

Sabio Terms and Conditions for the Procurement of Goods and/or Services

These Terms apply to the purchase by the Client of Goods, Software and/or Services, unless a separate fully signed and effective written agreement is in place between the Parties governing the purchase.

1. Definitions and Interpretation

1.1 Definitions:

“Business Day” means a day between Monday and Friday when banks in England are open for business;

“Client” means Sabio Ltd (registered company number 03644452), or (if applicable) the other Sabio Ltd group company set out in the Purchase Order;

“Commencement Date” means the date stated in the Purchase Order (or, if none is stated, the date on which the earlier of the acts described in clause 1.5 occurs);

“Confidential Information” means any Data, or information, whether tangible or intangible (including, without limitation, any formula, pattern, compilation, device, method, technique, process, customer lists, pricing information, business plans, computer equipment, financial projections, marketing information, actual or anticipated research and development and similar internal data relating or belonging to a Party) which is not generally known to the public and which is stated as being or would be reasonably regarded as confidential (whether or not it is marked "confidential"), and includes information of employees, customers, suppliers, joint venturers, licensors, licensees, distributors and other persons with whom a Party does business;

“Contractor”/“Supplier” means the supplier set out in the Purchase Order;

“Customer” means any customer of the Client to whom the Client might re-sell or provide all or part of the Services, Software or Goods;

“Data” means all data which is gathered and owned by the Client or Customer and gathered, processed or conveyed by the Contractor as part of the Services;

“Delivery Date” the date for delivery stated in the Purchase Order or (if no date is stated) the date for delivery reasonably required by the Client;

“Delivery Location” the location for delivery stated in the Purchase Order or (if no location is stated) the location for delivery required by the Client;

“Fees” means the fees, price or charges to be paid by the Client to the Contractor as set out in the Purchase Order;

“Force Majeure Event” means an event or circumstances arising outside of a Party’s reasonable control, including act of God, war, national strike, riot, fire, flood or storm;

“Goods” means the hardware, equipment, or other goods supplied by the Contractor as set out in the Purchase Order (if any), and any deliverables forming part of the Services which comprise of goods;

“Insolvent” means where a Party is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) or becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution of that Party (otherwise than for the purposes of a solvent amalgamation or

reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the assets of that Party or that Party enters into or proposes any composition or arrangement with its creditors generally or anything analogous to the foregoing occurs in any applicable jurisdiction;

“Intellectual Property” means all patents, trademarks, service marks, registered designs, utility models, design rights, copyright (including copyright in computer software and databases), database rights, domain names and other Internet keywords, semi-conductor topography rights, inventions, trade secrets and other confidential information, know-how, business or trade names and all similar rights in the UK and elsewhere and including all applications for, the right to apply for and to sue for past infringements of any of the foregoing;

“Items” means Goods and/or Software on tangible media, provided by the Contractor under the Purchase Order;

“Normal Business Hours” means 0800 to 1800 on Business Days;

“Party” means the Client or Contractor (as the context requires) (together the **“Parties”**);

“Personnel” means Contractor’s employees, staff and any permitted subcontractors (including any permitted Sub-processors under clause 7.1), as applicable;

“Purchase Order” means the Client’s Purchase Order, to which these Terms apply, and which sets out the Client’s requirements for the performance of the Services and/or provision of the Goods or Software;

“Services” means the services to be provided by the Contractor set out in the Purchase Order (if any), including the provision of Goods and/or Software (other than Standalone Software) and associated services;

“Software” means any software provided by the Contractor in connection with these Terms and the Purchase Order;

“Standalone Software” means Software purchased on a perpetual licence basis for use at the Client’s or Customer’s site and not as “software as a service” and for which no ongoing services are provided in connection with it;

“Specification” any applicable standard manufacturer or licensor specification, and any other specification agreed between the Parties;

“Terms” means this document.

1.2 Interpretation

In interpreting these Terms, unless otherwise specified: (a) references to clauses are to clauses of these Terms; (b) a reference to any statute or statutory provision shall be construed as a reference to the same as it may from time to time be amended, modified or re-enacted; (c) any reference to a “day” shall mean a period of 24 hours running from midnight to midnight;

(d) headings and titles are for convenience only and do not affect the interpretation of these Terms; (e) references to 'written' and 'in writing' shall not include e-mail (save where otherwise stated in these Terms); and (f) any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.3 Precedence

In the event of any conflict or inconsistency between the Terms and the Purchase Order, the Terms shall take precedence.

1.4 Exclusive agreement

These Terms shall apply to the exclusion of any of the Contractor's terms and conditions including without limitation whether set out on an acknowledgement of the Purchase Order, the Contractor's proposal or quotation document or otherwise and whether the Contractor terms and conditions were sent or notified to the Client prior to, at the same time, or after receipt of these Terms.

1.5 Acknowledgement

The Contractor shall be deemed to have accepted the Purchase Order and these Terms upon the first of the Contractor either: (a) signing the Purchase Order; (b) providing a written acknowledgement (including by email) of the Purchase Order to the Client within fourteen (14) days of the date of the Purchase Order; or (c) carrying out any act which is consistent with an intention to fulfil the Purchase Order.

2. Contractor obligations and Client rights Services

2.1 Where Services are being provided under the Purchase Order, without prejudice to the Client's other rights and remedies:

2.1.1 the Contractor warrants, represents and undertakes that: (a) it shall provide the Services: (i) with all reasonable care, skill and diligence; (ii) in accordance with these Terms and the Purchase Order; (iii) (without prejudice to clause 2.2.1(f) in respect of Software) in accordance with any service description agreed between the Parties (or, if none is agreed, any standard service description applicable to the Services and which the Contractor offers to other customers of the same or similar Services); and (iv) in a professional, timely and efficient manner and at such times and dates as may be reasonably communicated to it by the Client; (b) its Personnel shall be suitably skilled, qualified and properly trained to provide the Services and it will procure that such Personnel comply with the provisions of these Terms as if they were named parties to them; (c) it shall provide all equipment, tools, systems and other materials required to provide the Services; (d) it shall co-operate and comply with the Client and any Customer in all matters relating to the Services, these Terms and the Purchase Order including complying with the Client's requirements and specifications relating to provision of the Services; (e) it shall take all due care of, and shall not damage or destroy, any property or materials belonging to the Customer, Client or any third party; (f) it shall provide the Services in accordance with the service levels or service level agreement (if any) set

out or referred to in the Purchase Order, or as otherwise agreed by the Client (including any standard service levels offered by the Contractor in the ordinary course of business in respect of the Services which the Client may agree to from time to time); and (g) the Services will be provided in compliance with all applicable laws and regulations.

2.1.2 in the event of a breach by the Contractor of its obligations under clause 2.1.1(a), the Contractor shall promptly re-perform the Services (for no additional cost to the Client) which have not been performed in accordance with the provisions of these Terms.

2.1.3 if the Client wishes to change or re-schedule any of the Services it shall notify the Contractor of such change and the Contractor shall notify the Client forthwith whether or not the Contractor is able to comply with those changes or new dates.

2.1.4 provision of Services shall commence on the Commencement Date or, if later, the date specified by the Client (which may be set out in the Purchase Order) and shall continue until terminated in accordance with clause 9.

Goods and/or Software

2.2 Where Goods and/or Software are being provided by the Contractor under the Purchase Order, without prejudice to the Client's other rights and remedies:

2.2.1 the Contractor shall ensure that the Goods and Software are: (a) of satisfactory quality; (b) fit for purpose and additionally fit for all particular purposes made known by the Client; (c) provided in compliance with all applicable laws and regulations; (d) free from defects in design, functionality, material and workmanship and remain so for at least 12 months after delivery; (e) genuine manufacturer or licensor products or items; and (f) provided in accordance with their description and any applicable Specification.

2.2.2 where the Contractor is supplying Items:

2.2.2.1 the Contractor shall ensure that: (a) the Items are properly packed and secured in such manner as to ensure they reach their destination in good, undamaged, condition; and (b) each delivery of the Items is accompanied by a delivery note which shows the date of the Purchase Order, the Purchase Order number (if any), the type and quantity of the Items (including the code number of the Items, where applicable), special storage instructions (if any) and, if the Items are being delivered by instalments, the outstanding balance of Items remaining to be delivered.

2.2.2.2 the Contractor shall deliver the Items: (a) on the Delivery Date; (b) at the Delivery Location; and (c) during the Client's Normal Business Hours, or as reasonably instructed by the Client. Delivery of the Items shall be completed on the completion of unloading the Items at the Delivery Location.

2.2.2.3 the Contractor shall not deliver the Items in instalments without the Client's prior written consent. Where it is agreed that the Items are to be delivered by instalments, they may be invoiced and paid for separately. Failure by the Contractor to deliver any one instalment on time or at all or any defect in an

instalment shall entitle the Client to the remedies set out in clause 2.2.3.

2.2.3 if Goods or Software do not comply with any of the undertakings and requirements set out in clause 2.2.1 or 2.2.2, then, without limiting any of its other rights or remedies (including to claim damages), and whether or not it has accepted the Goods or Software, the Client may (as applicable) exercise any one or more of the following remedies: (a) to terminate the contract (or relevant part of the contract) for the provision of the Goods or Software; (b) to reject the Goods or Software (in whole or in part) and return them to the Contractor at the Contractor's own risk and expense and receive a full refund of the Fees from Contractor (if paid); and (c) to require the Contractor (at the Client's option) to repair or replace the rejected Goods or Software (where applicable) or to provide a full refund of the Fees (if paid). These Terms shall apply to any repaired or replacement Goods and Software supplied by the Contractor.

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2.3 The Client shall be entitled to re-sell, license and/or provide the Services, Goods or Software to a Customer (including in a hosted or on-premise environment).

2.4 The Contractor shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Purchase Order and these Terms and the Contractor warrants and undertakes that it has full unencumbered rights to sell any Goods, provide any Services and sell or licence any Software to the Client. In addition, the Contractor hereby confirms that it is authorised by the manufacturer or licensor to re-sell and provide the Goods, Software and Services.

2.5 In respect of its obligations hereunder, the Contractor shall ensure that it and its Personnel comply with the Client's and any Customer's policies and instructions in respect of health and safety, anti-bribery and corruption, security and information security, anti-slavery, and such other policies and instructions as may be notified or made known by the Client from time to time when at the Client's or Customer's premises and/or when providing Services, Goods or Software (including the anti-bribery, anti-slavery and information security policies available on Sabio's website or on request). Where the Contractor is certified under any BS, ISO or equivalent standards (including ISO9001 and ISO27001), the Contractor shall comply with the requirements of those standards.

2.6 Risk of loss or damage to Goods shall pass to the Client on completion of delivery (save where the loss or damage is caused by the Contractor or its Personnel, for which the Contractor shall remain responsible). Property and title in Goods shall pass to the Client on the earlier of: (i) delivery of the Goods; and (ii) payment of the Fees for the Goods.

2.7 The Client's rights and remedies under these Terms are in addition to its rights and remedies implied or provided for by statute and/or common law.

2.8 The Contractor shall ensure that all Data and other information it obtains or has access to in connection with the Purchase Order is handled in accordance with,

and protected by, security measures meeting the requirements of good industry practice.

3. Independent contractor status

3.1 Nothing in these Terms shall be deemed or construed to create a joint venture, partnership or employer/employee relationship between the Contractor (or the Contractor's Personnel) and the Client for any purpose including, but not limited to withholding for the purposes of social security, income tax or entitlement to any employee benefits.

3.2 The Contractor shall not have the right or authority to create any obligation or make any representation on behalf of the Client or the Customer.

4. Client obligations

4.1 The Client shall co-operate with the Contractor's reasonable requests to enable timely supply of any Services.

5. Fees

5.1 Fees for Standalone Software or Goods provided under the Purchase Order may be invoiced on completion of delivery (unless otherwise agreed by the Parties in writing). Fees for Services may be invoiced on completion of the Services or as otherwise set out in the Purchase Order (or as otherwise agreed by the Parties in writing). All valid and undisputed invoices shall become due for payment forty five (45) days after the date of receipt by the Client of the respective valid and undisputed invoice ("**Due Date**"). Unless stated in the Purchase Order, all Fees are payable in pounds sterling and are exclusive of value added tax but inclusive of all other taxation, duties and similar matters.

5.2 Each invoice shall itemise the Fees payable by the Client in the period to which that invoice relates. If any item, or any part of an item, shown on a Fees invoice rendered by the Contractor is subject to a bona fide dispute or question by the Client (a "**Discrepancy Amount**") the Client shall give notice of that fact to the Contractor in writing (which may include email) as soon as reasonably practicable and the dispute in relation to the Discrepancy Amount shall be resolved further to clause 13 (Escalation and dispute resolution).

5.3 The Contractor reserves the right to charge interest on late payments of any Fees payable pursuant to this clause 5 (as the Contractor's sole and exclusive remedy for late payment by the Client) at the annual rate of 3 per cent over the Bank of England base rate from the date on which the payment was due until the date of actual payment.

6. Intellectual Property

6.1 Subject to clause 6.4, Intellectual Property rights shall remain the property of the Party creating or owning the same.

6.2 Subject to clause 6.3, the Contractor grants a perpetual (save where otherwise stated in the Purchase Order), royalty free, sub-licensable (including to a Customer), non-exclusive, worldwide licence to the Client to use the Software and to use the Intellectual Property rights in the Services.

6.3 Where Software is governed by a third party licensor's end user licence agreement ("**EULA**"): (a) if the Software is being provided for the Client's use the Client will comply with the EULA; and (b) if the Software is being provided for Customer use the Contractor shall

provide the EULA to the Client and the Client shall provide the EULA to the Customer (ensuring that the Customer is required to comply with it), provided in each case that the Contractor has supplied the EULA in written form to the Client in good time prior to commencement of the Service or delivery of the Software. Where the Client does not agree with the terms of the EULA provided (acting reasonably), the Client may terminate the Purchase Order and these Terms (in whole or in part) without liability on written notice to the Contractor at any time prior to commencement of the Service or provision of the Software.

6.4 Where the Client has asked the Contractor to develop and provide bespoke Software or Services for the Client, notwithstanding clauses 6.1, 6.2 and 6.3, the Intellectual Property rights in such Software or Services shall vest in the Client.

6.5 The Contractor shall indemnify the Client against all costs, damages, expenses, losses and liabilities which arise out of or in connection with any claim brought against the Client or a Customer that the Services, Software and/or Goods (including the Customer's or Client's use of any of them) infringe the Intellectual Property rights of a third party.

7. Data protection and Confidentiality

7.1 Data protection

7.1.1 The following definitions apply to this clause 7.1, unless the context requires otherwise:

"controller"/"data controller" has the meaning given to it in the Data Protection Legislation;

"Data Protection Legislation" means until 25 May 2018 the Data Protection Act 1998, then from 25 May 2018 Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (the **"GDPR"**) until such date as the GDPR may be replaced under UK law, and then (with effect from it coming into force) any legislation in the UK which may replace the GDPR from time to time;

"data subject" has the meaning given to it in the Data Protection Legislation;

"international organisation" has the meaning given to it in the Data Protection Legislation;

"personal data" has the meaning given to it in the Data Protection Legislation and relates only to personal data processed by the Contractor on behalf of Client or any Customer in relation to the Goods, Software or Services;

"personal data breach" has the meaning given to it in the Data Protection Legislation;

"processing" has the meaning given to it in the Data Protection Legislation;

"processor"/"data processor" has the meaning given to it in the Data Protection Legislation;

"Sub-processor" means any permitted data processor engaged by the Contractor to process the Personal Data;

"supervisory authority" has the meaning given to it in the Data Protection Legislation; and

"third country" has the meaning given to it in the Data Protection Legislation.

7.1.2 In the course of providing the Goods, Software and/or Services the Contractor may process personal data. To the extent applicable to the Goods, Software

or Services, the Parties acknowledge and agree that the Contractor is a processor for Client (and/or any Customer) of all personal data.

7.1.3 The purpose of the Contractor's processing of personal data is the provision of the Goods, Software and/or Services. The categories of data subjects, the types of personal data processed and the nature of the processing are set out in Schedule 1 (Personal Data). The Contractor will regularly review Schedule 1 (Personal Data) and will promptly notify Client in writing of any amendment required to ensure it remains accurate, up-to-date and complete and the Parties will act reasonably to agree appropriate amendments to Schedule 1 (Personal Data).

7.1.4 The Contractor shall in relation to the processing of personal data, comply with its obligations under the Data Protection Legislation (including without limitation under Article 28 of the GDPR (or any equivalent replacement thereof)) and ensure the protection of the rights of data subjects, and will not do or omit to do anything which causes Client (or any Customer) to breach any of its obligations under the Data Protection Legislation, and shall (and shall procure that its Personnel shall) process personal data only on documented instructions from Client from time to time. Client instructs the Contractor to process personal data in accordance with this clause 7.1.

7.1.5 Notwithstanding clause 7.1.4, the Contractor may process the personal data if it is required to do so by European Union law, Member State law or to satisfy any other legal obligations to which it is subject. In such circumstance, the Contractor shall promptly notify Client of that requirement before it processes the personal data, unless the applicable law prohibits it from doing so.

7.1.6 The Contractor shall immediately notify Client if, in Contractor's opinion, Client's documented data processing instructions breach the Data Protection Legislation. If and to the extent the Contractor is unable to comply with any instruction received from Client, it shall immediately notify Client accordingly.

7.1.7 The Contractor shall use appropriate technical and organisational measures to prevent the unauthorised or unlawful processing of personal data and protect against accidental loss or destruction of, or damage to, any personal data during the processing of the personal data, and shall (without limitation) implement, comply with, and maintain the security safeguards and standards set out in Client's Information Security Policy from time to time in force at www.sabio.co.uk/legal.

7.1.8 The Contractor shall notify Client (by email to dataprotection@sabio.co.uk) of any personal data breach without undue delay after it becomes aware of such personal data breach and not later than 24 hours from becoming aware. Such notice shall include information regarding the personal data breach then available to the Contractor in order to enable Client (and any Customer) to comply with their notification requirements to the supervisory authority under Data Protection Legislation including without limitation (as a minimum):

7.1.8.1 a description of the nature of the personal data breach including, without limitation and where

possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;

7.1.8.2 the name and contact details of the data protection officer or other contact point within the Contractor who can provide further information to Client of such personal data breach;

7.1.8.3 a description of the likely consequences of the personal data breach, including, without limitation, the likely impact and consequences of such personal data breach on the relevant data subjects, or on Client (or any Customer);

7.1.8.4 a description of the initial remedial measures taken by the Contractor or proposed to be taken by the Contractor and/or Client to address the personal data breach, including, without limitation and where appropriate, measures to mitigate its possible adverse effects;

7.1.8.5 any other information and/or issues pertinent to such personal data breach; and

7.1.8.6 confirmation of whether or not it has provided all relevant information in relation to the personal data breach to Client.

Where and in so far as it has not been possible for the Contractor to provide all such information at the same time in such notice, the Contractor shall provide an explanation for any delay in providing such information to Client and shall provide such information to Client in phases without undue further delay. The Contractor shall: (a) identify and remedy the cause of such personal data breach within 1 month of the personal data breach at its own cost; (b) notify Client when the cause of the breach has been remedied; and (c) (upon request from Client) notify Client of the steps which the Contractor has taken to remedy the breach.

7.1.9 The Contractor shall: (a) ensure that access to personal data is strictly limited to those Personnel who need access to the personal data for the purposes of performing Services or providing Goods or Software; (b) only use Personnel in the processing of personal data with appropriate training in processing personal data and ensure that such Personnel complete data protection training at least annually; (c) ensure that such Personnel are bound by written confidentiality obligations in respect of the personal data; and (d) ensure that such Personnel are made aware of the confidential and sensitive nature of the personal data they process. The Contractor shall provide Client with a list of the Personnel who will have access to the personal data promptly on request from Client (and shall keep such list updated).

7.1.10 The Contractor shall not transfer any Personal Data outside the European Union, the European Economic Area or the UK (to the extent that the UK is no longer in the European Union or the European Economic Area), to a third country or to an international organisation without the prior written consent of Client. Where consent is given, the Contractor shall ensure that any transfer of personal data shall be in accordance with Data Protection Legislation.

7.1.11 The Contractor shall maintain written records of its data processing activities pursuant to providing the

Goods, Software and/or Services to Client in accordance with Data Protection Legislation.

7.1.12 The Contractor shall, at the Contractor's cost, where required under the Data Protection Legislation and at Client's request cooperate with and assist Client in meeting its (or any Customer's) relevant obligations under the Data Protection Legislation taking into account the nature of the processing and the information available to the Contractor.

7.1.13 The Contractor shall not use any Sub-processors without specific prior written authorisation from Client.

7.1.14 Prior to engaging a Sub-processor the Contractor shall ensure that it (i) selects all Sub-processors with care, including carrying out due diligence on Sub-processors and only using Sub-processors providing sufficient guarantees to implement appropriate technical and organisational measures to meet the requirements of the Data Protection Legislation; and (ii) shall provide details of such due diligence, technical and organisational measures and the data protection obligations in contracts with the Sub-processors to Client promptly on request.

7.1.15 The Contractor shall ensure it that has in place with its approved Sub-processors who will process personal data on Client's or any Customer's behalf, a contract containing obligations on such Sub-processors which are no less onerous than those obligations imposed upon the Contractor in this clause 7.1 relating to personal data. The Contractor shall be liable for the acts and omissions of its Sub-processors to the same extent to which the Contractor would be liable if performing the services of each Sub-processor directly under the terms of this clause 7.1.

7.1.16 Data subjects whose personal data is processed pursuant to the Purchase Order have the right to request access to and the correction, deletion or blocking of such personal data under Data Protection Legislation. The Contractor will implement appropriate technical and organisational measures to assist Client, at the Contractor's cost, in complying with its (or any Customer's) obligations relating to data subject requests.

7.1.17 Upon expiry or termination of the Purchase Order for any reason or upon Client's earlier request, the Contractor shall: (i) return to Client; and/or (ii) delete from all computer systems and other data storage systems, all personal data provided that the Contractor shall not be required to return or delete all or part of the personal data that it is legally permitted to retain. The Contractor shall certify to Client that it has complied with its obligation to delete personal data under this clause.

7.1.18 The Contractor shall make available to Client (for itself and any Customer), and any competent supervisory authority or their representatives the information necessary to demonstrate its compliance with this clause 7.1 and shall allow for and contribute to audits and inspections by allowing Client, any Customer, a competent supervisory authority or their representatives to conduct an audit or inspection of that part of the Contractor's business which is relevant to the Purchase Order on reasonable notice.

7.1.19 The Contractor shall immediately and fully notify Client in writing of any communications the Contractor (or any of its Sub-processors) receives from third parties in connection with the processing of the personal data, including (without limitation) subject access requests or other requests, notices or other communications from individuals, or their representatives, or from the European Data Protection Board, the UK's Information Commissioner's Office (in the case of the United Kingdom) and/or any other supervisory authority or any other regulator (including a financial regulator) or court and will comply with Client's reasonable instructions and provide information and assistance as reasonably requested by Client in relation to such requests, complaints and other communications.

Confidentiality

7.2 A receiving Party shall keep confidential all Confidential Information disclosed or made available to it by the disclosing Party and shall restrict disclosure to those persons within its organisation who have a need to know for the purposes of fulfilling the receiving Party's obligations under these Terms or the Purchase Order. Notwithstanding the foregoing, the Client shall be entitled to disclose any Confidential Information of the Contractor to the Customer or the Client's licensors or manufacturers relevant to the subject matter of the Purchase Order.

7.3 The confidentiality provisions of clause 7.2 shall not apply to: (a) any information which is in or which comes into the public domain other than as a result of the information being disclosed in breach of these Terms by the receiving Party; (b) information which lawfully becomes available to the receiving Party free from any confidentiality restriction prior to its disclosure; (c) information that is or has been developed independently by or for the receiving Party without using the Confidential Information; or (d) information which is trivial or obvious.

7.4 A Party may disclose Confidential Information to the minimum extent required if required by any law or regulation, provided that the receiving Party has first notified the disclosing Party (if reasonably possible) of the Confidential Information which is to be disclosed and (if reasonably possible) provides the disclosing Party with the opportunity to challenge the requirement to disclose such information.

7.5 The obligations of confidentiality in this clause 7 shall continue for a period of 5 years from the date of the Purchase Order becoming binding or, if later, 3 years from the date of completion or termination of any Services provided under it.

8. Limitation of liability

8.1 Nothing in these Terms or the Purchase Order shall exclude or limit: (a) either Party's liability for death or personal injury caused by that Party's negligence; (b) either Party's liability for fraud or fraudulent misrepresentation; (c) either Party's liability for any liability which cannot be limited or excluded by applicable law; and (d) the Contractor's liability under clauses 2.4, 2.5, 6.5 and 7.

8.2 Subject to clauses 8.1 and 8.3, each Party's total aggregate liability to the other Party under or in connection with these Terms and the Purchase Order

(whether arising in contract, tort (including negligence) or otherwise) shall not exceed the greater of: (i) 200% of the Fees payable by the Client under these Terms and the Purchase Order; and (ii) £250,000 (two hundred and fifty thousand pounds sterling).

8.3 Subject to clause 8.1, neither Party shall have any liability to the other Party under or in connection with these Terms and the Purchase Order (whether arising in contract, tort (including negligence) or otherwise) for any indirect loss.

8.4 The Contractor acknowledges and agrees that any losses suffered or incurred by the Client or Customer arising from any delay or failure by the Client to perform any agreement(s) with the relevant Customer caused by a breach of these Terms or the Purchase Order by the Contractor shall be a direct loss recoverable against the Contractor by the Client under these Terms and the Purchase Order (and shall not be an indirect loss).

9. Term and termination

9.1 Subject to earlier termination under clauses 9.2, 9.3 or 9.4, these Terms and the Purchase Order shall commence on the Commencement Date and shall terminate in accordance with the following: (a) in respect of Services provided under it, upon completion of the provision of the Services (being the expiry of any duration for the provision of the Services set out in the Purchase Order, or if none is stated the acceptance of the Services by the Client as having been provided in full conformity with these Terms and the Purchase Order); and (b) in respect of a Purchase Order solely for Goods or Standalone Software, successful completion of delivery of the Goods or Standalone Software.

9.2 A Party may terminate these Terms and the Purchase Order at any time immediately by notice in writing to the other Party if: (a) the other Party is Insolvent; (b) the other Party threatens to, or ceases to carry on business; (c) the other Party commits a material breach of any of the provisions of these Terms or the Purchase Order (and in the case of a remediable breach, fails to remedy such breach within thirty (30) days of written notice requiring it to do so); or (d) a right of termination arises under clause 11 (Force Majeure).

9.3 The Client may terminate these Terms and the Purchase Order (in whole or in part) without liability at any time upon giving the Contractor at least one (1) month's notice in writing and these Terms and the Purchase Order (or part thereof) shall terminate at the end of the notice period.

9.4 The Client may terminate these Terms and the Purchase Order in whole or in part at any time before delivery of Goods or Standalone Software with immediate effect and without liability by giving the Contractor written notice, whereupon the Contractor shall discontinue all relevant work.

10. Consequences of termination

10.1 Following service of a notice of termination for any reason, the Contractor shall continue to provide the Services until expiry of the termination notice, and shall ensure that there is no degradation in the standards of the Services.

10.2 On the effective date of termination, the Contractor shall repay to the Client any amount which

the Client may have paid in respect of Services, Goods or Software to be provided by the Contractor after the effective date of termination (including a pro rata refund of any Fees paid annually or otherwise).

10.3 The provisions of clauses 2.1.2, 2.2.1, 2.2.3, 2.3, 2.7, 2.8, 6, 7, 8, 10, 12, 14, 15 and 16 (and any other clause which is expressly stated, or by implication is to, continue after termination or expiry) shall survive the termination or expiry (for any reason) of these Terms and the Purchase Order.

10.4 Termination shall not prejudice or affect the rights of any Party against the other in respect of any breach of these Terms or the Purchase Order during any period prior to termination (or after in respect of surviving clauses).

11. Force Majeure

11.1 If and to the extent that a Party is prevented or delayed by a Force Majeure Event from performing any of its obligations under these Terms or the Purchase Order, the Party affected shall: (a) have no liability to the other for that delay or failure; and (b) perform those obligations under these Terms that are not affected by the Force Majeure Event or if those obligations are affected by the Force Majeure Event, it shall perform them to the extent possible.

11.2 When the Force Majeure Event has ceased, the affected Party shall promptly recommence performance in full.

11.3 If a Party is subject to a Force Majeure Event, for a period exceeding thirty (30) days, the other Party may terminate these Terms and the Purchase Order by giving not less than ten (10) days' notice in writing to the other Party.

11.4 Where the affected Party is the Contractor, the Client shall not be required to pay any Fees (and shall be refunded by the Contractor, if the Fees have already been paid) in respect of the period during which the Force Majeure Event continues and prevents or delays performance by the Contractor.

12. Insurance

12.1 During the term of these Terms and for a period of six (6) years thereafter the Contractor shall maintain in force insurance policies with reputable insurance companies for each of public liability, professional indemnity, and employers' liability for the greater of: (a) the minimum coverage required by law; and (b) not less than £2 million per claim, and shall if so requested by the Client, promptly provide to the Client with evidence of its insurance.

13. Escalation and Dispute Resolution

13.1 Any question or difference which may arise concerning the construction, meaning or effect of these Terms or any matter arising out of these Terms shall in the first instance be referred to a director of each of the Parties for discussion and resolution.

14. Notices

14.1 Any notice to a Party under these Terms shall be in writing signed by or on behalf of the Party giving it and shall, unless delivered to a Party personally, be left at, or sent by prepaid first class post, recorded delivery, courier or airmail to the address of the Party as set out in the Purchase Order, marked for the attention of the Company Secretary or Head of Legal of the relevant Party.

14.2 A notice shall be deemed to have been served (a) at the time of delivery if delivered personally; (b) 2 Business Days after posting in the case of an address in the United Kingdom and 5 Business Days after posting for any other address.

15. General

15.1 If at any time any provision of these Terms is or becomes, or is adjudicated by any court of competent jurisdiction or other competent authority to be invalid or unenforceable, void or voidable in whole or in part, the remaining provisions of these Terms shall continue in full force and effect.

15.2 Unless expressly stated in writing, any failure to exercise, or any delay in exercising, a right or remedy provided by these Terms or at law or in equity shall not constitute a waiver of that right or remedy or a waiver of any other rights or remedies.

15.3 The Parties agree that facsimile or electronically transmitted signatures shall be deemed to be originals, and both Parties agree to accept and be bound thereby.

15.4 Any variation to a Purchase Order or these Terms shall not be effective unless the change is in writing and signed by an authorised signatory of each Party. Variations shall take effect as from the date specified in the signed record of variation and shall not have retrospective effect unless expressly provided for in such record.

15.5 Subject to clause 8.1(b), these Terms and the Purchase Order constitute the entire agreement between the Parties relating to its subject matter and supersedes all previous agreements and arrangements relating to its subject matter.

15.6 The Contractor may not sub-contract any of its obligations without the prior written consent of the Client. In the event of any sub-contracting so permitted the Contractor shall remain liable to the Client for the performance of such obligations by any sub-contractors.

15.7 The Contractor may not assign or transfer these Terms or the Purchase Order without the express written consent of the Client.

15.8 No party other than the Parties shall have any right to enforce any provision of these Terms or a Purchase Order under the Contracts (Rights of Third Parties) Act 1999.

16. Governing Law and Jurisdiction

16.1 These Terms and the Purchase Order and any disputes arising in connection with it (whether contractual or non-contractual) shall be governed by, and shall be construed in accordance with, English law.

16.2 The courts of England shall have exclusive jurisdiction to settle any dispute (whether contractual or non-contractual) arising out of or in connection with these Terms or the Purchase Order, save that each Party shall be entitled to seek an injunction or other interim remedy or enforce any judgment or order in a court in a country where the other Party has assets located.

SCHEDULE 1 – PERSONAL DATA

Duration of the processing of the personal data:

The processing will continue for the duration of the relevant Purchase Order (and completion of any agreed post-termination activities).

Nature and purpose of the processing of the personal data

The personal data will be processed to the extent necessary to provide the Goods, Software and/or Services and as may be further detailed in writing between the Parties in respect of the particular Purchase Order.

Categories of Data Subjects

Data subjects include: Client's or its Affiliate's or any Customer's staff, and/or Client's or its Affiliate's or Customer's customers or suppliers (and their staff, as applicable).

Types of personal data

The personal data may include the following types of data: Names, addresses, contact details, staff working details, and other data provided in connection with the provision of Goods, Software or Services.