



General Terms and Conditions

1. DEFINITIONS

- 1.1 'Schedules' means any schedules attached hereto.
- 1.2 'Goods' means the goods that are the subject matter of the Contract sold by Entropie to the Customer.
- 1.3 'Rented Equipment' means Goods that shall be rented to the Customer and to which Entropie shall retain title.
- 1.4 'Loan Equipment' means Equipment that is loaned to the Customer by Entropie under the terms of this Agreement, to which Entropie shall retain title.
- 1.5 'Services' means services provided to the Customer by Entropie under the terms of this Agreement.
- 1.6 'Service Component' means an individual component of the Services which is separately itemised on the Order and described in the Schedules.
- 1.7 'Order' means the order form attached hereto which sets out the Goods to be supplied and summary of Services to be delivered hereunder.
- 1.8 'Service Schedule' means the schedule attached hereto which sets out the detailed services to be provided and any applicable service levels.
- 1.9 'Supplement' means service-specific supplementary terms and conditions and its associated Service Schedule.
- 1.10 'Agreement' means these General Terms and Conditions and any engrossed Order(s), Supplement(s) and Schedules, all of which, taken together constitute the agreement between the parties for the supply of Goods and Services.
- 1.11 'General Terms' means these General Terms and Conditions
- 1.12 'Customer Data' means data that is the property of the Customer.
- 1.13 'Customer Information' means information supplied by the Customer (including names, email addresses, telephone numbers) which is required by Entropie to enable it to deliver the Services under the terms of this Agreement.
- 1.14 'Tariff' means the document that lists prices and charges, as amended from time to time and made available by Entropie on request.
- 1.15 'Confidential Information' means information, documentation, know-how, data, diagrams, specifications or other materials (digital, written or oral), belonging to the other and concerning the business and affairs of the other.
- 1.16 'Working Day' means 9am to 5pm Monday to Friday, excluding Bank and Public Holidays.
- 1.17 'Working Hour' means any hour within the Working Day.
- 1.18 'Hour' means clock hour, which may fall outside of the Working Day.
- 1.19 'Equipment' means telephony and computational hardware, including telephone handsets, workstations, servers, routers and switches.
- 1.20 'Software' means any software and associated documentation provided by Entropie to the Customer or its End Users pursuant to this Agreement or used by Entropie to provide the Services, including any software embedded in the Equipment.
- 1.21 'Minimum Term' means the initial term of this Agreement, set out in the Order attached hereto.
- 1.22 'Additional Term' means any term of this Agreement which is subsequent to the expiry of the Minimum Term, set out in the Order attached hereto.
- 1.23 'Commencement Date' means the date of commencement of this Agreement, as set out on the Order, which is the date of Entropie's acceptance of the Order.

- 1.24 'RFS Date' (Ready For Service Date) means the date from which the Services are available for use by the Customer, as notified by Entropie.
- 1.25 'Fault' means any defect or failure in the Services.
- 1.26 'Intellectual Property' means all intellectual property, including patents, utility models, trade and service marks, trade names, domain names, rights in designs, copyrights, moral rights, rights in databases, trade secrets and know-how, in all cases whether or not registered or able to be registered and including registrations and applications for registration of any of these and rights to apply for the same, rights to receive equitable remuneration in respect of any of these and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world.
- 1.27 'Force Majeure' means an event affecting the performance by a party of its obligations under this Agreement, arising from circumstances beyond its reasonable control, including flood, fire, earthquake, war, tempest, hurricane, industrial action (except any industrial action relating to Entropie, its subcontractors or suppliers or any other failure in Entropie's supply chain), government restrictions, legislation, act of God or any other occurrence of a like nature.

2. THE PARTIES

The parties to this Agreement are (I) Entropie Ltd ('Entropie'), whose registered office is at 18 Walker Avenue, Stratford Office Village, Wolverton Mill East, Milton Keynes, MK12 5TW and (II) the Customer, whose name and place of business are set out on the Order

3. GENERAL

- 3.1 These General Terms govern the overall relationship of the parties to this Agreement in relation to the Services provided by Entropie to the Customer. The Services to be provided to the Customer shall be as set out in each of the attached Supplement(s).
- 3.2 Entropie shall provide the Services to the Customer in the manner and on the terms of these General Terms and in each relevant Supplement.
- 3.3 From time to time, the Customer may engage Entropie to provide additional Services under the terms of an additional Supplement and relevant Order, which shall be incorporated into and subject to the terms of this Agreement.
- 3.4 In the event of a conflict between the terms set out in each of the Order, these General Terms and terms and conditions set out in the Supplement(s), the following order of precedence shall apply:
- 3.4.1 The terms in the Order;
- 3.4.2 The terms in the Supplement(s) and attached Schedules;
- 3.4.3 The terms of these General Terms.
- 3.5 In this Agreement:
- 3.5.1 The words 'including' and 'includes' when followed by particular examples shall be construed as illustrative and not exhaustive.
- 3.5.2 Words of a technical nature shall be construed in accordance with the relevant common usage in the information technology industry in the United Kingdom.
- 3.5.3 References to a 'person' include an individual, a body corporate and an unincorporated body of persons.
- 3.5.4 References to the singular includes the plural and vice versa.
- 3.5.5 Headings to clauses have been inserted for convenience of reference only and should not be construed as forming part of this Agreement.
- 3.5.6 A reference to a statute, statutory provision, order, regulation instrument or other subordinate legislation is a reference to that statute, statutory provision, order, regulation, instrument or other subordinate legislation and amendments and re-enactments made to such from time to time.
- 3.5.7 A reference to a regulatory authority or other competent body shall be deemed to include any successor authority or body.

4. COMMENCEMENT AND TERM

- 4.1 This Agreement shall be deemed to come into effect on the Commencement Date set out in the Order and shall run until the RFS Date and then from the RFS Date for the Minimum Term set out in the Order. Thereafter, this Agreement shall either continue to run or terminate in accordance with the terms of the applicable Supplement(s).
- 4.2 Additional Supplements shall come into force on the date specified in the relevant Order and shall continue until such time as specified in such Supplement, or until such Supplement is terminated earlier, in accordance with the terms set out therein or the terms of these General Terms and Conditions.
- 4.3 The termination of any particular Supplement shall not affect any other Supplement or these General Terms and Conditions, save that on termination of the last remaining Supplement, the entire Agreement shall be deemed terminated.

5. ENTROPIE'S OBLIGATIONS

During the term of this Agreement, and subject to the performance by the Customer of its obligations hereunder, Entropie shall:

- 5.1 Immediately notify the Customer when it becomes aware of the RFS Date or any subsequent change thereto.
- 5.2 Provide the Services set out in the Supplement(s) and associated Schedule(s), in accordance with the relevant Service Levels and subject to any Service Limitations, including:
 - 5.2.1 The delivery and if set out in the Order, installation of pre-configured Equipment at the Customer's site(s), set out in the Orders attached hereto;
 - 5.2.2 The provision of training in the use of the Equipment and Services as appropriate; and
 - 5.2.3 Making timely responses to fault reports made by the Customer and make reasonable endeavours to repair any fault in the Services Entropie according to the service level or targets set out in the relevant Schedule.
- 5.3 Warrant that it and its suppliers hold and shall continue to maintain all licences, authorisations, approvals and consents necessary to allow Entropie, its suppliers and subcontractors to provide the Services in accordance with all Applicable Laws.
- 5.4 Being engaged by Customer for its professional expertise, Entropie warrants that the Services shall be performed by competent staff, exercising a level of skill appropriate to their responsibilities.
- 5.5 Without prejudice to any other remedy to which the Customer may be entitled under the terms of this Agreement, promptly make good any failure to perform the Services arising from a failure of Entropie, its employees, subcontractors or suppliers at no charge to the Customer.
- 5.6 Without prejudice to its other obligations or responsibilities, ensure that when any of its obligations are performed on the Customer's premises all rules and instructions in force and published thereat are complied with.
- 5.7 Make reasonable endeavours to provide reasonable notice of any bona fide restriction which, for operational reasons Entropie may place on the Services.
- 5.8 Take full ownership of any Faults in the Services as properly reported to Entropie or of which it ought to be aware and maintain ownership until such Fault is resolved.
- 5.9 Work directly with its suppliers if such suppliers are involved in the resolution of particular Faults.
- 5.10 Recognising that the Services may be used in conjunction with services, software and equipment that may be provided and maintained by third parties (i.e. suppliers other than Entropie and its suppliers):
 - 5.10.1 Whilst Entropie cannot assume responsibility for the repair of any third party faults, it will however assist the Customer in the tracing and identification of problems incurred by the Customer which prove not directly attributable to the Services;
 - 5.10.2 Where it is appropriate, Entropie will also take reasonable steps to demonstrate to a third party supplier where the fault lies; and
 - 5.10.3 If such fault(s) are shown not to result from the Services, Entropie shall be entitled to charge the Customer for work carried out, at its prevailing rates.
- 5.11 At the commencement of this Agreement and any subsequent Supplement hereto provide a target time-scale for the RFS Date and make reasonable endeavours to provide Services by such date.
- 5.12 Make reasonable endeavours to ensure that it and its suppliers provide sufficient resources to perform their respective obligations under the terms of this Agreement.

6. CUSTOMER'S OBLIGATIONS

During the term of this Agreement and subject to the performance by Entropie of its obligations hereunder, the Customer shall:

- 6.1 If installation charges are indicated on the Order to be estimates, undertake to pay the actual charge incurred for the installation of the Equipment or Services.
- 6.2 Place calls for support services using the designated telephone number, email-address or web portal as notified to the Customer on commencement of the relevant Supplement or as updated from time to time.
- 6.3 Provide suitably qualified personnel for such times as may be reasonably required by Entropie:
 - 6.3.1 To give Entropie information and assistance in identifying and correcting any malfunctions;
 - 6.3.2 To receive and execute the appropriate corrective measures (or other instructions in relation to this Agreement) given by Entropie; and / or
 - 6.3.3 To carry out diagnostic tests on the Equipment as requested by Entropie.
- 6.4 Allow Entropie, its subcontractors or agents proper access to the Customer's premises and a suitable, safe working environment during the Working Day and at other times as may be reasonably requested; and
 - 6.4.1 Indemnify Entropie and its sub-contractors for death or personal injury claims that arise out of the Customer's failure to comply with the provisions of this clause, save where such claim arises out of the negligence of Entropie or its sub-contractors
- 6.5 Provide and prepare a suitable place for the installation of Equipment necessary for the delivery of the Services (including availability of electrical supply and connection points) in accordance with Entropie's reasonable instructions.
- 6.6 If Entropie has to install Equipment at a third party's site, seek all necessary permissions prior to Entropie gaining access to the site.
- 6.7 Following Entropie's installation of Equipment at the Customer's site, be responsible for replacing items of furniture and any necessary redecoration, provided that any such damage is minor, cosmetic and reasonably incurred.
- 6.8 If Equipment is loaned or rented by the Customer by Entropie to enable the delivery of the Services, the Customer agrees to Entropie's Supplemental terms for the Sale, Rental or Loan of Equipment, attached hereto.
- 6.9 Ensure that the use of the Services complies with the acceptable use clauses set out in this Agreement.
- 6.10 Indemnify Entropie against all claims made by third parties arising from faults in the Service.
- 6.11 Indemnify Entropie against all claims for non-performance of services provided under agreements with third parties even if Entropie invoices the Customer for such services.
- 6.12 Ensure that the existence of this Agreement does not breach the terms of any agreement made between the Customer and any other party for the supply of similar services.
- 6.13 Disclose to Entropie any facts that are known or potential issues that are suspected which might have a material impact on the implementation of the Services
- 6.14 In the event of a failure or interruption to the Services which has been investigated and or repaired by Entropie and found to be caused by the Customer or a third party (not connected with or under the control of Entropie), pay any reasonable charges levied by Entropie in respect of the work carried out.
- 6.15 Warrant that it holds and shall continue to maintain all licences, authorisations, approvals and consents:
 - 6.15.1 Necessary to allow it to use the Services;
 - 6.15.2 Necessary for any data, including documentation, software or data which may be supplied to Entropie for the purpose of assisting with the provision of the Services.
- 6.16 Save as provided by Entropie under the terms of this or another Agreement, provide all equipment necessary to enable access to the Services.

7. CONFIDENTIALITY

- 7.1 Each of the parties to this Agreement agrees to use Confidential Information solely for the purposes of executing this Agreement and for the evaluation of future products and services. Neither party shall disclose Confidential Information to any other person without the owner's written consent except when it

is deemed that such disclosure is required to execute this Agreement, in which case the disclosing party will obtain binding commitment from the receiving party to keep such information confidential.

- 7.2 Each of the parties to this Agreement shall, and procure that its staff, agents, regulators and subcontractors shall, keep confidential all Confidential Information that it shall have obtained as a result of the discussions leading up to or entering into or performance of this Agreement except:
- 7.2.1 To the extent that it can be shown that the information is publicly available other than through a breach of this Agreement;
 - 7.2.2 To the extent that it can be shown that the information was lawfully in its possession prior to the date of its disclosure by any other party;
 - 7.2.3 To the extent that the receiving party may have received the information from a third party without (bona fide) restriction as to disclosure;
 - 7.2.4 Where the receiving party receives or has received written consent to such disclosure from the party entitled to such information;
 - 7.2.5 To the extent that the receiving party may be required by law to make such disclosure, whereupon the receiving party shall forthwith notify the disclosing party of such requirement and shall limit disclosure to the portion of the Confidential Information which is legally required;
 - 7.2.6 To the extent that it can be shown that such has been independently developed by the receiving party;
 - 7.2.7 The parties agree in writing that such need not be kept confidential.
- 7.3 Upon written request from the other party, either party will return to the other all copies of the Confidential Information obtained during the performance of the Agreement within thirty days of such request.
- 7.4 Within thirty days of the date of termination of this Agreement, all Confidential Information and copies thereof shall be returned to the disclosing party, or at the disclosing party's request, destroyed by the receiving party.
- 7.5 Nothing in this clause shall prohibit Entropie from supplying the same or similar Goods or Services to other persons.
- 7.6 Neither party shall provide Confidential Information which has been received from the other in response to a request made under the Freedom of Information Act 2000 prior to giving the other party no less than ten Working Days to make its representations.
- 7.7 Without prejudice to any other rights or remedies that the disclosing party may have, the receiving party agrees that if Confidential Information is used, disclosed or threatened to be used or disclosed in breach of this clause 7, the disclosing party shall be entitled, without proof of special damage, seek injunctive relief or other equitable relief for any actual or threatened breach of this clause 7.
- 7.8 The provisions of this clause 7 shall survive in perpetuity the termination of this Agreement, howsoever occasioned.

8. DATA PROTECTION

- 8.1 In this Agreement the terms:
- 8.1.1 'Data Protection Legislation' means the Data Protection Act 1998, any amendments and re-enactments made thereto from time to time and any other data protection regulations currently in force;
 - 8.1.2 'Personal Data', 'Data Subject', 'Data Controller', 'Data Processor' Subject 'Access Request', 'Process' and 'Processing' shall have the meanings defined in the Data Protection Legislation;
 - 8.1.3 'Sub-Processor' means a subcontractor or supplier to Entropie who Processes Customer Data and Customer Information on Entropie's behalf.
- 8.2 Entropie and the Customer each agree to comply with their respective obligations under the Data Protection Legislation and to maintain all necessary registrations and notifications and the Customer agrees:
- 8.2.1 To obtain and maintain all necessary consents (including the consents of all relevant Data Subjects) which are required by Entropie for the purpose of performance of this Agreement.
- 8.3 The parties to this Agreement acknowledge that the provision of the Services will include the Processing of Customer Information and Customer Data and that such Customer Information and Customer Data may contain Personal Data.

- 8.4 The parties agree that in relation to Personal Data contained within both Customer Information and Customer Data, the Customer shall be the Data Controller and Entropie shall be the Data Processor.
- 8.5 The Customer hereby acknowledges that certain Services that Entropie provides under the terms of this Agreement will be provided to Entropie by a supplier or subcontractor and in respect of Personal Data, Entropie's supplier or subcontractor may act in the capacity of a Sub-Processor.
- 8.6 The Customer, in its capacity of Data Controller hereby authorises Entropie, in its capacity of Data Processor and Entropie's suppliers, whether direct or indirect, acting in the capacity of Sub-Processor to Process Customer Data and Customer Information, subject to Entropie and its suppliers' compliance with the following conditions:
- 8.6.1 To restrict Processing of Customer Data to the transmission and storage thereof;
- 8.6.2 Notwithstanding the provisions of sub-clause 8.6.1, Entropie and / or its supplier(s) shall be entitled use and store information including origin, destination, duration, route and time of data transmitted over its network services, exclusively for the purposes of:
- a) Collating statistics for network planning purposes; and
 - b) Providing such information to government security agencies in response to specific requests.
- 8.6.3 Not to retain any copy (save as required for the provision of specific services under the terms of this Agreement, including backup and disaster recovery), abstract, summary or précis of the whole or any part of the Customer Data (save as set out in sub-clause 8.6.2); permit its employees to do the same and shall procure similar written, binding undertakings from its subcontractors and suppliers, who may be acting in the capacity of Sub-Processor;
- 8.6.4 Not to modify any part of Customer Data or permit its employees to do the same and shall procure similar written, binding undertakings from its subcontractors and suppliers, who may be acting in the capacity of Sub-Processor;
- 8.6.5 Ensure that access to Customer Data or Customer Information is limited to those employees, subcontractors or suppliers who need access to such to meet Entropie's obligations under this Agreement and that all employees, subcontractors and suppliers shall be placed under the same written, binding obligation of confidence;
- 8.6.6 Not to disclose to any person Customer Information other than to its suppliers, subcontractors or employees who shall be placed under the same written, binding obligation of confidence and who need access to such Customer Information to facilitate proper performance of their contractual obligations (in relation to this Agreement), to Entropie;
- 8.6.7 Not to transfer Customer Information or Customer Data outside of the European Economic Area without complying with the provisions of the Data Protection Legislation regarding inter alia the adequate level of protection of any Personal Data that may be contained therein;
- 8.6.8 To promptly notify the Customer if it becomes aware of any accidental destruction, disclosure or illegal Processing of Customer Information or Customer Data;
- 8.6.9 If, under applicable regulations and / or legislation Entropie is required to disclose Customer Information or Customer Data, including communications content, to an appropriate judicial, law enforcement or government agency, Entropie shall prior to disclosure use reasonable endeavours to promptly notify the Customer of the disclosure, PROVIDED THAT it is not prohibited from doing so by the requesting agency.
- 8.6.10 To undertake to implement appropriate processes and technology to ensure that:
- a) The Processing of Customer Information and / or Customer Data which may contain Personal Data meets the requirements of the Data Protection Legislation;
 - b) Customer Data is protected (to a level that is appropriate to the risks associated with Processing) against the against accidental destruction, damage or disclosure;
 - c) Take reasonable precautions to preserve the integrity of any Customer Data which Entropie Processes and to prevent any corruption or loss of such data and in such event, and if attributed to any proven fault of Entropie or its agents, suppliers or subcontractors, promptly restore data at its own expense and reimburse the Customer for any reasonable expenses it incurs in having the data restored by a third party.
 - d) Entropie's employees as fully as it is reasonable to expect, understand their obligations under the Data Protection Legislation;
- 8.6.11 To undertake to assist the Customer with the Customer's own obligations under the Data Protection Legislation by:

- a) Communicating to the Customer within five Working Days, any Subject Access Requests that relate to the Customer Information or Customer Data;
- b) In response to written instructions, assisting the Customer in providing Subject Access by providing components of the Customer Data, such to be provided at the highest level of granularity (for example image, database, mailbox or file) that Entropie is able to provide under the terms of and subject to the terms of the applicable Service Supplement;
- c) Providing responses to reasonable requests for technical and organisational information in relation to the Processing of the Customer Information and Customer Data;
- d) In the event of a security breach, providing details of the Customer Data that is involved in the breach;
- e) On request making available to the Customer any of Entropie's relevant documentation that demonstrates its compliance with its obligations under the Data Protection Legislation.

8.6.12 On termination of this Agreement, return to the Customer copies of all Customer Data and delete Customer Data (unless such is prohibited by law) and Customer Information;

- 8.7 The Customer agrees that in the event of novation of this Agreement or part thereof by Entropie's supplier, Customer Data and Customer Information, which may contain Personal Data, will be transferred to the supplier or its assignee.
- 8.8 Entropie will indemnify the Customer against any and all claims and proceedings made or brought against the Customer in respect of any alleged breach of this clause 8 provided that such breach was due to the act or omission of Entropie, its employees, subcontractors or suppliers.
- 8.9 Entropie will on demand, deliver to the Customer all documents that may be in its possession or in the possession of its agents, subcontractors, suppliers or employees (including documents prepared by the Customer) which may include Personal Data.
- 8.10 The provisions of this clause 8 shall survive in perpetuity the termination of this Agreement, howsoever occasioned.

9. CHARGES AND PAYMENT

- 9.1 In consideration of the provision of the Services, the Customer shall pay the charges in accordance with this Clause 9 (the 'Charges').
- 9.2 Entropie shall invoice the Customer according to the billing period set out in the Order and charges will be calculated using the details recorded by Entropie.
- 9.3 Payments shall be paid by the Customer within thirty days of the date of Entropie's invoice.
- 9.4 The Customer agrees to pay Entropie the whole of the amount due without any withholding, deduction, set off or counter-claim.
- 9.5 Entropie shall be entitled to offset any monies owed to the Customer against any monies owed to Entropie.
- 9.6 Invoices shall be deemed accepted by the Customer unless a written objection, which clearly identifies the reason for the dispute is received by Entropie within ten Working Days of the date of the invoice. If the Customer disputes the invoice, the parties shall make all reasonable endeavours to resolve the dispute promptly. If the dispute has not been resolved within fifteen Working Days of the receipt by Entropie of the Customer's letter, the dispute shall be escalated in accordance with the provisions of Clause 18 of this Agreement.
- 9.7 If the Customer fails to make any payment in respect of Goods or Services by the due date, Entropie shall be entitled to take one or more actions:
 - 9.7.1 Suspend the provision of Services to the Customer until such time as the outstanding invoice(s) is/are paid;
 - 9.7.2 Charge the Customer interest at the rate of 5% above the prevailing Bank of England base rate, on any amount outstanding from the due date to the date of actual payment. Interest shall be applied on a daily basis;
 - 9.7.3 Terminate this Agreement and recover from the Customer damages for any loss suffered by Entropie as a result of such termination.
- 9.8 If during the execution of this Agreement Entropie incurs reasonable expenses, Entropie shall be entitled to charge the Customer at cost for such expenses provided that such provision has been indicated in the Order or otherwise agreed in writing with the Customer.

- 9.9 If Entropie is requested to provide Goods or Services in addition to those set out in the Order, Entropie shall charge the Customer for the provision of such Goods or Services at its prevailing rates.
- 9.10 All prices or Charges stated or referred to in this Agreement are exclusive of Value Added Tax which shall be charged in addition at the rate ruling at the tax point.
- 9.11 All elements of the Charges for Services shall be reviewed by Entropie to be effective at the end of the Minimum Term, and each subsequent anniversary thereof:
- 9.11.1 If there is material change to the charges made by Entropie's supplier, Entropie shall be entitled to pass such costs on to the Customer;
- 9.11.2 Any proposed changes in charges will be notified to the Customer in writing not less than ninety days prior to any anniversary.
- 9.12 Notwithstanding the provisions of clause 9.11, Entropie shall be entitled to increase its charges for any part of the Services if its suppliers increase their charges due to their increased costs:
- 9.12.1 At any time by providing the Customer not less than thirty day's notice;
- 9.13 Entropie shall be entitled to require that the Customer pays a deposit before the commencement of Services or during the term of this Agreement if Entropie becomes aware of an adverse change in the Customer's financial standing:
- 9.13.1 Entropie shall be entitled to apply all or any of the deposit against any unpaid charges at its sole discretion;
- 9.13.2 Deposits shall not attract interest.
- 9.14 It is a condition of his Agreement that the Customer pays all invoices by direct debit.
- 9.15 Entropie shall be entitled to correct an invoice issued to the Customer for a period of twelve months following the date of the invoice:
- 9.15.1 Clause 9.15 shall continue in force for a period of twelve months following termination of this Agreement, howsoever occasioned.
- 9.16 If the Customer modifies the Order after the Order has been accepted by Entropie, Entropie shall be entitled to charge the Customer for all expenses incurred up to the date of the modification.
- 9.17 Time is of the essence with regard to payments due under the terms of this Agreement.

10. LIMITATION OF LIABILITY

- 10.1 This clause 10 sets out Entropie's entire financial liability (including any liability for the acts or omissions of its employees, subcontractors agents and suppliers) to the Customer in respect of:
- 10.1.1 Any breach of the express or implied terms of this Agreement by Entropie, its employees, subcontractors agents and suppliers;
- 10.1.2 Any use made by the Customer of the Services;
- 10.1.3 Any of the Services, their supply or failure or delay in the supply thereof;
- 10.1.4 Any fraudulent misrepresentation, tortious act or omission (including negligence) arising under or in connection with this Agreement.
- Whether arising in contract (including under any indemnity), tort (including negligence), under common law or statutory duty.
- 10.2 Nothing in this Agreement shall limit Entropie's liability:
- 10.2.1 For death or personal injury caused by or arising from the negligence of Entropie, its employees, subcontractors agents or suppliers;
- 10.2.2 For any damage incurred by the Customer resulting from fraudulent misrepresentation by Entropie, its employees, subcontractors agents or suppliers;
- 10.2.3 For any breach by Entropie, its employees, subcontractors agents or suppliers of warranties as to title, quiet possession and freedom from encumbrance which may be implied by Section 2 of the Supply of Goods and Services Act 1982;
- 10.2.4 For losses arising directly whether in contract, tort (including negligence and a breach of statutory duty) or otherwise from Entropie's breach of Clause 8 of this Agreement where such breach results in the damage to, loss of, illegal Processing of or disclosure of Personal Data;
- 10.2.5 Any other liability than cannot be excluded or limited by law.

- 10.3 Notwithstanding any other provision of this Agreement but only subject to sub-clause 10.2, Entropie's maximum aggregate liability in one calendar year whether in contract, tort (including negligence and breach of statutory duty), misrepresentation restitution or otherwise for any direct loss or damage howsoever caused shall be limited to:
- 10.3.1 In relation to direct loss of or physical damage to tangible property, £5,000,000;
 - 10.3.2 In relation to direct losses reasonably incurred as a result of the Customer having the relevant Services supplied to a similar standard as set out herein by alternative supplier, or in any other cases not falling within sub-clause 10.2, the lesser of:
 - a) The total amount of the charges (including VAT) collected by Entropie in relation to the Services in the twelve month period prior to the date of the event which gave cause to the claim;
 - b) Twenty thousand pounds.
- In respect of any one event or series of connected events, PROVIDED THAT before any such claim is made Entropie is given reasonable opportunity to make good the breach giving rise to such claim.
- 10.4 Except as expressly set out in this Agreement, all conditions, warranties, terms, undertakings and obligations implied by statute, common law, custom, trade usage or otherwise are hereby wholly excluded to the maximum extent permitted by law.
- 10.5 Subject to any express terms and conditions of this Agreement to the contrary, Entropie shall not be liable in respect of any matter arising out of or in connection with this Agreement in contract, tort (including negligence and breach of a statutory duty), misrepresentation, restitution or otherwise for:
- 10.5.1 Any direct or indirect loss of Production, time, goodwill, reputation, use, opportunity, revenue, profit, contracts, business, expenditure or anticipated savings;
 - 10.5.2 Any loss or corruption of data or information;
 - 10.5.3 Losses incurred by third parties;
 - 10.5.4 Any indirect, special loss or damage;
 - 10.5.5 Any purely economic losses or punitive damages;
 - 10.5.6 Any loss or damage that could not be reasonably foreseen.
- And the Customer hereby waives and releases any claims it might otherwise have to be compensated in respect of such losses (without limitation), even if Entropie has been advised of the possibility of such loss or damages.
- 10.6 Entropie shall not in any event have any liability for non-provision in the provision of Services which:
- 10.6.1 Can be reasonably attributed to the acts or omissions of the Customer (including fraud), its employees, agents or subcontractors including provision of complete, accurate information in a timely fashion to Entropie;
 - 10.6.2 Can be reasonably attributed to the un-serviceability, un-suitability, mis-configuration or misuse of the Customer's equipment which is attached to the Services and is under the control of the Customer;
 - 10.6.3 Arises from or consequence of use of Entropie's Services other than in accordance with the express terms of this Agreement;
 - 10.6.4 Occurs during any period during which the Services have been suspended by Entropie in accordance with clause 12.
- 10.7 Entropie shall not in any event have any liability for non-provision of services arising from a delay to the RFS Date, howsoever caused.
- 10.8 The Customer acknowledges and agrees that data transmitted over technology including the public internet, telephony network or any other electronic means cannot be guaranteed to be free from the risk of interception, corruption or loss even if transmitted in an encrypted form, and that Entropie shall not be liable for any losses the Customer may incur resulting from the interception, corruption or loss of such data, and:
- 10.8.1 The Customer shall be responsible for insuring against loss of or damage to data stored or transmitted via the Services; and
 - 10.8.2 The Customer shall be responsible for adopting such security measures as are appropriate to protect the Customer's systems.
- 10.9 The Customer acknowledges and agrees that:

- 10.9.1 The allocation of risk contained in this clause 10 is reflected in the price charged for the Goods and Services;
 - 10.9.2 Entropie shall not be liable to the Customer in respect of any fraud or otherwise illegal activity perpetrated by the Customer, its employees, agents and subcontractors, nor any third party howsoever occurring;
 - 10.9.3 Entropie shall not be liable for any losses incurred by the Customer or any third party arising out of the Customer's breach of clause 8 of this Agreement;
 - 10.9.4 The Customer shall be liable for all losses incurred by Entropie arising directly from the Customers breach of clause 8 of this Agreement;
 - 10.9.5 Nothing in this clause 10 excludes or limits the Customer's liability to pay the charges due under the terms of this Agreement;
 - 10.9.6 Entropie shall not be liable for any losses, costs or damages whatsoever under the terms of this Agreement, where proceedings for such losses, costs or damages are begun one year or more after the occurrence of the breach giving rise to the claim.
- 10.10 If any exclusion in clause 10.5 is held to be invalid or any reason Entropie's liability for loss or damage that may be lawfully limited shall be limited to the aggregate liability set out in clause 10.3.2.
- 10.11 The Customer agrees and accepts that the express obligations and warranties made by Entropie in this Agreement are in lieu of and to the exclusion of any other warranty, condition, term, undertaking or representation of any kind, (excluding fraudulent misrepresentations) express or implied, statutory or otherwise relating to the Services provided under or in connection with this Agreement, including (though not limited to) those as to the quality, performance and care and skill used in its provision.
- 10.12 The Customer acknowledges that Entropie's obligations and liabilities are exhaustively defined in this Agreement.
- 10.13 The provisions of this clause 10 shall survive the termination of this Agreement, howsoever occasioned for a period of twelve months.

11. TERMINATION

- 11.1 This Agreement may be terminated (without prejudice to the terminating party's other rights and remedies) by written notice to the other party:
- 11.1.1 Forthwith by Entropie if Entropie's invoice remains unpaid two Working Days after receipt of written notice from Entropie to do so.
 - 11.1.2 Forthwith by Entropie if two consecutive direct debit requests are rejected.
 - 11.1.3 Forthwith by either party if the other commits any material breach of any terms of this Agreement and which (in the case of a breach capable of being remedied) shall not have been remedied within thirty days of a written request to remedy the same; or
 - 11.1.4 Forthwith by either party if the other convenes a meeting of its creditors or if a proposal shall be made for a voluntary arrangement within Part 1 of the Insolvency Act of 1986 or a proposal for any other composition, scheme or arrangement with (or assignment for the benefit of) its creditors or if the other is unable to pay its debts within the meaning of the Section 123 of the Insolvency Act 1986, or if a trustee receiver, administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the other or if a petition is presented or if a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the other or the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction); or
 - 11.1.5 Forthwith by the Customer if Entropie makes a change to the provision of the Services which has a material adverse effect on the Services provided under the terms of this Agreement;
 - 11.1.6 Forthwith by Entropie in advance of the supply of Services under the terms of this Agreement if Entropie's supplier declines to accept Entropie's order for the supply of Services;
 - 11.1.7 Forthwith by either party if Entropie ceases to be authorised by a competent authority to provide the Services;
 - 11.1.8 Forthwith by either party if the other party ceases to trade;
 - 11.1.9 Forthwith by either party if the other party commits a breach which cannot be remedied;
 - 11.1.10 Forthwith by either party if the other party is repeatedly in material breach of this Agreement;
 - 11.1.11 Forthwith if a right of termination arises in the event of Force Majeure;

- 11.1.12 In accordance with any additional terms of the attached Supplement(s).
- 11.2 On termination of this Agreement, the Customer shall forthwith return all Rental Equipment and Loan Equipment to Entropie.
- 11.3 Any termination of the Agreement (however occasioned) shall not affect any accrued rights, remedies or liabilities of either party. Nor shall it affect the continuance in force of any provision of this Agreement that is expressly or by implication intended to continue in force after such termination.

12. SUSPENSION OF SERVICES

- 12.1 Entropie shall be entitled to suspend the provision of the Services in whole or part, without notice (save as where it is reasonably possible to provide prior written notice) if:
- 12.1.1 In Entropie's reasonable opinion, the Services are being used for activities that are in breach of any acceptable use clause contained in any supplemental terms and conditions attached hereto or any other fraudulent, illegal or wrongful activity, knowingly or otherwise, by the Customer;
- 12.1.2 In Entropie's reasonable opinion, the Customer is in material breach of any other provision of this Agreement;
- 12.1.3 Payments are unpaid within thirty days of the due date;
- 12.1.4 Entropie is instructed to do so by Government or any other competent authority;
- 12.1.5 Any consent, wayleave or authority required by Entropie or its supplier is withdrawn, revoked or otherwise ceases to have effect.
- 12.2 In the event of suspension of Services under the terms of sub-clause 12.1:
- 12.2.1 Services shall be immediately restored by Entropie the situation which has given cause to the suspension is resolved by the Customer and Entropie shall be entitled to charge a reinstatement fee as set out in the Tariff;
- 12.2.2 The Customer shall continue to pay all of Entropie's charges in relation to this Agreement during the period of suspension of Services;
- 12.2.3 If the Customer fails to rectify the situation which has given cause to the suspension within thirty days of the commencement of the suspension, Entropie shall be entitled to terminate the Agreement under the terms of clause 11.
- 12.3 Entropie is not obliged to suspend services or give notice of suspension prior to exercising its right to terminate this Agreement.

13. Clause intentionally left blank

14. INTELLECTUAL PROPERTY RIGHTS

- 14.1 All Intellectual Property in the Equipment owned or used by Entropie, its sub-contractors, agents or suppliers ('Owners') in the performance of this Agreement shall be and will remain vested in the Owners except as expressly provided in this Agreement, Customer shall not acquire any rights, title or interest in or to any Intellectual Property owned or used by the Owners. To the extent to which it is entitled, Entropie grants to the Customer a non-exclusive licence to use all such Intellectual Property as is required to use the Services in accordance with the terms of this Agreement, until this Agreement is terminated or expires.
- 14.2 Entropie shall if applicable acquire for the Customer (a) non-exclusive, non-transferable, royalty-free licence(s) to use the Software set out in the Schedule attached to the relevant Supplement(s) for the purposes of using the Services for the term of the relevant Supplement(s). The Customer hereby undertakes to protect and keep confidential all Software and, except to the extent and in the circumstances expressly permitted by Entropie in accordance with Section 50B of the Copyright Designs and Patents Act 1988, Customer hereby undertakes that it shall make no attempt to examine, copy, alter, reverse engineer, disassemble or tamper with such Software.
- 14.3 All Intellectual Property owned or used by Customer and/or its sub-contractors, agents and suppliers ('Customer Owners') pursuant to this Agreement shall be and will remain vested in Customer Owners and except as expressly provided in this Agreement, Entropie shall not acquire any rights, title or interest in or to any Intellectual Property owned by Customer Owners.

- 14.4 The Customer shall indemnify Entropie in respect all losses, damages, costs or expenses and other liabilities (including reasonable legal fees) arising from any and all claims from third parties relating to the Customer's infringement of or non-compliance with any third party licences or other end user terms applicable to the use of any Software, either by the Customer and/or its employees, sub-contractors, agents or customers, including but not limited to any end user licence agreements provided that Entropie shall:
- 14.4.1 Promptly notify the Customer in writing of any such claim with full details of the claim;
 - 14.4.2 Promptly provide the Customer and its advisers with all information and assistance that they may reasonable require, at the Customer's cost;
 - 14.4.3 Allow the Customer (at its request) to use its chosen advisers and to have the exclusive conduct of all negotiations and proceedings (to include for the recovery of costs of Entropie) and provide the Customer with such reasonable assistance required by the Customer, regarding the claim; and
 - 14.4.4 Not, without the consent of the Customer, make an admission relating to the claim.
- 14.5 Entropie shall indemnify Customer and keep Customer indemnified against all losses, damages, costs or expenses and other liabilities (including reasonable legal fees) arising from an Intellectual Property rights claim ('IPR Claim') by the Owner of Equipment or Software supplied by Entropie under the terms of this Agreement, provided that Customer shall:
- 14.5.1 Promptly notify Entropie in writing of any IPR Claim with full details of the IPR Claim;
 - 14.5.2 Promptly provide Entropie and its advisors reasonable access to premises and personnel and to all relevant assets, accounts, documents and records that it possesses or controls (with the right to take copies) for the purposes of investigating the matter and enabling Entropie to take the action referred to in this sub-clause 14.5;
 - 14.5.3 Allow Entropie to use its chosen advisors and to have the exclusive conduct of all negotiations and proceedings (to include for the recovery of costs of the Customer) and provide Entropie with such reasonable assistance required by Entropie, regarding the IPR Claim;
 - 14.5.4 Not, without the consent of Entropie, make an admission relating to the IPR Claim;
 - 14.5.5 Promptly take any action and give any information and assistance as Entropie may reasonably request to dispute, resist, appeal, compromise, defend, remedy or mitigate the matter or enforce against a third party's rights in relation to the matter.
- 14.6 In the event of an IPR Claim, the Customer acknowledges that Entropie may, at its discretion and cost, licence to the Customer or procure a licence to the Customer of an alternative item and/or modify or procure the modification of the infringing item in each case provided that (i) this resolves the original IPR Claim, (ii) it does not give rise to another IPR Claim; (iii) is of no extra cost to the Customer and (iv) it does not materially affect the performance of the Services.
- 14.7 The provisions of clauses 14.4 and 14.5 shall not apply to the extent that such a claim is due to the negligence of that party against whom the claim has been made, or its customers or their respective officers, employees or agents.
- 14.8 Both the Customer and Entropie shall have a duty to mitigate any loss which it may incur as a result of a matter giving rise to a right of indemnification under this clause.
- 14.9 Entropie acknowledges that Customer Data is and shall remain the property of the Customer and the Customer reserves all IPRs which may at any time subsist in the Customer Data. To the extent that any Customer Data vest in Entropie by operation of law, such IPRs shall be assigned by Entropie to the Customer immediately on the creation of such Customer Data.
- 14.10 Entropie shall:
- 14.10.1 Not alter, store, copy, disclose or use Customer Data other than in strict accordance with this Agreement;
 - 14.10.2 Preserve, so far as possible, the integrity of Customer Data and prevent any loss, disclosure, theft, manipulation or interception of Customer Data and shall advise the Customer immediately in the event thereof.
- 14.11 To the extent that any Customer Data is held or Processed by Entropie, Entropie shall return such Customer Data to the Customer as may be requested from time to time.

15. MISCELLANEOUS

- 15.1 Entropie may recommend that another party carries out work, supplies goods, software or services to Customer. Customer shall not be obliged to engage any such recommended party and shall not be prejudiced in any way should it choose not to do so. However, if it does engage any such recommended party, Entropie does not guarantee the work, goods, software or services unless it has been negligent in making the recommendation.
- 15.2 In the case where Entropie provides goods or software originally manufactured or developed by third parties it passes on statements or representations in good faith but doesn't verify them or guarantee their accuracy.
- 15.3 Entropie cannot accept responsibility for any statements or representations unless such are made in writing.
- 15.4 If Goods or Services are provided to the Customer at reduced or no charge for a trial period, Entropie shall commence charging for the provision of the Services and Goods, at the price agreed between the parties, from the end of the trial period unless it is agreed between the parties that such Services or Goods shall not be required after the trial period.
- 15.5 The signing by Entropie of any of the Customer's documentation shall not imply any modification to this Agreement.
- 15.6 For the purpose of this Agreement, communications made between Entropie and the Customer by electronic mail shall be regarded as made in writing and signed by the party sending the electronic mail, save for the serving of notices under the terms of this Agreement, which is subject to the provisions of clause 26.
- 15.7 Entropie shall be entitled to correct any clerical or typographical error made by its employees at any time.

16. THIRD PARTY RIGHTS

Save as expressly stated, these terms and conditions do not confer any rights on third parties as provided for under the Contracts (Rights of Third Parties) Act of 1999 and it is not the intention of the parties to this Agreement to confer such rights.

17. GOVERNING LAW

This Agreement and the rights and obligations of the parties hereto shall be governed by the laws of England and both parties hereby agree to submit to the exclusive jurisdiction of the English courts.

18. DISPUTE RESOLUTION

- 18.1 If the Customer is not satisfied with any aspect of the delivery of the Services, in the first instance the Customer should make a complaint to Entropie using the procedure set out in the Schedule to the applicable Supplement.
- 18.2 The parties to this Agreement will attempt in good faith to resolve any dispute or claim arising out of or relating to this Agreement promptly through negotiations between the respective senior executives of the parties who have authority to settle the same.
- 18.3 Except in the case of disputes arising from non-payment of invoices which are deemed accepted by the Customer:
 - 18.3.1 If the dispute is not resolved through negotiation within ten Working Days, the parties will attempt in good faith to resolve the dispute through mediation in accordance with the Centre for Effective Dispute Resolution's Communication and Internet Service Adjudication Scheme (CISAS).
 - 18.3.2 Neither party may commence any court proceedings in relation to any dispute arising out of this Agreement except those excluded in clause 18.3 until they have attempted to settle said dispute by mediation and that mediation has terminated.
 - 18.3.3 The fees and the costs of such mediation or arbitration shall be borne equally by the parties.
- 18.4 Nothing in this clause 18 shall prevent either party from:
 - 18.4.1 Referring the dispute to the appropriate regulatory authority in accordance with any right either party may have to request a determination;
 - 18.4.2 Exercising any remedies or rights that may be available in respect of any breach of this Agreement.

19. FORCE MAJEURE

- 19.1 Subject always to the provisions of this clause 19, neither party shall in any circumstance be liable to the other for any loss of any kind whatsoever including any damages whether directly or indirectly caused or incurred by reason of any delay or failure in the performance of its obligations hereunder which is due to Force Majeure.
- 19.2 If either party becomes aware of circumstances of Force Majeure which prevent or are likely to prevent its performance of any obligations under the terms of this Agreement, it shall:
- 19.2.1 Notify the other in writing as soon as reasonably possible and in any case within five Working Days of the onset of such Force Majeure, specifying its nature and extent of the circumstances;
 - 19.2.2 Use all reasonable endeavours to mitigate the effects of such delay or prevention on the performance of its obligations under the Agreement; and
 - 19.2.3 Notify the other party as soon as the Force Majeure event has ceased to affect performance of the agreement and resume performance of its obligations as soon as reasonably possible..
- 19.3 If either party is unable to perform its obligations due to Force Majeure, the other party shall be released to an equivalent extent from its obligations relating thereto, including making payment for affected Services.
- 19.4 If either party is unable to perform its obligations due to Force Majeure for a period exceeding two months, the other party shall be entitled to terminate this Agreement by giving notice in writing, in which case neither party shall have any liability to the other except rights and liabilities which accrued prior to such termination shall continue to subsist.
- 19.5 For the avoidance of doubt:
- 19.5.1 Entropie acknowledges and agrees that any default of any of its sub-contractors, suppliers or agents shall not constitute a Force Majeure event and such default shall not excuse Entropie from the performance of its obligations under this Agreement; and
 - 19.5.2 During the period of any Force Majeure event, the Customer shall be entitled to engage an alternative supplier to provide a replacement to the Services.

20. ADVERTISING

Neither party shall be entitled to use any trademark or trade name of the other, refer to the other, this Agreement or the Services to be rendered hereunder, either directly or indirectly, in connection with any promotion or publication without the prior, written consent of the other (such consent not to be unreasonably withheld or delayed).

21. ASSIGNMENT

- 21.1 Entropie shall be entitled to subcontract all or any part of the Services. Such assignment will not relieve Entropie of any of its obligations under this Agreement.
- 21.2 Entropie shall be entitled to assign:
- 21.2.1 The benefit of this Agreement; or
 - 21.2.2 The benefit and burden of this Agreement to an affiliated body or third party in the event of a sale of all or substantially all of its assets and shall provide notice of such to the Customer.
- 21.3 The Customer shall not be entitled to assign the benefit or burden of this Agreement without the prior written consent of Entropie (such consent not to be unreasonably withheld or delayed).

22. VARIATION

- 22.1 If the Customer requests a change to the Services or Goods provided under the terms of this Agreement, such request shall be made in writing and will not be deemed accepted until acknowledged and agreed in writing by Entropie; and
- 22.1.1 If Entropie fails to accept such change, such failure shall not affect the provision of any foregoing Services.
- 22.2 Subject to the provisions of sub-clause 22.3, Entropie shall be entitled to change the terms of this Agreement by giving the Customer not less than one month's notice, in order to:
- 22.2.1 Comply with legal or regulatory obligations;

- 22.2.2 Maintain the security and integrity of the Services;
- 22.2.3 Improve or clarify the Agreement;
- 22.2.4 Add, change or withdraw Services or service levels;
- 22.3 If any change to the terms of this Agreement made by Entropie result in material adverse effect, which for the avoidance of doubt does not include price changes, the Customer shall be entitled to terminate this Agreement by giving one month's notice without incurring cancellation charges.
- 22.4 No modification, amendment or other variation to this Agreement shall affect the rights of either party accrued prior to the date of the variation.
- 22.5 No modification, amendment or other variation to this Agreement shall be valid unless agreed in writing and signed by both parties.

23. STAFF

- 23.1 Each party agrees not to approach employees or subcontractors of the other in order to entice them to join the other in a role that relates directly to the provision of the Services whether as an employee or in any other capacity, during the term of this Agreement or for a period of six months after its termination. If either party breaches the terms of this clause 23.1 the party in breach agrees, by way of liquidated damages and not a penalty, to pay the other a sum equal to the annual salary or otherwise of the employee or subcontractor concerned except where that employee has responded to a bona fide advertisement or other offer published or made to the general public.
- 23.2 Nothing in this Agreement or Entropie's performance thereof shall be construed as creating any relationship as between employer and employee, agent and principal, joint venture or any mutual obligation between the parties other than set out in this Agreement.
- 23.3 Entropie shall, at its sole discretion determine the allocation of its personnel in furnishing the Services.
- 23.4 The parties consider that the Transfer of Undertakings (Protection of Employment) Regulations 2006 ('TUPE') will not apply on the commencement or cessation (in whole or in part) of the provision of Services by Entropie; and
 - 23.4.1 The Customer agrees to indemnify Entropie and keep Entropie indemnified against any liabilities arising out of or in connection with any claim that or decision by a Court or Tribunal that the contract of employment of any staff has transferred to Entropie under the TUPE Regulations or otherwise as a result of the parties entering into this Agreement, including (without limitation), any liability for failure to inform and consult under the TUPE Regulations;
 - 23.4.2 If any contract of employment of any staff of the Customer has effect (or is argued to have effect) as if originally made between Entropie and staff of the Customer as a result of the TUPE Regulations or otherwise at any time, then Entropie shall be entitled, on becoming aware of that effect (or argued effect) to terminate the contract of employment of such staff and the Customer agrees to indemnify Entropie against any liabilities arising out of such termination and against any sum payable to or in respect of such staff prior to termination of employment.
- 23.5 The indemnities in sub-clauses 23.4.1 and 23.4.2 are not subject to the limitation of liability set out in sub-clause 10.3.

24. WAIVER

- 24.1 No forbearance, delay or failure by either party to exercise any of its powers rights or remedies under this Agreement will operate as a waiver of them.
- 24.2 Any single or any partial exercise of any such powers or rights or remedies shall not preclude any other or further exercise of them.
- 24.3 Any waiver to be affected must be agreed in writing and shall:
 - 24.3.1 Be confined to the specific circumstances in which it is given;
 - 24.3.2 Not affect any other enforcement of the same or any other right;
 - 24.3.3 Unless expressly stated, be revocable at any time (in writing).

25. SEVERABILITY

If any part of this Agreement is found by any competent jurisdiction to be invalid, unlawful or unenforceable then such part will be severed from this Agreement. The remainder of this Agreement will continue to be valid and enforceable to the full extent permitted by law.

26. NOTICES

- 26.1 Any notice to be given hereunder shall be delivered or sent by recorded delivery first class post addressed to the company secretary at the address of the other party set out in this Agreement and shall be deemed to have been received by the addressee within two Working Days of sending.
- 26.2 Notices shall not be deemed validly served if sent only by email or fax
- 26.3 For the avoidance of doubt, day-to-day operational matters excluding formal notifications (including notices to terminate) may be communicated by fax or email.
- 26.4 Either party may at any time notify the other of a change of address or person for the purpose of the serving of notices under the terms of this Agreement, subject to the terms of this clause 26.

27. ENTIRE AGREEMENT

- 27.1 This Agreement contains the entire agreement between the parties and supersedes any previous agreement between the parties, including understandings, commitments, agreements, draft agreements oral or written, and terms and conditions attached to the Customer's purchase order.
- 27.2 The parties acknowledge and agree that:
 - 27.2.1 The parties have not been induced to enter into this Agreement by, nor have relied on any statement, representation, promise, inducement or any other assurance not set forth herein;
 - 27.2.2 Except for fraudulent misrepresentations, the parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein;
 - 27.2.3 Entropie and the Customer have the power to enter into, exercise its rights under and perform and comply with its obligations under the terms of this Agreement.
- 27.3 No changes amendments or modifications of any of the terms or conditions of this Agreement shall be valid unless in writing, signed by both parties and engrossed into this Agreement.
- 27.4 Unless expressly stated to the contrary, general guidance documents including user manuals, handbooks or marketing collateral supplied by Entropie shall not form part of this Agreement.
- 27.5 The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.