



Supplementary terms for the supply of Subscription Services

The Services described in these Supplementary Terms shall be supplied by the Company to the Client on the terms and conditions set out in the Company's General Terms and Conditions and these Supplementary Terms.

1. SUPPLEMENTARY DEFINITIONS

- 1.1 'Domain Name' means a unique name that identifies a website or other services that communicate via the Public Internet.
- 1.2 'End User' means a user of the Subscription Services.
- 1.3 'Google' means Google LLC, a vendor of subscription-based services.
- 1.4 'Hosted Services' means a subset of the Subscription Services which are hosted directly on the Vendor's hosting platform.
- 1.5 'Network' means the Vendor's network infrastructure which is used to deliver the Subscription Services.
- 1.6 'Public Internet' means the world-wide collection of private and public router-based networks that are interconnected via gateways and exchange points.
- 1.7 'Registrar' means an organisation which manages the assignation and reservation of Domain Names.
- 1.8 'Service Component' means a component of the Services.
- 1.9 'Subscription' means a subscription to a single licence to use the Subscription Services.
- 1.10 'Subscription Services' means Hosted Services and Subscription Software.
- 1.11 'Third Party Vendor' means a vendor (other than Google) of subscription-based services.
- 1.12 'Vendor' means Google and / or Third Party Vendor.

2. TERM

- 2.1 This Agreement will be deemed to come into effect on the Commencement Date and shall run for the Minimum Term as set out in the Order and thereafter for Additional Terms until terminated by either party.
- 2.2 The Company shall not less than the Minimum Notice Period prior to the end of the Minimum Term or any Additional Term thereafter, notify the Client of changes to charges and any other changes to the terms of this Agreement. In the event that:
 - 2.2.1 The Client serves notice to terminate this Agreement in accordance with clause 11 of the General Terms and Conditions or clause 9 hereof, this Agreement shall terminate at the end of the Minimum Term or any Additional Term; or
 - 2.2.2 The Client notifies the Company of acceptance of changes, the Agreement shall continue in force for the duration of an Additional Term; or
 - 2.2.3 The Client fails to notify the Company of acceptance of changes and fails to serve notice to terminate, such failures to notify the Company shall imply that the changes have been accepted and the Agreement shall continue in force for the duration of an Additional Term.

3. SUBSCRIPTION TO AND PROVISION OF SERVICES

- 3.1 The Company will provide the following Services, as set out on the Order:
 - 3.1.1 Third Party Vendor desktop / server applications (the 'Subscription Software'); and
 - 3.1.2 Google G Suite online applications;
 - 3.1.3 Third Party Vendor online vendor applications;

- 3.1.4 Third Party Vendor online services (collectively the 'Hosted Services'); and
 - 3.1.5 Domain name registration services.
- 3.2 The Service Components to be provided under the terms of this Agreement are set out on the Order.
- 3.3 The Client acknowledges that the Hosted Services will be provided directly to the Client by the Vendor.
- 3.4 The Client hereby appoints the Company as its agent for the purposes of registering the Client's subscription to the Subscription Services, maintaining the Client's subscription to the Subscription Services and billing the Client for the subscription to the Subscription Services; and
 - 3.4.1 Authorises the Company to subscribe to the Subscription Services set out on the Order and described in the Service Schedule, on its behalf; and
 - 3.4.2 Agrees to at all times comply with and be legally bound by the terms of the Vendor's prevailing licence and / or service terms for the use of the Subscription Services; and
 - 3.4.3 Acknowledges that it is the Client's sole responsibility to obtain a copy of such terms and conditions and to comply therewith; and
 - 3.4.4 Agrees that any breach by the Client of the Vendor's terms and conditions shall be deemed a breach of this Agreement.
- 3.5 In respect of any Domain Name that the Client supplies to be linked with email hosting components of the Subscription Services, the Client confirms and warrants that it is the owner of or that it has been licensed by the owner to use, any relevant trademark or name as the domain name and subject to the provisions of sub-clause 10.13 of the General Terms and Conditions, indemnifies the Company against all claims and proceedings arising from infringement of any Intellectual Property rights of any third party in relation to the Domain Name.
- 3.6 The Company does not make any representations as to the accuracy, comprehensiveness, completeness, quality, currency, error-free nature, compatibility, security or fitness for the Client's purpose of the Subscription Services.

4. ACCEPTABLE USE

- 4.1 The Client agrees to use the Subscription Services in accordance with the provisions of this Agreement, any relevant service literature and all other reasonable instructions issued by the Company or the Vendor from time to time.
- 4.2 The Client agrees to ensure that the Hosted Services are not used by its End Users to:
 - 4.2.1 Post, download, upload or otherwise transmit materials or data which is abusive, defamatory, obscene, indecent, menacing or disruptive;
 - 4.2.2 Post, download, upload or otherwise transmit materials or data uploads or make other communications in breach of the rights of third parties, including those of quiet enjoyment, privacy and copyright;
 - 4.2.3 Send or knowingly receive data in such a way or amount so as to adversely affect the Network (or any part thereof) which underpins the Hosted Services, its suppliers or third parties;
 - 4.2.4 Carry out any fraudulent, criminal or otherwise illegal activity;
 - 4.2.5 Obtain access to restricted areas of the Network, data, systems or services;
 - 4.2.6 In any manner which in the Company's reasonable opinion brings the Company's name into disrepute;
 - 4.2.7 Knowingly make available or upload file that contain viruses, malware or otherwise corrupt data;
 - 4.2.8 Falsify true ownership of software or data contained in a file that the Client or End User makes available via the Hosted Services;
 - 4.2.9 Falsify user information or forge addresses;
 - 4.2.10 Act in any way which threatens the security or integrity of any computer system;
 - 4.2.11 Violate general standards of internet use, including denial of service attacks, unauthorised IP or port multicasting, spoofing, broadcasting, translation, routing, web page defacement and port or number scanning;
 - 4.2.12 Connect to the Hosted Services insecure machines or services able to be exploited by others to carry out actions which constitute a breach of this Agreement including the transmission of unsolicited bulk mail or email containing infected attachments or attempts

to disrupt websites and/or connectivity or any other attempts to compromise the security of other users of the Network or any other third party system;

4.2.13 Send email to anyone who does not wish to receive it.

4.2.14 Immediately notify the Company of such contravention.

4.3 The Client acknowledges that it responsible for all data and/or traffic originating from the equipment and/or networks that it has connected to the Hosted Services.

4.4 If the Client becomes aware that equipment under its control is generating data and/or traffic which contravenes this Agreement, the Client agrees to:

4.4.1 Immediately disconnect (and subsequently secure prior to reconnection) such equipment;

4.4.2 Immediately notify the Company of such contravention.

4.5 The Client acknowledges that it is solely responsible for its and its End User's use of the Public Internet and any web pages accessed using the Hosted Services.

4.6 The Client agrees not use the any part of the Subscription Services to disrupt or attempt to disrupt another Public Internet user's internet experience.

5. THE CLIENT'S OBLIGATIONS

During the term of this Agreement, and subject to the performance by the Company of its obligations hereunder, the Client:

5.1 Shall use the Subscription Services in accordance with the provisions of the Vendor's terms and conditions of use, this Agreement, any relevant service literature and all other reasonable instructions issued by the Company or the Vendor from time to time.

5.2 Shall ensure that user-names, passwords and personal identification numbers are kept secure and:

5.2.1 On a regular basis, change access passwords for all equipment that in the Client's reasonable opinion, may be liable to access by unauthorised persons;

5.2.2 Change passwords as appropriate when employees leave;

5.2.3 Use strong passwords;

5.2.4 Immediately notify the Company in the event that, or there is reasonable suspicion that such information has become known to any unauthorised person;

5.2.5 Acknowledge that the Company shall be entitled to temporarily suspend the Hosted Services and / or change the Client's passwords in the event that in the Company's reasonable opinion, unauthorised persons may have access to the Hosted Services.

5.3 Accepts that is the Client's sole responsibility to take all reasonable steps to prevent the introduction of viruses into the Hosted Services via the Client's equipment or software.

5.4 Shall be solely responsible for the configuration of its internal local area network, and connection to the Public Internet and agree that any interruption in or to the Hosted Services which result from the configuration of the Client's local area network or connection to the Public Internet shall not be regarded as interruption in or suspension of the Hosted Services provided by the Company.

5.5 Shall be solely responsible for ensuring compliance with the terms of licence of any software that it supplies for use with the Hosted Services.

5.6 Promptly report to the Company any Issue that arises in the Hosted Services.

6. THE COMPANY'S OBLIGATIONS

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

6.1 Register and maintain the Client's subscription to the Subscription Services set out in this Agreement, subject to any service limitations set out in the Order and Service Schedule.

6.2 If set out on the Order, provide a Service Desk:

6.2.1 For the provision of advice and guidance in the use of the Hosted Services; and

6.2.2 To respond to and make reasonable endeavours to repair any Issue that arises within the Hosted Services.

7. Clause Intentionally Unused

8. GENERAL

- 8.1 Use of the Subscription Services by the Client constitutes acceptance of the terms and conditions of this Agreement.
- 8.2 If the Company receives notification of a copyright infringement report, a request to provide a copyright infringement list, an order to impose a technical restriction or any other notice, request or order, the Client will do everything reasonably required by the Company to ensure that the Company and the Client will be in compliance with their respective obligations in respect of the provision of the Subscription Services.

9. TERMINATION

- 9.1 In addition to the provisions of clause 11 of the General Terms and Conditions, this Agreement may also be terminated:
 - 9.1.1 By either party by giving the other notice of not less than the Minimum Notice Period, in writing to terminate at the end of the Minimum Term or Additional Term thereafter;
 - 9.1.2 By the Client giving thirty days' notice in writing if the Company makes changes to the terms of this Agreement which are to the detriment of the Client (for the avoidance of doubt, not including changes to charges) PROVIDED THAT such notice is given within thirty days of the effective date of the change(s);
 - 9.1.3 Immediately by the Company in the event that it is so instructed by government or a regulatory body;

10. CHARGES AND PAYMENT

- 10.1 In general, invoices for Domain Name registrations, Domain Name transfers and SSL Certificates will be raised by the Company in advance of the supply of the Services; invoices for fixed periodic Charges for Subscription Services will be raised in advance of the relevant period.
- 10.2 The Company shall raise invoices according to the schedule set out on the Order.
- 10.3 The Client acknowledges that it may at any time, by raising a supplemental Order:
 - 10.3.1 Purchase additional subscriptions at any time during the term of this Agreement and acknowledges that at the price quoted by the Company for such additional subscriptions may differ from any previous Subscriptions purchased or quotations provided by the Company
- 10.4 During any Additional Term, the Client may decrease the number of Subscriptions, PROVIDED THAT the total number of subscriptions is not reduced below seventy percent of the total number of subscriptions purchased during the Minimum Term.
- 10.5 The Client agrees that it shall be liable for termination charges, which shall be paid by way of liquidated damages:
 - 10.5.1 If the Client terminates this Agreement at convenience prior to the end of the Minimum Term or any Additional Term; or
 - 10.5.2 If the Company terminates this Agreement by reason of the Client's un-remedied or repeated breach of this Agreement prior to the end of the Minimum Term or an Additional Term; then
 - 10.5.3 The termination charge shall comprise:
 - a) If the Client has made a single payment at the commencement of the current term, no refund shall be payable by the Company.; or
 - b) If the Client is invoiced periodically as set out on the Order, the Charges from the date of termination to the end of the current term.
- 10.6 The Client shall not be liable for termination charges if this Agreement is terminated by:
 - 10.6.1 The Client at the end of the Minimum Term or end of any Additional Term PROVIDED THAT the Client properly serves written notice to terminate, in accordance with Clause 9 of this Supplement and Clause 11 of the General Terms and Conditions;
 - 10.6.2 The Company if it can no longer provide the Subscription Services or part thereof;
 - 10.6.3 The Client by reason of the Company's un-remedied or repeated breach of the terms of this Agreement;

10.6.4 The Client if the Company or its supplier makes changes to the Subscription Services which materially adversely affect the Client (which for the avoidance of doubt, does not include changes to Charges);

10.6.5 The Client if the Company makes changes the terms of this Agreement which are materially disadvantageous to the Client PROVIDED THAT the Client complies with the provisions of sub-clause 9.1.2 of this Supplement.

11. LIMITATIONS AND EXCLUSIONS

11.1 Under the terms of this Agreement, the Company does not provide the following services:

11.1.1 Connection of the Client's Site to the Public Internet;

11.1.2 The installation of Software at the Client's Site;

11.1.3 Web-site hosting;

11.1.4 Service Desk support.

11.2 The Company may provide some or all of such excluded services under the terms of separate agreements.

11.3 Whilst the law that governs this Agreement is set out and in clause 17 of the General Terms and Conditions, the Client acknowledges that the Subscription Services, for which the Company acts solely as an agent for the Client, are provided under Vendor's terms and Conditions which are governed by Applicable Law.

12. DOMAIN NAME REGISTRATION SERVICES AND SSL CERTIFICATES

12.1 The Client confirms and warrants that it is the owner of or that it has been licensed by the owner to use any relevant trademark or name as the Domain Name and subject to the provisions of sub-clause 10.13 of the General Terms and Conditions, indemnifies the Company against all claims and proceedings arising from infringement of any Intellectual Property rights of any third party in relation to the Domain Name.

12.2 The Client shall ensure that all details submitted in respect of the registration of a Domain Name are accurate and correct and any alterations to the details made thereafter are also accurate and correct.

12.3 The Company shall at its sole discretion require the Client to select an alternative Domain Name, if in its reasonable opinion it believes that the Domain Name is or is likely to be:

12.3.1 Abusive, defamatory, obscene, indecent, menacing or otherwise offensive;

12.3.2 In breach of the rights of any third party, including those of quiet enjoyment, privacy and copyright.

12.4 If the Client has not paid any amount due under this Agreement or if the information required for registration is inaccurate or late, the Company shall be entitled not to proceed with the application for registration or may cancel registration.

12.5 The Client acknowledges that information submitted by it pertaining to the registration of a Domain Name may be made available to other organisations and members of the public.

12.6 If the Client requests the Company to transfer a Domain Name from a third party, to facilitate the processing of such transfer the Client agrees:

12.6.1 That the Company shall charge a transfer fee, as set out on the Tariff, for processing the transfer of any Domain Name from the Client or from a third party;

12.6.2 To co-operate fully and promptly with the Company's reasonable requests; and/or

12.6.3 To use reasonable endeavours at the Client's cost to ensure that any third party shall fully and promptly co-operate with the Company's reasonable requests.

12.6.4 That the Company will not be liable if such transfer cannot be processed or is delayed because full co-operation is not promptly provided by the Client or such third party.

12.7 On termination of this Agreement, the Company shall, in response to express instructions from the Client, transfer the Domain Name to a third party. For the avoidance of doubt, the Company will not transfer the Domain Name to a third party in response to an unsolicited request from a third party.

12.8 The Client appoints the Company as its agent for the purposes of registering the Domain Name for use with the Services and authorises the Company to purchase the Domain Name on its behalf and that such purchase will be subject to the relevant Registrar's standard terms and conditions for such registration and:

- 12.8.1 The Client acknowledges that it will be legally bound by the Registrar's terms and conditions.
- 12.8.2 It is the Client's sole responsibility to obtain a copy of such terms and conditions and to comply therewith; on receipt of a request from the Client, the Company shall, without unreasonable delay, notify the Client in writing of the name and contact details of the relevant Registrar;
- 12.8.3 The Client acknowledges and agrees that any disputes that arise out of the use of the Domain Name shall be referred by the Client to:
- a) For .co.uk domains, to Nominet UK;
 - b) For all other domains, to ICANN;
- 12.8.4 The Client shall promptly advise the Company of such dispute.
- 12.9 The Company does not warrant that the proposed Domain Name is capable of being registered or that it will be registered. The Client should not assume registration of the Domain Name until it has been notified in writing that the Domain Name has been registered. The Company shall not be liable for any action taken by the Client (including marketing or publicity and the costs thereof) before such notification.
- 12.10 The Client will have no claim against the Company if the Registrar refuses to register the Domain Name or suspends or cancels it for any reason.
- 12.11 The Company is not responsible and will not be liable for the Client's use of the Domain Name. The Client is solely responsible for resolving disputes with any third party in relation to its use of the Domain Name; and
- 12.11.1 Where there is such a dispute the Company may without notice or liability withhold and/or suspend the Domain Name.
- 12.12 The Company does not warrant that the Domain Name is or will continue to be available for the Client's use after termination of this Agreement or that no other domain name is or will be registered which conflicts with or affects the use of the Domain Name.
- 12.13 The Client may not transfer the Domain Name to any third party without prior written notice. On receipt of such notice, the Company will use reasonable endeavours to process the transfer PROVIDED THAT the Client has paid and the Company has received all Charges owed to the Company in relation to this Agreement.
- 12.14 Subject to the terms of this Agreement the Company shall be responsible for ensuring that the successfully registered Domain Name is hosted and remains registered for the duration of this Agreement.
- 12.15 The Client acknowledges that it is its responsibility to obtain all necessary software, materials, data, images and information necessary for the provision by it of any linked services including without limitation for the design of any Website.
- 12.16 The Client acknowledges and agrees that on successful registration of the Domain Name, the Company may, at its sole discretion associate web pages of its choice with the Domain Name until such time as over-written by the Client's own-supplied web pages.
- 12.17 The Client appoints the Company as its agent for the purposes of registering SSL Certificates for use with the Services and authorises the Company to purchase the SSL Certificate on its behalf and that such purchase will be subject to the relevant Vendor's standard terms and conditions for such registration and:
- 12.17.1 The Client acknowledges that it will be legally bound by the Vendor's terms and conditions;
 - 12.17.2 It is the Client's sole responsibility to obtain a copy of such terms and conditions and to comply therewith; on receipt of a request from the Client, the Company shall, without unreasonable delay, notify the Client in writing of the name and contact details of the relevant Vendor.

Service Schedule

This Service Schedule sets out all of the Services that may be provided by the Company. The Service Components of the Subscription Services that are to be provided under the terms of this Agreement are listed on the Order attached hereto.

Service Description Overview

1. Google G Suite

The Company procures subscriptions to a number of Google G Suite packages, as set out on the Order.

2. Third Party Vendor

The Company procures Subscriptions to a range of Third Party desktop applications, on-line applications and on-line services. Subscription details including number of End User Subscriptions are set out on the Order.

3. Domain Name Registration and SSL Certificates

The Company will provide, as set out on the Order:

- 3.1 Domain Name Registration – the management of the registration of Domain Names.
- 3.2 Domain Name Transfers – the management of the transfer of Domain Names between Registrars and / or Domain Name Hosting services.
- 3.3 The supply of SSL Certificates.

4. Helpdesk

- 4.1 The Company's Helpdesk Service provides support and assistance in the use of the Services, including the following:
 - Provision of help and guidance in the use of the Services;
 - Management of the prompt resolution of Issues arising within the Web Hosting Services which are identified by the Company's monitoring system;
 - Management of the prompt resolution of Incidents arising within the Web Hosting Services which are raised by the Client;
 - Escalation management if required in the event of protracted Incident resolution;
 - Management of Change Requests.
- 4.2 The Company shall aim to make an initial response to the Client's request for assistance within four hours of the Client raising an Incident report.
- 4.3 The Client may make requests for assistance by email to the Company's help desk – support@nexuspoint.co.uk;
- 4.4 The Helpdesk Service is available Monday to Friday 9am to 5.30pm (UK Time Zone), excluding bank and public holidays.

5. Complaints Handling

- 5.1 If the Client is dissatisfied with any Subscription Services-related matter, it should make a complaint using the following escalation path. If the complaint remains unresolved, the Client should escalate to the next level in the escalation path.

Escalation Level	Role	Contact Details
1	Helpdesk	support@nexuspoint.co.uk
2	Operations Director	Available Upon Request

3	Managing Director	Available Upon Request
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- 5.2 Formal complaints can be made by e-mail or telephone, and will be responded to within three Working Days.