

- 1 Interpretation
- 1.1 The definitions and rules of interpretation in this clause apply in these conditions.
- I "Agreement" The contractual agreement for the purchase of the Products and Services as set out in the Quotation together with all associated Terms and Conditions.
- II "Agreement Charge" The monetary amount charged for the provision of the Products and Services detailed on the Quotation. The Agreement Charge may be a variable amount calculated on the consumption of Products and Services and charged on a monthly or quarterly basis throughout the term of the Agreement.
- III "Business Day" Any day other than a Saturday, Sunday or public holiday in England and Wales.
- IV "Business Hours" Between 9.00am and 5.00pm on any day other than a Saturday, Sunday or public holiday in England and Wales.
- V "Customer" The person, firm or company specified on the Quotation to whom Datasharp has agreed to provide Products and Services to.
- VI "Customer Site" The addresses for the delivery, instalment or provision of Products.
- VII "Force Majeure" Any circumstance not within a party's reasonable control including, without limitation: lightning strike, flood, or other natural disaster; terrorist attack, civil war, civil commotion or riots, war; any law or any action taken by a government or public authority, including without limitation; collapse of buildings, fire, flood, explosion or accident; computer virus or denial of service attack; any labour or trade dispute, strikes, industrial action or lockouts; non-performance by suppliers or agents; interruption or failure of utility and/or communications services.
- VIII "Intellectual Property Rights" The patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.
- IX "Manufacturer" The original manufacturer of any component of the Products.
- X "Material Breach" A breach (including an anticipatory breach) which is not minimal or trivial in its consequences. In deciding whether any breach is material no regard shall be had as to whether it occurs by some accident, mishap, mistake or misunderstanding.
- XI "Products" The items documented on the Quotation or amended in the future, rented or licenced by the Customer direct from Datasharp or Datasharp as an agent (including without limitation any part or parts of it).
- XII "Datasharp" Means Datasharp UK Limited (Registered company number: 11807741) whose registered office is Woodlands Court, Truro Business Park, Cornwall, TR4 9NH, the employees of Datasharp UK Limited or its agents.
- XIII "Quotation" The final version of the Quotation signed by the Customer via Datasharp's online order portal.
- XIV "Services" The labour services (consultancy, project management, solution design, solution deployment and solution support) documented on the Quotation or amended in the future by the Customer direct from Datasharp or Datasharp as an agent (including without limitation any part or parts of it).
- XV "VAT" Value Added Tax chargeable under English law for the current time and any similar additional tax - subject to governmental change.
- XVI "Year" The annual period ending in the anniversary of the Quotation signed date.
- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a company shall include any company, corporation or other corporate body, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular, the masculine includes the feminine and the neuter.
- 1.6 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision as from time-to-time amended or re-enacted.
- 1.7 A reference to writing or written includes e-mails.
- 1.8 References to conditions and Schedules are to the conditions and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.9 If any provision in this Agreement is found to be contrary to law or unenforceable for any reason that provision shall be deemed deleted and the remainder of this Agreement shall remain in force.
- 1.10 Any director or representative of the Customer will be deemed to be its authorised signatory and therefore guarantee the Customer's acceptance of its obligations under this Agreement.
- 2 General
- 2.1 Any offer set out on the Quotation may be withdrawn or amended by Datasharp at any time by notice to the Customer.
- 2.2 Each Agreement shall be deemed to be an offer by the Customer to be subject to these conditions. The Customer shall ensure that the Quotation is complete and accurate.
- 2.3 By signing the Quotation, the Customer guarantees acceptance of its obligations under the Agreement. No addition to, variation of, exclusion or attempted exclusion of any term of the Agreement shall be binding on Datasharp unless in writing and signed by a Director of Datasharp. Datasharp reserves the right not to accept a Customer's signed Quotation.
- 2.4 In the event of cancellation by the Customer of any Quotation, Datasharp will be entitled to charge a cancellation fee of 100% of the value of the Products if the Products have been ordered from Datasharp's suppliers, in addition to the price of any work carried out by Datasharp up to the date of cancellation. All Products paid for in full by the Customer are the property of the Customer. Any cancellation by the Customer after the Quotation signed date will be deemed a notice to terminate the Agreement as per clause 8.
- 2.5 Datasharp reserves the right to defer the date of delivery, or to terminate the Agreement or reduce the amount of Products ordered, if it is prevented from or delayed in carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including without limitation strikes, lock-outs or other industrial disputes (whether involving the workforce of Datasharp or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or agents ("Force Majeure Event").
- 2.6 Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control.
- 2.7 If termination occurs under clause 2.5, all sums paid to Datasharp by the Customer under this Agreement shall be refunded to the Customer, except that Datasharp shall be entitled to payment for all items under clause 2.4, provided that Datasharp takes all reasonable steps to mitigate the amount due.

- 2.8 If either party is affected by Force Majeure they shall immediately notify the other party in full of the nature and extent of the circumstances.
- 2.9 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 2.10 The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 2.11 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- 2.12 If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 2.13 This Agreement 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.
- 2.14 Each party acknowledges that in entering into this Agreement 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 this Agreement.
- 2.15 Nothing in this clause shall limit or exclude any liability for fraud.
- 2.16 Datasharp or the Customer may at any time assign, transfer, charge, sub-Agreement, or deal in any other manner with all or any of, its rights or obligations under the Agreement.
- 2.17 No one other than a party to this Agreement shall have any right to enforce any of its terms.
- 2.18 Any notice or document given to either party under or in connection with this Agreement is required to be in writing to the party's registered office or its principal place of business.
- 2.19 Datasharp may record any communication with or without the use of a prior notification message.
- 2.20 It is the intention of Datasharp and the Customer to settle amicably by negotiation all disagreements and differences of opinion on matters of performance, procedure and management arising out of this Agreement.
- 2.21 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 2.22 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).
- 2.23 Datasharp reserves the right to vary any Agreement subject to the following conditions:
- I If any variation materially affects the pricing or performance of the Agreement the Customer will have the right to terminate the Agreement on 30 days' written notice within 60 days of the variation published.
  - II Any variations will be published on Datasharp's website at <https://www.datasharp.co.uk/wp-content/uploads/2021/03/IT-General-Terms-of-Trading.pdf>. The Customer accepts the reasonability to monitor and check for variations.
- 2.24 The Customer may always access a copy of the prevailing terms and conditions from the website.
- 2.25 The Customer hereby confirms that the Agreement cannot be modified by its own terms and conditions of business.
- 2.26 The following data protection definitions apply:
- I the terms "data controller", "data processor", "data subject", "Personal Data" and "processing" bear the respective meanings given them in the Data Protection Act 2018 (DPA), and "data protection principles" means the eight data protection principles set out in Schedule 1 to that Act.
  - II data includes Personal Data.
  - III Customer Personal Data and Datasharp Personal Data mean any Personal Data provided by or on behalf of the Customer or Datasharp, respectively.
- 2.27 Datasharp shall be permitted by the Customer to:
- I carry out processing of any Customer Personal Data, when appropriate;
  - II implement appropriate technical and organisational measures to protect any Customer Personal Data against unauthorised or unlawful processing and accidental loss or damage by Datasharp employees,
  - III only transfer Customer Personal Data to countries outside the European Economic Area that ensure an adequate level of protection for the rights of the data subject unless requested by the Customer.
- 2.28 The Customer agrees and acknowledges that Datasharp is permitted to act as a data processor for the Customer's data, rather than as a data controller, in respect of all such data processing activities which Datasharp carries out under the Agreement.
- 2.29 In relation to the General Data Protection Regulation 2018 (GDPR) the following additional terms apply extending the provision of data handling:
- 2.30 During the course of commercial engagement or the provision of Products, Datasharp will gather and store personal identifiable data for the purpose of establishing a legal contract. This data will be stored in an identifiable format for a maximum period to comply with all enforceable laws and governance.
- 2.31 During the course of the deployment and support of the Products, Datasharp will gather and store Personal Identifiable Information (PII) for the purpose of providing the required Products and Services to the Customer.
- 2.32 PII will be stored and deleted after a period of 12 months following the termination of the Customer from all services covered under an Agreement with Datasharp.
- 2.33 Datasharp may be required, with prior authorisation from the Customer, to contact and liaise with the Customer's third party data processors and controllers on behalf of the Customer. Datasharp will not be held responsible or liable for the data policies and practices of any third party providers
- 2.34 Datasharp may use "sub processors" as defined by GDPR as part of the fulfilment of the Products. Upon request Datasharp will provide official documentation from the appropriate sub processors detailing data use and storage by the sub processors. All sub processors used by Datasharp certify themselves as DPA and GDPR compliant.
- 2.35 When PII is deleted, either through request or after the expiry of the stipulated retention period, Datasharp will instruct all appropriate sub processors used by Datasharp to also remove the PII.
- 2.36 All individuals have the right to request notification of all PII as detailed in GDPR. Datasharp will, upon request, issue a report and seek authorisation for Datasharp to retain or delete the data where appropriate.
- 2.37 The PII includes :
- I individual's name

- II individual's name
- III contact phone number
- IV postal address
- 2.38 The Customer retains the rights and obligations as detailed in DPA and GDPR.
- 2.39 Datasharp as a data processor will comply with:
  - I providing data subjects access and allowing data subjects to exercise their rights under the GDPR
  - II assisting a data controller in meeting its GDPR obligations in relation to the security of processing and the notification of personal data breaches and data protection impact assessments
  - III delete or return all personal data to the controller as requested
  - IV permitting audits and inspections of the stored data for the purpose of providing the controller with whatever information to ensure that both the Customer and Datasharp meet their Article 28 obligations
  - V inform the controller immediately if it is asked to do something infringing the GDPR or other data protection law of the EU or member state
  - VI security and data handling policies ensuring the safe and appropriate access, storage and management of the Customers data.
- 2.40 The Customer explicitly authorises Datasharp to gather and store personal identifiable data for the purposes of the fulfilment of the duties of the Agreement.
- 2.41 The Customer may remove or amend the instruction in clause 2.40 by issuing a written request.
- 2.42 If the Customer fails to comply with its obligations in clauses 2.26 - 2.41 the Customer shall indemnify Datasharp against any losses, damages, costs (including legal fees) and expenses incurred by or awarded against Datasharp.
- 2.43 The Customer shall ensure that it has the appropriate consent from any of its customers or employees to enable Datasharp to comply with its obligations in clauses 2.26 - 2.42.
- 2.44 Each party shall, during and thereafter the termination of the Agreement, keep confidential all information and shall not use for its own purposes (other than implementation of this Agreement) nor without the prior written consent of the other disclose to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority) any information of a confidential nature (including trade secrets and information of commercial value) which may become known to such party from the other party and which relates to the other party or any of its affiliates, unless such information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this Agreement, or subsequently comes lawfully into the possession of such party from a third party. Each party shall use its reasonable endeavours to prevent the unauthorised disclosure of any such information.
- 2.45 All materials, equipment and tools, drawings, specifications and data supplied by Datasharp to the Customer shall at all times be and remain the exclusive property of Datasharp, but shall be held by the Customer in safe custody at its own risk and maintained and kept in good condition by the Customer until returned to Datasharp, and shall not be disposed of or used other than in accordance with Datasharp's written instructions or authorisation.
- 2.46 Clauses 2.44 - 2.45 shall survive termination of the Agreement howsoever arising.
- 2.47 Datasharp warrants that it is not the producer of the Products or any part thereof for the purposes of the Waste Electrical and Electronic Equipment Regulations 2006 as amended and bears no responsibility unless pre-agreed with the Customer for the disposal of any part of the Products under the said regulations.
- 2.48 In the event that there is a fault with the Products and the Products are under warranty from their Manufacturer, Datasharp will use best endeavours to liaise with the Manufacturer to request the Products are repaired under the warranty.
- 2.49 Datasharp will use best endeavours that Products will be commissioned within a scheduled period of time.
- 2.50 Any liability of Datasharp for non-delivery of the Products shall in all circumstances be limited to replacing the Products within a reasonable time or issuing a credit note to the Customer at the pro rata Agreement rate against any invoice raised for such Products.
- 2.51 If Datasharp's performance of its obligations under the Agreement is prevented or delayed by any act or omission of the Customer (other than by reason of a Force Majeure Event under clause 2.5 - 2.8), the Customer shall in all circumstances be liable to pay to Datasharp all reasonable costs, charges or losses sustained by it as a result, subject to Datasharp notifying the Customer in writing of any such claim it might have against the Customer in this respect.
- 2.52 Datasharp shall not be liable to the Customer for any breach of any provision of the Agreement caused by any reason outside its control or responsibility.
- 2.53 Except as expressly stated in clause 2.54
  - I Datasharp shall not in any circumstances have any liability for any losses or damages which may be suffered by the Customer (or any person claiming under or through the Customer), whether the same are suffered directly or indirectly or are special, included or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories, special damage, even though Datasharp was aware of the circumstances in which such special damage could arise, loss of profits, loss of anticipated savings, loss of business opportunity, loss of or goodwill, loss of, or damage to (including corruption of), data including Customer data, or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
  - II the total liability of Datasharp, whether in contract, tort (including negligence) or otherwise and whether in connection with this Agreement or any collateral Agreement, shall in no circumstances exceed a sum equal to the charges paid by the Customer under the Agreement in the Year in which the liability arises.
- 2.54 The exclusions in clause 2.53 shall apply to the fullest extent permissible at law but Datasharp does not exclude liability for, death or personal injury caused by the negligence of Datasharp, its officers, employees or agents, breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of the Goods and Services Act 1982, or any other liability which cannot be excluded by law.
- 2.55 All Intellectual Property Rights in any works created by Datasharp (whether alone or jointly), including but not restricted to, all design and documentation belong to Datasharp, and the Customer shall have no rights in respect of any of these works except as expressly granted under the Agreement.
- 2.56 The Customer acknowledges that all Intellectual Property Rights used by or subsisting in the Products are and shall remain the sole property of Datasharp or as the case may be any third party.
- 2.57 The Customer shall not at any time make any unauthorised use of such Intellectual Property Rights, nor authorise or permit any of its agents or any other person to do so.
- 2.58 Except as expressly provided otherwise, this Agreement does not transfer ownership of, or create any licences (implied or otherwise), in any Intellectual Property Rights in any (non-personal) data.

- 2.59 The Customer shall indemnify Datasharp against any losses, damages, costs (including legal fees) and expenses incurred by or awarded against Datasharp as a result of the Customer's breach of the Agreement howsoever arising or any negligent or wrongful act of the Customer, its officers, employees, contractors or agents.
- 2.60 The Customer's right to use the Products shall cease or be suspended without communication, if the Customer breaches any terms of the Agreement.
- 2.61 Where the Customer's right to use the Products has terminated, the Customer grants Datasharp, its employees and agents an irrevocable licence to enter any premises where the Products are or may be stored in order to collect the Products. On termination of the Agreement for any reason, Datasharp's rights detailed in this clauses shall remain in effect.
- 3 Quantity and Description
- 3.1 The quantity and description of the Products and Services shall be as set out in the Quotation.
- 3.2 Where Datasharp is not the manufacturer of the Products, Datasharp shall use best endeavours to transfer to the Customer the benefit of any warranty or guarantee given by the Manufacturer to Datasharp but shall have no liability to the Customer if it is unable to do so.
- 3.3 All alterations to the Products ordered will be invoiced to the Customer in line with the terms and conditions set out in the Agreement.
- 4 Prices
- 4.1 The price for the Products and Services shall be as stated in the Quotation.
- 4.2 Datasharp reserves the right, by giving notice to the Customer, to increase the price of the Products which have not been delivered to reflect any increase in the cost to Datasharp which is due to any factor beyond the control of Datasharp (including without limitation any foreign exchange fluctuation, currency regulation, alteration of duties, change in legislation, significant increase in the costs of labour, materials or other costs of manufacture).
- 5 Invoicing and Payment
- 5.1 Payment within the invoice terms of the Agreement Charge shall be of the essence of the Agreement.
- 5.2 The Customer may be subject to a credit check by Datasharp at Datasharp's discretion.
- 5.3 All prices documented in the Agreement are net of VAT and are fully subject to VAT at the prevailing rate at the time of invoicing.
- 5.4 The Customer agrees to pay in full any invoices in accordance with the invoice terms detailed on the invoice and for any additional services or expenses rendered or incurred by Datasharp under the provision of the Agreement.
- 5.5 If the Customer fails to make payment in full on the due date Datasharp shall be entitled to:
- I terminate the Agreement or suspend any current or future delivery of Products to the Customer;
  - II charge the Customer interest on the overdue amount at the UK Government Statutory Rate. Such interest shall accrue on a daily basis and being compounded monthly from the due date until actual payment is made, whether before or after judgement. The Customer shall pay the interest together with the overdue amount.
  - III charge the Customer an administration charge of £30.00. The administration charge will be applied each month until the payment is made in full.
- 5.6 All sums payable to Datasharp under the Agreement shall become due immediately on its termination, despite any other provision of the Agreement. This is without prejudice to any right to claim for interest under the law, or any right under the Agreement.
- 6 Suspension of Services
- 6.1 Datasharp shall not be obliged to provide access to any or all Products and Services ordered under the Agreement if any payment under the Agreement is overdue and as such may limit access until the outstanding payment has been received.
- 6.2 Datasharp shall provide written notice to the Customer if it elects to suspend usage of the Products and Services in connection with clause 6.1 above. The Products and Services may be suspended with immediate effect until such time as payment is made in full and funds are cleared in Datasharp's bank account.
- 7 Delivery and Installation of Products
- 7.1 Datasharp shall use its best endeavours to deliver and install the Products within the specified schedule. If no dates are so specified, delivery shall be within a reasonable time of acceptance by Datasharp of the Agreement.
- 7.2 Delivery shall be made during Business Hours. Datasharp may levy additional charges for any deliveries made outside such hours at the Customer's request.
- 7.3 The Customer shall be responsible for preparing the Customer Site for the delivery and installation of the Products and for the provision of all necessary access and facilities required to deliver and install the Products. Datasharp may charge the Customer if Datasharp is prevented from carrying out delivery or installation on the specified date because no such preparation has been carried out by the Customer.
- 7.4 The Customer shall be liable for the health and safety of Datasharp's employees, providing training if applicable, and shall indemnify Datasharp for any harm caused to Datasharp's employees when on the Customer Site to deliver and install the Products. Datasharp's employees shall use best endeavours to observe any of the Customer's relevant health and safety rules and regulations and any other security requirements of which Datasharp has been notified by the Customer or which Datasharp's employees are advised of whilst at the Customer Site.
- 7.5 Upon delivery and installation of the Products the Customer shall be deemed to have accepted the delivery and installation of the Products unless the Customer exercises in writing its right of rejection in accordance with the Agreement.
- 8 Termination
- 8.1 The Customer may terminate the Agreement at any time by giving no less than 60 days written notice to Datasharp, subject to clause 9.
- 8.2 Datasharp may terminate the Agreement at any time by giving no less than 60 days written notice to the Customer.
- 8.3 Either party may at any time terminate the Agreement with immediate effect by giving written notice to the other party if:
- I the other party fails to pay any amount due under the Agreement on the due date for payment and remains in default not less than 14 days after being notified to make such payment;
  - II the other party commits a Material Breach of any clause of the Agreement (other than failure to pay any amounts due under the Agreement) and (if such breach is remediable) fails to remedy that breach within a period of 7 days after being notified in writing to do so;
  - III the other party repeatedly breaches any of the terms and conditions of the Agreement 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 Agreement;

- 8.4 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement shall remain in full force and effect.
- 8.5 Termination or expiry of the Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.
- 9 Effect of Termination
- 9.1 Following termination of this Agreement, Datasharp shall invoice the Customer all remaining charges to the termination date on the next invoice.
- 9.2 The Customer shall immediately pay any outstanding sums due in respect of unpaid invoices.
- 9.3 Subject to Clause 9.2 being satisfied, Datasharp will return to the Customer any Products related data and passwords which it holds in relation to this Agreement within 14 days and shall delete such information from its databases.
- 9.4 On the termination date, Datasharp will remove access to all Products detailed on the Quotation including the removal of any installed Products.
- 9.5 The provisions of clauses 2.11-2.12, 2.19-2.22, 2.42-2.45, 2.47, 2.52-2.59 and 2.61 shall remain in full force and effect notwithstanding any termination of this Agreement.
- 10 Products
- 10.1 The Customer shall be subject to the rights and restrictions imposed by the owner of the Intellectual Property Rights in the Products and shall comply with all licence Agreements, terms of use and registration requirements relating to them. Please refer to Datasharp's web directory of Manufacturer's products terms and conditions as detailed at [www.datasharp.co.uk/wp-content/uploads/2021/Microsoft-Monthly-Software-Licence-User-Terms.pdf](http://www.datasharp.co.uk/wp-content/uploads/2021/Microsoft-Monthly-Software-Licence-User-Terms.pdf). By signing this Agreement the Customer agrees to all the Manufacturer's terms and conditions.
- 11 Customer's Recommendations And Responsibilities
- 11.1 For all elements of the Products covered by this Agreement, the Customer agrees to the following conditions:
- I to keep the Products in environmental conditions recommended by the Manufacturer.
- II to use the Products in accordance with the instructions, recommendations and requirements issued by the Manufacturer and/or Datasharp.
- III to allow Datasharp, and all other persons duly authorised by Datasharp, full, safe and uninterrupted access to the Customer Site when reasonably required for the performance of its duties.
- IV to allow Datasharp full, safe and uninterrupted remote access via data connections to the IT equipment using the Products when reasonably required for the performance of its duties.
- 11.2 If the Customer fails to adhere to the conditions in clause 11.1 Datasharp shall not be liable for any delay or failure to meet its obligations or for any price increase or additional charges under this Agreement.
- 11.3 The Customer must use reasonable endeavours to safeguard the Products from damage or corruption, including by such methods as, but not limited to:
- I changing all default Manufacturer passwords, in particular in respect of voicemail boxes to ensure that unauthorised third parties are not able to access them; and
- II call barring in relation to telephone equipment.
- 11.4 Datasharp makes no warranties to the Customer that the security measures suggested in clause 11.3 will prevent unauthorised use.