



## MAINTENANCE SERVICE AND SUPPORT AGREEMENT

### TERMS & CONDITIONS OF BUSINESS

10 Tillingbourne Gardens,  
Finchley, London,  
N3 3JL. U.K.

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*Please read the following important terms and conditions before you buy services from DSI (as hereinafter defined as DSI).*

For the purposes of these Terms of business (“Terms”) the Customer is:

**Name:**

**Company Number:**

**Address:**

**e-mail address:**

*(for notices)*

**Commencement Date:**

These Terms set out our respective legal rights and responsibilities. The Agreement that is formed by these Terms is for use only when the Customer and DSI enter into a contract in the course of the Customer’s business. In these Terms in addition to the definitions set out in paragraph 1 (below): (a) “**DSI**” means DSI Communications Limited, a company duly incorporated under the laws of England and Wales with company registration number 7021562 whose registered office is at 33 Chessington Avenue, London, England, N3 3DR (b) the “**Customer**” means the person buying services from DSI identified above and (c) the “**Services**” means the services to be provided by DSI detailed in these Terms.

1 **Definitions:** In these Terms:

- 1.1 “**Additional Services**” means any services provided by DSI to the Customer other than any of the Support Services. Additional Services includes all services provided in respect of all reported Errors to which paragraph 10 applies or which are otherwise provided by or on behalf of DSI under these Terms outside of the scope of the Support Services;
- 1.2 “**Agreement**” means the contract between the parties incorporating these Terms, and any amendments to that contract from time to time;
- 1.3 “**Business Day**” means a day other than a Saturday, Sunday or bank or public holiday in England;
- 1.4 “**Charges**” means the Support Fees, charges for Additional Services and any other charges (including costs and expenses) agreed between the parties as being payable by the Customer under these Terms and as set out in Schedule 1;
- 1.5 “**Defect**” means a defect, error or bug in the Platform having a material adverse effect on the appearance, operation, functionality or performance of the Hosted Services, but excluding any defect, error or bug caused by or arising as a result of any act or omission of the Customer or any person authorised by the Customer to use the Platform or Hosted Services, whether by the Customer or by any person authorised by the Customer or (b) a failure by the Customer to perform or observe any of its obligations in these Terms and/or (c) an incompatibility between the Platform or Hosted Services and any other system, network, application, program, hardware or software not specified as compatible in the Hosted Services Specification;
- 1.6 “**Error**” means a verifiable failure of the Supported Software to materially conform with the Description of which a documented example has been provided by the Customer to DSI and which is reproducible by DSI;
- 1.7 “**Force Majeure**” means an event or sequence of events beyond a party’s reasonable control preventing or delaying it from performing its obligations under these Terms (provided that an inability to pay is not Force Majeure);
- 1.8 “**Hardware**” means all computer-related hardware needed or used with the computers, network, and telecommunications at the Customer’s premises and which exist at the Commencement Date and as listed in Schedule 3, or which are with the written consent of DSI added to or replaced after the Commencement Date and shall include, but not be limited to routers, cabling, printers, and all other forms of computers and related equipment;
- 1.9 “**Helpdesk**” means the helpdesk and related services described in paragraph 3;
- 1.10 “**Hosted Services**” means hosted services, as specified in the “**Hosted Services Specification**” (being the specification for the Platform and Hosted Services set out in Schedule 4) which will be made available by DSI to the Customer as a service via the internet in accordance with these Terms;
- 1.11 “**Initial Term**” means the period of 60 month commencing on the Commencement Date;
- 1.12 “**Maintenance Services**” means the general maintenance of the Platform and Hosted Services and the application of relevant “**Updates**” (being a software maintenance update, patch or bug-fix which does not constitute an Upgrade) and “**Upgrades**” (being a version or release of software intended to have new or improved functionality or designated by the relevant software supplier as an upgrade applied);
- 1.13 “**month**” means a calendar month;
- 1.14 “**Platform**” means the platform managed by DSI and used by DSI to provide the Hosted Services, including the application and database software for the Hosted Services, the system and server software used to provide the Hosted Services;
- 1.15 “**Relief Event**” means (a) any breach of these Terms by the Customer or (b) any Force Majeure;
- 1.16 “**Renewal Period**” means has the meaning set out in paragraph 14.1;
- 1.17 “**Set Up Services**” means the configuration, implementation and integration of the Hosted Services in accordance with these Terms;
- 1.18 “**Support Fees**” means the fees referred to in Schedule 1;
- 1.19 “**Support Hours**” means the hours between 09.00 am and 5.30 pm local time in London, United Kingdom on Business Days;
- 1.20 “**Support Services**” means the provision of the services to be provided by DSI set out in paragraphs 3 to 6 (inclusive);

- 1.21 “**Supported Software**” means the software to which the support services are operated and which are detailed in Schedule 2 and any other software which may, with the written consent of DSI be included as “Supported Software” pursuant to these Terms;
- 1.22 “**VAT**” means United Kingdom value added tax, any other tax imposed in substitution for it and any equivalent or similar tax imposed outside the United Kingdom;
- 1.23 “**Version**” means a version of the relevant Supported Software, defined by version number (eg the number in version 1.x or version 2.x.x) or any other Upgrade designated by the relevant software provider as a new Version; and
- 1.24 “**Year of this Agreement**” means the period of 12 months from the Commencement Date and each subsequent consecutive period of 12 months during the period of this Agreement.

2 **Provision of Support Services**

- 2.1 Subject to the provisions of these Terms and receipt of the applicable Support Fees, DSI shall provide the Support Services to the Customer during the Support Hours during the term of these Terms. Where the Support Services shall include support of any Hardware and that Hardware is the property of the Customer, DSI’s sole obligation shall be to repair the same (if economically possible) and where DSI shall provide any replacement parts that the same will be of merchantable quality and reasonably fit for their purpose.
- 2.2 DSI shall (a) ensure that the Support Services are performed with reasonable care and skill and (b) use its reasonable endeavours to respond to requests for Support Services within 8 hours of any request therefor and to meet any time quoted for completion of any part of the Support Services but time shall not be of the essence.
- 2.3 The provision of the Support Services does not imply that DSI shall be successful in correcting Errors or that DSI shall be able to assist the Customer in achieving any results from the Supported Software which are not technically feasible.
- 2.4 If the Customer fails to comply with any of the provisions set out in paragraph 9, then DSI may (without prejudice to any of its other rights or remedies) suspend the provision of Support Services until such failure has been remedied.
- 2.5 If a reported problem or Error is found upon investigation to be caused by any of the circumstances referred to in paragraph 10 or to otherwise be outside of the scope of the Support Services the Customer is liable to DSI for the charges, time, materials, costs and expenses (if any) incurred in connection with that investigation and any attempt to remedy the Error in accordance with paragraph 8 as an Additional Service.
- 2.6 DSI’s obligation to provide Support Services is only in respect of the Supported Software and the Hardware (if any) specified in Schedule 3.
- 2.7 DSI shall be under no obligation to provide any Additional Services in relation to the Supported Software or otherwise.
- 2.8 Unless otherwise agreed all Additional Services provided by DSI shall be deemed provided on, and subject to, these Terms. DSI may invoice and the Customer shall pay for any Additional Services in accordance with paragraph 8.

3 **Helpdesk**

- 3.1 DSI shall provide technical advice and assistance during the Support Hours via the Helpdesk in respect of understanding the operation of the Supported Software.
- 3.2 The Helpdesk may be contacted using the following details (as amended by DSI from time to time):

<b>Telephone:</b>	0844 8844 690
<b>Email:</b>	support@dsiuk.com
<b>Web portal:</b>	<a href="https://www.dsiuk.com/contact-us/">https://www.dsiuk.com/contact-us/</a>

- 4 **Error resolution:** DSI shall use reasonable endeavours to resolve any Errors reported to it during Business Hours as soon as practically possible after receipt of the Customer’s request therefor provides always that in no circumstances shall time shall not be of the essence. Each of the parties shall comply with their respective obligations, and may exercise their respective rights and remedies, set out in these Terms.
- 5 **On-site support:** On-site support shall be provided during Support Hours at the location specified on page 1 of these Terms and at such other locations as may be agreed between the parties in writing from time to time. On-site Support is only provided where the Support Services cannot be provided remotely and will be charged at the rates specified in schedule 1.
- 6 **Remote support:** DSI shall provide remote support during the Support Hours in accordance with these Terms.
- 7 **Obsolete Versions:** DSI may (but is not obliged to) elect by written notice to the Customer from time to time that any Version of the Supported Software shall cease to be Supported Software provided (a) such notice gives at least 12 months prior written notice to the Customer that the relevant Version of the Supported Software shall cease to be Supported Software and (b) the same Version of the Supported Software referred to in that notice has been available to the market for at least three years. A reference to any Version of the Supported Software ceasing to be Supported Software in any notice served pursuant to this paragraph shall be deemed to include all releases, Updates and Upgrades of such Version of the Supported Software (whether or not created or made available before or after the date of such notice).

8 **Charges**

- 8.1 The Support Fees and any other Charges shall be paid by the Customer at the rates set out in Schedule 1 (as varied from time to time in accordance with these Terms) and in the manner set out in this paragraph 8. DSI shall invoice the Customer for all sums due under these Terms, and the invoices shall be paid within 30 calendar days of the date on the invoice. All Support Fees and any other Charges payable under these Terms are exclusive of VAT which shall be payable by the Customer at the rate and in the manner prescribed by law.
- 8.2 Save for any Charges in respect of Additional Services, all sums payable to DSI under these Terms shall be paid by standing order.
- 8.3 DSI shall have the right to charge interest on overdue invoices at the rate of 2% per year above the base rate of HSBC plc, calculated from the date when payment of the invoice becomes due for payment up to and including the date of actual payment whether before or after judgment.
- 8.4 If any sum due to DSI under these Terms (other than one which is the subject of a genuine dispute which is notified to DSI in writing) is in arrears for more than 10 Business Days after the due date, DSI may without prejudice to any other right or remedy suspend (without liability on DSI’s part) the provision of any or all of the Support Services and/or Additional Services on 7 Business Days’ prior written notice until all outstanding sums due to DSI by the Customer have been paid in full.
- 8.5 DSI may vary the Support Fees and all other Charges from the start of each Renewal Period, by an amount not exceeding 5% (from the then current Charges) by giving to the Customer not less than 15 Business Days’ prior written notice of such variation prior to the start of the relevant Renewal Period. If during any Year of this Agreement the amount paid by DSI in relation to energy shall increase by more than 10% then DSI shall have the right, but shall not be obliged, to increase its charges for Hosted Services by such amount as DSI may deem fit. Prior to increasing any of its prices DSI shall consult with the Customer in relation to any increase in its prices.

9 **Customer’s obligations:** The Customer undertakes to:

- 9.1 provide DSI (at no charge to DSI) with all necessary information, facilities and support reasonably required by DSI for the performance of its obligations to the Customer under these Terms including adequate office accommodation, a secure work space and telephone services at the Customer’s premises, access to the applicable computers, software, information, data, hardware and systems of the Customer and full access to the areas and premises in which the Support Services and/or Additional Services are to be performed;
- 9.2 notify the Helpdesk as soon as is reasonably practicable on becoming aware of an Error in the Supported Software

- 9.3 ensure that remote access as specified by DSI from time to time is installed and operated in conjunction with relevant systems at the Customer's own cost and expense, for the purpose of assisting DSI in its provision of the Support Services;
- 9.4 ensure that all applications, data, interfaces, tools, software, hardware and equipment within its control, used in conjunction with the Supported Software, are properly maintained;
- 9.5 ensure that the use, copying or modification of all computers and operating systems and any other hardware or software which DSI is asked or permitted to undertake in connection with any of the Additional Services or Support Services does not infringe any intellectual property right or other right of any third party;
- 9.6 provide telecommunications and remote access to its systems as required by these Terms;
- 9.7 ensure that its representatives co-operate fully with DSI in relation to the provision of the Support Services and any Additional Services;
- 9.8 ensure the health and safety of DSI's representatives while they are at the Customer's premises;
- 9.9 at all times use the Supported Software in accordance with DSI's reasonable directions as to the operation of the Supported Software;
- 9.10 ensure it maintains at all times secure backups of all data, information and software used by or in the custody or control of the Customer;
- 9.11 ensure that the Supported Software is used in a proper manner by competent trained persons only;
- 9.12 not request or permit or require anyone other than DSI to provide any Support Service in respect of the Supported Software; and
- 9.13 be fully responsible for all applications, data, interfaces, hardware and equipment within its control unless agreed otherwise.
- 10 **Support Services exclusions:** DSI is not obliged to provide Support Services in respect any Error resulting from, or contributed to by, any of the following (a) any breach by the Customer of these Terms (including paragraph 9) (b) any modification, repair or addition to the Supported Software made by any person other than DSI (or any person authorised by DSI in writing) (c) any fault in any equipment or in any software used in conjunction with the Supported Software (d) failure or fluctuation of electrical supplies, inadequate cooling, fire, flood, accidents or other natural disasters (e) installation or use of the Supported Software other than for the purposes for which it is intended (f) installation or use of the Supported Software with other software or on equipment with which it is incompatible (unless DSI recommended or required the use of that other software or equipment) (g) incorrect operation or use of the Supported Software (h) the Customer's (or any of its representative's) negligent act or omission (i) attempted repair, rectification or maintenance by any person other than DSI or a third party authorised by DSI or (j) failure to notify DSI of any error within a reasonable period of time of it first occurring.
- 11 **Hosted Services:** Where the Customer shall contract with DSI for the provision by DSI of the Hosted Services the provisions of this paragraph 11 shall apply.
- 11.1 DSI shall provide the Set-Up Services to the Customer and shall use all reasonable endeavours to ensure that the Set-Up Services are provided, but the Customer acknowledges that a delay in the Customer performing its obligations in the Agreement may result in a delay in the performance of the Set-Up Services; and subject to Clause 14 DSI will not be liable to the Customer in respect of any failure to meet the Set-Up Services timetable to the extent that that failure arises out of a delay in the Customer performing its obligations under these Terms.
- 11.2 No provision of these Terms shall transfer any intellectual property rights to the Customer and any such rights that may arise by virtue of DSI's performance of the Set-Up Services shall remain (as between DSI and the Customer) the exclusive property of DSI provided always that DSI shall and hereby grants to the Customer a worldwide, non-exclusive licence to use the Hosted Services by means of a Supported Web Browser (*being the current release from time to time of Microsoft Internet Explorer or Edge, Mozilla Firefox, Google Chrome or Apple Safari, or any other web browser that DSI agrees in writing shall be supported*) for the internal business purposes of the Customer. The licence hereby granted is subject to the following limitations (a) the Hosted Services may only be used by the officers, employees, agents and subcontractors of the Customer and (b) the Hosted Services may only be used by the named users identified from time to time by the Customer and (c) unless specified in Schedule 1 there is no limit on the number of concurrent users who may access the Hosted Services. The Customer shall not access the object code, intermediate code or source code of the Platform at any time regardless of any termination of the Agreement.
- 11.3 DSI shall create an account for the Customer and shall provide to the Customer login details for that account upon the completion of the Set-Up Services.
- 11.4 The Customer shall use reasonable endeavours, including reasonable security measures relating to administrator Account access details, to ensure that no unauthorised person may gain access to the Hosted Services using an administrator Account.
- 11.5 The Customer must not use the Hosted Services in any way that causes, or may cause, damage to the Hosted Services or Platform or impairment of the availability or accessibility of the Hosted Services and shall not use the Hosted Services (a) in any way that is unlawful, illegal, fraudulent or harmful or (b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- 12 **Data protection:** The Customer warrants and undertakes to DSI that all data transferred or made available to DSI (or anyone acting on its behalf) under or in connection with these Terms ("Customer Data") do not contain any personal data as defined under any applicable law from time to time. The Customer shall indemnify, keep indemnified and hold harmless DSI against all losses, damages, costs and expenses sustained or incurred by DSI in connection with any breach by the Customer of this paragraph or any liability under any data protection laws arising from the processing of any Customer Data.
- 13 **Limitation of liability**
- 13.1 The extent of DSI's liability under or in connection with these Terms (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation or arising under any indemnity) shall be as set out in this paragraph 13.
- 13.2 Subject to paragraphs 13.3 and 13.6, DSI's total aggregate liability howsoever arising under or in connection with these Terms shall not exceed £1,000 in respect of any one claim or series of related claims.
- 13.3 Subject to paragraph 5, DSI's total aggregate liability howsoever arising under or in connection with these Terms shall not exceed an overall limit of the greater of (a) £1,000 or (b) one and a half times the total amounts paid under these Terms in any Year of this Agreement.
- 13.4 Subject to paragraph 13.5 (a) DSI shall not be liable for consequential, indirect or special losses and (b) shall not be liable for any of the following (whether direct or indirect) (i) loss of profit (ii) loss or corruption of data (iii) loss or corruption of software or systems (iv) loss or damage to equipment (v) loss of use (vi) loss of production (vii) loss of contract (viii) loss of opportunity (ix) loss of savings, discount or rebate (whether actual or anticipated) and/or (x) harm to reputation or loss of goodwill.
- 13.5 Notwithstanding any other provision of these Terms, DSI's liability shall not be limited in any way in respect of the following (a) death or personal injury caused by negligence (b) fraud or fraudulent misrepresentation or (c) any other losses which cannot be excluded or limited by applicable law.
- 13.6 Other than as expressly set out in these Terms, all warranties, conditions, terms, undertakings or obligations whether express or implied and including any implied terms relating to quality, fitness for any particular purpose, reasonable care and skill or ability to achieve a particular result are excluded to the fullest extent allowed by applicable law.
- 14 **Term and termination**
- 14.1 Unless terminated earlier in accordance with this paragraph 14, these Terms shall continue from the Commencement Date for 36 months (the "Initial Term"). On expiry of the Initial Term, these Terms shall automatically renew for further periods of 12 months (each a "Renewal Period") unless either party notifies the other in writing not less than 3 months prior to the expiry of the Initial Term or current Renewal Period (as appropriate) that it wishes to terminate these Terms under this paragraph 14.1 (the "Cancellation Notice"). If a Cancellation Notice is served in accordance with this paragraph 14.1, the agreement constituted by these Terms shall terminate at the end of the relevant Initial Term or Renewal Period in which such notice was served.
- 14.2 Either party may terminate these Terms at any time by giving notice in writing to the other party if (a) the other party commits a material breach of these Terms and such breach is not remediable or (b) the other party commits a material breach of these Terms which is not remedied within 20 Business Days of receiving written notice of such breach or (c) the other party has failed to pay any amount due under these Terms on the due date and such amount remains unpaid within 20 Business Days after the other party has received notification that the payment is overdue.

- 14.3 DSI may terminate these Terms at any time by giving notice in writing to the Customer if the Customer (a) stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so or (b) is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if DSI reasonably believes that to be the case or (c) becomes subject to a moratorium under Part A1 of the Insolvency Act 1986 or (d) becomes the subject of a company voluntary arrangement under the Insolvency Act 1986 or (e) becomes subject to a restructuring plan under Part 26A of the Companies Act 2006 or (f) becomes subject to a scheme of arrangement under Part 26 of the Companies Act 2006 or (g) has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income or (h) has a resolution passed for its winding up or (i) has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it or (j) is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within five Business Days of that procedure being commenced or (k) has a freezing order made against it or (l) is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title to those items or (m) is subject to any events or circumstances analogous to those in paragraphs 14.3(a) to 14.3(l) in any jurisdiction or (n) takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in paragraphs 14.3(a) to 14.3(m) including for the avoidance of doubt, but not limited to, giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.
- 14.4 If the Customer shall be subject of an Asset Sale (as hereinafter defined) and this Agreement shall not be assigned as part of such Asset Sale, then the Customer shall be deemed to have terminated this Agreement and shall pay to DSI a sum equal to the Charges that would have been paid by the Customer to DSI for the balance of the Initial Term or (as the case may be) the Renewal Period subject to a discount of 5% in respect of (so called) accelerated receipts.
- 14.5 The right of DSI to terminate the Agreement pursuant to paragraph 14.3 shall not apply to the extent that the relevant procedure is entered into for the purpose of amalgamation, reconstruction or merger (where applicable) where the amalgamated, reconstructed or merged party agrees to adhere to these Terms.
- 14.6 For the avoidance of doubt where the Agreement shall include the provision of any Hosted Services DSI may on not less than 10 Business Days' notice suspend the provision of such services if any amount due to be paid by the Customer pursuant to these Terms is overdue.
- 15 **Consequences of termination** DSI shall not be obliged to provide the Customer with any assistance extracting or recovering data after the term of these Terms. Termination or expiry of the agreement between DSI and the Customer shall not affect any accrued rights and liabilities of either party at any time up to the date of termination or expiry and shall not affect any provision of these Terms that is expressly or by implication intended to continue beyond termination. The provision of clauses 1, 8 to 10 (*inclusive*), 12 to 14 (*inclusive*), and 16 to 27 (*inclusive*) shall continue in full force after termination or expiry of this Agreement.
- 16 **Confidentiality:** During the term of the Agreement and thereafter neither DSI nor the Customer shall except in the proper performance of their respective obligations hereunder (or as required by law), without the prior written approval of the other, use any information that might reasonably be expected to be confidential information of the other's for its own benefit or for the benefit of any other person, firm, company or organisation or directly or indirectly disclose such information to any person (other than a person employed by the relevant party whose province it is to have access to that information).
- 17 **Relief:** DSI shall not be liable (a) for any breach, delay or default in the performance of these Terms to the extent the same (or the circumstances giving rise to the same) arises or was contributed to by any Relief Event.
- 18 **Entire agreement:** These Terms constitutes the entire agreement between the parties and supersedes all previous agreements, understandings and arrangements between them in respect of the subject matter of these Terms, whether in writing or oral. Each party acknowledges that it has not entered into these Terms in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in these Terms. Nothing in these Terms shall limit or exclude any liability for fraud.
- 19 **Notices:** Notices under this Agreement shall be in writing and sent to a party's address, or as the case may be email address as set out on the first page of these Terms. Notices may be given, and shall be deemed received (a) where the parties are located in the same country, by Royal Mail first-class post two Business Days after posting (b) where the parties are located in different countries, by airmail: seven Business Days after posting (c) by hand: on delivery (d) by email: on receipt of a delivery return email. This clause does not apply to notice given in legal proceedings and any such notices may not be served by e-mail.
- 20 **Assignment and sub-contracting:** DSI may at any time assign, sub-contract, transfer, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights or obligations under these Terms, provided that it gives prior written notice to the Customer. Except as (a) expressly permitted by these Terms or (b) in the case of any assignment or transfer as part of a sale of the whole or substantially the whole of the Customer's assets and undertaking (an "Asset Sale"), the Customer shall not assign, transfer, sub-licence, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights or obligations under these Terms (including any licence rights granted), in whole or in part, without DSI's prior written consent.
- 21 **Set off:** Each party shall pay all sums that it owes to the other party under these Terms without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.
- 22 **No partnership or agency:** The parties are independent and are not partners or principal and agent and these Terms does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. Neither party shall have, nor shall represent that it has, any authority to make any commitments on the other party's behalf.
- 23 **Severance:** If any provision of these Terms (or part of any provision) is or becomes illegal, invalid or unenforceable (a) the legality, validity and enforceability of any other provision of these Terms shall not be affected and (b) should such provision would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.
- 24 **Waiver:** No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under these Terms shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy. No single or partial exercise of any right, power or remedy provided by law or under these Terms shall prevent any future exercise of it or the exercise of any other right, power or remedy. A waiver of any term, provision, condition or breach of these Terms shall only be effective if given in writing and signed by the waiving party, and then only in the instance and for the purpose for which it is given.
- 25 **Compliance with law:** Each party shall comply with all applicable laws and shall maintain such authorisations and approvals as required from time to time to perform their obligations under or in connection with these Terms.
- 26 **Third party rights:** A person who is not a party to these Terms shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its provisions.
- 27 **Governing law & Jurisdiction:** These Terms and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, these Terms, its subject matter or formation (including non-contractual disputes or claims).

**AGREED by the parties on the date set out at the head of these Terms:**

.....  
Signed by a duly authorised director for and on behalf of **DSI Communications Limited**

.....  
Signed by a duly authorised director/authorised signatory for and on behalf of **the Customer**

**Date:**

**Schedule 1 - Services and Fees**

	Charges
Software Support & Maintenance	
Hardware Support	
Hosted Services	
Hosted Services number of concurrent users	
On-site Support	(a) DSI's Standard hourly rate (currently £85 per hour) for each hour or part of an hour or (b) if On-site Support is required for more than 6 consecutive hours, SDI's Standard daily rate (currently £580 per 7.5 hour day) together (in each case) with VAT thereon and reimbursement of travel expenses (as reasonably determined by DSI.)
Additional Services Standard rates for providing such assistance:	

**Schedule 2 – Supported Software**


**Schedule 3 - Supported Hardware**


**Schedule 4 - Specification for the Platform and Hosted Services**