SALES ORDER ACKNOWLEDGEMENT ("SOA")
SERVICES ONLY

Mitel Quote or PO#:<u>TBC</u>

Driver & Vehicle Licensing Agency DVLA ("Customer")	Signature:
Principal Place of Business (Address): Longview Road, Morriston, Swansea, SA6 7JL	Name/Title: **XXXXXX "redacted under FOIA section [40 Personal Information]"** Date: **31/01/2023**

Customer and **Mitel Networks Limited** ("Mitel") agree as follows:

1. Quote.   For the purchase of services and/or support by Customer ("Services"), Mitel will issue a quote describing the Services to be provided along with the fees for the Services ("Mitel Quote"). To the extent Customer places, and Mitel accepts, a P.O. for the Services, each order will constitute a contract between the parties which shall be governed exclusively by the terms and conditions of this SOA and the applicable Mitel quote, even if Customer does not refer to this SOA on the P.O.

2. Services. Mitel agrees to provide the Services at the site and on the dates specified in the Mitel Quote, or as otherwise agreed by the parties in writing. Services will be deemed accepted by Customer upon delivery by Mitel.

3. Confidentiality. Customer shall maintain in confidence and prevent the unauthorized use, disclosure, copying or publication of any information which is designated by Mitel as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by Customer using reasonable business judgment to be confidential.

4. Services Warranty. All Services provided hereunder will be performed in a good and workmanlike manner consistent with standard communications industry practice.
THE WARRANTY SET FORTH IN THIS SECTION IS IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, FROM MITEL OR ITS SUPPLIERS. THERE ARE NO OTHER REPRESENTATIONS THAT EXTEND BEYOND THE FACE OF THIS WARRANTY. ALL OTHER WARRANTIES OR CONDITIONS WHATSOEVER, INCLUDING THE WARRANTY OF MERCHANTABILITY & THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED & DISCLAIMED.

5. Limitation of Liability. Except for the provisions related to confidentiality: (i) in no event shall either party be liable to the other for consequential, indirect, special or general damages arising from any claim or action based on contract, tort or other legal theory; and (ii) direct damages shall not exceed the amount payable to Mitel under this SOA. Mitel shall not be liable for loss of data, the inability to use data, damage or expense arising from the use or inability to use the Services, whether or not Mitel has received notice of the possibility of such damages.

6. Payment. Services Price: £_____.   Payment shall be made thirty (30) days from the date of an invoice ("Payment Due Date"). Customer shall pay any applicable taxes and governmentally imposed fees arising from its purchase under this SOA, or provide a tax exemption certificate prior to invoicing. If payment is not received by the Payment Due Date, Mitel may, in its sole discretion, (i) terminate this SOA and retain all sums paid after giving fifteen (15) days prior written notice to cure and/or (ii) suspend performance of any service under any Mitel Quote immediately without notice until such payments are received by Mitel. Any amounts that remain unpaid by Customer after the cure period will be subject to the lesser of two percent (2%) monthly interest rate or the maximum rate allowed by law.

7. Export. Systems, products, material, services, technology, tools and technical data delivered by Mitel to Customer ("Deliverables") may be subject to Canadian, UK and/or US export controls or the trade laws of other countries. Customer agrees not to release or re-export the Deliverables without prior written consent of an authorized representative of Mitel. Customer will not use or provide Deliverables for nuclear, missile, or chemical and biological weaponry end uses and will not divert such to third parties who are military end users or are involved in military end users without the prior written approval of Mitel. Customer certifies that all Mitel products, services and technology will be used or installed solely making or receiving secure internal and external telephone calls as designed by Mitel.

8. General. *Force Majeure* - Neither party shall be held liable for a breach of its obligations under this SOA resulting from (i) force majeure events or (ii) conditions beyond the reasonable control of the party that failed to perform, but shall remain obligated to perform as soon as commercially practicable. *Claims* - Any claim or suit arising from this SOA must be brought by the Customer within eighteen (18) months from the date that the cause of action accrued.   *Publicity -* Each party agrees not to make public announcements regarding the other party's name in any way or to make any disclosure regarding the content of this Agreement, or joint initiatives without the prior written consent of the other Party. However, Customer agrees that Mitel may profile or disclose Customer as a customer in standard marketing materials, including press releases, corporate presentations, digital properties or other marketing vehicles, as Mitel deems appropriate.   *Subcontracting* – Mitel may subcontract its obligations under this SOA, but will remain responsible for such obligations. *Applicable Law -* This SOA shall be interpreted under the laws of England. *Entire Agreement* - This SOA, together with any quote, expresses the entire agreement of the parties and supersedes any prior agreement or negotiation between the parties. There is no other understanding, agreement or representation, including any requests for proposal of Customer and responses of Mitel, or P.O.s issued in support of this SOA, that in any way limits, extends, defines or relates to this SOA. Any terms or conditions of a PO or other document that purports to add, delete or otherwise amend this Agreement shall be null and void. In the event of any conflict between the terms of this Agreement or any Mitel Quote, precedence will follow in that order. *Counterparts* - This SOA may be executed in counterparts. The counterparts shall be construed together and shall constitute one and the same

original agreement. Signature by Customer on this SOA communicated by electronic transmission, such as PDF, e-mail or facsimile, will constitute execution of this SOA.