Data Protection Laws with respect to:
- complying with its obligations under the Data Protection Laws relating to the security of Processing Protected Data;
 - conducting privacy impact assessments of any Processing operations and consulting with Supervisory Authorities, Data Subjects and their representatives accordingly (as such term is defined in Data Protection Laws);
 - responding to requests for exercising Data Subjects' rights under the Data Protection Laws, including by appropriate technical and organisational measures, insofar as this is possible;
 - prior consultation with a Supervisory Authority regarding high risk processing; and
 - notifications to the Supervisory Authority and/or communications to Data Subjects by the Licensee in response to any Data Security Incident, provided the Licensee shall pay the Licensor's charges for providing the assistance in this clause 17.6.2, such charges to be calculated on a time and materials basis at the Licensor's then current prevailing rates.
- 17.7 **International Data Transfers**
- The Licensor will only make an International Transfer of Protected Data if:
- 17.7.1 a competent authority or body of the United Kingdom or the European Commission (as applicable) makes a binding decision that the country or territory to which the International Transfer is to be made ensures an adequate level of protection for Processing of Personal Data;
- 17.7.2 the Licensor or the relevant Sub-Processor provides adequate safeguards for that International Transfer in accordance with Data Protection Laws, in which case the Licensee will execute (and ensure the relevant Data Client(s) execute) any documents (including data transfer agreements) relating to that International Transfer which the Licensor or the relevant Sub-Processor requires it to execute from time to time; or
- 17.7.3 the Licensor or the relevant Sub-Processor is required to make the International Transfer to comply with Relevant Laws, in which case the Licensor will notify the Licensee of such legal requirement prior to such International Transfer unless such Relevant Laws prohibit notice to the Licensee on public interest grounds.
- 17.8 **Records, Information and Audit**
- 17.8.1 The Licensor shall maintain, in accordance with Data Protection Laws binding on the Licensor, written records of all categories of Processing activities carried out on behalf of the Licensee.
- 17.8.2 The Licensor shall, in accordance with Data Protection Laws, upon prior written request make available to the Licensee in respect of the Protected Data:
- a summary of the Licensor's annual internal audit reports demonstrating the Licensor's compliance with its obligations as a Processor under Data Protection Laws; and
 - confirmation that the audit has not revealed any material vulnerability in the Licensor's systems, or to the extent that any such vulnerability was detected, that the Licensor has taken steps to remedy such vulnerability.
- 17.8.3 If the measures set out at clause 17.8.2 are not sufficient to confirm the Licensor's compliance with Data Protection Laws, the Licensor will allow for and contribute to audits, including inspections, by the Licensee (or another auditor mandated by the Licensee) as is reasonably necessary to demonstrate the Licensor's compliance with its obligations in respect of the Protected Data under Article 28 of the GDPR (and under any Data Protection Laws equivalent to that Article 28), subject to the Licensee:
- giving the Licensor reasonable prior notice of such information request, audit and/or inspection being required by the Licensee;
 - the parties mutually agreeing upon the scope, timing and duration of the audit;
 - ensuring that all information obtained or generated by the Licensee or its auditor(s) in connection with such information requests, inspections and audits is kept strictly confidential (save for disclosure to the Supervisory Authority or as otherwise required by Relevant Laws);
 - ensuring that such audit or inspection is undertaken during Normal Working Hours, with minimal disruption to the Licensor's business, the Sub-Processors' business and the business of other customers or licensees of the Licensor; and
 - paying the Licensor's reasonable charges for assisting with the provision of information and allowing for and contributing to inspections and audits.
- 17.9 **Breach Notification and Compensation Claims**
- 17.9.1 In respect of any Data Security Incident involving Protected Data the Licensor shall, without undue delay, notify the Licensee of the Data Security Incident and provide the Licensee with relevant details of the Data Security Incident and the Licensee, if it is not the Controller, shall ensure it provides such notification to the relevant Controller without undue delay.
- 17.9.2 If a party receives a compensation claim from any person relating to Processing of Protected Data, it shall promptly provide the other party with notice and full details of such claim. The party with conduct of the claim shall:
- make no admission of liability nor agree to any settlement or compromise of the relevant claim without the prior written consent of the other party (which shall not be unreasonably withheld or delayed); and
 - consult fully with the other party in relation to any such action, but the terms of any settlement or compromise of the claim will be exclusively the decision of the party that is responsible for paying the compensation.
- 17.10 **Deletion or Return of Protected Data and Copies**
- The Licensor shall, at the Licensee's written request, either delete or return all the Protected Data to the Licensee in such format as the Licensee reasonably requests within a reasonable time after the earlier of:
- 17.10.1 the end of the provision of the Serviced Office Services and/or Serviced Office PLUS Services related to the Processing of Protected Data; or
- 17.10.2 once Processing by the Licensor of any Protected Data is no longer required for the purpose of the Licensor's performance of its relevant obligations under this Licence,
- and delete existing copies (unless storage of any Protected Data is required by Relevant Laws and, if so, the Licensor shall inform the Licensee of any such requirement).
- 18 **CHANGES AND VARIATIONS TO THESE CONDITIONS AND LICENCE**
- 18.1 The Licensor may change these Conditions at any time to comply with Relevant Laws or the direction of any regulatory authority and will publish any such change online at www.dcs.tech (or at such other URL as is notified to the Licensee by the Licensor from time to time) and/or by notice in writing to the Licensee stating that these Conditions have changed and providing a link to the new Conditions, as soon as is reasonably practical in the circumstances prior to the changes taking effect.
- 18.2 Subject to clause 18.1, no variation, supplement, deletion or replacement of or from this Licence or any of its terms shall be effective unless it is made in writing and is signed by or on behalf of each party.

19 FRAUD AND SECURITY

- 19.1 The Licensee shall ensure that user names and passwords, log-in details and access codes used for the purposes of accessing or using the Serviced Office Services and/or Serviced Office PLUS Services, the Products or any systems, network elements or equipment used by it and/or End Users in connection with the Serviced Office Services and/or Serviced Office PLUS Services and/or Products are kept secure and confidential at all times and are only used by authorised users. The Licensee shall inform the Licensor immediately if the Licensee knows or suspects that an End User name or password has been disclosed to an unauthorised user, or is being used in an unauthorised way, or if there is any illegal, fraudulent or unauthorised use of the Serviced Office Services and/or Serviced Office PLUS Services and/or Products.
- 19.2 In the event of any illegal, fraudulent or unauthorised use of the Serviced Office Services and/or Serviced Office PLUS Services and/or Products, the Licensor reserves the right (at the Licensor's sole discretion) to ask the Licensee to (in which case, the Licensee shall) change any or all of the passwords the Licensee uses in connection with the Services and/or Products.
- 19.3 The Licensee accepts and acknowledges that the Serviced Office Services and/or Serviced Office PLUS Services and Products are not guaranteed to be secure and the Licensor does not guarantee the prevention or detection of any unauthorised attempts to access the Services and/or Products.
- 19.4 Any assistance given by the Licensor in relation to fraudulent and/or unauthorised use by third parties (or the prevention of such use) will be on a reasonable endeavours basis only and no liability can be accepted by the Licensor for any loss sustained by the Licensee via fraudulent and/or unauthorised means that are beyond the Licensor's reasonable control (save for any fraud and/or unauthorised use by an employee of the Licensor acting in that capacity).
- 19.5 Save to the extent expressly provided as part of the Flexspace Service by the Licensor under this Licence, the Licensee remains at all times responsible for:
- 19.5.1 preventing unauthorised or fraudulent use of the Products and/or Serviced Office Services and/or Serviced Office PLUS Services; and
 - 19.5.2 maintaining the security of all systems, network elements and equipment within its (or its employees', agents' or contractors') control.
- 19.6 Without limitation, the Licensee shall put in place and comply at all times with the following security measures:
- 19.6.1 the Licensee shall ensure that any password used in connection with the Products and/or Serviced Office Services and/or Serviced Office PLUS Services is strong and is made up of not less than eight characters, which shall include at least one number, one letter and one alphanumeric symbol;
 - 19.6.2 the Licensee shall regularly and at least every 6 (six) weeks change the password set out at clause 19.6.1 above;
 - 19.6.3 the Licensee shall restrict access to passwords to key individuals;
 - 19.6.4 the Licensee shall ensure that it has up to date anti-virus protections and that it has firewalls in place, which are maintained by the Licensee in accordance with best industry practices; and
 - 19.6.5 the Licensee shall, without delay, follow any security directions given to it by the Licensor from time to time.

20 INTELLECTUAL PROPERTY RIGHTS

- 20.1 As between the Licensee, the Licensor and any member of the Licensor's Group, the Licensee acknowledges that (i) all Intellectual Property Rights and all other rights in the Serviced Office Services and/or Serviced Office PLUS Services, the Pre-existing Materials and the Software (other than the Third Party Software) are owned by and shall remain the property of the Licensor or the applicable member of the Licensor's Group or its suppliers or licensors and (ii) the Third Party Software is owned by the relevant Vendor. Unless expressly stated to the contrary in the Order Form, by reference to this clause 20.1, all Intellectual Property Rights developed by or on behalf of the Licensor or applicable member of the Licensor's Group during the performance of the Serviced Office Services and/or Serviced Office PLUS Services shall vest in such entity absolutely.
- 20.2 Subject to clause 20.1, the Licensor hereby licenses the Licensee to use the Pre-existing Materials on a non-exclusive, royalty-free, non-transferable basis to such extent as is necessary to enable the Licensee to make use of the Products and the Serviced Office Services and/or Serviced Office PLUS Services in accordance with this Licence. Without prejudice to clause 13.5, if this Licence (or a relevant part of this Licence) is terminated for whatever reason, this licence shall automatically terminate.
- 20.3 If and to the extent that the Licensor, any member of the Licensor's Group, any sub-contractor and/or Licensor Personnel are required to use any Licensee Input Materials, Licensee Information or equipment belonging to the Licensee or any third party for the purposes of providing the Serviced Office Services and/or Serviced Office PLUS Services and/or Products, the Licensee hereby grants to the Licensor, Licensor's Group, the relevant sub-contractors and Licensor Personnel (or shall procure the grant to the Licensor of) a non-exclusive, royalty-free, non-transferable licence to use such Licensee Input Materials and/or Licensee Information and/or Licensee equipment to the extent necessary to enable the Licensor Personnel to provide the Serviced Office Services and/or Serviced Office PLUS Services and/or Products in accordance with the terms of this Licence. If this Licence is terminated for whatever reason, this licence will automatically terminate.
- 20.4 Subject to clauses 20.5 to 20.7 (inclusive) and clause 20.9 the Licensor shall indemnify the Licensee and keep the Licensee indemnified against all losses, damages, reasonable costs or reasonable expenses and other liabilities (including reasonable legal fees) incurred by, awarded against or agreed to be paid by the Licensee arising from any claim made against the Licensee for actual or alleged infringement of a third party's Intellectual Property Rights arising out of its use of the Serviced Office Services and/or Serviced Office PLUS Services (excluding any Third Party Software or Equipment) in accordance with these Conditions and this Licence.
- 20.5 If an injunction is granted as a result of a claim or action within the scope of clause 20.4 and that injunction prevents the Licensee's use of the Licensor Software, the Licensor shall, if requested to do so by the Licensee and at the Licensor's option and expense and provided that the Licensee is not in breach of clause 20.9 either:
- 20.5.1 obtain for the Licensee the right to continue using the Licensor Software in accordance with this Contract free from any liability for such infringement; or
 - 20.5.2 modify, substitute or replace the Licensor Software or any part of it so as to avoid the infringement, without materially adversely limiting the functionality of the Licensor Software; or
 - 20.5.3 refund to the Licensee the part of the Charges that directly relates to the Licensor Software (or the part of it) that the Licensee is unable to use as a result of the claim or action.
- 20.6 Clauses 20.4 and 20.5 shall not apply to the extent that any claim or action is caused or exacerbated by:
- 20.6.1 any modification to the Products or Serviced Office Services and/or Serviced Office PLUS Services made by any person other than the Licensor;
 - 20.6.2 any breach of this Licence by the Licensee;
 - 20.6.3 any use of the Products or Serviced Office Services and/or Serviced Office PLUS Services after commencement of the claim or action or (if earlier) the Licensee or an End User becoming aware of the alleged infringement;
 - 20.6.4 use of the Products and/or Serviced Office Services and/or Serviced Office PLUS Services in combination with other hardware and software not supplied by the Licensor other than a combination with hardware or software stated in this Licence as being compatible or otherwise approved by the Licensor as being necessary for the operation of, or use of the Products and/or Serviced Office Services and/or Serviced Office PLUS Services;
 - 20.6.5 information, data or programs furnished by the Licensee in the course of the supply and maintenance of the Products and/or Serviced Office Services and/or Serviced Office PLUS Services
 - 20.6.6 actions taken by the Licensor at the request or on the instructions of the Licensee;
 - 20.6.7 failure of the Licensee or an End User to use replaced or modified parts of the Products and/or Serviced Office Services and/or Serviced Office PLUS Services provided by the Licensor in order to avoid such infringement;
 - 20.6.8 use of the Products and/or Serviced Office Services and/or Serviced Office PLUS Services in a manner for which it was not designed;
 - 20.6.9 any use of the Products and/or Serviced Office Services and/or Serviced Office PLUS Services other than in accordance with the Licensor's instructions;
 - 20.6.10 any breach of Third Party Software licence terms by the Licensee or any End User; or

- 20.6.11 any Licensee Input Materials or other Intellectual Property Rights made available to the Licensor by the Licensee.
- 20.7 Subject to the provisions of clause 10 (Exclusion and Limitation of Liability), clauses 20.4 and 20.5 state the Licensor's entire liability arising from an infringement (or alleged infringement) of an Intellectual Property Right of a third party.
- 20.8 The Licensee shall obtain and maintain all necessary licences and consents and comply with all Relevant Laws in relation to the use of Licensee Input Material by the Licensor in all cases before the date on which the Serviced Office Services and/or Serviced Office PLUS Services are to start.
- 20.9 As a condition of an indemnity given by the indemnifying party ("**Indemnifying Party**") in this clause 20 the indemnified party ("**Indemnified Party**") shall:
- 20.9.1 notify the Indemnifying Party promptly of any related claims or legal proceedings or allegation that may give rise to a claim under the indemnity upon becoming aware of the same;
- 20.9.2 make no admissions relating to any claims or legal proceedings or allegations without the consent of the Indemnifying Party, such consent not to be unreasonably withheld or delayed;
- 20.9.3 not agree any settlement or compromise of such claims or legal proceedings nor make any payment on account of them without the prior written consent of the Indemnifying Party, such consent not to be unreasonably withheld or delayed;
- 20.9.4 allow the Indemnifying Party to conduct all negotiations and proceedings providing that the Indemnifying Party consults with the Indemnified Party and keeps the Indemnified Party informed with respect to a claim, legal proceedings or an allegation; and
- 20.9.5 give the Indemnifying Party all reasonable assistance to deal with the matter giving rise to a claim under the indemnity.
- 20.10 Subject to clause 20.9 the Licensee shall indemnify the Licensor and keep the Licensor indemnified against all losses, damages, reasonable costs or reasonable expenses and other liabilities (including reasonable legal fees) incurred by, awarded against or agreed to be paid by the Licensor arising from any claim made against the Licensor for actual or alleged infringement of a third party's Intellectual Property Rights arising out of use by the Licensor (or any of its suppliers) or the Licensee or any End User of the Intellectual Property Rights made available to the Licensor by the Licensee or any End User or used by the Licensee or any End User in conjunction with the Serviced Office Services and/or Serviced Office PLUS Services and/or Products.
- 21 ANTI-BRIBERY**
- 21.1 Each party shall, and shall use reasonable endeavours to procure that its officers, employees, agents and any other persons in relation to the provision or receipt of the Products and/or Serviced Office Services and/or Serviced Office PLUS Services for and on behalf of it in connection with this Licence, shall;
- 21.1.1 comply with all applicable Anti-Bribery Laws;
- 21.1.2 not offer, promise, give, request, agree to receive, receive or accept a bribe or financial or other advantage or commit any corrupt act;
- 21.1.3 have and shall maintain in place throughout the term of this Licence its own policies and procedures, including adequate procedures to ensure compliance with the Anti-Bribery Laws and the relevant policies, and will enforce them where appropriate;
- 21.1.4 not do or omit to do any act or thing that constitutes or may constitute an offence under Anti-Bribery Laws; and
- 21.1.5 provide the other party with such reasonable assistance as it may require from time to time to enable it to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with any Anti-Bribery Laws.
- 21.2 Each party shall promptly report to the other party any request or demand for any financial or other advantage of any kind received in connection with the performance of this Licence by it or by its officers, employees, agents or any other person who performs or receives (as applicable) the Serviced Office Services and/or Serviced Office PLUS Services and/or Products for or on behalf of it in connection with this Licence.
- 22 GENERAL**
- 22.1 Failure to exercise or delay in exercising on the part of either party any right, power or privilege of that party under this Licence shall not in any circumstances operate as a waiver thereof nor shall any single or partial exercise of any right power or privilege in any circumstances preclude any other or further exercise thereof or the exercise of any other right power or privilege. Any waiver of a breach of any of the terms hereof or of any default hereunder shall not be deemed a waiver of any subsequent breach or default and shall not affect the other terms of this Licence.
- 22.2 This Licence (and any non-contractual matters arising out of or in connection with it) shall be governed by and construed in all respects in accordance with English law and the Licensee hereby submits for all purposes of and in connection with this Licence to the exclusive jurisdiction of the English Courts (including in relation to non-contractual disputes).
- 22.3 The Licensee shall refer any dispute it has with the Licensor to the Licensor's complaints procedure at www.dcs.tech (or at such other URL as is notified to the Licensee by the Licensor from time to time). Nothing in this clause shall prevent the Licensee or the Licensor from exercising any rights and remedies that may be available in respect of any breach of the provisions of this Licence.
- 22.4 The parties (each acting reasonably) will attempt to resolve any dispute arising out of or relating to this Licence ("**Dispute**") through negotiations between the respective representatives of the parties having authority to settle the matter.
- 22.5 The parties shall use reasonable endeavours to resolve the Dispute using the following negotiation procedure:
- 22.5.1 where a Dispute first arises either party may serve notice in writing on the other to commence the negotiation procedure;
- 22.5.2 on receipt of a notice under clause 22.5.1 the Licensor's service delivery manager and an authorised representative of the Licensee shall meet to try and resolve the Dispute;
- 22.5.3 if the individuals referred to in clause 22.5.2 are unable to resolve the Dispute within 10 (ten) Business Days of meeting the Dispute shall be escalated to a director or other appropriate senior executive as nominated by either party;
- 22.5.4 following escalation of the Dispute to the executives referred to in clause 22.5.3, the executives shall meet as soon as practicable to try to resolve the Dispute.
- 22.6 Nothing in clause 22.5 shall prevent the Licensee or the Licensor from exercising any rights and remedies that may be available at law (including injunctive relief) in respect of any breach of the provisions of these Conditions or this Licence.
- 22.7 This Licence is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else and no third party shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Licence.
- 22.8 Any notice, invoice or other document that may be given by either party under this Licence shall be in writing (except as provided otherwise) sent for the attention of the relevant person, and to the postal address given in an Order Form (or such other postal address person as the relevant party may notify to the other party) and shall be delivered personally or sent by pre-paid, first-class post or recorded delivery. A notice is deemed to have been received, if delivered personally, at the time of delivery, in the case of pre-paid first class post or recorded delivery, 48 hours from the date of posting or if earlier upon receipt and, if deemed receipt under this clause 22.8 is not within Normal Working Hours, at 9.00 am on the first Business Day following delivery. To prove service, it is sufficient to prove that the notice was sent in the case of post, that the envelope containing the notice was properly addressed and posted.
- 22.9 Any director or representative of the Licensee who signs this Licence and/or any Variation on behalf of the Licensee will be deemed an authorised signatory and thereby the Licensor shall be entitled to rely on such signatory as binding the Licensee to the obligations in this Licence in all respects.
- 22.10 The Licensee shall not, without the prior written consent of the Licensor (which consent shall not be unreasonably withheld or delayed), assign, transfer, charge, sub-Licence or deal in any other manner with all or any of its rights or obligations under this Licence.
- 22.11 The Licensor may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Licence without the consent of the Licensee provided that the Licensor remains responsible for the acts and omissions of such sub-contractors in their performance of the Licensor's obligations under this Licence.
- 22.12 Unless specifically provided otherwise, rights arising under this Licence are cumulative and do not exclude rights provided by law.

- 22.13 Neither party shall, without the prior written consent of the other party, at any time from the Effective Date to the expiry of 6 (six) months after the termination of this Licence, actively solicit or entice away from the other party, or actively employ or attempt to employ (save where the relevant person has responded to a general advertisement for the relevant job vacancy), any person who is, or has been, engaged as an employee or sub-contractor of the other party who was directly associated with the performance or receipt of the Serviced Office Services and/or Serviced Office PLUS Services and/or Products under this Licence. Any consent given by a party in accordance with this clause 22.13 shall be subject to the other party paying a sum equivalent to twenty per cent of the then current annual remuneration of the relevant employee or sub-contractor or, if higher, twenty per cent of the annual remuneration to be paid by that party to that employee or sub-contractor.
- 22.14 If any provision (or part of a provision) of this Licence is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force.
- 22.15 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted or modified, that provision will apply with whatever minimum modification is necessary to make it valid, enforceable and legal whilst still giving effect to the commercial intention of the parties.
- 22.16 Save where the context otherwise requires, in this Licence a reference to a "person" shall include a company, body corporate, unincorporated association, state, governmental or statutory body or authority, and/or a partnership, as well as a natural person (as appropriate).
- 22.17 Except with the prior written consent of the other party, neither party shall:
 - 22.17.1 make any public statement about the Products and/or Serviced Office Services and/or Serviced Office PLUS Services or otherwise publicise this Licence or any information relating to it; or
 - 22.17.2 use any trademarks or identifying logos owned or licensed to any member of the other party in any manner.
- 22.18 Nothing in this Licence is to be construed as establishing or implying any partnership or joint venture between the parties, or as appointing any party as the agent or employee of any other party. No party shall hold out any other party as its partner or joint venture partner. Except and to the extent that this Licence expressly states otherwise, no party may incur any expenses or negotiate on behalf of any other party or commit any other party in any way to any person without that other party's prior written consent.
- 22.19 Each party shall do and execute or arrange and procure for the doing and executing of, any act and/or document reasonably requested of it by any other party to implement and give full effect to the terms of this Licence.
- 22.20 This Licence constitutes the entire agreement between the parties and supersedes any prior agreement or arrangement in respect of its subject matter. Without prejudice to clauses 3.1 and 3.2 and save in the event of fraud or fraudulent misrepresentation, neither party has entered into this Licence in reliance upon and nor shall they have any remedy in respect of, any representation or statement, illustrations, samples or descriptive material (whether made by the other party or any other person) that is not expressly set out in this Licence.
- 22.21 This Licence may be entered into in any number of counterparts and by the parties on separate counterparts, all of which taken together shall constitute one and the same instrument.

Annex - Data Processing Details

The capitalised terms used in this Annex, have the meanings provided in clause 17.1. The Processing details set out in this Annex are subject to any specific Processing details set out in or otherwise incorporated into the Order Form.

1 Subject Matter of Processing:

For the purposes of the Licensor performing this Licence.

2 Duration of the processing:

The Processing shall continue for the duration of this Licence and for any period thereafter that the Licensor continues to Process any Protected Data.

3 Nature and purpose of the processing:

To perform and/or deliver (as applicable) the Serviced Office Services and/or Serviced Office PLUS Services and/or Products as set out in this Licence and as further instructed by the Licensee.

4 Type of Personal Data:

Names, telephone numbers, email addresses, addresses of the Data Subjects set out below and any other Personal Data required to be provided to the Licensor as Protected Data in the performance of this Licence, including without limitation the performance and/or delivery (as applicable) of the Serviced Office Services and/or Serviced Office PLUS Services and/or Products.

5 Categories of Data Subjects:

Employees and customers (being natural persons) of the Licensee or the relevant Controller.