Terms and Conditions for provision of Internet and Hosted Services

1. Definitions

1.1. In the Contract, the following words and expressions have the following meaning:

AUP means the Acceptable Use Policy for services provided by OIS as published and amended from time to time on the OIS website at www.oakfordis.com.

Availability Target means the amount of time OIS guarantees that a service it provides will be available for use by the Customer.

Business Day means a day other than a Saturday, Sunday or public holiday in England.

Charges means the charges for the Services as specified in the Order Form and as may be varied from time to time in accordance with clause 8.

Confidential Information means any commercial, technical or financial information, including but not limited to reports, plans, documents, pricing information, writings, sample tools, models, materials, ideas, concepts, techniques, designs and know-how that are marked confidential or a reasonable person in the circumstances would suspect as being confidential.

Contract means the contract between OIS and the Customer for supply of the Service(s) in accordance with these Terms.

Customer means the person, firm, company or other legal entity specified in the Order Form that purchases the Service(s) from OIS.

Data at Rest means inactive data that is stored in any digital form.

Data in Transit means both information that flows over the public or untrusted networks such as the internet and data which flows in the confines of a private network such as a corporate or enterprise Local Area Network (LAN).

Data in Motion means a stream of data moving through any kind of network.

Data Loss Event means any event that results, or may result, in unauthorised access to Personal Data held by OIS under the Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of the Contract, including any Personal Data Breach.

Data Protection Legislation: means all applicable data protection and privacy legislation in force from time to time in the UK including: (i) the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (**UK GDPR**); (ii) the Data Protection Act 2018 (and regulations made thereunder); and (iii) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

DIA: means direct internet access.

Domain Name means a unique Internet name the Customer selects for use with the Service.

Encryption means the process of encoding a message or information in such a way that only authorised parties can access it and those who are not authorised cannot.

Force Majeure means any cause affecting the performance of either party's obligations arising from acts, events, omissions or happenings beyond its reasonable control.

Internet means the worldwide TCP/IP (Transmission Control Protocol / Internet Protocol) network formed by an interconnection of the private and public networks of companies, organisations and institutions, one such network being OIS Network.

Maintenance means any work carried out by OIS in order to upgrade, repair or maintain the Service (including a telecommunications link, any hardware or software) including, but not limited to, any modification, change, addition or replacement which does not materially detract from, reduce or impair the overall quality or performance of the Service.

Minimum Term means the period of one year (or such other period specified on the Order Form), running from the Service Commencement Date.

Oakford Group means OIS and any undertaking which is, on or after the date of this Contract from time to time, a subsidiary undertaking of OIS, a partner undertaking of OIS or a parent undertaking of OIS.

OIS means Oakford Internet Services Limited, a private limited company registered in England and Wales with registered company number 08394612, whose registered office is at The Manor House, Potterne, Wiltshire, SN10 5PN.

OIS Equipment means any equipment which is supplied by or on behalf of OIS to the Customer in respect of the Service, including (where applicable) the Server.

OIS Network means the telecommunication network service controlled by OIS.

OIS Premises means any premises operated by OIS.

Order Form means the order form issued by OIS which sets out the Service(s) ordered by the Customer.

PII means personally identifiable information**.**

Ping or **Pings** means "packet internet or inter-network groper" being a basic internet program that sends a packet of data to a designated Internet Protocol (IP) address and waits for a response, which will verify the availability of the connection to that address.

Preventative Maintenance means work carried out on equipment in order to avoid its breakdown or malfunction.

Server means the server or servers as specified on the Order Form.

Service Commencement Date means the date specified as such in the Order Form.

Service or Services means the service(s) provided by OIS under the Contract, as set out in the Order Form (and as further described at clause 2.5 below).

SLA means Service Level Agreement.

Software means any software provided by OIS to be used by the Customer in relation to the Service(s).

Telecommunications Carrier means any supplier of telecommunications services to OIS for the Service, such as British Telecommunications plc (BT).

Terms means these terms and conditions.

1.2. Interpretation:

1.2.1. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.2.2. A reference to legislation or a legislative provision is a reference to it as amended or re-enacted and includes all subordinate legislation made under that legislation or legislative provision.

1.2.3. Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

1.2.4. A reference to **writing** or **written** includes email.

2. Basis of the Contract

2.1. The Contract shall take effect and become legally binding on the parties only when the Customer signs the Order Form. The Contract consists of these Terms (as may be updated in accordance with clause 19), the signed Order Form and the AUP.

2.2. These Terms apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.3. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of OIS which is not set out in the Contract.

2.4. Any samples, drawings, descriptive matter, or advertising produced by OIS and any descriptions of the Services contained on OIS's website, or in catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

2.5. OIS reserves the right to modify the AUP at any time. Such changes will become effective when posted on the OIS website at www.OakfordIS.com. The Customer's primary contact under the Contract will be emailed with a link to the updated AUP and it is the Customer's responsibility to ensure their awareness of any such changes.

3. The Service(s)

3.1. OIS agrees to provide each Service listed on the Order Form to the Customer:

3.1.1. with reasonable skill and care;

3.1.2. in accordance with the technical specification for that Service in all material respects; and

3.1.3. for the period specified on the Order Form.

3.2. The Customer acknowledges that it is technically impractical to provide the Service(s) free of faults or uninterrupted and that OIS does not give an undertaking to do so. In the event of a fault in the Service the Customer must promptly report that fault to OIS via telephone, email or the helpdesk provided by OIS. The contact details for the Service Desk are contained within your Welcome Pack.

3.3. OIS reserves the right to vary the technical specification of a Service where necessary to comply with any applicable law or regulatory requirements or for operational reasons and without materially diminishing the quality or speed of that Service, provided that it gives reasonable prior notice to the Customer of such variation.

3.4. OIS shall be responsible for the implementation of any testing procedures in respect of a Service and where applicable each party shall bear its own costs relating to the same.

3.5. OIS may suspend or limit the provision of a Service (or any part of a Service) if OIS reasonably suspects that the Customer is in breach of any terms of the Contract.

3.6. Where use of the Service(s) by the Customer or any other person is not in accordance with the terms of the Contract the parties agree that OIS shall not be liable for any costs or claims whatsoever relating to or arising from such misuse of the Service(s).

3.7. **Filtering Service**

3.7.1. Where this Service is to be provided, OIS agrees to provide an Enterprise quality Internet filtering facility to the Customer.

3.7.2. The Customer acknowledges that it controls the policies applied to the filtering and that no Internet filtering services is ever 100% effective.

3.7.3. OIS accepts no responsibility in respect of any failure of the filtering system to filter any particular website or service. Should such a failure occur the Customer will ensure corrections are made by use of the Service's interface.

3.7.4. The Customer acknowledges that this Service can be bypassed using Proxy Bypass sites and other methods. The Customer will ensure that its internal acceptable use policy specifically bans the use of these sites and methods.

3.8. **Web Hosting Service**

3.8.1. Where this Service is to be provided, OIS agrees to provide the webspace on a server hosted at OIS Premises and to publish the webspace on the Internet.

3.8.2. The Customer agrees to undertake all maintenance and updates of its webspace, including keeping up to date with all security updates.

3.9. **Domain Name Service**

3.9.1. Where this Service is to be provided, OIS will register with the relevant naming authority the domain name(s) chosen by the Customer for use with the Service, subject to the Customer acknowledging that OIS cannot guarantee that any domain name the Customer requests will be available or approved for use.

3.9.2. The Customer warrants that it is the owner of, or that it has been and is duly authorised by the owner to use, any trademark or name requested or allocated as the Customer's domain name.

3.9.3. OIS does not represent, warrant or guarantee that any domain name applied for by the Customer or on the Customer's behalf will be registered in the Customer's name or is capable of being registered by the Customer, or that the use of such domain name by the Customer will not infringe any third party rights. Accordingly, the Customer shall be solely responsible for any action it takes in respect of the Customer's requested domain name(s) until the Customer has been notified that the Customer's requested domain name has been duly registered and OIS will not be liable for any such action taken by the Customer either before or after the domain has been registered.

3.9.4. The registration of the domain name and its ongoing use by the Customer are subject to the relevant naming authority's terms and conditions of use and the Customer undertakes that it will comply with such terms and conditions. The Customer hereby irrevocably waives any claims the Customer may have against OIS in respect of any decision of a naming authority to refuse to register a domain name.

3.9.5. OIS accepts no responsibility in respect of the use of a domain name by the Customer and any dispute between the Customer and any other individual or organisation regarding a domain name must be resolved between the parties concerned.

3.9.6. OIS retains the right to withhold any domain name tag change until the Customer pays all Charges due under the Contract.

3.9.7. The Customer understands and accepts that .UK domain names are registered in accordance with Nominet terms and conditions of domain name registration (http://www.nominet.uk/wp-content/uploads/2015/10/Terms_and_Conditions_of_Domain_Name_Registration_1_Sept_2015.pdf).

3.9.8. Upon termination or expiry of the Contract OIS will transfer any domain names hosted on behalf of the Customer from OIS to a UK registrar of the Customer's choice, free of charge.

3.10. **Offsite Backup and Disaster Recovery Service**

3.10.1. Where this Service is to be provided, the Offsite Backup and Disaster Recovery Service is subject to the Oakford Backup Terms and Conditions available from www.oakfordbackup.com or upon request.

3.11. **Connectivity**

3.11.1. Where this Service is to be provided, the Customer agrees to use the connectivity in conformance with the AUP and to indemnify OIS against any breach of the AUP.

3.11.2. Under this Service, OIS provides a firewall which helps to protect the Customer's network. However, that should not be assumed to be the only protection required and the Customer acknowledges that it is responsible for protecting its network from viruses, denial of service attacks, unauthorised access and for updating software as

required. The Customer agrees that OIS is not responsible or liable for unauthorised access to the Customer's network, howsoever caused.

3.11.3. The Customer can request firewall or routing changes. OIS will technically evaluate the request and will refuse changes that reduce OIS or other Customer security or availability of the Service.

3.11.4. Where the connectivity solution is DIA, the Customer is responsible for providing a firewall.

3.12. **Private and Public Cloud Platform/s (CloudSchool, OIScloud, Flex, OISBiz)**

3.12.1. Where this Service is to be provided, OIS will provide an environment upon which the Customer can host its servers or applications. The platform and internal features available are subject to the Customer's requirements.

3.12.2. Unless otherwise agreed between the parties, the Customer is responsible for implementing Encryption of Data at Rest, Data in Transit and Data in Motion under this Service.

3.12.3. The Customer agrees to use its Private Cloud Platform in conformance with the AUP.

3.12.4. Unless otherwise agreed on the Order Form the Customer is responsible for the backup of its data within the Private Cloud Platform.

3.12.5. OIS will use all reasonable measures to protect the Private Cloud and Public Cloud Platform/s. The Customer acknowledges that it is responsible for protecting its instances on the platform using whatever security controls it deems necessary.

3.13. **VoIP**

3.13.1. Where this Service is to be provided then, unless otherwise agreed between the parties, the Customer is responsible for implementing Encryption of Data at Rest, Data in Transit and Data in Motion under this Service.

3.13.2. The Customer agrees to use its cloud VOIP in conformance with the AUP.

3.14. **Cloud Storage (OISdrive, OISspaces)**

3.14.1. Where this Service is to be provided, OIS will provide an environment upon which the Customer can store and access its data. The platform and internal features available are subject to the Customer's requirements.

3.14.2. Unless otherwise agreed between the parties, the Customer is responsible for implementing Encryption of Data at Rest, Data in Transit and Data in Motion under this Service.

3.14.3. The Customer agrees to use the storage platform in conformance with the AUP.

3.14.4. Unless otherwise agreed on the Order Form the Customer is responsible for the backup of its data within the storage platform.

4. Software

4.1. The Customer hereby acknowledges that the title to any Software is and shall remain with OIS or OIS's third party licensors.

4.2. The Customer agrees to comply with the terms of any end user license agreement and any other agreements reasonably required by the owners of any intellectual property rights in any Software supplied to the Customer or its end users for the protection of the Software and the owner's rights therein. Further, the Customer hereby undertakes to use its best efforts to protect and keep confidential all Software provided by OIS and used by it, and shall make no attempt to examine, copy, alter, reverse engineer, dissemble or tamper with such Software.

4.3. The Customer shall indemnify OIS in respect of any and all claims from third parties relating to infringement of third party licenses or terms and conditions applicable to the use of any Software by the Customer.

4.4. It shall be the responsibility of the Customer, and not OIS, to obtain and install onto the Server any updates or patches provided by third party licensors to any Software.

5. OIS Equipment

5.1. OIS Equipment, which includes any routers, firewalls and servers, shall be and remains the property of OIS at all times and the Contract does not transfer to the Customer any property rights in relation to OIS Equipment.

5.2. Where it is necessary for OIS to maintain OIS Equipment for a Service the Customer will provide OIS with such access as is reasonably required and any information reasonably necessary for the maintenance of that Service, including the provision of passwords where required.

5.3. The Customer will inform OIS of any scheduled loss of power to the OIS Equipment. The Customer acknowledges that the OIS Equipment is monitored 24x7 and that the Customer may be called if the OIS Equipment is not switched on or accessible to the OIS monitoring system.

5.4. It is the Customer's responsibility to maintain constant and uninterrupted provision of electricity to OIS Equipment. All cost for the repair of damage to the OIS Equipment caused by insufficient or excessive voltage as well as overheating will be passed on to the Customer.

5.5. The Customer shall procure and maintain for the duration of the Contract suitable insurance in respect of all relevant risks relating to the OIS Equipment.

6. Security and Access Codes

6.1. The Customer will be allocated a user name and password (collectively referred to as the **Access Codes**). Once the Access Codes are provided to the Customer, the Customer is responsible for the use, assignment and conservation of the Access Codes. The Customer shall assume the risks of their disclosure or inappropriate use. Consequently the Customer should take all necessary measures to protect them and keep them confidential.

6.2. In the case of loss, theft or inappropriate use of the Access Codes, the Customer shall inform OIS without delay.

6.3. The Customer shall indemnify OIS against any claim from a third person arising from any loss or damage due to the loss, theft or inappropriate use of the Access Codes.

7. Customer obligations

7.1. The Customer shall:

7.1.1. co-operate with OIS in all matters relating to the Services;

7.1.2. at all times remain responsible for their use of the Service(s);

7.1.3. follow any reasonable instructions and procedures of OIS with regard to the use of a Service in force from time to time;

7.1.4. provide OIS, its employees, consultants, subcontractors or agents, with access to the Customer's premises and such other facilities as may be reasonably required by OIS to provide the Service(s);

7.1.5. provide OIS with such information and materials as OIS may reasonably require to provide the Service(s), and ensure that such information is complete and accurate in all material respects; and

7.1.6. comply with all applicable laws when carrying out their obligations under the Contract.

7.2. The Customer shall not (whether or not for profit) re-sell or permit the resale directly or indirectly of the Services (or any part of them) to any third party, or allow any third party to connect to the Services or otherwise receive or make use of the Services directly or indirectly.

7.3. The Customer acknowledges that OIS is unable to exercise control over the information stored on the Internet or transmitted via the Service(s) and that OIS does not examine the use to which the Customer puts the Service(s) (except in accordance with the AUP) or the nature of the information and/or software the Customer is sending, receiving or storing. Consequently, the Customer is liable for the content of its website(s) held on the OIS Servers and for any other information or data of any nature or software that are stored on the Server or transmitted via the Service.

7.4. The Customer undertakes to use the Service(s) for lawful purposes only in compliance with all applicable laws in force from time to time and not to use the Service(s):

7.4.1. for the publication, communication or transmission of any materials or data which are in violation of any applicable law or which are defamatory, offensive, abusive, indecent, discriminatory or obscene or in breach of confidence, privacy, trade secrets, any third party intellectual property rights (including copyright) or any other rights;

7.4.2. in a manner which constitutes a violation or infringement of the rights of any person or a violation or infringement of any statutory duty or obligation in contract, tort or otherwise to any third person;

7.4.3. in breach of instructions that OIS have provided to the Customer in respect of the use of the Service(s); or

7.4.4. other than in conformance with the AUP and any Internet Protocols, as published from time to time.

7.5. The Customer acknowledges that the Service(s) are specifically designed for use in the education sector and undertakes to not to use the Service(s) for any business use.

8. Charges

8.1. In consideration of OIS providing the Service(s) to the Customer, the Customer shall pay to OIS the Charges set out in the Order Form.

8.2. The Charges for the Service(s) shall be payable by the Customer annually in advance. Invoices will be sent to the Customer 30 days prior to the first day of the next 12-month period. OIS reserves the right to require a payment of a deposit from the Customer prior to the commencement of the Services and will notify the Customer in advance where this requirement applies.

8.3. The Customer shall pay each invoice validly issued by OIS under the Contract within 14 days of the date of that invoice.

8.4. All Charges and expenses are stated exclusive of Value Added Tax (VAT) and any other taxation that may be applicable. The Customer shall, on receipt of a valid VAT invoice from OIS, pay to OIS such additional amounts in respect of VAT and any additional taxes as set out on an invoice.

8.5. Where the Customer disputes any amount due under an invoice, the Customer shall notify OIS of this dispute within 7 days of receiving the invoice. The undisputed sum shall be payable in accordance with clause 8.3 above and the parties agree to act in good faith and use reasonable endeavours to resolve the disputed sum within 14 days of notification of the dispute by the Customer to OIS. OIS reserves the right to suspend the Service(s) if the dispute is not resolved within the 14 day time period.

8.6. If the Customer fails to make any payment due to OIS under the Contract by the due date for payment then, without limiting any other right or remedy of OIS, the Customer shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

8.7. The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). OIS may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by OIS to the Customer.

9. Indemnity and limitation of liability

9.1. The Customer shall indemnify OIS against all claims, proceedings, liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by OIS as a result of or in connection with:

9.1.1. any claim brought against OIS for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the receipt, use or supply of the Services, to the extent that the claim is attributable to the acts or omissions of the Customer, its employees, agents or subcontractors; and

9.1.2. the breach, negligent performance or failure or delay in performance of the Contract by the Customer, its employees, agents or subcontractors

9.2. Nothing in the Contract shall exclude or limit either party's liability for:

9.2.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

9.2.2. fraud or fraudulent misrepresentation;

9.2.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or

9.2.4. any liability that legally cannot be limited or excluded.

9.3. Subject to clause 9.2, OIS's aggregate liability to the Customer for any physical damage to the Customer's tangible property to the extent that it results from the proven negligence of OIS, its employees, agents or sub-contractors shall not exceed £50,000.

9.4. Subject to clauses 9.2 and 9.3:

9.4.1. OIS shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:

9.4.1.1. the transmission or receipt of infringing information of whatever nature via the Service(s);

9.4.1.2. loss of and/or damage to data or files stored, transmitted or used on the Service(s) or OIS network, including where such loss or damage results from failure or inability to retrieve data, whether as a result of disaster recovery and/or emergency back-up procedures or otherwise;

9.4.1.3. loss or damage suffered by the Customer as a result of any virus or other hostile computer program being introduced, denial of service, spamming or hacking as a result of use of the Service(s);

9.4.1.4. any loss of profits, revenues, business, anticipated savings or wasted expenditure; or

9.4.1.5. any indirect, incidental, special or consequential loss or damage arising under or in connection with the Contract; and

9.4.2. the total liability of OIS under this Contract shall not exceed whichever is the lesser of (i) £50,000 or (ii) the total value of the Charges paid and payable by the Customer under the Contract in the period of 12 months prior to the date on which the relevant claim first arose.

9.5. OIS shall not be liable for errors in the Service(s) arising from abnormal operation of any software or the Internet or any failure with a telecommunications carrier.

9.6. Except as expressly set out in the Contract, all conditions or warranties express or implied by statute, common law or otherwise (including but not limited to terms as to satisfactory quality and fitness for purpose) are hereby expressly excluded to the fullest extent permitted by law.

9.7. The Customer acknowledges and agrees that the allocation of risk in this clause 9 is fair and reasonable having regard to the Charges payable by the Customer under this Contract. In entering into this Contract the Customer acknowledges and confirms that it has had reasonable opportunity to take advice from its own legal advisers as to the existence and extent of the limitations of liability contained in the Contract and the Customer has had the opportunity to discuss these terms with OIS and amend them where possible.

10. Suspension of Service

10.1. Without prejudice to its other rights or remedies, OIS reserves the right to suspend the Services for the following reasons:

10.1.1. to carry out any Maintenance;

10.1.2. where the Customer fails to pay any Charges when due in accordance with clause 8;

10.1.3. where the Customer makes improper use of the Service(s) in breach of its obligations under this Contract;

10.1.4. where the Customer does or suffers anything to be done which jeopardizes the Service(s) or any network to which it is from time to time connected;

10.1.5. to make any modification, change, addition to, or replacement of, OIS Equipment or any part of OIS Network or any software or the Service(s) where this is required to conform with any applicable safety or any other statutory or legal requirements;

10.1.6. where OIS is obliged to comply with an order, instruction or request of Government, Court, law enforcement agency or other competent administrative authority;

10.1.7. where OIS has reason to terminate the Contract under clause 11; or

10.1.8. where the Customer's network or equipment is being used or is suspected of being used by a third party for spamming, hacking, denial of service, illegal activity or any other action that is or may be detrimental to the Service or OIS Network.

10.2. Where suspension of the Services is necessary for the purposes of Maintenance, OIS will use reasonable endeavours to perform such work between the hours of 18.00 and 08.00 and shall restore the Service as soon as reasonably practical in the circumstances.

11. Termination

11.1. The Contract shall remain in force from the date it is signed by the Customer until expiry of the Minimum Term and thereafter will be automatically renewed for further periods of 1 year unless otherwise terminated following the Minimum Term by either party giving to the other not less than 6 months' notice in writing prior to such termination.

11.2. OIS may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer:

11.2.1. fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 7 days after being notified in writing to make such payment; or

11.2.2. if control or ownership of the Customer changes, unless OIS gives its written agreement to reassignment.

11.3. Either party may terminate the Contract with immediate effect by giving written notice to the other party if the other party:

11.3.1. commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within 30 days after being notified in writing to do so;

11.3.2. repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;

11.3.3. takes or has taken against it (other than in relation to a solvent restructuring) any step or action towards its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), being struck off the register of companies or having a receiver appointed to any of its assets; or

11.3.4. suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

11.4. OIS reserves the right to terminate this Contract with immediate effect and without further obligation or liability to the Customer as required by any law enforcement or other government organisation or authority or by the Courts.

12. Consequence of Termination

12.1. Upon termination of the Contract:

12.1.1. the provision of the Service(s) shall cease immediately; and

12.1.2. the Customer shall immediately pay to OIS all of OIS's outstanding unpaid invoices and interest and, in respect of any Service(s) supplied but for which no invoice has been submitted, OIS shall submit an invoice, which shall be payable by the Customer in accordance with clause 8.

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

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

13. Notices

Any notice required under the Contract or required by statute, law or regulation shall be delivered in person, sent by registered mail, properly posted and fully pre-paid in an envelope, to the respective party at its registered office (where a company) or otherwise at the address set out in the Order Form.

14. Confidentiality

14.1. Each party undertakes that it shall hold in confidence and shall not at any time disclose to any person any Confidential Information received from the other party, except as permitted by clause 14.2.

14.2. Each party may disclose the other party's Confidential Information:

14.2.1. to its employees, officers, representatives, contractors or subcontracts or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's Confidential Information comply with this clause 14; and

14.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

14.3. Neither party shall use the other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

14.4. The provisions of this clause 14 shall not apply to any information which:

14.4.1. is or becomes public knowledge other than by a breach of this clause;

14.4.2. is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party; or

14.4.3. is recovered from a third party who lawfully acquired or developed it and who is under no obligation restricting its disclosure.

15. Data Protection

15.1. For the purposes of this clause 15, the terms **controller, data subject, personal data, personal data breach, processor** and **processing**, shall have the meaning given to them in the Data Protection Legislation.

15.2. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 15 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

15.3. The parties have determined that, for the purposes of the Data Protection Legislation, in so far as the processing of personal data under the Contract is concerned, the Customer is the controller and OIS is the processor of Customer personal data.

15.4. Without prejudice to clause 15.2, the Customer shall ensure that it has all necessary consents and notices in place to enable lawful transfer of the personal data to OIS for the duration and purposes of the Contract.

15.5. Without prejudice to clause 15.2, OIS shall, in relation to any personal data processed in connection with the performance by OIS of its obligations under this Contract:

15.5.1. process that Customer personal data only on the documented written instructions of the Customer provided to OIS from time to time;

15.5.2. ensure that it has in place appropriate technical or organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss, damage to or destruction of, the personal data which are appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;

15.5.3. ensure, and procure that all OIS personnel who have access to and/or process personal data are obliged to keep the personal data confidential;

15.5.4. not transfer personal data outside the UK or the EEA unless the following conditions are fulfilled:

15.5.4.1. appropriate safeguards are in place in relation to the transfer;

15.5.4.2. the data subject has enforceable rights and effective legal remedies;

15.5.4.3. OIS complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and

15.5.4.4. OIS secures written consent from the Customer and complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data;

15.5.5. assist the Customer, at the Customer's cost, in responding to any data subject access request and in ensuring the Customer's compliance its obligations under the Data Protection Legislation with respect to security, breach notifications, privacy impact assessments and consultations with supervisory authorities or other regulators;

15.5.6. notify the Customer without undue delay on becoming aware of a personal data breach;

15.5.7. at the written direction of the Customer, delete or return to the Customer all Customer personal data on termination or expiry of the Contract, unless OIS is required by Applicable Law to continue to store that Customer personal data (and for these purposes the term "delete" shall mean to put such data beyond use); and

15.5.8. maintain adequate records, and, on the Customer's request, make available such information as the Customer may reasonably request, and allow for and submit its premises and operations to audits, including inspections, by the Customer or the Customer's designated auditor, to demonstrate its compliance with the Data Protection Legislation and this clause 15.

15.6. The Customer acknowledges and consents generally to OIS appointing third party processors of personal data under the Contract. OIS confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement substantially on that third party's standard terms of business and in either case which OIS confirms reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Customer and OIS, OIS shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 15.

16. Force Majeure

16.1. Neither party shall in any circumstances be liable to the other for any loss of any kind whatsoever including but not limited to any damages or abatement of Charges whether directly or indirectly caused to or incurred by the other party by reason of any failure or delay in the performance of its obligations hereunder which is due to Force Majeure.

16.2. If either of the parties shall become aware of circumstances of Force Majeure which give rise to or which is likely to give rise to any such failure or delay on its part shall forthwith notify the other by the most expeditious method then available and shall inform the other of the period which it is estimated that such failure or delay shall continue.

17. Assignment

17.1. The Customer may not assign or delegate their rights or obligations under the Contract without prior written consent of OIS.

17.2. The Service is provided for the Customer's use only and the Customer undertakes not to resell, hire or lease the Service to any third party without the prior written consent of OIS.

18. Scheduled Maintenance

18.1. The Services(s) and all OIS systems are subject to scheduled Maintenance. This is a period of time designated in advanced by the OIS technical staff, during which Preventive Maintenance that could cause a disruption of service may be performed.

18.2. The scheduled Maintenance window reoccurs every day, Monday to Sunday, between the hours of 23:00 – 05:00.

18.3. The Customer acknowledges the existence of the scheduled Maintenance window and indemnifies OIS against any breach of Availability Targets or SLAs published for its Service(s) during this Schedule Maintenance window.

18.4. OIS will publish this scheduled Maintenance window along with any other planned maintenance on their status webpage: http://oisstatus.net/.

19. Revisions and Updates

19.1. These Terms are subject to regular review and updates. Please check https://oakfordis.com for future revisions to these Terms.

20. Entire Agreement

20.1. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

20.2. Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

21. Severance

21.1. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract.

22. Non-waiver

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

23. Governing Law and jurisdiction

23.1. The Contract is governed by and shall be construed in accordance with the laws of England and both parties irrevocably submit to the exclusive jurisdiction of the English Courts.