

CSUK Services Base Terms

A1. DEFINITIONS

- a. **Commencement Date** means the commencement date for the Order as specified in the applicable Transaction Document, or otherwise upon commencement of Order performance by CSUK.
- b. **Deliverable** means the tangible work product resulting from the performance of Professional Services (but excluding Products and Custom Products).
- c. **Hardware** means equipment comprising information technology, communications technology and/or imaging and printing technology, together with related documentation, accessories, parts, and upgrades.
- d. **CSUK Branded** means Products and Services bearing a trademark or service mark of Communications Solutions UK Ltd.
- e. **CSUK Business Partner** means select companies working with CSUK to promote, market, sell, support, and deliver components on the overall service
- f. **Order** means the Customer order accepted by CSUK in accordance with and subject to these Terms.
- g. **Product** means Hardware and Software listed in CSUK's standard price list at the time of CSUK's acceptance of the Order, and includes products that are modified, altered, or customized to meet Customer requirements ("**Custom Products**").
- h. **Professional Service** means consulting, integration, or technical services performed by CSUK under a Statement of Work or other Transaction Document.
- i. **Service** means Professional, Managed and Support Services.
- J. **Software** means machine-readable instructions and data (and copies thereof) including middleware and firmware and related updates and upgrades, licensed materials, user documentation, user manuals, and operating procedures. **Software License Information ("SLI")** is license information that is specific to a Software Product. SLI may be found in a file in the Software Product's directory or as information that accompanies the Software Product or in CSUK quotations.
- k. **Specification** means technical information about Products published in CSUK provided Product manuals, user documentation, and technical data sheets applicable to the Order.
- l. **Statement of Work (or "SOW")** means a Transaction Document so titled and agreed by the parties, which describes the Services to be performed by CSUK under the Order.
- m. **Terms** means these terms and conditions of the Agreement.
- n. **Transaction Document(s)** means an Order (excluding any attached standard contractual terms which purport to supersede these Terms) and any valid CSUK quotations, license terms delivered or otherwise made available to Customer with Software, Specifications, CSUK published technical data sheets, product or service descriptions, CSUK limited warranty statements delivered with or otherwise made available to Customer with Products, and mutually executed Statements of Work, all as made available by CSUK and specific to that Order, and which are incorporated into this Agreement.
- o. **Version** means a release of Software that contains new features, enhancements, and/or maintenance updates, or for certain Software, a collection of revisions packaged into a single entity and, as such, made available by CSUK to its customers (also called a "**Release**").

A2. PARTICIPATION

- a. **Global Agreement.** Customer Affiliates may participate under this Agreement through the issuance of a valid Order and acceptance by CSUK. Upon such acceptance, these Terms will apply. The Order may be subject to supplemental country specific terms to reflect local law or business practice that will take precedence over any other inconsistent terms in this Agreement. All Orders must specify a "ship to" address or Service performance location within the country.
- b. **Prior Authorization.** Any sale or license of a Product or Service under this Agreement to a Customer Affiliate in countries where CSUK does not have an Affiliate or support capabilities is subject to CSUK's prior written authorization.

A3. PRICES AND TAXES

- a. **Prices.** Product and Service prices are specified in the current local published CSUK price list at the time CSUK receives the Order, or in a valid Transaction Document. Prices are subject to change at any time prior to CSUK's acceptance of Customer's order, unless stated otherwise in a Transaction Document.
- b. **Price Validity.** Unless prices are changed by CSUK in accordance with this Agreement, prices are valid while this Agreement is in effect for the period set forth in a Transaction Document
- c. **Taxes.** Prices are exclusive of, and Customer shall pay, all taxes, duties, levies or fees, or other similar charges imposed on CSUK or on the Customer by any taxing authority related to Customer's Order, unless Customer has provided CSUK with an appropriate resale or exemption certificate for the delivery location. "Delivery location" means the location where CSUK transfers title or possession of Products to Customer or its designate or the location where Services are performed or, in the case of remote or intangible Services, where the Products being serviced are located.

A4. DELIVERY

- a. **Delivery.**
 1. CSUK will deliver new Product purchases by arranging shipping to the receiving area at the "ship to" address specified in the Order within the country in which CSUK accepted the Order. CSUK may elect in its sole discretion to deliver Software, Deliverables, Specifications, or Product documentation by enabling electronic transmission to, or electronic access or download by Customer in the country where CSUK accepted the Order. Products are retained at Customer's risk from delivery.
 2. Where a Customer is returning a Product to CSUK for any reason, the Customer retains risk for the goods, whether the Customer arranges shipment or CSUK does on the Customers behalf. Similarly, where CSUK is returning a customer owned Product to the Customer, or to an address requested by the Customer, risk for the goods remains with the customer, whoever arranges shipment.
- b. **Delivery Charges.** Transportation and handling charges are payable by Customer and will be specified in the applicable Transaction Document. Special packing, insurance or shipping arrangements will be charged separately to Customer.

A5. PAYMENT

- a. **Payment Terms.** Customer agrees to pay, without offset, all invoiced amounts within fourteen (14) days of CSUK's invoice date, unless specified otherwise in a transaction document. CSUK may change credit or payment terms for unfulfilled Orders if, in CSUK's reasonable opinion, Customer's financial condition, previous payment record, or relationship with CSUK merits such change.
- b. **Security Interest.** CSUK retains title in Products until full payment; except for Hardware purchases in the United States where title passes upon

delivery and CSUK retains a security interest in Products thereafter until full payment.

c. Late payment interest. If the Customer fails to make any payment due to CSUK under the Contract by the due date for payment (Due Date), then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England base rate from time to time. Such interest shall accrue on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount and an administration charge of 5% of the total amount due.

A6. WARRANTY PROVISIONS

a. Warranty Statements. CSUK warranty statements for Hardware, Software and Professional Services, as applicable, are contained or referred to in their respective sections of this Agreement or Partner documentation. A different limited warranty statement may apply and be incorporated in the Order if the Product is purchased as part of a system.

b. Warranty Start Date. Warranties begin on the date of delivery, or for Hardware on the date of installation if installed by CSUK. If Customer schedules or delays such installation by CSUK more than thirty (30) days after delivery, Customer's warranty period will begin on the 31st day after delivery.

c. Exclusions. CSUK is not liable under any warranty or for the provision of Services under this Agreement for any claims resulting from:

1. improper site preparation, or site or environmental conditions that do not conform to CSUK's site specifications as detailed in the applicable Transaction Document;
2. Customer's non-compliance with Specifications or Transaction Documents;
3. improper or inadequate maintenance or calibration, other than in accordance with the applicable Specification;
4. Customer or third-party media, software, interfacing, supplies, or other products not supplied or approved by CSUK;
5. modifications not performed or authorized by CSUK;
6. virus, infection, worm or similar malicious code not introduced by CSUK; or
7. any cause beyond CSUK's reasonable control, including Customer or third-party abuse, negligence, accident, loss or damage in transit, fire or water damage, electrical disturbances, transportation by Customer.

d. Non-CSUK Branded Products and Services. CSUK provides third-party products, software, and services that are not CSUK Branded "AS IS" without warranties of any kind, although the original manufacturers' or third-party suppliers' warranties shall apply where these are supplied on a "pass-through" basis by the relevant third parties.

e. Disclaimer. THE WARRANTIES AND ANY ASSOCIATED REMEDIES EXPRESSED OR REFERENCED IN THIS AGREEMENT ARE EXCLUSIVE. EXCEPT FOR ANY IMPLIED WARRANTY REGARDING TITLE, NO OTHER WARRANTY, WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED BY CSUK OR MAY BE INFERRED FROM A COURSE OF DEALING OR USAGE OF TRADE. TO THE EXTENT ALLOWED BY LOCAL LAW CSUK DISCLAIMS ALL IMPLIED WARRANTIES OR CONDITIONS INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

A7. INTELLECTUAL PROPERTY INFRINGEMENT

a. Third-Party Claims. CSUK will defend or settle any claim against Customer alleging that CSUK Branded Products (excluding Custom Products) provided under this Agreement infringe intellectual property rights in the country where they were sold, if Customer:

1. promptly notifies CSUK of the claim in writing;
2. cooperates with CSUK in the defence of the claim; and
3. grants CSUK sole control of the defence or settlement of the claim.

Subject to the terms of this section A7, CSUK will pay infringement claim defence costs, CSUK-negotiated settlement amounts, and court-awarded damages.

b. Remedies. If such a claim appears likely, then CSUK may modify the relevant CSUK Branded Products, procure any necessary license, or replace the affected item with one that is at least functionally equivalent. If CSUK determines that none of these alternatives is reasonably available, then CSUK will issue Customer a refund equal to the purchase price paid for the affected item if within one year of delivery, or the Customer's net book value thereafter.

c. Exclusions. CSUK has no obligation for any claim of infringement arising from:

1. CSUK's compliance with Customer or third-party designs, specifications, instructions, or technical information;
2. modifications made by Customer or a third party (unless acting on CSUK instructions);
3. Customer's non-compliance with the Specifications or the Transaction Documents, or
4. Customer's use with products, software, or services that are not CSUK Branded (unless acting on CSUK instructions).

d. Sole and Exclusive. This sub-section A.7. states CSUK's entire liability for claims of intellectual property infringement.

A8. INTELLECTUAL PROPERTY RIGHTS, CONFIDENTIALITY AND DATA PROTECTION

a. No rights in copyright, patents, trademarks, trade secrets, or other intellectual property are granted by either party to the other except as expressly provided under this Agreement.

b. Either party may receive or have access to technical, financial or business information which the disclosing party considers to be the confidential information of that party or its third-party contractors or suppliers ("**Confidential Information**"). The following will apply to any such Confidential Information:

- (i) Confidential Information shall be reasonably identifiable as such to the receiving party. Where practicable, Confidential Information will be marked as confidential at the time of disclosure, or if disclosed orally but stated to be confidential, will be designated as confidential in writing by the disclosing party summarizing the Confidential Information disclosed and sent to the receiving party within thirty (30) days after such oral disclosure;
- (ii) Confidential Information may be used by the receiving party only with respect to the performance of its obligations or exercise of its rights under this Agreement, and only by the employees of the receiving party and its employees, agents or contractors who have a need to know such information for purposes of this Agreement. The receiving party will protect, and will ensure that its employees, agents and contractors will protect, the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the Confidential Information as the receiving party uses to protect its own confidential information of a like nature;
- (iii) The receiving party's confidentiality obligation will be for a period of three (3) years after the date of disclosure.

c. The confidentiality obligations of the parties will not extend to information that:

- (i) was in the receiving party's possession before receipt from the disclosing party;
- (ii) is or becomes publicly known without breach by the receiving party;
- (iii) is rightfully received by the receiving party from a third party without a duty of confidentiality;

- (iv) is independently developed or learned by the receiving party; or
- (v) is disclosed by the receiving party with the disclosing party's prior written approval.

d. Customer acknowledges that certain personal information of its employees and contractors may be communicated to CSUK in the execution and performance of the Order and hereby warrants that it has obtained the consent of its employees and contractors for the processing of such personal data by CSUK for the purposes of: (i) the performance of the Order; (ii) contacting Customer in relation to other goods and services which may be of interest to Customer;

e. CSUK's Data Protection Policy is available under "Privacy Policy" on its website.

A9. LIMITATION OF LIABILITY AND REMEDIES

a. Limitation of Liability. CSUK's total aggregate liability under the relevant Order (whether in tort, for breach of contract or otherwise) is limited to the following:

- 1. in respect of a Product giving rise to the relevant liability, the total charges paid (or payable) by the Customer for that Product; and
- 2. in respect of an Order for Professional Services, the total charges paid (or payable) by the Customer for those Services.

b. Disclaimer. Except for claims by a party for infringement of their intellectual property rights against the other party, in no event will either party be liable for any incidental, indirect, special, or consequential costs or damages including, without limitation, downtime costs; lost business, revenues, or profits; failure to realize expected savings; loss or unavailability of or damage to data; or software restoration. This section shall not affect Customer's liability to pay charges when properly due.

c. Nothing in this Agreement shall restrict either party's liability for death or personal injury caused by negligence, nor for any other liability (e.g. for fraud) which may not be restricted by law.

A10. TERM AND TERMINATION

a. The term of the Order shall commence on the Commencement Date and shall continue until the earliest of the following events to occur:

- (i) expiry of any fixed term specified in the Order;
- (ii) fulfilment of both parties' obligations under the Order; or
- (iii) termination of the Order in accordance with any specific provisions of the Order or otherwise in accordance with these Terms.

b. Termination for Convenience. Unless otherwise agreed in a Transaction Document, neither party may terminate the Order for convenience. Either party may terminate this Agreement (but not individual Orders) for convenience upon thirty (30) days' prior written notice to the other party.

c. Termination for Cause. Either party may terminate the Order on written notice if the other party commits a material breach of its terms and which, if remediable, has not been remedied within a reasonable time after the other party has been notified in writing of the breach in question.

d. Termination for Insolvency. If either party becomes insolvent, is unable to pay its debts when due, files for bankruptcy, is subject of involuntary bankruptcy, has a receiver appointed, or has its assets assigned, the other party may terminate the Order immediately upon notice and may cancel any unfulfilled obligations.

e. Survival. Any terms of the Order which by their nature extend beyond termination or expiration of the Order will remain in effect until fulfilled and will apply to both parties' respective successors and permitted assigns.

f. CSUK may suspend performance of the Order if Customer fails to pay any sum due or has not cured any material breach under the Agreement, provided that Customer has first been given a reasonable opportunity to correct such default.

A11. CSUK BUSINESS PARTNERS

- a) Where Customer contracts directly with a CSUK Business Partner rather than with CSUK, CSUK is not responsible for the acts, omissions, obligations or representations of the CSUK Business Partner, nor for the functionality or performance of any other products or services that the CSUK Business Partner may supply to Customer. This statement shall not affect Customer's general legal rights outside of any contractual relationships.
- b) Where services are delivered by one or more CSUK Business Partners these Partners maintain the Customer's Data and Service Details. In the event of termination due to cause or insolvency on the part of CSUK it is anticipated that the Customer and the Partner(s) will collaborate to maintain or transfer that service or data. To the extent possible in the circumstances at the time CSUK will provide the Customer with details of the Business Partners to facilitate this process.

A12. GENERAL

a. Electronic Orders and EDI. Where facilitated under local law, the parties may do business electronically, including order placement and acceptance. Once accepted, such orders will create fully enforceable obligations subject to the terms of this Agreement. Customer and CSUK will adopt commercially reasonable security measures for password and access protection.

b. Internal Use. Products and Services acquired by Customer under this Agreement are solely for Customer's own internal use and not for resale. No sub-licensing of the Products or Services is permitted except in accordance with these Terms and any special terms agreed in the applicable Transaction Documents.

c. Force Majeure. Neither party will be liable for performance delays or for non-performance due to causes beyond its reasonable control. In the event such circumstances continue for more than three (3) months, either party may terminate the affected Orders in respect of Products and Services not yet delivered.

d. Assignment. Customer may not assign, delegate or otherwise transfer all or any part of this Agreement without prior written consent from CSUK, which shall not be unreasonably withheld. CSUK may assign, subcontract or transfer any rights and obligations hereunder to a CSUK Business Partner at any time subject to written notice.

e. Export and Import. Customer who exports, re-exports, imports, or otherwise transfers Products, technology, or technical data purchased hereunder, assumes responsibility for complying with applicable laws and regulations and for obtaining required export and import authorizations. CSUK may suspend performance under this Agreement: 1) if the Customer is in violation of this section; and 2) to the extent required by applicable export or similar regulations.

f. Governing Law. Disputes arising from this Agreement will be governed by English law.

g. Notices. All notices that are required under this Agreement will be in writing and will be considered effective upon receipt.

h. Entire Agreement. Each Order incorporating these Terms constitutes the entire agreement between CSUK and Customer regarding its subject matter, and supersedes and replaces any previous communications, representations, or agreements, or Customer's additional or inconsistent terms, whether oral or written. In the event any provision of this Agreement is held invalid or unenforceable the remainder of the Agreement will remain enforceable and unaffected thereby.

i. Waiver. Neither party's failure to exercise or delay in exercising any of its rights under this Agreement will constitute or be deemed a waiver or forfeiture of those rights.

j. Order of Precedence. Unless otherwise agreed in the relevant Order, documents will apply in the following descending order of precedence:

1. Transaction Documents consisting of license terms or limited warranty statements delivered or otherwise made available to Customer with Products;
2. these Terms;
3. all other Documents.

k. Third Party Rights. A person who is not a party to this Agreement has no right to enforce any term of this Agreement.

B. CSUK PROFESSIONAL SERVICES TERMS

B1. PROFESSIONAL SERVICES

- a. CSUK will perform the Professional Services (and provide the Deliverables, if any) as described in the relevant Statement(s) of Work (SOW) and other Transaction Documents.
- b. Unless otherwise agreed in writing, the Services shall be performed during CSUK's normal business hours (09.00 to 17.30, Monday to Friday excluding public and bank holidays).
- c. Unless otherwise required in the SOW, both parties shall use their reasonable endeavours to perform their respective obligations so as to meet any agreed timetable.

B2. PROJECT MANAGERS

Each party will appoint an individual who will serve as their primary representative ("Project Manager"). Each Project Manager will:

- a. have overall responsibility for managing and coordinating the performance of the party it represents in a prompt and professional manner; and
- b. meet with the other party's Project Manager at regular intervals to review progress and resolve any issues relating to the Professional Services. The Customer's Project Manager will be available at all times when CSUK's personnel are at Customer's premises or will designate an alternate with the same level of authority and project knowledge in the event of unavailability. Either party may change its Project Manager at any time upon giving reasonable written notice.

B3. CHANGES

Requests by Customer and recommendations by CSUK for changes to the Professional Services or Deliverables will become effective on a prospective basis only upon mutual agreement by the parties in writing and are subject to any change management procedures referred to or agreed by the parties in the applicable Statement of Work.

B4. INTELLECTUAL PROPERTY

- a. License to CSUK. Customer grants CSUK a non-exclusive, worldwide, royalty-free right and license (or sublicense) to use, copy, translate, make derivative works of, modify, make available (communicate), distribute by all means, media and support, display, perform, and transmit all items made available to CSUK and all related Customer's and third parties' intellectual and industrial property rights only to the extent necessary for CSUK to use such items and perform its obligations and exercise its rights under this Agreement.
- b. Deliverables and License to Customer. Neither party will gain by virtue of this Agreement any rights or ownership of copyrights, patents, trade secrets, trademarks or any other intellectual or industrial property rights owned by the other. CSUK will retain exclusive ownership in all Deliverables created hereunder and will own all intellectual and industrial property rights, title and interest in any ideas, concepts, know how, documentation or techniques developed under this Agreement. CSUK hereby grants Customer for the duration of all related rights a non-exclusive, perpetual, royalty-free, non-transferable right and license to use, copy, display and translate the Deliverables solely in the country(ies) in which Customer does business and solely for Customer's internal use. To the extent that the Deliverables include Software, Customer's license as set forth above is to the object code version of the Software only unless otherwise agreed in the SOW. CSUK may terminate Customer's license in the Deliverables upon notice for failure to comply with any material terms of this Agreement. In the event of termination of Customer's license, Customer will immediately destroy or return to CSUK the affected Deliverables and all partial or complete copies thereof or provide satisfactory evidence of their destruction to CSUK. Notwithstanding the license grants set forth in this sub-section 4.b., any third-party Software incorporated into any licensed Deliverable will be subject to the license terms applicable to such Software and set forth in the Statement of Work.

B5. FEES

Customer will pay to CSUK the fees specified in the applicable Statement of Work (SOW) or other Transaction Documents. In addition, Customer will be responsible for CSUK's reasonable incidental expenses at CSUK's standard rates unless otherwise stated in the Transaction Documents.

B6. ACCEPTANCE

- a. Acceptance of Professional Services will occur upon CSUK's proper performance of the Professional Services, but this shall not affect Customer's legal rights in relation to any material breach of the Agreement.
- b. For Deliverables requiring acceptance testing, and where an acceptance plan is not included in the SOW, the parties will develop and mutually agree upon an Acceptance Test Plan ("ATP"). In the event that the parties are unable to reach agreement on the ATP within thirty (30) days of the effective date of the applicable Order, each party will have the right to terminate that Order by giving written notice to such effect to the other party. In the event of such termination, CSUK will be entitled to payment for all work performed prior to the date of such termination at the rates specified in the SOW or, if none, at CSUK's standard rates.
- c. CSUK will notify Customer when a Deliverable is ready for acceptance testing and (subject to the provisions of the SOW) such testing will commence within five (5) business days of such notice. Within five (5) business days after completion of testing, Customer will either sign the acceptance report provided by CSUK or, if CSUK was unable to complete the ATP, notify CSUK in writing detailing any failure of the Deliverable to conform to the acceptance criteria in the ATP. Within a reasonable time, CSUK will correct any such non-conformance and redeliver the Deliverable for a repeat of the steps in the ATP process necessary to verify conformance with the ATP. In the event that CSUK is unable to remedy the non-conformance, Customer may, as its sole and exclusive remedy, either:
 1. accept the Deliverable without warranty, on an "AS IS" basis, subject to a reasonable price adjustment; or
 2. return the affected Deliverable to CSUK and receive a refund of amounts paid to CSUK for such Deliverable.
- d. Deliverables will be deemed accepted when: (i) Customer signs the acceptance report; or (ii) if Customer fails to sign the report or give CSUK written notice of non-conformance within 5 business days from completion of the testing; or (iii) if Customer, prior to either event, uses the Deliverable for productive use.
- e. If acceptance testing is delayed for reasons attributable to Customer or its third-party suppliers, acceptance will be deemed to occur on the 10th business day after written notice given by CSUK that the relevant Deliverable is ready for acceptance testing.
- f. If a Deliverable is provided under the SOW on a time-and-expense basis, all corrections will be performed by CSUK at the specified rates.
- g. The acceptance criteria and procedures referred to in this Agreement will only apply to the Deliverables identified in the SOW. They will not apply

to any CSUK Products or Third-Party Products which CSUK may supply or has supplied to Customer, regardless of whether they can be used in connection with the Professional Services or Deliverables. Any refund/return or penalty rights as set forth hereon apply only as provided herein.

B7. WARRANTY

CSUK warrants that the Professional Services shall be performed with reasonable skill and care in accordance with good industry practice.

B8. WARRANTY EXCLUSIONS

CSUK will not be responsible for a breach of warranty that would not have occurred but for:

- a. use of or adaptations to a Deliverable by or on behalf of Customer and which are outside the scope of its intended use or any specific CSUK instructions or authorizations contained in applicable Transaction Documents;
- b. errors or defects in software or hardware with which the Deliverable operates or interfaces, or on which the Deliverable or Professional Services otherwise rely (but excluding CSUK Branded Hardware and Software provided in connection with the Deliverable); or
- c. improper use or operation of a Deliverable by or on behalf of Customer.

B9. WARRANTY DISCLAIMER

Save as otherwise explicitly agreed in any SOW, CSUK does not warrant that Deliverables will be error free or that they will be compatible with present or future products of CSUK or other vendor.

B10. INTELLECTUAL PROPERTY INFRINGEMENT

a. Claims. CSUK will defend or settle third party claims against Customer brought in the country where the Deliverables are provided under this Agreement and arising out of or relating to:

1. CSUK's infringement of any trade secrets, copyrights, trademarks, service marks or trade names alleged to have occurred, related to the Deliverables; or
2. CSUK's knowing infringement of the patent of a third party in connection with the performance of the Professional Services or use of the Deliverables.

Subject to the terms of this section B10, CSUK will pay infringement claim defence costs, CSUK-negotiated settlement amounts, and court-awarded damages.

b. Procedures. The protection provided in this sub-section B10 will apply provided that Customer:

1. promptly notifies CSUK of any matters in respect of which the protection may apply and of which the Customer has knowledge; and
2. cooperates with CSUK in the defence or settlement of the claim.

CSUK will have full opportunity to control the response thereto and the defence thereof, including without limitation any agreement relating to settlement. Customer may participate, at its own expense, in such defence and in any settlement discussions directly or through counsel of its choice.

c. Exclusions. CSUK has no obligation for any claim of infringement arising from:

1. CSUK's compliance with Customer or third-party designs, specifications, instructions, or technical information;
2. modifications to any Deliverables by Customer or a third party (unless acting on CSUK instructions);
3. Customer's non-compliance with the Specifications, the SOW or any applicable Transaction Documents, or
4. Customer's use of Deliverables with products, software, or services that are not CSUK Branded (unless acting on CSUK instructions).

d. Infringement. In the event that an infringement claim regarding a Deliverable appears likely, CSUK may at its sole discretion either:

1. obtain for Customer the right to use the infringing Deliverable;
2. modify the infringing Deliverable so that it is no longer infringing;
3. obtain and substitute a functionally similar deliverable that is not infringing; or
4. if none of the foregoing alternatives are reasonably available, refund a pro-rata portion of the charges paid by Customer for the infringing Deliverable upon return of the same to CSUK.

e. Sole and Exclusive Remedy. This sub-section B10 states CSUK's entire liability for claims of intellectual property infringement related to Deliverables.

B11. AUTHORIZATION TO INSTALL SOFTWARE

During the provision of Professional Services, CSUK may be required to install copies of third-party or CSUK Branded Software and be required to accept license terms accompanying such software ("Shrink-Wrap Terms") on behalf of Customer. Shrink-Wrap Terms may be in electronic format, embedded in the software, or contained within the Software documentation. Customer hereby acknowledges that it is Customer's responsibility to review Shrink-Wrap Terms at the time of installation, and hereby authorizes CSUK to accept for agreed software the Shrink-Wrap Terms on its behalf.

B12. TERMINATION

a. Upon termination of any Order, Customer will pay CSUK for all Professional Services performed and charges and expenses incurred by CSUK up to the date of termination, and Customer will receive all work in progress for which Customer has paid. Should the sum of such amounts be less than any advance payment received by CSUK, CSUK will refund the difference within thirty (30) days of such termination.

b. Upon termination Customer shall return to CSUK (or at CSUK's request destroy) all information and property on any media belonging to or received from CSUK which is in the Customer's possession or control and shall confirm in writing to the Supplier that it has complied in all respects with this obligation. This provision shall not affect Customer's entitlement to retain any Deliverables which have been paid for in accordance with this Agreement.

B13. DEPENDENCIES

a. Customer will comply in a timely manner with the general obligations specified in this Agreement, together with specific Customer obligations described in the relevant Transaction Documents. Customer acknowledges that CSUK's ability to deliver the Professional Services is dependent upon such compliance, as well as the accuracy and completeness of any information and data Customer provides to CSUK.

b. Customer shall in addition provide CSUK with access to, and use of, all information, data, systems, facilities and personnel which are incidental to but reasonably required for the performance of the project or programme described in the SOW.

c. Unless otherwise stated in the SOW, Customer shall be solely responsible for maintaining separate back-up facilities for reconstruction of lost or altered files, data and programs.

B14. SIMILAR SERVICES

Nothing in this Agreement will prohibit CSUK from providing Professional Services similar to those provided hereunder to other Customers, so long as no Customer Confidential Information is used in the provision of such services.

B15. HIRING OF EMPLOYEES

Customer agrees not to solicit, or make offers of employment to, or enter into consultant relationships with, CSUK employees or consultants involved, directly or indirectly, in the performance of this Agreement within a one (1) year period of the termination or expiration of this Agreement. Customer shall not be prevented from hiring any such employee or consultant who responds to a general hiring program conducted in the ordinary course of business and not specifically directed to such CSUK employees or consultants.

B16. PUBLICITY

Neither party will publicize nor disclose to any third party without the consent of the other party either the price or other terms of this Agreement or the fact of its existence and execution, except as may be necessary to comply with other obligations stated in this Agreement. Notwithstanding the foregoing, CSUK may use Customer's name and identification of this engagement in connection with general lists of Customers and experience.

B17. CONFIDENTIALITY

- a. "Confidential Information" shall include but not be limited to, trade secrets, proprietary information, product specifications, pricing information, customer lists, and any other non-public information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party").
- b. The Receiving Party shall not disclose, reproduce, or use the Confidential Information for any purpose other than the performance of its obligations under this Agreement.
- c. The Receiving Party shall restrict access to the Confidential Information to its employees or directors who have a legitimate need to know and who are bound by confidentiality obligations at least as restrictive as those set forth in this Agreement.
- d. The obligations of confidentiality shall not apply to information that:
 - (i) is or becomes publicly available through no fault of the Receiving Party;
 - (ii) is already in the possession of the Receiving Party without an obligation of confidentiality;
 - (iii) is independently developed by the Receiving party without reference to or reliance upon the Confidential Information; or
 - (iv) is rightfully received by the Receiving party from a third party without a duty of confidentiality.
- e. The Receiving Party may disclose Confidential Information to the extent required by applicable law, regulation, or court order, provided that the Receiving Party gives the Disclosing Party prompt written notice of such requirement to enable the Disclosing Party to seek appropriate protective measures.
- f. Upon termination or expiration of this Agreement, or at the Disclosing Party's written request, the Receiving Party shall promptly return or destroy all copies of the Confidential Information in its possession or control.

B18. GOVERNING LAW

This Agreement shall be governed by and construed as in accordance with the laws of England.