



SPRINT INTEGRATION - STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

In these terms and conditions:

"Sprint Integration Ltd" means Sprint Integration Limited a company registered in England with company number 4205511 whose registered office is situated at 4 Monometer House, Rectory Grove, Leigh on Sea, Essex. SS9 2HN

"Customer" means the person named in this agreement for whom Sprint Integration will provide the Services in accordance with these Terms

"Goods" means any tangible products including but not limited to, the computer hardware computer peripherals computer accessories networking software and other items set out in this agreement to be sold, leased, rented, licensed or otherwise and delivered to the Customer during the performance of the Services

"Price" means the price of the Goods and the charges for the Services as set out in this agreement or as calculated in accordance with Sprint Integration's hourly rates as notified to the Customer and from time to time in force

"Proposal" means the proposal submitted to the Customer to which these terms are attached or to the extent that matters referred to in the Proposal have been incorporated into a Service Level Agreement, the Service Level Agreement which shall supersede the Proposal

"Services" means IT support services to be provided by Sprint Integration for the Customer pursuant to a service level agreement or a Proposal and shall include ongoing maintenance of the networks hardware and standard operating software that makes up the Customer's desktop computing environment and specific IT services agreed to be supplied to the Customer.

"Third Party Equipment" means such of the Goods as are supplied by third parties

2. DELIVERY OF GOODS AND SERVICES

2.1 Provision of Goods and Services. Sprint Integration will provide the Customer with the Goods and/or Services as described in this agreement and these Terms. Sprint Integration reserve the right to vary the description of the Services at any time, however Sprint Integration shall inform the Customer of such variations where Sprint Integration deems necessary to do so and where reasonably practicable in the circumstances.

2.2 Variation to Terms. Subject to clause 2.1, any changes or additions to the Services or these Terms must be agreed in writing by Sprint Integration and



the Customer. Changes to the Services will be evidenced by the signature on behalf of both Sprint Integration and the Customer of the revised Schedules

- 2.3 The provision of the Goods or Services may not be cancelled or terminated except in accordance with clause 8 of these Terms.
- 2.4 Title. Title to the Goods sold shall pass to the Customer upon payment in full to Sprint Integration of the Price therefor. Title to all other Goods, equipment and/or facilities furnished by Sprint Integration, shall remain with Sprint Integration, but the Customer shall be granted a perpetual royalty free right to use the same for the duration of the Services.
- 2.5 Transportation of media. Sprint Integration shall accept no responsibility for the damage or loss of Customer property or Goods including any form of media while in transportation to or from Sprint Integration' working premises. The Customer shall notify Sprint Integration and the delivery/shipping company (if any), in writing by recorded delivery, within two business days after delivery, of any defective or damaged Goods, including, but not limited to, any discrepancy between the delivery/shipping document(s) and the Goods received. Failure to do so shall constitute an acceptance of any such Goods and a waiver of any claim which the Customer may have against Sprint Integration for non-delivery, delivery of damaged Goods and/or failure to conform to Goods ordered.
- 2.6 Bandwidths. Both parties acknowledge that, given the nature of the Internet, it is impossible to guarantee the bandwidth available between the Customer and any third party site elsewhere on the global Internet, as the bandwidth and the speed of their access will depend upon the bandwidth available over the various third party circuits over which the traffic must pass. The Customer acknowledges that while variances in bandwidth may occur over which Sprint Integration have no control, Sprint Integration will use all reasonable endeavours to ensure that the bandwidth stated in the Proposal (if any) is the exact bandwidth available.

3. CUSTOMER'S OBLIGATIONS

The Customer will at its own expense provide Sprint Integration with all necessary access to facilities and premises, licences, permissions, documents and other information or material within sufficient time to enable the Services to be performed in accordance with these Terms.

4. PRICE AND PAYMENT

- 4.1 The Price for the Goods shall be due and payable on the date set out in the Proposal and in any event no later than the expected delivery date of the



Goods. An invoice will be raised on acceptance by the Customer of the Proposal (or as otherwise specified in the Proposal). Where payment is due prior to the delivery of the Goods, Sprint Integration shall be entitled to withhold delivery of the Goods until payment in full of the Price has been paid.

- 4.2 Sprint Integration shall invoice the Customer for the Price of the Services on completion of the Services or as otherwise specified in the Proposal. Sprint Integration shall be entitled to invoice on a monthly basis in advance for Services performed on a regular monthly basis
- 4.3 Invoices shall be paid by the Customer without set off or deduction within 30 days of the date of the invoice or the date of delivery of the Goods (whichever is the earlier) ("the Payment Date") save that invoices for Services performed on a regular monthly basis shall be payable by direct debit which the Customer shall authorise. Sprint Integration shall be entitled to charge interest on any outstanding amount (both before and after any judgment) at the rate of 3% above the base rate from time to time of HSBC Bank plc from the Payment Date until the outstanding amount is paid in full
- 4.4 Third party expenses incurred by Sprint Integration on behalf of and with the Customer's consent with third parties ('Third Party Costs') will be paid by the Customer immediately on receipt of an invoice from Sprint Integration in respect of Third Party Costs. Interest will be payable at the rate set out in clause 4.3 if any Third Party Costs are not paid when demanded from the date which is 7 calendar days after the date of demand (both before and after any judgment) until the outstanding amount is paid in full. In addition, the Customer will be liable to pay to Sprint Integration any additional payments due to such third party due to lateness of payment by the Customer.

5 SUSPENSION OF SERVICES

- 5.1 Sprint Integration may, in its sole discretion, elect to suspend any or all of the services forthwith in the event that:
 - 5.1.1 the Customer fails to make any payment due under clause 4 of these Terms;
 - 5.1.2 Sprint Integration is entitled to terminate the provision of Goods or Services in accordance with these Terms (including without limitation by reason of a breach, fault or omission by the Customer under these Terms); or
 - 5.1.3 such suspension is for the purpose of carrying out scheduled or emergency maintenance pursuant to a Service Level Agreement, provided that prior reasonable notice is given to the Customer
- 5.2 in the event that the Services have been suspended pursuant to clause 5.1. Sprint Integration shall only be obliged to re-establish the Services once payment in full has been made and if the Services have been suspended



pursuant to clause 5.1.3, Sprint Integration shall re-establish the Services as soon as reasonably possible.

6. LIABILITY

- 6.1 Sprint Integration shall have no obligation duty or liability to the Customer in contract, tort, for breach of statutory duty or otherwise beyond that of a duty to exercise reasonable skill and care.
- 6.2 Sprint Integration' liability in any event by reason of or in connection with the supply of the Goods shall be limited to the Price.
- 6.3 Sprint Integration' liability in any event by reason of or in connection with the provision of the Services shall be limited to the sum of £250,000.
- 6.4 Sprint Integration shall not be liable in any event whatever the cause thereof for any indirect, incidental, special, consequential, exemplary or punitive damages (including but not limited to damages for lost profits or lost revenues) whether or not caused by the acts or omissions or negligence of its employees or representatives and regardless of whether the Customer has been informed of the possibility or likelihood of such damages
- 6.5 Nothing in this clause 6 shall operate to exclude Sprint Integration' liability in respect of death or personal injury caused by the negligence of Sprint Integration
- 6.6 No employee or representative of Sprint Integration, other than a Director of Sprint Integration, has any authority to bind Sprint Integration to any warranty whatsoever other than that, if any, provided in these Terms, or to vary the Terms and any contrary representation shall be void.
- 6.7 In the event that the Customer installs any applications, utilities or other software programs or re-configures the Goods or any communications (or related) service provided by Sprint Integration (including, but not limited to, hardware, firmware, software, programming, configuration and service as specified in any applicable Proposal) or otherwise modifies or alters any of the foregoing, the sole responsibility of Sprint Integration will be to make such repairs as are covered by the manufacturer's warranty (if any).
- 6.8 Where Sprint Integration supplies any Goods to the Customer which are supplied by a third party ('Third Party Goods') Sprint Integration does not give any warranty, guarantee or other terms as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Customer the benefit of any warranty, guarantee or indemnity given by the person supplying the Third Party Goods to Sprint Integration
- 6.9 Sprint Integration shall have no liability to the Customer for any loss, damage, costs, expenses or other claims for compensation arising from any



documents, data, information, material or instructions supplied by the Customer which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Customer

- 6.10 The provisions of these Terms set out the maximum liability of Sprint Integration under or in connection with the provision of the Goods and/or the Services and all other liability is excluded, provided that nothing in these Terms shall exclude or limit any liability of Sprint Integration to the extent such liability may not be excluded or limited by law.

7 TERMINATION

- 7.1 Sprint Integration may terminate or suspend the Services at any time without prior notice upon any failure of the Customer to pay any amounts due.
- 7.2 Either party may at any time terminate the Services by giving notice in writing to the other:
- 7.2.1 if the other commits any breach of a material provision of these Terms and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so; or
- 7.2.2 where the other goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed; or
- 7.2.3 where the Services are provided on an annual basis as specified in the Proposal, either party may terminate the Services by giving at least three months' notice to the other in writing to expire on an anniversary of the commencement of the provision of the Services.
- 7.3 Any termination shall not relieve the Customer of its obligation to pay any charges already incurred prior to termination.
- 7.4 In the event that Sprint Integration has supplied any Goods or equipment to the Customer which is licensed, rented or hired to the Customer and where title to such Goods belongs to Sprint Integration in accordance with clause 2.4 of these Terms, the licence to use such equipment will terminate immediately on termination of the Services and the Customer hereby grants an irrevocable licence to Sprint Integration its employees and agents to enter and remove such Goods from the Customer premises at which the Goods are kept or stored.
- 7.5 For the avoidance of doubt on termination or at any time while any monies due to Sprint Integration remain due and outstanding Sprint Integration shall not be obliged to supply to the Customer any passwords necessary to enable the Customer to amend or vary any software and/or programming which Sprint Integration has created and/or developed for the Customer during the provision of the Services unless otherwise specified in the Proposal.



8 OWNERSHIP OF INTELLECTUAL PROPERTY

- 8.1 The copyright and other intellectual property rights or whatever nature whether in eye or machine readable format ('Intellectual Property') in any programming software enhancements releases and/or error corrections created by Sprint Integration during the provision of the Services are and shall remain the property of Sprint Integration.
- 8.2 The Customer shall notify Sprint Integration immediately if the Customer becomes aware of any unauthorised use of the whole or any part of the Intellectual Property by any person
- 8.3 The Customer will permit Sprint Integration to check the use of the Intellectual Property by the Customer at all reasonable times and for that purpose Sprint Integration shall be entitled to enter any of the Customer's premises upon reasonable prior notice (and so that the Customer hereby irrevocably licences Sprint Integration, its employees and agents to enter any such premises for such purpose) and the licence granted in this clause 9.3 shall survive the termination of this contract for whatever reason.
- 8.4 Sprint Integration hereby grants to the Customer a non-exclusive licence to use the Intellectual Property subject to these Terms for the duration of the provision of the Services. On termination of the Services in accordance with these terms, the licence granted in this clause 9.4 shall cease. Sprint Integration shall continue to be entitled to enter the customer's premises in accordance with clause 9.3 to check the use of the Intellectual Property by the Customer following the termination of the Services.
- 8.5 The Customer shall use the Intellectual Property for processing its own data for its own internal business purposes only. The Customer shall not permit any third party to use the Intellectual Property on behalf of or for the benefit of any third party in any way whatever.

9. RESTRICTIONS

- 9.1 The Customer shall not (whether directly or indirectly or whether on its own account or for the account of any other person, firm or company, or as agent, director, partner, manager, employee, consultant or shareholder of or in any other person, firm or company) at any time during the period from the date of acceptance of the Proposal by the Customer to the expiry of one year after the date of completion or termination of the Services for any reason and in any manner whatsoever solicit any person employed or sub-contracted by Sprint Integration and who has been involved in the provision of the Services to the Customer without the prior written consent of Sprint Integration.



10. DOMAIN NAMES

The Customer has full responsibility for renewal of all domain names. The contract for registration of any domain names shall be between the Customer and the appropriate naming authority. Sprint Integration shall only act as an agent for the Customer. The Customer shall be bound by the contractual terms of the naming authority. Sprint Integration cannot guarantee that it will be able to register any requested name and the Customer cannot assume that the registration has been effected until the Customer has received written confirmation from Sprint Integration that it has been registered. Sprint Integration gives no warranty that the Internet domain name requested will not infringe the rights of any third party and the Customer shall indemnify Sprint Integration on a full indemnity basis in respect of any loss, damage, claims or expenses (including any reasonable legal fees and Court costs or liability) arising from any such infringement of a third party's intellectual property rights

11 THIRD PARTY SERVICE PROVIDERS

Where the provision of the Services includes the procurement by Sprint Integration of any Third Party Services (such as an Internet Service Provider) which are specified on the Proposal ('Third Party Provider') the contractual terms of the Third Party Provider to include any Acceptable Use Policy of that Third Party Provider ('Third Party Conditions') shall be deemed to be incorporated into these Terms and the Customer must adhere absolutely to the Third Party Conditions and shall indemnify Sprint Integration on a full indemnity basis in respect of any loss, damage, claims or expenses (including any reasonable legal fees and Court costs or liability) incurred by Sprint Integration as a result of the Customer's breach or non-compliance with the Third Party Conditions.

Any applicable third-party conditions will be identified on the Proposal and will be available on request by the Customer

12. ASSIGNMENT AND OTHER DEALINGS

This agreement is personal to the Customer and the Customer shall not without the prior written consent of Sprint Integration at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement



Sprint Integration may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement. If required at any time by Sprint Integration the Customer agrees that it will consent to a novation of the agreement to a purchaser of Sprint Integration' business.

SPRINT INTEGRATION - PRIVACY NOTICE

Who we are

Sprint Integration are committed to protecting your personal data in line with the relevant legislation ("Data Protection Law"). The relevant legislation includes the General Data Protection Regulation (EU 2016/679) and the UK Data Protection Act 2018, as well as other potentially supporting legislation.

Why this policy is important

This policy is intended to provide information about how we will use (or "process") personal data about individuals including our current, past and prospective customers, consultants, suppliers and other third parties as well as visitors to our website. It also covers the way in which Sprint Integration will handle personal data when it has access to the personal data in circumstances where a customer is the data controller and Sprint Integration the data processor for its customer. This will arise in respect of personal data processed pursuant to a service level agreement or other contract with our customer.

Responsibility for data protection

Sprint Integration has appointed Jon Barns to oversee its role as Data Protection Manager (DPM), who will deal with all requests and enquiries concerning Sprint Integration use of your personal data (see section on Your Rights below) and endeavour to ensure that all personal data is processed in compliance with this policy and Data Protection Law.

Jon Barns may be contacted by:

Email: info@sprintintegration.co.uk

Telephone: 01702 209966

Post: Ryan House, 18-19 Aviation Way, Southend on Sea, Essex, SS2 6UN

Why Sprint Integration needs to use personal data

In order to carry out its ordinary duties to clients, Sprint Integration may need to process a wide range of personal data about current, past and prospective staff and customers as part of its daily operation.



Sprint Integration will need to carry out some of this activity in order to fulfil legal rights, duties or obligations – including those under a contract with its customers.

Other uses of personal data will be made in accordance with Sprint Integration' legitimate interests, provided that these are not outweighed by the impact on individuals and provided it does not involve special categories of personal data.

Sprint Integration expects that the following uses may fall within the category of its "legitimate interests":

- To provide IT managed services;
- Maintaining relationships with customers and the business community;
- For the purposes of management planning;
- For security purposes; and
- Where otherwise reasonably necessary for Sprint Integration' purposes, including to obtain appropriate professional advice and insurance.

Types of personal data obtained by Sprint Integration

This will include by way of example:

- names, addresses, telephone numbers, e-mail addresses and other contact details;
- bank details and other financial information;
- passwords;
- access to personal data held by customers whilst providing them with IT managed services.

How Sprint Integration collects data

Generally, Sprint Integration receives personal data from the individual directly in the ordinary course of interaction or communication (such as verbally, by e-mail or by written documents).

However, in some cases personal data may be supplied by third parties (for example an employer, customer either directly or by giving Sprint Integration access to the IT systems, or other companies or authorities working with that individual).

Data collected through the Sprint Integration website

Sprint Integration may collect the following information from visitors to its website:

- IP addresses and information about the location of the visitor
- the way that a visitor uses the website, including the pages viewed, dates, times and duration
- data to show where visitors navigated to or from our website and searches made on our website.

This data is used to enable Sprint Integration to:



- run the website ensuring that it works properly
- improve the information on the website
- maintain the websites security

Cookies are a piece of data which a website sends to a user's computer. It is stored on the user's computer and can be used to collect information on their site usage. Sprint Integration use cookies to identify how many users visit each page of its website so that it can improve the websites value to its visitors. Sprint Integration does not use cookies in any way which would allow it to identify visitors to its website. If you want to block cookies, then you can do so through your web browser or through other software but in doing so you may find that you will be unable to visit some or all of the Sprint Integration website.

Who has access to personal data and who Sprint Integration shares it with

Occasionally, Sprint Integration will need to share personal information with third parties, such as professional advisers (lawyers and accountants) or relevant authorities such as the police.

For the most part, personal data collected or accessed by Sprint Integration will remain within the company and will be processed by appropriate individuals only in accordance with access protocols (ie. on a "need to know" basis). Sprint Integration will where appropriate, ensure that their personnel access or Process Personal Data only for the purpose of performing services to customers in accordance with instructions given by the customer to Sprint Integration from time to time.

In accordance with Data Protection Law, some of Sprint Integration' processing activity is carried out on its behalf by third parties, such as cloud services and storage providers. This is always subject to undertakings from such third parties that personal data will be kept securely and only in accordance with Sprint Integration' specific direction.

Sprint Integration shall not cause or allow Personal Data to be transferred and/or processed in a county or territory which is outside of the European Economic Area without prior written consent.

How long Sprint Integration keeps personal data

Sprint Integration will retain personal data securely and only in line with how long it is necessary to keep for a legitimate and lawful reason.

If you have any specific queries about how this policy is applied or wish to request that personal data that you no longer believe to be relevant is considered for erasure, please contact the DPM. However, please bear in mind that Sprint Integration may have lawful and necessary reasons to hold on to some data.

Security



Sprint Integration has implemented and shall maintain appropriate technical and organisational security measures, processes and controls to safeguard all Personal Data processed by them against unauthorised and unlawful processing and accidental loss, disclosure or destruction.

Notify a customer of any data breach that takes place in accordance with the paragraph dealing with breach of notification below.

IT managed services

To enable Sprint Integration to provide IT managed services, customers will have to provide access to their IT systems with the result that Sprint Integration will have access to personal data held by the customer. In such circumstances, Sprint Integration will:

1. Ensure that any such data will only be processed by Sprint Integration' staff on a need to know basis.
2. Ensure that the personal data remains within Sprint Integration but where Sprint Integration share the data with third parties such as cloud service and storage providers, it is done so on an undertaking from such third parties that personal data will be kept securely and only in accordance with Sprint Integration' specific direction. If requested by a customer, Sprint Integration will supply to the customer evidence that the third party will comply with their obligations under the General Data Protection Regulations.
3. Not cause or allow the personal data to be transferred and/or processed in a country or territory outside of the European Economic Area without prior written consent from the customer.
4. Maintain suitable and adequate security in accordance with the provisions of this agreement.

Confidentiality

Sprint Integration acknowledges that in the provision of its IT managed services, it may have access to a customer's confidential information concerning their business affairs, customers, clients or suppliers.

Sprint Integration undertakes that it shall not at any time disclose to any person any confidential information belonging to the customer and shall ensure that its staff, officers, representatives or advisers to whom it discloses a customer's confidential information complies with this clause.

Sprint Integration may however disclose confidential information to the extent that such confidential information is required to be disclosed by law, by any government or other regulatory authority or by a Court or other authority of competent jurisdiction



provided that, to the extent it is legally permitted to do so, it gives the customer as much notice of such disclosure as possible.

Breach notification

Sprint Integration shall notify a customer when it becomes aware of or suspects that a data breach has taken place. Such notification will be made within 24 hours of Sprint Integration becoming aware of the breach save where the breach comes to the attention of Sprint Integration during a weekend or bank holiday when the notification will be made to the customer by 10am or the next business day. The notification will include a description of the data breach, the date and time of the breach, the type of data affected by the breach, an explanation of how the breach occurred, the number of data subjects concerned and details of how and when Sprint Integration first becomes aware of the breach. In circumstances where there has been a breach Sprint Integration will provide all reasonable advice and assistance to the customer involved in a timely manner.

Your Rights

Sprint Integration shall notify a customer when it becomes aware of or suspects that a data breach has taken place. Such notification will be made within 24 hours of Sprint Integration becoming aware of the breach save where the breach comes to the attention of Sprint Integration during a weekend or bank holiday when the notification will be made to the customer by 10am or the next business day. The notification will include a description of the data breach, the date and time of the breach, the type of data affected by the breach, an explanation of how the breach occurred, the number of data subjects concerned and details of how and when Sprint Integration first becomes aware of the breach. In circumstances where there has been a breach Sprint Integration will provide all reasonable advice and assistance to the customer involved in a timely manner.

Consent

Where Sprint Integration is relying on consent as a means to process personal data, any person may withdraw this consent at any time. Please be aware however that Sprint Integration may have another lawful reason to process the personal data in question even without your consent. That reason will usually have been asserted under this Data Protection and Confidentiality provision or may otherwise exist under some form of contract or agreement with the individual (for example: an employment contract).

Data accuracy and security

Sprint Integration will endeavour to ensure that all personal data held in relation to an individual is as up to date and accurate as possible. Individuals must please notify the DPM of any changes to information held about them.



An individual has the right to request that any inaccurate or out-of-date information about them is erased or corrected (subject to certain exemptions and limitations under Act): please see above.

Sprint Integration will take appropriate technical and organisational steps to ensure the security of personal data about individuals, including policies around use of technology and devices, and access to company systems. All staff will be made aware of this policy and their duties under Data Protection Law and receive relevant training.

Queries and complaints

Any comments or queries on this policy should be directed to the DPM.

If an individual believes that Sprint Integration has not complied with this policy or acted otherwise than in accordance with Data Protection Law, they should notify the DPM. An individual can also make a referral to or lodge a complaint with the Information Commissioner's Office ("ICO"), although the ICO recommends that steps are taken to resolve the matter with Sprint Integration as the Data Controller or Processor before involving the regulator.