

CTS TERMS AND CONDITIONS OF SERVICE FOR GEANT CUSTOMERS

1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Affiliate: means any corporate body of which Google directly or indirectly has Control or which directly or indirectly Controlled by or under common Control with the same person or group of persons as Google. For the purpose of the Facilitation Agreement and this agreement only, the contracting authorities detailed at section 1.4 of <http://ted.europa.eu/TED/notice/udl?uri=TED:NOTICE:142458-2016:TEXT:EN:HTML>

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

Charges: the charges payable by the Customer for the supply of the Services in accordance with clause 5.

Commencement Date: has the meaning given in clause 2.4.

Conditions: these terms and conditions as amended from time to time in accordance with clause 18.5.

Contract: the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly.

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures: as defined in the Data Protection Legislation.

Customer: the research and education institution approved by Google and served by National Research and Education Network (NREN) that is a member of GEANT. For the purpose of this offer GEANT members and those entities and organisations listed at <https://www.GEANT.org/About/Membership/Pages/MAandGAreps.aspx> (or any successor URL from time to time) who purchases Services from the Supplier.

Customer Default: has the meaning set out in clause 4.3.

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic

communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

Discount Period: means the period starting no later than Commencement Date and ending on the Expiry Date.

Egress Discount Terms URL: means <https://cloud.google.com/billing/docs/how-to/egress-waiver#eligibility> (as such URL may be updated or replaced by Google from time to time).

Fees URL: means <https://cloud.google.com/skus> (as such URL may be updated or replaced by Google from time to time).

Flat Rate Discount: means that during the Discount Period, the Customer will receive a 10 percent discount off the then current list price for the following specified SKUs for the following services provided under the Suppliers Sub-Account at <https://www.cloudsolutions.co.uk/content/uploads/2019/02/GEANT.pdf> as amended by Google from time to time.

GEANT: means the Gigabit European Academic Network for Europes education and research community whose principal place of business is at Hoekenrode 3, 1102 BR Amsterdam, The Netherlands.

Google: means Google Ireland Limited whose principal place of business is at Gordon House, Barrow Street, Dublin 4, Ireland.

Google Cloud Platform Licence Agreement: means the Google Cloud Platform licence agreement pursuant to which Google (or a Google Affiliate) agrees to provide the Google Product to the Customer.

Google Cloud Platform Licence Agreement Order Form: Googles ordering document including an order submitted via the Suppliers Sub Account.

Google Product: means the product or services provided by Google specified in the Specification including but not limited to the Google Cloud Platform Licence Agreement.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: the Customer's order for Services as set out in the Specification

Services: the billing and activation, support and monitoring services and collection of Charges for the Google Product supplied by the Supplier to the Customer as set out in the Specification.

SKU: means a stock keeping unit which is a numerical or alphabetical number to identify the Google Product or service in the Specification.

Specification: the description or specification of the Services in the Schedule provided in writing by the Supplier to the Customer.

Sub-Account: means the Suppliers account set up with Google to supply the Google Product to provide the Services to the Customer.

Supplier: Cloud Technology Solutions Ltd registered in England and Wales with company number 06738954.

Supplier Materials: has the meaning set out in clause 4.1(g).

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

URL: means universe resource locator.

1.2 Interpretation:

- (a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- (b) Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (c) A reference to **writing** or **written** includes email.

2. Basis of contract

- 2.1 This Contract is entered into pursuant to the Google Cloud Platform Facilitation Agreement entered into by GEANT and Google dated 17th December 2018 (**Facilitation Agreement**) and under the Google Cloud Platform Licence Agreement forms part of this Contract. The Facilitation Agreement is not a public contract awarded on the basis of the EC Directive 2014/24/EU on public procurement and/or local implementing law. The Customer is responsible for ensuring it is meeting its own procurement and tender obligations before placing the Order.

- 2.2 The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.
- 2.3 The Schedule forms part of this Contract and shall have effect as if set out in the full body of this Contract. Any reference to this Contract includes the Schedule.
- 2.4 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order (in the form of a signed specification) at which point and on which date the Contract shall come into existence (**Commencement Date**) and shall automatically expire on or before the 17th December 2020 (**Expiry Date**).
- 2.5 Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's online marketing, are published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.6 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.7 The Supplier acts as an authorised reseller of Google Products as agreed between the Supplier and Google, where Google Products are resold by the Supplier to the Customer, the Supplier is only responsible for the Services that the Supplier provides and not the Google Products which are subject to Googles separate terms and conditions and/or restrictions.
- 2.8 Third party components (which may include open source software) of the Services and Google Products may be subject to separate license agreements. To the limited extent a third party license expressly supersedes this Contract, that third party licence governs Customer's use of that third party component.
- 2.9 Any quotation given by the Supplier shall not constitute an offer and is only valid for a period of 20 Business Days from its date of issue.

3. Supply of Services

- 3.1 The Supplier shall supply the Services to the Customer in accordance with the Specification in all material respects.
- 3.2 The Supplier shall use all reasonable endeavours to meet any performance dates specified in Specification, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

- 3.3 The Supplier reserves the right to amend the Specification and/or these Conditions if necessary to comply with any applicable law or regulatory requirement or, in the event that Google make any changes to the Suppliers agreement between Google and Supplier and the Supplier is contractually obliged to pass on any obligations or liabilities to the Customer.
- 3.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

4. Customer's obligations

4.1 The Customer agrees to enter into the Google Cloud Platform Licence Agreement and any other terms of service that are required by Google to use the Google Products, the Customer shall be liable for the compliance with all of the relevant contract terms with Google. The Customer acknowledges and agrees that the Supplier shall not be liable for the Google Products or related terms required to be adopted by Google.

4.2 The Customer shall:

- (a) ensure that the terms of the Order and any information it provides in the Specification are complete and accurate;
- (b) co-operate with the Supplier in all matters relating to the Services;
- (c) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's facilities as reasonably required by the Supplier;
- (d) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- (e) obtain, maintain and consent to all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- (f) comply with all applicable laws, including health and safety laws;
- (g) keep all materials, equipment, documents and other property of the Supplier (**Supplier Materials**) at the Customer's premises in safe custody at its own risk, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation;
- (h) not have any billing administration rights to the Suppliers Sub Account;
- (i) not use the Google Products in relation to any operation of nuclear facilities, air traffic control or life support systems or where the failure of a Google Product could lead to death, personal injury or environmental damage.
- (j) comply with any additional obligations as set out in the Specification; and

- (k) enter into and comply with all Google Products terms and conditions relating to the Specification.

4.3 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation, or Customers failure to remedy any violation of Google at Googles request (**Customer Default**):

- (a) without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
- (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 4.3; and
- (c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

5. Charges and payment

5.1 The Charges for the Services shall be calculated based on the Customers consumption of the services in accordance with the Google Cloud Platform Licence Agreement and as specified in Googles Fee's at URL <https://cloud.google.com/skus>.

5.2 The Supplier reserves the right to increase the Charges on an annual basis with effect from each anniversary of the Commencement Date in line with Googles Product price increases. For the avoidance of doubt any applicable SKU shall not increase any more than twice per calendar year in the preceding 12-month period.

5.3 The Supplier shall invoice the Customer monthly in arrears and the Customer shall pay each invoice submitted by the Supplier:

- (a) within 25 days of the date of the invoice; and
- (b) in full and in cleared funds to a bank account nominated in writing by the Supplier in the agreed currency, and

time for payment shall be of the essence of the Contract.

5.4 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**) or any other similar

applicable tax in the relevant country. Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

- 5.5 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 13, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 5.5 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 5.6 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 5.7 As applicable, when the Supplier charges the Customer in local currency, the Supplier will convert the Charges in this Contract to applicable local currency according to the conversion rates published by leading financial institutions from time to time.

6. Egress Discount

- 6.1 During the Discount Period, subject to the Suppliers and Googles approval, the Customer may receive Egress Discounts strictly in accordance with the eligibility requirements and process set out at the Egress Discount Terms URL. The Customer must use its best endeavours to route all egress from Google Cloud Platform through direct peering with Google, Google "Cloud Interconnect" links, or through GEANT or GEANT connector links (collectively the "Egress Routes").
- 6.2 The Customer acknowledges and agrees that the Supplier may charge for egress not routed via the Egress Routes at the Google egress fees valid at that time, at any time without prior notice to the Customer.

7. Flat Rate Discount

- 7.1 During the Discount Period, the Customer will receive a 10 percent discount off the then current price list for the SKUs specified in <https://www.cloudsolutions.co.uk/content/uploads/2019/02/GEANT.pdf> as amended by Google from time to time.

8. Additional Discount Terms

- 8.1 All SKUs not contained in:
<https://www.cloudsolutions.co.uk/content/uploads/2019/02/GEANT.pdf> as amended by Google from time to time including (without limitation) any such SKUs that are applicable to any other customer will be charged at the standard Google Fees.
- 8.2 Only the relevant Customer shall benefit directly from the Egress Discount and the Flat Rate Discount in accordance with this Contract and the Google Cloud Platform Licence Agreement.
- 8.3 The Customer shall not have the right to transfer, assign or re-allocate the Sub-Account and the Customer shall not have any administration or billing rights to Sub-Account.

9. Post Discount Period

- 9.1 If the Customer wishes to use the Services after the Expiry Date, the Supplier shall automatically move the Customer to similar services with an on-demand pricing model based on the standard Google Fees. The Supplier shall have the right to set up and administer a separate Customer sub-account and transfer to similar services to the new sub-account to support the new pricing model.

10. Intellectual property rights

- 10.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier.
- 10.2 The Supplier grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract (excluding materials provided by the Customer) for the purpose of receiving and using the Services.
- 10.3 The Customer shall not sub-license, assign or otherwise transfer the rights granted in clause 10.2.
- 10.4 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Services to the Customer.

11. Data protection

- 11.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 11 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this clause 11, **Applicable Laws** means (for so long as and to the extent that they apply to the Supplier) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and **Domestic UK Law** means the Data Protection Legislation from time to time in force in the UK and any other law that applies in the UK.
- 11.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the controller and the Supplier is the processor.
- 11.3 Without prejudice to the generality of clause 11.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Supplier for the duration and purposes of the Contract.
- 11.4 Without prejudice to the generality of clause 11.1, the Supplier shall, in relation to any personal data processed in connection with the performance by the Supplier of its obligations under the Contract:
- (a) process that personal data only on the documented written instructions of the Customer unless the Supplier is required by Applicable Laws to otherwise process that personal data. Where the Supplier is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Customer;
 - (b) ensure that it has in place appropriate technical and organisational measures, reviewed, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - (c) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and

- (d) not transfer any personal data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
 - (iv) the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data;
- (e) assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Customer without undue delay on becoming aware of a personal data breach;
- (g) at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the personal data; and

11.5 The Customer consents to the Supplier appointing Google as a third party processor of Personal Data under the Contract. The Supplier confirms that it has entered or (as the case may be) will enter with the third party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 11 and in either case which the Supplier confirms reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Customer and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third party processor appointed by it pursuant to this clause 11.

12. Limitation of liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

12.1 The Supplier has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £10,000,000. The limits and exclusions in this clause reflect the insurance cover the Supplier has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.

- 12.2 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation; and
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 12.3 Subject to clause 12.2, Each parties total liability under this agreement is limited to and shall not exceed 120% of the total Charges or £50,000 whichever the greater in the contract year in which the breaches occurred.
- 12.4 In clause 12.3:
- (a) **contract year.** A contract year means a 12-month period commencing with the Commencement Date or any anniversary of it;
 - (b) **total Charges.** The total charges means all sums paid by the Customer and all sums payable under the Contract in respect of services actually supplied by the Supplier, whether or not invoiced to the Customer; and
 - (c) **total liability.** The Supplier's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract.
- 12.5 This clause 12.5 sets out specific heads of excluded loss:
- (a) Subject to clause 12.2, the types of loss listed in clause 12.5(b) are wholly excluded by the parties.
 - (b) The following types of loss are wholly excluded:
 - (i) Loss of profits
 - (ii) Loss of sales or business.
 - (iii) Loss of agreements or contracts.
 - (iv) Loss of anticipated savings.
 - (v) Loss of use or corruption of software, data or information.
 - (vi) Loss of or damage to goodwill.
 - (vii) Indirect or consequential loss.
- 12.6 The Supplier has given commitments as to compliance of the Services with relevant specifications in clause 3. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

12.7 Unless the Customer notifies the Supplier that it intends to make a claim in respect of an event within the notice period, the Supplier shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire 24 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

12.8 This clause 12 shall survive termination of the Contract.

13. Termination

13.1 Either party may terminate this Contract for convenience at any time giving one month's prior written notice, in any event this Contract will automatically terminate on the Expiry Date, subject to clause 14 (Transition Term).

13.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business [or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction];
- (b) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (c) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

13.3 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:

- (a) The Facilitation Agreement between Google and GEANT or the reseller agreement between Google and the Supplier is terminated for any reason.
- (b) the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of that party being notified in writing to do so;
- (c) the Customer fails to pay any amount due under the Contract on the due date for payment; or
- (d) there is a change of control of the Customer.

13.4 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 13.2(a) to clause 13.2(c), or the Supplier reasonably believes that the Customer is about to become subject to any of them.

14. Transition Term

14.1 Subject to subsection 14.2 (c), upon the Customer's written request before termination or the Expiry Date, the Supplier will continue to provide the Services during the 60-day period after this agreement's termination or Expiry Date (as applicable) (the "**Transition Term**")

14.2 This agreement will continue to apply during the Transition Term

- (a) Customer will remain responsible for all Charges during the Transition Term;
- (b) Customer is only entitled to one Transition Term;
- (c) Supplier has the right to suspend the Services during the Transition Term until Customer has paid any outstanding Charges;
- (d) At the end of the Transition Term, Supplier will have no further obligation to provide the terminated Services and will cease providing such Services without further notice

14.3 In the event that the Supplier terminates this agreement under clause 13.3 (Termination) the Customer shall not be entitled to a Transition Term and clause 14 shall not apply.

15. Consequences of termination

15.1 On termination of the Contract:

- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) the Customer shall delete the software, any application or project and any Customer Data and use all commercially reasonable efforts to return all of the Supplier Materials and any Deliverables. If the Customer fails to do so, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- (c) the rights granted by one party to the other will immediately cease.

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

15.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

16. Anti-bribery

16.1 In performing its obligations under this Contract both the Supplier and the Customer shall comply with all applicable commercial and public anti-bribery laws. Furthermore, both parties will make any payments, which are payments to induce officials to perform routine functions they are otherwise obligated to perform. Government Officials include any government employee; candidate for public office; an employee of government-owned or government-controlled companies, public international organisations, and political parties. Any breach of this clause will be deemed to be a material breach of this Contract.

17. Representation and Warranty

17.1 Each of the Supplier and the Customer represents and warrants that it has the right, power and authority necessary to enter into this Contract.

18. General

18.1 Force majeure. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

18.2 Assignment and other dealings.

(a) The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

(b) The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Supplier.

18.3 Confidentiality.

(a) Each party undertakes that it shall not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any

confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 18.3(b).

- (b) Each party may disclose the other party's confidential information:
 - (i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 18.3; and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

18.4 Entire agreement.

- (a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- (c) Nothing in this clause shall limit or exclude any liability for fraud.

18.5 Variation. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

18.6 Waiver. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

18.7 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

18.8 Notices.

- (a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the address specified in the relevant Specification.
- (b) Any notice shall be deemed to have been received:
 - (i) if delivered by hand, on signature of a delivery receipt; and
 - (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; and
 - (iii) if sent by email to the email contact on the Specification, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 18.8(b)(iii), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

18.9 Third party rights. Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

18.10 Governing law. LCIA Arbitration

- (a) The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation (a “**Dispute**”) shall be governed by, and construed in accordance with the laws of England.
- (b) Any Dispute will be referred to and finally resolved by arbitration under the rules of the London Court of International Arbitration (**LCIA**), which rules are deemed to be incorporated by this clause 18.10. The number of arbitrators will be three. The seat, or legal place of arbitration will be London, England. The language to be used in arbitration will be English.

- (c) This section 18.10 is without prejudice to the right of either party to apply to any court or competent jurisdiction for emergency, interim or injunctive relief (together “Interim Relief”). Except where the Customer has its registered office or principal place of business in Russia or Ukraine, such Interim Relief will be subject to review and subsequent adjudication by the arbitral tribunal such that any dispute in respect of Interim Relief will be determined by the arbitral tribunal.

18.11 Jurisdiction. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

18.12 Counterparts. The Contract may be executed in one or more counterparts including electronic copies, which taken together upon proper delivery shall constitute a single instrument.

The Schedule

Specification

Cloud Technology Solutions (CTS)		
CTS:	Full Company Name:	Cloud Technology Solutions Ltd
	Company Number:	06738954
	Registered Address:	Lowry House, 17 Marble Street, Manchester, M2 3AW
CTS Account Manager:		Thomas Linley
Account Manager email:		Thomas.Linley@cloudsolutions.co.uk

CUSTOMER INFORMATION		
CUSTOMER:	Full Company Name:	
	Company Number:	
	Registered Address:	
	Billing Contact Information <i>(if different from above)</i>	
	Invoice delivery email:	
Purchase Order Required: Yes No If Yes, Purchase Order:		VAT or applicable Tax:

ORDER
Commencement date:
Billing Account Administrator Email: Billing Account Administrator Name: <i>(Contact will become the initial billing account administrator who can manage other user roles on the billing account in the Admin Console.)</i>
Services: Google Cloud Platform Licence Agreement in relation to the Google Cloud Platform

This Order Specification is issued pursuant to the Google Cloud Platform Facilitation Agreement entered into GÉANT and Google, and under the Google Cloud Platform Licence and forms a part of the Contract. The Facilitation Agreement is not a public contract awarded on the basis of the EC Directive 2014/24/EU on public procurement and/or local implementing law. The Customer is responsible for ensuring it is meeting its own procurement and tender obligations before placing this Order.

All capitalised terms used in this Order have the meanings stated in the Contract, unless stated otherwise.

By signing this Order form, each party represents and warrants that it has full power and authority to enter in to this Contract and it has read and understands the Contract and agrees to be bound by the terms of the Contract and it will be bound by any Googles terms in connection with the use of the Google Products.

Signed by the parties' authorised representatives and effective on the last signature date below ("Commencement Date").

Cloud Technology Solutions (CTS)

CUSTOMER

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____