



PRIMARYTECH

TERMS & CONDITIONS

SOFTWARE

EFFECTIVE DATE

August 2026

SUPPLIER

- (1) **PRIMARY TECHNOLOGIES LIMITED** is incorporated and registered in England and Wales, with company number 04760864. Its registered office is Studio 210, Monocle, 184 Ferensway, Hull, HU1 3UT (**Supplier**).

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply.

Definitions:

Agreement: the terms and conditions of this software product document, together with the Quote and the Schedules.

Commencement Date: the date the Product first becomes active, as described in condition 3.5.

Contractual Term: the minimum term specified for each Product in Schedule 1, together with any subsequent rolling periods under condition 8.

Customer Contacts: the individual(s) named in the Quote as the Customer's principal points of contact, who the Customer confirms are duly authorised to act on its behalf.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trademarks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including without limitation know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered, and including without limitation all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Location: the place or places where the Products or related services are to be delivered.

Minimum Commitment: the minimum charge or minimum user, device, resource, or data count for a specific Product, as described in Schedule 1 and the Quote.

Normal Service Hours: the service hours specified in Schedule 1.

Product: the software products and subscriptions provided by the Supplier as identified in the Quote and described in Schedule 1.

Quote: the Supplier's quotation or order documentation identifying the Products to be supplied to the Customer, which incorporates these terms and conditions.

Service Charge: the charge for the Products and any related services.

Supplier Notification Procedure: the methods of accessing support published on the Supplier's website, including telephone, customer portal, and live chat support.

Working Day: as outlined in Schedule 1.

VAT: value-added tax chargeable under English law for the time being, and any similar additional tax.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of the terms and conditions.

- 1.3 A person includes a natural person, a corporate or unincorporated body (whether or not having separate legal personality).

- 1.4 A reference to a company shall include any company, corporation or other corporate body, wherever and however incorporated or established.

- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, include the singular.

- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other.

- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

- 1.8 A reference to writing or written includes emails.

- 1.9 References to clauses and Schedules are to the clauses of and Schedules to these terms and conditions, and references to paragraphs are to paragraphs of the relevant Schedule. The Schedules form part of the terms.

- 1.10 The terms and conditions shall be deemed to have commenced on the Commencement Date.

2. APPLICATION OF CONDITIONS

- 2.1 These conditions shall:

- (a) apply to and be incorporated in the Agreement;
- (b) prevail over any inconsistent terms or conditions contained in, or referred to in, the Customer's purchase order, confirmation of order, or specification, or implied by law, trade custom, practice or course of dealing;
- (c) apply to all software Products, excluding Products supplied as part of an IT as a Service (ITaaS) or Managed Services order, which are governed by the relevant terms for those services.

- 2.2 If the Customer does not wish to be bound by these conditions, the Customer should not order or accept delivery of the Products.

- 2.3 No addition to, variation of, exclusion or attempted exclusion of any term of these terms and conditions shall be binding on the Supplier unless in writing and signed by a duly authorised representative of the Supplier.

3. EFFECT OF THE PURCHASE ORDER

- 3.1 The Customer's purchase order or signed order sent to the Supplier constitutes the Customer's offer to purchase the Supplier's Products. Once the Supplier has accepted an order from the Customer for a Product, the Customer shall not be entitled to cancel that order.
- 3.2 The acknowledgement of the purchase order by the Supplier, or the Supplier's commencement of work in providing the Products or execution of work under the purchase order, shall establish a contract for the supply of those Products and, accordingly, the purchase of the same by the Customer.
- 3.3 The Customer's standard terms and conditions (if any) attached to, enclosed with, or referred to in its purchase order shall not govern the Agreement.
- 3.4 Written requests for additional users or licences relating to an existing Agreement do not require a purchase order.
- 3.5 The Commencement Date is the date the Product first becomes active. Additional licences, users, devices, or resources added during the Contractual Term shall be co-terminous with the existing Contractual Term and shall increase the Minimum Commitment from the date of their addition; they do not change the Commencement Date.

4. SUPPLIER'S OBLIGATIONS

- 4.1 The Supplier shall use reasonable endeavours to provide the Products specified in the Customer's Quote.
- 4.2 The Supplier shall appoint the Supplier's Contact, who shall have the authority to contractually bind the Supplier on all matters relating to the Products. The Supplier shall use reasonable endeavours to ensure that the same person acts as the Supplier's Contact throughout the Contractual Term, but may replace them from time to time where reasonably necessary in the interests of the Supplier's business.
- 4.3 The Supplier shall have no obligation to perform any service not expressly agreed upon.

5. CUSTOMER'S OBLIGATIONS

- 5.1 The Customer shall:
- (a) provide the Supplier with full access to all matters relating to the Products;
 - (b) Cooperate with the Supplier in all matters relating to the Products and appoint the Customer Contacts, who shall have the authority to bind the Customer on matters relating to the Products contractually;
 - (c) provide promptly such access to the Customer's premises and data, and such office accommodation and other facilities, as is requested by the Supplier;
 - (d) provide promptly such information as the Supplier may request, and ensure that

such information is accurate in all material respects;

- (e) be responsible (at its own cost) for preparing the relevant premises for the supply of the Products;
- (f) make prompt payment for the Products provided by the Supplier within 30 days of the invoice date;
- (g) pay for any additional services requested and provided by the Supplier;
- (h) ensure the Customer Contacts meet with the Supplier in person or via video call at least three times annually; and
- (i) Use the Products only as they are designed and intended to be used, and do not use any Product to transmit, store, or receive any content that is unlawful, defamatory, or that infringes the rights of any third party.

- 5.2 Licence Compliance and Audit. The Customer agrees that the Supplier or the relevant software vendor shall be entitled, on reasonable notice, to audit the Customer's use of the Products to ensure compliance with the user limits and licence terms. If any such audit reveals that the Customer has underpaid fees or is using the Products in excess of its licensed count, the Customer shall, without prejudice to any other rights of the Supplier, promptly pay to the Supplier an amount equal to the backdated fees for such excess use, together with interest at the rate specified in condition 7.5.

- 5.3 If the Supplier's performance of its obligations is prevented or delayed by any act or omission of the Customer, the Customer's agents, sub-contractors or employees, the Customer shall in all circumstances be liable to pay the Supplier all reasonable costs, charges incurred or losses sustained or incurred by it (including, without limitation, any direct or indirect consequential losses, loss of profit, loss of reputation, loss or damage to property, injury to or death of any person and loss of opportunity to deploy resources elsewhere). The Supplier will confirm all such costs, charges, and losses with the Customer in writing.

- 5.4 Non-Solicitation and Non-Engagement. The Customer agrees that, during this Agreement and for a period of twelve (12) months after its termination, it shall not, directly or indirectly:

- (a) solicit, entice, or attempt to employ any person who is or has been an employee or subcontractor of the Supplier involved in the provision of the Products; or
- (b) engage, either as an employee, contractor, consultant or otherwise, any such person to provide services that are the same as or substantially similar to those provided by the Supplier under this Agreement.

- 5.5 The Customer acknowledges that the Supplier will suffer significant loss and damage if the Customer breaches condition 5.4. Accordingly, the Customer agrees that, in the event of any

- such breach, it shall pay to the Supplier, as liquidated damages, a sum equal to 100% of the gross annual remuneration (including salary, benefits, and any bonuses) of the employee or subcontractor who was solicited or engaged. The parties agree that this sum is proportionate to the Supplier's legitimate interest in protecting its investment in the recruitment, training, and retention of its staff, and reflects the costs of recruitment, backfill, and business disruption the Supplier would incur. The Customer warrants that it has taken, or has been allowed to take, independent legal advice on this clause.
- 5.6 The Customer shall immediately and in writing inform the Supplier of any change in the identity of the Customer Contacts at any time during the Contractual Term. The Supplier shall not be liable for any default to the extent that the Customer has failed to notify the Supplier, in writing, of any change in the Customer Contacts.
- 5.7 Until the Products are terminated, the Customer shall be solely responsible for the correct and legal use of all software.
- 6. MAINTENANCE AND CHANGES TO THE PRODUCTS**
- 6.1 The Supplier may change Product descriptions from time to time to reflect changes made by the relevant software vendor or improvements to the Products.
- 6.2 The Supplier may suspend the availability of any Product to perform maintenance or other updating work, giving the Customer reasonable notice where practicable.
- 6.3 The Supplier shall not be liable for any unavailability of any Product during any such period.
- 7. CHARGES AND PAYMENT**
- 7.1 Where additional services are provided:
- (a) The charges payable for such services shall be calculated by reference to the hourly charges listed in Schedule 2, as amended from time to time;
 - (b) charges are subject to a 12-month review by the Supplier, with the latest charges listed in the newest version of the terms and conditions document;
 - (c) The Supplier's standard daily fee rates are calculated based on an eight-hour day worked between 8.00 am and 5.00 pm on weekdays (excluding weekends and public holidays);
 - (d) The Supplier shall be entitled to charge an overtime rate of an additional 50% of the standard rate for part days and for time worked by team members outside Normal Service Hours;
 - (e) The Supplier shall ensure that all team members complete timesheets recording time spent on such services, and shall use such timesheets to calculate the charges; and
- (f) The Supplier shall invoice the Customer in advance for its charges for time, expenses and materials (together with VAT where appropriate) as outlined in Schedule 2.
- 7.2 Where the Products or services are provided for a fixed price, the total cost shall be set out in the relevant Quote and shall be paid in advance, on a periodic basis. All amounts due under this Agreement shall be paid by the Customer to the Supplier in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 7.3 Any fixed price excludes, at the discretion of the Supplier: (a) the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the team in connection with the Products or services, and the cost of any materials or services reasonably and appropriately provided by third parties required by the Supplier, which shall be invoiced by the Supplier at cost; and (b) VAT, which the Supplier shall add to its invoices at the appropriate rate.
- 7.4 Unless otherwise agreed, the Customer shall pay all invoices via the Supplier's direct debit system. Each invoice submitted by the Supplier must be paid in full and in cleared funds within 30 days of receipt.
- 7.5 Without prejudice to any other right or remedy that the Supplier may have, if the Customer fails to pay the Supplier on the due date, the Supplier may: (a) charge interest on such sums from the due date for payment at the annual rate of 8% above the Bank of England base rate, accruing daily and being compounded quarterly until payment is made, whether before or after any judgment; (b) suspend all Products until payment has been made in full; and (c) immediately invoice for all sums payable to the Supplier under the Agreement.
- 7.6 Time for payment by the Customer shall be of the essence.
- 7.7 All payments payable to the Supplier under the Agreement shall become due immediately on termination of the Agreement, despite any other provision. This condition is without prejudice to any right to claim interest under the law or under the Agreement.
- 7.8 The Supplier may, without prejudice to any other rights it may have, set off any liability of the Customer to the Supplier against any liability of the Supplier to the Customer.
- 7.9 The Supplier reserves the right to increase any additional charges, other than the fees for the Products, at any time.
- 7.10 Annual Price Adjustment. The Service Charges shall be reviewed and increased on each anniversary of the Commencement Date by the greater of: (a) the percentage increase in the UK Consumer Prices Index (CPI) published for the twelve months preceding the review; or (b) three per cent (3%). The Supplier reserves the right to propose additional price increases of up to 8% above this inflationary adjustment, subject to

thirty (30) days' prior written notice. Where the relevant software vendor imposes a price change, the Supplier may pass this change on to the Customer on thirty (30) days' prior written notice.

7.11 It shall be the sole responsibility of the Customer to monitor and manage its usage of the Products at all times. Any additional charges arising from Product overuse or misuse shall be passed on to the Customer.

7.12 Where payment for Products is made by a third party, such as a holding company, group company, or procurement framework, the Customer shall remain responsible for the terms relating to payments and charges.

8. DURATION

8.1 This Agreement shall commence on the Commencement Date. Each Product shall continue for the minimum term outlined in the specific conditions for that Product in Schedule 1 and, unless otherwise specified in the Product specification, shall continue for subsequent 12-month periods (on a rolling basis) until a termination notice is served (subject to the other provisions for termination set out in this Agreement).

8.2 Perpetual Licences. For any Products sold on a perpetual licence basis, the provisions of this Agreement relating to Contractual Term, renewal, and termination for convenience shall not apply. The licence for such Products shall continue indefinitely unless terminated for material breach.

9. SOFTWARE LICENCE AND RESTRICTIONS

9.1 Licence Grant. Subject to the terms of this Agreement, the Supplier grants to the Customer a non-exclusive, non-transferable right to permit its authorised users to use the Products specified in Schedule 1 during the Contractual Term solely for the Customer's internal business operations.

9.2 Third-Party Terms. The Customer acknowledges that its use of any Product is subject to the end-user licence agreement (EULA) and terms of service of the relevant third-party software vendor (Vendor Terms). The Supplier will make such Vendor Terms available to the Customer upon request. The Customer agrees to be bound by and comply with all Vendor Terms. The Supplier shall not be liable for any changes made by a vendor to its Product or Vendor Terms, nor for any breach of the Vendor Terms by the Customer.

9.3 Restrictions on Use. The Customer shall not, and shall not permit others to:

- (a) copy, modify, create a derivative work of, reverse engineer, decompile, or otherwise attempt to extract the source code of the software;
- (b) sub-license, resell, or distribute the software; or
- (c) Use the software in any way that is unlawful or in violation of the acceptable

use policy of the relevant software vendor.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 The Supplier shall own all Intellectual Property Rights in materials created by or on behalf of the Supplier. The Supplier licenses all such rights to the Customer free of charge and on a non-exclusive, worldwide basis to the extent necessary to enable the Customer to make reasonable use of the Products as envisaged by the parties. If the Supplier terminates the Agreement under condition 15, this licence will automatically terminate, and the Customer shall immediately cease all use of the Intellectual Property Rights and shall return, or permit the Supplier to remove, all materials embodying them.

10.2 The Customer acknowledges that the Customer's use of rights in pre-existing materials is conditional on the Supplier obtaining a written end-user licence (or sub-licence) of such rights from the relevant licensor or licensors on such terms as will entitle the Supplier to license such rights to the Customer.

10.3 In the event of termination, the Customer will cooperate fully with the Supplier to enable the prompt removal and retention (by the Supplier) of all materials embodying the Supplier's Intellectual Property Rights from the Customer's systems and equipment at the Location.

11. CONFIDENTIALITY AND SUPPLIER'S PROPERTY

11.1 The Customer shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes, or initiatives that are confidential and have been disclosed to the Customer by the Supplier or its agents, and any other confidential information concerning the Supplier's business or its products that the Customer may obtain. The Customer shall restrict disclosure of such confidential material to such of its employees, agents or subcontractors as need to know it to discharge the Customer's obligations to the Supplier, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Customer.

11.2 All materials, system configurations, training materials, deliverables, equipment and tools, drawings, specifications and data supplied by the Supplier to the Customer shall at all times be and remain the exclusive property of the Supplier. Still, they shall be held by the Customer in safe custody at its own risk, and maintained in reasonable condition by the Customer until returned to the Supplier. They shall not be disposed of or used other than in accordance with the Supplier's written instructions or authorisation.

12. INDEMNITY

12.1 The Supplier shall indemnify the Customer against any claim by any other person that the provision of the Products to the Customer in

accordance with this Agreement infringes that other person's intellectual property rights.

13. LIMITATION OF LIABILITY

13.1 The following provisions set out the entire financial liability of the Supplier (including, without limitation, any liability for the acts or omissions of its employees, agents and subcontractors) to the Customer in respect of:

- (a) any breach of the Agreement, howsoever arising;
- (b) any use made by the Customer of the Products or any part of them;
- (c) any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including, without limitation, negligence) arising under or in connection with the Agreement;
- (d) any failure by the Customer to use the software as recommended by the Supplier; and
- (e) any failure by the Customer to provide its users with the relevant training to use the systems.

13.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.

13.3 Nothing in these conditions excludes the liability of the Supplier: (a) for death or personal injury caused by the Supplier's negligence; or (b) for fraud or fraudulent misrepresentation.

13.4 Subject to condition 13.2 and condition 13.3:

- (a) the Supplier shall not in any circumstances be liable, whether in tort (including without limitation for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise, for: loss of profits; loss of business; depletion of goodwill or similar losses; loss of anticipated savings; loss of goods; loss of contract(s); loss of use; loss or corruption of data or information; service outage; or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and
- (b) the Supplier's total aggregate liability to the Customer in respect of all other losses arising under or in connection with the Agreement, whether in contract, tort (including without limitation negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, shall be limited to 100% of the total charges paid or payable by the Customer for the specific Product to which the claim relates in the twelve (12)

month period immediately preceding the date on which the claim arose.

13.5 Data Migration. Where the services include data migration, the Supplier shall use commercially reasonable endeavours to perform such migration with due care. However, the Customer acknowledges that data migration carries inherent risks. The Customer remains solely responsible for the integrity, accuracy, and completeness of its data before, during, and after the migration. The Supplier shall not be liable for any loss, corruption, or alteration of data arising from the migration process unless caused by the Supplier's gross negligence.

14. EXCEPTIONS

14.1 The Products do not include any service, maintenance, or work necessitated as a result of any cause other than the proper use of the Products in the ordinary course of the Customer's normal business and activities, including, without limitation:

- (a) failure or fluctuation of power supply, air conditioning, humidity control or other environmental conditions;
- (b) accident, transportation, neglect, misuse or default of the Customer, its employees, agents, sub-contractors or any third party;
- (c) any fault in any attachments or associated equipment which do not form part of the Products;
- (d) act of God, fire, flood, war, act of violence or any other similar occurrence;
- (e) any attempt by anyone other than the Supplier to adjust, repair or maintain the Products; or
- (f) cyber attack or data breach.

14.2 Unless specifically listed in the Product specifications in Schedule 1, the Products do not include:

- (a) support services of any kind;
- (b) supply of hardware; or
- (c) backup of any systems.

15. TERMINATION

15.1 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate the Agreement without liability to the other if:

- (a) the other party commits a material breach of any other term of this Agreement, which breach is irremediable or (if such breach is remediable) fails to remedy that breach within twenty-one (21) days after being notified in writing to do so; or
- (b) The other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to

- give effect to the terms of this Agreement.
- 15.2 The Supplier may terminate the Agreement if the Customer fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than seven (7) days after being notified in writing to make such payment.
- 15.3 This Agreement shall bind the Customer and all successors in title.
- 15.4 The Customer is not permitted to terminate this Agreement before the end of the Contractual Term in the event of a change of control, jurisdiction, ownership or conversion to an alternative status without the Supplier's prior written consent. In such circumstances, the Customer agrees to pay the price of the Products and any other associated costs or charges in full for the remaining Contractual Term, together with any additional charges relating to the handover of services.
- 15.5 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.
- 15.6 Termination of this Agreement shall not affect any rights, remedies, obligations, or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement that existed at or before the date of termination.
- 15.7 This Agreement does not automatically terminate at the end of the initial Contractual Term. It continues on a 12-month rolling basis in accordance with condition 8.1.
- 15.8 If either party wishes to terminate a Product at the end of its Contractual Term, it must:
- (a) serve a notice to terminate on the other party in accordance with condition 26; and
 - (b) ensure the notice to terminate is served before the notice deadline listed for that Product in Schedule 1 or, where none is listed, before the agreement enters the last three (3) months of the initial Contractual Term or the last three (3) months of any subsequent rolling twelve (12) months.
- 15.9 If the deadline for serving a notice to terminate has passed, termination may occur only at the end of the then-current Contractual Term, with the written agreement of the other party.
- 15.10 At the end of the Contractual Term, if neither party has served a notice to terminate, this Agreement shall continue on a rolling twelve (12) month basis until terminated in accordance with this condition 15.
- 16. EFFECT OF TERMINATION**
- 16.1 Any termination of the Agreement for any reason shall be without prejudice to any other rights or remedies a party may be entitled to under this Agreement and shall not affect any accrued rights or liabilities of either party, nor the coming into force or continuance in force of any provision of this Agreement which was expressly or by implication intended to come into or continue in force on or after termination.
- 16.2 Unless otherwise requested, termination shall take effect at the end of the final day of the Contractual Term.
- 16.3 Upon the termination of this Agreement for whatever reason, the Supplier shall:
- (a) cease provision of the Products, and all licences granted under this Agreement (other than perpetual licences under condition 8.2) shall terminate;
 - (b) where the relevant software vendor permits, transfer to the Customer, or to such person as the Customer shall nominate, administrative control of any Product tenancy or account held by the Supplier on the Customer's behalf; and
 - (c) remove any items belonging to the Supplier from the Location promptly.
- 16.4 Upon termination of the Agreement under any circumstances, all outstanding charges shall become immediately due and payable by the Customer before the execution of condition 16.3(b).
- 16.5 All Supplier responsibilities are discharged upon execution of condition 16.3.
- 17. FORCE MAJEURE**
- 17.1 The Supplier shall not in any circumstances have any liability to the Customer under the Agreement if it is prevented from, or delayed in, performing its obligations under the Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, or default of suppliers or subcontractors.
- 18. WAIVER**
- 18.1 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 19. RIGHTS AND REMEDIES**

19.1 The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

20. SEVERANCE

20.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

20.2 If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable and, to the greatest extent possible, achieves the intended commercial result of the original provision.

21. ENTIRE AGREEMENT

21.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

21.2 Each party acknowledges that in entering into this Agreement, it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this Agreement.

21.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

22. ASSIGNMENT

22.1 The Customer shall not, without the prior written agreement of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement.

22.2 The Supplier may assign, transfer, charge, subcontract, or otherwise deal with all or any of its rights or obligations under the Agreement.

22.3 This Agreement shall bind the Customer and all successors in title. If the Customer organisation is acquired, merged with, or becomes part of another organisation, the terms and conditions of this Agreement shall remain in full force and effect, and all obligations under this Agreement will be binding upon the successor organisation.

23. NO PARTNERSHIP OR AGENCY

23.1 Nothing in the Agreement is intended to, or shall operate to, create a partnership between the parties or to authorise either party to act as an agent for the other. Neither party shall have authority to act in the name or on behalf of, or

otherwise to bind, the other in any way (including, without limitation, the making of any representation or warranty, the assumption of any obligation or liability, and the exercise of any right or power).

24. THIRD-PARTY RIGHTS

24.1 No one other than a party to this Agreement, its successors, and permitted assignees shall have the right to enforce any of its terms.

25. PUBLICITY

25.1 No announcement or information concerning this Agreement or any ancillary matter shall be made or released, or authorised to be made or released, by either of the parties without the prior written consent of the other party, save as may be required to enable either of the parties to perform its obligations under this Agreement or as required by law.

26. NOTICES

26.1 Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be:

(a) delivered by hand or by pre-paid first-class post or other next working day delivery service to its registered office; or

(b) sent by email: to the Supplier at customerservices@primarytech.co.uk, or to the Customer at the email address of the Customer Contacts specified in the Quote, or such other address as the Customer has notified in writing.

26.2 Any notice or communication shall be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

(b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting or at the time recorded by the delivery service; or

(c) If sent by email, at 9.00 am on the next Working Day after transmission.

26.3 This clause does not apply to the service of any proceedings or other documents in the course of any legal action or, where applicable, any arbitration or other method of dispute resolution.

27. GOVERNING LAW

27.1 The Agreement, and any disputes or claims arising out of or in connection with it or its subject matter or formation (including, without limitation, non-contractual disputes or claims), are governed by and construed in accordance with the law of England and Wales.

28. JURISDICTION

- 28.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).
- 29. DATA PROTECTION**
- 29.1 In these conditions, the terms Controller, Processor, Data Subject, Personal Data, Special Categories of Personal Data, Processing, Data Protection Impact Assessment, and Personal Data Breach shall be as defined in Data Protection Legislation, and "Data" shall mean the Personal Data and Special Categories of Personal Data provided to the Supplier by the Customer in connection with these conditions.
- 29.2 The Customer acknowledges that it is a Controller and the Supplier is a Processor.
- 29.3 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 29 does not relieve, remove or replace a party's obligations under the Data Protection Legislation.
- 29.4 The Supplier shall:
- (a) ensure that its employees process the Data only on the Customer's instructions as set out or referred to in these conditions to provide the Products;
 - (b) provide appropriate technical and organisational measures: (i) to ensure the protection of the rights of the Data Subjects; and (ii) to ensure an appropriate level of security, assessing in particular the risks presented by Processing, to protect the Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Data transmitted, stored, or otherwise Processed;
 - (c) take all reasonable steps to ensure the reliability of any of its staff who have access to and/or Process Data in connection with the Products, including duties of confidentiality under their employment contracts;
 - (d) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with applicable obligations under the Data Protection Legislation concerning security of Processing, Personal Data Breach notifications and communications, Data Protection Impact Assessments, and consultations with supervisory authorities or regulators;
 - (e) notify the Customer without undue delay after becoming aware of a Personal Data Breach;
 - (f) notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation;
 - (g) at the written direction of the Customer, delete or return the Data to the Customer after the end of the provision of the Products relating to Processing, except that: (i) the Supplier may keep any Data if required by any applicable laws to store the Personal Data; and (ii) the Supplier may keep Data stored in any system back-ups; and
 - (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 29 and provide access to the same for an audit. Any audits must be no more than once in a twelve (12) month period, must be on not less than thirty (30) days' notice, must be conducted within the Supplier's regular business hours, must cause minimal disruption to the Supplier, and shall be at the Customer's sole cost.
- 29.5 The parties acknowledge that the Supplier will also use services and/or products from sub-processors to provide the Products under these conditions and that, in doing so, the Supplier may transfer Data to such sub-processors. Accordingly:
- (a) The Customer consents to the appointment by the Supplier of the sub-processors listed in Schedule 3;
 - (b) The Supplier may appoint new sub-processors or make changes to the list in Schedule 3, provided that it notifies the Customer in writing a reasonable period in advance of any new sub-processor being granted access to Data. The Customer may object on reasonable data protection grounds in writing to the appointment of any new sub-processor, provided it does so no later than 14 days after receiving the notice referred to in condition 29.5(b). If the parties cannot agree on a solution within a reasonable timeframe, the Supplier may terminate the affected Products.
- 29.6 The Supplier shall: (a) agree written contractual obligations with each sub-processor which are at least equivalent to the obligations imposed on the Supplier pursuant to this clause 29; and (b) if applicable, ensure that appropriate safeguards are in place before internationally transferring Personal Data to its sub-processors.
- 29.7 The Customer agrees that, to provide the Products under these conditions, the Supplier will transfer the Data to sub-processors (including affiliates) as stated in this clause 29. Where the Supplier transfers the Data outside the United Kingdom and the European Economic Area (EEA) to third countries which, at the time of the transfer, are not covered by adequacy regulations made by the Information Commissioner's Office or the European Commission under the Data Protection Legislation (each an "International Transfer"), the Supplier shall ensure that an agreement is in place with the relevant sub-processor(s) which incorporates the EU Standard Contractual Clauses (EU SCCs) and the UK International

Data Transfer Addendum to the EU SCCs (the "EU SCCs and UK Addendum") or, if the EU GDPR does not apply, the UK International Data Transfer Agreement.

- 29.8 Subject to conditions 29.9 to 29.11, the Supplier shall remain fully liable to the Customer for the performance of any sub-processor appointed by it pursuant to condition 29.5.
- 29.9 The Customer agrees to comply with its obligations under Data Protection Legislation and warrants that it has all necessary consents and notices in place regarding its collection, processing, and provision of Data to enable the lawful transfer of the Data to the Supplier in connection with, and for the duration of, the Products provided under these conditions.
- 29.10 The Customer shall indemnify and hold harmless the Supplier against all costs, claims, losses, damages, and expenses (including legal fees) arising out of, or in connection with, any breach of this clause 29 by the Customer or its employees, agents, or subcontractors.
- 29.11 The Customer acknowledges that the Supplier relies on the Customer for direction regarding the extent to which the Supplier is entitled to use and Process the Data. Consequently, the Supplier will not be liable for any claim brought by the Customer or any Data Subject arising from any action or omission by the Supplier to the extent that such action or omission resulted from the Customer's instructions.
- 29.12 Schedule 3 sets out the following information regarding the Data: the subject matter, the duration of the Processing, the nature and purpose of the Processing, the type of Data, the categories of Data Subjects, and the Supplier's obligations and rights.
- 29.13 Assistance with Data Subject Requests. The Supplier shall, at the Customer's cost, provide reasonable assistance to the Customer in responding to any request from a Data Subject. All work performed by the Supplier in relation to assisting with such requests, including but not limited to Subject Access Requests (SARs), shall be deemed an additional service and will be charged on a time and materials basis at the Supplier's standard hourly rates as detailed in Schedule 2.

SCHEDULE 1

Product Specific Conditions:

All Products are supplied as products only.

Microsoft 365 Licensing

- (a) The minimum Contractual Term is 12 months from the first day of active service. The Customer's initial active user count is the Minimum Commitment throughout the Contractual Term.
- (b) Customers shall be charged based on usage at the vendor's RRP.
- (c) Should usage exceed the initial Minimum Commitment by more than 20% in user count, the increased count shall constitute the new Minimum Commitment.
- (d) Additional licences, users, devices, or resources added during the Contractual Term are co-terminous with the existing Contractual Term and increase the Minimum Commitment from the date they are added, in accordance with condition 3.5.
- (e) The Minimum Commitment may decrease only with the Supplier's prior written approval.
- (f) Either party may terminate a subscription by giving the other at least 90 days' written notice, served in accordance with condition 26, before the end of the Contractual Term.

Google Workspace Licensing

- (a) The minimum Contractual Term is 12 months from the first day of active service. The Customer's initial active user count is the Minimum Commitment throughout the Contractual Term.
- (b) Customers shall be charged based on usage at the vendor's RRP.
- (c) Should usage exceed the initial Minimum Commitment by more than 20% in user count, the increased count shall constitute the new Minimum Commitment.
- (d) Additional licences, users, devices, or resources added during the Contractual Term are co-terminous with the existing Contractual Term and increase the Minimum Commitment from the date they are added, in accordance with condition 3.5.
- (e) The Minimum Commitment may decrease only with the Supplier's prior written approval.
- (f) Either party may terminate a subscription by giving the other at least 90 days' written notice, served in accordance with condition 26, before the end of the Contractual Term.

Cloud Hosting (Azure, AWS, Google Cloud)

- (a) The minimum Contractual Term is 12 months from the first day of active service. The Customer's initial resource requirement is the Minimum Commitment throughout the Contractual Term.
- (b) Additional licences, users, devices, or resources added during the Contractual Term are co-terminous with the existing Contractual Term

and increase the Minimum Commitment from the date they are added, in accordance with condition 3.5.

- (c) The Minimum Commitment may decrease only with the Supplier's prior written approval.
- (d) Either party may terminate a subscription by giving the other at least 90 days' written notice, served in accordance with condition 26, before the end of the Contractual Term.

Managed EDR and MDR

- (a) The minimum Contractual Term is 12 months from the first day of active service. The Customer's initial active user and device count combined is the Minimum Commitment throughout the Contractual Term.
- (b) Customers shall be charged based on usage at a monthly cost of £4 per user and £5 per device, unless special pricing is agreed.
- (c) Should the Customer's Managed EDR and MDR usage exceed the initial Minimum Commitment by more than 20% in combined user and device count, the increased count shall constitute the new Minimum Commitment.
- (d) Additional licences, users, devices, or resources added during the Contractual Term are co-terminous with the existing Contractual Term and increase the Minimum Commitment from the date they are added, in accordance with condition 3.5.
- (e) The Minimum Commitment may decrease only with the Supplier's prior written approval.
- (f) Either party may terminate a subscription by giving the other at least 90 days' written notice, served in accordance with condition 26, before the end of the Contractual Term.

Cloud Backup (Microsoft 365 or Google Workspace)

- (a) The minimum Contractual Term is 12 months from the first day of active service. The Customer's initial active user count is the Minimum Commitment throughout the Contractual Term.
- (b) Customers shall be charged based on usage at a monthly cost of £5 per active user and £5 per inactive user, unless special pricing is agreed.
- (c) Should the Customer's backup usage exceed the initial Minimum Commitment by more than 20% in user count, the increased count shall constitute the new Minimum Commitment.
- (d) Additional licences, users, devices, or resources added during the Contractual Term are co-terminous with the existing Contractual Term and increase the Minimum Commitment from the date they are added, in accordance with condition 3.5.
- (e) The Minimum Commitment may decrease only with the Supplier's prior written approval.
- (f) Either party may terminate a subscription by giving the other at least 90 days' written notice, served in accordance with condition 26, before the end of the Contractual Term.

Cloud Backup (Physical and Virtual Machines plus Raw Data)

- (a) The minimum Contractual Term is 12 months from the first day of active service. The Customer's initial backup count per Gigabyte (GB) is the Minimum Commitment throughout the Contractual Term.
- (b) Customers shall be charged based on usage at a monthly cost of £10 per physical server, £10 per virtual server, and £10 per database, plus £1 per GB, unless special pricing is agreed.
- (c) Should the Customer's backup usage exceed the initial Minimum Commitment by more than 20 GB, the increased GB count shall constitute the new Minimum Commitment.
- (d) Additional licences, users, devices, or resources added during the Contractual Term are co-terminous with the existing Contractual Term and increase the Minimum Commitment from the date they are added, in accordance with condition 3.5.
- (e) The Minimum Commitment may decrease only with the Supplier's prior written approval.
- (f) Either party may terminate a subscription by giving the other at least 90 days' written notice, served in accordance with condition 26, before the end of the Contractual Term.

Safeguarding, Web Filtering, Classroom Management, and Auditor Products

- (a) The minimum Contractual Term is 36 months from the first day of active service.
- (b) User limits are to be agreed upon at the point of sale.
- (c) Either party may terminate a subscription by giving the other at least 180 days' written notice, served in accordance with condition 26, before the end of the Contractual Term.
- (d) At the end of the Contractual Term, if no valid notice to terminate has been served, the Product will automatically renew for a further 36-month term.

Microsoft Licensing (OVS Agreement)

- (a) The minimum Contractual Term is 36 months from the first day of active service.
- (b) User limits are to be agreed upon at the point of sale.
- (c) Either party may terminate a subscription by giving the other at least 180 days' written notice, served in accordance with condition 26, before the end of the Contractual Term.
- (d) At the end of the Contractual Term, if no valid notice to terminate has been served, the Product will automatically renew for a further 36-month term.

All Other Software Products

- (a) The minimum Contractual Term is 12 months from the first day of active service.
- (b) Either party may terminate a subscription by giving the other at least 30 days' written notice, served in accordance with condition 26, before the end of the Contractual Term.

Working Day:

Telephone and Live Chat: 08.00 – 17.00 Mon–Fri (excluding bank holidays and between Christmas and New Year)

Online Portal: 24/7, 365 days.

Normal Service Hours:

Telephone and Live Chat: 08.00 – 17.00 Mon–Fri (excluding bank holidays and between Christmas and New Year)

Onsite Support: 09.00 – 16.00 Mon–Fri (excluding bank holidays and between Christmas and New Year)

Online Portal: 24/7, 365 days.

Schedule 2

Additional Charges: - Hourly and Day Rate

	Hourly Rate	Day Rate
Helpdesk IT Technician	£60	£450
Onsite IT Technician	£80	£600
Senior IT Technician	£100	£750
IT Consultant	£100	£750
IT Trainer	£90	£675
Telecoms Engineer	£80	£600
Infrastructure Engineer	£80	£650
Data Protection & SAR Assistance	£60	£450

Schedule 3

Processor Information: Software

The Customer acknowledges that the Supplier and its subcontractors may have access to Personal Data in the course of providing the Services throughout the Service Term. The Supplier sets out below the information regarding its Processing of Personal Data required by Article 28(3) of the UK GDPR.

Article	Description	Details
28(3)	Subject matter of the Processing	The provision of the Services to the Customer under these Conditions.
28(3)	Nature and purpose of the Processing	The Supplier will Process Personal Data under these Conditions and on the Controller's instructions for the purpose of providing the Services, until expiry or valid termination of these Conditions. Processing may include accessing, collecting, recording, organising, structuring, storing, adapting, altering, retrieving, consulting, using, reporting, disclosing by transmission, disseminating, aligning, combining, restricting, erasing, or destroying Personal Data.
28(3)	Type of Personal Data	Names, usernames, and contact information; job roles; IP addresses and location data; device and system data (including screenshots where required for support); where the Customer is an education establishment, pupil and safeguarding-related data processed through the relevant Products; and any other Personal Data made accessible to the Supplier in the course of providing the Products.

28(3)	Categories of Data Subject	Staff, authorised users of the Customer's systems, and the Customer's customers, prospective customers, and suppliers; and, where the Customer is an education establishment, pupils and students, parents and guardians, and governors and trustees.
28(3)	Duration of the Processing	Processing is carried out for the duration of the Services. On expiry or termination, Data held on the Customer's own systems remains in place, and the Supplier's access is revoked; Data held in the Supplier's service-management systems is retained or deleted in accordance with the Supplier's retention policy and clause 29.
28(3)(a)	Documented instructions	All Processing carried out by the Supplier for the Customer is performed in accordance with these Conditions and the Quote, which together constitute the Customer's documented instructions.
28(3)(b)	Confidentiality	All Supplier staff with access to Data are bound by confidentiality obligations in their contracts of employment or engagement.
28(3)(c)	Security	The Supplier holds Cyber Essentials Plus certification as a minimum and operates an information security management system aligned to ISO 27001. Details of the Supplier's technical and organisational measures are available on request.
28(3)(d)	Sub-processors	The Supplier's approved sub-processors are listed in the table below.
28(3)(e)	Data subjects' rights	The Supplier's approach to supporting the Controller in responding to data subject requests is set out in its Data Protection Policy (available on request) and Privacy Policy (available at www.primarytech.co.uk). Assistance is chargeable in accordance with clause 29.
28(3)(f)	Compliance and assistance	Processing by the Supplier is carried out in compliance with Data Protection Legislation. The Supplier will assist the Controller in demonstrating compliance where appropriate.
28(3)(g)	Data deletion and return	The Supplier does not delete data held on the Customer's own network; the Supplier's access is revoked at the end of the Service Term. Deletion or return of other Data is handled in accordance with clause 29.
28(3)(h)	Transparency and audit	The Supplier will make available to the Controller the information necessary to demonstrate compliance with its obligations, in accordance with the audit provisions of clause 29.

Approved sub-processors

Name	Activity	Location of Processing	Type of Data Processed
Microsoft Corporation	Microsoft 365 and Azure services are used for service delivery, hosting, backup, support, and customer management	UK / EEA (with global support access)	All categories listed above
Google LLC	Google Workspace services are used for service delivery and customer management	UK / EEA (with global support access)	All categories listed above
Securly, Inc.	Safeguarding, web filtering, and classroom management services	UK / EEA (with global support access)	User and device data, including usernames, email addresses, device information, location data, and browsing activity
ConnectWise, LLC	Remote monitoring and management (RMM) and remote access to Customer systems	UK / EEA (with global support access)	Device and system data, usernames, IP addresses, and screen content during remote sessions
Redstor Limited	Cloud backup and disaster recovery services	UK	All categories listed above
Halo Service Solutions Ltd	Service desk, ticketing, and service management (HaloPSA)	UK	Names, contact information, support-request content

The Supplier may update this list in accordance with clause 29.5.