



Supplementary Terms for the supply of Subscription Services

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

1. SUPPLEMENTARY DEFINITIONS

- 1.1 'Domain Name' means a unique name that identifies a website or other services that communicate via the Public Internet.
- 1.2 'End User' means a user of the Subscription Services.
- 1.3 'Hosted Services' means a subset of the Subscription Services which are hosted directly on the Vendor's hosting platform.
- 1.4 'Incident Report' means the Client's report of an Incident to Ingenious.
- 1.5 'Microsoft' means Microsoft Corporation, a vendor of subscription-based services.
- 1.6 'Network' means the Vendor's network infrastructure which is used to deliver the Subscription Services.
- 1.7 'Registrar' means an organisation which manages the assignation and reservation of Domain Names.
- 1.8 'Service Desk' means Ingenious's team of dedicated support technicians.
- 1.9 'Subscription' means a subscription to a single licence to use the Subscription Services.
- 1.10 'Subscription Services' means services and / or Software that is provided on a subscription basis.
- 1.11 'Third-Party Vendor' means a vendor (other than Microsoft) of subscription-based services.
- 1.12 'Vendor' means Microsoft and / or Third-Party Vendor and / or a Registrar.

2. TERM

- 2.1 This Agreement will come into effect on acceptance of the Client's Order by Ingenious and shall run until the RFS Date (the 'Run-Up Period') and following the RFS Date for the Minimum Term as set out on the Order.
- 2.2 This Agreement shall continue to run after the expiry of the Minimum Term (or subsequent Additional Term) for an Additional Term. The duration of the Additional Term shall be one year unless otherwise set out on the Order. In the event that:
 - 2.2.1 The Client serves notice to terminate this Agreement in accordance with clause 9, this Agreement shall terminate at the end of the Minimum Term or any Additional Term; or
 - 2.2.2 The Client notifies Ingenious of acceptance of changes, the Agreement shall continue in force for the duration of an Additional Term; or
 - 2.2.3 The Client fails to notify Ingenious of acceptance of changes and fails to serve notice to terminate, such failures to notify Ingenious shall imply that the changes have been accepted and the Agreement shall continue in force for the duration of an Additional Term.

3. SUBSCRIPTION TO AND PROVISION OF SERVICES

- 3.1 The Subscription Services comprise the following Service Components:
 - 3.1.1 Microsoft 365 desktop / server applications;
 - 3.1.2 Third-Party Vendor desktop / server applications (collectively, the 'Subscription Software'); and
 - 3.1.3 Microsoft 365 online applications;
 - 3.1.4 Microsoft 365 online services;
 - 3.1.5 Microsoft Azure;
 - 3.1.6 Third-Party Vendor online vendor applications;
 - 3.1.7 Third-Party Vendor online services (collectively the Hosted Services); and

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

4. ACCEPTABLE USE

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

any other attempts to compromise the security of other users of the Network or any other third-party system;

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

4.2.14 Immediately notify Ingenious of such contravention.

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

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

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

4.4.2 Immediately notify Ingenious of such contravention.

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

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

4.7 Subject to the provisions of sub-clause 10.13 of the General Terms and Conditions, the Client shall indemnify Ingenious against all costs, damages, expenses or other liabilities arising from any third-party claim which arises from the Client's breach of this clause 4.

5. THE CLIENT'S OBLIGATIONS

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

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

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

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

5.3.2 Change passwords as appropriate when employees leave;

5.3.3 Use strong passwords;

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

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

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

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

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

5.7 Promptly report to Ingenious any Incident that arises in the Hosted Services.

5.8 Shall not remove any Identity and Access Management Roles that have been configured by Ingenious and acknowledge that if the provisions of this sub-clause are breached, the Charges for the relevant services will be increased by the Vendor.

6. INGENIOUS'S OBLIGATIONS

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

- 6.1 Register and maintain the Client's subscription to the Subscription Services set out in this Agreement, subject to any service limitations set out in the Order and Service Schedule.
- 6.2 Provide a Service Desk which shall respond to and make reasonable endeavours to repair any availability-related Incidents that arise within the Hosted Services.

7. Clause Intentionally Unused

8. GENERAL

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

9. TERMINATION

- 9.1 In addition to the provisions of clause 11 of the General Terms and Conditions, this Agreement may also be terminated:
 - 9.1.1 By either party giving the other not less than thirty days' notice in writing to terminate on the last day of the Minimum Term or Additional Term thereafter;
 - 9.1.2 Immediately by Ingenious in the event that it is so instructed by government or a regulatory body;
 - 9.1.3 By Ingenious if it can no longer provide the Subscription Services;
 - 9.1.4 By the Client by reason of Ingenious's un-remedied or repeated material breach of the terms of this Agreement;
 - 9.1.5 By the Client if Ingenious or its supplier makes changes to the Subscription Services which materially adversely affect the Client (which for the avoidance of doubt, does not include changes to Charges);

10. CHARGES AND PAYMENT

- 10.1 Ingenious shall raise invoices according to:
 - 10.1.1 The schedule set out on the Order;
 - 10.1.2 Usage data collected by or on behalf Ingenious for Services that are described on the Order or any subsequent Change Request as being "consumption-based";
 - 10.1.3 Any changes to the configuration of the Subscription Services made directly by the Client which results in changed / increased Charges.
- 10.2 The Client acknowledges that the price of additional Subscriptions may differ from any previous Subscriptions purchased or quoted by Ingenious.
- 10.3 Any Subscription that is added after the initial Order will co-terminate with the initial Order.
- 10.4 Unless the service description on the Order indicates that the Subscription is a monthly Subscription, the Client shall not be entitled to reduce the number of Subscriptions or downgrade the Subscription type at any time during the term of this Agreement except at the end of the Minimum Term or any Additional Term thereafter.
- 10.5 The Client agrees that it shall be liable for Early Termination Charges, which shall be paid by way of liquidated damages:
 - 10.5.1 If the Client terminates this Agreement for convenience prior to the end of the Minimum Term or any Additional Term; or
 - 10.5.2 If Ingenious terminates this Agreement by reason of the Client's un-remedied or repeated breach of this Agreement prior to the end of the Minimum Term or an Additional Term; then
 - 10.5.3 The Early Termination Charge shall comprise:
 - a) If the Client has made a single payment at the commencement of the current term, no refund shall be payable by Ingenious; or

- b) If the Client is invoiced periodically as set out on the Order, the Charges from the date of termination to the end of the current term.

10.6 The Client shall not be liable for Early Termination Charges if this Agreement is terminated by:

- 10.6.1 The Client at the end of the Minimum Term or end of any Additional Term PROVIDED THAT the Client properly serves written notice to terminate, in accordance with clause 9;
- 10.6.2 A right of termination arises under the provisions of sub-clauses 9.1.2 to 9.1.5.

11. LIMITATIONS AND EXCLUSIONS

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

- 11.1.1 Connection of the Client's site to the Public Internet;
- 11.1.2 The installation of Software at the Client's site;
- 11.1.3 Web-site hosting.

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

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

12. DOMAIN NAME REGISTRATION SERVICES

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

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

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

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

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

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

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

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

12.6.1 That Ingenious shall charge a transfer fee, at its prevailing rate, for processing the transfer of any Domain Name from the Client or from a third party;

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

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

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

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

12.8 The Client agrees:

12.8.1 That registration and use of the Domain Name is subject to the Registrar's standard terms and conditions as revised from time to time;

12.8.2 It will be legally bound by the Registrar's terms and conditions.

- 12.8.3 It is the Client's sole responsibility to obtain a copy of such terms and conditions and to comply therewith;
- 12.8.4 On receipt of a request from the Client, Ingenious shall, without unreasonable delay, notify the Client in writing of the name and contact details of the relevant Registrar;
- 12.8.5 That any disputes that arise out of the use of the Domain Name shall be referred by the Client to:
- a) For .co.uk domains, to Nominet UK;
 - b) For all other domains, to ICANN; and
- The Client shall promptly advise Ingenious of such dispute.
- 12.8.6 Registration and use of SSL Certificates is subject to the Vendor's standard terms and conditions as revised from time to time.
- 12.8.7 The Client acknowledges that it will be legally bound by the Vendor's terms and conditions.
- 12.8.8 It is the Client's sole responsibility to obtain a copy of such terms and conditions and to comply therewith;
- 12.8.9 On receipt of a request from the Client, Ingenious shall, without unreasonable delay, notify the Client in writing of the name and contact details of the relevant Vendor.
- 12.9 Ingenious does not warrant that the proposed Domain Name is capable of being registered or that it will be registered. The Client should not assume registration of the Domain Name until it has been notified in writing that the Domain Name has been registered. Ingenious shall not be liable for any action taken by the Client (including marketing or publicity and the costs thereof) before such notification.
- 12.10 The Client will have no claim against Ingenious if the Registrar refuses to register the Domain Name or suspends or cancels it for any reason.
- 12.11 Ingenious is not responsible and will not be liable for the Client's use of the Domain Name. The Client is solely responsible for resolving disputes with any third party in relation to its use of the Domain Name. Where there is such a dispute Ingenious may without notice or liability withhold and/or suspend the Domain Name.
- 12.12 Ingenious does not warrant that the Domain Name is or will continue to be available for the Client's use after termination of this Agreement or that no other domain name is or will be registered which conflicts with or affects the use of the Domain Name.
- 12.13 The Client may not transfer the Domain Name to any third party without prior written notice. On receipt of such notice, Ingenious will process the transfer PROVIDED THAT the Client has paid and Ingenious has received all Charges owed to Ingenious in relation to this Agreement.
- 12.14 Subject to the terms of this Agreement Ingenious shall be responsible for ensuring that the successfully registered Domain Name is hosted and remains registered for the duration of this Agreement.

Service Schedule

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

1. Microsoft 365 and Azure

Ingenious procures subscriptions to a number of Microsoft 365 and Azure packages, as set out on the Order.

2. Third-Party Vendor

Ingenious procures Subscriptions to a range of third-party desktop applications, on-line applications and on-line services. Subscription details including number of End User Subscriptions are set out on the Order.

3. Extended Warranty and Warranty Uplift

Ingenious procures hardware manufacturer's extended warranties and warranty uplifts on behalf of the Client. The warranty services will be provided directly to the Client by the manufacturer or appointed subcontractor (which may be Ingenious). The details of the warranties, including Equipment covered, will be set out on the Order.

4. Software Assurance

Ingenious procures software assurance services from software manufacturers or other vendors on behalf of the Client. Software assurance typically provides for the supply of patches, maintenance releases and functional upgrades. The details of the software assurance, including Software covered, will be set out on the Order.

5. Domain Name Registration and SSL Certificates

Ingenious will provide, as set out on the Order:

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

6. Service Desk

6.1 Ingenious's Service Desk will provide the following:

- Management of the prompt resolution of availability Incidents arising within the Hosted Services which are raised by the Client
- Escalation management if required in the event of protracted Incident resolution

6.2 The Client shall raise Incident Reports by one of the following methods:

- Via Ingenious's web support app
- Via Email: support@ingenious.co.uk
- By Telephone to Ingenious's Service Desk: 020 3745 6630

6.3 The Service Desk is available from 9am to 5.30pm Monday to Friday, excluding bank and public holidays.

6.4 Ingenious shall aim to make an initial response to the Client's request for assistance as set out in paragraph 7 and shall use reasonable endeavours to resolve the Incident.

6.5 Ingenious's Service Desk does not provide:

- Onsite Support
- "How to" assistance
- Any excluded services listed in sub-clause 11.1

7. Service Level Agreement

7.1 Ingenious shall aim to make an initial response to the Client’s request for assistance within the following timeframes:

Priority	Example	Response Guarantee	Response Target
Critical	Outage of the Hosted Services affecting all End Users	2 Working Hours	Immediate
High	Department or End User unable to use the Hosted Services	4 Working Hours	Immediate
Medium	Performance issues, for example slow response	8 Working Hours	4 Working Hours
Low	New End User setup / maintenance	16 Working Hours	8 Working Hours

7.2 Failure by Ingenious to achieve the targets set out in this paragraph 2 shall not be deemed to be a breach of this Agreement.

8. Escalation Handling

If any Incident remains unresolved, the Client should escalate using the following escalation path. If the Incident remains unresolved, the Client should escalate to the next level in the escalation path.

Escalation Level	Role	Contact Details
1	Service Delivery Manager	020 3745 6632
2	Managing Director	020 3745 6631