



Issue date: 9 February 2022

IGV-815

Igloo Vision Ltd.
Unit 2, Craven Court
Stokewood Road
Craven Arms, Shropshire
United Kingdom, SY7 8PF

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CONTRACT ORDER FORM

An agreement between parties:

- 1) DSTL (MOD) Porton Down, Salisbury, Wiltshire, SP4 0JQ, UK (The Customer)
And
- 2) Igloo Vision Ltd, Unit 2, Craven Court, Stokewood Rd, Craven Arms, Shropshire, UK, SY7 8PF.
(The Supplier)

Customer is ordering the following Hardware and Software (the "**System**") from Igloo Vision Ltd:

System Description: Purchase of Igloo 4m x 4m immersive Workspace R & D installation

Delivery to DSTL Porton Down: Exact location to be provided by DSTL.

Delivery date: to be confirmed.

Equipment & Purchase breakdown as detailed in agreed Igloo quote: IGV-Q00002599

Description	COST- GBP
Custom System: 4 x 4 Immersive workspace Redacted under FOIA Section 43 – Commercial Interest	Redacted under FOIA Section 43 – Commercial Interest
Delivery: Shipping to the site from UK depot.	
Igloo AEC Pack: Redacted under FOIA Section 43 – Commercial Interest	



The Igloo Elite training course includes: Introduction call from Igloo Trainer to introduce themselves and help understand the specific requirements for the client. Redacted under	Redacted under FOIA Section 43 – Commercial Interest
IMP III Package: Redacted under FOIA Section 43 – Commercial Interest	
Installation: Installation of Igloo solution Redacted under FOIA Section 43 – Commercial Interest	
Pre-Installation Site Visit: by project manager	
Project Management – 7 days: Project Manager assigned to the project. The Project Manager will: undertake client project calls/ touchpoints, develop the scope-of-works, consult on enabling works, issue the Igloo readiness criteria and assess site readiness, manage internal Igloo project processes, plan logistics.	
Service Level Agreement: Standard Igloo Vision SLA (can be updated or changed if needed)	
Sub Total	GBP 201,370.00
Vat @ 20%	GBP 40,274.00
TOTAL Purchase Price	GBP 241,644.00

Customer contact Redacted under FOIA Section 40 - Personal Information

Shipping:

- **Shipping/Freight: DAP Incoterms apply.** Any Import/customs taxes incurred in delivery of goods are responsibility of Customer
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Igloo Vision Technical Clarifications:

- 1- Igloo Vision proposal is based on:
 - a. Having continuous and uninterrupted access to work site.
 - b. Work site shall be clean and dust free.
 - c. Having safe access and egress at all times.
 - d. Having no other working parties within the work area.
 - e. All permits (if any) will be signed prior to arrival on site.
 - f. Igloo Vision execution of Works as detailed in **Igloo Quotation: IGV-Q00002599**
- 2- Client shall assure a stable and vibration-free projection room. This is necessary for a successful operation of the System.
- 3- Any tasks not specifically identified in this proposal as being an Igloo Vision responsibility are not included.
- 4- All alterations and variations are to be agreed, costed and signed for prior to any work being carried out.

5- Client shall provide the following:

- a. As-Built Architectural design drawings of existing room/floor/building as applicable.
- b. Internet access to the system and network cabling.
- c. Office, desk, lunch location, toilet and store facilities.
- d. Ensure that site installation area is lockable for the full duration of installation phase, with restricted access to Client, Igloo Vision and Igloo Vision designated personnel.
- e. All shutdowns and isolations.
- f. Site cleaning prior to handover of the Site.
- g. All facilities/enabling works including installation air-conditioning unit as required.
- h. Floor Protection, if required.
- i. Relocation of existing facilities as required.
- j. Modification of existing fire detection/extinguishing control panel, fire zones, signage, including relocation of sprinklers, detectors etc.
- k. Removal of any equipment/materials that may hinder the installation works, if any.
- l. All lighting
- m. 240V power
- n. All access equipment such as scaffolding tower, ladders, platforms and scaffold modifications, as required.
- o. Required lifting and materials handling equipment.
- p. Materials handling and safe storage area local to work area.
- q. Skips for all waste generated while carrying out the above work local to work area.
- r. Free Parking.
- s. Provision of any security badges, passes and clearances to gain access to site.
- t. Escorted access by pass holders during installation works, if required, site dependent.
- u. Arrange for any labour clearances needed for Igloo Vision.

6- The following are excluded from Igloo Vision proposal:

- a. Design, fabrication, or installation of the interior design of the End-Customer's visualization environment, shall be the responsibility of the Customer, however Igloo Vision will work with the Customer to provide guidance if required.
- b. **No costs for Igloo design are included in budget. Any design work requested for Cube product or installation will be charged separately.**
- c. Principal Contractor Role.
- d. Providing personnel with Passport of Safety or CSCS cards.
- e. Attending site coordination meetings with Main Contractor.



- f. Attending site inductions or additional training to gain access to site which could cause delays to the schedule.
- g. Provision of any specific passes/clearances to gain access to site.
- h. Painting or paint touch up of any kind.

Quote Number IGV-Q00002599

Prepared By **Redacted under FOIA** Account Name UK Government
Email **Section 40 – Personal**
Created Date 19/01/2022
Expiration Date 31/12/2021

Project description DSTL 4 x 4 Immersive Workspace R&D installation

Product	Description	Sales Price	Quantity	Price
	4 x 4 Immersive workspace			
	Redacted under FOIA Section 43 – Commercial Interest			
Custom System				Redacted under FOIA Section 43 – Commercial Interest

Delivery	Shipping to the site from UK depot.
Igloo AEC Pack	Igloo AEC pack Redacted under FOIA Section 43 – Commercial Interest
Igloo Elite user training course	The Igloo Elite training course includes: Introduction call from Igloo Trainer to introduce themselves and help understand the specific requirements for the client. 22.5 hour (3-day) training course including; Intro modules, software modules, support modules plus optional modules. Reference material provided Redacted under FOIA Section 43 – Commercial Interest
IMP III package	



Redacted under FOIA
Section 43 – Commercial
Interest

Redacted under FOIA
Section 43 –
Commercial Interest

Installation	Installation of Igloo solution Redacted under FOIA Section 43 – Commercial Interest
Pre-Installation Site Visit	Pre-Installation Site Visit by project manager
Project Management	Project Manager assigned to the project. The Project Manager will: undertake client project calls/ touchpoints, develop the scope-of-works, consult on enabling works, issue the Igloo readiness criteria and assess site readiness, manage internal Igloo project processes, plan logistics
Service Level Agreement	Standard Igloo Vision SLA (can be updated or changed if needed)

Subtotal	GBP 201,370.00
Discount	0.00%
Total Price	GBP 201,370.00

Payment Schedule:

Status	Date	invoice	GBP Amount Excl tax	GBP Amount Incl tax
Site visit & Project Management	Feb/Mar 22	1	Redacted under FOIA Section 43 – Commercial Interest	
Custom System	Mar 22	2		
Delivery	Mar 22	3		
IMP III Package	Mar 22	4		
Igloo AEC Pack	Apr 22	5		
Igloo Training Pack	Apr 22	6		
Installation	Apr 22	7		
Standard Service Level Agreement	Apr 22	8		
Total Purchase Price			GBP 201,370.00	GBP 241,644.00

Customer must make all payments via BAC transfer (each payment must be received by Igloo Vision Ltd bank on or before the applicable date above). BAC Transfer instructions are included in Supplier invoice.

Contract Terms:

This Order Form is governed by and subject to Igloo Vision Ltd Terms & Conditions of Sale (“T&Cs”) which are incorporated into this Contract Order Form (including the limited warranties and the **DISCLAIMER OF ALL OTHER WARRANTIES** set forth therein) Accessed in Schedule 1. (p.7)



Customer acknowledges that Igloo Vision Ltd is not the manufacturer of the System and that Customer's use of the System is subject to the Licence & Agreement Relating to Intellectual Property Rights (the "IPR Agreement") which is issued by Igloo Vision Ltd.

By signing below, Customer is agreeing to this Contract Order Form and such T&Cs.

Contract Order Form and T&Cs agreed to by:

Customer: DSTL (Ministry of Defense)

Redacted under FOIA Section 40 – Personal information

Title: _____ Commercial Manager

Date: _____ 11/02/2022

Acceptance of Contract Order Form; subject to T&Cs by:

Igloo Vision Ltd.

Redacted under FOIA Section 40 – Personal information

Title: Commercial Director _____

Date: 23 February 2022 _____



SCHEDULE:

Terms & Conditions of Sale

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in these conditions.

Conditions: these terms and conditions.

Contract: these conditions together with the Particulars of Sale and the intellectual property rights agreement signed by both the Supplier and the Customer. In the event of any inconsistency between the terms of these conditions and the Particulars of Sale, the Particulars of Sale shall prevail.

Customer: the person or firm who purchases the Equipment from the Supplier.

Equipment: the equipment set out in the Particulars of Sale.

Order: means an order for the Equipment from the Supplier placed by the Customer in substantially the same form set out in the Particulars of Sale.

Particulars of Sale: the particulars of sale prepared by the Supplier for the Customer.

Supplier: Igloo Vision Limited, a company incorporated and registered in England and Wales with company number 06628206 whose registered office is at Unit 2, Craven Court, Stokewood Rd, Craven Arms, Shropshire, SY7 8PF.

VAT: value added tax chargeable under English law for the time being and any similar additional tax.

1.2 Clause headings shall not affect the interpretation of these conditions.

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 body corporate, 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.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.8 A reference to writing or written includes e-mail but not faxes.

1.9 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of these conditions) at any time.

1.10 References to clauses are to the clauses of these conditions.

1.11 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.



2. APPLICATION OF CONDITIONS

2.1 These conditions shall:

2.1.1 apply to and be incorporated in the Contract between the Supplier and the Customer; and

2.1.2 prevail over any inconsistent terms or conditions contained in or referred to in the Customer's purchase order, terms of conditions of supply, confirmation of order, or specification, or implied by law, trade custom, practice, course of dealing or pre-contract correspondence between the parties.

2.2 No addition to, variation of, exclusion or attempted exclusion of any term of the Contract shall be binding on the Supplier unless in writing and signed by a duly authorised representative of the Supplier.

3. BASIS OF SALE

3.1 Each Order by the Customer to the Supplier shall be an offer to purchase the Equipment subject to the Contract including these Conditions.

3.2 If the Supplier is unable to accept an Order, it shall notify the Customer as soon as reasonably practicable

3.3 The Supplier may accept or reject an Order at its discretion. A binding contract shall not come into existence between the Supplier and the Customer unless and until the Particulars of Sale have been signed by both parties, either as a single document or as two identical counterparts, of which each party has signed one.

4. QUANTITY AND DESCRIPTION

4.1 The quantity and description of the Equipment shall be as set out in the Particulars of Sale.

4.2 All samples, drawings, descriptive matter, specifications and advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues, brochures, websites or correspondence are issued or published for illustrative purposes only and they do not form part of the Contract.

4.3 Any typographical, clerical or other error or omission in any sales literature, quotation, acceptance of offer, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.

4.4 The Supplier reserves the right (but does not assume the obligation) to make any changes in the specification of the Equipment which are required to conform with any applicable legislation or, where the Equipment is to be supplied to the Customer's specification, which do not materially affect their quality or performance. Where the Supplier is not the manufacturer of the Equipment, the Supplier shall use reasonable endeavours to transfer to the Customer the benefit of any warranty or guarantee given by the manufacturer to the Supplier.

4.5 The Supplier's employees, contractors and agents are not authorised to make any representations or contractually binding statements concerning the Equipment.

5. GOODS TO BE PURCHASED

5.1 In consideration of the Price, the Supplier shall sell and the Customer shall purchase the Equipment.

5.2 The Supplier reserves the right to substitute alternative component parts of the Equipment provided that functionality is not adversely affected and the substitute parts are not of a lesser quality or performance.

5.3 The Supplier will supply, as part of the Equipment, a full set of operation and maintenance manuals in the English language. Such manuals (including diagrams, drawings and data supplied with them) shall be



subject always to clause 14.1 and may be used only by the Customer or the Customer's representative in connection the operation or maintenance of the Equipment and may not be copied.

- 5.4 The Equipment will be designed and manufactured by the Supplier to comply with all technical and regulatory requirements of the United Kingdom. The Customer will be solely responsible for obtaining and complying with all applicable regulations, rules and laws pertaining to the use and operation of the Equipment at the place where it is to be located. The Supplier shall use reasonable endeavours to provide all technical information and design data to enable the Customer to obtain such regulatory approval for use and operation should it be necessary.

6. PRICE

The price is as set out in the Particulars of Sale (**Price**). The Price shall be exclusive of anything not set out in the Particulars of Sale.

7. PAYMENT

- 7.1 The Supplier shall issue invoices to the Customer for the Price as follows:

- 7.1.1 The Price shall be invoiced as set out in the Particulars of Sale;

- 7.2 Without prejudice to any other rights of the Supplier set out in these conditions or otherwise, the Customer acknowledges that in the event of termination of the Contract (other than by reason of default of the Supplier), the Supplier shall be entitled to retain 10% of the Price which shall be forfeited by the Customer.

- 7.3 The terms of payment shall be a deposit invoice due for immediate payment on receipt, thereafter within 30 days of the date of the Supplier's invoice.

- 7.4 If the Customer fails to make payment in full on the due date, the whole of the balance of the price of the Equipment then outstanding shall become immediately due and payable and, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to:

- 7.4.1 terminate the Contract and/or suspend any further deliveries of Equipment to the Customer and/or suspend any commissioning of the Equipment;
- 7.4.2 appropriate any payment made by the Customer to such of the Equipment as it thinks fit (despite any purported appropriation by the Customer);
- 7.4.3 charge interest on the amount outstanding from the due date to the date of receipt by the Supplier (whether or not after judgment), at the annual rate of 4% above the base lending rate from time to time of Barclays Bank plc, accruing on a daily basis and being compounded quarterly (being each three months after the original due date for payment) until payment is made, whether before or after any judgment. The Supplier reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998;
- 7.4.4 suspend all further manufacture, delivery, installation or warranty service until payment has been made in full;
- 7.4.5 make a storage charge for any undelivered Equipment at its current rates from time to time;
- 7.4.6 stop any Equipment in transit; and
- 7.4.7 a general lien on all Equipment and property belonging to the Customer, exercisable in respect of all sums lawfully due from the Customer to the Supplier. The Supplier shall be entitled, on the expiry of 14 days' notice in writing, to dispose of such Equipment or property in such manner and at such price as it thinks fit and to apply the proceeds towards the amount outstanding.



7.5 All sums payable to the Supplier under the Contract shall become due immediately on its termination, despite any other provision of the Contract. This condition is without prejudice to any right to claim for interest under the law, or any right under the Contract.

7.6 The Supplier may, without prejudice to any other rights it may have, set off any liability of the Customer to the Supplier against any liability of the Supplier to the Customer.

8. DELIVERY OF EQUIPMENT

8.1 The Supplier shall use its reasonable endeavours to deliver the Equipment (either itself or through its nominated carrier) on the date or dates specified in the Particulars of Sale, but any such date is approximate only. Time is not of the essence as to the delivery of the Equipment and the Supplier is not liable for any delay in delivery, however caused.

8.2 The Equipment may be delivered by the Supplier in advance of the delivery date set out in the Particulars of Sale on giving reasonable notice to the Customer.

8.3 Delivery shall be made during normal business hours (excluding bank or public holidays). The Supplier may levy additional charges for any deliveries made outside such hours at the Customer's request.

8.4 The Customer shall be responsible (at the Customer's cost) for preparing the delivery location for the delivery of the Equipment and for the provision of all necessary access and facilities reasonably required to deliver and install the Equipment (including the supply and operation of full mechanical handling of the Equipment into its required position with all required electric power and other services). If the Supplier is prevented from carrying out delivery or installation on the specified date because no such preparation has been carried out additional costs will be incurred to re-imburse Supplier for any labour & logistical costs (including storage) incurred outside of agreed budget.

8.5 The Customer must observe all instructions for use, cautionary notices and other technical notices and information from time to time supplied by Seller in relation to the Equipment.

8.6 The Equipment shall be deemed delivered on completion of unloading only of the Equipment at the delivery location set out in the Particulars of Sale by the Supplier or its nominated carrier (as the case may be).

8.7 The Supplier may deliver the Equipment in instalments. Any delay or defect in an instalment shall not entitle the Customer to cancel any other instalment.

8.8 If 30 business days following the due date for delivery of the Equipment, the Customer has not taken delivery of or collected them, the Supplier may resell or otherwise dispose of the Equipment without any obligation or liability to the Customer.

9. ACCEPTANCE

9.1 The Customer shall immediately after commissioning inspect the Equipment and forthwith sign an acceptance certificate recording the acceptance by the Customer of the Equipment.

9.2 When the Customer signs the acceptance certificate, it is deemed to have accepted the Equipment it shall be conclusively presumed to be in all respects in conformity with the Contract and free from any defect or damage which would be apparent on examination of the Equipment.

10. RISK AND PROPERTY

10.1 The Equipment shall be at the risk of the Supplier until delivery of the Equipment in accordance with clause 8.



- 10.2 Title to the Equipment shall pass to the Customer on signature of the acceptance of the Equipment in accordance with condition Acceptance, or (if later) when the Supplier has received in full in cleared funds all sums due to it in respect of:
- 10.2.1 the Equipment; and
- 10.2.2 all other sums which are or which become due to the Supplier from the Customer on any account.
- 10.3 Until ownership of the Equipment has passed to the Customer under condition, the Customer shall:
- 10.3.1 hold the Equipment on a fiduciary basis as the Supplier's bailee;
- 10.3.2 store the Equipment (at no cost to the Supplier) in satisfactory conditions and separately from all the Customer's other equipment or that of a third party, so that it remains readily identifiable as the Supplier's property;
- 10.3.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Equipment; and
- 10.3.4 on delivery to Customer premises keep the Equipment insured on the Supplier's behalf for its full price against all risks with a reputable insurer to the reasonable satisfaction of the Supplier, ensure that the Supplier's interest in the Equipment is noted on the policy, and hold the proceeds of such insurance on trust for the Supplier and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.
- 10.4 The Customer's right to possession of the Equipment before ownership has passed to it shall terminate immediately if any of the circumstances set out in condition arise or if the Customer encumbers or in any way changes the Equipment, or if the Customer fails to make any payment to the Supplier on the due date.
- 10.5 On termination of the Contract for any reason, the Supplier's (but not the Customer's) rights in this condition shall remain in effect.
- 10.6 The Supplier may appropriate payments by the Customer to such Equipment as it thinks fit, notwithstanding any purported appropriation by the Customer to the contrary, and may make such appropriation at any time.

11. WARRANTY

- 11.1 The Supplier warrants to the Customer that, for a period of 90 days of delivery, the Equipment conforms in all material respects to the Order, is free from material defects in design, material and workmanship and is of satisfactory quality within the meaning of the Sale of Goods Act 1979.
- 11.2 Where the Supplier is not the manufacturer of a component of the Equipment, the Supplier shall use reasonable endeavours to transfer to the Customer the benefit of any warranty or guarantee given by the manufacturer to the Supplier.
- 11.3 The Supplier shall not be liable for a breach of the warranty contained in this clause given unless:
- 11.3.1 the Customer gives written notice of the defect to the Supplier within seven days of the time when the Customer discovers or ought to have discovered the defect; and
- 11.3.2 after receiving the notice, the Supplier is given a reasonable opportunity of examining such Equipment and the Customer (if asked to do so by the Supplier) returns such Equipment to the Supplier's place of business at the Customer's cost for the examination to take place there.
- 11.4 The Supplier shall not be liable for a breach of the warranty in this clause if:



- 11.4.1 the Customer makes any use of Equipment in respect of which it has given written notice under condition; or
- 11.4.2 the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Equipment or (if there are none) good trade practice; or
- 11.4.3 the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the supported formats and use of any software or hardware comprised within the Equipment; or
- 11.4.4 the Customer alters or repairs the relevant Equipment without the written consent of the Supplier.
- 11.5 Any repaired or replacement Equipment shall be under warranty for the unexpired portion of the 90 day period set out in clause 11.1.
- 11.6 The Supplier shall not be liable for any damage or defect to the Equipment caused by improper use of the Equipment or use outside its normal application.
- 11.7 The Supplier shall aim to provide telephone assistance in relation to warranty queries within 8 hours of notification by the Customer and onsite assistance, if required, within 3 days.
- 11.8 The Customer warrants that it has provided the Supplier in writing with all relevant, full and accurate information as to the Customer's business and needs.

12. REMEDIES

- 12.1 The Supplier shall not be liable for any non-delivery of Equipment (even if caused by the Supplier's negligence) unless the Customer notifies the Supplier in writing of the failure to deliver within seven days after the scheduled delivery date.
- 12.2 Any liability of the Supplier for non-delivery of the Equipment shall be limited to replacing the Equipment within a reasonable time or issuing a credit note at the pro rata contract rate against any invoice raised for such Equipment.
- 12.3 If the Supplier's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer (other than by reason of a Force Majeure Event under clause 16), the Customer shall be liable to pay to the Supplier all reasonable costs, charges or losses sustained by it as a result, subject to the Supplier notifying the Customer in writing of any such claim it might have against the Customer in this respect.
- 12.4 In the event of any claim by the Customer under the warranty given in condition, the Customer shall notify the Supplier in writing of the alleged defect. The Supplier shall have the option of testing or inspecting the Equipment at its current location or moving it to the Supplier's premises (or those of its agent or sub-contractor) at the cost of the Supplier. If the Customer's claim is subsequently found by the Supplier to be outside the scope or duration of the warranty in condition, the costs of transportation of the Equipment, investigation and repair shall be borne by the Customer.

13. LIMITATION OF LIABILITY

- 13.1 The following provisions set out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
 - 13.1.1 any breach of the Contract; and
 - 13.1.2 any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising out of or in connection with the Contract.



13.2 All warranties, conditions and other terms implied by statute or common law are excluded from the Contract to the fullest extent permitted by law.

13.3 Nothing in these conditions excludes or limits the liability of the Supplier for:

13.3.1 death or personal injury caused by the Supplier's negligence; or

13.3.2 fraud or fraudulent misrepresentation.

13.4 Subject to condition given and condition:

13.4.1 Neither party shall be liable, whether in tort (including for [negligence or] breach of statutory duty), contract, misrepresentation (whether innocent or negligent) or otherwise for:

13.4.1.1 loss of profits; or

13.4.1.2 loss of business; or

13.4.1.3 depletion of goodwill or similar losses; or

13.4.1.4 loss of anticipated savings; or

13.4.1.5 loss of goods; or

13.4.1.6 loss of contract; or

13.4.1.7 loss of use; or

13.4.1.8 loss or corruption of data or information; or

13.4.1.9 any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses;

13.4.2 Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to **Redacted under FOIA Section 43 –**

14. SUPPLIER'S PROPERTY

14.1 All hardware is purchased and owned by the customer. All intellectual property rights, including software, drawings, specifications and data supplied by the Supplier to the Customer in accordance with the Supplier's Licence & Agreement Relating to Intellectual Property Rights shall at all times be and remain the exclusive property of the Supplier.

14.2 This condition shall survive termination of the Contract, however arising.

15. TERMINATION

15.1 Without prejudice to any other right or remedy available to the Supplier, the Supplier may terminate the Contract or suspend any further deliveries under the Contract without liability to the Customer and, if the Equipment has been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary if:

15.1.1 the ability of the Customer to accept delivery of the Equipment is delayed, hindered or prevented by circumstances beyond the Customer's reasonable control; or



- 15.1.2 an order is made or a resolution is passed for the winding up of the Customer, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the Customer; or
- 15.1.3 an order is made for the appointment of an administrator to manage the affairs, business and property of the Customer, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the Customer, or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or
- 15.1.4 a receiver is appointed of any of the Customer's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the Customer, or if any other person takes possession of or sells the Customer's assets; or
- 15.1.5 the Customer makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way, or becomes bankrupt; or
- 15.1.6 the Customer ceases, or threatens to cease, to trade; or
- 15.1.7 the Customer takes or suffers any similar or analogous action to any of the foregoing in any jurisdiction in consequence of debt.
- 15.2 Termination of the Contract, however arising, shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly stated to survive or implicitly surviving termination.
- 15.3 The Customer shall have the right to terminate the Contract in whole or in part before the installation date of the equipment by giving the Contractor 20 business days written notice. The Customers total liability under the provisions of this Condition shall be limited to the figure in clause 7.2.

16. FORCE MAJEURE

The Supplier reserves the right to defer the date of delivery, or to cancel the Contract or reduce the amount of Equipment 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 the Supplier 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, pandemic, epidemic or public health orders, storm or default of suppliers or sub-contractors (**Force Majeure Event**).

17. WAIVER

- 17.1 A waiver of any right under the Contract is only effective if it is in writing and signed by or on behalf of the waiving party, and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.
- 17.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

18. SEVERANCE

If any provision of these conditions (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.



19. ENTIRE AGREEMENT

- 19.1 Each party acknowledges that, in entering into the Contract and the annexed to it, it does not rely on any statement, representation, assurance or warranty (**Representation**) of any person (whether a party to the Contract or not) other than as expressly set out in the Contract or those documents.
- 19.2 Each party agrees that the only rights and remedies available to it arising out of or in connection with a Representation shall be for breach of contract.
- 19.3 Nothing in this clause shall limit or exclude any liability for fraud.

20. ASSIGNMENT

- 20.1 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 20.2 The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

21. THIRD PARTY RIGHTS

The Contract is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns, and is not intended to benefit, or be enforceable by, anyone else.

22. NOTICES

Any notice required to be given pursuant to these conditions shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the address of the party as set out in these conditions, or such other address as may be notified by one party to the other. A notice delivered by hand is deemed to have been received when delivered (or, if delivery is not in business hours, 9.00 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

23. GOVERNING LAW AND JURISDICTION

- 23.1 The Contract and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England and Wales.
- 23.2 The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

24. TRANSPARENCY

- a. Notwithstanding any other term of this Contract, the Supplier understands that the Customer may publish the Transparency Information to the general public.
- b. Subject to clause 24.c the Customer shall publish and maintain an up-to-date version of the Transparency Information in a format readily accessible and reusable by the general public under an open licence where applicable.
- c. If, in the Customers reasonable opinion, publication of any element of the Transparency Information would be contrary to the public interest, the Customer shall be entitled to exclude such Information from publication. The Customer acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information in its entirety. Accordingly, the Customer acknowledges that it shall only exclude



Transparency Information from publication in exceptional circumstances and agrees that where it decides to exclude Information from publication on that basis, it will provide a clear statement to the general public explaining the categories of information that have been excluded from publication and reasons for withholding that information.

d. The Supplier shall assist and co-operate with the Customer as reasonably required to enable the Customer to publish the Transparency Information, in accordance with the principles set out above. Where the Customer publishes Transparency Information, it shall:

- (1) before publishing, redact any Information that would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations 2004 (EIR), for the avoidance of doubt, including Sensitive Information;
- (2) regarding Sensitive Information, consult with the Supplier where the Customer intends to publish Information which has been identified as Sensitive Information. For the avoidance of doubt the Customer, acting reasonably, shall have absolute discretion to decide what information shall be published or be exempt from disclosure in accordance with the FOIA and/or the EIR; and
- (3) present information in a format that assists the general public in understanding the relevance and completeness of the Information being published to ensure the public obtain a fair view on how this Contract is being performed.

25. SCHEDULE 1 STANDARD WARRANTY

Parts	Period of warranty (from Delivery Date)
Igloo Media Player Hardware	1 Year
Igloo Media Player Software	1 Year
Other Igloo supplied parts	90-days

What is covered by the Standard Warranty:

- During the warranty period set out above, the Supplier warrants that the Equipment conforms in all material respects to the Order, is be free from material defects in design, material and workmanship and is of satisfactory quality within the meaning of the Sale of Goods Act 1979.
- Repair of hardware components in the event of failure during the Standard Warranty Period. Replacement part supplied if a repair cannot be carried out.
- Software bug fixes on the software version supplied upon installation.
- Repairs, replacements or bug fixes undertaken within a commercially reasonable timeframe.

26. WHAT IS NOT COVERED BY THE STANDARD WARRANTY:

- Any costs for on-site visits for fault analysis or part replacement.



- Any media-player software support outside of bug-fixing.
- Bug-fixing required due to Customer's usage of the Supported Software being outside of the usage covered in the training course provided by Igloo.
- The cost to collect or deliver faulty, replacement or repair parts is incumbent upon the Customer.
- Technical issues arising from changes to the Customer's IT infrastructure.
- Failure or defect resulting from improper or unreasonable usage of any equipment supplied by Igloo.
- Failure or defect due to non-observance of the environmental parameters stated by the equipment manufacturer. Including but not limited to temperature, humidity and wind-speed.
- Failure or defect due to Customer failure to maintain hardware in accordance with Igloo or other manufacturer guidelines.
- Failure or defect due to accidental damage.
- Failure or defect damage due to power surge or power failure.
- Failure or defect due to alteration of the Igloo hardware or software by anyone who is not an authorised Igloo representative.
- Failure or defect due to repair of the Igloo hardware or software by anyone who is not an authorised Igloo representative.
- Failure or defect due to malicious software attack.
- Failure or defect due to vandalism.
- The replacement of consumables. This includes but is not limited to lamps, batteries, projector colour wheels, LEDs, charging cables.
- Recovery of lost-data either due to Customer user error or due to loss of data by an Igloo representative whilst providing support.

The Standard Warranty shall terminate if serial numbers, warning labels or seals are removed, changed or tampered with.

The Standard Warranty is non-transferable.

The Standard Warranty is void if the Igloo Media Player is in the possession of any party who is not subject to the Igloo licence agreement relating to Intellectual Property Rights.

27. HOW TO ACCESS THE STANDARD WARRANTY

- A call is made directly to the relevant support helpline or an email is sent to myadvocate@igloovision.com. From this a ticket will be logged.
- An Igloo representative will require remote access to the Igloo Media Player for diagnostics. A Customer representative will need to be on Site at the Igloo Media Player and available by telephone.
- If further work is required, the Customer's account manager will be informed.



- Igloo will fix any hardware issues in accordance with the Standard Warranty. If remote resolution is not possible and further work is required, the Account Manager will be notified. Any charges not covered by the Standard Warranty will be quoted for and agreed in advance.

28. EXCLUSIONS

- The Standard Warranty does not cover any hardware manufactured by a third party. Igloo will use reasonable endeavours to pass hardware warranties from manufacturers to the Customer.
- The Customer can request Igloo to repair or replace parts on a case-by-case basis. This service will be charged at the standard Igloo rate applicable at the time of request.

Schedule 2: 1 Year - Standard Support

Service Levels

	Standard Support
Help desk access	09:00 - 17:00 (local time) Monday to Friday Excluding local public holidays
Response times:	
Time to acknowledgement (target)	1 business day
Work-around	2 business days
Software fix target	3 business days

What is covered

- Access to the Igloo helpdesk via phone or email.
- Ticketing system.
- Remote assistance by an Igloo representative to the customer media player via TeamviewerPro.
- Supported Software version upgrades upon release.
- Supported Software bug-fixes.



- Identification of hardware failure on any Igloo supplied AV hardware that effects the Supported Software
- Fixing of Supported Software error due to reasonable user error.
- Reasonable support in getting content running.
- Reasonable support in the implementation of established Igloo plug-ins.

29. WHAT IS NOT COVERED

- Any costs for on-site visits for fault analysis or repair.
- Support required due to Customer's usage of the Supported Software being outside of the usage covered in the training course provided by Igloo.
- Support in lieu of attendance on a certified Igloo training course.
- Technical issues arising from the changes to the Customer's IT infrastructure.
- Failure or defect resulting from improper or unreasonable usage of any equipment supplied by Igloo.
- Failure or defect due to non-observance of the environmental parameters stated by the equipment manufacturer. Including but not limited to temperature, humidity and wind-speed.
- Failure or defect due to Customer failure to maintain hardware in accordance with Igloo or other manufacturer guidelines.
- Failure or defect due to accidental damage.
- Failure or defect damage due to power surge or power failure.
- Failure or defect due to alteration of the Igloo hardware or software by anyone who is not an authorised Igloo representative.
- Failure or defect due to repair of the Igloo hardware or software by anyone who is not an authorised Igloo representative.
- Failure or defect due to malicious software attack due to user negligence or improper IT security.
- Failure or defect due to vandalism.
- Identification of hardware failure if it is not affecting the Supported Software.
- Content creation.
- Hardware repair or replacement.
- Support in integrating 3rd party hardware or software.
- Support or advice on implementing Igloo plug-ins outside what is considered to be reasonable.
- Commitment to the work-around and fix timescales if Igloo is unable to remotely access the Igloo Media Player due to the Customer's IT infrastructure.
- Recovery of lost data either due to Customer user error or due to loss of data by an Igloo representative whilst providing support.



- A support contract is non-transferable and is void if the media player is in the possession of those who are not covered by the Igloo Licence & agreement relating to Intellectual Property Rights.
- User training on new software releases.

The Standard Support shall terminate if serial numbers, warning labels or seals are removed, changed or tampered with.

The Standard Support is non-transferable.

The Standard Support is void if the Igloo Media Player is in the possession of any party who is not subject to the Igloo licence agreement relating to Intellectual Property Rights.

30. HOW TO ACCESS STANDARD SUPPORT

- A call is made directly to the relevant support helpline or an email is sent to myadvocate@igloovision.com. From this a ticket will be logged.
- An Igloo representative will require remote access to the Igloo Media Player for diagnostics. A Customer representative will need to be on Site at the Igloo Media Player and available by telephone.
- If possible, the Igloo representative will fix the issue.
- If further work is required, the Customer's account manager will be informed.
- Igloo will fix any Supported Software issues in accordance with the Standard Support. Any charges not covered by the Standard Support (as the case may be) will be quoted for and agreed in advance.

31. EXCLUSIONS

- Hardware.
- User training.
- Consultation on software and hardware integrations.
- Advise and support relating to changes to IT infrastructure.
- Content creation advice and actual content creation.
- Rectification of any Supported Software error that falls out with the Warranty & Support Agreement.

Igloo may provide the above excluded services, on a case-by-case basis and at the standard Igloo rate applicable at the time of request.

32. RATES – DURING SERVICE TERMS

Hardware redesign
Software redesign including reintegration of upgraded ancillary software
Project Management for material changes to installed base
Content QA
Additional training costs
On Site Assistance

Redacted under FOIA Section 43
– Commercial Interest

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Final Audit Report

2022-02-23

Redacted under FOIA Section 40 – Personal information