

PURPLE UNIFIED COMMUNICATIONS TERMS AND CONDITIONS V3.8

1 Definitions and Interpretations

The definitions and rules of interpretation defined below apply in each and every Contract and shall have the following meanings unless otherwise stated:

“Acceptable Use Policy” means the acceptable use policy of PurpleUC or any applicable Third Party Supplier for any of the Services, as may be updated from time to time.

“Attempted Delivery Date” has the meaning assigned to it in clause 5.3.

“Business Day” means any day that is not a Saturday, Sunday, or public holiday, during the hours of 09:00 to 17:30.

“Business Customer” means a Customer that is not a consumer, where “consumer” means an individual who obtains Services for personal, family, or household purposes unrelated to business endeavours.

“Charges” means the fees or amounts payable for the Goods and/or Services as set out in the Order Form.

“Contract” means these Terms together with the Order Form, encompassing all terms, conditions, and annexes thereto.

“Customer” means the person(s), firm, or company designated as the customer in the Order Form and any member of such Customer’s Group as specified within such Order Form, each entity within the Group being a Customer.

“Data Protection Legislation” has the meaning assigned to it in the Data Processing Schedule.

“Data Processing Schedule” means the schedule to these Terms relating to the processing of personal data by PurpleUC.

“Deliverables” includes all documents, products, and materials developed by PurpleUC, its Third Party Suppliers, or their agents, subcontractors, consultants, and employees in connection with the Goods and/or Services. This encompasses computer programs, data, reports, specifications, and drafts.

“Delivery Destination” means the location specified in the Order Form or otherwise agreed upon by the parties in writing where the Goods are to be delivered, as detailed in clause 5.

“Early Termination Notice” means a written notice delivered by the Customer to PurpleUC requesting early termination of the Contract during the Minimum Service Term or applicable Renewal Term.

“Early Termination Payment” means the payment required if the Contract is terminated by the Customer within the Minimum Service Term or any Renewal Term, as outlined in clause 7.2.

“End User” means any individual who is authorised by the Customer to access and use the Services;

“End User Data” means any data, information, content, or any other material owned by the Customer or the End User which they upload to or input into the Services via any means;

“Equipment” means any equipment, including tools, systems, cabling, or facilities, that is owned or controlled by PurpleUC or its Third Party Suppliers and used directly or indirectly in providing the Goods and/or Services to the Customer.

“Established Assets” means all data, documents, software, specifications, reports, programs, information, and other materials related to the Goods and/or Services that were in existence prior to the commencement of the Contract, whether provided by PurpleUC or a Third Party Supplier.

“Force Majeure Event” has the meaning assigned to it in clause 17.8.

“Goods” means the goods to be supplied by PurpleUC to the Customer under the Contract, as detailed in the Order Form. This includes any part of the goods, any goods provided by a Third Party Supplier, and any Deliverables associated with such goods.

“Group” refers to a company, its holding company, any subsidiaries of its holding company, and any company of which it is a subsidiary. Each company within this structure is considered a member of the group. This definition applies to the composition of the company at any given time, unless specified otherwise in the context.

“Intellectual Property Rights” or “IPRs” means all forms of intellectual property, including patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade names, domain names, rights in trade dress, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, and rights in confidential information such as know-how and trade secrets. This includes both registered and unregistered rights, as well as all applications, renewals, or extensions of these rights across the globe.

“Minimum Service Term” means the minimum duration of the Contract, beginning on the Service Commencement Date and concluding at the end of the period specified in the Order Form.

“Order Form” means the document created by PurpleUC that outlines the request for Goods and/or Services. It includes details specified in any proposal by PurpleUC that is referenced within the Order Form.

“Product Terms” means the specific terms and conditions applicable to each of the Goods and/or Services offered by PurpleUC (where relevant/applicable), available at purpleuc.com/terms or as provided or mentioned in the Order Form.

“PurpleUC”, “we”, or “our” means Purple Unified Communications Limited, a company registered in England with company number 10016961, whose registered office is located at Unit 3 The Yard, 122 East Road, London, N1 6FB.

“PurpleUC Rights” has the meaning as assigned to it in clause 10.

“Renewal Term” means the automatic extension of the Minimum Service Term as outlined in clause 7.1 of the Contract.

“Services” means the services ordered by the Customer under the Contract, including any applicable Third Party Supplier services, as specified in the Order Form, and includes any Deliverables provided as part of these Services.

“Service Commencement Date” means the date on which PurpleUC notifies the Customer that the installation and/or setup of the Goods and/or Services is complete. If no such notification is provided, it is the earlier of the date the Customer begins using the Goods and/or Services or the date the Goods and/or Services are made available for use, as outlined in clause 4.2.

“Service Interruption” means any occurrence where the proper functioning of the Goods or Services provided by PurpleUC is disrupted or fails to materially meet their specifications, resulting in temporary cessation or degradation of service quality.

“Service Interruption Report Time” means the time at which the Customer formally reports a Service Interruption to PurpleUC by reporting the issue and obtaining a fault ticket number.

“Service Level Agreement” or “SLA” means an agreement that defines the expected level of service provision, including metrics, responsibilities, and remedies in case of service disruptions or failures.

“Scheduled Maintenance” means maintenance of any hardware, software, networks, or systems affecting the provision or use of the Goods and/or Services, which is notified to the Customer by PurpleUC in advance.

“Support Hours” means any day other than a Saturday, Sunday, or public holiday, between the hours of 09:00 to 17:30.

“Terms” means these terms and conditions, which are accessible via purpleuc.com/terms.

“Third Party Supplier” means any third party selected by PurpleUC to perform the Services and/or supply the Goods, in whole or in part.

“VAT” means value-added tax as chargeable under English law and any similar additional tax.

2 Application of Terms

- 2.1 These Terms shall apply to and form part of the Contract. If there is any inconsistency between these Terms and the terms contained in the Order Form or the Product Terms, the following order of precedence shall apply to the extent of such inconsistency: the Order Form, followed by the Product Terms, followed by these Terms.
- 2.2 An Order Form should not be accepted by a Customer who is not a Business Customer. The Customer’s acceptance of the Order Form constitutes confirmation by the Customer that it is a Business Customer and an offer by the Customer to purchase Goods and/or Services.
- 2.3 Only parties qualifying as Business Customers should accept the Order Form. Acceptance of the Order Form by a Customer confirms their status as a Business Customer and constitutes their formal offer to purchase the specified Goods and/or Services. This offer is deemed accepted by the us upon our explicit confirmation or commencement or delivery of the Service and/or Goods. No offer placed by the Customer shall be accepted by PurpleUC other than:
 - 2.3.1 by an Order Form being countersigned by PurpleUC;
 - 2.3.2 by PurpleUC confirming via email its acceptance of an Order Form signed by the Customer; or
 - 2.3.3 by PurpleUC starting to provide the Services and/or supply the Goods, whichever is earlier, upon which a binding contract for the supply and purchase of the Goods and/or Services on these Terms and the terms of the Order Form and any other relevant terms will be established.
- 2.4 The Contract and the documents explicitly referenced therein constitute the full and exclusive agreement between the parties, superseding all prior discussions, agreements, warranties, statements, promises, and representations not contained herein. The Customer acknowledges that it has not relied on any representations outside of this documented agreement. No terms included in the Customer’s documents, orders, or communications shall form part of the Contract unless explicitly agreed in writing.

3 Provision and Use of Services and Goods

- 3.1 As part of its commitment under this Contract, PurpleUC will:
 - 3.1.1 Deliver Goods and perform Services that reasonably adhere to the specifications, requirements, and descriptions detailed in the Order Form and this Contract.
 - 3.1.2 Maintain a high standard of professionalism by exercising industry-standard care and skill in the performance of the Service and provision of the Goods.

3.1.3 Endeavour to meet all agreed delivery dates and, where no specific dates are provided, ensure delivery within a timeframe reasonable for the type and scope of Goods and Services provided.

3.1.4 Observe all applicable laws and regulatory requirements relevant to the delivery of Goods and performance of the Services.

3.2 The Customer acknowledges and agrees to the following terms:

3.2.1 The Customer shall:

- (1) obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable PurpleUC to provide the Goods and/or Services, including in relation to the installation of PurpleUC's Equipment;
- (2) Keep and maintain the Equipment in accordance with PurpleUC's instructions from time to time and not dispose of or use PurpleUC's Equipment other than in accordance with PurpleUC's written instructions or authorisation;
- (3) ensure that the terms of the Order Form and any information provided by the Customer is complete and accurate;
- (4) co-operate with PurpleUC in all matters relating to the Services;
- (5) provide PurpleUC, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by PurpleUC to provide the Services;
- (6) prepare the Customer's premises for the supply of the Services and/or delivery of the Goods;

3.2.2 All promotional materials, including samples, drawings, and descriptions in PurpleUC's marketing platforms, serve solely to provide a preliminary overview of the Goods and Services and do not constitute part of the binding Contract.

3.2.3 Given that certain Goods and Services may require extended lead times for delivery and implementation, PurpleUC is not liable for delays inherent to these lead times. PurpleUC commits to keeping the Customer informed of progress. Any dates quoted for delivery of the Goods or performance of the Services are approximate only, and the time of delivery/performance is not of the essence. PurpleUC shall not be liable for any delay in delivery of the Goods or performance of the Services that is caused by (i) a Force Majeure Event; (ii) the Customer's failure to provide PurpleUC with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods and/or provision of the Services; or (iii) any delays due to the obtaining of relevant wayleaves by the Customer.

3.2.4 PurpleUC may opt to deliver the Goods and Services in instalments, and the Customer agrees to accept such staggered delivery.

3.2.5 The Customer, as a Business Customer, uses the Goods and Services solely within its business operations and is prohibited from reselling any Goods or Services to third parties.

3.2.6 The Customer must adhere to all operational manuals and reasonable instructions related to the Goods and Services.

3.2.7 The Customer will provide all necessary detail and information to facilitate its access to and use of the Goods and Services, as reasonably requested by PurpleUC or any Third Party Supplier.

- 3.2.8 The Customer is responsible for ensuring that all equipment used in connection with the Services meets minimum requirements specified by PurpleUC or the Third Party Supplier, and acknowledges that continued compatibility is essential for service provision.
- 3.3 PurpleUC retains the right to modify technical specifications, delivery methods, or performance procedures of the Goods and/or Services under the following circumstances, and shall give the Customer as much notice as is reasonably practicable:
 - 3.3.1 Adjustments may be made to comply with standards and regulations mandated by Third Party Suppliers or relevant laws, including health and safety regulations or OFCOM (The Office of Communications) guidelines.
 - 3.3.2 Technical specifications or delivery methods may be altered for operational reasons. These changes aim to enhance efficiency or address operational needs, ensuring minimal impact on the performance or provision of the Goods and/or Services.
 - 3.3.3 In emergencies, operational requirements (e.g., maintenance or service upgrades), regulatory mandates, or factors beyond our control (including actions by Third Party Suppliers), or cyber-terrorism, we may suspend the provision of Services, either partially or entirely.
- 3.4 If no specific Service Level Agreement applies:
 - 3.4.1 PurpleUC provides standard support during Support Hours. Upon detecting a Service Interruption, the Customer should either email helpdesk@purpleuc.com and/or call PurpleUC's telephone number as detailed at purpleuc.com to report the issue and obtain a fault ticket number. The point at which the ticket number is issued is deemed to be the Service Interruption Report Time.
 - 3.4.2 PurpleUC undertakes to respond to Service Interruptions within 4 Support Hours and shall use all reasonable endeavours to resolve them within a reasonable timeframe. However, resolution within a specific timeframe is not guaranteed.
- 3.5 If a Service Level Agreement applies:
 - 3.5.1 The Customer may be entitled to apply for service credits as per the terms defined in the Order Form or applicable Product Schedule.
 - 3.5.2 Credits are applicable for Service Interruptions during Support Hours, up to a maximum of 8.5 hours per day.
 - 3.5.3 No credits apply if the SLA doesn't include them, or if the interruption results from specified exclusions, scheduled maintenance, or events beyond PurpleUC's or Third Party Suppliers' control.
 - 3.5.4 Service credits are not available if the Customer, or any of its employees, agents, or contractors, are in breach of any obligations under this Contract at the time of the Service Interruption Report Time.
 - 3.5.5 Service credits are applied against future charges for the same Contract and cannot be converted to cash refunds or used for other Contracts. In case of contract termination any relevant, accrued service credits will be deemed null and void.
 - 3.5.6 Claims for service credits must be made within 14 business days of the Service Interruption, following the specific SLA guidelines or by written communication to PurpleUC.
- 3.6 PurpleUC is not responsible for any data or information stored on the Customer's systems or on PurpleUC Equipment that is in the Customer's possession or control. PurpleUC is

not liable for any data loss or corruption that may occur during service investigations, maintenance, or upgrades.

- 3.7 The Customer is responsible for maintaining appropriate backups of all data and information, on which PurpleUC will rely if required.
- 3.8 PurpleUC is not obligated to reset software, reprogram equipment, or reload End User Data following maintenance activities, except to restore such software, equipment and End User Data to the state in which it was delivered originally.
- 3.9 The Customer is solely responsible for backing up data on its own and its licensors' software and systems. It is also the Customer's duty to ensure all third-party operating and application software is adequately backed up and can be fully restored in the event of any damage, corruption, or loss of data, under any conditions.
- 3.10 In the course of its use of the Services the Customer agrees not to, and to ensure its End Users do not:
 - 3.10.1 permit any third party to access the Services except as permitted herein;
 - 3.10.2 allow any part of the Services to become the subject of any charge, lien or encumbrance;
 - 3.10.3 deal in any other manner with any or all of its rights and obligations under this Contract;
 - 3.10.4 scrape any data from the Services;
 - 3.10.5 Publish, post, or disseminate defamatory, obscene, or unlawful material;
 - 3.10.6 Harass, threaten, or violate others' rights, including privacy and publicity rights;
 - 3.10.7 Engage in illegal or unlawful activities;
 - 3.10.8 Upload or distribute files that contain software, data, or material not owned or licensed to the Customer, or files that contain viruses or corrupted data;
 - 3.10.9 Misrepresent ownership of software or material provided via the Services;
 - 3.10.10 Abuse the Services, including 'spamming';
 - 3.10.11 Violate third-party rights;
 - 3.10.12 Illegally access restricted areas of any network related to the Services;
 - 3.10.13 Interfere with others' use of the Services in the event of any damage, corruption, or loss of data, under any conditions.
- 3.11 In the course of its use of the Services and Goods, the Customer will and shall ensure that each End User will:
 - 3.11.1 use the Goods and/or Services, including any Deliverables, strictly according to the terms of the Contract and any relevant Acceptable Use Policy.
 - 3.11.2 refrain from copying, modifying, or reverse engineering any Goods, Deliverables, Established Assets, or Services, including software and documentation, except as expressly permitted by the Contract, required by law, or authorized in writing by PurpleUC.
 - 3.11.3 use of the Goods and/or Services, including Deliverables, in compliance with all applicable laws and regulations, particularly those concerning data processing and transmission.

- 3.11.4 acquire and maintain any necessary licences, permissions, and consents to use the Goods and/or Services as stipulated in the Contract.
- 3.11.5 uphold security measures to protect the Goods and/or Services and will adhere to PurpleUC's advice on system upgrades, operating systems, and hardware requirements.
- 3.12 The Client shall promptly notify PurpleUC in the event of any known or suspected (i) unauthorised access or use of any part of the Services (including by way of hacking or other means) or any loss of usernames or passwords (where applicable) including loss, theft, or unauthorised disclosure thereof or (ii) breach of the Customer's cyber-security infrastructure.

4 Service Delivery and Commencement

- 4.1 PurpleUC will deliver, install, and implement Goods and/or Services as soon as reasonably practicable and notify the Customer upon completion. The Service Commencement Date is defined as either the date specified in this notification or, if no notification is provided, the date the Customer begins using the Goods and/or Services or the date that the Goods and/or Services are available to the customer to be used, whichever is earlier.
- 4.2 If any Goods and/or Services specified in an Order Form commence on different dates, PurpleUC may, at its discretion, treat each as having its own Service Commencement Date. Consequently, each may be considered a separate contract for determining the Minimum Service Term, Renewal Term, and for termination purposes.
- 4.3 Excluding any setup or implementation fees, charges for Goods and/or Services shall begin on their Service Commencement Date. For any Goods and/or Services that replace existing ones, charges for the old items will cease on the commencement date of the new Goods and/or Services.
- 4.4 If the Customer, or any of its employees, agents, or contractors unreasonably delays or hinders the troubleshooting, setup, installation, or reinstallation of the Goods and/or Services, PurpleUC reserves the right to set the Service Commencement Date as the date it reasonably believes the setup or installation would have been completed without such delays.
- 4.5 To ensure PurpleUC can meet its contractual obligations and rights, the Customer must provide necessary assistance, cooperation, information, facilities, and access to premises as reasonably required by PurpleUC or any Third Party Supplier. This includes, but is not limited to line transfers, number porting, structured cabling, a suitable network, adequate installation space, power supply, and any necessary permissions or licenses, with reasonable advance notice. Delays due to the Customer's failure to provide these requirements will be excluded from performance deadlines and service credit calculations.
- 4.6 The Customer shall reimburse PurpleUC on demand for any charges, costs, or expenses incurred due to agents, contractors, or suppliers (including Third Party Suppliers) being denied access to the Customer's premises or other agreed locations, when access had been previously arranged and agreed between the Customer and PurpleUC.
- 4.7 The Customer shall ensure all reasonable health and safety measures are in place to protect the personnel of PurpleUC, its agents, contractors, and suppliers when they are present at the Customer's offices or other controlled locations. This is to safeguard all attending personnel during the execution of their duties under the Contract.

5 Delivery and Ownership of Goods

- 5.1 Goods shall be delivered to the Delivery Destination and the charges for delivery shall be as set out in the Order Form. Where no charge for delivery is set out in the Order Form, PurpleUC shall be entitled to charge the Customer for all reasonable delivery costs and charges associated with the delivery of the Goods to the Delivery Destination on a time and materials basis.
- 5.2 Risk in the Goods transfers to the Customer upon their delivery to the Delivery Destination.
- 5.3 For the avoidance of doubt, delivery of the Goods, and the passing of risk, shall be completed on the completion of unloading of the Goods at the Delivery Location. If the Customer fails to accept delivery at the Delivery Destination, or if PurpleUC cannot unload the Goods due to the Customer's lack of necessary instructions, documents, access, licenses, or authorisations, the Goods will be considered delivered at the time and date on which initial delivery was attempted ("Attempted Delivery Date"). Risk in the Goods transfers to the Customer on the Attempted Delivery Date, and PurpleUC may store the Goods until successful delivery can be achieved, at the Customer's expense, including costs for storage and insurance. If [ten] Business Days after the Attempted Delivery Date the Customer has not accepted actual delivery of the Goods, PurpleUC may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods. If the Customer has paid for the Goods in advance, no refund shall be due to the Customer for failing to accept delivery of the Goods even if PurpleUC resells or disposes of such Goods.
- 5.4 The Customer must report non-delivery, incorrect, or damaged Goods in writing to PurpleUC within 3 business days of the expected delivery date, providing sufficient evidence to substantiate the claim.
- 5.5 Unless specified otherwise in the Order Form, Goods are provided on a rental basis for the duration of the Services only. Title to the Goods will pass to the Customer only if explicitly stated in the Order Form and upon full payment for the Goods in cleared funds.
- 5.6 Until ownership of the Goods passes to the Customer, the Customer must:
 - 5.6.1 Ensure that the Goods are readily identifiable as PurpleUC's property, whether by labelling or other means such as an asset register.
 - 5.6.2 Maintain the Goods in good condition, and not remove any labels or identifying marks associated with the Goods.
 - 5.6.3 Not alter, remove, or copy any software on/in the Goods.
 - 5.6.4 Not sell, transfer, or otherwise dispose of the Goods.
 - 5.6.5 Insure the Goods against all risks for their full value on PurpleUC's behalf.
- 5.7 During the rental period or until ownership transfer, the Customer must, upon PurpleUC's request, return the rented Goods. PurpleUC reserves the right to take necessary measures to reclaim the Goods if the Customer fails to do so.

6 Charges and Payment

- 6.1 All Charges exclude VAT or any equivalent sales tax, which will be added to the invoice at the current rate and is payable by the Customer along with the Charges.

- 6.2 The Customer shall pay all Charges for the Goods and/or Services as detailed in the Order Form, without any deductions or set-offs. Charges based on usage shall be calculated using data from PurpleUC or the relevant Third Party Supplier, not the Customer's data.
- 6.3 Payments must be made according to the terms specified in the Order Form. If not paid by direct debit, PurpleUC may apply a monthly administrative fee of £50, which can be waived at PurpleUC's discretion. In cases where no specific payment terms have been agreed, the Customer must settle invoices within 14 days of their issue by PurpleUC.
- 6.4 The Customer must notify PurpleUC in writing of any disputes regarding invoices before the payment due date. The Customer must pay all undisputed charges by the due date. Disputed charges are exempt from clauses 6.5 and 6.6, provided that both parties have engaged in discussions to attempt a resolution in good faith. The right to dispute charges is forfeited unless written notification is provided before the payment is due.
- 6.5 PurpleUC may suspend delivery of Services and Goods if undisputed Charges remain unpaid past their due date. This suspension does not limit PurpleUC's right to pursue other remedies available under the contract or by law to recover the unpaid charges.
- 6.6 If the Customer fails to make payment by the due date, interest will be charged on the overdue amount at an annual rate of 8% above the base lending rate of HSBC Bank plc, accruing daily from the due date until full payment is made, whether before or after judgment.
- 6.7 The Customer is fully responsible for all Charges incurred through the access and use of the Goods and/or Services, including those resulting from fraudulent or unauthorised use. PurpleUC is not responsible for detecting unauthorised or fraudulent use of the Goods and/or Services.
- 6.8 Annually, each April, PurpleUC reserves the right to increase the Charges by an amount equal to the Retail Price Index (RPI) rate of inflation published in February of that year, plus up to an additional 4%, at the discretion of PurpleUC. This increase will be applied to the Charges in effect at that time, including any prices after the expiry of any applicable offers or discounts. The RPI rate used will be the January RPI rate announced by the Office for National Statistics in February of the same year. If the January RPI is 0% or less, the increase will be up to 4%, at the discretion of PurpleUC.

7 Service Term

- 7.1 Each Service commences on the specified Service Commencement Date and continues unless terminated as per the Contract, including these Terms. After the Minimum Service Term, the Contract and corresponding Services automatically renew for successive 12-month terms (each "Renewal Term"). Termination by either party requires a written notice at least 90 days before the end of the current Minimum Service Term or Renewal Term. Termination duly delivered in accordance with this clause shall only be effective on expiry of the Minimum Service Term or Renewal Term, as the case may be.
- 7.2 The Customer may terminate the Contract during the Minimum Service Term or any Renewal Term by issuing an Early Termination Notice to PurpleUC, subject to clause 7.3. If termination occurs under this clause or if PurpleUC terminates during the Initial Term or any Renewal Term in accordance with clause 8, the Customer will pay an Early Termination Payment. This payment equals the balance of Charges for the remainder of the Term, calculated based on average monthly usage or rebate up to the issuance of the Early Termination Notice or the specified termination date, whichever is later.

- 7.3 Upon receiving an Early Termination Notice, PurpleUC will confirm the amount of the Early Termination Payment due from the Customer within 30 days. The termination notice will only take effect once the Customer accepts and pays the full Early Termination Payment in cash or cleared funds. If the Customer decides against termination, they may revoke the Early Termination Notice by notifying PurpleUC in writing.
- 7.4 If the Early Termination Notice is not revoked and the Early Termination Payment is not made within 14 days of PurpleUC's written confirmation of the payment amount, PurpleUC has the right to either:
 - 7.4.1 Terminate the Contract immediately upon notice to the Customer, without liability, and recover the Early Termination Payment due; or
 - 7.4.2 Consider the Early Termination Notice as withdrawn and maintain the Contract in full force and effect.
- 7.5 Until the Contract is terminated in accordance with its terms, PurpleUC will continue to provide the Goods and/or Services and invoice the Customer for all sums due under the Contract.

8 Service Suspension and Termination

- 8.1 Without prejudice to any other rights or remedies available, PurpleUC may suspend the provision of the Goods and/or Services, and either party may terminate the Contract without liability immediately upon written notice if:
 - 8.1.1 The other party commits a material breach of the Contract terms and fails to remedy that breach within 30 days of written notification.
 - 8.1.2 The other party suspends or threatens to suspend payment of its debts, is unable to pay its debts upon maturity, enters into voluntary or involuntary insolvency proceedings under section 123 of the Insolvency Act 1986, engages in any debt arrangement with creditors, undergoes administrative orders, appoints a receiver over its assets, or undergoes winding up or liquidation (other than for solvent restructuring purposes).
 - 8.1.3 Any event occurs, or proceedings are taken, in any jurisdiction to which the party is subject that has effects equivalent to any of the events mentioned in clause 8.1.2.
 - 8.1.4 The other party suspends, ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 8.2 For the avoidance of doubt, any termination by the Customer under clause 8.1 shall not be deemed an Early Termination Notice.
- 8.3 Without prejudice to any other rights or remedies available, PurpleUC may suspend the provision of the Goods and/or Services or terminate the Contract without liability to the Customer immediately upon giving written notice if:
 - 8.3.1 The Customer fails to pay any undisputed Charges or other sums due under the Contract within the terms specified and does not rectify this default within 14 days of receiving notice from PurpleUC that payment is overdue.
 - 8.3.2 The Customer pledges, assigns as collateral, or otherwise encumbers any of the Goods and/or Deliverables to which PurpleUC retains title.
 - 8.3.3 PurpleUC reasonably suspects that the Customer is using the Goods and/or Services in violation of any contractual terms or applicable laws, or has provided false or misleading information regarding such use.

8.3.4 There is a change of control of the Customer, as defined by section 1124 of the Corporation Tax Act 2010, that has not been pre-approved by PurpleUC.

8.4 PurpleUC may terminate the Contract, in whole or in part, if any Third Party Supplier discontinues the supply of Goods and/or Services required under the Contract and PurpleUC is unable to secure an alternative supplier or implement a workaround before the withdrawal date of the original Third Party Supplier.

8.5 Upon termination of the Contract for any reason:

- 8.5.1 The Customer must immediately pay all outstanding and unpaid invoices, including any due interest. For Goods and/or Services delivered but not yet invoiced, PurpleUC may issue an invoice, payable immediately upon receipt.
- 8.5.2 Unless agreed otherwise, the Customer must promptly return all Goods, Deliverables, PurpleUC Equipment, Established Assets, and confidential information, including all copies, irrespective of the format. PurpleUC reserves the right to take necessary measures to reclaim the Goods if the Customer fails to do so. The Customer is responsible for their safekeeping and has no right to use them until returned or repossessed.
- 8.5.3 PurpleUC will refund any Charges paid in advance for Goods and/or Services not yet provided, unless the Customer is obligated to pay an Early Termination Payment per clause 7.2.
- 8.5.4 To the extent that PurpleUC provides assistance in relation to the migration of the Services to another service provider, PurpleUC reserves the right to charge for such assistance on a time and materials basis. By requesting assistance, the Customer is deemed to have accepted these charges should they arise. PurpleUC will provide an estimate of all reasonable costs incurred and may request reasonable compensation for such assistance.
- 8.5.5 The accrued rights, liabilities, and any provisions that explicitly or implicitly survive termination will remain unaffected.

8.6 Upon Contract expiry or termination, PurpleUC shall cease all Services provision, and the Customer must discontinue access to and use of said Services, unless otherwise agreed.

8.7 If PurpleUC suspends Goods and/or Services provision under this clause 8.1 and 8.3, the Customer shall reimburse PurpleUC for all reasonable costs, expenses, and other liabilities incurred during the suspension. Should PurpleUC, at its sole discretion, decide to recommence provision following a suspension period, the Customer shall bear all reasonable costs, expenses, and other liabilities incurred by PurpleUC, including any reconnection charges.

8.8 Upon termination of the Contract, by any means, the following clauses will continue to be enforceable and remain in full force: clauses 6, 7.2, 7.3, 7.4, 8, 10, 11, 12, 14 and 15. Additionally, only the rights granted to PurpleUC under clause 5 shall continue in effect; the Customer's corresponding rights under this clause shall cease.

9 [Warranty](#)

9.1 Subject to clauses 3, 8.3, 9.2 and 12, the Customer acknowledges that all Goods supplied by PurpleUC are manufactured by third parties. PurpleUC is not liable for the quality or functionality of the Goods and Purple UC provides no warranties or representations with respect thereto. If defects are found in the Goods upon or after delivery, the Customer may pursue claims under the original equipment manufacturer's (OEM) warranty. PurpleUC will provide reasonable support to assist the Customer in enforcing the OEM

warranty, but the responsibility to contact and claim from the manufacturer rests with the Customer.

9.2 PurpleUC warrants that:

- 9.2.1 The Goods delivered will match the quantity specified in the Order Form and conform in all material respects with the description and specification set out or referred to therein.
- 9.2.2 The Services will conform in all material respects with their description in the Order Form throughout the Contract term, adhering to any applicable Service Level Agreements (SLA).
- 9.2.3 It will secure and maintain all necessary licences, permissions, and consents required to deliver and perform the Goods and Services as per the Contract.
- 9.3 Neither PurpleUC nor any third party give any warranty, express or implied that (i) the Services or any output from the Services/Deliverables will be correct, accurate, complete or fit for any purpose; (ii) the availability of any part of the Services will be uninterrupted, timely, secure or error-free; (iii) defects or any errors in any part of the Services will be corrected; (iv) any part of the Services will meet any particular criteria of performance or quality; or (v) the results obtained from use of any part of the Service will be accurate or reliable or that the quality of any part of the Service will meet the Customer's expectations.
- 9.4 PurpleUC shall not be obliged to assist with any OEM Warranty claims nor be liable for any claims related to the Goods and/or Services under clauses 3, 9.2, or otherwise if:
 - 9.4.1 The defect or non-conformance results from the Customer's failure to follow provided manuals or instructions for storage, installation, use, repair, servicing and/or maintenance from the manufacturer, PurpleUC, or any third party, or in the absence of such, good trade practice.
 - 9.4.2 The defect or non-conformance results from PurpleUC or a third party acting on the Customer's instructions during the setup, implementation, or installation of the Goods and/or Services.
 - 9.4.3 The Customer alters, repairs, or tries to repair the Goods and/or Services without PurpleUC's written consent.
 - 9.4.4 The Customer breaches any provision of clauses 3.2, 3.8 and/or 3.9.
 - 9.4.5 The defect is caused by fair wear and tear, intentional damage, negligence, or abnormal working conditions.
 - 9.4.6 The Goods and/or Services deviate from their description due to modifications agreed upon in clause 3.3.

10 Intellectual Property Rights

- 10.1 All legal and beneficial rights in the Goods, Services, Deliverables, PurpleUC Equipment, and Established Assets, including software and number ranges provided to the Customer for using the Services or Equipment, shall remain at all times the property of PurpleUC or its licensors. These rights include all Intellectual Property Rights and other rights in any form, collectively referred to as "PurpleUC Rights."
- 10.2 Subject to clause 10.3 and the Customer's payment of all Charges and other sums due, PurpleUC grants the Customer a non-exclusive, non-transferable, non-sublicensable,

revocable, limited license to use the Intellectual Property Rights (IPRs) associated with the Goods, Services, Deliverables, and PurpleUC Equipment as necessary for the purpose of using the Services and solely for internal business purposes. The Customer is entitled to make a single backup copy of the software for security purposes only. The Customer shall not reproduce the IPRs further, nor modify, adapt, translate, reverse engineer, decompile, or disassemble the software, nor create any derivative works from or merge the software with any other software. This license automatically terminates upon the expiration or termination of the contract.

- 10.3 The license for third-party owned Intellectual Property Rights is subject to the Customer's compliance with third-party licenses or terms of use.
- 10.4 PurpleUC shall have the exclusive right to initiate, defend, conduct, and settle any legal proceedings related to the infringement or alleged infringement of its Intellectual Property Rights (IPRs) or regarding the validity thereof. The Customer agrees to provide all reasonable assistance required by PurpleUC in such matters at PurpleUC's expense. This includes providing necessary documentation and other support as requested by PurpleUC. Additionally, the Customer agrees to participate as a plaintiff or defendant in any such proceedings if PurpleUC deems it necessary. PurpleUC shall retain sole control over any decisions related to the settlement, compromise, or outcomes of such proceedings, including any awards or benefits resulting therefrom.
- 10.5 Copyright in all documents, drawings, designs, and information, including any applicable access codes supplied to the Customer in connection with this Agreement, shall remain vested in PurpleUC or the respective copyright owner.
- 10.6 The Customer agrees to indemnify PurpleUC against any claim brought by a third party as a consequence of any misuse of the IPR by the Customer or any third party acting on the Customer's behalf.
- 10.7 Without PurpleUC's prior written consent, the Customer cannot use, modify, transfer, sublicense, or exploit PurpleUC Rights.
- 10.8 PurpleUC is permitted to refer to the Customer as a customer and use its logo, trademark, and/or name for marketing purposes, subject to adherence to reasonable guidelines provided by the Customer.

11 End User

- 11.1 The Customer shall not permit any person other than an End User to use the Service.
- 11.2 The Customer shall ensure that an End User only accesses and uses the Service in accordance with this Contract and does not share usernames or passwords and does not make any part of the Service available to any third party. Without prejudice to any other rights or remedies that PurpleUC may have, PurpleUC reserves the right to charge (and the Customer shall pay any) additional Charges for unauthorised usage of any part of the Service in line with PurpleUC's standard list prices from time to time in force.
- 11.3 The Customer is responsible for maintaining the confidentiality of the usernames and passwords allocated to an End User, and is fully responsible and liable for all activity that occurs under them.
- 11.4 The Customer shall ensure and procure that an End User complies with the terms and conditions in this Contract. Any breach by an End User shall be deemed to be a breach by the Customer. The Customer shall be liable for the acts and omissions of an End User.
- 11.5 The Customer warrants that an End User is acting on the authority of the Customer and PurpleUC is entitled to rely on an End User Data which they provide.

- 11.6 The Customer shall procure that End User Data does not (i) contain any content that is libellous, defamatory, obscene, pornographic or sexually explicit, abusive or otherwise violates any laws, statutes, regulations or codes from time to time in force; (ii) infringe the Intellectual Property Rights of any third party; or (ii) contain viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful, or any other codes, files or programs designed to damage, interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment.
- 11.7 The Customer shall promptly notify PurpleUC in the event of any known or suspected (i) unauthorised access or use of any part of the Services or any usernames or passwords including loss, theft, or unauthorised disclosure thereof or (ii) breach of security.
- 11.8 The Customer shall ensure that an End User is fully informed of how PurpleUC will process personal data as set out herein, and will obtain all necessary consents from an End User in respect thereof. Such processing is necessary for the performance of this Contract and for the purposes of PurpleUC and its licensors legitimate interests.

12 Data

- 12.1 All Intellectual Property Rights in End User Data as provided to PurpleUC shall remain the Customer's, an End User's or its third party licensors' property. PurpleUC or its third party licensors retain the ownership of any third party data displayed or otherwise made available through the Services. The Customer expressly disclaims any right to the same other than the licence granted herein.
- 12.2 The Customer hereby grants to PurpleUC a non-exclusive, royalty-free, perpetual, worldwide licence to host, use, copy, store, collect, process, transmit, retain, publish and display End User Data: (i) to the extent permitted in this Contract or as otherwise necessary for the purposes of the provision of any part of the Service to the Customer and an End User; or (ii) to enable PurpleUC to perform its obligations hereunder, or under any third party licence.
- 12.3 The Customer hereby grants to PurpleUC a non-exclusive, royalty-free, perpetual, worldwide licence to use an End User Data on an anonymous basis such that PurpleUC may aggregate such anonymised End User Data with the anonymised data of its other customers and any third parties. Ownership of such anonymised and aggregated data and all Intellectual Property Rights thereto, will belong to PurpleUC or shall immediately vest in PurpleUC upon its creation (as the case may be).
- 12.4 The Customer is responsible for the legality, reliability, integrity, accuracy, completeness and quality of End User Data. PurpleUC does not purport to monitor, and accepts no responsibility for monitoring, End User Data.

13 Audit

- 13.1 Where PurpleUC has a reasonable suspicion that the Customer is in breach of the Contract, the Customer shall permit PurpleUC and its nominated advisers to inspect and have access to any premises and hardware at or on which the Service is being accessed or used, and have access to any records kept in connection with this Contract, for the purposes of ensuring that the Customer is in compliance with the terms of this Contract. PurpleUC (or its nominated advisers) shall provide prior notice to the extent reasonably possible and shall conduct any audit during standard business hours on Business Days. The Customer warrants that it shall provide all reasonable co-operation, access and assistance in relation to each audit. If an audit identifies that the Customer has underpaid any Charges, the Customer shall pay PurpleUC the amount of the under-payment

together with its reasonable audit costs within fourteen (14) days from the date of an invoice for the same. PurpleUC shall use its reasonable efforts to provide reasonable notice to the Customer of any audit.

14 Confidentiality, Data Protection, and Information Disclosure

- 14.1 Each party shall maintain the confidentiality of all information relating to the other party's business, whether written, oral, or otherwise stored. This includes, but is not limited to, details about products, services, technology, marketing strategies, pricing structures, employees, contractors, customers, suppliers, and proprietary processes. No such confidential information may be disclosed without the prior written consent of the other party, which shall not be unreasonably withheld or delayed. Disclosure is permitted only to their own employees, professional advisers, or employees within their affiliated companies who require the information to provide advice or to perform obligations or exercise rights under the Contract.
- 14.2 In addition to the obligations stated in clause 14.1, the Customer shall strictly protect the confidentiality of information relating to the Established Assets, PurpleUC Equipment, PurpleUC Rights, Deliverables, Goods, and/or Services, whether such information is written, oral, or stored in any other form. Disclosure of such confidential material is restricted to the Customer's employees, agents, or subcontractors who must be informed in order to fulfil the Customer's rights and obligations under the Contract. The Customer must ensure these parties are bound by confidentiality obligations similar to those imposed on the Customer.
- 14.3 Clause 14 does not apply to:
 - 14.3.1 Information that is already public knowledge, provided this was not due to a breach of the Contract.
 - 14.3.2 Information that was lawfully in the recipient's possession prior to its disclosure under this Contract.
 - 14.3.3 Information received from a third party who had no obligation of confidentiality.
 - 14.3.4 Information that a party is compelled to disclose by law or any regulatory authority, which includes any information PurpleUC must disclose concerning the Customer's use of the Goods and/or Services.
- 14.4 In instances where PurpleUC functions as a data processor while delivering the Goods and/or Services, both parties are obligated to adhere to the specific roles and responsibilities detailed in the attached Data Processing Schedule.
- 14.5 The Customer acknowledges and agrees that PurpleUC may use and disclose information about the Customer, End Users of any Goods and/or Services, and the Customer's account with PurpleUC to third parties. This includes any Personal Data necessary for fraud prevention, debt collection, credit management, provision of emergency services data, compliance with legal or regulatory requirements, or in connection with the sale of all or part of PurpleUC's business. Third parties may include, but are not limited to, debt collection agencies, credit reference agencies, financial institutions, emergency service organisations, and other suppliers of goods and services.

15 Liability

- 15.1 This clause establishes the full extent of PurpleUC's liability to the Customer, including liabilities incurred through the actions or omissions of its employees, agents, consultants, and subcontractors. PurpleUC's liability encompasses:
 - 15.1.1 Any breach of the Contract.
 - 15.1.2 Any use of the Goods, Services, PurpleUC Equipment, Established Assets, PurpleUC Rights, and/or the Deliverables, or any part thereof, by the Customer or its employees, agents, and/or subcontractors.
 - 15.1.3 Any representation, statement, or tortious act or omission, including negligence, arising under or in connection with the Contract.
- 15.2 Except as expressly provided in the Contract, all warranties, conditions, representations, and other terms implied by statute or common law are excluded from the Contract to the fullest extent permitted by law.
- 15.3 Nothing in these Terms shall serve to limit or exclude the liability of PurpleUC:
 - 15.3.1 For death or personal injury arising from the negligence of PurpleUC or the negligence of its employees acting in the course of their employment.
 - 15.3.2 For any damage or liability that the Customer sustains due to fraudulent misrepresentation or fraud committed by PurpleUC.
 - 15.3.3 For any other liability which cannot be excluded or limited by law.
- 15.4 Subject to the provisions of clauses 15.3, 15.5, and 17.8, the total liability of PurpleUC, whether in contract, tort, including negligence or breach of statutory duty, misrepresentation, restitution, or otherwise, arising from the performance, non-performance, or contemplated performance of the Contract, shall be limited as follows:
 - 15.4.1 If PurpleUC fails to deliver the Goods in full or if the delivered Goods do not materially comply with the descriptions in the Order Form, PurpleUC will, at its discretion, either deliver the undelivered Goods, replace the Goods, or refund the Customer's payment, contingent upon the Customer notifying PurpleUC in writing within 14 business days of the delivery or the scheduled delivery date.
 - 15.4.2 If the Services fail to comply materially with the descriptions or specifications in the Order Form, PurpleUC commits to use reasonable efforts to correct this, as stipulated in Clause 3.
 - 15.4.3 Without prejudice to the foregoing, the liability of PurpleUC under or in connection with the Contract, for each claim or series of connected claims, shall not exceed the greater of 100% of the total Charges paid by the Customer in the 12 months preceding the claim, or £2,500.
 - 15.4.4 PurpleUC's total aggregate liability for any loss, destruction, corruption, degradation, inaccuracy, or damage to the Customer's data shall not exceed £1,000,000 (one million pounds) per annum, commencing on the Service Commencement Date and on each anniversary thereof.
- 15.5 Subject to clause 15.3, PurpleUC shall not be liable for:
 - 15.5.1 Loss of profits, loss of business, loss of data, loss of reputation, depletion of goodwill, or similar losses; loss of anticipated savings; loss of goods; loss of contract; loss of use; loss or corruption of data or information, whether such losses are direct,

indirect, special, consequential, or purely economic, and whether they are reasonably foreseeable or otherwise.

- 15.5.2 Any loss, damages, costs, expenses, or other liabilities that are suffered or incurred due to a failure to perform its obligations, to the extent that such failure is caused by any act, default, or negligence of the Customer or its officers, employees, agents, or subcontractors. This includes circumstances where the Goods and/or Services are used with equipment not approved by PurpleUC.
- 15.5.3 loss of profits, loss of business, loss of data, loss of reputation, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of use, loss or corruption of data or information (in each case whether direct or indirect) and/or any special, indirect, consequential or pure economic loss, whether the same are direct, indirect or consequential and whether reasonably foreseeable or otherwise; and/or

- 15.6 The Customer agrees to indemnify and hold harmless PurpleUC against any actions, claims, proceedings, demands, costs (including legal costs), expenses, damages, and other losses incurred or suffered by PurpleUC arising from any third-party supplier claims. This indemnification applies to the extent that such claims result from any breach, or threatened breach, of the Contract and/or any applicable license terms by the Customer, its employees, agents, or contractors.
- 15.7 Each clause from 15.1 to 15.6 (inclusive) is intended to be construed as a separate and independent provision. Therefore, if any provision within these clauses is held to be invalid, unreasonable, or unenforceable under any circumstances, it will not affect the validity or enforceability of the remaining provisions.
- 15.8 The Supplier has given commitments as to compliance of the Goods and Services with relevant specifications. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

16 Variations to this Contract

- 16.1 Without prejudice to clauses 3.3 and 6.8, PurpleUC may vary:
- 16.2 The Terms periodically by posting updates at purpleuc.com/terms and/or notifying the Customer. These changes will become effective immediately upon the update being posted or the Customer receiving notice.
- 16.3 The Product Terms periodically by posting updates at purpleuc.com/terms and/or notifying the Customer. These changes will become effective immediately upon the update being posted or the Customer receiving notice.
- 16.4 Any details in any Order Form, including Charges, by giving the Customer written notice. These amendments will take effect at least 30 days after the notice date and may be communicated via email or other reasonable means.
- 16.5 The Customer may dispute any material change to the Contract, including changes to the Charges but excluding those made under clause 6.8, by submitting a written notice of dispute to PurpleUC within 30 days of receipt of notice of the change, detailing the reasons for the dispute. Both parties shall then engage in good faith negotiations to resolve the dispute. If no resolution is reached within 30 days from the Customer's notice of dispute, the Customer may terminate the Contract by providing at least 30 days' notice to PurpleUC. During this notice period, the terms of the Contract prior to the disputed variation will apply. Should PurpleUC withdraw the disputed change within 30 days of

receiving the Customer's termination notice, any termination notice issued by the Customer will become null and void.

17 General

- 17.1 All notices, approvals, consents, and other communications required under this Contract must be in writing. They should be delivered by email to the designated addresses:
 - 17.1.1 Communications to PurpleUC should be sent to customernotices@purpleuc.com or to any other address that PurpleUC subsequently notifies the Customer.
 - 17.1.2 Communications to the Customer should be sent to the email address listed on the Order Form, or to any other address that the Customer has notified PurpleUC in writing for the purpose of receiving invoices.
- 17.2 Each right or remedy of a party under this Contract is without prejudice to any other right or remedy such party may have.
- 17.3 Should any provision of this Contract, or part thereof, be deemed invalid, illegal, or unenforceable by a court or competent authority, the parties will negotiate in good faith and use reasonable endeavours to amend such provision to ensure it is legal, valid, and enforceable while closely aligning with the parties' original commercial intentions. Failing such agreement, the offending provision or part will be considered excluded from this Contract to the necessary extent, without affecting the validity and enforceability of the remaining provisions.
- 17.4 A waiver of any right or remedy under this Contract is only valid if it is in writing. Any failure or delay by a party in enforcing any right or remedy does not constitute a waiver of that right or remedy, nor does it prevent or restrict its further exercise. No single or partial exercise of any right or remedy will prevent or restrict the further exercise of that or any other right or remedy. A waiver of any breach or default will not constitute a waiver of any subsequent breach or default and does not affect the other terms of the Contract.
- 17.5 Unless explicitly stated in this Contract, no term of this Contract is enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.
- 17.6 The Customer is not entitled to assign or transfer any of its rights or obligations under this Contract without the prior written consent of PurpleUC. Such consent is not to be unreasonably withheld.
- 17.7 PurpleUC may at its discretion assign, transfer, subcontract, delegate, or otherwise deal with any or all of its rights and obligations under this Contract without requiring consent from the Customer.
- 17.8 Neither party shall be liable for any failure to perform, or delay in performing its obligations under this Contract, except for obligations to make payments, when such failure or delay is due to acts, events, omissions, or accidents beyond their reasonable control. This includes, but is not limited to, strikes, lockouts, industrial disputes, whether involving PurpleUC's workforce, staff or any other party, failures of utility services or transport networks, acts of God, war, terrorism, riot, civil commotion, malicious damage, compliance with any law or governmental order, accident, breakdown of plant or machinery, fire, flood, storm, and defaults of suppliers or subcontractors (a "Force Majeure Event").
- 17.9 During the Contract term and for 12 months post-termination, the Customer shall not directly or indirectly solicit any of PurpleUC's employees, workers, or agents who were employed at any time during the last year of the Contract. In the event of a breach of this clause, the Customer agrees to compensate PurpleUC with 40% of the individual's last

annual gross salary or fees. The Customer acknowledges this amount as a genuine pre-estimate of PurpleUC's loss resulting from such breach.

17.10 This Contract, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by and construed in accordance with English Law.

17.11 The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Contract.

18 Dispute Resolution

18.1 If a dispute arises under this Contract, including disputes about invoices, performance of Services, or any claims arising under domestic or international law connected to this Agreement, the parties agree to use all reasonable endeavours to resolve the matter in good faith. Initially, designated contact persons from PurpleUC and the Customer must attempt to resolve the dispute through discussions.

18.2 If these discussions do not resolve the dispute promptly, either party may escalate the issue by notifying the other party. Subsequently, each party shall nominate a director or CEO to meet within 14 days, or a shorter period if agreed upon, to attempt to resolve the dispute.

18.3 If the dispute is still unresolved after director-level discussions, and if PurpleUC elects, both parties agree to enter into formal mediation. The mediation will be conducted by an externally appointed mediator, to be agreed upon by both parties within 14 days. The mediation shall take place at a mutually agreed location and time.

18.4 The parties must follow the procedures in clause 18 before commencing arbitration or issuing court proceedings, except in cases where urgent injunctive or declaratory relief is sought.

1 Data Processing Schedule

1.1 Definitions and Interpretations

The following terms used within this Data Processing Schedule shall have the meanings ascribed to them below:

“Controller” means the natural or legal person, public authority, agency, or other body which, alone or jointly with others, determines the purposes and means of processing personal data.

“Customer Data” means any Personal Data provided to or accessed by PurpleUC by or on behalf of the Customer or an End User for processing under the terms of the Contract.

“Data Protection Legislation” encompasses all applicable laws and regulations relating to the processing of personal data and privacy, including the UK GDPR (as implemented pursuant to the European Union (Withdrawal) Act 2018), the Data Protection Act 2018, the Regulation of Investigatory Powers Act 2000, and the Privacy and Electronic Communication Regulations 2003, along with any amendments, re-enactments, or equivalent legislation in the UK.

“Data Subject” is an identifiable natural person about whom Personal Data is held by a Controller. Under the Contract, this includes individuals whose details are provided to PurpleUC by the Customer.

“GDPR” means the General Data Protection Regulation (EU) 2016/679 as transposed into domestic legislation of each Member State and as amended, replaced, or superseded.

“Personal Data” is defined as per the GDPR.

“Processor” denotes a natural or legal person, public authority, agency, or other body that processes Personal Data on behalf of the Controller.

“Services” are the services specified in the Contract provided by PurpleUC.

“Sub-processor” is a natural or legal person, public authority, agency, or other body engaged by the Processor to process Personal Data for specific processing activities on behalf of the Controller.

“Supervisory Authority” means an independent public authority established by a Member State pursuant to Article 51 of GDPR.

1.2 General

- 1.2.1 Both parties agree to comply with all applicable obligations under the Data Protection Legislation and the provisions set forth in this Data Processing Schedule.
- 1.2.2 Regarding the Customer Data, it is acknowledged that the Customer acts as the Controller, and PurpleUC acts as the Processor.
- 1.2.3 The Customer must ensure that it has obtained all necessary and appropriate consents and notices to lawfully transfer the Customer Data to PurpleUC for the duration and purposes outlined in the Contract.

1.3 Controller Obligations

- 1.3.1 The Customer undertakes and warrants that all instructions provided to PurpleUC concerning the processing of Customer Data are lawful. These instructions shall at a minimum include:
 - (1) The nature and purpose of the processing of the Customer Data.
 - (2) The types of Personal Data to be processed.
 - (3) The categories of Data Subjects whose Personal Data is to be processed.

(4) Details of the processing activities shall be as specified in the applicable Order Form(s).

1.4 Processor Obligations

1.4.1 Where the performance of the Services or other obligations under the Contract involves PurpleUC processing Customer Data, PurpleUC, acting as the Processor, shall:

- (1) Process Customer Data only in accordance with the Contract and the Customer's instructions, unless required by EU, Member State, or UK law to which PurpleUC is subject. If such legal requirements exist, PurpleUC shall inform the Customer of this, unless prohibited by the law for important public interest reasons.
- (2) Assist the Customer by implementing appropriate technical and organisational measures to help fulfil the Customer's obligations concerning Data Subject rights under the Data Protection Legislation, insofar as this is possible.
- (3) Implement all necessary security measures as required under the Data Protection Legislation, including Article 32 of GDPR. Upon reasonable request from the Customer, PurpleUC will provide a written description and rationale for the technical and organisational measures in place or planned for protecting Personal Data against unauthorized or unlawful processing and accidental loss.
- (4) Taking into consideration the information available to PurpleUC, assist the Customer in ensuring compliance with their obligations concerning:
 - (a) Security of Personal Data (Article 32 GDPR);
 - (b) Notification of Personal Data breaches to the Supervisory Authority (Article 33 GDPR);
 - (c) Communication of Personal Data breaches to Data Subjects (Article 34 GDPR);
 - (d) Conducting Data Protection Impact Assessments (Article 35 GDPR);
 - (e) Consulting the Supervisory Authority in cases of high-risk processing (Article 36 GDPR), taking into account the nature of the processing and the information available to PurpleUC.
- (5) Inform the Customer without undue delay upon becoming aware of any security breach resulting in accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Data.
- (6) Ensure that any person authorized to process the Customer Data is committed to confidentiality or is under an appropriate statutory obligation of confidentiality.
- (7) Upon expiry or termination of the Contract, cease to use the Customer Data and, as directed by the Customer, safely return or destroy it, unless the retention of any Personal Data is required by EU, Member State, or UK law or an exemption under GDPR applies.

1.5 The Parties recognise that PurpleUC may from time to time process Personal Data for any and all categories of Data Subjects over which the Customer exercises control. This will include log-in credentials, names, contact details and roles, and other Personal Data relating to the Client's employees and End Users, but also names, contact details and other types of Personal Data relating to Data Subjects who are or are connected with the Customer's clients and commercial contacts, or other third parties on whom the Controller otherwise holds and processes Personal Data.

1.6 Right to Audit

- 1.6.1 Upon receiving a reasonable request from the Customer, PurpleUC agrees to provide, within 30 days, any documentation or records necessary to allow the Customer to verify and monitor PurpleUC's compliance with its data protection and security obligations under this Data Processing Schedule.
- 1.6.2 If the Customer reasonably believes that the provided documentation is insufficient to meet the obligations of Article 28 of the GDPR, the Customer is entitled to conduct, no more than once per year, an on-site audit of PurpleUC's premises and systems involved in the Service. PurpleUC will facilitate such an audit to confirm compliance with its data protection and security obligations.
- 1.6.3 Any audit conducted by the Customer will be at the Customer's expense, under PurpleUC's supervision, and conducted in a manner that does not disrupt, delay, or interfere with PurpleUC's business operations.

1.7 Sub-Processors

- 1.7.1 When PurpleUC engages third-party suppliers or subcontractors to act as Sub-processors for Customer Data, PurpleUC will:
 - (1) Enter into a legally binding written agreement with each Sub-processor that imposes data protection obligations equivalent to those set out in this Data Processing Schedule, particularly obligations that provide sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing meets GDPR requirements.
 - (2) Remain liable for any acts or omissions by a Sub-processor that fails to comply with the data protection obligations outlined in this Data Processing Schedule.
 - (3) Upon request, provide the Customer with information regarding any Sub-processors engaged. The Customer reserves the right to object to the engagement of new Sub-processors.

1.8 International Transfers

- 1.8.1 PurpleUC shall not transfer Customer Data outside of the UK or the European Economic Area (EEA) to Sub-processors or for other reasons, except as necessary for the proper performance of the Services. If Customer Data must be transferred outside the UK or EEA:
 - (1) PurpleUC shall ensure appropriate safeguards as outlined in Article 46 of the GDPR are in place to lawfully transfer the Personal Data to third countries.
 - (2) PurpleUC shall ensure that data subjects have enforceable rights and effective legal remedies.
 - (3) PurpleUC shall comply with any reasonable instructions provided in advance by the Customer concerning the processing of the Personal Data
 - (4) Purple UC shall enter into a data processing agreement such party based on the standard contractual clauses provided by the ICO.