

Overview

- A. Welcome to the services of Community Network Services Limited (CNS). You agree to these Standard Terms when you use our services, software or systems (Services).
- B. The scope and nature each Service that we agree to provide to you are detailed in the applicable standard services schedule for that Service (Services Schedule), made available by us to you from time to time through our customer web-portal. Any changes or special terms will be separately agreed in writing between us and set out as an Appendix to these Standard Terms.
- C. We may update these Standard Terms from time to time. We will notify you through our website of any changes, and they will only take effect to Services supplied after the date of that change. If you do not agree with any change, and subject to any relevant notice period which applies, you may stop using the Services.

1. Services

- 1.1 In consideration for paying the Charges, we will provide the Services to you. We will determine the method for delivery of the Services, using our CNS Systems.
- 1.2 We will provide the Services using all reasonable skill and care.
- 1.3 We will use all reasonable endeavours to provide the Services within any periods set out in the Service Schedule, but any periods are estimates only and not firm commitments.
- 1.4 We will provide access to the applicable CNS Systems required as part of the Services, and may provide certain CNS Software to you to use as may be set out in the Services Schedule. Either we or our licensors will continue to own the CNS Systems and CNS Software.
- 1.5 We may update, change or modify the CNS Systems and/or CNS Software as required by us from time to time for the provision of the Services. We may also update, change or modify the Services or the Services Schedules from time to time. We will notify you in advance of any material changes to the Services or the Services Schedules.
- 1.6 We provide certain regulated services as part of the Services, and so we may at any time and without notice to you comply with any orders, direction, requests, advice or recommendations made or given by HMRC, the police, any court, governmental authority, port or airport authority or any other duly constituted legal or administrative authority or body. We will not be liable to you for any costs, losses, damages or claims of whatever nature arising in relation to our compliance.
- 1.7 We may postpone the Commencement Date of the Services, where there is:

- (a) a delay of approval or any other delay by or caused by HMRC, any court or any other authority or similar governmental or administrative body;
- (b) any act, default or breach by you of any of the terms in these Standard Terms;
- (c) any matter whatsoever beyond our reasonable control.

1.8 We will take all reasonable precautions to ensure that our CNS Systems employ sufficient detection and antidote software to avoid known viruses or similar damaging, corrupting or malicious software or other content.

1.9 Where you become aware of any faults, errors, defects or other problems in any CNS Systems or CNS Software, you must promptly notify us. We will review the fault, error, defect or problem as part of the programme of enhancements and fixes and will advise you of if and when we will be rectifying it.

1.10 Where any faults, errors, defects or other problems are caused (whether wholly or partly) by:

- (a) your acts or omissions (or of those you are responsible for or have contracted);
- (b) your breach of any of your obligations under these Standard Terms or in the Services Schedule;
- (c) the use of the CNS Systems or CNS Software with other software or equipment with which it is incompatible;
- (d) any modification, repair or other alteration of the CNS Systems or CNS Software by you, your personnel or contractors;

then we will be entitled to charge you for the cost of any rectification (without prejudice to any other rights we may have).

1.11 We may have to temporarily suspend the provision of the Services to:

- (a) test or maintain any systems, equipment or software used in the provision of the Services;
- (b) make any changes or upgrades to the systems, equipment, premises or software used in the provision of the Services which we, in our discretion, consider to be appropriate to maintain the efficient provision of the Services;
- (c) prevent damage, corruption or unauthorised access to any systems, equipment, premises or software (whether used in the provision of the Services or not).

Where reasonably practicable, we will use all reasonable endeavours to notify you in advance of the proposed



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suspension. We will try and limit any suspension to the minimum amount of time we reasonably need.

- 1.12 Notwithstanding clause 1.11 above, sometimes events occur beyond our reasonable control, or simply due to unintended outages. In these circumstances, we may also have to suspend the Services until we can rectify the situation.

We will use all reasonable endeavours to resume the Services as soon as we can.

- 1.13 We will not be liable for any costs, losses, damages or claims of whatever nature arising in relation to a temporary suspension of Services under clauses 1.11 or 1.12 above.

- 1.14 To the extent permitted by law, we:

- (a) disclaim all other warranties which are not expressly set out in these Standard Terms with respect to the Services, CNS Software and CNS Systems including any express or implied warranties relating to quality, fitness for any particular purpose or ability to achieve a particular result; and
- (b) do not give any warranty or undertake any responsibility in respect of any software or equipment supplied by any third party, whether or not such software may have been recommended or suggested by us.

2. Your responsibilities

- 2.1 You will provide us free of charge:

- (a) all information, documentation and assistance as we might reasonably require to assist us in providing the Services; and
- (b) access to your premises, systems or networks (or those used by you or your contractors) at such times as we might reasonably require for the provision of the Services.

- 2.2 Where we do require access to your premises, systems or networks (or those used by you or your contractors) you will, at your own expense:

- (a) arrange all access rights, permits, licences, security clearances or other documentation necessary to ensure that our personnel or contractors are granted access; and
- (b) be responsible for the comfort, safety, security and welfare of our personnel or contractors when on any premises.

- 2.3 Prior to the Commencement Date, you will ensure you have installed and have fully operational any networks, systems, software or other equipment which the Customer is

required or which is reasonably necessary to have installed to receive the Services (Customer Systems).

- 2.4 You will ensure that all Customer Systems are maintained in good working order throughout the provision of the Services.

- 2.5 You must not use, nor permit to be used, the Services, the CNS Systems or any CNS Software:

- (a) to send, knowingly receive, upload, download, use or re-use any information or material which is illegal, offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy, data protection or any other rights;
- (b) to cause annoyance, inconvenience or needless anxiety to any person;
- (c) to send or provide unsolicited advertising or promotional material or knowingly to receive responses to any unsolicited advertising or promotional material sent or provided by you or any third party;
- (d) to send any virus or similar damaging, corrupting or malicious software or other content or for hacking or similar activity;
- (e) for any purpose which is illegal;
- (f) in any way which in our opinion does or is likely to be detrimental to our ability to use our CNS Systems or to provide services to our other customers; or
- (g) for any other purpose of which we, in our discretion, does not or would not reasonably approve.

- 2.6 You will ensure you do not do anything that interferes with the provision of the Services or permit others to interfere with the provision of the Services or interferes with our CNS Systems. If you become aware of any attempt by any third party to interfere with the Services or the CNS Systems, you must immediately notify us.

- 2.7 You will ensure that you only use or access the Services, the CNS Software or the CNS Systems in accordance with the current operating manuals, procedures or protocols issued and amended from time to time by us.

- 2.8 You will provide us with at least one month's written notice (or as much notice as reasonably practicable) of your intention to:

- (a) make any changes to the Customer Systems used by you in connection with the Services; or
- (b) make any other material alterations which may affect your use or our provision of the Services.



You will also notify us promptly of any changes to personnel accessing the Services as a systems administrator or named user.

2.9 You will take all reasonable care of any CNS Software or any other equipment, information or data provided by us which is in the care and custody of you at any time.

2.10 If you hold any data, passwords, pass codes, security data, badges, licences or similar information in relation to the Services, you will be solely responsible for the security, confidentiality and safekeeping of them.

2.11 You indemnify us from and against all liability, loss, damage, claims, demands, proceedings, penalties, fines, indemnities, costs and expenses of whatever nature incurred or suffered by us arising from or in relation to:

- (a) us acting in accordance with your instructions whether or not caused or contributed to directly or indirectly by any act, omission or default on the part of us, our personnel or contractors; or
- (b) any act, omission or default by you or any breach by you of any of the terms in these Standard Terms or any Service Schedule; or
- (c) any excess of the liability of us under these Standard Terms.

2.12 In the event of a claim or proceedings which are likely to give rise to an indemnity in accordance with clause 2.11 above, we will notify you as soon as reasonably practicable and keep you advised of the progress of the claim or proceedings.

2.13 You must make, maintain and store any required back-up copies of any data, records, documents, files or other information of whatever nature transmitted to us for the purposes of the Services.

2.14 You must take all reasonable precautions to ensure that your information technology systems employ sufficient detection and antidote software to avoid known viruses or similar damaging, corrupting or malicious software or other content.

3. Use and Supply of Software

3.1 We are not responsible for the performance, use or suitability of any third party software, even if we suggest or recommend it to you. You must assess the performance, use and suitability of any such software.

3.2 You must ensure that you have all necessary licences, permits and permissions to use any software which you use in connection with the Services.

3.3 Where we supply you any CNS Software, we will grant you a non-exclusive and non-transferable licence for the use of the CNS Software for the duration of the Services only, and on such terms as we may determine in our absolute discretion and notify to you at that time.

3.4 You will only use the CNS Software:

- (a) for the purposes of the Services and for no other purpose;
- (b) in accordance with the terms of any licence granted to you, whether such licence is granted by us or any other party;
- (c) in accordance with the terms of any manual or other instructions which are supplied with the CNS Software and as may be updated from time to time.

3.5 You must not translate, modify or adapt the CNS Software for any purpose nor arrange or create derivative works based on the CNS Software without our prior express written consent in each case, except to the extent permitted by law.

3.6 The licence to use the CNS Software is personal to you. You must not transfer, distribute or make available by any means all or any part of the CNS Software to any other person without our prior written consent.

3.7 You must not make for any purpose, including for error correction, any alterations, modifications, additions or enhancements to the CNS Software except as described in the Service Schedule, nor permit the whole or any part of the CNS Software to be combined with or become incorporated in any other program or system without our prior written consent, except to the extent permitted by law.

3.8 You must not, nor permit others to, decompile, reverse engineer or disassemble the CNS Software or any part of it, except to extent permitted by law.

3.9 The Intellectual Property rights in any CNS Software will remain with CNS (or our licensors) and no Intellectual Property rights will transfer to you. You will not cause or permit anything which may damage or endanger the Intellectual Property of CNS or any other owner of the Intellectual Property rights in the CNS Software, or assist or allow others to do so.

3.10 We will ensure that we will take all reasonable precautions to ensure that no known viruses or similar damaging, corrupting or malicious software or other content for which detection and antidote software is generally available are coded or introduced into any CNS Software.

4. Charges

4.1 We will charge you the amounts set out in our standard rate card for Services available on our customer web-portal, or as otherwise agreed in writing with you (Charges).

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4.2 We may also collect from you fees, duties, charges and levies required by any governmental authority, port or airport authority, terminal operator, commercial organisation performing any similar administrative or controlling functions over any facilities or any other duly constituted legal or administrative authority or body, and relating to the Services and your use of them, in accordance with their applicable tariffs or charges. These fees, duties, charges and levies will be included in our standard rate card. By using our Services, you agree that you will pay these fees, duties, charges and levies and you irrevocably waive any right to not pay them in full on invoice or demand. We will add these as separate items to the Charges, and invoice you for them.

4.3 From time to time, we may agree additional services or project services with you. We will agree a separate project work order to cover those situations. The project work order will show any additional charges that are due for these Services.

4.4 If we agree to provide Services which are not set out in the Services Schedule or to provide Services outside of normal business hours or otherwise provide services which are out of scope of the normal Services, we reserve the right to charge a reasonable premium in addition to the Charges set out in the Services Schedule. Where reasonably practicable, we will seek to agree that premium with you before the relevant Services are provided.

4.5 We will invoice you at the end of each calendar month for the Charges due to us.

4.6 Unless otherwise agreed in writing, all payments for the Services will be collected by Direct Debit, and you agree to irrevocably put in place all documentation to effect the Direct Debit to our nominated bank account.

4.7 In the event that you fail to pay the Charges when due, we may charge you in addition interest calculated at 5% above the Bank of England base rate (as set monthly by the Bank of England's Monetary Policy Committee), such interest to be charged on a daily basis (applying both before and after any judgment).

4.8 Unless otherwise stated in writing, any quotations, estimates or other indications of the Charges will be exclusive of any value added tax or other taxes, duties or levies.

4.9 We may, from time to time, review and amend our Charges and when these changes are to apply. We will provide you with at least one months' notice of any proposed amendment to our Charges, and the Charges will then apply from that notified date forward.

4.10 Where we have notified you of any change to our Charges in accordance with clause 4.9 above, and you are not happy with the change, you may terminate your receipt of the Services and any Service Schedule by providing us with written notice of your intention to terminate under clause 6.3 below within 14 days of being notified under clause 4.9.

4.11 If you fail to make any payment on the due date or if you become insolvent or go into any form of liquidation,

administration, receivership, compromise or assignment with your creditors (except for the purposes of solvent reconstruction or amalgamation), then:

- (a) all amounts you owe us will become immediately due and payable, whether or not already due under the terms of these Standard Terms or the Service Schedule; and
- (b) we may, without prejudice to any other right or remedy available to us, delay or withhold Services, and/or cancel the Services to you.

5. Confidentiality

5.1 We both will at all times keep confidential any confidential information acquired in relation to or in consequence of the Services and use that information only for the purpose of performing or receiving the Services. This will not apply to confidential information which they may be entitled or bound to disclose under compulsion of law or where requested by regulatory agencies or to their professional advisers where reasonably necessary for the performance of their professional services.

5.2 You authorise us to release any information whatsoever (including any confidential information) to HMRC, the police, any court, governmental authority, port or airport authority, or any other duly constituted legal or administrative authority or body.

5.3 You authorise us to release any information to terminal or airport operators or carriers to enable them to meet the requirements of their regulatory approvals or as we consider appropriate to ensure safety, security or operational requirements.

6. Termination

6.1 We may terminate any Service or all Services without cause by providing you no less than 60 days' written notice.

6.2 We may terminate any Service or all Services at any time by written notice to you if:

- (a) you are in breach of Standard Terms or any Services Schedule and, in the case of a breach capable of remedy within 30 days, the breach is not remedied within 30 days of you receiving notice specifying the breach and requiring it to be remedied; or
- (b) we reasonably believe you appear likely to or you become insolvent or go into liquidation, either compulsory or voluntary (except for the purposes of a solvent reconstruction or amalgamation), or if an administrator, administrative receiver or receiver is appointed in respect of you and/or the whole or any part of your assets, or if you make an assignment for the benefit of, or composition with your creditors generally.



- 6.3 You may terminate the Services by written notice to us in accordance with clause 4.10 above, or paragraph B of these Standard Terms where you do not agree with any change we make to these terms. The termination will take effect at the end of the advanced notice period of the change specified by us in accordance with clause 4.9.
- 6.4 You may also terminate any Service where any change to that Service or applicable Services Schedule we have made under clause 1.5 materially adversely impacts you. You must notify us in writing immediately after the change, and that Service will be terminated one calendar month from the date you notify us.
- 6.5 On termination of any Service you will, at your expense, return to us:
 - (a) any badges, licences, source codes, documentation and other information provided by us to you for the purposes of the Services; and
 - (c) delete all CNS Software on your systems.
- 6.6 If you hold records or copies of any data, passwords, pass codes, security data, badges, licences or similar information in relation to the Services, you will, on termination of any Service, ensure that all such copies are deleted or otherwise destroyed – except as legally required to be retained.
- 6.7 Termination of any Service will not affect any rights of the parties accrued up to the date of termination.

7 Liability and Limits of Liability

- 7.1 Nothing in these Standard Terms will limit or exclude either party's liability to the other in respect of death or personal injury.
- 7.2 We will not be liable for any loss, damage or claims of whatever nature arising from or in relation to any:
 - (a) natural disaster, extreme weather event, epidemic disease, war, fire, flood, explosion, theft of or damage to material items, unavailability of essential infrastructure, network or power;
 - (b) consequences of hostilities or armed conflict, act or threat of terror or vandalism, civil war, riots, rebellion, insurrection, military or usurped power or confiscation, requisition or destruction of or damage to property by or under the order of any government or public or local authority;
 - (c) seizure or forfeiture under legal process, or suspension of any approval, licence, permission or authority in relation to the Services;
 - (d) breach by you of any obligation provided or imposed by these Standard Terms or any Services Schedule;

- (e) blockage, picket, embargo, strike, lockout, sit-in, stoppage or restraint of labour from whatever cause;
- (f) the failure of you to implement and maintain proper and current software for the detection, avoidance and remedy of viruses or similar damaging, corrupting or malicious software or other content;
- (g) any cause or event whatsoever which we are unable to avoid and the consequences of which we are unable to prevent by the exercise of reasonable diligence.

7.3 Our liability for the loss, corruption or damage of any data, records, documents, files or other information of whatever nature will be limited to your reasonable administrative costs in retrieving the copies of such data, records, documents, files or other information maintained by you in accordance with your obligations in clause 2.13 above.

7.4 Our liability for any claim whatsoever and howsoever arising, and whether arising under clause 7.3 above or otherwise, will, under no circumstances exceed:

- (a) the Charges raised by us to you over the period of the calendar month preceding the event giving rise to the claim; or
- (b) the sum of £25,000; whichever is the lower.

7.5 We will not in any circumstances be liable for any indirect or consequential loss whatsoever, howsoever arising, including, but not limited to, loss of profits (whether direct or consequential), loss of goodwill, loss of market share, loss of future or anticipated sales, loss of production or factory "downtime", damages, costs and expenses incurred or payable by you to any third party or any other indirect or consequential loss.

7.6 If you request us in writing to change these Standard Terms in respect of any Service or Services Schedule, we will consider the request in good faith. If we agree to any change, we may ask you for a premium to be paid with the Charges to us. Any premium will reflect the increase in risk to us and the increase of costs such as (but not limited to) administration and insurance costs.

8. Claims

- 8.1 You will notify us in writing of any loss or damage of whatever nature likely to give rise to a claim within 14 days from the date on which you became aware or ought reasonably to have become aware of the loss or damage.
- 8.2 If you fail to provide us with notice of the loss or damage in accordance with clause 8.1 above, any claim arising in relation to such loss or damage will be waived and absolutely barred.
- 8.3 We will, in any event, be discharged from all liability whatsoever, and howsoever arising unless a suit is brought and written details of it are served on us within 12 months of the date when the event giving rise to the cause of action occurred.



9. General

- 9.1 All Services supplied by us will be subject to these Standard Terms and the Services Schedules. We may subcontract all or any part of the Services.
- 9.2 These Standard Terms will prevail over any conditions or terms specified in your purchase order or other documentation, unless we expressly agree otherwise in writing.
- 9.3 If the Services provided are subject to any applicable law, legislation, regulations or directives, these Standard Terms will, in relation to those Services, be read subject to those requirements.
- 9.4 Where any part of these Standard Terms is held by a court or other tribunal to be contrary to any compulsorily applicable legislation, regulation or directive or otherwise judged by a court or tribunal to be unlawful, void or unenforceable such part will, to the extent necessary, be severed from these Standard Terms and rendered ineffective as far as possible without modifying or otherwise affecting the remaining provisions of these Standard Terms.
- 9.5 Nothing in these Standard Terms will prejudice or be considered as a waiver or surrender by us of any of our rights or immunities or as an increase of any of our responsibilities or liabilities under any compulsorily applicable law, legislation, regulations or directives.
- 9.6 In these Standard Terms, except when it is inconsistent with the context any reference to the plural includes the singular and vice versa.
- 9.7 For the purposes of the Contracts (Rights of Third Parties) Act 1999, these Standard Terms and all Service Schedules are not intended to and do not give any person who is not a party to the Service Schedule any right to enforce any of their provisions.
- 9.8 In the event of any conflict or inconsistency between the terms of the Service Schedule and these Standard Terms, the terms of the Service Schedule will prevail.
- 9.9 Unless otherwise expressly stated in the Service Schedule, you may not assign (whether at law or in equity) charge, encumber or otherwise deal with the CNS Systems, CNS Software or the Services, or any rights arising from or in relation them without our prior written consent.
- 9.10 You agree that the United Nations Convention on Contracts for the International Sale of Goods (CISG) will not apply to the Services. You agree that you are not a consumer for the Services under the Consumer Rights Act 2015.
- 9.11 Any notice or other document required to be given in writing will be deemed to be duly given if left at or sent by pre-paid registered or recorded delivery post or by facsimile transmission or by electronic mail to the address or facsimile number of the party receiving the notice as set out in the Service Schedule. Any

such notice will be deemed to be given to and received by the addressee:

- (a) at the time the same is left at the address of or handed to a Representative of the party to be served;
- (b) if by post, on the day (not being a Sunday or public holiday) 2 days following the date of posting;
- (c) in the case of facsimile or electronic mail, on the working day it was successfully sent.
- (d)

10. Law and Jurisdiction

- 10.1 These Standard Terms, all Service Schedules and any dispute arising under them will be governed under the laws of England and Wales.
- 10.2 Both parties submit to the have exclusive jurisdiction of the English courts in London in relation to any matter arising out of these Standard Terms or any Services Schedule.

11. Definitions

These meanings apply unless the context otherwise requires:

“Charges”

are defined in clause 4.1 above.

“CNS Software”

means any software supplied by us (whether developed by us or by any third party) for the purposes of the Services.

“CNS System”

means the networks, hardware, equipment, software, facilities and other items used by us to provide the Services to you.

“Commencement Date”

means the “Date for commencement of Services” referred to on the cover page of the Standard Terms .

“Customer Systems”

are defined in clause 2.3 above.

“Intellectual Property”

Includes all patents, copyright, moral rights, registered designs, registered and unregistered trademarks, trade secrets, knowhow and confidential information.

“Representative”

means the people set out on page 1 or their replacements

“Services” and “Services Schedule”

are defined in paragraphs A and B of these Standard Terms.



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