China Telecom (Europe) Ltd.
中国电信（欧洲）有限公司

TERMS AND CONDITIONS FOR ARRANGEMENT SERVICES

This Agreement (as defined below) is made between (1) **China Telecom (Europe) Limited**, a company incorporated under the laws of England with its registered address at 11th Floor, Exchange Tower, 1 Harbour Exchange Square, London, E14 9GE, United Kingdom (hereinafter "**CTE"**) and (2) the customer named in the Order Form (**Customer**).

It is agreed as follows:

1 Structure of the agreement

1.1 This full agreement between CTE and Customer (**Agreement**) comprises

1.1.1 these Terms and Conditions in this document;

1.1.2 the Order Form; and

1.1.3 the Vendor Terms.

2 CTE's relationship with the Customer

2.1 This Agreement enables the Customer to procure and manage certain Vendor Services using the Arrangement Services subject always to the terms set out in this Agreement.

2.2 For transactions concerning Vendor Services:

2.2.1 the Customer's purchase and use of the Vendor Services will be governed by the terms under which the Vendor provides Customer with access to and use of those Vendor Services as notified to the Customer as part of the ordering process and which shall be incorporated herein by reference, with the exception of the terms relating to the applicable charges, security deposits and invoicing, which shall exclusively be as set out in this Agreement (the **Vendor Terms**);

2.2.2 CTE will only provide the Arrangement Services, including all billing as set out in this Agreement, in respect of the Vendor Services;

2.2.3 if there is any conflict between the terms of these Terms and Conditions and the Vendor Terms, the terms of these Terms and Conditions will prevail and govern the Customer's relationship with CTE , and the terms of the relevant Vendor Terms will govern the Customer's relationship with such Vendor.

2.3 The terms and conditions of this Agreement prevail over any inconsistent terms or conditions contained in, or referred to in, the Order Form, any request, offer or order made by the Customer, confirmation of order, or specification, or implied by law, trade custom, practice or course of dealing.

3 Customer obligations

3.1 The Customer shall:

3.1.1 ensure that access to and use of the Arrangement Services and Vendor Services complies with the terms of this Agreement and all applicable laws;

3.1.2 promptly notify CTE of any unauthorised use of, or access to, the Arrangement Services and Vendor Services;

3.1.3 not sell or resell Vendor Services;

3.1.4 ensure that all additional restrictions related to the use of Vendor Services as set forth in the applicable Vendor Terms are complied with.

3.2 Certain Vendor Services may require the Vendor to access Customer Data which is held by CTE as part of the Arrangement Services in order to provide the Vendor Service, as described in the relevant service listing. By purchasing or enabling any such Vendor Service, Customer will be instructing CTE to share Customer Data with the Vendor of such Vendor Service in order for the Vendor to provide the Vendor Services. The Customer acknowledges that CTE will have no further access to or control over any Customer Data once shared with the Vendor and that the Vendor's access, use, storage, deletion and processing of such Customer Data will be governed by the Vendor Terms or such other terms governing Vendor's provision of the Vendor Service to the Customer. For the avoidance of doubt, CTE's access to and use of any Customer Data will be governed by the terms of this Agreement including in particular clause 10.

4 Charges

4.1 The Charges shall be as stated in the Order Form as the same may be varied in accordance with the terms of these Terms and Conditions or, if relevant, the applicable Vendor Terms.

4.2 The Charges are exclusive of all Taxes and other charges and duties, which shall be paid by the Customer in addition to the Charges (and in the case of Taxes at the rate and in the manner for the time being prescribed by law).

4.3 CTE reserves the right by giving notice to the Customer at any time to increase the applicable Charges to reflect any increase in the cost to CTE which is due to any factor beyond the control of CTE (including any foreign exchange fluctuation, currency regulation, alteration of duties, change in legislation, price increase by the Vendors).

5 Credit vetting and security payments

5.1 During the term of this Agreement, the Customer acknowledges that it may become subject to credit

vetting if the following circumstances apply:

5.1.1 there is material adverse change in the Customer's financial position which results in a reduction in the Customer's issued credit rating or (in the absence of such a credit rating) a financial score provided by an accredited ratings agency; and/or

5.1.2 there has been a recent or subsequent non-payment or partial non-payment for the Arrangement Services, Vendor Services under this Contract (by thirty days or more of a single invoice or any late payment of three consecutive invoices) where the non-payment or partial non-payment is not the subject of a dispute.

5.2 CTE may require that the Customer provides a deposit, guarantee or payment for the Charges in advance (the **Security Payment**) as set out in the Order Form. If the Customer refuses to provide such Security Payment, CTE may refuse to accept any request from the Customer until such Security Payment is provided.

5.3 Any Security Payment required to be provided by CTE under clause 5.2 above, shall be no greater than the value of Charges under this Agreement for three (3) months and the amount or requirement for the Security Payment shall be reviewed by CTE at regular intervals (and at least annually).

5.4 Where the Customer provides a Security Payment in the form of a deposit, it will be held until twelve (12) consecutive months of payments have been paid on or by the due date after which the Customer will have the value of their deposit credited against CTE's invoices from that date.

6 Invoices and payment

6.1 CTE will issue an invoice in accordance with the credit type for invoicing set out in the Order Form.

6.2 Subject to clause 7, the Customer must pay all invoices in full:

6.2.1 within the time for payment specified in the Order Form or, if no such payment terms are so specified, within thirty (30) days of the date of the invoice;

6.2.2 in the currency specified in the Order Form; and

6.2.3 without any withholding, deduction, set off or counterclaim.

6.3 Time for payment of the Charges shall be of the essence.

6.4 CTE reserves the right at its sole discretion to appoint from time to time an Affiliate and/or a third party as its agent:

6.4.1 to issue invoices to the Customer on behalf of CTE; and/or

6.4.2 to collect and receive payments due under this Agreement from the Customer on behalf of CTE,

and the Customer acknowledges and agrees to such arrangements.

6.5 In addition and without prejudice to any other remedies CTE may have, if the Customer fails to pay any amount when due, CTE shall without notice to the Customer be entitled to:

6.5.1 charge interest on the overdue amount from the date due until the date paid at the rate of 1.5% per month. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest immediately on demand by CTE;

6.5.2 terminate this Agreement and / or suspend any further performance under this Agreement; and

6.5.3 net or set off amounts payable by CTE to the Customer under this Agreement.

6.6 The Customer indemnifies CTE in respect of any costs, losses it may incur and/or Vendor claims it may receive arising out of or in connection with the late payment of any Charges.

7 Billing disputes

7.1 If the Customer reasonably disputes any matter contained in any invoice, the Customer shall:

7.1.1 pay the undisputed portion of the invoiced charges by the due date for the relevant invoice; and

7.1.2 notify CTE in writing of the disputed amount providing the invoice number and reasonable details as to why the amount is disputed within twenty (20) Business Days of the date of the relevant invoice;

provided that this clause 7 shall not apply to any Charges applying specifically to the Vendor Services, which must be paid on time and without any deduction or set off.

7.2 A dispute shall not be cause for delay of payment of the balance due, nor may it be grounds for the Customer to withhold payment of any undisputed amount.

7.3 In the event of a dispute, the parties will investigate the matter and use reasonable endeavours to resolve the disputed charges within twenty (20) Business Days of the notice of the dispute. If the parties are unable to resolve the dispute informally in good faith within those twenty (20) Business Days, CTE reserves the right to terminate this Agreement or suspend any further performance under this Agreement.

7.4 Following resolution of the dispute, the adjustment (if any) will be applied to the payment of the Customer's next invoice. If it is ultimately determined that the adjustment amount is payable by the Customer, CTE may (without prejudice to any other remedies CTE may have) charge interest on the adjustment amount from the original due date for payment of the disputed amount at the rate of 1.5% per month. Such interest shall accrue on a daily basis from for each day thereafter until actual payment is made, whether before or after judgment. The

Customer shall pay the interest immediately on demand by CTE.

8 Termination

8.1 Either party may terminate this Agreement:

8.1.1 where the other party is in material breach of this Agreement and that breach is not remedied twenty (20) Business Days after the breaching party has received notice to do so;

8.1.2 on notice to the other party where the other party suffers an Insolvency Event; or

8.1.3 where a Force Majeure Event continues for more than twenty (20) Business Days.

8.2 CTE may terminate this Agreement with immediate effect where:

8.2.1 CTE is directed by a competent authority to cease the Services or the provision of the Services or any part of it, or the continued provision of the Services would cause CTE to be in breach of applicable laws or regulations

8.2.2 CTE is requested to cease providing access to the Vendor Services by the respective Vendor or is informed by the Vendor that it will suspend or no longer provide the Vendor Service to the Customer; or

8.2.3 the Customer is in material breach of any Vendor Terms.

8.3 If during the term of this Agreement, any government agency enacts any law or regulation, imposes any requirements or restrictions, or takes any other actions, which, in CTE's sole discretion, causes CTE to be unable to perform its obligations under this Agreement, the Parties shall, at the request of the CTE, enter into good faith negotiations with the objective of amending the terms of this Agreement to the extent permissible under the relevant law or regulation, requirement or restriction, or government action. If the Parties cannot reach a reasonably acceptable modification within one (1) month of the CTE's request, either Party shall have the right to unilaterally terminate this Agreement without liabilities by giving one (1) month written notice to the other Party.

8.4 On termination of this Agreement by either party for any reason:

8.4.1 all Confidential Information of a party must on the request of a party be destroyed or returned to that party by the other party;

8.4.2 all outstanding charges and invoices which have yet to be paid must be paid by the Customer;

8.4.3 accrued rights and obligations of a party are not affected; and

8.4.4 clauses 1, 8.5, 9, 10, 11.1, 11.2 and 11.3, 12 (excluding clause 12.1) and 0will survive termination.

8.5 On termination of this Agreement:

8.5.1 by CTE in accordance with clause 8.1.1 or 8.1.2; or

8.5.2 by the Customer for convenience where permitted by this Agreement,

the Customer must pay CTE the Termination Fee in addition to any outstanding charges payable pursuant to clause 8.4.2. The parties agree that the Termination Fee has been calculated as, and is, a genuine pre-estimate of the loss likely to be suffered by CTE.

9 Liability

9.1 Each party accepts liability to the other party in connection with this Agreement as set out in this clause 9.

9.2 Subject to clauses 9.3, 9.6, 9.7 and 9.8, a party's maximum liability to the other party for Loss suffered or incurred in connection with this Agreement is limited in aggregate to the total amount paid by Customer under this Agreement in the 6-month period preceding the latest event out of which liability arose.

9.3 A party's liability to the other party for Losses under clauses 9.4 and 9.5 is not limited by clause 9.2.

9.4 The exclusions and limitations on a party's liability in this clause 9 do not apply in the case of (i) fraud or fraudulent misrepresentation by it or its employees; (ii) death or personal injury caused by its or its employees' negligence; or (iii) a breach by that Party of obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or (iv) under any indemnities in this Agreement; or (v) for non-payment by that party of any fees, charges and/or amounts owing to the other party; or (vi) any other liability that cannot be excluded or limited under the relevant applicable law.

9.5 The Customer indemnifies CTE for all Loss suffered or incurred by CTE arising from:

9.5.1 any claim from its Personnel;

9.5.2 any claim from any End User or its Personnel;

9.5.3 any claim from a Vendor in relation to the Customer or its Personnel, or any End User or its Personnel in relation to use of or access to the Vendor Services; and

9.5.4 any breach of any law or regulations by the Customer or its Personnel.

9.6 To the extent possible, CTE excludes any and all liability:

9.6.1 to End Users except to the extent that the Customer is the End User; and

9.6.2 to Customers arising out of or in connection with the use of or access to the Vendor Services.

9.7 Other than for liability under clauses 9.4 and 9.5 or for any liability which may not be limited by applicable law, each party excludes any liability for any Consequential

Loss suffered or incurred in connection with this Agreement.

9.8 To the extent possible, CTE excludes all conditions and warranties not expressly provided for in this Agreement and limits its liability for any non-excludable conditions and warranties, where permitted by law to do so, to resupplying the relevant or equivalent services.

10 Confidentiality and Data Privacy

10.1 Each party must:

10.1.1 keep the other party's Confidential Information confidential;

10.1.2 not use or exploit the other party's Confidential Information in any way except in connection with its rights and obligations under this Agreement; and

10.1.3 not disclose the other party's Confidential Information except:

(A) to its Personnel, Affiliates and Vendors who have a need to know for the purposes of this Agreement; or

(B) as required by law or a governmental or other regulatory authority (including any relevant securities exchanges), court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of this disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 10.1.3(B), it takes into account the reasonable requests of the other party in relation to the content of this disclosure.

10.2 Confidential Information does not include any information that:

10.2.1 is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Personnel in breach of this clause);

10.2.2 was available to the receiving party on a non- confidential basis prior to disclosure by the disclosing party;

10.2.3 was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;

10.2.4 was known to the receiving party before the information was disclosed to it by the disclosing party;

10.2.5 the parties agree in writing is not confidential or may be disclosed; or

10.2.6 is developed by or for the receiving party independently of the information disclosed by the disclosing party.

10.3 Each party shall comply with its respective obligations under all applicable laws and regulations relating to use of personal data and privacy in relation to all personal data that is used by it in the course of performing its obligations under this Agreement.

11 Intellectual Property

11.1 The Customer acknowledges that all Intellectual Property Rights in any and all materials, hardware, asset and tools, drawings, specifications and data created or supplied by or on behalf of CTE subsisting in or arising out of the Arrangement Services are and shall remain the sole property of CTE or (as the case may be) its licensor(s) or other third party rights' owner(s), and the Customer shall not at any time make any unauthorised use of such Intellectual Property Rights, nor authorise or permit any of its Personnel or any other person to do so. The Customer shall keep the same in safe custody at its own risk and maintained and in good condition until returned to CTE, and shall not dispose of or use the same other than in accordance with CTE's written instructions or authorisation.

11.2 The Customer acknowledges that all Intellectual Property Rights in any and all materials, hardware, asset and tools, drawings, specifications and data created or supplied by or on behalf of the Vendor as part of or in connection with the Vendor Services is governed by the Vendor Terms or third-party software licence agreements associated with that Vendor Service.

11.3 In relation to the Software:

11.3.1 the Customer acknowledges that it is buying only the media on which the Software is recorded and the accompanying user manuals;

11.3.2 nothing contained in these conditions shall be construed as an assignment of any Intellectual Property Rights in the Software or user manuals;

11.3.3 the Customer shall be subject to the rights and restrictions imposed by the owner of the Intellectual Property Rights in the Software and user manuals, and shall comply with all licence agreements, terms of use and registration requirements relating to them; and

11.3.4 the Customer agrees that except as expressly permitted by applicable law it will not decompile, disassemble or otherwise reverse engineer any Software. Requests for interface information relating to the Software shall be addressed in writing to CTE marked for the attention of the Legal Officer.

11.4 Neither party shall have the right to use the other party's or its Affiliates' trademarks, service marks or trade names or to otherwise refer to the other party in any marketing, promotional or advertising materials or activities without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except that CTE may list the Customer as a customer of CTE's products and services in sales,

promotional and advertising materials.

12 General

12.1 Warranty

Each party warrants to the other party that it:

12.1.1 is duly incorporated and subsisting under, and the operation of its business is in compliance with, the law of the relevant jurisdiction; and

12.1.2 has the complete right and authority to enter into this Agreement without approval or consent of any third party.

12.2 Force majeure

Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control (a **Force Majeure Event**). In such circumstances the time for performance of the affected obligations will be extended by the time of the delay caused by the Force Majeure Event.

12.3 Notices

12.3.1 A notice given to a party under or in connection with this Agreement shall be in writing and sent to the party at the address set forth at the top of this Agreement or as otherwise notified in writing to the other party in accordance with this clause 12.3. Any notice shall be duly served:

(A) on delivery if delivered by hand;

(B) forty-eight (48) hours after sending if sent by pre-paid post or recorded delivery;

(C) on the date and at the time that the courier's delivery receipt is signed, if delivered by commercial courier; or

(D) at the time of transmission, if sent by fax or email, unless sent after 17.00 in the place of receipt in which case it shall be deemed to have been received on the next Business Day in the place of receipt provided that a copy has also been sent by post as set out in clause 12.3.1(B).

12.4 Variation

Save as expressly provided in this Agreement, no variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

12.5 Assignment

12.5.1 Subject to clauses 6.4 and 12.5.2, this Agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).

12.5.2 CTE has the right to:

(A) assign to any of its Affiliates part or all of its rights and obligations under this Agreement without the Customer's consent; and

(B) sub-contract the provision of all or part of performance of this Agreement to any Affiliate of CTE or a Third Party Provider, but CTE will remain primarily liable for the performance of its obligations under this Agreement.

12.6 Entire agreement

12.6.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.

12.6.2 Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement.

12.6.3 No party shall have any claim for innocent or negligent misrepresentation based upon any statement in this Agreement.

12.6.4 Nothing in this clause 12.6 shall limit or exclude any liability for fraud.

12.7 Severability

12.7.1 If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

12.7.2 If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

12.8 Waiver and remedies cumulative

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy. A waiver of any right or remedy under this Agreement is only effective if given in writing. Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

12.9 **No third party rights**

Except to the extent expressly provided otherwise by this Agreement, a person who is not a party to this Agreement shall not have any rights under or in connection with this Agreement, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise Non-exclusive arrangements.

Nothing in this Agreement diminishes, restricts or prejudices the rights of either party to enter into similar agreements with a third party.

12.10 **No partnership or agency**

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute a party the agent of the other party, nor authorise a party to make or enter into any commitments for or on behalf of the other party.

12.11 **Further assurances**

Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement.

12.12 **Language**

12.12.1 This Agreement is drafted in the English language. If this Agreement is translated into any other language, the English language text shall prevail.

12.12.2 Any notice given under or in connection with this Agreement shall be in the English language. All other documents provided under or in connection with this Agreement shall be in the English language, or accompanied by a certified English translation. If such document is translated into any other language, the English language text shall prevail.

12.13 **Governing law**

This Agreement and all documents made under this Agreement shall be governed by and construed and enforced in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

12.14 **Dispute resolution**

12.14.1 Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof ("Dispute"), must follow the dispute resolution process set out in this clause 12.14 before commencing proceedings. To avoid doubt, billing and payment disputes shall be dealt with under clause 7.

12.14.2 All Disputes shall be referred to a senior executive who has authority to resolve the Dispute. The senior executives shall consider the Dispute and shall negotiate in good faith to resolve it. If the Dispute is not resolved by the senior executives within twenty (20) Business Days after their appointment, then the parties are free to commence external proceedings.

12.14.3 Nothing in this clause 12.14 prevents either Party from seeking urgent injunctive or interlocutory relief from a court of competent jurisdiction.

12.15 **Anti-bribery**

12.15.1 Each party shall:

(A) comply with all applicable laws, statutes and regulations relating to anti-bribery and anti- corruption including the Bribery Act 2010;

(B) have and shall maintain in place throughout the term of the Agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the requirements set out in clause 12.15.1, and will enforce them where appropriate; and

(C) promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of the Agreement.

12.15.2 A breach of this clause 12.15 shall be a material breach of this Agreement.

13 Definitions and Interpretation

13.1 In this Agreement, unless the context otherwise indicates:

Affiliate means in respect of a company, a company which is its subsidiary or holding company or a company which is a subsidiary of that holding company;

Agreement has the meaning given in clause 1.1;

Arrangement Services means the value-added services that CTE provides to enable the Customer to use the cloud services provided by the Vendor as described in the Order Form;

Business Day means a day other than a Saturday, Sunday or a public or general holiday in the location where the obligation is to be performed or England (whichever is appropriate);

Charges mean the charges as set out in the Order Form for the Services obtained under or pursuant to this Agreement;

Commencement Date means the date on which the last party to this Agreement has executed the Order Form;

Confidential Information means any information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or whatever media

it is stored) including information which relates to the business, affairs, properties, assets, trading practices, goods/services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either party and all personal and private data and includes the terms of and information in this Agreement;

Consequential Loss means any:

(i) loss of profits, use, anticipated savings, revenue, business opportunity, goodwill, reputation, economic loss or data; and/or

(ii) Indirect loss or damages, special, punitive or consequential loss;

Dispute has the meaning given in clause 12.14;

End User means any person who uses the Arrangement Services, Vendor Services and includes the Customer;

Force Majeure Event has the meaning given in clause 12.2;

Insolvency Event means, in relation to a party to this Agreement:

(i) any evidence of the potential or imminent insolvency of the relevant party or that Party's insolvency, dissolution or cessation of business operations;

(ii) the relevant party filing a petition in bankruptcy or if a petition in bankruptcy is filed against it;

(iii) the relevant party making an assignment for the benefit of any of its creditors or similar arrangement pursuant to any bankruptcy law or similar law of an applicable jurisdiction;

(iv) the relevant party ceasing to carry on its business; and/or

(v) if the relevant party is resident in a jurisdiction other than England and Wales and an event similar or equivalent to any of those specified in sub-clauses (i), (ii), (iii) or (iv) occurs in relation to such party;

Intellectual Property Rights means any and all existing and future rights associated with registered and unregistered copyrights, trademarks, trade dress, trade names, corporate names, logos, inventions, patents, patent applications, software, know-how, and all other intellectual and industrial property and proprietary rights of every kind and nature and however designated, wheresoever arising or subsisting;

Loss means all loss, liability, damage, cost and expense (including Taxes and reasonable legal fees);

Normal Business Hours means CTE's official business hours (as may be notified by CTE from time to time) on a Business Day in the location where the obligation is to be performed or 9.00 am to 5.30 pm on a Business Day in England (as appropriate);

Order Form means the agreed order for Services (evidence by signature of both parties) including any applicable price list to which these Terms and Conditions are incorporated;

Personnel means employees, officers, agents, consultants, contractors, sub-contractors and their employees, officers, agents, consultants, contractors and sub-contractors;

Sanctions means:

(i) United Nations sanctions imposed pursuant to any United Nations Security Council Resolution;

(ii) U.S. sanctions and export controls administered by the Office of Foreign Assets Control ("OFAC"), the U.S. Department of the Treasury or the Bureau of Industry and Security ("BIS") or any other U.S. Government authority or department;

(iii) EU restrictive measures adopted pursuant to any EU Council or Commission Regulation or Decision adopted pursuant to a Common Position in furtherance of the EU's Common Foreign and Security Policy;

(iv) UK sanctions administered by HM Treasury, the Export Control Organisation, or any other UK Government authority or department;

(v) Chinese sanctions and export control administered by the Ministry of Commerce, the Ministry of Foreign Affairs, and any other Chinese Government authority or department; and

(vi) any other economic sanctions or export control laws and regulations applicable to either party.

Services means the Arrangement Services and Vendor Services;

Software means any operating system provided as part of the Vendor Services;

Taxes means all forms of taxation, duties, levies, imposts and other similar impositions of any jurisdiction whether central, regional or local (but excluding income tax attributable to CTE);

Termination Fee means the termination fee set out in the Order Form or, if no such termination fee is stated in the Order Form, then an amount equal to:

(i) all outstanding Charges; and

(ii) the aggregate charges, payable to any Affiliates, Vendors or Third Party Providers, if any, for which CTE is or becomes contractually liable in connection with any such termination;

Vendor means a third-party provider whose service offerings are available via the Arrangement Services; and

Vendor Services has the meaning given in the Order

Form.

13.2 In this Agreement, unless the contrary intention appears:

13.2.1 headings are for convenience only and do not impart any meaning;

13.2.2 the singular includes the plural and vice versa;

13.2.3 references to any legislation includes all amendments, modifications, consolidation or re-enactment of that legislation;

13.2.4 a reference to a party is a reference to a party to this Agreement;

13.2.5 mentioning anything after "include", "includes" or "including" does not limit the reference to anything else which might be included;

13.2.6 other grammatical forms of defined words and expressions have corresponding meanings; and

13.2.7 references to clauses herein are to clauses of these Terms and Conditions.