

## **Total Annual Charge: £ 444000**

The Total Annual Charge is exclusive of applicable taxes and shipping charges. For any on-site services requested by you, you are responsible for all actual and reasonable travel and living expenses incurred by XYZ's personnel.

Services will be invoiced in advance, except for travel and living expenses, which will be invoiced following the month in which they are incurred. Invoices are payable upon receipt. Late payment fees may apply. You agree to pay by electronic funds transfer or other means acceptable to XYZ to an account specified by XYZ.

Certain Service options allow you to request chargeable on demand services such as in response to an emergency declaration by you. You will be informed of any such additional charge prior to XYZ providing such on demand service and separately invoiced.

In the event of termination, other than due to XYZ breach, XYZ shall have the right to require you to promptly pay all applicable charges due XYZ for the remainder of the Contract Period.

### **Agreement Structure and Acceptance:**

Each of us agrees that the complete agreement between us regarding this transaction consists of: 1) this Schedule, which supersedes all previous versions, 2) the selected Service Option Attachment(s) identified herein, 3) the Statement of Work identified herein, and 4) the Agreement identified herein; and these replace any prior oral or written communication between us.

The SOA(s), SOW and Agreement are as made available at the Internet address referenced herein. **The SOA(s), SOW and Agreement contain key terms that apply to this transaction. You agree to retain a copy of the SOA(s), SOW and Agreement along with this Schedule for your records.** The SOW, Schedule and SOA(s), replace any oral or prior written communication between us regarding this transaction. If there is a conflict among the terms in the various documents then 1) the terms of the SOW prevail over those of the Agreement, 2) the terms of a Service Option Attachment prevail over those of the SOW and the Agreement, and 3) the terms of this Schedule prevail over all the others.

By signing this Schedule (including without limitation by electronic acceptance), you confirm that you have read and accept, without modification, the terms of this Schedule as well as the Agreement, Statement of Work, and selected Service Option Attachment(s) identified herein. All such documents are incorporated by reference into this Schedule. Once accepted, any reproduction of this Schedule (or an associated document) made by reliable means (for example, photocopy, facsimile or printing from the XYZ Internet address) is considered an original and the Services ordered under this Schedule are subject to them. XYZ agrees to provide the Services described in the SOW and applicable Service Option Attachment(s) provided you accept this Schedule on or before the Offer Expiration Date.

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After signing, please return a copy of this Schedule to the "XYZ Company address" shown above.