SYNERGIST

SERVICE SPECIFIC TERMS AND CONDITIONS

1. INFORMATION ABOUT THESE TERMS

1.1. These service specific terms and conditions ("**Terms**") apply to the provision and receipt of the Services and should be read in conjunction with the Order Form, the General Terms and Conditions and, if applicable, the DPA. The SLAs shall also apply to the Services but only where the Customer is subscribed to the Enterprise Subscription Tier and the Order Form expressly states that the SLA applies.

1.2. Capitalised terms used in these Terms which are not defined in Clause 2 or in the relevant Clause itself shall have the meaning given in the Order Form, General Terms and Conditions or DPA (as applicable).

2. DEFINITIONS AND INTERPRETATION

2.1. The following terms shall have the following meanings unless the context requires otherwise:

"Acceptable Use Requirements" means the restrictions in Clause 4.3 of the General Terms and Conditions and Clauses 11.2.6 and 11.2.7 of these Terms, together with any acceptable use policy that the Supplier introduces in accordance with Clause 12.6.

"Back-Up Policy" means the policy available at https://synergist.co.uk/synergist-cloud-backup-policy or such other website address as may be notified to the Customer by the Supplier from time to time.

"Customer Comms Links" means any and all information technology communication links required by the Customer to facilitate its access to the Services.

"Customer Environment" means the devices, browsers, network connections, telecommunications links and other systems from which the Customer accesses the Services.

"Documentation" means the user instructions and product documentation made available by the Supplier for the Services.

"General Terms and Conditions" means the Supplier's terms and conditions (available at https://www.synergist.co.uk/general-terms-and-conditions).

"Hosting and Data Storage" means the hosting and data storage services to be procured by the Supplier.

"Hosting and Data Storage Provider" means Amazon Web Services EMEA SARL or any other provider of Hosting and Data Storage that the Supplier may engage in connection with this Agreement from time to time.

"Incident" means an error or fault causing an interruption to, or material reduction in, the expected functionality or performance of the Subscription Services.

"Integration Features" means the application programming interfaces, model context protocol server, connectors, integrations and related tools made available by the Supplier to enable the Subscription Services to connect or interact with Third-Party Services.

"Limitation(s)" means the limitations on the use of the Subscription Services specified in this Agreement and in the Order Form and as may be amended by the Supplier in accordance with Clause 12.6.

"Minimum Monthly Charge" means the minimum monthly charge applicable to a given Subscription Tier.

"SLA" means the service level agreement available at https://synergist.co.uk/synergist-cloud-service-level-agreement (which may be amended in accordance with Clause 12.6).

"Support Request" means the Customer's request for support submitted through the Supplier's designated support channels.

"Support Services" means the support services to be provided by the Supplier from time to time, as further described in the Order Form.

"Third-Party Provider" means the provider of a Third-Party Service.

"Third-Party Service" means any software, application, platform, artificial intelligence system or agent, or other service that is not provided by the Supplier (or by a Subprocessor on the Supplier's behalf) and that the Customer or its Users connect to, or enable to interact with, the Services.

2.2. In these Terms, references to "**Clauses**" are to clauses of these Terms. The rules of interpretation set out in the General Terms and Conditions apply to these Terms.

3. ONBOARDING SERVICES

3.1. Where the Order Form specifies that Onboarding Services are to be provided, the Supplier shall provide the onboarding, configuration and training services described in the Order Form (the "**Onboarding Services**") in consideration of the Onboarding Fees set out in the Order Form. The Supplier shall perform the Onboarding Services with reasonable skill and care.

3.2. The Onboarding Fees are an estimate based on the agreed scope. The Supplier may make minor adjustments to the scope of the Onboarding Services (including the manner and sequencing of delivery) without the Customer's prior consent, provided such adjustments do not result in the Onboarding Fees exceeding the estimated Onboarding Fees set out in the Order Form by more than 10%. Where it becomes apparent that any adjustment to the scope would cause the Onboarding Fees to exceed such estimated Onboarding Fees by more than 10%, the Supplier shall notify the Customer in writing and no such additional cost shall be incurred without the Customer's approval.

3.3. Unless otherwise agreed, the Customer shall reimburse all costs, charges and any other expenses in connection with the provision of the Onboarding Services incurred by the Supplier ("**Expenses**"), subject to:

3.3.1. individual items under £500 requiring no prior approval; and

3.3.2. individual items above £500 requiring written approval (email being sufficient).

3.4. Onboarding Fees are non-refundable once invoiced.

3.5. The Customer shall:

3.5.1. provide the Supplier with timely access to its personnel, systems and information as reasonably required for the performance of the Onboarding Services;

3.5.2. attend workshops and training sessions as agreed between the Parties;

3.5.3. respond promptly to the Supplier's reasonable requests; and

3.5.4. check source data, mappings and migrated data.

The Supplier shall not be liable for any delay in, or non-completion of, the Onboarding Services to the extent caused by the Customer's failure to comply with this Agreement including its failure to validate outputs, and the Supplier may adjust any delivery timetable, milestone date or implementation plan to reflect delays caused by the Customer.

3.6. All Intellectual Property Rights in the Software and in the Supplier's standard configurations, templates and materials remain the property of the Supplier or its licensors. The Supplier grants the Customer a non-exclusive, non-transferable licence to use any Customer-specific configurations developed in the course of the Onboarding Services solely in connection with the Customer's use of the Services during the term of this Agreement.

4. SUBSCRIPTIONS

4.1. Subject to payment by the Customer of the Subscription Fees, the Supplier grants the Customer a non-exclusive, non-transferable right, without the right to grant sublicences, to permit Users to use the Subscription Services and Documentation during the Subscription Term solely for the Customer's internal business operations.

4.2. The Customer shall subscribe to a particular Subscription Tier and Minimum Monthly Charges shall apply.

4.3. In relation to the Users, the Customer undertakes that:

4.3.1. the maximum number of Users that it authorises to access and use the Subscription Services and Documentation shall not exceed the number of Subscriptions it has purchased from time to time;

4.3.2. it will not allow or suffer any Subscription to be used by more than one individual User unless it has been reassigned in its entirety to another individual User, in which case the prior User shall no longer have any right to access or use the Subscription Services and/or Documentation; and

4.3.3. each User shall keep a secure log-in and password for their access and use of the Subscription Services and Documentation, and each User shall keep their password confidential.

4.4. The Customer agrees that it shall not authorise any person to access or use the Subscription Services and/or Documentation unless:

4.4.1. such person is an employee of the Customer;

4.4.2. such person is a Customer Group member and the Customer and the relevant Group member have complied with their respective obligations under Clause 5.1; or

4.4.3. such person is a third party engaged by the Customer on a temporary basis or for a particular project and such person is required to provide additional business capacity for the Customer.

5. CUSTOMER GROUP ACCESS

5.1. If the Customer wishes to allow a Customer Group member to access and use the Subscription Services and the Documentation, the Customer:

5.1.1. shall submit a prior written request to the Supplier providing details of such Group member, and the Supplier shall evaluate such request and notify the Customer of its approval or rejection of the same (at its sole discretion) within 10 Business Days from the date it receives such request. For the avoidance of doubt, if the Subscription Tier subscribed to by the Customer does not permit multiple members of a corporate group of companies to access and use the Subscription Services and the Documentation, any such request will be automatically rejected; and

5.1.2. if the Supplier approves the request made under Clause 5.1.1, the Customer shall:

5.1.2.1. pass a copy of this Agreement to the approved Group member and shall obtain a written agreement (in the form required by the Supplier) from an authorised signatory of such Group member that it has received a copy of this Agreement and that it will observe and perform the obligations of the Customer under this Agreement as if it were a party to it as the Customer, acknowledges the terms upon which the Customer is granted its right under this Agreement and grant third party rights under the Contracts (Rights of Third Parties) Act 1999 entitling the Supplier to enforce such agreement;

5.1.2.2. provide a copy of the agreement to the Supplier as soon as possible upon its receipt of the same; and

5.1.2.3. ensure, procure and guarantee that the Group member shall comply with the provisions of this Agreement as if it were a party to it as the Customer.

5.2. For the avoidance of doubt:

5.2.1. the Customer shall, without prejudice to Clause 5.1.2.3, be responsible for the Customer Group member's access to and use of the Subscription Services and Documentation;

5.2.2. the Customer shall not allow any access and/or use of the Subscription Services and Documentation to the Group member prior to its compliance with Clauses 5.1.2.1 and 5.1.2.2;

5.2.3. the Customer shall continue to make Subscription Change Requests (including an Additional User Request) in accordance with Clause 8;

5.2.4. if a Group member ceases to be a Group member of the Customer, it shall no longer have the right to access or use the Subscription Services and Documentation; and

5.2.5. a Group member may not enforce the terms of this Agreement against the Supplier and save for the right to access and use the Subscription Services and Documentation they shall have no rights or benefits pursuant to this Agreement.

6. SUBSCRIPTION SERVICES

6.1. The Supplier shall, during the Subscription Term, provide the Subscription Services and make available the Documentation to the Customer on and subject to the terms of this Agreement.

6.2. The Supplier shall use commercially reasonable endeavours to make the Subscription Services available 24 hours a day, seven days a week, except for:

6.2.1. maintenance carried out between the hours of 12 midnight to 5.00 am (UK time); and

6.2.2. any other (unscheduled) maintenance, provided that the Supplier has used reasonable endeavours to provide the Customer with prior notice if reasonably possible.

6.3. The Supplier undertakes that the Subscription Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.

6.4. The undertaking set out in Clause 6.3 shall not apply to the extent that a breach of Clause 6.3 arises as a result of or in connection with any:

6.4.1. use of the Services by the Customer other than in accordance with the terms of this Agreement or the Supplier's instructions; or

6.4.2. modification or alteration of the Services by any party other than the Supplier.

6.5. Subject to Clause 6.4, if the Subscription Services are not provided in accordance with Clause 6.3, the Supplier will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in Clause 6.3.

7. SUPPORT SERVICES

7.1. The Supplier will, as part of the Subscription Services, provide the Customer with Support Services during Business Hours. Such Support Services do not include assistance with functionality that has not been configured or implemented for the Customer as part of the Services and the Supplier may treat such requests as additional professional services chargeable at its then-current rates.

7.2. The Customer may purchase enhanced support, training, system configuration and/or report writing services separately at the then current rates.

7.3. Each Support Request shall include a description of the Incident and, where relevant, the start time of the Incident together with reasonable diagnostic information and secure access required to investigate a Support Request, subject to notified security requirements.

7.4. The Supplier shall prioritise all Support Requests based on its reasonable assessment of the severity level of the Incident reported and use commercially reasonable efforts to correct the Incident or provide a workaround.

8. SUBSCRIPTION AND TIER CHANGES

8.1. The Customer may request to make a change to the number of Subscriptions or its Subscription Tier by submitting a written request to the Supplier stating that it wishes to:

8.1.1. increase the then current number of Subscriptions (each an **"Additional User Request"**);

8.1.2. reduce the then current number of Subscriptions (a **"Reduction Request"**); or

8.1.3. upgrade to a higher Subscription Tier (**"Upgrade Request"**),

each a **"Subscription Change Request"**.

8.2. The Customer shall not be permitted to downgrade to a lower Subscription Tier.

8.3. Each Subscription Change Request shall contain the following detail (as applicable):

8.3.1. each Additional User Request or Reduction Request shall include details of how many Subscriptions are required or the number of Subscriptions that are no longer required, as applicable; and

8.3.2. each Upgrade Request shall include details of the Subscription Tier which the Customer wishes to upgrade to.

8.4. The Supplier shall evaluate each Subscription Change Request and notify the Customer in writing of its approval or rejection of the same within 5 Business Days from the date it receives such request. Any Reduction Request will automatically be rejected if it would result in the monthly Fees falling below any applicable Minimum Monthly Charge for the relevant Subscription Tier currently subscribed to by the Customer.

8.5. If, at the point of receiving the Upgrade Request, the Supplier determines that the Customer's monthly Fees are typically below the minimum applicable to the Subscription Tier it has requested to upgrade to, the Supplier will notify the Customer of the increase in Minimum Monthly Charges that will apply. The Customer may withdraw its request to upgrade within 5 Business Days of receiving such information, otherwise the increase in Minimum Monthly Charges shall take effect from the date that the Subscription Tier upgrade takes effect.

8.6. If the Subscription Change Request is approved and the resulting change will take effect during an invoicing period (as specified in the Order Form) where:

8.6.1. (in relation to an Additional User Request or Upgrade Request) an invoice for that invoicing period has already been raised, the Supplier will raise an additional invoice for an amount calculated on a pro rata daily basis by reference to the remainder of that invoicing period;

8.6.2. (in relation to a Reduction Request) an invoice for that invoicing period has already been raised, no pro rata credit shall be issued and the reduction shall instead be reflected in the next invoice; or

8.6.3. an invoice for that invoicing period has not already been raised, the relevant increase or reduction shall be applied to the invoice.

9. HOSTING AND DATA STORAGE

9.1. The Subscription Services are hosted using a third-party hosting provider. The Supplier may replace that provider, subject to the DPA.

9.2. The Customer shall comply, and shall ensure that its Users comply, with the Acceptable Use Requirements.

9.3. The Customer shall indemnify and keep the Supplier fully indemnified and hold the Supplier harmless against any claims, damages, losses, liabilities, costs and expenses (including reasonable legal fees) arising out of or relating to any breach by the Customer or its Users of the Acceptable Use Requirements.

9.4. If the Customer's data storage usage is materially in excess of that typical of comparable customers subscribing to the same Subscription Tier, the Supplier may charge the Customer for any additional costs incurred by the Supplier from its Hosting and Data Storage Provider as a result of such excess usage, and the Customer shall pay such charges in accordance with Clause 5 of the General Terms and Conditions.

10. CUSTOMER DATA

10.1. The Customer (or its Group members, if any) shall own all right, title and interest in and to all of the Customer Data (but excluding Aggregated Data) and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

10.2. The Supplier shall follow its archiving procedures for Customer Data as set out in its Back-Up Policy, which may be amended by the Supplier in accordance with Clause 12.6. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Supplier in accordance with the archiving procedure described in its Back-Up Policy. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by the Supplier to perform services related to Customer Data maintenance and back-up), save to the extent caused by the Supplier's breach of this Agreement.

10.3. The Customer agrees and acknowledges that the Supplier or the Hosting and Data Storage Provider may remove from the Services, disable access to or quarantine any Customer Data that breaches any Applicable Law, the terms of this Agreement (including the Acceptable Use Requirements) or applicable third party platform requirements, or which the Hosting and Data Storage Provider requests that the Supplier removes. Where reasonably practicable, the Supplier shall notify the Customer before taking any such action.

11. CUSTOMER OBLIGATIONS

11.1. The Customer agrees that it shall:

11.1.1. comply with any Limitations and otherwise not permit any third party to use the Services (or any part of them) in any way whatsoever, except as permitted by this Agreement;

11.1.2. access the Services only by such means as the Supplier may stipulate from time to time;

11.1.3. ensure that the Users use the Services and the Documentation in accordance with this Agreement and shall be responsible for any User's breach of this Agreement;

11.1.4. ensure that the Customer Environment, its network and systems comply with the relevant specifications set out at https://www.synergist.co.uk/support/technical-specification (which may be amended by the Supplier in accordance with Clause 12.6); and

11.1.5. be solely responsible for procuring and maintaining the Customer Comms Links, its network connections and telecommunications links from its systems to the Supplier's data centres.

11.2. Except to the extent such a restriction is prohibited by Applicable Law which is incapable of exclusion by agreement between the Parties, the Customer shall not:

11.2.1. copy, reproduce, adapt, modify or create derivative works from the whole or any part of the Software nor permit the Software or any part thereof to be combined with or become incorporated in any other programmes, nor decompile, disassemble or reverse engineer the Software nor attempt to do any of such things;

11.2.2. access all or any part of the Services, Software or Documentation in order to build a product or service which competes with the Subscription Services;

11.2.3. use the Services and/or Software to provide services to third parties;

11.2.4. make available or otherwise permit any third party to access or use the Services, Software or Documentation except as expressly permitted by this Agreement;

11.2.5. use the Services and/or Software in any manner which is contrary to the Customer's rights that are expressly set forth in this Agreement and/or the Supplier's instructions provided from time to time;

11.2.6. use the Services and/or Software in any manner which will or is reasonably likely to adversely affect the Services and/or Software, the security of the Services and/or Software and/or the Supplier's technology infrastructure;

11.2.7. circumvent or disable any security or other technological features or measures of the Services and/or Software;

11.2.8. remove any proprietary notices from the Software; and

11.2.9. allow the Software to become the subject of any charge, lien or encumbrance.

12. UPDATES

12.1. The Supplier may, from time to time, make Updates.

12.2. The Supplier may implement Updates for any valid business reason, including to:

12.2.1. improve or enhance the functionality, performance, security or user experience of the Services;

12.2.2. comply with Applicable Law or regulatory requirements;

12.2.3. address security vulnerabilities or technical issues; or

12.2.4. reflect changes to infrastructure, hosting arrangements or third party providers.

12.3. The Supplier may also modify, replace or discontinue any feature or functionality of the Services, provided that such change does not materially degrade the overall core functionality of the Services during the then-current Subscription Term.

12.4. The Customer acknowledges that Updates may result in changes to the appearance, functionality or technical operation of the Services.

12.5. The Supplier shall not be required to provide, maintain or support any specific version of the Services except as expressly agreed in this Agreement.

12.6. The Supplier may amend the SLA, the Back-Up Policy, the Limitations and the technical specifications referred to in Clause 11.1.4, and may introduce or amend an acceptable use policy, from time to time in accordance with Clause 16 of the General Terms and Conditions.

13. USAGE MONITORING

13.1. The Customer acknowledges and agrees that:

13.1.1. use of the Services is restricted by the Limitations; and

13.1.2. the Services allow the Supplier to collect and record usage information through the internet to verify compliance with the terms of this Agreement and calculate usage-based Fees such as the number of Subscriptions and amount of data storage space used.

13.2. If the usage information indicates that the Customer's usage exceeds purchased quantities, applicable allowances or Limitations or that the Customer has underpaid any Fees, the Supplier may invoice the Customer for the resulting underpayment at either (as determined by the Supplier in its sole discretion) the applicable additional Fees at the applicable rates set out in the Order Form or the Supplier's then-current rates, and the Customer shall pay such Fees in accordance with this Agreement.

13.3. The Customer shall maintain accurate records relating to its use of the Services and, on reasonable prior notice and no more than once in any 3 month period (unless the Supplier reasonably suspects a material breach of this Agreement or Applicable Law requires otherwise), shall permit the Supplier to audit the Customer's records (including Customer Group members) to establish the name, employment status and validity of each User and the Customer’s compliance with the terms of this Agreement. Any such audit shall, where reasonably possible, be conducted during normal business hours, at the Supplier's expense and in a manner that minimises disruption to the Customer's business.

13.4. If an audit reveals that:

13.4.1. any User credentials have been shared or used in breach of this Agreement, the Customer shall promptly disable such access and take any other remedial action reasonably required by the Supplier; and/or

13.4.2. the Customer has underpaid any Fees, the Customer shall pay the resulting underpayment within 10 Business Days of the Supplier's invoice.

14. THIRD PARTY PROVIDERS, INTERNET AND INTERRUPTIONS

14.1. The Supplier:

14.1.1. does not warrant that the Customer's use of the Services will be uninterrupted or error-free or that the Services or the information obtained by the Customer through them will meet the Customer's requirements; and

14.1.2. is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities;

14.2. The Customer acknowledges and accepts that:

14.2.1. computers need routine maintenance and sometimes break down and that the Services may not operate continuously and in an error-free manner and that, as a result, the Supplier does not guarantee to anyone that the Customer or any other third parties will be able to access the Services at any particular time and the Customer agrees that the Supplier shall have no liability if any such persons are not able to access the Services at all times; and

14.2.2. computer software, including that provided via the Services, is not error, fault or bug free, nor secure from persons wishing to misuse, tamper with, erase, alter or in any other way corrupt computer systems and that the data, information and records they display, retrieve, collate, transfer, calculate or disseminate may be affected by such occurrences, and the Customer agrees that, subject to the Supplier providing support on the terms of this Agreement, the Supplier shall have no liability to the Customer nor to any other third party for any such occurrences arising in respect of or in relation to the Services.

14.3. The Customer acknowledges that the Services may enable or assist the Customer to access the website content of, correspond with, and purchase products and services from, third parties via third party websites and that the Customer does so solely at the Customer's own risk.

15. APIS, INTEGRATIONS AND THIRD-PARTY SERVICES

15.1. Notwithstanding Clauses 4.4, 11.1.1, 11.2.1 and 11.2.4 of these Terms and Clause 4.2.5 of the General Terms and Conditions, the Customer may use the Integration Features to connect Third-Party Services to the Subscription Services for its internal business operations, in accordance with the Documentation and the Limitations. The Customer shall not use the Integration Features to provide services to third parties, to build a competing product, or to circumvent any Limitation or Clause 15.2.

15.2. Access through a Third-Party Service shall be treated as use by the User whose credentials, tokens or authorisations are used. Each individual who uses, or directs the use of, the Services through a Third-Party Service must hold a Subscription. Any automated account or agent not acting solely for a single User requires permission in writing from the Supplier and an additional Subscription at the Supplier's then-current rates.

15.3. The Supplier may apply rate limits and other usage controls to the Integration Features. Usage beyond any allowance in the Order Form is chargeable at the rates set out there or, if none, at the Supplier's then-current rates.

15.4. The Customer is solely responsible for all requests, instructions and actions submitted through a Third-Party Service using credentials, tokens or authorisations issued to it or its Users. This includes any automatically generated by an artificial intelligence system or agent without human review, and any creation, modification or deletion of Customer Data. Subject to Clause 13.1 of the General Terms and Conditions, the Supplier shall have no liability for any loss arising from them, except to the extent caused by the Supplier's breach of this Agreement. On request, the Supplier will use reasonable commercial endeavours to restore affected Customer Data under Clause 10.2, at its then-current rates.

15.5. Third-Party Services are provided by Third-Party Providers, not the Supplier. The Supplier gives no warranty and has no liability in respect of any Third-Party Service, including its availability, security or output, or any change by a Third-Party Provider that affects an integration. Support Services do not extend to Third-Party Services.

15.6. The Customer shall keep all credentials, tokens and authorisations secure and notify the Supplier promptly of any suspected compromise. The Supplier may revoke any credential, token or authorisation, or suspend or restrict any connection, where it reasonably considers this necessary to protect the Services, its systems or other customers, or to comply with Applicable Law. Clause 11.4 of the General Terms and Conditions applies to any such suspension.

15.7. The Supplier may change or withdraw any Integration Feature. It will use reasonable endeavours to give 90 days' notice of changes that would prevent existing integrations working, save where security or Applicable Law requires otherwise. Integration Features do not form part of the core functionality of the Services for the purposes of Clause 12.3.

15.8. Any feature designated alpha, beta, preview or pilot is provided "as is", is excluded from Clause 6.3, any SLA and the Support Services, and may be changed or withdrawn at any time. Where a feature is both an Integration Feature and designated alpha, beta, preview or pilot, this Clause 15.8 applies in addition to Clause 15.7 and, to the extent of any inconsistency, this Clause 15.8 shall prevail. Subject to Clause 13.1 of the General Terms and Conditions, the Supplier's total liability in respect of such features shall not exceed £5,000, such amount forming part of, and not increasing, the cap in Clause 13.3 of the General Terms and Conditions.

15.9. Processing of Personal Data in connection with Third-Party Services is governed by the DPA.

16. SUSPENSION AND TERMINATION

16.1. Without prejudice to the Supplier's rights and remedies elsewhere in this Agreement (including the Supplier's suspension and termination rights set out in the General Terms and Conditions), the Supplier may:

16.1.1. suspend the Customer's access to the Software if:

16.1.1.1. the Customer's use of the Software or Services poses a security risk to the Hosting and Data Storage Provider, the Supplier or any other third party; or

16.1.1.2. the Customer is in breach of the Acceptable Use Requirements; and

16.1.2. terminate this Agreement at any time during the term of this Agreement by giving the Customer written notice if the Customer or any of its Group members (if any) commits a material breach of the Acceptable Use Requirements.

16.2. If the Supplier suspends the Customer's right to use all or any part of the Services, the Customer shall remain responsible for Fees incurred during such suspension and for in-progress tasks completed after the date of such suspension.

17. NON-SOLICITATION

17.1. In order to protect the Supplier's legitimate business interests, the Customer shall not (except with the Supplier's prior written consent) attempt to solicit or entice away, or solicit or entice away, from the Supplier's employment or service the services of any of the Supplier's personnel who are or have been employed by the Supplier during the term of this Agreement, other than by means of a national advertising campaign open to all-comers, not specifically targeted at such staff.

17.2. The restriction in Clause 17.1 shall apply during the term of this Agreement and for a period of 6 months after termination of this Agreement.