

1. Except as otherwise defined herein and where the context requires otherwise, words and expressions defined in the General Terms and Conditions set out in Part A, shall have the same meanings when used in these terms and conditions. In the event of a conflict between the terms and conditions set out in this Part D and the General Terms and Conditions set out in Part A, the terms set out in this Part D shall prevail.

2. Additional Definitions “Business Day” any day (other than Saturday and Sunday, or any day designated as a Supplier holiday) on which ordinary banks are open for their full range of normal business in London; “Calendar Month” a period of time consisting of thirty days in April, June, September and November, and of thirty-one days in the remainder of the months, except February, which consists of twenty-eight days, except in a leap-year, when the intercalary day is added, making twenty-nine days. “Client” the party described as such on the Sales Order Form; “Client Data” any information that is provided by the Client to the Supplier as part of the Client’s use of the Services, including any information derived from such information. “Client Equipment” the Client’s computing environment (consisting of hardware, software and telecommunications networks) that is to be used by the Client in connection with its use of the Services; “Client Sites” the locations or premises occupied by the Client at which the Client Equipment is located and at which it receives the Services, as set out on the Sales Order Form (SOF); “Confidential Information” all confidential information (however recorded or preserved) disclosed by a party or its employees, officers, representatives, advisers or subcontractors involved in the provision or receipt of the Services (together, its Representatives) to the other party and that party’s Representatives in connection with the Contract which information is either labelled as such or should reasonably be considered as confidential because of its nature and the manner of its disclosure; “Contract” the agreement or contract entered into by the Client and the Supplier to which these PART D (INFORMATION TECHNOLOGY SERVICES) apply; “Delivery Date” the date on which the Goods are sought to be delivered to the Client as set out on the Sales Order Form (SOF) or as otherwise agreed; “Extended Term” a term which commences at the end of the Initial Term and at the end of every Extended Term, as set out on the Sales Order Form (SOF); “Fees” any and all sums payable by the Client to the Supplier arising out of the performance of the Supplier’s obligations under these PART D (INFORMATION TECHNOLOGY SERVICES), as set out on the Sales Order Form (SOF) or as otherwise advised; “Good Industry Practice” the standards that fall within the upper quartile of a skilled and experienced provider of business-critical services similar or identical to the Services, having regard to factors such as the nature and size of the parties, the Services Schedule, the term of the Contract, the pricing structure and any other relevant factors; “Goods” means the goods, hardware or equipment (including any installation of the goods, hardware or equipment or any parts for them) which the Supplier is to supply in accordance with these PART D (INFORMATION TECHNOLOGY SERVICES); “Initial Term” the initial term set out on the Sales Order Form (SOF); “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; “Rate Card” the Supplier’s Rate Card setting out the current labour and Service Rates, measured in hourly, daily or project increments, and as updated from time to time; “Sales Order Form” (SOF) the contractual document containing details of the Services; “Service Start Date” the date set out on the Sales Order Form (SOF) on which the Services will commence; “Services” the services to be provided by the Supplier to the Client as set out on the Sales Order Form (SOF); “Service Schedule” (SS) means the Service Schedule document defining the unique aspects of any Services and how they are to be delivered; “Services Specification” means the schedule described as such on the Sales Order Form (SOF) setting out the Services being provided by the Supplier to the Client; any and all programs, applications, instructions or similar that may from time to time be installed on the Client Equipment, including any software owned by a third party (Third-Party Software), by the Customer (Customer Software) or by the Supplier (Supplier Software); “Supplier” Bamboo Technology Group Ltd, 296 High Street, Cheltenham, GL50 3HQ, Company Number 3583387; “Term” the Initial Term (or, if terminated earlier any portion thereof) and any Extended Term(s); “Work Product” All deliverables and all other reports, documents, materials, techniques, ideas, concepts, trademarks, know-how, algorithms, software, computer code, routines or subroutines, specifications, plans, notes, drawings, designs, pictures, images, text, audio-visual works, inventions, data, information and other items, expressions, works of authorship or work product of any kind that are authored, produced, created, conceived, collected, developed, discovered or made by the Supplier in connection with the Services or which they relate in any manner to the Services or which result from any work performed by the Supplier for the Client, including any and all Intellectual Property Rights therein.

3. Supplier Obligations **3.1** The Supplier shall use reasonable endeavours to perform the Services identified in the Service Specification or otherwise agreed under these Part D (Information Technology Services), in accordance with: **3.1.1** The Service Specification; **3.1.2** Good Industry Practice; **3.1.3** The relevant Services Schedule; **3.1.4** Reasonable care and skill; and **3.1.5** All applicable laws. **3.2** The Supplier shall use reasonable endeavours to act in accordance with all reasonable instructions given to it by the Client provided such instructions are compatible with the scope of the Services. **3.3** The Supplier will ensure that it maintains a public liability insurance policy with a reputable insurer for the duration of the Contract. **3.4** Any Goods supplied by the Supplier to the Client will be provided in accordance with Clause 5, unless otherwise agreed in writing.

4. Client Obligations **4.1** The Client shall, throughout the Term of the Contract: **4.1.1** co-operate with the Supplier in the provision of the Services; **4.1.2** perform any tasks that the Supplier may reasonably require in order to help correct Technical problems (such as restarting computers or checking cables); **4.1.3** provide in a timely manner such access to the Client’s premises and data, and such office accommodation and other facilities as deemed necessary in supporting the services, as is requested by the Supplier; **4.1.4** allow the Supplier the use of any Equipment, IT infrastructure, computer systems, peripherals or other hardware necessary to enable it to provide the Services; **4.1.5** provide in a timely manner such information as the Supplier may request, and ensure that such information is accurate in all material respects; and accept that the Supplier is reliant upon the information given to it by the Client and not liable for any deficiencies due to errors or omissions in the information given; **4.1.6** be responsible (at its own cost) for preparing the relevant premises for the supply of the Services. **4.2** Unless otherwise agreed and set out on a SOF the Client shall create regular data backups in such a manner as to minimise any potential data loss and to ensure that these are made available to the Supplier as required. **4.3** The Client agrees to seriously consider implementing any reasonable recommendations that may be made by the Supplier. **4.4** The Client Equipment is protected against the threat of virus infection by maintaining suitable, up to date antivirus software. **4.5** The Client Equipment is protected at point of egress by suitable firewall equipment or software. **4.6** The Client shall notify the Supplier of any problems relating to equipment as soon as possible. **4.7** The Client must notify the Supplier before any strategic changes are made by the Client Equipment. Strategic changes may include (but will not be limited to) moving equipment to a new location (other than during ordinary or intended use), changing 3rd party vendors and so forth.

5. Goods and Equipment. **5.1** Illustrations, photographs or descriptions whether in catalogues, brochures, price lists, quotations or other documents issued by the Supplier are intended as a guide only and shall not be binding on the Supplier. The Supplier shall incur no liability to the Client for misrepresentation by virtue of any statement made by, or on behalf of, the Supplier with reference to the Contract, whether orally or in any letter, document or sales literature and the Client shall not be entitled to rescind the Contract on the grounds of any such misrepresentation. **5.2** The Supplier reserves the right to make any changes in the specification of the Goods which are required to conform to any applicable safety or other statutory or regulatory requirements or, where the Goods are to be supplied to the Client’s specification, which do not materially affect their quality or performance. **5.3** The Supplier reserves the right, by giving notice to the Client at any time before delivery or provision, to increase the price of the Goods to reflect any increase in the cost to the Supplier which is due to any factor beyond the control of the Supplier (including, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, taxes or levies, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which are requested by the Client, or any delay caused by any instructions of the Client or failure of the Client to give the Supplier adequate information or instructions or any other factor beyond the Supplier’s reasonable control. **5.4** Except as otherwise stated, all prices are exclusive of VAT and carriage and are subject to the Supplier’s right to require payment of delivery charges, insurance costs, customs duties, special handling charges and/ or packaging charges, as appropriate. **5.5** Delivery of the Goods shall be made by the Supplier delivering the Goods to the place in the United Kingdom specified in the SOF or in writing from the Client prior to order or, if no place of delivery is so specified, shall be made to the Client’s main recorded trading address stated within the Contract or by the Client collecting the Goods at the Supplier’s premises at any time after the Supplier has notified the Client that the Goods are ready for collection. **5.6** The Delivery Date is approximate only and is not a condition, warranty or innominate term of this or any other Contract. The Goods may be delivered by the Supplier in advance of the Delivery Date upon giving reasonable notice to the Client. **5.7** The Supplier shall give the Client notice when the Goods are ready for delivery. If the Client refuses or fails to collect or take delivery of the Goods or any part of them within seven (7) Business Days from the Delivery Date and/or fails to provide any instructions, documents, licences, consents or authorisations required to enable the Goods to be delivered on that date, the Supplier shall be entitled: **5.7.1** to arrange for the storage of the Goods and risk in the Goods shall pass to the Client from the Delivery date, delivery shall be deemed to have taken place and the Client shall pay to the Supplier all costs and expenses including storage and insurance charges arising from such failure, or **5.7.2** sell the Goods at the best price readily obtainable and charge the Client for any shortfall below the price obtained under the Contract. **5.8** If the Supplier fails to deliver the Goods or any of them on the Delivery Date other than for reasons outside the Supplier’s reasonable control or the Client’s or its carrier’s fault: **5.8.1** if the Supplier delivers the Goods and/or provides the Services at any time thereafter the Supplier shall have no liability in respect of such late delivery; or **5.8.2** if the Client gives written notice to the Supplier within fifteen (15) Business Days after the Delivery Date and the Supplier fails to deliver the Goods within fifteen (15) Business Days after receiving such notice, the Client may cancel the order. The Supplier will have no liability to the excess (if any) of the cost to the Client (in the cheapest available market) of similar goods or services to those not delivered or provided over the price of the Goods not delivered. **5.9** The Supplier may make and the Client shall accept partial deliveries of Goods ordered. Failure by the Supplier to make any one or more partial deliveries or any claim by the Client in respect of any one or more partial deliveries shall not entitle the Client to treat the Contract as a whole repudiated. All deliveries made outside of the normal Business Day may be subject to an additional charge. **5.10** Risk of damage to or loss of the Goods shall pass to the Client **5.10.1** in the case of Goods to be delivered to the Supplier’s premises, at the time when the Supplier notifies the Client that the Goods are available for collection; **5.10.2** in the case of Goods to be delivered otherwise than to the Supplier’s premises, the time of delivery or, if the Client wrongfully fails to take delivery of the Goods, the time when the Supplier has tendered delivery of the Goods; or **5.10.3** in the case of Goods being installed by the Supplier, at the time that the Supplier notifies the Client that the installation is complete. **5.11** Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these PART D (INFORMATION TECHNOLOGY SERVICES), legal and beneficial title to the Goods shall not pass to the Client until the Supplier has received in cash or cleared funds payment in full of the price of the Goods. **5.12** Until payment has been made to the Supplier in accordance with these Conditions and title in the Goods has passed to the Client, the Client shall be in possession of the Goods as bailee for the Supplier and the Client shall store the Goods separately and in an appropriate environment, shall ensure that they are identifiable as being supplied by the Supplier and shall insure the Goods against all reasonable risks. Notwithstanding this, if the Goods in which the Supplier retains title are incorporated into or affixed to products belonging to the Client or anyone else, the Supplier retains title to the Goods until full payment is made in accordance with Clause 5.11. **5.13** The Client shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Supplier, but if the Client does so all money owing by the Client to the Supplier shall (without prejudice to any other right or remedy of the Supplier) forthwith become due and payable. **5.14** The Supplier reserves the right to repossess any Goods in which the Supplier retains title without notice. The Client irrevocably authorises the Supplier, or any agent acting under authority of the Supplier, to enter any site where such Goods are stored during normal business hours for the purpose of repossessing the Goods in which the Supplier retains title and, in the event that they have been incorporated or affixed to other products, to dismantle them or detach them from those products and repossess them. Furthermore, the Client will afford all reasonable assistance to identify and dismantle such Goods and in the event that Goods are longer present on site, the Client will inform the Supplier or its agent where they are now residing and provide assistance to find and repossess the same. **5.15** The Client’s right to possession of the Goods in which the Supplier maintains legal and beneficial title shall terminate if: **5.15.1** the Client commits or permits any material breach of his obligations under these PART D (INFORMATION TECHNOLOGY SERVICES) or Contract; **5.15.2** the Client enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986, the Insolvent Partnerships Order 1994 (as amended), or any other scheme or arrangement is made with his creditors; **5.15.3** the Client is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors; **5.15.4** the Client convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertaking or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Client, notice of intention to appoint an administrator is given by the Client or any of its directors or by a qualifying floating charge-holder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of the Client or for the

granting of an administration order in respect of the Client, or any proceedings are commenced relating to the insolvency or possible insolvency of the Client. **5.16** If on delivery any of the Goods are defective in any material respect and either the Client lawfully refuses delivery of the defective Goods or, if they are signed for on delivery as "condition and contents unknown" the Client gives written notice of such defect to the Supplier within three (3) Business Days of such delivery, the Supplier shall at its option: **5.16.1** where the Goods are covered by a manufacturer's warranty, the Supplier will use all reasonable endeavours to liaise with the manufacturer of the Goods on the Client's behalf to arrange repair or replacement of the Goods, subject to the following: **5.16.1.2** the Goods must be returned to the Supplier's premises or to the manufacturer of the Goods or to the Supplier's supplier (as the case may be) in its original packaging including all disks, manuals, cables and any other included items. **5.16.1.3** The Client agrees to comply with all requirements of any 3rd party suppliers, Goods manufacturers or carriers for the Goods deemed deficient, damaged or faulty. **5.16.1.4** replace the defective Goods within twenty (20) Business Days of receiving the Client's notice; or refund to the Client the price for those Goods (or parts thereof, as appropriate) which are defective; but the Supplier shall have no further liability to the Client in respect thereof and the Client may not reject the Goods if delivery is not refused or notice given by the Client as set out above. **5.17** The Client will notify the Supplier of any shortage of supply within three (3) Business days. Failure to comply with this clause the Supplier shall not be liable to the Client in respect of any shortage discrepancy or in respect of any consequential losses or expenses arising therefrom Subject to notification as per clause 5.17, the Supplier will make immediate arrangements to make up any shortage of supply. Any shortage of supply shall not entitle the Client to terminate the Contract as a whole. Where the Client places an order for more than 1 item, any deficiency, damage to or fault with any one item shall not entitle the Client to terminate the Contract as a whole. **5.18** No Goods may be returned to the Supplier without the prior agreement in writing of the Supplier. Subject thereto any Goods returned which the Supplier is satisfied were supplied subject to defects of quality or condition which would not be apparent on inspection shall be dealt with in accordance of sub-Clause 5.16. **5.19** The Supplier shall be under no liability in respect of any defect arising from fair wear and tear, or any wilful damage, negligence, subsection to normal conditions, failure to follow the Supplier's instructions (whether given orally or in writing), misuse or alteration of the Goods without the Supplier's prior approval, or any other act or omission on the part of the Client, its employees or agents or any third party. **5.20** Goods, other than defective Goods returned under sub-Clause 5.16, returned by the Client and accepted by the Supplier may be credited to the Client at the Supplier's sole discretion and without any obligation on the part of the Supplier. **5.21** Subject as expressly provided in these PART D (INFORMATION TECHNOLOGY SERVICES), and except where the Goods are sold under a consumer sale, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. **5.22** The Client shall be responsible for ensuring that, except to the extent that instructions as to the use or sale of the Goods are contained in the packaging or labelling of the Goods, any use or sale of the Goods by the Client is in compliance with all applicable statutory requirements and that handling and sale of the Goods by the Client is carried out in accordance with directions given by the Supplier or any competent governmental or regulatory authority and the Client will indemnify the Supplier against any liability loss or damage which the Supplier might suffer as a result of the Client's failure to comply with this condition. **5.23** All software, including related documentation, is supplied under license of the applicable proprietary owner: **5.23.1** Title or ownership of software does not transfer to the Client under any circumstances; **5.23.2** It is the sole responsibility of the Client to comply with any terms and conditions of license attached by the proprietary owner to the associated software and delivered by the Supplier and the Client accepts that failure to comply with such terms and conditions could result in the Client: **5.23.2.1** being refused a software license; **5.23.2.2** having the license and rights of use revoked by the proprietary owner and be subject to further legal action by the same; **5.23.3** All software is supplied "as is" and the sole obligation of the Supplier in connection with the software is to obtain and supply a corrected version from the manufacturer concerned in the event of such software failing to conform to its product description or proving in any other way to be defective provided always that the Client notifies the Supplier as per sub-Clause 5.16; **5.23.4** The Supplier is under no obligation to raise a credit note, in accordance to the conditions of sub-Clause 5.16, for an opened package unless it is deficient, damaged or faulty whereupon sub-Clause 5.16 will apply. By breaking the seal, the Client accepts the license terms between itself and the proprietary owner. **5.23.5** The Supplier is under no obligation to raise a credit note, in accordance to the conditions of sub-Clause 5.16, for an opened package unless it is deficient, damaged or faulty whereupon sub-Clause 5.16 will apply. By breaking the seal, the Client accepts the license terms between itself and the proprietary owner. **5.24** No Contract or order may be cancelled without written consent from the Supplier. In the event that cancellation is agreed for whatever reason, the Client shall indemnify the Supplier against all costs, claims, loss and expenses occasioned thereby including and consequential loss and loss of profits.

6. Fees 6.1 In consideration of the Services, the Client agrees to pay the Fees in accordance with the Payment Terms in Part A clauses 4.1 to 4.8. **6.2** All Fees are exclusive of any value added or other tax or other taxes on profit, for which that Party shall be additionally liable. **6.3** The Fees may be varied by the Supplier as set out in each Service Schedule. **6.4** If any third-party services or licensing provided to the Client are subject to a cost variation to the Supplier, the Supplier will vary the Fees for these third-party services or licensing accordingly, on not less than 30 days' prior written notice to the Client. **6.5** The Supplier shall be entitled to recover from the Client any reasonable incidental expenses for materials used and for third party goods and services supplied in connection with the provision of the Services, provided the Client is notified in advance. **6.6** The Client shall pay the Supplier for any additional services provided by the Supplier that are not specified in the Service Specification in accordance with the Supplier's Rate Card in effect at the time of the performance or such other rate as may be agreed. Any such charge for additional services shall be invoiced separately from any Fees due under the SOF. **6.7** Any payment received by the Supplier (whether in part or full) shall in respect of the Goods be deemed to have constituted an offer to the Supplier to purchase the Goods for the full amount listed on the Sales Order Form (SOF) in accordance with this PART D (INFORMATION TECHNOLOGY SERVICES).

7. Variations 7.1 If the Client wishes to vary any details of the Services Specification, it must notify the Supplier in writing as soon as is reasonably possible. **7.2** The Supplier shall use all reasonable endeavours to make any required changes and any additional costs thereby incurred shall be separately invoiced to the Client. **7.3** The supplier shall, with a reasonable time provide a written estimate to the client of: **7.3.1** the likely time required to implement the change; **7.3.2** any variations to the Fees arising from the change; and **7.3.3** any other impact of the change on the terms of the contract. **7.4** If the Client wishes the Supplier to proceed with the change, the Supplier has no obligation to do so unless and until both parties have agreed in writing the necessary variations to its charges and any other relevant terms of the Contract to take account of the change.

8. Limitations of Liability 8.1 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 sub-contractors) to the client in respect of: **8.1.1** Any breach of the contract howsoever arising; **8.1.2** Any use made by the client of the services or any part of them; and **8.1.3** 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. **8.2** All warranties, conditions and other terms implied by statute or common law are to the fullest extent permitted by law, excluded from the contract. **8.3** The service schedule states the client's full and exclusive right and remedy, and the supplier's only obligation and liability, in respect of the performance and availability of the services, or their non-performance and non-availability. **8.4** Nothing in these Part D (Information Technology Services) excludes the liability of the supplier: **8.4.1.1** for death or personal injury caused by the supplier's negligence; or **8.4.1.2** for fraud or fraudulent misrepresentation. **8.5** subject to clause 8.2, 8.3 and 8.4: **8.5.1** the supplier shall not in any circumstances be liable, whether in tort (including without limitation for breach of statutory duty howsoever arising), contract, misrepresentation or otherwise for: **8.5.1.1** loss of profits; or **8.5.1.2** loss of business; or **8.5.1.3** depletion of goodwill or similar losses; or **8.5.1.4** loss of anticipated savings; or **8.5.1.5** loss of goods; or **8.5.1.6** loss of contract; or **8.5.1.7** loss of use; or any special; indirect, consequential or pure economic loss, costs, damages, charges or expenses. **8.5.2** the supplier's total liability in contract, tort (including without limitation negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the agreement shall be limited to the lower of: **8.5.2.1** an amount equal to six (6) times the monthly fees payable for the services as set out on the sales order; or **8.5.2.2** an amount equal to the total value of goods as set out on the sales order **8.5.2.3** except in respect of the liability for death or personal injury resulting from the negligence of the supplier. **8.5.3** where the supplier provides a number of services to the client under a number of sales orders, the monthly fees payable in 8.5.2.1 shall be limited solely to those for the relevant sales order. **8.6** No action regardless of form arising out of the transactions in relation to the PART D (INFORMATION TECHNOLOGY SERVICES) may be brought by either party more than two (2) years after the cause of action has accrued, except in respect of the liability of the supplier for death or personal injury resulting from the negligence of the supplier, or in respect of a claim for non-payment of monies due in relation to a contract.

9. Confidentiality 9.1 During the term of the Contract and after termination or expiration of the Contract for any reason for a period of 5 years starting on the last date of the provision of the Services to the Client by the Supplier, the following obligations shall apply to the Party disclosing Confidential Information ('the Disclosing Party') to the other Party ('the Receiving Party'). **9.2** Subject to sub-Clause 9.3, the Receiving Party: **9.2.1** may not use any Confidential Information for any purpose other than the performance of his obligations under these PART D (INFORMATION TECHNOLOGY SERVICES); **9.2.2** may not disclose any Confidential Information to any person except with the prior written consent of the Disclosing Party; and **9.2.3** shall make every effort to prevent the use or disclosure of the Confidential Information. **9.3** The obligations of confidence referred to in the provisions of this Clause shall not apply to any Confidential Information that: **9.3.1** is in the possession of and is at the free disposal of the Receiving Party or is published or is otherwise in the public domain before its receipt by the Receiving Party; **9.3.2** is or becomes publicly available on a non-confidential basis through no fault of the Receiving Party; **9.3.3** is required to be disclosed by any applicable law or regulation is received in good faith by the Receiving Party from a third party who, on reasonable enquiry by the Receiving Party claims to have no obligations of confidence to the other Party to these PART D (INFORMATION TECHNOLOGY SERVICES) in respect of it and who imposes no obligations of confidence upon the Receiving Party. **9.4** Without prejudice to any other rights or remedies the Disclosing Party may have, the Receiving Party acknowledges and agrees that in the event of breach of this clause the Disclosing Party shall, without proof of special damage, be entitled to an injunction or other equitable remedy for any threatened or actual breach of the provisions of this clause in addition to any damages or other remedies to which he may be entitled. **9.5** The obligations of the Parties under the provisions of this clause shall survive the expiry or the termination of the Contract for whatever reason.

10. Proprietary Rights 10.1 Nothing in the Contract 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). **10.2** The Client shall own and retain all rights, title and interest in and to the Client Data. The Supplier shall have no rights to access, use or modify the Client Data unless it has the prior written consent of the Client or unless the nature of the Services implicitly requires such access, use or modification rights. **10.3** The Client hereby grants to the Supplier a perpetual (during the term of the Contract), revocable, non-transferrable, non-exclusive, royalty-free, limited licence to use, copy, modify, improve, enhance and make derivative works of the Client's Intellectual Property Rights and the Work Product solely to the extent necessary to comply with its obligations under the Contract. **10.4** The Supplier will not disclose to the Client or use in its work any trade secrets or confidential information of a third party which the Supplier is not lawfully entitled to disclose or use in such manner. The Supplier will not use any equipment, supplies, facilities, computer code, work product, inventions or materials of any other third party (Third-Party Materials) in any Work Product or in the Supplier's performance under the Contract unless: **10.4.1** the Supplier has the full right and authority to do so without violating any rights of any third party; **10.4.2** the Supplier has obtained all necessary rights to enable it to perform its obligations under the Contract and grant the rights granted herein and to permit the Client to utilise the Third Party Materials as contemplated under the Contract at no additional cost or expense to the Client; **10.4.3** the Client's use of such Third-Party Materials will not restrict or impair in any manner its use of the Work Products or subject the Client to any obligation or liability; and **10.4.4** such Third-Party Materials are specifically identified to the Client in writing in advance of any use and the Client has agreed in writing to such use.

11. Domain Names 11.1 If the Client instructs the Supplier to obtain a domain name for the Client, the Supplier shall act as an agent for the Client in dealing with the relevant domain name registration authority. The contract for the domain name shall be between the Client and the relevant domain name registration authority and the Client agrees that they shall be solely responsible for renewals, legal, technical, administrative, billing or other requirements imposed by the relevant domain name registration authority (and relevant costs and expenses thereof). **11.2** The Supplier gives no warranty that the domain name requested will not infringe the rights of any third party and all such enquiries shall be the responsibility of the Client, and the domain name shall form the Client's intellectual Property for the purposes of the Contract. **11.3** If the Supplier licences to the Client an IP address as part of the Services, such IP address shall (to the extent permitted by law) revert to the Supplier after termination of the Contract for any reason whatsoever, whereupon the Client shall cease using the address. At any time after such termination, the Supplier may re-assign the address to another user.