TERMS AND CONDITIONS FOR THE SUPPLY OF PRODUCTS

1 DEFINITIONS AND INTERPRETATION

1.1 In these Conditions the following terms shall have the following meanings:-

"Anti-Bribery Laws"	means any and all statutes, statutory instruments, bylaws, orders, directives, treaties, decrees and laws that relate to anti-bribery and/or anti-corruption, including the Bribery Act 2010;
"Business Day"	means any and all days from Monday to Friday (inclusive) in any week but excluding English bank holidays or public holidays;
"Carrier"	means the relevant third party public telecommunications operator and/or third party network service provider, including any mobile network operator and/or mobile service provider;
"Company"	means Daisy Corporate Services Trading Limited a company registered in England and Wales with company registration number 2888250 whose registered office is Lindred House, 20 Lindred Road, Brierfield, Nelson, Lancashire, BB9 5SR;
"Company Personnel"	means the Company's employees, agents, sub-contractors and consultants and any other person(s) authorised by the Company engaged in the supply of the Products;
"Conditions"	means these general terms and conditions for the supply of Products;
"Confidential Information"	has the meaning ascribed to it in clause 15.1;
"Contract"	means the agreement between the Customer and the Company for the provision of the Products incorporating these Conditions and the Order Form;
"Contract Year"	means a period of twelve months commencing from either (i) the Effective Date of this Contract; or (ii) any subsequent annual anniversary of the Effective Date;
"Customer"	means the person, firm or company specified in the Order Form and any other person appearing to act within that person, firm or company's authority and includes where relevant the Customer's permitted assigns;
"Customer Information"	means as defined in clause 3.2;
"Customer Obligations"	means any Customer obligations under these Conditions, Promotional Terms and/or the Order Form;
"Customer Premises"	means a place of business of the Customer at which the Products are to be provided as specified in an Order Form;
"Customer Representatives"	means those relevant employees, agents or representatives of the Customer that are authorised by the Customer to deal with the Company in respect of the Products and that are reasonably knowledgeable in respect of the Products, including but not limited to those authorised to request additional Products;
"Effective Date"	means, subject to clause 2.1, the date on which the last party executes the Order Form and this Contract is formed;
"Emergency"	means a state of emergency that demands immediate action resulting from a danger or threat of danger to the United Kingdom from foreign or domestic sources and declared to be in existence by governmental authority;
"Employee"	means any employee, former employee, consultant, former consultant, contractor, former contractor, agent or former agent of the Customer or any Contractor or Subcontractor;
"Employment Regulations"	means any laws in any country in the world implementing the provisions of EC Directives No. 77/187 dated 14 February 1977, 2001/23 dated 12 March 2001 or equivalent or similar regulations that protect the rights of employees on a transfer of a business or undertaking or any laws providing for the automatic transfer of employees on transfer of the whole or part of an undertaking, business or service provision change, including in the United Kingdom the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended or replaced from time to time;
"End User"	means any individual end user of the Products including but not limited to the employees of the Customer;
"Equipment"	means (if any) the hardware equipment to be supplied (whether sold, licensed and/or loaned) under this Contract as set out in an Order Form;
"Force Majeure Event"	means events, acts, omissions or non-events beyond a party's reasonable control or responsibility and which prevents it from, hinders or delays it in, performing its obligations under this Contract including, without limitation, the failure of any Carrier to provide network services, capacity and/or connectivity (or any element thereof) to the Company on which it was reliant for the purposes of this Contract, any act of God, acts of public enemies, terrorist attacks, nuclear chemical or biological contamination, inclement weather, accidental damage, vandalism, utility outage or failure or shortage of power supplies (save to the extent the Company takes express responsibility for any uninterruptable power supplies under this Contract), flood, drought, lightning or fire, strike, lock-out, trade dispute or labour disturbance, denial of service attack (save to the extent the Customer has purchased a mitigation service from the Company under this Contract), hacking, spamming, virus or other hostile computer program, war, blockade, riot, explosions, embargo, pandemic, sanctions or trade restrictions imposed by the authorities of the United Kingdom, European Union or the United States of America, any act or omission or regulation(s) of Government, highways authorities, or other competent authorities but not including, without limitation, an inability to pay;
"Group"	means together a party, its Parent Undertakings, its Subsidiary Undertakings and the Subsidiary Undertakings of any of its Parent Undertakings from time to time;
"Intellectual Property Rights"	means all intellectual and industrial property rights including patents, know-how, registered trademarks, registered designs, utility models, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trade marks, rights to prevent passing off for unfair competition, copyright, database rights, topography rights and any other rights in any invention, discovery or process, in each case in the United Kingdom and all other countries in the world and together with all renewals and extensions;
"Normal Working Hours"	means 9.00am to 5.30pm on any Business Day;
"OFCOM"	means the Office of Communications and/or any successor body;
"Order Form"	means the order form (including online order) or other document to which either these Conditions are attached or that is expressed to incorporate or be subject to these Conditions, which sets out (amongst other things) the Customer's details and the Products to be supplied pursuant to this Contract, together with any Promotional Terms (if applicable);
"Parent Undertaking"	has the meaning given to it in section 1162 of the Companies Act 2006;
"Portal"	means the portal or website accessed by the Customer for the purchase of Products from the Company;

"Price"	means the price payable by the Customer for the Products, as set out in or referred to in the Order Form and payable in accordance with the Order Form and/or the relevant Specific Conditions or Promotional Terms;
"Products"	means any Equipment and/or Software to be supplied under this Contract as set out in an Order Form;
"Promotional Terms"	means any additional terms that apply to the Price and/or Charges and that may be specified in an Order Form and/or notified by the Company in writing to the Customer in relation to the Products, at the time the relevant Order Form was submitted;
"Relevant Laws"	means any statute, regulation, bylaw, ordinance or subordinate legislation that is in force for the time being to which a party is subject; the common law as applicable to the parties (or any one of them); any binding court order, judgment or decree applicable to the parties (or any one of them); and any applicable industry code, standard or accreditation terms that are either (i) enforceable by law that is in force for the time being, and/or (ii) stipulated by any regulatory authority to which the Products are subject (including but not limited to OFCOM);
"Site"	means any site at which the Products are to be provided that is not a Customer Premises, as specified in an Order Form;
"Software"	means (if any) Company Software and/or any Third Party Software;
"Specification"	means the specification of the Products as set out in the Order Form or other documents referred to in the Order Form;
"Subcontractor"	means any subcontractor of a Contractor;
"Subsidiary Undertaking"	has the meaning given to it in section 1162 of the Companies Act 2006;
"Third Party Software"	means any Vendor software (whether on premise software or software as a service (SaaS)) made available by the Company to the Customer to be used by the Customer in connection with the Products;
"Under Warranty"	means any Product that, at the relevant time, was covered by a warranty from the Vendor.
"Variation"	means any change to these Conditions and/or any other provision of this Contract made in accordance with clause 17.1 or 17.2; and
"Vendor"	means any third party manufacturer of Equipment and/or third party owner and/or licensor of any Third Party Software.

1.2 In this Contract, except where the context otherwise requires or unless otherwise specified:

1.2.1 words denoting the singular include the plural and vice-versa;

1.2.2 the headings or sub-headings are for convenience only and shall not in any way affect the interpretation of this Contract;

1.2.3 a reference to a statute, statutory provision or any subordinate legislation shall unless otherwise stated be construed as including a reference to that statute, provision or subordinate legislation as in force at the date of this Contract and as from time to time modified or consolidated, superseded, re-enacted or replaced (whether with or without modification) after the date of this Contract and a reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

1.2.4 words importing the singular include the plural and vice versa, words importing a particular gender include the other gender and the neuter and a reference to a "person" shall include a reference to any natural person, corporation (wherever incorporated), partnership, trust, unincorporated association, any form of governmental or supra governmental body, agency or authority;

1.2.5 references to "the parties" shall unless otherwise expressly stated, be construed as references to the Customer and the Company, and the term "party" shall be construed accordingly; and

1.2.6 a reference to writing or in writing includes emails.

1.3 Any undertaking by the Customer to do something or not to do something shall be deemed to include an undertaking that the Customer will be responsible for procuring that any End User of the Products including (without limitation) any of the Customer's employees, agents or contractors, shall do or not do such thing.

2 CONTRACT FORMATION

2.1 A signed Order Form constitutes the Customer's offer to the Company to purchase the relevant Products. The Company is under no obligation to accept any Order Form and may, in its absolute discretion, reject or amend any proposed Order Form. This Contract shall only come into force and bind both parties once:

2.1.1 the Customer's offer is accepted by an authorised representative of the Company signing the Order Form or the Company commencing provision of the Products; and

2.1.2 the credit status of the Customer being to the satisfaction of the Company (in the Company's sole and absolute discretion).

2.2 A quotation for the Products given by the Company shall not constitute an offer. A quotation shall only be valid for a period of 14 (fourteen) Business Days from its date of issue.

2.3 All quotations, estimates and tenders are given and contracts are made by the Company subject to and only upon the terms and conditions of this Contract, which cannot be varied unless agreed in writing by the Company in accordance with clause 17. These Conditions are the only terms and conditions on which the Company will supply any Products to the Customer and will apply to the exclusion of all other terms and conditions including any terms and conditions that the Customer purports to apply under any purchase order, confirmation of order or similar document, (whether or not such document is referred to in this Contract) and any terms and conditions that may otherwise be implied by trade, custom, practice or course of dealing. Unless expressly set out in this Contract, all other terms, conditions and warranties that are implied by law are excluded to the fullest extent permitted by law.

2.4 Any delay or failure to supply Products under this Contract shall not entitle the Customer (to the extent that any such entitlement exists to terminate this Contract) to terminate any other contract for other equipment, software and/or services between the parties, whether or not entered into under these Conditions or otherwise.

2.5 The Customer has agreed to purchase and, subject to confirmation of availability, the Company has agreed to supply the purchased Products subject to these Conditions and the Order Form.

2.6 The Customer shall not be entitled to cancel, vary or terminate any order for Products for convenience unless an express right to do so is set out in the Order Form.

2.7 The Customer warrants and undertakes to the Company that it is entering into this Contract for the purposes of its trade, business and/or profession and is not acting as a consumer, as such it is agreed that The Consumer Rights Act 2015 shall not apply to this Contract.

3 CUSTOMER INFORMATION

3.1 The Customer shall be responsible for providing to the Company all Customer Information relevant to the supply of the Products in a timely manner and shall ensure that it is accurate and complete in all material respects to enable the Company to perform its obligations under this Contract.

3.2 Without limitation to the generality of clause 3.1, the Customer shall ensure that the details set out in an Order Form and any drawings, sketches, specifications (including without limitation in respect of the type and capacity of any available or installed connectivity), descriptions or instructions supplied by the Customer or any agent or representative of the Customer in connection with the supply of any Products ("**Customer Information**") are accurate, up to date and fully describe the Customer's requirements.

3.3 The Customer will inform the Company promptly of any subsequent changes to any Customer Information that the Customer supplies to the Company in connection with this Contract.

4 DELIVERY, TITLE AND RISK

4.1 In consideration of the Customer's payment of the Price, the Company will take reasonable steps to deliver the Products within an estimated period of time to the address agreed for delivery as stated in the Order Form or as otherwise agreed in writing between the parties. Such period shall commence from the later of (i) the date of receipt by the Company of all instructions and information required for the supply and delivery of the Products; or (ii) the date of the Order Form. The Company does not guarantee that delivery will take place within such period, and time is not (and may not be made) of the essence of this Contract.

4.2 The Customer is responsible for providing the Company with any necessary instructions for delivery of the Products within a reasonable period prior to the estimated delivery date advised by the Company to the Customer.

4.3 If the Customer fails to take delivery of the Products or, if by reason of instructions or lack of instructions from the Customer, the delivery of any Products in accordance with this Contract is delayed for more than 28 (twenty-eight) days after the Company has given notice in writing to the Customer that the Products are ready for delivery, the Products shall be deemed to have been delivered. The Customer shall pay to the Company the reasonable costs of storing, protecting and preserving such Products after the expiry of such period of 28 (twenty-eight) days.

4.4 The Company may deliver the Products by instalments. Any delay in the delivery of any instalment shall not entitle the Customer to treat the Contract as at an end or to reject any other instalment.

4.5 If by reason of refusal or delay of delivery or installation the Products shall be deemed to have been delivered in accordance with clause 4.3 then payment shall be made by the Customer to the Company of the balance of the Price within seven (7) days of such deemed delivery date.

4.6 It is the Customer's responsibility to check the external packaging and the Products for evidence of loss, tampering or damage before accepting delivery of the Products.

4.7 Any shortfall in the Products delivered, non-delivery of Products or damage to Products in transit (where the Company is arranging carriage) must be notified in writing to the Company within 3 (three) Business Days of the date that the Products were due to arrive (if notified by the Company), or of delivery at the Customer's address, as applicable. In the absence of such notice, the Products shall be deemed to have been delivered in full and without fault or damage.

4.8 Any damaged or faulty Products, which the Customer is entitled to return, must be notified to the Company and made available for collection properly packaged within 3 (three) Business Days of the date of delivery, together with all accessories and original packaging. Otherwise the Products shall be deemed to have been delivered in full and without fault or damage.

4.9 Unless otherwise stated in the Order Form, the Customer is responsible for any customs, import or other duties charged in respect of the sale and importation of Products into the country in which the Customer is resident or the delivery is made and shall promptly reimburse the Company in respect of any such costs incurred by the Company.

4.10 The risk of loss or damage to the Products shall vest with the Customer from the moment of delivery or deemed delivery (as described in clause 4.3) irrespective of whether title to the Products has passed or payment or part payment made.

4.11 Notwithstanding delivery and the passing of risk, the legal and beneficial interest in the Products supplied under this Contract shall not pass to the Customer until the Company has received in cleared funds payment in full of the Price due for the Products. To the extent the Products constitute software in whole or in part, this paragraph shall not prejudice any proprietary rights of the applicable Vendor, the Company or any of its licensors or any other entity with any rights in respect of such software. Software is licenced, not sold, and title to it shall remain at all times with the licensor.

4.12 Until such time as the legal and beneficial interest in the Products has passed to the Customer, the Customer shall hold such Products as the Company's fiduciary agent and bailee, and keep such Products properly stored, protected and kept free from any loss, damage, and/or deterioration and insured against all risks for its full reinstatement value and identified as being the Company's property until title passes.

4.13 Until such time as the legal and beneficial interest in the Products passes to the Customer, the Company shall be entitled at any time to require the Customer (at the Customer's cost) to deliver up the Products to the Company at its nominated location and, if the Customer fails to do so without delay, to enter upon any Customer Premises or the premises of any third party where the Products are stored and remove and repossess such Products.

4.14 The Customer shall not, without the prior written consent of the Company, pledge or in any way charge by way of security for any indebtedness, or alter or modify, any Products that remain the property of the Company, but if the Customer does so all monies owing by the Customer to the Company shall (without prejudice to any right or remedy of the Company) immediately become due and payable.

5 SPECIFICATION AND WARRANTIES

5.1 The Company reserves the right to change the Specification or provide substitute or new Products, provided that its operational performance is not materially different and if the Company reasonably considers it to be of equal or better quality.

5.2 Except for the Specification, any specifications and descriptions issued by the Company or the Vendor (or any other third party), do not form part of the Contract and are not a warranty or representation relating to the Products.

5.3 The Customer acknowledges that the Company is not the designer or manufacturer of the Products and accordingly that, except as stated in this clause 5 or expressly stated in the Order Form, the Company shall have no obligation to carry out any repair or maintenance on the Products.

5.4 If any Product Under Warranty is defective in material or workmanship, the Company will assist with the transfer to the Customer of the benefit of the relevant warranty and if applicable may return such Products to the Vendor for repair or replacement. Any alternative equipment provided by the Company (at the Company's discretion) for the Customer's temporary use during the repair or replacement of the Equipment shall be at the Customer's risk, shall remain the property of the Company and shall be returned to the Company within 7 (seven) days of any request by the Company to do so.

6 PRICE AND CHARGES

6.1 The Prices shall be as set out in the Order Form.

6.2 All Prices referred to under these Conditions and/or the Order Form are (unless otherwise stated) exclusive of Value Added Tax (VAT) and any taxes of a similar nature, which may from time to time be introduced, that will be payable by the party paying the relevant sum at the rates in force at the date of the relevant invoice.

6.3 The Price will change and the changed Price will apply to any purchase for Products if, prior to delivery of the Products, the Company discovers an error in the price of the Products ordered or the wholesale price to the Company changes as a result of circumstances beyond the Company's control (for example, but without limitation, exchange rate fluctuations, changes to import duties or taxes and/or the Company's supplier varies the wholesale cost).

6.4 If the Company is delayed in or prevented from delivering or installing the Products, where such delivery and installation has been agreed to by the Company, by the date agreed to, due to any delay or default on the part of the Customer and/or its employees, agents or representative, the Company may, in addition to any other remedies it may have, make a reasonable charge in respect of any additional costs that it incurs. These additional costs will be invoiced and paid as stipulated in clause 7.3.

6.5 Unless otherwise agreed in the Order Form the Price of the Products excludes the cost of packaging, insurance and delivery of the Products, which shall be invoiced to the Customer as additional Charges.

7 INVOICING, PAYMENT AND CREDIT

7.1 The Company shall be entitled to raise invoices at the times and/or frequency set out in the Order Form or, if no such times are provided for, at any time prior to or following the delivery of the relevant Products.

7.2 Unless e-billing is expressly excluded in an Order Form, invoices will be made available for download by the Customer and the Customer will be notified at the e-mail address set out in the Order Form, or at such other email address as is notified in writing to the Company by the Customer, that the invoice is ready for downloading. Where e-billing is expressly excluded in an Order Form, the invoice may be sent to the registered address of the Customer (or other address of the Customer) at an additional cost to the Customer as set out in the Order Form.

7.3 The Customer shall pay the Price for the Products, which will be invoiced on delivery (or deemed delivery in accordance with clause 4.3) of the Products, in full and cleared funds and within 21 (twenty one) days of invoice.

7.4 If payment of any sum payable to the Company is not made on or before the due date, the Company shall be entitled to charge interest thereafter on such sum at either the rate of 4 (four) per cent per annum above the current base rate of HSBC Bank plc from time to time.

7.5 If the Customer, acting reasonably and in good faith towards the Company, intends to dispute any amount due under an invoice, the Customer must do so in writing to the Company within 30 (thirty) days of the date of the invoice and provide the Company with all relevant information and evidence in support of the disputed charge and must in any event pay in accordance with clause 7.3 any part of such invoice that is not disputed in accordance with this clause.

7.6 The Customer shall procure that its owners and/or assigns are made aware of the Company carrying out searches with credit reference agencies relating to the creditworthiness of the Customer and/or its owners and assigns and the Customer shall, upon the Company's request, promptly supply or procure the supply of all information requested for a credit search with a credit reference agency.

7.7 Any omission or delay by the Company in invoicing the Customer shall not prohibit the Company from raising an invoice at a later date nor shall it relieve the Customer of any liability to pay the same.

7.8 It is agreed that where the Company introduces a finance provider or lease provider to arrange finance for the purchase or leasing of Products then the Company acts as introducer only and does not provide any advice, guidance or recommendation to the Customer in respect of the relevant finance.

7.9 The Customer undertakes to supply all information requested by the selected finance provider(s) who will register searches with one or more credit agencies, which will be seen by other organisations that make searches.

7.10 In the event that the Customer is unable to obtain relevant finance on the terms originally proposed and/or any failure by the Customer to complete any relevant finance agreement documentation shall render the Customer liable to pay to the Company the whole of the Price within 21 (twenty one) days of the date of the Company's invoice.

8 CUSTOMER PREMISES AND CUSTOMER OBLIGATIONS

8.1 To enable the Company to fulfil its obligations under this Contract the Customer shall permit or procure permission for the Company and the Company Personnel to have reasonable access to such parts of the Customer Premises and relevant equipment and shall provide such reasonable assistance as the Company requests to enable the Company to deliver the Products. If the Company is refused access or prevented from accessing the Customer Premises, for whatever reason (save for any reasonable refusal due to the unsafe or unreasonable behaviour of Company Personnel), it will be relieved from all of its related performance obligations under this Contract and it shall be liable to the Company for any costs and expenses that the Company incurs as a result.

8.2 The Company will normally carry out work by appointment and during Normal Working Hours, unless otherwise agreed in the Order From, but may request the Customer to (and the Customer shall where reasonable) provide access at other times. In the event that the Customer cancels or reschedules on less than 5 (five) Business Days' notice before an appointment or misses any pre-arranged appointment, it shall be liable to the Company for any costs and expenses that the Company incurs as a result of such cancellation, rescheduling and/or missed appointment.

8.3 At the Customer's request, the Company may agree (at its sole discretion) to work outside Normal Working Hours and the Customer shall pay the Company's reasonable additional charges for complying with such a request.

8.4 The Customer warrants, represents and undertakes that there are adequate health and safety provisions in place at the Customer Premises; that there is a suitable and safe working environment, including adequate workspace, electrical supplies, and suitable environmental conditions; and that the Customer holds third party public liability insurance with a reasonable level of cover.

8.5 The Customer shall ensure that written notice of all health and safety policies and procedures pertaining to the applicable Customer Premises are provided in advance to all Company Personnel attending the Customer Premises.

8.6 Save as otherwise expressly provided in this Contract and/or otherwise agreed in writing, the Customer shall procure all consents, licences and permissions necessary from landlords or other third parties for the carrying out of preparatory work, installation of Products and for the provision, use and operation of the Products at the Customer Premises. The Customer shall provide copies of such consents, licences and permissions to the Company upon request. In the event that the Customer is not able to procure such necessary consents, licences and permissions within 180 (one hundred and eighty) days following the Effective Date, the Company shall be entitled to terminate this Contract, without liability, on not less than 30 (thirty) days' notice in writing to the Customer. If the Customer has not managed to procure the necessary consents, licences and permissions and the Company has commenced work and/or incurred costs the Customer shall, on request by the Company, pay the Company for all costs incurred up to the point of such termination (including, without limitation, any third party costs).

8.7 The Customer shall provide the Company with all relevant site and building plans or drawings (to include full details of all internal cabling runs) of the Customer Premises and provide the Company with full details of all other services in the vicinity of the Products.

8.8 The Customer shall make available free of charge to the Company such equipment and/or facilities (including where applicable general office facilities and/or high access equipment) as may be expressly stated in the Order Form as a Customer Obligation in respect of the Products.

8.9 The Customer is responsible for making good the Customer Premises after any work undertaken by the Company at a Customer Premises, including without limitation replacing and re-siting items and for re-decorating, save to the extent of any unreasonable or unnecessary damage caused by the Company.

8.10 The Customer must identify to the Company any asbestos contaminated areas at the Customer Premises prior to any installation of the Products at the Customer Premises. In the event that the Company discovers asbestos contaminated areas at the Customer Premises then it will cease work until the asbestos is removed or the area is made safe for the works to resume. The Company shall have no liability for any delay that is as a result of asbestos contamination and the Customer shall hold the Company harmless in this regard. The Customer shall be responsible for the removal of all asbestos at the Customer Premises and/or the co-ordination of and all costs incurred in connection with the engagement by the Customer of a company that specialises in the installation of cables in asbestos contaminated areas and shall compensate the Company for any additional costs and expenses, or wasted costs and expenses that the Company suffers or incurs due to the discovery of any asbestos.

8.11 Unless otherwise expressly stated on the Order Form, the Customer will remain responsible for any end of life existing equipment that is being replaced by the Equipment and for the costs of collection, treatment, recovery and environmentally sound disposal of the Equipment in accordance with Relevant Law.

8.12 The Customer shall be responsible for the Equipment when it reaches its end of life and for the costs of collection, treatment, recovery and environmentally sound disposal of the Equipment in accordance with Relevant Law.

8.13 The Customer will be responsible for ensuring that the Products are suitable for its required purposes and capable of performing the functions and use to which it is intended to put them.

8.14 Unless otherwise expressly stated on the Order Form or otherwise agreed in writing, the Customer is responsible for disposing of all delivery and packaging materials.

8.15 The Products may be subject to Canadian, UK and/or US export controls or the trade laws of other countries. The Customer agrees not to release or re-export the Products without the prior written consent of the Company. If the Company consents then the Customer shall be solely responsible for determining and complying with all applicable export and import laws, regulations, compatibility and homologation requirements. In addition, where applicable, the Customer shall not transfer, export or re-export Products to any entity identified on the most current Canadian, UK and/or US government export exclusions lists, or to any country subject to Canadian, UK and/or US embargo or terrorist controls as identified in the Canadian, UK and/or US export laws. The Customer agrees to provide the Company with additional information or assurance, which the Company may request in order to comply with applicable regulatory and legal obligations. The Company may immediately terminate all or any portion of any shipment or transfer of Products if the Customer is designated by any department, agency or office of the Canadian, UK and/or US Government as being ineligible to receive such Products or technology under applicable Canadian, UK and/or US law. The Customer will not use or provide Products for nuclear, missile, or chemical and biological weaponry uses and will not divert such to third parties who are military end users or are involved in military uses without the prior written approval of the Company. The Customer warrants that all Products will be used or installed solely for its own internal business purposes and that of the Customer's Group.

8.16 The Customer shall indemnify and hold harmless the Company and all members of the Company's Group in respect of any liability, loss, injury, damage, demand, claim, cost charge or expense that may be incurred by or awarded against the Company or any member of the Company's Group, by reason of or arising directly or indirectly out of or in respect of against any claim or liability arising out of:

8.16.1 any change, alteration or modification of any Equipment not performed by the Company, the Vendor or any member of the Company's Group;

8.16.2 the combination of the Equipment with any other equipment, data, documentation, items or products not supplied by the Vendor or otherwise approved in writing by the Vendor;

8.16.3 the use of any Equipment in a manner or for a purpose for which it was not intended;

8.16.4 failure to use or implement an upgrade or replacement version of any Equipment when such upgrade or replacement version is made available by the Company or the Vendor;

8.16.5 the import or export of any Equipment in violation of applicable export control requirements, regulations or laws;

8.16.6 the use or exportation of any Equipment into any countries identified on any US Government embargoed countries list; or

8.16.7 the use of any Equipment in a manner or for a purpose not authorised under the applicable end user license agreement (if any).

8.17 The Customer shall not use the Portal:

8.17.1 for the transmission of material which is offensive, abusive, indecent, obscene or menacing or which does, or is intended to, cause annoyance, inconvenience or worry, or for a purpose which is fraudulent, illegal, immoral, improper or defamatory or which (in the reasonable opinion of Company) brings the name of the Company into disrepute;

8.17.2 in any way cause the quality of the Portal to be materially impaired; or

8.17.3 in a manner which constitutes a violation or infringement of the rights of any person, firm or company (including, without limitation, rights of copyright and confidentiality).

8.18 The Customer shall not amend, deface or otherwise alter any aspect of the Portal.

9 LIMITATION AND EXCLUSION OF LIABILITY

9.1 Save as expressly set out in these Conditions or otherwise in this Contract, the Company makes no warranty in respect of the supply of Products and all other terms, conditions and warranties, which may otherwise be implied into this Contract by law or course of dealings between the parties, are hereby excluded to the fullest extent legally permissible.

9.2 Nothing in this Contract excludes or restricts:

9.2.1 either party's liability for:

(a) death or personal injury resulting from that party's negligence or its employees' negligence (while acting in the course of their employment);

(b) any fraud, fraudulent misrepresentation or fraudulent misstatement;

(c) any indemnity under this Contract;

(d) breach of any condition to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; and/or

(e) anything for which the parties cannot at law limit or exclude their liability; or

9.2.2 the Customer's liability to pay the Price and the other charges in accordance with this Contract.

9.3 Subject to clauses 9.2 and 9.4, neither party's liability to the other party for breach of contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising under or in connection with the performance or contemplated performance of its obligations under or in connection with this Contract, including any liability arising from a breach of, or a failure to perform or defect or delay in performance of any of that party's obligations under this Contract in any Contract Year shall exceed 100% of the Price and/or Charges paid or payable in respect of the Contract Year during which the acts or omissions giving rise to the liabilities occurred, excluding the obligation on the Customer to pay the Price themselves up to the actual value of the Price due and payable under this Contract, which obligation shall in respect of the Customer be in addition to and outside of the liability cap under this clause.

9.4 Subject to clause 9.2, the liability of each party to the other party for breach of contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising under or in connection with the performance or contemplated performance of its obligations under or in connection with this Contract in respect of damage to or loss of leasehold or freehold real estate property shall not exceed £5,000,000 (five million pounds) in aggregate.

9.5 Subject to clause 9.2, under no circumstances shall any member of the Company's Group or the Customer be liable to the other party under or in connection with this Contract for breach of contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise for any indirect, special or consequential losses or for any of the following losses or damages (in each case whether direct, indirect, special or consequential) even if such losses and/or damages were foreseeable or in the parties' reasonable contemplation or the relevant party was advised of the possibility of them in advance:

9.5.1 loss of profits;

9.5.2 loss of business;

9.5.3 depletion of goodwill, reputation or loss of opportunity and/or similar losses;

9.5.4 loss of anticipated savings;

9.5.5 loss of contract;

9.5.6 loss of production, operating time or use;

9.5.7 liability of the Customer to third parties;

9.5.8 any loss to or interference with or corruption of any programs, information or data be it during the delivery, storage or transmission of the same or otherwise; or

9.5.9 any pure economic loss or damages.

9.6 Each party will take reasonable steps to mitigate a loss, including where that loss occurs as a result of anything that may give rise to a claim under an indemnity.

9.7 The parties agree that the limitations and exclusions of liability set out in this Contract reflect the allocation of risk agreed between them and that such limitations and exclusions of liability are proportionate to the Charges to be paid to the Company. The Customer acknowledges and accepts that the Company has recommended that the Customer effects insurance for any losses or liabilities caused by any act or omission of the Company that shall not be recoverable from the Company under this Contract.

9.8 The Customer acknowledges and accepts that the Company shall have no liability to the Customer if the Company is prevented, hindered or delayed in or from performing any of its obligations under this Contract to the extent caused by any delay or failure of the Customer to provide any necessary Customer Obligations.

10 FORCE MAJEURE

10.1 Neither party shall be in breach of this Contract or otherwise liable to the other party for any failure or delay in the performance of its obligations under this Contract and the time for performance of such obligations (under the Service Levels or otherwise) shall be extended accordingly where such failure or delay results from a Force Majeure Event.

10.2 The party prevented, hindered or delayed in or from performing any of its obligations under this Contract by a Force Majeure Event will;

10.2.1 promptly notify the other party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance; and

10.2.2 use reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this Contract in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.

10.3 If any Force Majeure Event prevails for a continuous period of more than 30 (thirty) days, either party may terminate the affected part(s) of this Contract by giving 7 (seven) days' written notice to the other party. On the expiry of this notice period, the relevant part(s) of this Contract will terminate accordingly, without affecting the remaining part(s) of this Contract.

11 SUSPENSION

11.1 Without prejudice to any other right of the Company to suspend or terminate delivery of any Products under these Conditions, the Company may at its sole discretion elect to suspend supply of any Products until further notice without liability to the Customer having given the Customer reasonable notice either orally (confirming such notification in writing) or in writing in the event that:

11.1.1 subject to clause 7.5, the Customer has failed to pay the Price the Company within 14 (fourteen) days of written notice from the Company notifying the Customer of its intention to suspend if payment of the overdue amount is not remedied;

11.1.2 an Emergency occurs and/or the Company is obliged to comply with an order, instruction or request of the Government, an emergency services organisation or other competent administrative or regulatory authority (including without limit, OFCOM or the Phone-paid Services Authority) (for the avoidance of doubt, the Company may not be able to give any advance notice);

11.1.3 the Company has reasonable grounds to believe that any of the Products are being used fraudulently, unlawfully or by an unauthorised third party or in an unauthorised or fraudulent manner or that there has been or is likely to be a breach of security (including a breach of the Customer's obligations under clause 18) (for the avoidance of doubt, the Company may not be able to give any advance notice); or

11.1.4 there are reasonable grounds for the Company to believe that the health and safety of its employees may be compromised in the delivery of the Products.

11.2 The Customer shall reimburse to the Company all reasonable costs and expenses incurred by the implementation of a suspension pursuant to clauses 11.1.1, 11.1.3 and/or, 11.1.5.

12 TERMINATION

12.1 Without prejudice to any other rights of the Customer or the Company under this Contract, the Customer shall not be entitled (once an order has been accepted to the Company) to change or cancel an order.

12.2 Without prejudice to clauses 12.3 this Contract may be terminated immediately by either party by notice in writing to the other if the other party materially breaches its obligations under this Contract and in the case of breaches that are capable of remedy such party fails to remedy such breach within 30 (thirty) days of the written notice by the other party, provided that such notice contains details of what the breach is and requests that the breach is remedied by reference to this clause 12.2.

12.3 Notwithstanding anything to the contrary expressed or implied in this Contract, either party (without prejudice to its own rights) may terminate this Contract immediately on notice in writing to the other party, in the event that:

12.3.1 the other party suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a partnership) any partner of the partnership is deemed either unable to pay their debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986; or

12.3.2 the other party commences or proposes to commence negotiations with all, or any class of, its creditors with a view to rescheduling any of its debts, or makes a proposal for, or enters into any compromise or arrangement with its creditors; or

12.3.3 an application is made to court, or an order is made, for the appointment of an administrator, a notice of intention to appoint an administrator is given, or an administrator is appointed over the other party; or

12.3.4 a floating charge holder over the assets of that other party has become entitled to appoint, or has appointed, an administrative receiver; or

12.3.5 a person becomes entitled to appoint a receiver over the assets of the other party, or a receiver is appointed over the assets of the other party; or

12.3.6 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 (fourteen) days; or

12.3.7 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.3.1 to clause 12.3.6 (inclusive); or

12.3.8 the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

12.4 Without prejudice to any other right the Company may have, the Company shall be entitled to terminate this Contract immediately on notice in writing to the Customer:

12.4.1 where continuing with the Contract would or might, in the reasonable opinion of the Company, bring the Company into disrepute or otherwise diminish the reputation or harm the interests of the Company; and/or

12.4.2 in the event that it is required to do so by its banking or finance provider(s).

12.5 Any implied right to terminate for convenience that the Customer may have under Relevant Law is hereby expressly excluded.

12.6 The termination of this Contract shall be without prejudice to any rights or liabilities that have accrued prior to such termination. Any provision of this Contract that expressly or by implication is intended to survive termination shall survive the termination of this Contract.

12.7 Upon expiry or termination of this Contract howsoever arising, the Company will deal with the Customer's Confidential Information in the possession or control of the Company relating to this Contract in accordance with clause 15.4.

13 SOFTWARE

Company Software

13.1 Where the Company provides Company Software, the Company grants to the Customer a non-exclusive, non-transferable, royalty free, revocable licence for the Customer to use the Company Software (and any connected documentation) solely for the Term, for the Customer's internal business purposes and for the purposes of this Contract. The Customer's use of any Company Software shall constitute the Customer's consent to the relevant licence terms contained within the relevant Company Software (in a click through form or otherwise) or otherwise notified to the Customer from time to time. If required by the Company, the Customer shall sign such separate licence agreement as may be reasonably required by the Company for the Customer to be licensed to use the Company Software.

13.2 Save as otherwise expressly provided for in this Contract, the licence under clause 13.1 for any Company Software is personal to the Customer and the Customer is only licensed to use the Company Software for the benefit of the Customer in accordance with the express terms of this Contract and not further or otherwise. Any licence for any Company Software shall terminate automatically upon the termination of this Contract.

13.3 The Software and the Software documentation and any Intellectual Property Rights of whatever nature therein shall remain the property of the Company or its licensors or the applicable third party. The Customer acknowledges that it shall not acquire any right, title or interest in or to any Company Software other than the right to use such software under this Contract and the applicable licence terms.

Third Party Software

13.4 Where the Company provides Third Party Software, the Customer shall sign or otherwise consent to the relevant end user licence agreement as required by the Company or relevant Vendor to protect the Vendor's interest in the Third Party Software and for the Customer to be able to use the Third Party Software, including any such license terms that are embedded in any Third Party Software in a click through form or otherwise.

13.5 The Customer shall comply with all licence terms and conditions applicable to Third Party Software, including those that are embedded in any Third Party Software in a click through form or otherwise and those that are notified by Company or the Vendor to the Customer from time to time.

13.6 The Customer acknowledges that:

13.6.1 its continued use of any Third Party Software is conditional on its compliance with the licence terms and conditions applicable to such Third Party Software, as notified to the Customer by the Company or the Vendor, as set out in this Contract and/or as embedded in any Third Party Software in a click through form or otherwise; and

13.6.2 it shall not acquire any right, title or interest in or to any Third Party Software other than the right to use such software under this Contract.

General

13.7 The Customer shall notify the Company immediately if the Customer becomes aware of any unauthorised use of the whole or any part of any Software (or connected documentation).

13.8 Except as permitted by Relevant Law or as expressly permitted under this Contract, the Customer shall not translate, adapt, disassemble, decompile, reverse engineer, modify, duplicate the functionality of, adapt, enhance or extend any Software (or any part of it) or copy the relevant manual or documentation (or any part of it) without the Company's prior written consent and will not distribute or disclose the Software to any third party other than as expressly permitted in this Contract.

13.9 The Customer shall not combine, merge or otherwise permit any Software (or any part of it) to become incorporated in any other software, application or program, nor arrange or create derivative works based on the Software.

13.10 The Customer shall not, copy the Software or connected documentation (or any part of it), except for permitted back-ups in accordance with the relevant licence terms, provided that the Customer keeps accurate and up-to-date records of such copying containing such information as the Company reasonably requests.

13.11 The Customer's use of the Software is limited to the number of access points set out in the Order Form and the Customer agrees that any attempt to use the Software by more than the specified number of End Uses shall constitute a material breach of this Contract and/or the relevant Vendor licence agreement.

13.12 The Customer shall, and shall procure that all End Users shall, comply with all Software licence terms and conditions, including those that are embedded in any Software in a click through form or otherwise.

13.13 The Customer acknowledges and accepts that the Company shall have no liability to the Customer in the event that an End User is unable to access any Products due to failure to provide any necessary Customer Input Materials or the Customer's failure to agree to or to comply with any relevant license terms for Software.

13.14 The Customer shall not, distribute, license, sell or otherwise deal in or encumber the Software (or connected documentation).

13.15 The Customer shall not use the Software and/or Software documentation on behalf of or make it available to any third party or allow or permit a third party to do so, save as otherwise provide in and in accordance with the relevant licence terms.

13.16 The Customer shall effect and maintain adequate security measures to safeguard the Software from theft or unauthorised use.

13.17 The Customer shall not use the Software contrary to any restriction set out in this Contract or otherwise in a way that is not expressly permitted by this Contract. The Customer's right to use the Software and any connected documentation shall not include the rights of any third party to use or have access to the Software and any documentation and in any event, the Customer shall ensure that all such use does not exceed the Customer's permitted use in accordance with the relevant license terms.

13.18 The Customer's obligations and undertakings under this clause 13 and under any relevant licence terms shall survive termination of any Software licence and/or this Contract.

14 CALL MONITORING

The Company may monitor and record calls made to or by the Company by or to the Customer (and/or any of their employees or personnel), for training purposes, to improve the quality of its customer services and to assist with complaint handling. The Customer undertakes to make its employees and personnel aware of the rights reserved by the Company under this clause in accordance with the Data Protection Laws (as defined below).

15 CONFIDENTIALITY

15.1 The Company and the Customer will keep in confidence any information of the other, whether written or oral, of a confidential nature obtained under or in connection with this Contract ("**Confidential Information**") except to the extent any disclosure is required by law and subject to clause 15.2. The Customer and the Company will not, without the consent of the other, disclose such Confidential Information to any person other than:

15.1.1 their employees, contractors or professional advisers who shall require the information in order for the Customer or the Company to fulfil its obligations under this Contract; or

15.1.2 in the case of the Customer, its End Users to the extent that they are required to use or access the Products.

15.2 Information shall not be treated as Confidential Information if it is:

15.2.1 lawfully in the public domain; or

15.2.2 lawfully in the possession of the Customer or the Company before disclosure from the other has taken place; or

15.2.3 obtained from a third person who is entitled to disclose it; or

15.2.4 replicated independently by someone without access or knowledge of the information.

15.3 If the Customer receives a request under the Freedom of Information Act 2000 that encompasses any information provided to the Customer by the Company in connection with this Contract the Customer will notify the Company immediately of the request and give the Company at least 10 (ten) Business Days to make representations before releasing the requested information (save to the extent otherwise required by law).

15.4 Subject to clause 15.5, where a party who has disclosed Confidential Information so requests and following termination of this Contract for whatever reason, each party who has received any Confidential Information of the other party shall without delay:

15.4.1 return to the other party, in a form capable of delivery, anything containing or recording the Confidential Information, whether in the form of documents, computer records, audio tapes, video tapes, disks or any other media; and

15.4.2 certify in writing that any such Confidential Information not returned has been destroyed or made permanently unusable.

15.5 The Company shall not be required to return Confidential Information pursuant to clause 15.4 where the continuing use or disclosure of such Confidential Information is necessary in order for the Company or any member of the Company's Group to exercise its rights under this Contract or where the Company is required to maintain such Confidential Information pursuant to any Relevant Laws or for any other purpose specified in this Contract.

15.6 The Customer acknowledges that the Software and Pre-existing Materials are Confidential Information.

16 DATA PROTECTION

16.1 In this clause, unless the context otherwise requires, the following definitions shall apply:

"Data Client"	means in relation to any Protected Data whichever of; (i) the Customer or member of the Customer's Group; or (ii) any customer or end-customer of the Customer; (iii) is the Controller in relation to that Protected Data;
"Data Protection Laws"	means all applicable law relating to data protection, the processing of personal data and privacy, including without limitation: (i) the Data Protection Act 2018; (ii) the UK GDPR; and (iii) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended); and references to Controller, Processor, Data Subjects, Personal Data, Process, Processed, Processing, Processor and Supervisory Authority have the meanings set out in, and will be interpreted in accordance with, such Data Protection Laws;
"Data Protection Losses"	means all liabilities, including all: (i) reasonable costs (including legal costs), claims, demands, actions, settlements, interest, charges, procedures, expenses, losses and damages (including relating to material or non-material damage); and (ii) to the extent permitted by Relevant Laws, (a) administrative fines, penalties, sanctions, liabilities or other remedies imposed by a Supervisory Authority; (b) compensation that is ordered by a Supervisory Authority to be paid to a Data Subject; and (c) reasonable costs of compliance with investigations by a Supervisory Authority;
"Data Security Incident"	means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Protected Data transmitted, stored or otherwise Processed;
"Data Subject Request"	means a request made by a Data Subject to exercise any rights of Data Subjects under Data Protection Laws;

"International Transfer"	means a transfer to a country outside the United Kingdom and/or the European Economic Area (as it is made up from time to time) of Protected Data that is undergoing Processing or that is intended to be Processed after transfer;
"Processing Instructions"	has the meaning given to that term in clause 16.3.1(a);
"Protected Data"	means Personal Data that has been passed to the Company and is required to be Processed under this Contract by the Company as a Processor, which is more particularly described in the Data Protection Annex to these Conditions;
"Sub-Processor"	means any third party appointed by the Company to Process the Protected Data; and
"UK GDPR"	means the United Kingdom General Data Protection Regulation, Retained Regulation (EU) 2016/679.

16.2 **Processor and Controller**

16.2.1 The parties acknowledge and agree that, for the Protected Data, the Customer (or the relevant Data Client) shall be the Controller and the Company shall be the Processor.

16.2.2 The Customer authorises the Company to Process the Protected Data during the Term as a Processor for the purpose set out in the Data Protection Annex to these Conditions.

16.2.3 The Company shall Process Protected Data in compliance with:

(a) the obligations of Processors under Data Protection Laws in respect of the performance of its obligations under this Contract; and

(b) the terms of this Contract.

16.2.4 The Customer shall (and shall if the Customer is not the Controller ensure that the relevant Controller shall) comply with:

(a) all Data Protection Laws in connection with the Processing of Protected Data and the Products and the exercise and performance of its respective rights and obligations under this Contract, including maintaining all relevant regulatory registrations and notifications as required under Data Protection Laws; and

(b) the terms of this Contract.

16.2.5 The Customer warrants to the Company that:

(a) it has all necessary rights to authorise the Company to Process Protected Data in accordance with this Contract and the Data Protection Laws;

(b) all data sourced by the Customer for use in connection with the Products, shall comply in all respects, including in terms of its collection, storage and Processing (which shall include the Customer providing all of the required fair processing notices and information to, and obtaining all necessary consents from, Data Subjects), with Data Protection Laws;

(c) it will not send any Protected Data to the Company that is not necessary for the Company to provide the Products; and

(d) its instructions to the Company relating to Processing of Protected Data will not put the Company in breach of Data Protection Laws, including with regard to International Transfers.

16.2.6 If the Company reasonably considers that any instructions from the Customer relating to Processing of Protected Data may put the Company in breach of Data Protection Laws, the Company will be entitled not to carry out that Processing and will not be in breach of this Contract or otherwise liable to the Customer as a result of its failure to carry out that Processing.

16.2.7 The Customer shall remain fully liable for the acts or omissions of each Data Client as if they were its own.

16.3 **Instructions and Details of Processing**

16.3.1 Insofar as the Company Processes Protected Data on behalf of the Customer in connection with the provision of the Products to the Customer under this Contract, the Company:

(a) unless required to do otherwise by Relevant Laws, shall (and shall ensure that any Sub-Processor shall) Process the Protected Data only on and in accordance with the Customer's documented instructions as set out in this clause 16 and the Data Protection Annex to these Conditions (together the "Processing Instructions");

(b) shall, if Relevant Laws require it to process Protected Data other than in accordance with the Processing Instructions, notify the Customer of any such requirement before Processing the Protected Data (unless Relevant Laws prohibit such information on grounds of public interest); and

(c) promptly inform the Customer if the Company becomes aware of a Processing Instruction that, in the Company's opinion, infringes Data Protection Laws in the course of providing the Products, provided that:

(i) this shall be without prejudice to clauses 16.2.4 and 16.2.5; and

(ii) to the maximum extent permitted by law, the Company shall have no liability howsoever arising (whether in contract, tort (including negligence) or otherwise) for any losses, costs, expenses or liabilities (including any Data Protection Losses) arising from or in connection with any Processing in accordance with the Customer's Processing Instructions following the Customer's receipt of that information under this clause (c).

16.3.2 The Processing of Protected Data to be carried out by the Company under this Contract as a Processor shall comprise the Processing set out in the Data Protection Annex to these Conditions, as may be updated from time to time as agreed in writing between the parties.

16.3.3 In respect of the Personal Data that the Company Processes as a Controller in connection with the Products (for example, in relation to Customer account management and billing), the Customer will:

(a) provide reasonable assistance to the Company, including to provide fair processing notices to the relevant Data Subjects and obtaining consents if necessary, to enable the Company to comply with the Data Protection Laws;

(b) ensure that it is not subject to any prohibition or restriction that would:

(i) prevent or restrict it from disclosing or transferring the relevant Personal Data to the Company, as required under this Contract; or

(ii) prevent or restrict the Company from Processing the Personal Data as appropriate in connection with this Contract.

16.4 **Technical and Organisational Measures**

The Company shall implement and maintain, at its cost and expense, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the Processing, appropriate technical and organisational measures to ensure a level of security appropriate to the risk.

16.5 **Sub-Processors**

16.5.1 The Customer acknowledges and agrees that the Company may engage third-party Sub-Processors in connection with the provision of the Products. The Company has entered or will enter into a written agreement with each Sub-Processor containing data protection obligations no less protective than those in this Contract with respect to the protection of Protected Data to the extent applicable to the nature of the Products provided by each Sub-Processor.

16.5.2 The Company shall make available to the Customer the current list of Sub-Processors. The Company will inform the Customer of any proposed addition or replacement of a Sub-Processor thereby giving the Customer an opportunity to object (acting promptly, reasonably and in good faith towards the Company) to such changes. If the Customer does not provide any objections within 30 (thirty) days of the notice from the Company regarding the proposed changes to Sub-Processors, without limiting any of its rights or remedies under the Data Protection Laws, the Customer shall be deemed to have consented to such changes.

16.5.3 In the event that the Customer rejects any proposed addition or replacement of a Sub-Processor in accordance with clause 16.5.2, without prejudice to any other rights and remedies of the Company:

(a) the Company shall not be liable to the Customer for any failure to perform or delay in the performance of its obligations under this Contract arising as a result of such rejection by the Customer of any proposed addition or replacement of a Sub-Processor; and

(b) the Customer shall bear all costs incurred by the Company in the procurement of a suitable replacement Sub-Processor to replace the rejected Sub-Processor (if applicable).

16.5.4 If the Company appoints a Sub-Processor, the Company shall:

(a) prior to the relevant Sub-Processor carrying out any Processing activities in respect of the Protected Data, appoint such Sub-Processor under a written contract that imposes the same (in substance) terms to those imposed on the Company under this Contract that is enforceable by the Company; and

(b) remain fully liable for the acts and omissions of each Sub-Processor as if they were its own.

16.5.5 The Company shall ensure that all persons authorised by it (or by any Sub-Processor) to Process Protected Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality (except where disclosure is required in accordance with Relevant Laws, in which case the Company shall, where practicable and not prohibited by Relevant Laws, notify the Customer of any such requirement before such disclosure).

16.6 **Assistance with the Customer's Compliance and Data Subject Rights**

16.6.1 The Company shall, to the extent permitted under Relevant Laws, promptly notify the Customer if it receives a Data Subject Request relating to the Protected Data and/or Products. Taking into account the nature of the Processing, the Company shall assist the Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer's (or the relevant Data Client's) obligation to respond to a Data Subject Request under Data Protection Laws, provided that if the number of Data Subject Requests exceeds 3 (three) per calendar month, the Customer shall pay the Company's charges calculated on a time and materials basis at the Company's then current prevailing rates for recording and referring the Data Subject Requests in accordance with this clause 16.6.

16.6.2 The Company shall provide such reasonable assistance to the Customer as the Customer reasonably requires (taking into account the nature of Processing and the information available to the Company) in ensuring compliance with the Customer's obligations under Data Protection Laws with respect to:

(a) complying with its obligations under the Data Protection Laws relating to the security of Processing Protected Data;

(b) conducting privacy impact assessments of any Processing operations and consulting with Supervisory Authorities, Data Subjects and their representatives accordingly (as such term is defined in Data Protection Laws);

(c) responding to requests for exercising Data Subjects' rights under the Data Protection Laws, including by appropriate technical and organisational measures, insofar as this is possible;

(d) prior consultation with a Supervisory Authority regarding high risk processing; and

(e) notifications to the Supervisory Authority and/or communications to Data Subjects by the Customer in response to any Data Security Incident,

provided the Customer shall pay the Company's charges for providing the assistance in this clause 16.6.2, such charges to be calculated on a time and materials basis at the Company's then current prevailing rates.

16.7 **International Data Transfers**

The Company will only make an International Transfer of Protected Data if:

16.7.1 a competent authority or body of the United Kingdom or the European Commission (as applicable) makes a binding decision that the country or territory to which the International Transfer is to be made ensures an adequate level of protection for Processing of Personal Data;

16.7.2 the Company or the relevant Sub-Processor provides adequate safeguards for that International Transfer in accordance with Data Protection Laws, in which case the Customer will execute (and ensure the relevant Data Client(s) execute) any documents (including data transfer agreements) relating to that International Transfer which the Company or the relevant Sub-Processor requires it to execute from time to time; or

16.7.3 the Company or the relevant Sub-Processor is required to make the International Transfer to comply with Relevant Laws, in which case the Company will notify the Customer of such legal requirement prior to such International Transfer unless such Relevant Laws prohibit notice to the Customer on public interest grounds.

16.8 **Records, Information and Audit**

16.8.1 The Company shall maintain, in accordance with Data Protection Laws binding on the Company, written records of all categories of Processing activities carried out on behalf of the Customer.

16.8.2 The Company shall, in accordance with Data Protection Laws, upon prior written request make available to the Customer in respect of the Protected Data:

(a) a summary of the Company's annual internal audit reports demonstrating the Company's compliance with its obligations as a Processor under Data Protection Laws; and

(b) confirmation that the audit has not revealed any material vulnerability in the Company's systems, or to the extent that any such vulnerability was detected, that the Company has taken steps to remedy such vulnerability.

16.8.3 If the measures set out at clause 16.8.2 are not sufficient to confirm the Company's compliance with Data Protection Laws, the Company will allow for and contribute to audits, including inspections, by the Customer (or another auditor mandated by the Customer) as is reasonably necessary to demonstrate the Company's compliance with its obligations in respect of the Protected Data under Article 28 of the GDPR (and under any Data Protection Laws equivalent to that Article 28), subject to the Customer:

(a) giving the Company reasonable prior notice of such information request, audit and/or inspection being required by the Customer;

(b) the parties mutually agreeing upon the scope, timing and duration of the audit;

(c) ensuring that all information obtained or generated by the Customer or its auditor(s) in connection with such information requests, inspections and audits is kept strictly confidential (save for disclosure to the Supervisory Authority or as otherwise required by Relevant Laws);

(d) ensuring that such audit or inspection is undertaken during Normal Working Hours, with minimal disruption to the Company's business, the Sub-Processors' business and the business of other customers of the Company; and

(e) paying the Company's reasonable charges for assisting with the provision of information and allowing for and contributing to inspections and audits.

16.9 **Breach Notification and Compensation Claims**

16.9.1 In respect of any Data Security Incident involving Protected Data the Company shall, without undue delay, notify the Customer of the Data Security Incident and provide the Customer with relevant details of the Data Security Incident and the Customer, if it is not the Controller, shall ensure it provides such notification to the relevant Controller without undue delay.

16.9.2 If a party receives a compensation claim from any person relating to Processing of Protected Data, it shall promptly provide the other party with notice and full details of such claim. The party with conduct of the claim shall:

(a) make no admission of liability nor agree to any settlement or compromise of the relevant claim without the prior written consent of the other party (which shall not be unreasonably withheld or delayed); and

(b) consult fully with the other party in relation to any such action, but the terms of any settlement or compromise of the claim will be exclusively the decision of the party that is responsible for paying the compensation.

16.10 **Deletion or Return of Protected Data and Copies**

The Company shall, at the Customer's written request, either delete or return all the Protected Data to the Customer in such format as the Customer reasonably requests within a reasonable time after the earlier of:

16.10.1 the end of the provision of the Products related to the Processing of Protected Data; or

16.10.2 once Processing by the Company of any Protected Data is no longer required for the purpose of the Company's performance of its relevant obligations under this Contract,

and delete existing copies (unless storage of any Protected Data is required by Relevant Laws and, if so, the Company shall inform the Customer of any such requirement).

17 CHANGES AND VARIATIONS TO THESE CONDITIONS, SPECIFIC CONDITIONS AND CONTRACT

17.1 The Company may change these Conditions and/or any Specific Conditions at any time to comply with Relevant Laws or the direction of any regulatory authority and will publish any such change online at www.daisyuk.tech (or at such other URL as is notified to the Customer by the Company from time to time) and/or by notice in writing to the Customer stating that these Conditions and/or any Specific Conditions have changed and providing a link to the new Conditions and/or Specific Conditions, as soon as is reasonably practical in the circumstances prior to the changes taking effect.

17.2 Subject to clause 17.1, no variation, supplement, deletion or replacement of or from this Contract or any of its terms shall be effective unless it is made in writing and is signed by or on behalf of each party.

18 FRAUD AND SECURITY

18.1 The Customer shall ensure that user names and passwords, log-in details and access codes used for the purposes of accessing or using, the Products or any systems, network elements or equipment used by it and/or End Users in connection with the Products are kept secure and confidential at all times and are only used by authorised users. The Customer shall inform the Company immediately if the Customer knows or suspects that an End User name or password has been disclosed to an unauthorised user, or is being used in an unauthorised way, or if there is any illegal, fraudulent or unauthorised use of the Products.

18.2 In the event of any illegal, fraudulent or unauthorised use of the Products, the Company reserves the right (at the Company's sole discretion) to ask the Customer to (in which case, the Customer shall) change any or all of the passwords the Customer uses in connection with the Products.

18.3 The Customer accepts and acknowledges that the Products are not guaranteed to be secure and the Company does not guarantee the prevention or detection of any unauthorised attempts to access the Products.

18.4 Any assistance given by the Company in relation to fraudulent and/or unauthorised use by third parties (or the prevention of such use) will be on a reasonable endeavours basis only and no liability can be accepted by the Company for any loss sustained by the Customer via fraudulent and/or unauthorised means that are beyond the Company's reasonable control (save for any fraud and/or unauthorised use by an employee of the Company acting in that capacity).

18.5 The Customer remains at all times responsible for preventing unauthorised or fraudulent use of the Products and maintaining the security of all systems, network elements and equipment within its (or its employees', agents' or contractors') control.

18.6 Without limitation, the Customer shall put in place and comply at all times with the following security measures:

18.6.1 the Customer shall ensure that any password used in connection with the Products is strong and is made up of not less than eight characters, which shall include at least one number, one letter and one alphanumerical symbol;

18.6.2 the Customer shall regularly and at least every 6 (six) weeks change the password set out at clause 18.6.1 above;

18.6.3 the Customer shall restrict access to passwords to key individuals;

18.6.4 the Customer shall ensure that it has up to date anti-virus protections and that it has firewalls in place, which are maintained by the Customer in accordance with best industry practices; and

18.6.5 the Customer shall, without delay, follow any security directions given to it by the Company from time to time.

19 INTELLECTUAL PROPERTY RIGHTS

19.1 As between the Customer, the Company and any member of the Company's Group, the Customer acknowledges that (i) all Intellectual Property Rights and all other rights in the Products and the Software (other than the Third Party Software) are owned by and shall remain the property of the Company or the applicable member of the Company's Group or its suppliers or licensors and (ii) the Third Party Software is owned by the relevant Vendor.

19.2 If and to the extent that the Company, any member of the Company's Group, any sub-contractor and/or Company Personnel are required to use any Customer Information or equipment belonging to the Customer or any third party for the purposes of providing the Products, the Customer hereby grants to the Company, Company's Group, the relevant sub-contractors and Company Personnel (or shall procure the grant to the Company of) a non-exclusive, royalty-free, non-transferable licence to use such Customer Information and/or Customer equipment to the extent necessary to enable the Company Personnel to provide the Products in accordance with the terms of this Contract. If this Contract is terminated for whatever reason, this licence will automatically terminate.

19.3 The Customer shall indemnify the Company and keep the Company indemnified against all losses, damages, reasonable costs or reasonable expenses and other liabilities (including reasonable legal fees) incurred by, awarded against or agreed to be paid by the Company arising from any claim made against the Company for actual or alleged infringement of a third party's Intellectual Property Rights arising out of use by the Company (or any of its suppliers) or the Customer or any End User of the Intellectual Property Rights made available to the Company by the Customer or any End User or used by the Customer or any End User in conjunction with the Products.

20 EMPLOYMENT REGULATIONS

20.1 The Company and the Customer agree that the Employment Regulations shall not apply to transfer the employment or engagement of any Employee to the Company (or any of its sub-contractors) in connection with this Contract or the termination of all or part of any contract between the Customer and a Contractor or Subcontractor or any other provider of the Products.

20.2 The Customer agrees to indemnify and keep indemnified the Company, its Contractors and Subcontractors against all liabilities, losses, actions, proceedings, damages, costs (including legal and employment costs), claims, demands and expenses brought or made against or suffered or incurred by the Company or any of its suppliers arising out of or connected with:

20.2.1 the transfer or alleged transfer of the employment or engagement of any Employee to the Company or any of its suppliers pursuant to the Employment Regulations, the termination of the employment of such Employee by the Company or its suppliers or otherwise; and

20.2.2 the employment or engagement or termination of employment or engagement by the Customer or a Contractor and/ or any Subcontractor of any Employee.

20.3 Without prejudice to clause 20.2, if any Employee claims or it is determined that his or her contract of employment or engagement has been transferred to the Company or any of its suppliers pursuant to the Employment Regulations then:

20.3.1 the Company will endeavour to, within 28 (twenty eight) days of becoming aware of that fact, give notice in writing to the Customer;

20.3.2 the Customer may offer employment to such person within 14 (fourteen) days of the notification or take such other steps as it considers appropriate to deal with the matter;

20.3.3 if such offer is accepted (or if the situation has otherwise been resolved by the Customer), the Company shall release the person from his employment; and

20.3.4 if after the 14 (fourteen) day period has elapsed, no such offer of employment has been made or such offer has been made but not accepted, or the situation has not otherwise been resolved, the Company may give notice to terminate the employment of such person and rely on the indemnity at clause 20.2 above.

21 ANTI-BRIBERY

21.1 Each party shall, and shall use reasonable endeavours to procure that its officers, employees, agents and any other persons in relation to the provision or receipt of the Products for and on behalf of it in connection with this Contract, shall;

21.1.1 comply with all applicable Anti-Bribery Laws;

21.1.2 not offer, promise, give, request, agree to receive, receive or accept a bribe or financial or other advantage or commit any corrupt act;

21.1.3 have and shall maintain in place throughout the term of this Contract its own policies and procedures, including adequate procedures to ensure compliance with the Anti-Bribery Laws and the relevant policies, and will enforce them where appropriate;

21.1.4 not do or omit to do any act or thing that constitutes or may constitute an offence under Anti-Bribery Laws; and

21.1.5 provide the other party with such reasonable assistance as it may require from time to time to enable it to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with any Anti-Bribery Laws.

21.2 Each party shall promptly report to the other party any request or demand for any financial or other advantage of any kind received in connection with the performance of this Contract by it or by its officers, employees, agents or any other person who performs or receives (as applicable) the Products for or on behalf of it in connection with this Contract.

22 GENERAL

22.1 Failure to exercise or delay in exercising on the part of either party any right, power or privilege of that party under this Contract shall not in any circumstances operate as a waiver thereof nor shall any single or partial exercise of any right power or privilege in any circumstances preclude any other or further exercise thereof or the exercise of any other right power or privilege. Any waiver of a breach of any of the terms hereof or of any default hereunder shall not be deemed a waiver of any subsequent breach or default and shall not affect the other terms of this Contract.

22.2 This Contract (and any non-contractual matters arising out of or in connection with it) shall be governed by and construed in all respects in accordance with English law and the Customer hereby submits for all purposes of and in connection with this Contract to the exclusive jurisdiction of the English Courts (including in relation to non-contractual disputes).

22.3 The Customer shall refer any dispute it has with the Company to the Company's complaints procedure at www.daisyuk.tech (or at such other URL as is notified to the Customer by the Company from time to time). Nothing in this clause shall prevent the Customer or the Company from exercising any rights and remedies that may be available in respect of any breach of the provisions of this Contract.

22.4 The parties (each acting reasonably) will attempt to resolve any dispute arising out of or relating to this Contract ("**Dispute**") through negotiations between the respective representatives of the parties having authority to settle the matter.

22.5 The parties shall use reasonable endeavours to resolve the Dispute using the following negotiation procedure:

22.5.1 where a Dispute first arises either party may serve notice in writing on the other to commence the negotiation procedure;

22.5.2 on receipt of a notice under clause 22.5.1 the Company's service delivery manager and an authorised representative of the Customer shall meet to try and resolve the Dispute;

22.5.3 if the individuals referred to in clause 22.5.2 are unable to resolve the Dispute within 10 (ten) Business Days the Dispute shall be escalated to a director or other appropriate senior executive as nominated by either party;

22.5.4 following escalation of the Dispute to the executives referred to in clause 22.5.3, the executives shall meet as soon as practicable to try to resolve the Dispute.

22.6 Nothing in clause 22.5 shall prevent the Customer or the Company from exercising any rights and remedies that may be available at law (including injunctive relief) in respect of any breach of the provisions of these Conditions or this Contract.

22.7 This Contract is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else and no third party shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.

22.8 Any notice, invoice or other document that may be given by either party under this Contract shall be in writing (except as provided otherwise) sent for the attention of the relevant person, and to the postal address given in an Order Form (or such other postal addressor person as the relevant party may notify to the other party) and shall be delivered personally or sent by pre-paid, first-class post or recorded delivery. A notice is deemed to have been received, if delivered personally, at the time of delivery, in the case of pre-paid first class post or recorded delivery, 48 hours from the date of posting or if earlier upon receipt and, if deemed receipt under this clause 22.8 is not within Normal Working Hours, at 9.00 am on the first Business Day following delivery. To prove service, it is sufficient to prove that the notice was sent in the case of post, that the envelope containing the notice was properly addressed and posted.

22.9 Any director or representative of the Customer who signs this Contract and/or any Variation on behalf of the Customer will be deemed an authorised signatory and thereby the Company shall be entitled to rely on such signatory as binding the Customer to the obligations in this Contract in all respects.

22.10 The Customer shall not, without the prior written consent of the Company (which consent shall not be unreasonably withheld or delayed), assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Contract.

22.11 Unless otherwise stated in the Order Form, the Company may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Contract without the consent of the Customer provided that the Company remains responsible for the acts and omissions of such subcontractors in their performance of the Company's obligations under this Contract.

22.12 Unless specifically provided otherwise, rights arising under this Contract are cumulative and do not exclude rights provided by law.

22.13 Neither party shall, without the prior written consent of the other party, at any time from the Effective Date to the expiry of 6 (six) months after the termination of this Contract, actively solicit or entice away from the other party, or actively employ or attempt to employ (save where the relevant person has responded to a general advertisement for the relevant job vacancy), any person who is, or has been, engaged as an employee or sub-contractor of the other party who was directly associated with supplying the Products under this Contract. Any consent given by a party in accordance with this clause 22.13 shall be subject to the other party paying a sum equivalent to twenty per cent of the then current annual remuneration of the relevant employee or sub-contractor or, if higher, twenty per cent of the annual remuneration to be paid by that party to that employee or sub-contractor.

22.14 If any provision (or part of a provision) of this Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force.

22.15 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted or modified, that provision will apply with whatever minimum modification is necessary to make it valid, enforceable and legal whilst still giving effect to the commercial intention of the parties.

22.16 Save where the context otherwise requires, in this Contract a reference to a "person" shall include a company, body corporate, unincorporated association, state, governmental or statutory body or authority, and/or a partnership, as well as a natural person (as appropriate).

22.17 Except with the prior written consent of the other party, neither party shall:

22.17.1 make any public statement about the Products or otherwise publicise this Contract or any information relating to it; or

22.17.2 use any trademarks or identifying logos owned or licensed to any member of the other party in any manner.

22.18 Nothing in this Contract is to be construed as establishing or implying any partnership or joint venture between the parties, or as appointing any party as the agent or employee of any other party. No party shall hold out any other party as its partner or joint venture partner. Except and to the extent that this Contract expressly states otherwise, no party may incur any expenses or negotiate on behalf of any other party or commit any other party in any way to any person without that other party's prior written consent.

22.19 Each party shall do and execute, or arrange and procure for the doing and executing of, any act and/or document reasonably requested of it by any other party to implement and give full effect to the terms of this Contract.

22.20 This Contract constitutes the entire agreement between the parties and supersedes any prior agreement or arrangement in respect of its subject matter. Without prejudice to clauses 3.1 and 3.2 and save in the event of fraud or fraudulent misrepresentation, neither party has entered into this Contract in reliance upon and nor shall they have any remedy in respect of, any representation or statement, illustrations, samples or descriptive material (whether made by the other party or any other person) that is not expressly set out in this Contract.

22.21 This Contract may be entered into in any number of counterparts and by the parties on separate counterparts, all of which taken together shall constitute one and the same instrument.

Annex - Data processing details

The capitalised terms used in this Annex, have the meanings provided in clause 16.1. The Processing details set out in this Annex are subject to any specific Processing details set out in or otherwise incorporated into the Order Form.

1 Subject Matter of Processing:

For the purposes of the Company performing this Contract.

2 Duration of the processing:

The Processing shall continue for the duration of this Contract and for any period thereafter that the Company continues to Process any Protected Data.

3 Nature and purpose of the processing:

To perform and/or deliver (as applicable) the Products as set out in this Contract and as further instructed by the Customer.

4 Type of Personal Data:

Names, telephone numbers, email addresses, addresses of the Data Subjects set out below and any other Personal Data required to be provided to the Company as Protected Data in the performance of this Contract, including without limitation the performance and/or delivery (as applicable) of the Products.

5 Categories of Data Subjects:

Employees and customers (being natural persons) of the Customer or the relevant Controller.