



## CONTRACT DETAILS

<b>Contract number:</b>	IGV-813A
<b>Date:</b>	6 December 2023
<b>Supplier:</b>	Igloo Vision Limited ("Igloo")
<b>Supplier company number:</b>	06628206
<b>Supplier registered address:</b>	Unit 2, Craven Court, Craven Arms Business Park, Stokewood Road, Craven Arms, Shropshire SY7 8PF
<b>Supplier representative and contact details:</b>	Redacted under FOIA Section 40 – Personal information <small>Redacted under FOIA Section 40 – Personal information</small>
<b>Supplier VAT number:</b>	GB 937 1368 08
<b>Customer:</b>	DSTL
<b>Customer company vat number:</b>	GB 888 8050 68
<b>Customer registered address:</b>	DSTL Portsdown West, Portsdown Hill Rd, Fareham, Hampshire, PO17 6AD, UK
<b>Customer representative and contact details:</b>	Redacted under FOIA Section 40 – Personal information
<b>Goods/Services taken (tick as applicable):</b> <b>Full Goods and Services</b> <b>Specification attached at Attachment C (if applicable)</b>	<ul style="list-style-type: none"><li>• DSTL 6m Igloo Cylinder system packdown</li><li>• Igloo IMP II Media Player &amp; peripherals to deliver/install at Portsmouth (Porton Down West)</li><li>• Renewal of Standard annual support (01/01/24 -31/12/24)</li></ul>
<b>Software licence:</b>	√
<b>Supply of Equipment:</b>	√
<b>Professional Services:</b>	√
<b>Installation:</b>	√
<b>Additional Services:</b>	n/a
<b>Warranty (see Attachment A)</b>	
<b>Standard:</b>	n/a
<b>Extended:</b>	n/a
<b>Duration:</b>	n/a



<b>Support (see Attachment B):</b>	
<b>Standard:</b>	Annual
<b>Enhanced:</b>	-
<b>Duration:</b>	Start date 1 January 2024 – 31 December 2024
<b>Software licence/s:</b>	
<b>Perpetual:</b>	Platform Licence
<b>Annual:</b>	-
<b>Annual Licence Initial Term:</b>	-
<b>Target Delivery Date for Equipment date:</b>	w/c 29 January 2024
<b>Target Date for commencement of Services:</b>	On contract sign off.
<b>Estimated completion date for Services and Provisional Acceptance:</b>	Dependent on Dstl estates/Vivo completing the room works to enable Igloo to re-install. Estimated date for re-installation April 2024.
<b>Delivery Location:</b>	Porton Down West ( Plymouth)
<b>Commencement Date (where only Software Licence(s) and/or Support Services are being purchased:</b>	n/a

**Purchase breakdown:**

<b>Description</b>	<b>Total / GBP</b>
Professional Services - Budget 1	Redacted under FOIA Section 43 – Commercial Interest
Equipment – Budget 2	
Re-Installation -Budget 3	
Licence Fee/s (Platform)	
Support Fee – Budget 4	
<b>Sub Total</b>	
Vat @ 20%	
<b>TOTAL Purchase Price</b>	<b>GBP 84,828.00</b>



**Payment Terms:** To be invoiced on Customer acceptance of services delivered.

Status	Date		GBP Amount Excl tax	GBP Amount Incl tax
6m Cylinder system packdown- Budget 1	On signed contract	2024	Redacted under FOIA Section 43 – Commercial Interest	
IMP II package delivery Budget 2	January	2024		
Acceptance of re-installation- Budget 3	April	2024		
On acceptance /sign off Budget 4	April	2024		
<b>Total Price</b>			<b>GBP 70,690.00</b>	<b>GBP 84,828.00</b>

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 Igloo's invoice.

**Signed for and on behalf of  
CUSTOMER:** DSTL

**Signature:**

Redacted under FOIA Section 40 – Personal info

**Signed for and on behalf of  
IGLOO VISION LIMITED**

**Signature:**

Redacted under FOIA Section 40 – Personal information

**Name:**

Redacted under FOIA Section 40 – Personal

**Name:**

Redacted under FOIA Section 40 – Pers

**Position:** Commercial Officer

**Position:** MD

## Terms and conditions of sale:

These terms and conditions of sale, together with the Contract Details and any applicable Attachments (together the “**Agreement**”) govern the Customer's purchase of the Equipment and/or licence to use the Software, and/or purchase of Services and/or the purchase of Support Services from Igloo.

## 1. INTERPRETATION

### 1.1. DEFINITIONS

<b>Additional Services:</b>	any additional Services agreed by the Parties and described in the Contract Details.
<b>Agreed Purpose:</b>	to comply with the obligations under this Agreement.
<b>Agreement:</b>	the contract between Igloo and the Customer for the work types identified in the Contract Details.
<b>Authorised Licensee</b>	any third parties with whom the Customer has engaged in relation to educational services or research



	projects and any third parties engaged to provide outsourcing or consultancy services to the Customer.
<b>Business Day:</b>	a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
<b>Commencement Date:</b>	the commencement date of the Software Licence(s) and/or the Support Services as defined in the Contract Details
<b>Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures:</b>	as set out in the Data Protection Legislation.
<b>Customer Materials:</b>	all documents, information, items and material in any form, whether owned by the Customer or a third party, which are provided by the Customer to Igloo in connection with this Agreement.
<b>Data Discloser:</b>	a Party that discloses Shared Personal Data to the other Party.
<b>Data Protection Legislation:</b>	all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 ("DPA 2018") (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2203/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a Party relating to the use of personal data.
<b>Delivery Date:</b>	the target date specified for the delivery of the Equipment as specified in the Contract Details.
<b>Delivery Location:</b>	the address for delivery of the Equipment and/or Services, as specified in the Contract Details.
<b>Equipment:</b>	as defined in the Contract Details.
<b>Expenses:</b>	any expenses reasonably incurred by the individuals whom Igloo engages in connection with the Services, including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Igloo for the performance of the Services, and for the cost of any materials.
<b>Force Majeure Event:</b>	events, circumstances or causes beyond a Party's reasonable control.
<b>Further Licence Term:</b>	a period of twelve months following expiry of the Initial Licence Term, and any further periods of twelve months following each Further Licence Term.
<b>Further Support Term:</b>	a period of twelve months following expiry of the Initial Support Term, and any further periods of twelve months following each Further Support Term.
<b>Igloo Intellectual Property Rights</b>	the Intellectual Property Rights as defined in clause 13.1 below
<b>Initial Licence Term:</b>	the period stated in the Contract Details commencing on the Provisional Acceptance Date or if the Contract Details are for Software Licence(s) only from the Commencement Date.



<b>Initial Support Term:</b>	the period stated in the Contract Details commencing on the Provisional Acceptance Date or if the Contract Details are for Software Licence(s) and Support Services only, from the Commencement Date.
<b>Intellectual Property Rights:</b>	patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
<b>Licence Fee:</b>	the licence fee for the Initial Licence Term is as detailed in the Contract Details or in respect of any Further Licence Term, the licence fee for the immediately previous Licence Term or the increased fee as notified by Igloo to the Customer in accordance with Clause 10.13.2 (as the case may be).
<b>Licence Term:</b>	the Initial Licence Term and any Further Licence Term.
<b>Party or Parties:</b>	The Customer and Igloo.
<b>Permitted Purpose:</b>	the internal business purpose of the Customer, including (where relevant) the provision of educational services and/or research projects.
<b>Permitted Recipients:</b>	the Parties to this Agreement, the employees of each Party, any third parties engaged to perform obligations in connection with this Agreement.
<b>Price:</b>	the price for the Equipment, the Licence Fee and any charges for the Professional Services, Additional Service and/or the Support Services as set out in the Contract Details.
<b>Professional Services:</b>	Services such as Technical Consultancy, Design Consultancy, Project Management, Training.
<b>Provisional Acceptance Date:</b>	the date on which Provisional Acceptance occurs in accordance with Clause 8.1.
<b>Services:</b>	the services detailed in the Contract Details and, where applicable, the Services Specification.
<b>Services Specification:</b>	where applicable, contained in Attachment C.
<b>Shared Personal Data:</b>	the personal data to be shared between the Parties under clause 14 of this Agreement. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject: <ul style="list-style-type: none"> <li>a. the names of current and potential customers and Authorised Users;</li> <li>b. their geographical and email addresses;</li> <li>c. their home and mobile telephone numbers; and</li> <li>d. any online identifier.</li> </ul>



<b>Software:</b>	Igloo proprietary software package/s described in the Contract Details.
<b>Software Licence:</b>	the software licence(s) granted by Igloo to the Customer in Clause 3.1.
<b>Support Fee:</b>	the fee for the Initial Support Term is as detailed in the Contract Details or in respect of any Further Support Term, the fee for the immediately previous Support Term or the increased fee as notified by Igloo to the Customer in accordance with Clause 10.13.1 (as the case may be).
<b>Support Schedule:</b>	as described in Attachment B.
<b>Support Services:</b>	Standard Support or Enhanced Support, as applicable.
<b>Supported Software</b>	as defined in Attachment A.
<b>Support Term:</b>	the Initial Support Term and any Further Support Term.
<b>UK GDPR:</b>	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.
<b>Warranty Period:</b>	the period covered by the Standard Warranty or, if stated in the Contract Details, the Extended Limited Warranty, as further described in Attachment A.
<b>VAT:</b>	value added tax or any equivalent tax chargeable in the UK.

## 1.2. INTERPRETATION

- 1.2.1. A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- 1.2.2. Any phrase introduced by the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.2.3. The Attachments form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Attachments.
- 1.2.4. A reference to writing or written includes emails but not fax.

## 2. BASIS OF AGREEMENT

- 2.1. The signature of this Agreement by the Customer constitutes an offer by the Customer to purchase a Software Licence together with Equipment or Services and/or Support Services or Equipment and Services as detailed in the Contract Details and in accordance with this Agreement (the "Offer").
- 2.2. Igloo may accept or reject an Offer at its discretion. A binding agreement shall not come into existence between Igloo and the Customer unless and until the Contract Details have been signed by both Parties, either as a single document or two identical counterparts, of which each Party has signed one, at which point and on which date this Agreement shall come into existence.
- 2.3. Any samples, drawings or advertising issued by Igloo, including any brochures or marketing materials, are issued or published for the sole purpose of giving an approximate idea as to the Services and/or Equipment described in them. They shall not form part of this Agreement or have any contractual force.
- 2.4. This Agreement applies to the exclusion of any other terms that the Customer seeks to impose or incorporate (including, without limitation, any terms or conditions which are included on the Customer's purchase orders or supplier onboarding documents),



or which are implied by law, trade custom, practice or course of dealing. For the avoidance of doubt the Customer may issue purchase orders to Igloo for administrative and invoicing purposes only but the parties acknowledge and agree that any terms and conditions attached thereto shall be void and have no effect and that the terms of this Agreement shall prevail.

- 2.5. All of the clauses of this Agreement apply to the supply of both Equipment and Services, the Software Licence and the Support Services except where application to one or the other is specified.

### **3. SOFTWARE LICENCE**

- 3.1. Igloo hereby grants to the Customer with effect from the Provisional Acceptance Date a non-exclusive, non-transferable perpetual and/or annual (for the Initial Licence Term and any Further Licence Terms) licence/s to use the Software as described in the Contract Details on the following conditions and subject to the terms of this Agreement, including, without limitation, payment of the Price:
- 3.1.1. the Customer shall not copy (except to the extent permissible under applicable law or for normal operation of the Equipment), reproduce, translate, adapt, vary or modify the Software, nor communicate it to any third party without Igloo's prior written consent;
  - 3.1.2. the Customer shall not decode, reverse engineer, disassemble, decompile or otherwise translate or convert the Software;
  - 3.1.3. the Customer shall not assign, sub—licence, lease, resell, distribute or otherwise deal in or encumber the Software other than as permitted by this Agreement;
  - 3.1.4. the Customer shall not install or use the Software, or permit it to be installed or used, on behalf of any third party or otherwise than for the Permitted Purpose;
  - 3.1.5. the Customer shall not remove, adapt or otherwise tamper with any copyright notice, legend or logo which appears in or on the Software;
  - 3.1.6. the Customer shall not attempt to circumvent or interfere with any security features of the Software,
  - 3.1.7. subject to clause 3.3 , such licence shall be terminable by Igloo on written notice, provided that Igloo shall exercise its right to terminate only if the continued use or possession of the Software by the Customer infringes the rights of Igloo or any third party, or Igloo is compelled to do so by law; and
  - 3.1.8. on or before the expiry of this licence, the Customer shall return to Igloo all copies of the Software in its possession;
  - 3.1.9. upon expiry of this licence, Igloo shall have the right to remotely disable the Customer's access to the Software.
- 3.2. For any annual software licences sold, the Initial Licence Term shall be as detailed in the Contract Details, and for any Further Licence Terms, as described in clause 3.3.
- 3.3. The annual licence granted in clause 3.3 shall renew automatically for a Further Licence Term on the anniversary of the Initial Licence Term or immediately previous Further Licence Term (as the case may be), unless either party notifies the other in writing at least 90 days prior to the end of the current Licence Term.
- 3.4. The licence granted in clause 3.1 is:
- 3.4.1. granted solely to the extent necessary for the Permitted Purpose. The Customer shall not use the Software for any other purpose; and
  - 3.4.2. limited strictly to use with the Equipment and the Customer shall not use the Software on any equipment other than the Equipment unless Igloo approves in writing such other equipment for use with the Software; and
  - 3.4.3. conditional on the Customer hereby undertaking not to remove, adapt, or otherwise tamper with any copyright notice, legend or logo which appears



- in or on any medium on which the Software resides including any Equipment.
- 3.5. The licence granted in clause 3.1 includes a right for the Customer to grant sub-licences to the Authorised Licensees on the terms of this Agreement. The Customer shall:
- 3.5.1. be liable for the acts and omissions of the Authorised Licensees as if they were its own;
- 3.5.2. procure that each Authorised Licensee is aware of, and complies with, the obligations and restrictions under this Agreement, including all obligations and restrictions relating to use of the Software, Igloo's Intellectual Property Rights, and Igloo's Confidential Information.
- 3.6. Any sub-licences granted by the Customer under this Agreement under clause 3.5 shall prohibit further sub-licensing and shall terminate immediately on expiry or termination of this Agreement and/or the Software Licence(s).

#### **4. EQUIPMENT**

- 4.1. In consideration of the Price, Igloo shall sell and the Customer shall purchase the Equipment as described in the Contract Details.
- 4.2. Igloo reserves the right to substitute alternative component parts of the Equipment provided that functionality is not materially adversely affected and the substitute parts are not materially of a lesser quality or performance.
- 4.3. The Equipment is designed to comply with all technical and regulatory requirements of the United Kingdom. The Customer will be solely responsible for compliance with all applicable rules, regulations, and laws pertaining to the use and operation of the Equipment at the place where it is to be located.

#### **5. DELIVERY OF THE EQUIPMENT**

- 5.1. Igloo shall deliver the Equipment to the location set out in the Contract Details or such other location as the Parties may agree in writing prior to delivery.
- 5.2. Delivery of the Equipment shall be completed upon unloading of the Equipment at the Delivery Location.
- 5.3. Any dates quoted for delivery of the Equipment are approximate only, and the time of delivery is not of the essence. Igloo shall not be liable for any delay in delivery, howsoever caused.
- 5.4. The Equipment may be delivered to the Customer in advance of the Delivery Date.
- 5.5. Delivery shall be made on a Business Day. Additional delivery charges will be due should the Customer require delivery outside Business Days.
- 5.6. 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 for delivery of 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 Igloo is delayed or prevented from carrying out delivery or installation of the Equipment on the Delivery Date due to a lack of such preparation, Igloo reserves the right to charge the Customer for additional costs incurred by Igloo (including labour, logistical and storage costs) outside the original budget.
- 5.7. The Customer must observe all instructions for use, cautionary notices and other technical notices and information supplied by Igloo from time to time in relation to the Equipment and the Services.
- 5.8. Igloo may deliver the Equipment in instalments, which may be invoiced separately. Any delay or defect in an instalment shall not entitle the Customer to cancel any other instalment.



## 6. TITLE AND RISK

- 6.1. Risk in the Equipment shall pass to the Customer on completion of delivery.
- 6.2. Title to the Equipment shall not pass to the Customer until Igloo receives payment in full for the Equipment and related Services.
- 6.3. Until title to the Equipment has passed to the Customer, the Customer shall:
  - 6.3.1. subject to clause 3.4.3 not remove, deface or obscure any identifying mark or packaging on or relating to the Equipment; and
  - 6.3.2. maintain the Equipment in satisfactory condition and keep the Equipment insured against all risks for its full price on Igloo's behalf from the date of delivery, ensure that Igloo's interest in the Equipment is noted on the policy and hold the proceeds of such insurance on trust for Igloo.
- 6.4. At any time before title to the Equipment passes to the Customer, Igloo may:
  - 6.4.1. by notice in writing, terminate the Customer's right to use the Equipment in the ordinary course of its business;
  - 6.4.2. require the Customer to deliver up all of the Equipment in its possession and, if the Customer fails to do so, enter any premises of the Customer or any third party where the Equipment is stored in order to recover it.

## 7. SUPPLY OF PROFESSIONAL SERVICES

- 7.1. Igloo shall supply the Professional Services to the Customer in accordance with the Contract Details and, if applicable, the Services Specification in all material respects.
- 7.2. Igloo and the Customer shall schedule dates for delivery of the Professional Services. The Customer acknowledges that Igloo will assign resources to such planned delivery dates. If the Customer delays and/or cancels delivery of the Professional Services on these dates with less than 2 weeks' notice, Igloo will use its reasonable endeavours to redeploy resources but in the event that it is unable to do so, the Igloo shall invoice, and the Customer will be liable to pay the charges for the Services (in addition to the charges for the Services when they are actually delivered).
- 7.3. Notwithstanding clause 7.2, Igloo shall use reasonable endeavours to meet any performance dates for the Professional Services set out in the Contract Details or Services Specification but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 7.4. Igloo reserves the right (but is not obliged to) to amend the Contract Details and/or Services Specification if necessary to comply with any applicable law or regulatory requirement in the United Kingdom, or if the amendment will not materially affect the nature or quality of the Professional Services, and Igloo shall notify the Customer in any such event.

## 8. ACCEPTANCE

- 8.1. Upon receipt of the Equipment and/or completion of the Professional Services (whichever is later), the Customer shall inspect such Equipment and any deliverables provided under the Professional Services and forthwith sign a provisional acceptance certificate prepared by Igloo recording its acceptance of the Equipment and/or Professional Services. Such certificate may include a list of outstanding snagging items and training requirements agreed by Igloo and the Customer that are still to be delivered by Igloo ("**Provisional Acceptance**").
- 8.2. Provisional Acceptance by the Customer deems that the Customer has accepted:
  - 8.2.1. the Equipment as being in accordance with the Agreement and free from any defect or damage which would be apparent upon inspection of the Equipment ; and
  - 8.2.2. the Professional Services as having been completed subject to the agreed list of snagging items set out in the certificate of Provisional Acceptance
- 8.3. Upon completion of the training and snagging items set out in the certificate of Provisional Acceptance, the Customer shall sign an acceptance certificate prepared



- by Igloo recording final completion and acceptance of the Professional Services ("**Final Acceptance**").
- 8.4. All Equipment and Professional Services shall be deemed to have been Accepted by the Customer in accordance with clause 8.2 and 8.3 if the Customer fails to accept or reject the Equipment and/or Professional Services within five (5) Business Days of Igloo issuing the acceptance certificate for Provisional Acceptance or Final Acceptance as the case may be.
- 8.5. Upon Provisional Acceptance, Igloo shall invoice and the Customer shall pay the invoice for completion of installation works as described in Contract Details.
- 8.6. Upon Final Acceptance, Igloo shall invoice and the Customer shall pay the invoice for the final payment as described in the Contract Details.

## 9. CUSTOMER'S OBLIGATIONS

- 9.1. The Customer shall:
- 9.1.1. ensure that the Contract Details and any information provided to Igloo is complete and accurate;
  - 9.1.2. co-operate with Igloo in all matters relating to the Services;
  - 9.1.3. provide Igloo, its employees, agents, consultants and subcontractors with access to the Customer's premises and such other facilities as reasonably required by Igloo to provide the Services;
  - 9.1.4. provide Igloo with such information and Customer Materials as Igloo may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
  - 9.1.5. provide Igloo with any specific requirements identified in the Service Specification;
  - 9.1.6. prepare the Customer's premises for the supply of the Services in accordance with the instructions of Igloo;
  - 9.1.7. obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
  - 9.1.8. comply with all applicable laws, including health and safety laws;
  - 9.1.9. report any faults with the Equipment and/or Supported Software promptly to Igloo;
  - 9.1.10. keep all materials, equipment, documents and other property of Igloo ("**Igloo Materials**") at the Customer's premises in safe custody at its own risk, maintain the Igloo Materials in good condition until returned to Igloo and not dispose of the Igloo Materials other than in accordance with Igloo's written instructions or authorisation.
- 9.2. If Igloo's performance of any of its obligations under this Agreement are prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("**Customer Default**"):
- 9.2.1. without limiting or affecting any other right or remedy available to it, Igloo shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays Igloo's performance of any of its obligations;
  - 9.2.2. Igloo shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Igloo's failure or delay to perform any of its obligations as set out in this clause 9.2.2; and
  - 9.2.3. the Customer shall reimburse Igloo on written demand for any costs or losses sustained or incurred by Igloo arising directly or indirectly from the Customer Default.



## 10. CHARGES AND PAYMENT

- 10.1. Igloo shall issue invoices to the Customer for the Price as follows:
  - 10.1.1 The Price shall be invoiced as set out in the Contract Details;
- 10.2. All amounts payable by the Customer under the Agreement are exclusive of amounts in respect of VAT chargeable from time to time. Where any taxable supply for VAT purposes is made under the Agreement by Igloo to the Customer, the Customer shall, on receipt of a valid VAT invoice by Igloo to the Customer, pay to Igloo such additional amounts in respect of VAT as are chargeable at the same time as payment is due.
- 10.3. All amounts under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 10.4. The terms of payment shall be an invoice for the Advance Payment upon signature of this Agreement as set out in the Contract Details due for immediate payment on receipt, thereafter within 30 days of the date of Igloo's invoice.
- 10.5. Time for payment of the Price shall be of the essence of the Contract.
- 10.6. If the Customer fails to make payment in full on the due date, the whole of the balance of the Price then outstanding shall become immediately due and payable and, without prejudice to any other right or remedy available to Igloo, Igloo shall be entitled to:
  - 10.6.1 terminate this Agreement and/or suspend any further deliveries of Equipment to the Customer and/or suspend any Professional Services and/or disable access to the Software which is subject to annual licence and/or Support Services;
  - 10.6.2 appropriate any payment made by the Customer to such of the Equipment, Services and Software as it thinks fit (despite any purported appropriation by the Customer);
  - 10.6.3 charge interest on the amount outstanding from the due date to the date of receipt by Igloo (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. Igloo reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998;
  - 10.6.4 suspend all further manufacture, delivery, installation or warranty service until payment has been made in full;
  - 10.6.5 make a storage charge for any undelivered Equipment at its current rates from time to time;
  - 10.6.6 stop any Equipment in transit; and
  - 10.6.7 a general lien on all Equipment and property belonging to the Customer, exercisable in respect of all sums lawfully due from the Customer to Igloo. Igloo 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.
- 10.7. All sums payable to Igloo under this Agreement shall become due immediately on its termination, despite any other provision of this Agreement. This clause 10.7 is without prejudice to any right to claim for interest under the law, or any right under this Agreement.



- 10.8. Igloo may, without prejudice to any other rights it may have, set off any liability of the Customer to Igloo against any liability of Igloo to the Customer.
- 10.9. If the Equipment has not been delivered within six months of the date of this Agreement (other than by reason of Igloo's default) , the Customer acknowledges that the costs to Igloo to provide the Equipment and/or Services may have increased, and accordingly Igloo may:
- 10.9.1 increase the Price (by a maximum of 10% of the original Price) by giving 21 days' written notice to the Customer; or
- 10.9.2 terminate the Contract with immediate effect by written notice to the Customer.
- 10.10. If the Price is increased in accordance with clause 10.9.1, the Customer may terminate the Contract by giving Igloo written notice prior to the Price increase taking effect, provided always that the Customer shall accept delivery of (and shall, where applicable pay the increased Price for) any Equipment in respect of which Igloo had (at or prior to the time of receiving such notice) entered into an irrevocable commitment to purchase or manufacture from any third party.
- 10.11. Clauses 10.9 and 10.10 shall be repeated if at any point thereafter the Equipment has not been delivered within any further three month period (other than by reason of Igloo's default).
- 10.12. Should Igloo terminate the Contract in accordance with clause 10.9, or the Customer terminates in accordance with clause 10.10, Igloo may retain (or invoice if not already invoiced) the Advance Payment.
- 10.13. Igloo reserves the right to:
- 10.13.1. increase the Support Charges as from each anniversary of the Commencement Date or Provisional Acceptance Date (whichever is relevant for the commencement of the Support Services). Any increase shall be notified to the Customer at least three months prior to such anniversary;
- 10.13.2. increase the Licence Fee for each Further Licence Term. The cost for each Further Licence Term shall be notified to the Customer at least three months prior to the commencement of the Further Licence Term;
- 10.13.3. increase the rates for out of scope Support Services as from each anniversary of the Commencement Date or Provisional Acceptance Date (whichever is the relevant commencement of the Support Services). Any increase shall be notified to the Customer at least three months prior to such anniversary;
- 10.13.4. increase the Price by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Equipment or charges for the Services to Igloo that is due to:
- 10.13.4.1. any request by the Customer to change the Delivery Date(s), quantities or types of Equipment, or the specification for the Equipment;
- 10.13.4.2. any delay caused by any instructions of the Customer in respect of the Equipment or Services or failure of the Customer to give Igloo adequate or accurate information in respect of the Equipment or Services.

## **11. WARRANTY**

- 11.1. Igloo warrants to the Customer that:
- 11.1.1. the Services will be provided:



- 11.1.1.1. using reasonable care and skill; and
    - 11.1.1.2. in accordance with all applicable laws and regulations.
  - 11.1.2. to the best of its knowledge and belief, the Supported Software will not during the Warranty Period infringe the Intellectual Property Rights of any third party.
- 11.2. Igloo does not warrant that use of the Software will be uninterrupted or error-free, or that all faults in the Supported Software will be fixed, or will be fixed within a specified period of time.
- 11.3. The Customer accepts responsibility for the selection of the Software to achieve its individual results and acknowledges that the Software has not been developed to meet the individual requirements of the Customer.
- 11.4. In relation to the Equipment and the Supported Software, Igloo provides the warranty detailed in Attachment A.
- 11.5. Where Igloo is not the manufacturer of a component of the Equipment, Igloo shall use reasonable endeavours to assign to the Customer the benefit of any warranty or guarantee given by the manufacturer to Igloo.
- 11.6. Any repaired or replacement Equipment shall be under warranty for the unexpired Warranty Period.
- 11.7. Igloo shall not be liable for a breach of warranty if:
  - 11.7.1. the Customer makes any further use of the Equipment after giving notice under in accordance with Attachment A;
  - 11.7.2. the defect arises because the Customer failed to follow Igloo'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 regarding the same;
  - 11.7.3. the defect arises as a result of Igloo following any drawing, design or specification supplied by the Customer;
  - 11.7.4. alteration or repair of the Equipment or Software by anyone who is not an authorised representative of Igloo;
  - 11.7.5. the defect arises as a result of fair wear and tear, accidental or wilful damage, negligence, improper or unreasonable use, use outside the Equipment's normal application, or abnormal working conditions; or
  - 11.7.6. the Equipment differs from its description as a result of changes made to ensure that it complied with applicable statutory or regulatory requirements.
- 11.8. All other conditions, warranties or other terms which might have effect between the Parties or be implied or incorporated into this Agreement or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill or care.

## 12. SUPPORT

- 12.1. The Customer shall have the benefit of Standard Support or Enhanced Support, as indicated on the Contract Details and as described in the Support Schedule. The Initial Support Term shall commence on the Commencement Date (where only Software and Support Services have been purchased) or the Provisional Acceptance Date (where Equipment and/or Professional Services have been purchased together with Software and Support Services).
- 12.2. The Support Services shall renew automatically for a Further Support Term on the anniversary of the Initial Support Term or immediately previous Further Support Term (as the case may be), unless either party notifies the other in writing at least 90 days prior to the end of the current Support Term
- 12.3. Igloo shall use reasonable endeavours to meet the response times set out in the Support Schedule but time of performance shall not be of the essence.
- 12.4. The Customer shall pay all costs (at Igloo's then prevailing rates) and reasonable expenses incurred by Igloo for work carried out by Igloo in connection with any fault



that is not covered by Standard Support or Enhanced Support or the Standard Warranty or Extended Limited Warranty (as applicable).

- 12.5. The Customer shall provide Igloo and all persons duly authorised by Igloo with full, safe, and uninterrupted remote access to the systems, facilities and Supported Software as may reasonably be required for the purpose of providing the Support Services, and access to an authorised employee with sufficient knowledge to provide adequate instructions and information. If Igloo is required to provide Support Services on site at the Customer, the Customer shall provide adequate working space and office facilities for use by Igloo's staff and take reasonable care to ensure their health and safety.

### **13. INTELLECTUAL PROPERTY RIGHTS**

- 13.1. Igloo and its licensors shall retain all Intellectual Property Rights in the Equipment, deliverables arising from the Services and the Software, excluding the Customer Materials (the "**Igloo Intellectual Property Rights**").
- 13.2. Igloo grants the Customer and any Authorised User the right to use the Igloo Intellectual Property Rights for the purpose of and in accordance with the terms of this Agreement only. Other than to that extent, the Customer has no right to use, or to allow others to use, the Igloo Intellectual Property Rights or any part of them.
- 13.3. The Customer shall not do, or omit to do, anything which could invalidate or be inconsistent with the Igloo Intellectual Property Rights.
- 13.4. The Customer and its licensors shall retain ownership of all Intellectual Property Rights in the Customer Materials and grants to Igloo a fully-paid up, non-exclusive transferable licence to copy and modify the Customer Materials for the term of this Agreement for the purpose of complying with its obligations under this Agreement.
- 13.5. The Customer shall defend, indemnify and hold harmless Igloo against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of any of the Equipment, Software, Services or Igloo Intellectual Property Rights provided that the Customer is given prompt notice of any such claim.

### **14. DATA PROTECTION**

- 14.1. Each Party acknowledges that one Party (referred to in this clause as the Data Discloser) will regularly disclose to the other party Shared Personal Data collected by the Data Discloser for the Agreed Purposes.
- 14.2. Each Party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one Party shall, if not remedied within 30 days of written notice from the other Party, give grounds to the other party to terminate this Agreement with immediate effect.
- 14.3. Each Party shall:
  - 14.3.1. ensure that it has all necessary notices and consents and lawful bases in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
  - 14.3.2. give full information to any data subject whose personal data may be processed under this Agreement of the nature of such processing. This includes giving notice that, on the termination of this Agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
  - 14.3.3. process the Shared Personal Data only for the Agreed Purposes;
  - 14.3.4. not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
  - 14.3.5. ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of



- confidentiality) which are no less onerous than those imposed by this Agreement;
- 14.3.6. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss of, or damage to, personal data;
  - 14.3.7. not transfer any personal data received from the Data Discloser outside the UK unless the transferor ensures that (i) the transfer is to a country approved under the applicable Data Protection Legislation as providing adequate protection; or (ii) there are appropriate safeguards or binding corporate rules in place pursuant to the applicable Data Protection Legislation; or (iii) the transferor otherwise complies with its obligations under the applicable Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; or (iv) one of the derogations for specific situations in the applicable Data Protection Legislation applies to the transfer.
- 14.4. Each Party shall assist the other with all applicable requirements of the Data Protection Legislation. In particular, each party shall:
- 14.4.1. consult with the other about any notices given to data subjects in relation to the Shared Personal Data;
  - 14.4.2. promptly inform the other Party about the receipt of any data subject rights request;
  - 14.4.3. provide the other Party with reasonable assistance in complying with any data subject rights request;
  - 14.4.4. not disclose, release, amend, delete, or block any Shared Personal Data in response to a data subject rights request without first consulting the other Party wherever possible;
  - 14.4.5. assist the other Party, at the reasonable cost of the other Party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with the Information Commissioner or other regulators;
  - 14.4.6. notify the other Party without undue delay on becoming aware of any breach of the Data Protection Legislation;
  - 14.4.7. at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this Agreement unless required by law to store the Shared Personal Data; and
  - 14.4.8. maintain complete and accurate records and information to demonstrate its compliance with this clause 14.

## **15. LIMITATION OF LIABILITY**

- 15.1. The restrictions on liability in this clause 15 apply to every liability arising under or in connection with this Agreement, including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 15.2. Nothing in this Agreement limits any liability which cannot legally be limited, including liability for:
  - 15.2.1. death or personal injury caused by negligence;
  - 15.2.2. fraud or fraudulent misrepresentation;
  - 15.2.3. breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and
  - 15.2.4. defective products under the Consumer Protection Act 1987.
- 15.3. Subject to clause 15.2, the following types of loss are wholly excluded save in respect of clause 13.5:



- 15.3.1. loss of profits;
- 15.3.2. loss of sales or business;
- 15.3.3. loss of agreements or contracts;
- 15.3.4. loss of anticipated savings;
- 15.3.5. loss of use or corruption of software, data or information;
- 15.3.6. loss of or damage to goodwill or similar losses; and
- 15.3.7. special, indirect or consequential loss.
- 15.4. Subject to clauses 15.2 and 15.3, Igloo's total liability to the Customer under or in connection with this Agreement shall not exceed the greater of (a) the Price paid or payable under clause 10, or (b) £50,000.
- 15.5. This clause 15 shall survive termination or expiry of this Agreement.

## **16. TERMINATION**

- 16.1. Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if:
  - 16.1.1. the other Party commits a material breach of its obligations under this Agreement and (if such breach is remediable) fails to remedy that breach within thirty (30) days after receipt of notice in writing to do so;
  - 16.1.2. the other Party takes any step or action in connection with its entering administration, provisional liquidation, or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
  - 16.1.3. the other Party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
  - 16.1.4. the other Party's financial position deteriorates so far as to reasonably justify the position that its ability to give effect to the terms of the Agreement is in jeopardy.

## **17. CONSEQUENCES OF TERMINATION**

- 17.1. On termination or expiry of the Agreement:
  - 17.1.1. the Customer shall immediately pay to Igloo all of Igloo's outstanding unpaid invoices and interest and, in respect of Services or Equipment supplied but for which no invoices has been submitted, Igloo shall submit an invoice, which shall be payable by the Customer immediately on receipt;
  - 17.1.2. the Customer shall return all of the Igloo Materials and any Equipment which has not been fully paid for. If the Customer fails to do so, Igloo may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safekeeping and will not use them for any purpose other than the Permitted Purpose.
- 17.2. Termination or expiry of this Agreement shall not affect any rights, remedies, obligations, and liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.
- 17.3. Any provision of the Agreement which expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.



## 18. FORCE MAJEURE

Igloo reserves the right to defer the date of delivery, or terminate this Agreement 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 strikes, lock-outs, or other industrial disputes, 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, public health orders, storm, default of suppliers or subcontractors ("**Force Majeure Event**"). If the Agreement is terminated in accordance with this clause 18, Igloo may retain (or invoice for if not already invoiced) any sums for Equipment in respect of which Igloo had (at or prior to the time of the Force Majeure Event) an irrevocable commitment to purchase or manufacture from any third party, along with any other reasonable costs incurred by Igloo including Professional Services and/or Equipment or other parts ordered in order to fulfil the Agreement. Any Equipment paid for by Customer will be supplied to the Customer.

## 19. CONFIDENTIALITY

- 19.1. For the purpose of this Agreement, "Confidential Information" means all confidential information disclosed by one Party to the other Party before, on or after the Commencement Date, including:
- 19.1.1. the terms of this Agreement;
  - 19.1.2. all confidential information relating to:
    - 19.1.2.1. the business, assets, affairs, customers, clients, suppliers, or plans, intentions, or market opportunities of the disclosing Party; and
    - 19.1.2.2. the operations, processes, product information, know-how, technical information, designs, trade secrets or software of the disclosing Party; and
    - 19.1.2.3. any other information that is identified as being of a confidential or proprietary nature
- but excludes any information referred to in clause 19.2.
- 19.2. Information is not Confidential Information if:
- 19.2.1. it is, or becomes, generally available to the public other than as a direct or indirect result of the information being disclosed by the receiving Party in breach of this Agreement;
  - 19.2.2. it was lawfully in the possession of the receiving Party prior to disclosure by the disclosing Party;
  - 19.2.3. it was developed by or for the receiving Party independently of the information disclosed by the disclosing Party.
- 19.3. Each Party undertakes that it shall not at any time during the Agreement and for a period of five (5) years after termination or expiry of the Agreement, disclose to any person any Confidential Information of the other Party except as permitted by clause 19.4.
- 19.4. Each Party may disclose the other Party's confidential information:
- 19.4.1. to its employees, officers, representatives, contractors or subcontracts or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with the Agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's confidential information comply with this clause 19; and
  - 19.4.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 19.5. No Party shall use any other Party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Agreement.



## **20. ASSIGNMENT AND OTHER DEALINGS**

- 20.1. Igloo may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Agreement.
- 20.2. The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of Igloo.

## **21. NOTICES**

- 21.1. Any notice given to a Party under or in connection with the Agreement shall be in writing and shall be:
  - 21.1.1. delivered by hand, email or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).
- 21.2. Any notice shall be deemed to have been received:
  - 21.2.1. if delivered by hand, email at the time the notice is left at the proper address;
  - 21.2.2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.
- 21.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## **22. GENERAL**

- 22.1. If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Agreement. If any provision or part provision of the Agreement is deemed deleted under this clause 22.1 the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.
- 22.2. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 22.3. Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either Party the agent of the other, or authorise either Party to make or enter into any commitments for or on behalf of the other Party.
- 22.4. The Agreement constitutes the entire agreement between the Parties. Each Party acknowledges that by entering into the Agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.
- 22.5. The Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.
- 22.6. No variation of the Agreement shall be effective unless it is agreed in writing and signed by the Parties (or their authorised representatives).
- 22.7. The Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 22.8. Each Party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes



or claims) arising out of or in connection with the Agreement or its subject matter or formation.



## Attachment A – Warranty

### Schedule 1 - Standard Warranty

Parts	Period of warranty ( the earliest of the following )
Igloo Media Player Hardware	90 days from Provisional Acceptance or 180 days from delivery
Igloo Media Player Software	90 days from Provisional Acceptance or 180 days from delivery
Other Igloo supplied parts	90 days from Provisional Acceptance or 180 days from delivery

#### What is covered by the Standard Warranty:

- During the warranty period set out above, Igloo warrants that the Equipment conforms in all material respects to the Agreement, 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.
- 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.
- Igloo shall aim to provide telephone assistance in relation to warranty queries within 8 business hours of notification by the Customer (excluding Customer's local and UK public holidays) and onsite assistance, if required, within 3 business days of notification by the Customer (excluding Customer's local and UK public holidays).

#### What is not covered by the Standard Warranty:

- 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.
- 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 Igloo hardware or software by anyone who is not an authorised Supplier representative.
- Failure or defect due to repair of Igloo hardware or software by anyone who is not an authorised Supplier 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 a Supplier 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 transferable with the prior consent of Igloo only.

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

#### **How to access the Standard Warranty**

- A call is made directly to the relevant support helpline or an email is sent to Redacted under FOIA Section 40 – Personal information. 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.



## Schedule 2 – Extended Limited Warranty

Parts	Period of warranty (from date of expiry of Standard Warranty)
Igloo Media Player Hardware	One year (unless otherwise stated in the Contract Details)
Igloo Media Player Software	One year (unless otherwise stated in the Contract details)
Other Igloo supplied parts	Not covered (unless otherwise stated in the Contract Details)

### What is covered by the Extended Limited Warranty:

- During the warranty period set out above, Igloo warrants that the Equipment conforms in all material respects to the Agreement, 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.
- Repair of hardware components in the event of failure during the Extended Limited 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.
- Igloo shall aim to provide telephone assistance in relation to warranty queries within 8 hours of notification by the Customer (excluding local and UK public holidays) and onsite assistance, if required, within 3 days of notification by the Customer (excluding local and UK public holidays).

### What is not covered by the Extended Limited 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 Igloo hardware or software by anyone who is not an authorised Igloo representative.
- Failure or defect due to repair of 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 Extended Limited Warranty shall terminate if serial numbers, warning labels or seals are removed, changed or tampered with.

The Extended Limited Warranty is transferable with the prior consent of Igloo only.

The Extended Limited Warranty is void if the Igloo Media Player is in the possession of any party who is not subject to Igloo licence agreement.

#### **How to access the Extended Limited Warranty**

- A call is made directly to the relevant support helpline or an email is sent to Redacted under FOIA Section 40 – Personal information. 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 Extended Limited Warranty. If remote resolution is not possible and further work is required the Account Manager will be notified. Any charges not covered by the Extended Limited Warranty will be quoted for and agreed in advance.

#### **Exclusions**

- The Extended Limited 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 Supplier rate applicable at the time of request.



## Attachment B – Standard Support & Enhanced Support

### Service Levels

	Standard Support	Enhanced Support
Help desk access	09:00 - 17:00 (Customer's local time) Monday to Friday Excluding Customer's local public holidays and UK public holidays	09:00 – 21:00 (Customer's local time) Monday to Thursday 09:00 – 17:00 (Customer's local time) Friday Excluding Customer's local public holidays and UK public holidays
Response times will be prioritised according to Support Level		
Time acknowledgement to (target)	1 business day	4 hours (within Enhanced Support times set out above)
Work-around	2 business days	8 hours (within Enhanced Support times set out above)
Software fix target	3 business days	24 hours (within Enhanced Support times set out above)

### What is covered

- Access to the Igloo help-desk via phone or email.
- Ticketing system.
- Remote assistance by an Igloo representative to the customer media player via Teamviewer Pro.
- Supported Software version upgrades upon release.
- Supported Software bug-fixes.
- Identification of a hardware failure which triggers a software failure (if Igloo has supplied an Igloo Media Player only – does not apply to software licence only sales).
- 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.

### 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 (or if hardware has not been supplied by Igloo).
- 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 or Enhanced Support shall terminate if serial numbers, warning labels or seals are removed, changed or tampered with.

The Standard Support or Enhanced Support is non-transferable.

The Standard Support or Enhanced Support is void if the Igloo software and Media Player (if purchased) is in the possession of any party who is not subject to an Igloo licence agreement.

### **How to access Standard Support or Enhanced Support**

- A call is made directly to the relevant support helpline or an email is sent to [myadvocate@igloovision.com](mailto:myadvocate@igloovision.com). From this a ticket will be logged.
- An Igloo representative will require remote access to the Igloo Media Player or Customer hardware (for software licence only sales) for diagnostics. A Customer representative will need to be on Site at the Igloo Media Player or Customer hardware (for software licence only sales) 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 or Enhanced Support (as the case may be). Any charges not covered by the Standard Support or Enhanced Support (as the case may be) will be quoted for, and agreed in advance.

**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 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.



**ATTACHMENT C:  
Goods and Services Specification**

**Details of the Goods & Services**

**As itemised in IGV-Q00003043/ IGV-Q00003229/ IGV-Q00003230 (Attachment D. p.28-29)**

Any tasks not specifically identified in this Goods & Services Specification are not included.

**Design drawings:** Not Applicable

**Technical Clarifications:**

1. Igloo requires and the scope of Services detailed herein is based on:
  - a. Continuous and uninterrupted access to the Customer site;
  - b. The Customer site to be clean and dust free;
  - c. Safe access and egress to the Customer site at all times;
  - d. No other work parties within the Customer site whilst Igloo is on site;
  - e. Permits (if any) will be signed prior to arrival on site;
  - f. Customer identifying suitable location for the installation/pack down of the Equipment. The Customer is responsible for executing any required structural loading analysis and health and safety assessments to ensure that the location does not present any risk to the site or to health or safety;
  - g. The Customer is responsible for any storage facility used for packdown cylinder to be secure, dry and free from external interference.
  - h. **Shipping/Freight: DAP Incoterms apply.** Any Import/customs taxes incurred in delivery of goods are responsibility of Customer.
2. The Customer shall ensure that the projection room is stable and vibration free.
3. All alterations and variations to the Specification above are to be classed as Additional Services and are subject to agreement on costs and timings before being carried out.
4. The Customer shall provide the following as required by Igloo:
  - a. As-Built Architectural design drawings of the area where the Equipment is to be installed/re-installed.
  - b. Internet access and network cabling to the specification detailed by Igloo;
  - c. Office, desk, lunch location, toilet and store facilities;
  - d. The ability to lock the location for the duration of the installation phase, limiting access to just Igloo and Igloo designated personnel and the Customer;
  - e. All shutdowns and isolations;
  - f. Site cleaning prior to handover to Igloo;
  - g. All facilities/enabling works including the installation of an air-conditioning unit;
  - h. Floor protection;
  - i. Relocation of existing facilities;
  - 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, in the sole discretion of Igloo, hinder the installation works;
  - l. Lighting;
  - m. 240 v power;
  - n. All access equipment such as scaffolding tower, ladders, platforms and scaffold modifications;
  - o. Lifting and materials handling equipment;
  - p. Materials handling and safe storage area local to the work area;
  - q. Skips for all waste generated, local to the work area;
  - r. Free parking;
  - s. Provision of any security badges, passes and clearances to gain access to the site;
  - t. Escorted access by pass holder during installation work; and
  - u. Arrangement of any labour clearances required.
5. The following are expressly excluded from this Services Specification:



- a. Design, fabrication or installation of the interior design of the visualisation environment is the responsibility of the Customer, however Igloo will provide guidance if required;
- b. Content creation;
- c. Principal contractor role;
- d. Providing personnel with Passport of Safety or CSCS cards;
- e. Attending site co-ordination meetings with the main contractor;
- f. Attending site inductions or additional training to gain access to the site which could cause delays to the schedule
- g. Provision of any specific passes/clearance to gain access to the site;
- h. Painting or paint touch up of any kind.

## **ATTACHMENT D:**

### **Budget 1**

Redacted under FOIA Section 43 – Commercial Interest

Prepared By Redacted under FOIA Section 40 – Persona Redacted under FOIA Section 43 – Commercial Interest  
 Email Redacted under FOIA Section 40 – Personal int  
 Created Date 17/08/2023  
 Expiration Date 15/09/2023

Project description DSTL 6 metre cylinder system pack down

Product	Description	Sales Price	Quantity	Price
Professional Services	DSTL 6 metre cylinder system pack down. 3 people for three days 1 x PM, 2 x installers 2 nights local hotel, sustenance mileage, parking if required some packaging materials	Redacted under FOIA Section 43 – Commercial Interest		
Subtotal		Redacted under FOIA Section 43 – Com		
Discount				
Total Price		GBP 9,450.00		

### **Budget 2 -**

Redacted under FOIA Section 43 – Commercial Interest

Prepared By Redacted under FOIA Section 40 – Perso Redacted under FOIA Section 43 – Commercial Interest  
 Email Redacted under FOIA Section 40 – Personal ir  
 Created Date 22/08/2023  
 Expiration Date 31/03/2023

Account Name DSTL

Project description DSTL - IMP II and peripherals

Product	Description	Sales Price	Quantity	Price
IMP II package	IMP II Media Player Decklink Quad - wheeled flight case - peripherals - monitor, keyboard, mouse, DI-HDMI adaptors, patch cables. System set up, apply EDIDS etc 1-year annual support Igloo software, Capture, Web, playback, Realtime.  Delivery and installation set-up not included	Redacted under FOIA Section 43 – Commercial Interest		
Subtotal		Redacted under FOIA Section 43 – Comm		
Discount				
Total Price		GBP 40,740.00		



## **Budget 3 -**

Redacted under FOIA Section 43 – Commercial Interest

Prepared By Redacted under FOIA Section 40 – Persona Redacted under FOIA Section 43 – Commercial Interest  
Email Redacted under FOIA Section 40 – Persona  
Created Date 22/08/2023

Project description DSTL 6 metre cylinder re-installation

Product	Description	Sales Price	Quantity	Price
	System reinstallation	Redacted under FOIA Section 43 – Commercial Interest		
Professional Services	3 people for three days 1 x PM, 1 x installer, 1 x technician 2 nights local hotel, sustenance mileage, parking if required			
Redacted under FOIA Section 43 – Commercial Interest				
Total Price		GBP 10,550.00		

## **Budget 4 -**

Quote Number IGV-Q00003230

Prepared By Redacted under FOIA Section 40 – Personal ii Account Name DSTL  
Email Redacted under FOIA Section 40 – Person  
Created Date 17/08/2023

Project description DSTL 6 metre cylinder SLA Renewal

Product	Description	Sales Price	Quantity	Price
Service Level Agreement	1-year annual service and software support.	Redacted under FOIA Section 43 – Commercial Interest		
Subtotal		Redacted under FOIA Section 43 – Cor		
Discount				
Total Price		GBP 9,950.00		