

CARETOWER MANAGE SERVICES TERMS AND CONDITIONS

MANAGED SERVICES TERMS AND CONDITIONS

These terms and conditions together with the Purchase Order (as defined below) comprise the agreement ("this agreement") between **CARETOWER LIMITED** incorporated and registered in England and Wales with company number 03538529 whose registered office is at Unit 3 Gateway Mews Bounds Green Ringway London N11 2UT (**Caretower**) and the customer specified in the Purchase Order **the Customer**).

Caretower may vary these terms and conditions ("General Terms and Conditions") from time to time by posting revised terms and conditions on its website and such revised terms shall replace these terms and conditions provided that any revised terms and conditions shall not vary the duration or pricing of the agreement as agreed with the Customer in the Purchase Order.

These General Terms and Conditions and the applicable Purchase Order shall prevail over any terms the Customer may seek to impose in or in connection with any Purchase Order or otherwise.

The agreement between Caretower and the Customer shall come into effect and be legally binding on both parties once Caretower receives the Customer's Purchase Order.

DEFINITIONS

The definitions and rules of interpretation in this clause apply in this agreement.

Acceptance Date: has the meaning given in clause 1.5.

Assets: any Customer-side Equipment, Software or Intellectual Property Rights used by Caretower exclusively for the delivery of the Managed Services to the Customer.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Caretower Account Team: the individuals appointed by Caretower from time to time who shall serve as the Customer's primary contacts for the Customer's activities under this agreement.

Caretower's System: the information and communications technology system to be used by Caretower in performing the Managed Services, including the Hardware, the Software, the Customer-side Equipment and communications links between the Hardware and the Customer-side Equipment and the Customer's Operating Environment.

Change Control Procedure: the procedures set out in clause 6.

Customer Account Team: the individuals appointed by the Customer from time to time who shall serve as Caretower's primary contacts for Caretower's activities under this agreement.

Customer-side Equipment: any equipment located or to be located on a Customer Site but controlled or to be controlled exclusively by Caretower as part of the Managed Services.

Customer Data: any information that is provided by the Customer to Caretower as part of the Customer's use of the Managed Services, including any information derived from such information.

Customer Hardware: any computing hardware owned or leased by the Customer at the Customer Site.

Customer's Operating Environment: the Customer's computing environment (consisting of hardware, software and telecommunications networks) that is to be used by the Customer in connection with its use of the Managed Services and which interfaces with Caretower's System in order for the Customer to receive the Managed Services, but excluding the Customer-side Equipment.

Customer Reports: means all reports and documents authored, produced, created or generated by Caretower or the Supplier Software in connection with the provision of the Managed Services to the Customer in accordance with this agreement.

Customer Site: any premises occupied by the Customer at which it receives the Managed Services.

Error: is defined in clause 1.3.

Fees: the fees payable to Caretower, as set out in the Purchase Order.

Force Majeure Event: means an event beyond the reasonable control of the affected party including but not limited to any failure of telephone systems or the internet or any domain name server, strikes, lock-outs or other industrial disputes (whether involving the workforce of Caretower 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. Lack of funds will not be a Force Majeure Event;

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Hardware: all physical telecommunications, networking and computer equipment (including switches, routers, cables, servers, racks, cabinets and peripheral accessories) provided and/or used by Caretower to deliver the Managed Services to the Customer.

Intellectual Property Rights: any and all intellectual property rights of any nature, whether registered, registerable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights that subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites, and in each case all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these that may subsist anywhere in the world, in each case for their full term, together with any future rights and renewals or extensions.

Maintenance: any error corrections, updates and upgrades that Caretower may provide or perform with respect to the Managed Services.

Managed Services: the Managed Services described in the Specification to be performed by Caretower in accordance with this agreement.

Normal Business Hours: 0900 to 1800 local UK time on Business Days.

Purchase Order: means the Customer's order for the Managed Services as set out in Caretower's *Quote Proposal and Order Acceptance* form, or the Customer's own purchase order (and for the avoidance of doubt shall exclude any of the Customer's own purchase terms and where the Customer's own purchase order departs from the pricing and other terms set out in Caretower's quotation, the terms in Caretower's quotation shall prevail).

Service Level Arrangements: the service level arrangements described in the Specification which shall be provided on a commercially reasonable efforts basis

Set-up Service: the due diligence, configuration and related work in respect of the implementation of the Managed Services more particularly described in the Specification.

Software: any software used by Caretower to provide the Managed Services to the Customer whether owned by a third party (**Third-Party Software**), by the Customer (**Customer Software**) or by Caretower (**Supplier Software**).

Specification: Caretower's document entitled 'Managed Security Service Description and Overview' as amended from time to time by Caretower. A copy will be provided on request to the Customer if it is not supplied around the time of the Purchase Order.

Web Portal: means as defined in the Specification.

- Clause, section and paragraph headings shall not affect the interpretation of this agreement.
- Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision. A reference to writing or written includes faxes but not e-mail.
- Any phrase introduced by the words including, includes, in particular or for example, or any similar phrase, shall be construed as illustrative and shall not limit the generality of the related general words.
- References to clauses and sections are to the clauses and sections of this agreement.
- A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

AGREED TERMS

1 SET-UP SERVICES

- 1.1 The Customer will provide Caretower with all information reasonably requested by Caretower for the purposes of recommending, advising, establishing, setting-up and providing the Managed Services hereunder. Caretower shall, following review all such information supplied by the Customer, notify the Customer of any further information required by Caretower to perform the set-up of the Managed Services.
- 1.2 Caretower shall use its reasonable endeavours to perform the set-up of the Managed Services in accordance with any timetable agreed between the parties or set out in the Specification, but any dates or times shall be estimates only, and time shall not be of the essence.
- 1.3 When Caretower considers that the Managed Services are ready for activation it shall so notify the Customer. Within five days of such notification the Customer shall review (in good faith) the operation of the Managed Services to confirm that they materially conform to the Specification. If the Managed Services fail in any material respect to conform with the Specification, the Customer shall give Caretower a detailed description of any such non-conformance (**Error**) in writing, within the five-day review period.

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- 1.4 Caretower shall use reasonable endeavours to correct any Error within a reasonable time and, on completion, resubmit the Managed Services to the Customer. The provisions of clause 1.4 and this clause 1.5 shall then apply again, up to three additional times. If Caretower is unable to correct the Error after three attempts, either party may terminate this agreement without further liability to the other.
- 1.5 If the Customer does not provide any written comments in the five-day period described above, the Managed Services go live or if the Managed Services are found to conform with the Managed Services Specification, then the Managed Services shall be deemed accepted as from the date of Caretower's initial notification (**Acceptance Date**).
- 1.6 Where as part of the Managed Services Caretower has agreed to procure or provide any Third-Party Software for use in connection with or as part of the Managed Services the Customer agrees to comply with any Third-Party Software licence terms.

2 SERVICE PROVISION

- 2.1 Caretower will use commercially reasonable efforts to provide the Managed Services from the Acceptance Date until expiry or termination of this agreement for any reason.
- 2.2 The Service Level Arrangements shall apply with effect from the start of the first complete month occurring at least 30 days after the Acceptance Date.
- 2.3 The Customer shall remain responsible for the use of the Managed Services under its control, including any use by third parties (whether fraudulent or invited by the Customer).
- 2.4 Caretower shall not be responsible for the fitness or ability of the Customer's Operating Environment (including any Customer Software or Customer Hardware) to receive the Managed Services. In addition, Caretower will not be responsible for failures or degradation beyond Caretower's reasonable control, including but not limited to the Customer's Operating Environment, customer infrastructure, cabling, telecoms service/equipment, power provision, utility suppliers, and ISP.
- 2.5 Caretower reserves the right to modify Caretower's System, its network, system configurations or routing configuration, or modify or replace any Hardware or Software in its network or in equipment used to deliver any Managed Service over its network, provided that this has no material adverse effect on Caretower's obligations under this agreement and its provision of the Managed Services. If such changes will have a material adverse effect, Caretower shall notify the Customer and the parties shall agree any necessary changes via the Change Control Procedure.
- 2.6 Caretower shall be entitled to carry out Maintenance that may require interruption of the Managed Services. Caretower may;
- (a) interrupt the Managed Services outside Normal Business Hours in order to carry out Maintenance provided that it has given the Customer reasonable notice. For the avoidance of doubt, such Maintenance will not be considered downtime for the purpose of any service availability measurement in the Service Level Arrangements; and
 - (b) interrupt the Managed Services at any time in an emergency in order to carry out Maintenance without the need to notify the Customer in advance.

3 SUPPLIER'S OBLIGATIONS

- 3.1 Caretower shall use commercially reasonable endeavours to perform the Managed Services substantially in accordance with the Specification and the terms and conditions of this agreement.
- 3.2 Caretower shall appoint a service delivery engineer, who shall have the authority to contractually bind Caretower on all matters relating to this agreement.
- 3.3 If Caretower's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, Caretower shall be allowed an extension of time to perform its obligations equal to the delay caused by the Customer.

4 CUSTOMER'S OBLIGATIONS

- 4.1 The Customer shall:
- (a) provide Caretower with all necessary co-operation in relation to this agreement and all necessary access to such information and detail as may be required by Caretower in order to render the Managed Services, security access information and software interfaces, to the Customer's other business applications;
 - (b) provide such personnel assistance, including the Customer Account Team and other Customer personnel, as may be reasonably requested by Caretower from time to time;

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- (c) appoint the Customer's project manager, who shall have the authority to contractually bind the Customer on all matters relating to this agreement;
 - (d) comply with all applicable laws and regulations with respect to its activities under this agreement; and
 - (e) carry out all other Customer responsibilities set out in this agreement, the Specification or in any of the sections in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, Caretower may adjust any timetable or delivery schedule set out in this agreement as reasonably necessary.
- 4.2 The Customer shall not store, distribute or transmit any material through the Managed Services that facilitates illegal activity or is unlawful, harmful, threatening, defamatory, obscene, harassing or racially or ethnically offensive.
- 4.3 The Customer will not jeopardise any services supplied to third parties on the same shared access infrastructure. The Customer will notify Caretower immediately in the case or potential case of a denial-of-service attack or distributed denial-of-service attack. In the event of any such incident, Caretower will work with the Customer to alleviate the situation as quickly as possible. The parties shall discuss and agree appropriate action (including suspending the Managed Services).
- 4.4 If the Customer requires support from Caretower in respect of the Managed Services or an Error the Customer or Customer Account Team must;
 - (a) contact Caretower Account Team via the contact numbers, Web Portal and/or email addresses notified to them by Caretower during the agreed hours of support; and
 - (b) provide any assistance requested to answer support questions posed to them by Caretower Account Team and promptly carry out any actions advised by Caretower Account Team.
- 4.5 Where the Customer requires support from Caretower in respect of the Managed Services or an Error at the Customer Site the Customer shall provide all necessary personnel, support, permissions and facilities to the attending Caretower Account Team to ensure safe and efficient resolution of the support issue or Error.
- 4.6 Notwithstanding clause 4.1 the Customer shall promptly notify Caretower of;
 - (a) any new members of the Customer Account Team or other relevant Customer personnel who will use the Managed Services or have access to Caretower's System;
 - (b) any material change to any Customer Software;
 - (c) any material change to the Customer Operating Environment; or
 - (d) the Customer's establishment of new remote sites or the decommissioning of existing remote sites.
- 4.7 The Customer acknowledges that;
 - (a) when devices not regularly connected to the network are connected, the Customer must act reasonably and assist with updating/installing an agent if requested to do so by Caretower;
 - (b) devices not connected at the time of a new installation must have an agent installed when they are connected and the Customer must act reasonably and assist Caretower with this; and
 - (c) devices not connected to the network or powered off will not be included in the relevant service level calculation of up-to-date devices.
- 4.8 The Customer warrants that the Customer Operating Environment meets the minimum scoping requirements set out in the Scoping Summary in the Specification.
- 4.9 The Customer warrants and represents that:
 - (a) it has the full capacity and authority to enter into and perform this agreement and that this agreement is executed by a duly authorised representative of the Customer;
 - (b) it will comply with and use the Managed Services in accordance with Caretower's instructions, the terms of this agreement and all applicable laws, and shall not do any act that shall infringe the rights of any third party including the publishing or transmission of any materials contrary to relevant laws;
 - (c) it owns or has obtained valid licences, consents, permissions and rights to use, and where necessary to licence to Caretower, any materials reasonably necessary for the fulfilment of all its obligations under this agreement, including any third-party licences and consents in respect of any Customer Software; and
 - (d) Caretower's use in the provision of the Managed Services or otherwise in connection with this agreement of any third-party materials, including any Third-Party Software provided to or made available to Caretower by the Customer, any Customer Hardware or Customer Software for use in the provision of the Managed Services

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or otherwise in connection with this agreement, shall not cause Caretower to infringe the rights, including any Intellectual Property Rights, of any third party.

5 CHARGES AND PAYMENT

- 5.1 The Customer shall pay the Fees set out and described in the Purchase Order for the Managed Services.
- 5.2 The Fees are exclusive of;
- (a) value added tax (VAT), which the Customer shall additionally be liable to pay to Caretower at the prevailing rate, subject to the receipt of a valid VAT invoice; and
 - (b) the costs and charges of carriage, which Caretower shall be entitled to charge in addition to the Fees.
- 5.3 The Customer shall pay each invoice submitted to it by Caretower within 30 days of receipt.
- 5.4 Without prejudice to any other right or remedy that Caretower may have, if the Customer fails to pay Caretower any sum due under this agreement on the due date:
- (a) the Customer shall pay interest on the overdue amount at the rate of 4% per annum above Barclays Bank's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount; and
 - (b) Caretower may suspend all or part of the Managed Services until payment has been made in full.

6 CHANGE CONTROL

- 6.1 If either party wishes to change the scope of the Managed Services (including Customer requests for additional Managed Services), it shall submit details of the requested change to the other in writing via the Web Portal, as more particularly described in the Specification.
- 6.2 If either party requests a change to the scope or execution of the Managed Services, Caretower shall, within a reasonable time, provide a written estimate to the Customer of:
- (a) the likely time required to implement the change;
 - (b) any variations to the Fees arising from the change;
 - (c) the likely effect of the change on the Managed Services; and
 - (d) any other impact of the change on the terms of this agreement.
- 6.3 If Caretower requests a change to the scope of the Managed Services, the Customer shall not unreasonably withhold or delay consent to it.
- 6.4 If the Customer wishes Caretower to proceed with the change, Caretower has no obligation to do so. If Caretower does not proceed with the change it will document and communicate the reasons why it will not proceed and may provide counterproposals for the Customer's consideration.
- 6.5 For the avoidance of doubt, the procedure set out in this clause 6 also applies to changes to the configuration of devices delivering the Managed Services. Standard configuration changes will be implemented up 5 Business Days after submission, and need to go through the Change Control Procedure described above. Complex changes must be submitted 2 weeks in advance of implementation and emergency changes will be implemented within 24 hours.

7 CONTINUOUS IMPROVEMENT

- 7.1 Caretower may, at its own cost and expense, submit a report to the Customer within 20 Business Days of each anniversary of the Acceptance Date identifying the emergence of new and evolving relevant technologies or process changes in the IT, telecommunications or data centre field relevant to the Managed Services. Such report shall be provided in sufficient detail to enable the Customer to evaluate properly the benefits of the new technology or process.
- 7.2 If the Customer wishes to incorporate any improvement identified by Caretower under clause 7.1, the Customer shall send Caretower a change request for consideration in accordance with clause 6.

8 SERVICE REVIEW AND GOVERNANCE

- 8.1 The Customer project manager(s) and Caretower service delivery engineer(s) shall have online review meetings (**Review Meetings**) to monitor and review the performance of this agreement, to discuss any changes proposed in accordance with clause 6 and to discuss the Service Level Arrangements not less than once in every 12 month period. The Review

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Meetings may be minuted by Caretower service delivery engineer(s) and copies of those minutes may be circulated to, and approved by, both parties.

9 PROPRIETARY RIGHTS

- 9.1 Nothing in this agreement affects either party's rights in pre-existing Intellectual Property Rights (including pre-existing Intellectual Property Rights of either party contained in or relating to Confidential Information) (**Pre-Existing IPR**). Nor does anything in this agreement have the effect of assigning or transferring any Intellectual Property Rights in and to the Supplier Software or the Third Party Software to the Customer.
- 9.2 The Customer shall own and retain all rights, title and interest in and to the Customer Data and Caretower shall have no rights to access, use or modify the Customer Data unless it has the prior written consent of the Customer.
- 9.3 The Customer shall own and retain all rights, title and interest in and to the Customer Reports including any and all copyright therein. Caretower hereby waives any and all moral rights (including any rights of attribution) in and to the Customer Reports. To the extent that any copyright in the Customer Reports does not automatically vest in the Customer, Caretower hereby assigns absolutely to the Customer all copyright that Caretower may have in all Customer Reports.
- 9.4 At the Customer's cost and expense, Caretower shall execute all documents and take all actions reasonably necessary or reasonably requested by the Customer to document, obtain, maintain, perfect or assign its copyright in the Customer Reports.
- 9.5 Caretower hereby grants to the Customer a perpetual, irrevocable, sub-licensable, non-exclusive, royalty-free, worldwide license to use, exploit, sell, copy, reproduce, sub-license, modify, improve, enhance and make derivative works of all of Caretower's Intellectual Property Rights as incorporated by Caretower into the Customer Reports solely in connection with the Customer's use of the Customer Report.
- 9.6 The Customer hereby grants to Caretower a perpetual (during the term of this agreement), revocable, non-transferrable, non-exclusive, royalty-free, limited licence to use, copy, modify, improve, enhance and make derivative works of the Customer's Intellectual Property Rights and the Customer Report solely to the extent necessary to comply with its obligations under this agreement.

10 CONFIDENTIALITY

- 10.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 10.2.
- 10.2 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 10.2; and
 - (b) as may be required by law, court order or any governmental or regulatory authority.
- 10.3 No party shall use any other party's confidential information for any purpose other than to perform its obligations under this agreement.

11 LIMITATION OF LIABILITY

- 11.1 This clause 11 sets out the entire financial liability of Caretower (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Customer in respect of:
- (a) any breach of this agreement;
 - (b) any use made by the Customer of the Managed Services; and
 - (c) any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with this agreement.
- 11.2 Except as expressly and specifically provided in this agreement:

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- (a) the Customer assumes sole responsibility for results obtained from the use of the Managed Services, and for conclusions drawn from such use. Caretower shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Caretower by the Customer in connection with the Managed Services, or any actions taken by Caretower at the Customer's direction; and
- (b) all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement.

11.3 Nothing in this agreement excludes or limits the liability of either party for death or personal injury caused by that party's negligence, fraud or fraudulent misrepresentation or any other liability which cannot lawfully be excluded or limited.

11.4 Subject to clause 11.3:

- (a) Caretower shall not be liable whether in contract, tort (including for negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise for any loss of data, loss of profits, loss of business, depletion of goodwill or similar losses, or pure economic loss, or for any indirect or consequential loss, costs, damages, charges or expenses however arising; and
- (b) Caretower's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to 150% of the total aggregate Fees paid or payable by the Customer to Caretower under this agreement in aggregate.

12 TERM AND TERMINATION

12.1 This agreement shall commence on the date stated in the Purchase Order (or if later when Caretower commences the on boarding process for the Managed Services) and shall continue until the expiry of the period specified in the Purchase Order or unless earlier terminated in accordance with this clause 12. Where the Purchase Order does not specify a minimum duration for the Managed Services the duration shall be one year.

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

- (a) the other party commits a material breach of this agreement and (if such breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
- (b) the other party shall have a receiver or administrative receiver appointed or shall pass a resolution for winding-up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if the other party shall become subject to an administration order or shall enter into any voluntary arrangement with its creditors or shall cease or threaten to cease to carry on business.

12.3 On termination or expiry of this agreement;

- (a) the Customer shall immediately pay all outstanding unpaid invoices and any interest and, in respect of the Managed Services supplied but for which no invoice has been submitted, Caretower may submit an invoice, which shall be payable immediately on receipt;
- (b) the Customer shall promptly remove, dismantle, uninstall, and return, all Supplier Software, Hardware or other proprietary material of Caretower from the Customer Operating Environment and Customer Site; and
- (c) the following clauses shall continue in force: Clause 9 (*Proprietary Rights*); Clause 10 (*Confidentiality*); Clause 11 (*Limitation of Liability*); Clause 12 (*Term and Termination*); Clause 14 (*Miscellaneous*); Clause 15 (*Notices*); and Clause 16 (*Governing Law and Jurisdiction*).

12.4 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

13 FORCE MAJEURE

13.1 Caretower shall have no liability to the Customer under this agreement if it is prevented from, or delayed in, performing its obligations under this agreement, or from carrying on its business, if such failure is caused by a Force Majeure Event.

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14 MISCELLANEOUS

- 14.1 This agreement and the documents referred to in it (including for the avoidance of doubt, the Specification) constitutes the entire agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.
- 14.2 In the event of any conflict or inconsistency between the Specification and these General Terms and Conditions, the terms of these General Terms and Conditions will prevail. In the event of a conflict between the Purchase Order and the Specification the Purchase Order shall prevail.
- 14.3 No alteration to or variation of this agreement shall take effect unless and until the same is in writing and signed on behalf of each of the parties by a duly authorised representative, subject always to Caretower's right to vary these General Terms and Conditions by posting a revised on its website and to vary the Specification from time to time.
- 14.4 The Customer shall not, without the prior written consent of Caretower, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this agreement. Caretower may at any time assign, transfer, charge, subcontract or deal in any other manner, with all or any of its rights or obligations under this agreement without the consent of the Customer.
- 14.5 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.
- 14.6 This agreement is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns, and is not intended to benefit or be enforceable by anyone else.
- 14.7 If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.
- 14.8 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 preclude 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.

15 NOTICES

- 15.1 Any notice or other communication under or in connection with this agreement must be in writing and made in one of the following manners and will be deemed to have been received at the following times:-

Manner of Delivery	Assumed Time of Delivery
Personally	When delivered to the recipient's address
First class post pre-paid recorded delivery within the United Kingdom	Two days after posting
First class post pre-paid recorded delivery by airmail outside the United Kingdom	Six days after posting
Fax	When the sender's fax machine issues a report showing the notice as having been duly sent to the recipient's number
EMAIL	Email from a customer's domain email account by a customer authorised personnel

16 DATA PROTECTION

- 16.1 It is not envisaged that as part of the Managed Services Caretower will process any of the Customer's personal data. Where Caretower is required to do this Caretower will do so as a data processor on behalf of the Customer (i.e. the data controller) and Caretower will act only on instructions from the data controller in relation to such processing and Caretower will comply with obligations equivalent to those imposed on the data controller by the Seventh Data Protection Principle under the Data Protection Act 1998. To the extent Caretower is obliged to comply with the General Data Protection Regulation in relation to the Managed Services it will do so and will also notify the Customer of any information security breaches relating to the Customer's personal data of which Caretower becomes aware in the course of providing the Managed Services, such notification to be made promptly and in any event within any time frame mandated by applicable law.

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17 GOVERNING LAW AND JURISDICTION

- 17.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (Including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).