

OVERSIGHT TERMS AND CONDITIONS

Please read these Terms and Conditions carefully. All contracts that Clear Skies may enter into from time to time for the provision of Oversight and related services shall be governed by these Terms and Conditions. If you sign up for Oversight and its related services, we will ask you to expressly agree to these Terms and Conditions.

1. Definitions

1.1 In these Terms and Conditions, except to the extent expressly provided otherwise:

"Access Credentials" means the usernames, passwords and other credentials enabling access to Oversight;

"Agreement" means a contract between the parties incorporating these Terms and Conditions, and any amendments to that contract from time to time;

"Bank Account" means Clear Skies' bank account, the details of which shall be provided by Clear Skies to the Customer in writing on or in advance of the Commencement Date (or as may be amended by Clear Skies during the Term by advance written notice from Clear Skies to the Customer);

"Business Day" means any weekday other than a bank or public holiday in England;

"Business Hours" means the hours of 09:00 to 17:00 GMT/BST on a Business Day;

"Charges" means all sums payable by the Customer to Clear Skies, as set out in the Order Form and such other amounts as may be agreed in writing by the parties from time to time;

"Clear Skies" means Clear Skies Ltd, a company incorporated in England and Wales (registration number 13911753) having its registered office at 49 Dartmouth Park Road, London, England, NW5 1SU;

"Commencement Date" means the date upon which the last party to sign executes the Order Form;

"Confidential Information" means any information disclosed (whether disclosed in writing, orally or otherwise) by one party to the other that is marked or described as "confidential" or should have been reasonably understood by the other party at the time of disclosure to be confidential, and the terms and conditions of the Agreement; in the case of Clear Skies, Confidential Information includes the Platform, the Deliverables, and Oversight. Confidential Information shall not include:

- (a) information that is publicly known (other than through a breach of an obligation of confidence);
- (b) information that is in possession of the other party prior to disclosure without an obligation of confidence; or
- (c) information that is received by the recipient from an independent third party who has a right to disclose the relevant information;

"Customer" means the person or entity identified as such in the Order Form;

"Customer Systems" means the hardware and software systems of the Customer that interact with, or may reasonably be expected to interact with, Oversight;

"Deliverables" means any output of the Services to be provided by Clear Skies to the Customer as specified in the Order Form;

"Initial Subscription Term" means the initial term of the subscription to Oversight as set out in the Order Form starting on the Subscription Start Date;

"Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

"Order Form" means a hard copy or electronic order form signed or otherwise agreed by or on behalf of each party, incorporating these Terms and Conditions by reference;

"Oversight" means the software product 'Oversight', as detailed in the Order Form, which will be made available by Clear Skies to the Customer as a service via the internet in accordance with these Terms and Conditions;

"Oversight Defect" means a defect, error or bug in the Platform having a material adverse effect on the appearance, operation, functionality or performance of Oversight, but excluding any defect, error or bug caused by or arising as a result of:

- (a) any act or omission of the Customer or any person authorised by the Customer to use the Platform or Oversight;
- (b) any use of the Platform or Oversight contrary to these Terms and Conditions, whether by the Customer, a User, or by any person authorised by the Customer;
- (c) a failure of the Customer to perform or observe any of its obligations in the Agreement; and/or
- (d) the Customer Systems not complying with the requirements set out in Clause 5.2;

"Platform" means the platform managed by Clear Skies and used by Clear Skies to provide Oversight, including the application and database software for Oversight, the system and server software used to provide Oversight, and the computer hardware on which that application, database, system and server software is installed;

"Renewal Period" means the period immediately following expiry of the Initial Subscription Term made up of successive one-month periods;

"Services" means any services that Clear Skies provides to the Customer, or has an obligation to provide to the Customer, under these Terms and Conditions, including Oversight;

"Subscription Start Date" means the date on which Oversight will be made available for use by the Customer, as set out in the Order Form

"Subscription Term" means the Initial Subscription Term together with any subsequent Renewal Period;

"Support Services" means support in relation to the use of, and the identification and resolution of errors in, Oversight, but shall not include the provision of training services;

"Supported Web Browser" means the current release from time to time of Microsoft Edge, Mozilla Firefox, Google Chrome or Apple Safari, or any other web browser that Clear Skies agrees in writing shall be supported;

"Terms and Conditions" means all the documentation containing the provisions of the Agreement, namely the Order Form, the main body of these Terms and Conditions and the Schedule, including any amendments to that documentation from time to time;

"User" means those individuals that use Oversight with the authority of the Customer and by means of the Access Credentials;

"User Interface" means the interface for Oversight designed to allow individual human users to access and use Oversight;

2. Term

- 2.1 This Agreement shall come into force on the Commencement Date and shall continue indefinitely subject to termination in accordance with Clause 13 or any other provision of these Terms and Conditions.
- 2.2 Unless the parties expressly agree otherwise in writing, each Order Form shall create a distinct contract under these Terms and Conditions.

3. Services

- 3.1 Clear Skies shall provide, or shall ensure that the Platform will provide, to the Customer upon the Subscription Start Date the Access Credentials necessary to enable the Customer to access and use Oversight.
- 3.2 Clear Skies hereby grants to the Customer a worldwide, non-exclusive licence to use Oversight by means of the User Interface for the internal business purposes of the Customer in accordance with these Terms and Conditions during the Subscription Term.
- 3.3 The licence granted by Clear Skies to the Customer under Clause 3.2 is subject to the following limitations:
 - (a) the User Interface may only be used through a Supported Web Browser;
 - (b) the User Interface may only be used by the Users; and
 - (c) the User Interface must not be used at any point in time by more than the number of concurrent Users specified in the Order Form, providing that the Customer may add or remove concurrent user licences in accordance with the licence change procedure defined by Oversight.

- 3.4 Except to the extent expressly permitted in these Terms and Conditions or required by law on a non-excludable basis, the licence granted by Clear Skies to the Customer under Clause 3.2 is subject to the following prohibitions: the Customer must not and must ensure that the Users do not:
- (a) the Customer must not sub-license its right to access and use Oversight;
 - (b) the Customer must not permit any unauthorised person or application to access or use Oversight;
 - (c) the Customer must not conduct or request that any other person conduct any load testing or penetration testing on the Platform or Oversight without the prior written consent of Clear Skies.
 - (d) the Customer must not (and must ensure that the Users do not):
 - i. use Oversight or the Deliverables to provide services to third parties;
 - ii. republish, transmit, redistribute or otherwise share with third parties the Deliverables or any content or material from Oversight;
 - iii. make any alteration to the Platform, except as permitted in writing by Clear Skies;
 - iv. copy, reproduce, duplicate, publish, distribute, redistribute, broadcast, transmit, modify, adapt, edit, abstract, store, archive, display publicly or to third parties, sell, license, lease, rent, assign, transfer, disclose (in each case whether or not for charge) or in any way commercially exploit any part of the Services, the Deliverables, Oversight, or the Platform;
 - v. access all or any part of the Deliverables, Oversight or the Platform to build a product or service which competes with the Services or Platform, or to enable a third party to do the same;
 - vi. combine, merge or otherwise permit the Platform or Oversight (or any part of it) to become incorporated in any other program or service, or arrange or create derivative works based on it (in whole or in part); and
 - vii. attempt to reverse engineer, decompile, compile, disassemble, observe, study or test the functioning of or otherwise reduce to human-perceivable form the Deliverables, the Platform or Oversight (or any part of the Platform or Oversight).
- 3.5 The Customer shall indemnify Clear Skies against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential loss, loss of profit, loss of business, loss of contract, loss of opportunity, and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Clear Skies arising out of or in connection with the Customer's breach of this Clause 3.
- 3.6 The Customer shall implement and maintain reasonable security measures relating to the Access Credentials to ensure that no unauthorised person or application may gain access to Oversight by means of the Access Credentials.
- 3.7 The Customer must not (and must ensure that the Users do not) use Oversight:
- (a) in any way that causes, or may cause, damage to Oversight or the Platform or impairment of the availability or accessibility of Oversight.
 - (b) in any way that uses excessive Platform resources and as a result is liable to cause a material degradation in the services provided by Clear Skies to its other customers using the Platform; (and the Customer acknowledges that Clear Skies may use reasonable technical measures to limit the use of Platform resources by the Customer for the purpose of assuring services to its customers generally);
 - (a) in any way that is unlawful, illegal, fraudulent or harmful; or
 - (b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- 3.8 For the avoidance of doubt, the Customer has no right to access the software code (including object code, intermediate code and source code) of the Platform, either during or after the Subscription Term.
- 3.9 The restrictions in Clauses 3.4 to 3.7 (inclusive) shall survive termination or expiry of the Agreement.

4. Availability, Support Services and Maintenance

- 4.1 The Company shall use reasonable endeavours to ensure that the uptime for Oversight is at least 99.9% during each calendar month.

- 4.2 Clear Skies shall provide the Support Services to the Customer during the Subscription Term with reasonable care and skill and in accordance with the Schedule.
- 4.3 Clear Skies may from time to time suspend Oversight for the purposes of scheduled maintenance, providing that such scheduled maintenance must be carried out in accordance with this Clause 4.
- 4.4 Clear Skies shall endeavour to ensure that all scheduled maintenance is carried out during those hours which most suitable for the majority of Clear Skies' customer base.

5. Customer Obligations

- 5.1 Save to the extent that the parties have agreed otherwise in writing, the Customer must provide to Clear Skies, or procure for Clear Skies, such:
- (a) co-operation, support and advice;
 - (b) information and documentation; and
 - (c) governmental, legal and regulatory licences, consents and permits,
- as are reasonably necessary to enable Clear Skies to perform its obligations under the Agreement.
- 5.2 The Customer shall ensure that the Customer Systems comply, and continue to comply during the Subscription Term, with the following requirements in all material respects, subject to any changes agreed in writing by Clear Skies:
- (a) all Users must have access to a stable internet connection of at least 20Mbps; and
 - (b) the device that Users use to access Oversight must be kept up to date with the latest software updates and upgrades.

6. Intellectual Property Rights

- 6.1 Nothing in these Terms and Conditions shall operate to assign or transfer any Intellectual Property Rights from Clear Skies to the Customer, or from the Customer to Clear Skies.
- 6.2 In relation to the Deliverables:
- (a) Clear Skies shall retain ownership of all Intellectual Property Rights in the Deliverables; and
 - (b) Clear Skies grants the Customer a non-assignable, non-transferable, non-sublicensable, perpetual fully paid-up, worldwide, non-exclusive, royalty-free licence to use the Deliverables for its internal business purposes (subject always to the restrictions set out in Clause 3.4).
- 6.3 Except for the rights expressly granted in these Terms and Conditions, neither the Customer nor any User shall acquire in any way any title, rights of ownership, or Intellectual Property Rights of whatever nature in the Services.

7. Charges and Payment

- 7.1 From the Subscription Start Date, the Customer shall pay the Charges as set out in the Order Form to be received by Clear Skies on the first calendar day of each month during the Subscription Term.
- 7.2 All Charges shall be paid by the Customer to Clear Skies' Bank Account.
- 7.3 All Charges are, unless the context requires otherwise, stated exclusive of any applicable value added taxes, which will be added to those amounts and payable by the Customer to Clear Skies.
- 7.4 Clear Skies may increase the Charges by providing at least one month's written notice to the Customer not more than once per 12-month period.

8. Confidentiality obligations

- 8.1 Each party must in respect of the Confidential Information of the other party:
- (a) keep confidential and not disclose the Confidential Information to any person without the other party's prior written consent save as expressly permitted by this Clause 8;

- (b) protect the Confidential Information against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care; and
 - (c) not use any of the Confidential Information for any purpose other than to perform its obligations or enforce its rights under the Agreement.
- 8.2 Confidential Information of a party may be disclosed by the other party to that other party's officers, employees, professional advisers, insurers, agents and subcontractors who have a need to access the Confidential Information that is disclosed for the performance of their work with respect to the Agreement and who are bound by a written agreement or professional obligation to protect the confidentiality of the Confidential Information that is disclosed.
- 8.3 The restrictions in this Clause 8 do not apply to the extent that any Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of either party on any recognised stock exchange.
- 8.4 The provisions of this Clause 8 shall continue in force indefinitely following the termination of the Agreement.

9. Warranties

- 9.1 Clear Skies warrants to the Customer that:
- (a) Clear Skies has the legal right and authority to enter into the Agreement and to perform its obligations under these Terms and Conditions;
 - (b) Clear Skies will comply with all applicable legal and regulatory requirements applying to the exercise of Clear Skies's rights and the fulfilment of Clear Skies's obligations under these Terms and Conditions;
 - (c) Clear Skies has or has access to all necessary know-how, expertise and experience to perform its obligations under these Terms and Conditions;
 - (d) Oversight will be free from Oversight Defects;
 - (e) it will use all reasonable endeavours to ensure that the Platform is free from viruses, worms, Trojan horses, ransomware, spyware, adware and other malicious software programs;
 - (f) the Platform will incorporate security features reflecting the requirements of good industry practice;
 - (g) Oversight, when used by the Customer in accordance with these Terms and Conditions, will not breach any laws, statutes or regulations applicable under English law;
 - (h) Oversight, when used by the Customer in accordance with these Terms and Conditions, will not infringe the Intellectual Property Rights of any person in any jurisdiction and under any applicable law.
- 9.2 If Clear Skies reasonably determines, or any third party alleges, that the use of Oversight by the Customer in accordance with these Terms and Conditions infringes any person's Intellectual Property Rights, Clear Skies may at its own cost and expense:
- (a) modify Oversight in such a way that they no longer infringe the relevant Intellectual Property Rights; or
 - (b) procure for the Customer the right to use Oversight in accordance with these Terms and Conditions.
- 9.3 The Customer warrants to Clear Skies that it has the legal right and authority to enter into the Agreement and to perform its obligations under these Terms and Conditions.
- 9.4 All of the parties' warranties and representations in respect of the subject matter of the Agreement are expressly set out in these Terms and Conditions. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of the Agreement will be implied into the Agreement or any related contract.

10. Acknowledgements and warranty limitations

- 10.1 The Customer acknowledges that complex software is never wholly free from defects, errors and bugs nor is it ever entirely free from security vulnerabilities; and subject to the other provisions of these Terms and Conditions, Clear Skies gives no warranty or representation that Oversight will be wholly free from defects, errors and bugs or entirely secure.

- 10.2 The Customer acknowledges that Oversight is designed to be compatible only with that software and those systems that meet the requirements set out in Clause 5.2; and Clear Skies does not warrant or represent that Oversight will be compatible with any other software or systems.
- 10.3 The Customer acknowledges that Clear Skies will not provide any legal, financial, accountancy or taxation advice under these Terms and Conditions or in relation to Oversight; and, except to the extent expressly provided otherwise in these Terms and Conditions, Clear Skies does not warrant or represent that Oversight or the use of Oversight by the Customer will not give rise to any legal liability on the part of the Customer or any other person.
- 10.4 Clear Skies assumes sole responsibility for, and Clear Skies shall not be liable for, results obtained from the use of the Services and the Deliverables and for any conclusions drawn from such use.
- 10.5 Clear Skies shall have no liability for any damage caused by errors or omissions of any information, instructions or data provided to Clear Skies by or on behalf of the Customer in connection with the Services, or any actions taken by the Company at the Customer's direction.

11. Limitations and Exclusions of Liability

- 11.1 Nothing in this Agreement shall be deemed to limit or exclude the liability of any party for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - (b) its indemnity obligations under this Agreement;
 - (c) fraud or fraudulent misrepresentation; and
 - (d) any other liability which cannot by law be excluded or limited.
- 11.2 The limitations and exclusions of liability set out in this Clause 11 and elsewhere in these Terms and Conditions:
- (a) are subject to Clause 11.1; and
 - (b) govern all liabilities arising under these Terms and Conditions or relating to the subject matter of these Terms and Conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these Terms and Conditions.
- 11.3 Neither party shall be liable to the other party in respect of any indirect or consequential losses, loss of profits or anticipated savings, loss of revenue or income, loss of use or production, loss of business, contracts or opportunities, nor any loss or corruption of any data, database or software.
- 11.4 The aggregate liability of each party under this Agreement shall not exceed the total amount paid and payable by the Customer to Clear Skies under the Agreement in the 12 month period preceding the date on which the relevant liability first arose, provided that the limitation of liability in this Clause 11.4 shall not apply to the Customer's obligations to pay the Charges under the Agreement.

12. Force Majeure

- 12.1 Neither party shall be in breach of this Agreement nor liable for any delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for three (3) months either party may terminate this Agreement by giving thirty (30) days' written notice to the affected party.

13. Termination

- 13.1 Either party may terminate this Agreement for convenience by giving the other party not less than one (1) month's written notice to take effect on or after the end of the Initial Subscription Term.
- 13.2 Each party may terminate this Agreement at any time with immediate effect upon written notice to the other if:
- (a) the other commits a material or persistent breach of this Agreement which, if capable of remedy, has not been remedied within fourteen (14) days of written notice to do so; or
 - (b) the other party enters into liquidation (voluntarily or involuntarily); or the other party is dissolved, or formal arrangements have been made for the other party to be dissolved. This excludes re-organisation or mergers.
 - (c) the other ceases or threatens to cease to carry on business.

- 13.3 Clear Skies may terminate this Agreement if the Customer fails to pay the Charges when they fall due in accordance with Clause 7 and the Order Form and fails to remedy this failure within fourteen (14) days of written notice from Clear Skies to the Customer.

14. Consequences of Termination

- 14.1 On termination of this Agreement:
- (a) the Customer shall immediately pay to Clear Skies all outstanding Charges owed to the Company; and
 - (b) any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect.
- 14.2 The termination of this Agreement shall be without prejudice to the rights and remedies a party may have against any other party or which may have accrued up to the date of, or which arise out of, the termination of the Agreement.

15. Notices

- 15.1 Any notice given under these Terms and Conditions must be in writing and given by one of the following methods (using the relevant contact details set out in the Order Form for the Customer and Clause 15.2 for Clear Skies):
- (a) delivered personally, or sent by courier, in which case the notice shall be deemed to be received upon delivery; or
 - (b) sent by recorded signed-for post in which case the notice shall be deemed to be received 2 Business Days following posting; or
 - (c) sent by email in which case the notice shall be deemed to be received at the time of the sending of the email (providing that the sending party retains written evidence that the email has been sent),
- provided that, if the stated time of deemed receipt is not within Business Hours, then the time of deemed receipt shall be when Business Hours next begin after the stated time.
- 15.2 Clear Skies' contact details for notices under this Clause 15 are as follows:
- Clear Skies Ltd, 49 Dartmouth Park Road, London, NW5 1SU
info@clear-skies.co.uk
- 15.3 The addressee and contact details set out in the Order Form or this Clause 15 may be updated from time to time by a party giving written notice of the update to the other party in accordance with this Clause 15.

16. General

- 16.1 Subject to any express restrictions elsewhere in these Terms and Conditions, Clear Skies may subcontract any of its obligations under the Agreement, provided that Clear Skies shall remain responsible to the Customer for the performance of any subcontracted obligations.
- 16.2 The Customer hereby agrees that Clear Skies may assign, transfer or otherwise deal with Clear Skies' contractual rights and obligations under these Terms and Conditions to any successor to all or a substantial part of the business of Clear Skies from time to time. Save to the extent expressly permitted by applicable law, the Customer must not without the prior written consent of Clear Skies assign, sub-contract, transfer or otherwise deal with any of the Customer's contractual rights or obligations under these Terms and Conditions.
- 16.3 No breach of any provision of the Agreement will be waived except with the express written consent of the party not in breach. No waiver of any breach of any provision of the Agreement shall be construed as a further or continuing waiver of any other breach of that provision or any breach of any other provision of the Agreement.
- 16.4 If a provision of these Terms and Conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision of these Terms and Conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.
- 16.5 The Agreement is for the benefit of the parties, and is not intended to benefit or be enforceable by any third party. The exercise of the parties' rights under the Agreement is not subject to the consent of any third party.
- 16.6 The Agreement may not be varied except by means of a written document signed by or on behalf of each party.

- 16.7 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, or authorise a party to make or enter into any commitments for or on behalf of the other party.

17. Entire agreement

- 17.1 The Order Form, the main body of these Terms and Conditions and the Schedule shall constitute the entire agreement between the parties in relation to the subject matter of the Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.
- 17.2 Neither party will have any remedy in respect of any misrepresentation (whether written or oral) made to it upon which it relied in entering into the Agreement.
- 17.3 The provisions of this Clause 17 are subject to Clause 11.1.

18. Law and jurisdiction

- 18.1 These Terms and Conditions shall be governed by and construed in accordance with English law.
- 18.2 Any disputes relating to the Agreement shall be subject to the exclusive jurisdiction of the courts of England.

Schedule - Support Services

Support Services	
Helpdesk	<p>Clear Skies shall make available to the Customer a helpdesk which the Customer may use for the purposes of requesting and, where applicable, receiving the Support Services.</p> <p>Clear Skies shall ensure that the helpdesk is accessible by email.</p> <p>Clear Skies shall ensure that the helpdesk is operational and adequately staffed during Business Hours during the Subscription Term.</p>
Response and resolution	<p>Issues raised through the Support Services shall be categorised as follows:</p> <ul style="list-style-type: none"> critical: Oversight is inoperable or a core function of Oversight is unavailable; serious: a core function of the Services is significantly impaired; moderate: a core function of Oversight is impaired, where the impairment does not constitute a serious issue; or a non-core function of Oversight is significantly impaired; and minor: any impairment of Oversight not falling into the above categories; and any cosmetic issue affecting Oversight. <p>Clear Skies shall determine, acting reasonably, into which severity category an issue falls.</p> <p>Clear Skies shall use all reasonable endeavours to respond to requests for Support Services promptly, and in any case in accordance with the following time periods:</p> <ul style="list-style-type: none"> critical: 1 Business Days; serious: 2 Business Days; moderate: 5 Business Days; and minor: 10 Business Days. <p>Clear Skies shall ensure that its response to a request for Support Services shall include the following information (to the extent such information is relevant to the request): an acknowledgement of receipt of the request, where practicable an initial diagnosis in relation to any reported error, and an anticipated timetable for action in relation to the request.</p> <p>Clear Skies shall use all reasonable endeavours to resolve issues raised through the Support Services promptly, and in any case in accordance with the following time periods:</p> <ul style="list-style-type: none"> critical: 1 Business Days; serious: 2 Business Days; moderate: 5 Business Days; and minor: 10 Business Days.
Provision	<p>The Support Services shall be provided remotely, save to the extent that the parties agree otherwise in writing.</p>
Limitations on Support Services	<p>Clear Skies shall have no obligation to provide Support Services in respect of any issue caused by:</p> <ul style="list-style-type: none"> the improper use of the Services by the Customer or any User; or any alteration to the Services made without the prior consent of Clear Skies. a fault or failure of the internet or any public telecommunications network; a fault or failure of the Customer's computer systems or networks; any failure of the Customer to keep the devices used to access Oversight up to date; any breach by the Customer of the Agreement; any Support Service requested by the Customer to be conducted outside of Business Hours; or <p>Furthermore, Clear Skies will be under no obligation to provide any Support Services where there are any overdue amounts outstanding from the Customer and to the extent that Clear Skies does provide any support where any of the above exclusions are found to apply, Clear Skies will be entitled to charge the Customer for such support at its standard time and materials rates.</p>