

SCHEDULE 4
SUPPORT SERVICES

1 DEFINITIONS

1.1 Unless otherwise defined herein, capitalised terms in this Supply Schedule shall have the meaning given to them in the Master Services Agreement or the Contract, as applicable. The following definitions shall apply to this Supply Schedule:

"Consumables"	items designated as consumables by the manufacturer or replaced periodically, such as toner cartridges;
"Cover Period"	means (unless otherwise stated in a Proposal) the hours between 0900 and 1700 Monday to Friday, excluding public holidays in England;
"Local Area Network" or "LAN"	a local area network which is the linking together of two or more computers for a common purpose in the same location;
"Network"	the whole of a specified Wide Area Network or any Local Area Network specified, including any network hardware, Software, communications, interfaces and cables;
"Service Levels"	the service levels (if any) specified in the Proposal in connection with the Support Services;
"Wide Area Network"	a group of Local Area Networks linked together.

2 SUPPLY OF SUPPORT SERVICES

- 2.1 VCG will provide the Support Services in accordance with the Proposal.
- 2.2 VCG shall:
- 2.2.1 where VCG is providing a managed service as part of the Supplies, provide a monitoring service—and proactively manage issues as they arise and as they affect the efficient operation of the applicable systems or services;
 - 2.2.2 use reasonable endeavours to investigate and correct problems or failures during the Cover Period;
 - 2.2.3 use reasonable endeavours to meet any response times and fix times set out in the Proposal;
 - 2.2.4 where the Customer has taken Equipment with hardware Support Services, (where necessary) provide replacement of such Equipment to correct any problems;
 - 2.2.5 as upgrades to codes are released for products, propose and recommend upgrades where appropriate to maintain functionality. Emergent new features or the resolution of existing bugs may have a bearing on the upgrade path. With the agreement of the Customer, VCG will ensure the Customer's products are at the relevant release levels in order to optimise the solution;
 - 2.2.6 manage software and ensure that systems are only updated where necessary.
 - 2.2.7 respond to fault calls by remote diagnosis where appropriate and subject to the Customer providing the necessary access to its systems;
 - 2.2.8 comply with any reasonable safety and security procedures applicable to the location and made known to VCG;
 - 2.2.9 provide a call log facility both by telephone and via a web browser during the Cover Period, and where VCG is providing a managed service as part of the Supplies, provide an alerting facility, which will email the Customer's help desk with faults detected through VCG's monitoring system;
 - 2.2.10 follow up all fault calls made by the Customer and/or those detected by VCG's monitoring system including fault calls for systems covered under a manufacturer warranty and shall ensure there is a satisfactory conclusion and closure of all fault calls;
 - 2.2.11 where VCG is providing a managed network service as part of the Supplies, provide network performance reports on a regular basis which shall be at no more than 3-month intervals and as result of such reports either remedy or make recommendations to maintain the efficiency of the Network; and
 - 2.2.12 use reasonable endeavours to resolve problems caused by third parties and in particular the relevant telecommunications network provider however the Customer acknowledges and agrees that VCG shall not be held responsible for any actions outside its direct control.

3 EXCLUSIONS TO SUPPORT SERVICES

- 3.1 All support, maintenance and other services that are outside the scope of the Support Services set out in the Proposal shall be provided subject to additional charges at VCG's then prevailing rates. For the avoidance of doubt this also includes charges for work which following investigation are found to be no fault of the system. Such no-fault finds will incur a minimum charge based on 1 hour in the case of remote support and 1 hour plus 1 hour travelling in the case of a Site visit.
- 3.2 Exclusions to Support Services include but are not limited to:
- 3.2.1 the investigation and correction of faults in the system which result from the Customer or its agents, employees, contractors or sub-contractors misuse, accidents (including power surges), modifications or attachment of devices performed by the Customer or a third party, use of incorrect Consumables, failure to maintain a proper operating environment, damage caused by the transportation or movement of the system by the Customer or a third party or any cause except normal use;
 - 3.2.2 the provision of Consumable items or other such items whose serviceable lives are defined by the original manufacturer by reference to volume or usage and which have exceeded their serviceable lives including but not limited to platens, ribbons, tapes, desks, batteries, printer heads, laser printer toner and drum kits;
 - 3.2.3 faults as a result of modifications to the Equipment or Customer Equipment that have been made without prior approval by VCG;
 - 3.2.4 faults as a result of the Equipment being used outside the manufacturer's specifications;
 - 3.2.5 the provisions of Support Services outside the Cover Period;
 - 3.2.6 travelling time and labour charges where the Customer places a fault call but no failure can be found and the Customer is unable to demonstrate or provide evidence of a failure;
 - 3.2.7 consultancy, site preparation, audit, PC integration, network design, cabling, removals, systems relocation, installation and other similar services requested by the Customer; and
 - 3.2.8 testing the compatibility between the system and any device not supplied by VCG and the supply of any modifications to the systems.

4 CHARGES

- 4.1 The Charges payable by the Customer for the Support Services are subject to adjustment in accordance with paragraph 4.2 below.
- 4.2 If the scope of the Support Services is changed, the Charges may be adjusted which shall be agreed between the parties prior to such adjustment. Such adjusted Charges will be pro-rated from the date of the change to the end of the then current Contract Term and will become due on the date of change.

5 VERSION CONTROL

- 5.1 This Version of this Supply Schedule was last updated on 23 April 2024.

SCHEDULE 5
MANAGED SECURITY SERVICES

1. DEFINITIONS

1.1. Unless otherwise defined herein, capitalised terms in this Supply Schedule shall have the meaning given to them in the Master Services Agreement or the Contract, as applicable. The following definitions shall apply to this Supply Schedule:

"Documentation"	means the Managed Security Services documentation which is made generally available to the Customer by Foresite;
"Foresite"	means Foresite Limited (CRN: 08722484);
"Licenced Materials"	means the Managed Security Services and the Documentation;
"Partner Agreement"	means the partner agreement between VCG and Foresite relating to the reselling by VCG of the Managed Security Services.

2. MANAGED SECURITY SERVICES

- 2.1. Subject to the Customer's compliance with paragraph 2.2, VCG grants to the Customer a non-exclusive, non-transferable licence to use the Managed Security Services in accordance with the terms of the Master Services Agreement and this Supply Schedule for the period set out in the Proposal.
- 2.2. The Customer shall:
- 2.2.1. use the Licenced Materials strictly in accordance with the terms of the Documentation and for its internal business purposes only;
- 2.2.2. not reverse engineer, decompile, translate or disassemble any portion of any of the Licenced Materials or otherwise discover or duplicate any content, data, technology, routines, computer software, algorithms, methods or underlying ideas or design or user interface techniques included in any of the Licenced Materials;
- 2.2.3. not remove or permit to be removed from any Licenced Materials any proprietary, confidential, or copyright notices, markings, or legends; and
- 2.2.4. not copy the Licenced Materials or any related information except for archival purposes.
- 2.3. The Customer acknowledges and agrees that Foresite may reject the Customer's request to use the Licenced Materials, in which case VCG shall not be held responsible or liable to the Customer in any way for any loss or other costs suffered or incurred by the Customer as a result of Foresite's rejection.
- 2.4. The Customer acknowledges and agrees that Foresite has the right in its sole and exclusive discretion to discontinue at any time the offering of Managed Security Services, to make improvements to the Managed Security Services and to materially change the design of the Managed Security Services. VCG will use its reasonable endeavours to provide the Customer with reasonable advance notice of the implementation of any such discontinuance, improvements or changes in design provided VCG has received such information from Foresite. VCG shall not be liable to the Customer for any losses or costs incurred by the Customer as a result of any action taken by Foresite pursuant to this paragraph 2.4.

3. WARRANTIES AND LIABILITY

- 3.1. Notwithstanding any other terms of this Supply Schedule or the Master Services Agreement, to the maximum extent permitted by Applicable Law, all Licenced Materials are provided on an "AS IS" basis, and VCG expressly disclaims any and all warranties, express or implied, including, without limitation:
- 3.1.1. any and all implied warranties of merchantability, fitness for a particular purpose, and non-infringement;
- 3.1.2. any warranty regarding results obtainable or to be obtained by the Customer as a result of provision or use of the Licenced Materials;
- 3.1.3. any warranty of uninterrupted, timely, or error-free operation of any Licenced Materials; and
- 3.1.4. any warranty or covenant that any of the Documentation is accurate, complete, comprehensive, or suitable under every or any particular circumstance that may occur.
- 3.2. Without limiting in any way the generality of paragraph 3.1, no functional or other specifications for any of the Managed Security Services shall be deemed a representation or warranty that such Managed Security Services meets such specifications or functions or performs as such specifications provide, describe or suggest, and VCG does not represent, warrant, or covenant that any of the Documentation is accurate, complete, comprehensive, or suitable under every or any particular circumstance that may occur. No oral or written information or advice given by VCG or any other entity or person shall create any additional

representation or warranty by VCG and the Customer may rely on any such information or advice.

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1. The Customer acknowledges and agrees that, subject to the rights granted to it under this Supply Schedule, it will not acquire (neither will it assert that it has acquired) any right, title or interest of any kind in or to any of Foresite's Intellectual Property Rights.
- 4.2. The Customer shall not incorporate into any material, notes, records, drawings, designs, inventions, improvements, developments, concepts, discoveries, trade secrets or other proprietary information owned by the Customer or in which the Customer has an interest, any of Foresite's Intellectual Property Rights.
- 4.3. Foresite shall exclusively own all right, title and interest in and to the Licenced Materials including all material, notes, records, drawings, designs, inventions, improvements, developments, discoveries and trade secrets conceived, made or discovered by the Customer, solely or in collaboration with others, which relate in any manner to any Licenced Materials (collectively, "**Inventions**").
- 4.4. The Customer hereby automatically and irrevocably assigns to Foresite or its nominees/designees all right, title and interest in and to all Licenced Materials, including all Intellectual Property Rights therein, and including all Inventions.
- 4.5. The Customer will, and will cause all of its personnel to, both during and after the term of the Contract, execute all such documents and do all acts as VCG or Foresite may reasonably request so that all right, title and interest in and to the Licenced Materials and the Inventions vest in Foresite or its designees/nominees (as Foresite directs). Furthermore, at Foresite's request, the Customer agrees to assist Foresite, or its designees/nominees, at Foresite's expense, in every proper way to secure such rights in the Licenced Materials and the Inventions and any Intellectual Property Rights relating thereto in any and all countries, including the disclosure to Foresite of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which Foresite shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to Foresite, its successors, assigns and designees/nominees the sole and exclusive rights, title and interest in and to such Licenced Materials and Inventions, and any Intellectual Property Rights relating thereto. The Customer further agrees that the Customer's obligation to execute or cause to be executed, when it is in the Customer's power to do so, any such instrument or papers, shall continue after the termination/expiration of the Contract.
- 4.6. The Customer, for itself and its successor and assigns, agrees not to (and agrees to cause its affiliates not to), without Foresite's prior written consent thereto (which may be withheld in Foresite's sole discretion), prosecute or pursue or assist in the prosecution or pursuit of any Infringement Claim (as such term is defined below). Notwithstanding the foregoing, neither the Customer nor any of its affiliates shall be prohibited by this paragraph 4.6 from assisting Foresite or any of its affiliates in the prosecution or pursuit of any Infringement Claim. Neither the Customer nor any of its affiliates shall prosecute, pursue or assist in the prosecution or pursuit of, any Infringement Claim. As used herein, "**Infringement Claim**" means any claim, action or cause of action against any third party which results from, arises out of or relates to the infringement or misappropriation of any patents, copyrights or other Intellectual Property Rights pertaining to any of the Licenced Materials (by whomever created).
- 4.7. The Customer will promptly notify VCG of any information that comes to its attention regarding any actual, potential or attempted Infringement Claim. The Customer shall provide reasonable cooperation to Foresite in connection with any Infringement Claim.

5. INDEMNITY

- 5.1. The Customer shall indemnify, defend and hold harmless VCG against, without limitation, all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by VCG arising out of, or in connection with any and all third party claims to the extent they result from or arise out of:
- 5.1.1. the use by the Customer of any Licenced Material in any manner other than as expressly authorised by this Supply Schedule;
- 5.1.2. infringement or misappropriation of any third party Intellectual Property Rights as a consequence of the Customer's activities;
- 5.1.3. any development, sales, licensing, marketing, promotional, distribution, support or servicing activities engaged in by or on behalf of the Customer, or the operation of the Customer's business;
- 5.1.4. any third party products or services sold or licensed in connection with the license of the Licenced Material;
- 5.1.5. the distribution or use by the Customer of any third party software;
- 5.1.6. any breach of any of the provisions of this Supply Schedule by the Customer or Customer's personnel; and/or
- 5.1.7. any act or omission attributable to the Customer which is not otherwise covered or does not fall within any of the preceding clauses 5.1.1 through 5.1.7.

6. ASSIGNMENT

- 6.1. VCG may, without the prior written consent of the Customer, assign the benefit of this Supply Schedule to Foresite upon expiry or termination of the Partner Agreement or the Master Services Agreement.

7. VERSION CONTROL

- 7.1. This Version of this Supply Schedule was last updated on 23 April 2024.

SCHEDULE 6

CALLS & LINES TELEPHONY SERVICES

1. DEFINITIONS

1.1. Unless otherwise defined herein, capitalised terms in this Supply Schedule shall have the meaning given to them in the Master Services Agreement or the Contract, as applicable. The following definitions shall apply to this Supply Schedule:

"Act"	the Telecommunications Act 1984;
"BT"	British Telecommunications Plc;
"Calls & Lines"	the indirect service through the transfer of the Customer's telephone or data line and the automated diversion of calls to VCG's Designated Carrier Network;
"CPS"	carrier pre-select; the routing of calls through VCG's Designated Carrier Network;
"Designated Carrier Network"	the electronic communications systems run or procured by VCG for the purpose of providing the Telephony Services;
"Early Termination Fee"	the amount determined in its discretion by VCG and notified to the Customer following early termination, not exceeding (a) the Rental for the balance of the Minimum Period that remains outstanding or (b) if no Rental is payable, a sum equal to the arithmetic average of the Customer's monthly invoices prior to termination and based upon the last three full calendar months' invoices, multiplied by the complete calendar months left in the Minimum Period after the date of termination (but including the month in which the date of termination falls);
"Exchange Line"	apparatus forming part of the System used by VCG to connect the Site to a telephone exchange to provide the Telephony Services;
"Minimum Period"	twelve months (or such longer period as is referred to in the Proposal) from the date that the Telephony Services are first provided. If the Telephony Services are provided in discrete elements (such as separate Exchange Lines or separate Sites) then each discrete element shall have its own Minimum Period;
"Rental"	the monthly fee (including line rental, support cover and other rental) payable by the Customer for the Telephony Services, as set out in the Proposal or otherwise notified by VCG;
"Service Commencement Date"	in respect of a Site, the date on which calls made from the Site can be routed over VCG's Designated Carrier Network;
"System"	the electronic communications network that the Designated Carrier Network uses;
"Telephony Services"	CPS and/or Calls & Lines, as applicable.

2. TELEPHONY SERVICES

- 2.1. VCG will make reasonable efforts to provide the Telephony Services in a reliable manner and in accordance with good industry practice but the Telephony Services cannot be guaranteed to be fault free.
- 2.2. The Customer must notify VCG as soon as it becomes aware of any fault in the Telephony Services and, subject to receiving that notice, VCG will endeavour to correct any fault as soon as reasonably practicable. If VCG does anything to attempt to resolve a fault in the Telephony Services, but it is subsequently discovered that the fault is or was not caused directly by VCG's Designated Carrier Network, the Customer shall pay VCG for work done by VCG in that respect on a time and materials basis at VCG's current rates from time to time.
- 2.3. In the event that VCG supplies telephone numbers or CLI Presentation to the Customer as part of the Supplies, the following shall apply:
 - 2.3.1. OFCOM and/or the Carrier each have the power to withdraw an allocation of telephone numbers and therefore any telephone numbers offered to the Customer under the Contract cannot be guaranteed as being

available. VCG shall not be liable for any costs incurred by the Customer in relation to any such telephone number (including without limitation, in the advertising of such telephone number) which is withdrawn by OFCOM and/or the Carrier (save where and to the extent that such withdrawal is due to the negligence of VCG);

- 2.3.2. without prejudice to any rights the Customer may have to port a number allocated it, the Customer acknowledges it does not own or have any right to sell any number provided to it by VCG. Where the Customer has a number from a national numbering plan, the Charges for porting such number shall be as set out in the Proposal;
- 2.3.3. the Customer, in using the CLI Presentation service, hereby consents to allow VCG or any third-party VCG to present out a number that is different to that of the Customer's underlying CLI;
- 2.3.4. the Customer hereby authorises VCG to change the presentation number as and when required; and
- 2.3.5. the Customer acknowledges and agrees that the presentation number is owned by the Customer and neither the Customer nor any third-party VCGs need any other permissions to present the presentation number and where the presentation number is owned elsewhere, the Customer warrants, represents and undertakes that it has permission to use the presentation number.
- 2.4. Where VCG provides telephone numbers to the Customer as part of the Supplies, the Customer shall use such telephone numbers in accordance with Applicable Laws. VCG shall have the right to reallocate telephone numbers allocated to the Customer under a Contract if those telephone numbers are not used for a period of six (6) consecutive weeks following prior written notification by VCG (including by e-mail).

3. CHANGES TO DESIGNATED CARRIER NETWORK

- 3.1. VCG may at any time change VCG's Designated Carrier Network:
 - 3.1.1. if it needs to do so to comply with any Applicable Law including (without limitation) any applicable safety requirements; or
 - 3.1.2. where the change does not materially detract from the quality or performance of the Telephony Services.

4. COMPLIANCE WITH LAWS AND OBLIGATIONS

- 4.1. The Customer shall comply with any licence under the Act which is applicable to the Customer.
- 4.2. The Customer must obtain any relevant consents and approvals for the installation and use of any Equipment at the Site.
- 4.3. VCG will have no liability under this Agreement for failure to comply with its obligations in any case where the Customer does not comply with any such relevant laws or obligations or does not obtain such consents or approvals.

5. USE OF TELEPHONY SERVICES

- 5.1. The Customer shall not use the facilities provided to the Customer through the provision of the Telephony Services other than in accordance with any operating instructions VCG may provide from time to time.
- 5.2. The Customer shall ensure that the Telephony Services are not used for the sending of any defamatory, offensive, abusive, obscene or menacing material or in a manner which infringes the rights of any person (including rights of copyright or confidentiality) and the Customer will fully and effectually indemnify VCG from and against any and all liabilities, cost, expense, damage, claim or proceedings which may be made or brought against or suffered or incurred by VCG in connection with any such use.

6. SUSPENSION OF TELEPHONY SERVICES

- 6.1. VCG may, without terminating the Telephony Services, immediately suspend the provision of part or all of the Telephony Services until further notice if:
 - 6.1.1. VCG would be permitted to terminate the Contract;
 - 6.1.2. VCG needs to do so in order to comply with an order, instruction or request of Government, an emergency services organisation, or other competent administrative authority. VCG will give the Customer as much notice as is reasonably practicable in the circumstances if it needs to suspend the Telephony Services for this reason; or
 - 6.1.3. VCG considers in its absolute discretion that it reasonably needs to repair, maintain or improve the Designated Carrier Network or the Telephony Services at the Site. VCG will give the Customer as much notice as is reasonably practicable in the circumstances if it needs to suspend the Telephony Services for this reason.
- 6.2. If VCG suspends the Telephony Services under paragraph 6.1.2 or paragraph 6.1.3, it will use reasonable endeavours to only do so for as short a period as is reasonably practicable in the circumstances.
- 6.3. If VCG suspends the Telephony Services due to any event in paragraph 6.1, this will not preclude it from terminating the Telephony Services later in respect of that or any other event, nor will it prevent VCG from claiming damages from the Customer.

- 6.4. The Customer acknowledges that BT may take action or fail to take action which may result in disruption in the Telephony Services and VCG shall not be held liable for such disruption.

7. CHARGES

- 7.1. The Customer acknowledges that the Charges for Telephony Services have been based upon the Customer taking Calls & Lines and CPS from VCG in respect of the relevant Exchange Line. If Calls & Lines on any relevant Exchange Lines ceases to be provided, VCG shall be entitled to amend its Charges to its then standard charges for CPS as a stand-alone service. If CPS on any relevant Exchange Line ceases to be provided, the Telephony Services shall terminate forthwith, without prejudice to VCG's rights in respect of the Early Termination Fee.
- 7.2. VCG reserves the right to charge the Customer the Early Termination Fee if the Telephony Services are terminated for any reason during the Minimum Term.

8. TERMINATION

- 8.1. Without prejudice to any other rights or remedies VCG may have (either under the Contract or at law), VCG may terminate Telephony Services (and the relevant Contract, as applicable) at any Site immediately by serving written notice on the Customer if the Customer's telecommunications licence under which the Customer has the right to run its telecommunications system is revoked or amended (and not replaced by an equivalent licence or right) so that VCG is not permitted by law to provide the Telephony Services.

9. VERSION CONTROL

- 9.1. This Version of this Supply Schedule was last updated on 23 April 2024.

SCHEDULE 7
VOICE OVER IP SERVICES

1. DEFINITIONS

- 1.1. Unless otherwise defined herein, capitalised terms in this Supply Schedule shall have the meaning given to them in the Master Services Agreement or the Contract, as applicable. The following definitions shall apply to this Supply Schedule:

"Emergency Calls"	a call to 999 or 112 or any other number associated with United Kingdom emergency services;
"IP"	internet protocol;
"IP Access Circuit"	an IP circuit used to carry IP traffic;
"Landline"	a traditional phone line, PTSN fixed line, or similar infrastructure;
"VOIP"	voice over internet protocol.

2. VOIP SERVICES

- 2.1. In the event that VCG supplies VOIP Services as part of the Supplies to the Customer, the following shall apply:

2.1.1. Whilst VCG will use its reasonable endeavours to provide the VOIP Services as set out in the Proposal, VCG shall have no liability for the standard of quality or performance of VOIP Services and VCG draws the following features of VOIP to the Customer's attention:

- 2.1.1.1. VOIP may not offer all the features, quality or resilience the Customer may expect from a Landline;
- 2.1.1.2. VOIP may sometimes be limited, unavailable or disrupted due to the events beyond VCG's control e.g. power disruptions, failures or the quality of any connection;
- 2.1.1.3. wherever possible, arrangements should be made by the Customer to maintain a Landline as an alternative to VOIP;
- 2.1.1.4. the quality of a call made via VOIP is more akin to that experienced when making a call from a mobile network service to another mobile network service and this means that it is typically less than the quality experienced on a Landline;
- 2.1.1.5. if the Customer uses VOIP to make Emergency Calls, the location information received by emergency services will be limited to the installation address of the Site, which may not be the location from which the call originated, and as such the Customer may be required to provide information about the Customer's location to the emergency services to allow them to respond;
- 2.1.1.6. Emergency Calls made using VOIP may fail if there is a power failure or connection failure;
- 2.1.1.7. the ability for the Customer to make Emergency Calls cannot be guaranteed;
- 2.1.1.8. VOIP originated Emergency Calls will not receive the same network priority at all points on the network as that which an Emergency Call made on a mobile network or on a Landline will receive; and
- 2.1.1.9. Customer Equipment used to access VOIP requires mains power to make Emergency Calls.

- 2.2. The Customer acknowledges and agrees that the following items may be required at the Site before VOIP Services can be installed:

- 2.2.1. IP phones or soft phones; and/or
- 2.2.2. IP Access Circuit and any corresponding data hardware including but not limited to routers and port switches.

- 2.3. The Customer shall provide to VCG (and update VCG in the event of any change in such details), the following records:

- 2.3.1. a telephone number that may be used to call the Customer;
- 2.3.2. the Customer's Site address including post code; and
- 2.3.3. where the Customer has nomadic applications that use more than one network termination point or equivalent, the address where the number is normally used.

3. VERSION CONTROL

- 3.1. This Version of this Supply Schedule was last updated on 23 April 2024.

SCHEDULE 8
HOSTING SERVICES

1. DEFINITIONS

- 1.1. Unless otherwise defined herein, capitalised terms in this Supply Schedule shall have the meaning given to them in the Master Services Agreement or the Contract, as applicable. The following definitions shall apply to this Supply Schedule:

"Professional Services"	any non-standard professional consulting or support services provided by us;
"Service Levels"	the services levels as set out in the Proposal;
"Set-up Charges"	the set-up charges as set out in the Proposal;
"Supplemental Charges"	all charges payable by the Customer in respect of any Consultancy Services including without limitation fees for migrating servers, reconnection and reinstatement of service fees, managed backup overage fees, additional bandwidth fees, and any emergency service fees all of which shall be in accordance with VCG's then current prices and pricing policy if not agreed in writing in the Proposal.

2. HOSTING SERVICES

- 2.1. VCG will:
- 2.1.1. perform the Hosting Services in accordance with the Service Levels; and
- 2.1.2. provide the firewall protection set out in the Proposal but the Customer acknowledges and agrees that VCG shall not be liable to the Customer if there is any unauthorised access to the Customer's web solution, content or data through the use of the Hosting Services unless the access was caused by VCG's failure to perform its obligations under this Supply Schedule and that failure caused such unauthorised access.
- 2.2. VCG is constantly upgrading its data centre facilities and in order for the Customer to benefit from this, the Customer acknowledges and agrees that VCG may relocate the Customer's servers within VCG's data centres, make changes to the provision of the Hosting Services, URLs and the Customer's IP addresses and may establish new procedures for the use of the Hosting Services. In each case, VCG will give the Customer reasonable advance notice (including by e-mail) and use all reasonable endeavours to minimise the effect that such change will have on the Customer's use of the Hosting Services.
- 2.3. VCG will use all reasonable endeavours to provide the Hosting Services within the time scales set out in the Proposal but the Customer acknowledges and agrees that VCG shall have no liability for any failure to meet any time limits. Time is not of the essence in respect of the provision of the Hosting Services.
- 2.4. VCG may from time to time in its sole and absolute discretion:
- 2.4.1. change the specification of the Hosting Services provided that any change to the specification does not materially and substantially affect the performance of the Hosting Services; and
- 2.4.2. suspend the Hosting Services for repair, maintenance or improvement of the Hosting Services or for an emergency. VCG will use its reasonable endeavours to restore the Hosting Services as soon as reasonably practicable after any suspension.
- 2.5. Before undertaking any of the actions set out in paragraph 2.4 VCG will provide the Customer with reasonable notice (which save in the event of an emergency shall not be less than 24 hours) and VCG will use its reasonable endeavours to agree with the Customer when the Hosting Services will be suspended however the Customer accepts that this may not always be possible.
- 2.6. Each party agrees with the other that it shall not attempt to access the other party's or its third party supplier's source code or other confidential information.

3. CHARGES AND PAYMENT

- 3.1. On the Actual Commencement Date VCG will send the Customer an invoice for the Set-up Charges, as well as the Charges (which will be pro-rated for the partial first month from the Actual Commencement Date to the last day of the calendar month). After that, unless it is stated to the contrary in the Proposal, VCG will send the Customer an invoice monthly or quarterly in advance.
- 3.2. Where the Charges are payable monthly or quarterly in advance the Customer acknowledges and agrees that it is not entitled to a refund, either in part or in full, if VCG terminates the Contract during any such quarter period.
- 3.3. VCG will send the Customer an invoice for any Supplemental Charges either as soon as VCG have provided the corresponding Consultancy Services or at the end of that month.

4. CUSTOMER OBLIGATIONS

- 4.1. The Customer shall provide and maintain the Customer Equipment, software and communications lines, including any public lines required by the Customer to properly access the Customer's web solution, content or data. The Customer must maintain a telecommunications link for the Hosting Services which is of a capacity and quality suitable for the purpose.
- 4.2. All Internet use is subject to security vulnerabilities and the Customer acknowledges that a security breach could be disastrous for the Customer as well as for VCG. The Customer shall use at least reasonable security precautions in having regard to the Customer's business and the Hosting Services that the Customer is using. VCG will provide security for the Hosting Services as set out in the Proposal but the Customer acknowledges and agrees that it is responsible for security other than as provided by VCG.
- 4.3. The Hosting Services are provided subject to the Customers proper use of them and therefore, the Customer undertakes that its use of the Hosted Services will not be in breach of the AUP nor any other Applicable Laws.
- 4.4. The Customer acknowledges and agrees that VCG may suspend Hosting Services without telling the Customer and without liability (but where practicable, VCG will give the Customer reasonable prior notice) if:
- 4.4.1. the Hosting Services are being used in violation of the AUP;
- 4.4.2. the Customer does not cooperate with VCG's investigation of any suspected violation of the AUP;
- 4.4.3. there is an attack on the Customer's servers or other event for which VCG reasonably believes that the suspension of Hosting Services is necessary to protect the Customer, VCG's network or its other customers; or
- 4.4.4. if required by Applicable Law or as compelled by a law enforcement or government agency.
- 4.5. The Customer shall reimburse VCG in full for all liabilities, losses, costs and expenses incurred by VCG arising from any breach of the AUP or a breach of a third party's rights by the Customer or the Customer's customer's or user's content, data or equipment.

5. THIRD PARTY SERVICES

- 5.1. At the Customer's request and subject to the Customer agreeing to any applicable Third Party Terms, VCG may (in connection with the provision of Hosting Services) use or provide Third Party Products to the Customer and may provide product support for them.
- 5.2. Where Third Party Products are used or supplied, in connection with the provision of any Hosting Services, the Customer acknowledges and agrees that the provision of clause 10 (Third Party Products) of the MSA shall apply with respect to such Third Party Products.

6. VERSION CONTROL

- 6.1. This Version of this Supply Schedule was last updated on 23 April 2024.

SCHEDULE 9

CARRIER'S CONDITIONS OF USE

VCG's networks are based on connectivity provided through the Carrier. As such, the provision of Carrier Services is subject to the Carrier Conditions under which the Carrier operates and provides services to VCG, and shall include the following conditions as a minimum. Any additional Carrier terms may be provided to the Customer on request.

1 CARRIER SERVICES

1.1 Carrier will:

- 1.1.1 exercise reasonable skill and care of a competent telecommunications service provider in providing the Carrier Services. The service cannot be guaranteed to be fault free but Carrier shall provide the same quality of service as it provides time to time to its customers generally;
- 1.1.2 use its reasonable endeavours to provide the Carrier Services by the date agreed with but accept that all dates are estimates and the Carriers have no liability for any failure to meet any date;
- 1.1.3 grant a non-exclusive non-transferable right to use the Carrier Services for the sole purpose of enabling VCG to provide its service to one or more sites. The Carrier will only provide the Carrier Services to a site for whichever is the shortest of:
 - 1.1.3.1 the duration of its contract with an end user for the service at that site; or
 - 1.1.3.2 the duration of the end user's contract for the use of a Carrier provided analogue direct exchange line, which terminates on a Carrier public switched telephone network master socket forming part of the Carrier network;
 - 1.1.3.3 the duration of this Contract.
- 1.1.4 comply with all laws and regulations enforceable at law relevant to the provision of the Carrier Services;
- 1.1.5 be free to carry out emergency or urgent maintenance to the network to ensure continuity of service provision. The Customer will be advised as soon as reasonably practicable of any such emergency or urgent maintenance, and where reasonably practicable prior to such works.

1.2 Subject always to paragraph 1.1.1 above occasionally Carrier may:

- 1.2.1 for operational reasons, change the technical specification of the Carrier Services upon giving not less than 28 days' notice, provided that any such changes do not have a materially adverse effect on the performance or provision of the Carrier Services;
- 1.2.2 give instructions which it believes are necessary for reasons of health, safety or quality of any other telecommunications services provided by Carrier to or any other customer; or
- 1.2.3 suspend the Carrier Services for operational reasons such as maintenance or service upgrades or because of an emergency,
- 1.2.4 but before doing any of these things, Carrier will, if it is possible, give as much notice as possible and whenever practicable will agree with when the service will be suspended.
- 1.2.5 upon given written notice and at its discretion suspend or vary the Carrier Services without compensation for any period during which:
 - 1.2.5.1 Carrier is required to do so in order to avoid a breach of their authorisation under the Communications Act 2003, as amended from time to time;
 - 1.2.5.2 Carrier is obliged or requested to comply with an order or instruction of, or a recommendation or request to take such action received from the Government Ofcom, ICSTS, an emergency services organisation or a competent administrative authority;
 - 1.2.5.3 Carrier reasonably suspects or believes that the Customer is in breach of clause 1.3 below.

1.3 The Customer must not knowingly allow or permit any end user to use the Carrier Services:

- 1.3.1 in a way that does not comply with the terms of any legislation or any licence applicable to the Customer or end user (as appropriate) or that is in any way unlawful or fraudulent or, to the knowledge of the Customer, has any unlawful or fraudulent purpose or effect; or
- 1.3.2 in connection with the carrying out of a fraud or criminal offence against Carrier, or any other public telecommunications operator; or
- 1.3.3 to send, knowingly receive, upload, download, use or re-use material which is abusive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy or any other rights; or
- 1.3.4 in a way that in Carrier's reasonable opinion could materially affect the quality of any telecommunications service, including the Carrier Services, provided by Carrier.

- 1.4 The Customer will indemnify VCG and the Carrier, against any claims or legal proceedings, which are brought or threatened against VCG or the Carrier, by a third party, because the Customer is in breach of paragraph 1.3 above.

2 VERSION CONTROL

- 2.1 This Version of this Supply Schedule was last updated on 23 April 2024.