



## WASTE LOGICS™ SOFTWARE TERMS AND CONDITIONS

### 1. INTRODUCTION AND NATURE OF THESE TERMS

1.1 Welcome to Waste Logics. We are very much looking forward to supporting you throughout all of your daily waste management operations. Before we can begin however, we do need you to **read** and **accept** these terms of service (**Terms**).

1.2 Our Terms clearly set out what we expect from you and what you can expect from us. These Terms contain your legal rights and obligations so please make sure you read them carefully before proceeding. Unfortunately, we will not be able to provide our services to you if you are unable to agree to our Terms. If you do agree to our Terms and breach any of them, we reserve the right to suspend the Services immediately and/or terminate your Subscription, without prior written notice to you. Please also note that we may make changes to these Terms from time to time and, where such changes are material, we will always try to give you reasonable notice of such changes.

1.3 These Terms (and any updates or revisions) apply to and are incorporated into the Contract. If there are any terms within the Order Confirmation Paperwork, the Quote, your Subscription or implied by law, trade, custom or course of dealing, that are inconsistent with these Terms, these Terms shall prevail.

1.4 If you do have any questions or comments after you have read these Terms, please do contact us at [info@wastelogics.com](mailto:info@wastelogics.com), 0330 120 0721 or via the 'Contact Us' portal which you can access from our website ([www.wastelogics.com](http://www.wastelogics.com)). Please be aware that if you attempt to make any addition, variation or exclusion to these Terms, these will not be binding unless we have agreed such changes with you in writing.

1.5 The definitions and rules of interpretation apply throughout these Terms. That means if you see a bold or capitalised term, it will have the same corresponding meaning every time it is used within these Terms.

1.5.1 **Additional Services:** the add-on services that are optional to you in addition to the Standard Package at the applicable fee rate.

1.5.2 **Authorised Users:** your employees, agents, customers and independent contractors who you authorise to use the Services in accordance with these Terms.

1.5.3 **Contract:** your contract with us means these Terms (including any changes we make from time to time), together with your Order Confirmation Paperwork and Project Plan.

1.5.4 **Data Protection Laws:** means:

1.5.4.1 all applicable data protection and privacy laws in force from time to time in the UK including the UK retained General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as

updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and

1.5.4.2 any other European Union laws relating to personal data and all other laws and regulatory requirements in force from time to time which apply to either of us relating to the use of personal data (including, without limitation, the privacy of electronic communications).

1.5.5 **Deposit:** a non-refundable upfront payment equal to six (6) months of the Standard Package rate payable at the time of signing your Order Confirmation Paperwork.

1.5.6 **Go-Live:** means the point at which the Services shall become available to you after completion of Onboarding.

1.5.7 **Go-Live Date:** means as defined in condition 2.8.

1.5.8 **Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, moral rights, trade marks, domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

1.5.9 **Onboarding:** the process of setting up and deploying the Software for the Customer's use.

1.5.10 **Order Confirmation Paperwork:** the order confirmation document and explanatory email we electronically send to you, following your acceptance of the Quote, detailing the Services and your Subscription.

1.5.11 **Parties:** where these Terms refer to **you, your, or customer**, we mean both you and any entity or firm you're authorised to represent. Where these Terms refer to **we, us, our or Waste Logics**, we mean Waste Logics Software Limited (company number 5945471).

1.5.12 **Project Plan:** the document prepared by us after your Order Confirmation Paperwork has been accepted but before we commence Onboarding setting out the agreed scope of work for Onboarding and Estimated Go-Live Date (as defined in condition 2.7).

1.5.13 **Quote:** the document we send to you detailing your licence description and your licence price, or such other price as we may agree with you from time to time.

1.5.14 **Services:** the Standard Package and any Additional Services agreed by us, as detailed in the Order Confirmation Paperwork and more specifically detailed in the Quote.

1.5.15 **Software:** the Waste Logics™ Software application.

1.5.16 **Standard Package:** the basic services we offer that you will automatically receive as part of your Subscription (before any Additional Services have been agreed between you and us).

1.5.17 **Subscription:** the permission we grant for you and your Authorised Users, to use our Services from the Go-Live Date for the duration of the Term, as specified in the Order Confirmation Paperwork.

1.6 When reading through our Terms, please note the following:

- 0.6.1 Any headings we use throughout shall not affect the interpretation of these Terms. References to conditions are to the conditions set out in these Terms.
- 0.6.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and a reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 0.6.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular and a reference to one gender shall include a reference to the other genders.
- 0.6.4 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 0.6.5 Any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 0.6.6 A reference to writing or written includes e-mail.

## 2. **TERM OF YOUR SUBSCRIPTION**

2.1 Our Order Confirmation Paperwork is an offer by us to supply the Services specified in it to you on these Terms ("**Offer**").

2.2 Our Offer will be accepted (or deemed accepted) by you (and a binding contract formed between us) when you sign and return the Order Confirmation Paperwork to us or, if earlier, the date you make the upfront payment specified in the Order Confirmation Paperwork to us. The Contract will take effect once our Offer has been accepted (or deemed accepted) by you in accordance with this condition.

2.3 Your Order Confirmation Paperwork will specify whether your Subscription will renew monthly or annually and this will be your "**billing cycle**". If your billing cycle is monthly, you will pay the charges due every month. If your billing cycle is annually, you will pay the charges due each year.

2.4 Before we can begin your Onboarding or provide the Services to you, we need to have received in our bank account the Deposit plus your set up and configuration charges in the full amount detailed on your Order Confirmation Paperwork. We will not begin to execute any part of the Services until we have received such payment.

2.5 Once we have received the Deposit plus your set up and configuration charges in the full amount detailed on your Order Confirmation Paperwork into our bank account, a

member of our onboarding team will be in touch with you to discuss the Onboarding process and gather certain information that we need for Onboarding. Following this, we will produce a Project Plan to confirm the agreed details in respect of your Onboarding, a copy of which will be emailed to you for your confirmation. The Project Plan will be accepted (or deemed accepted) by you upon the earlier of (i) you confirming your acceptance via email; (ii) you signing and returning the Project Plan to us (by electronic means or otherwise); or (iii) the date on which we begin your Onboarding in accordance with the Project Plan.

2.6 Following your acceptance (or deemed acceptance) of the Project Plan in accordance with condition 2.5, we will begin Onboarding on or around the start date estimated in the Project Plan but, for the avoidance of doubt, time shall not be of the essence in respect of the Onboarding start date.

2.7 The Project Plan will set out an estimated Go-Live Date (“**Estimated Go-Live Date**”) and this is calculated by us taking into account all of the information you give to us during the process of agreeing the Project Plan. Whilst we shall use commercially reasonable endeavours to meet the Estimated Go-Live Date, we reserve the right to amend this upon giving you not less than 30 days’ written notice in advance and the revised Estimated Go-Live Date shall be deemed to supersede the previous Estimated Go-Live Date for the purposes of conditions 2.8 and 4.1.

2.8 The **Go-Live Date** will occur upon the date on which Go-Live takes place unless we, acting reasonably, determine that Go-Live has not taken place by the Estimated Go-Live Date because of something you have done or failed to do, in which case the Go-Live Date shall be the Estimated Go-Live Date.

2.9 For the avoidance of doubt, you will begin paying for the Services from the Go-Live Date in accordance with your Subscription and condition 7.

2.10 If we have not stated in the Order Confirmation Paperwork when your Subscription will renew, your Subscription will renew annually on the anniversary of your Go-Live Date.

2.11 The Contract will commence on the date our Offer has been accepted (or deemed accepted) by you in accordance with condition 2.2 and continue until terminated in accordance with one of our termination provisions set out at condition number 12 (**Term**).

### 3. **OUR OBLIGATIONS TO YOU**

3.1 We will provide our Services with reasonable skill and care and in all material respects with the Order Confirmation Paperwork and Quote.

3.2 We will only accept and action instructions from Authorised Users. Please refer to condition 4.1 below on your obligations in respect of your Authorised Users.

3.3 We will maintain regular back-ups to our data centres of any data input by you, your Authorised Users, or us on your behalf, for the purpose of using the Services or facilitating your use of the Services.

3.4 We will use our reasonable efforts to seek to ensure that, following Go-Live, the Services are available 99.9% of the time 24 hours of the day, 7 days a week, except for maintenance work. If we have planned this maintenance work, we will give you notice in advance. If we have not planned the maintenance work, we will try our best to conduct this outside of normal business hours and give you notice in advance unless the maintenance work is an emergency.

3.5 As part of our Services, we will provide you with our standard support services during regular business hours (8am to 6pm GMT Monday to Friday, excluding public holidays in England). Our standard support services are general in nature and extend to supporting you with all reasonable requests in relation to the Software, save for all those services which we believe (in our sole discretion) sit outside of the standard support remit including but not limited to the following:-

3.5.1 all hardware that you use in relation to the Software;

3.5.2 any general queries relating to third party integration (including, but not limited to providing training and/or support on third party software, hardware or services);

3.5.3 tidying up the Software and system due to your users who do not use the system correctly and in accordance with the training we provide;

3.5.4 training requests in addition to those already agreed with us as part of the Services; and

3.5.5 Software development and/or enhancement requests. Although please note that we do welcome these suggestions, but are under no obligation to action them or if we do action them, our team will prioritise all requests accordingly.

3.6 In addition to the above, we will also provide you with a critical urgent support service 24 hours a day, 7 days a week if you experience one of the following problems:-

3.6.1 having any one or all of our servers down and this (in our reasonable opinion) substantially affects or prevents:

3.6.1.1 your ability to access your database;

3.6.1.2 the speed of your database (where your database is running unreasonably slow compared to its normal operation);

3.6.1.3 your ability to preview any report-related documents (for example, tickets and invoices);

3.6.2 any other issue which is caused (in our reasonable opinion) by our Software and the issue prohibits or prevents you from conducting your business; and

3.6.3 the mobile driver and weighbridge applications cease working.

3.7 Please note that we reserve the right in our sole discretion to determine the scope of the critical urgent support we provide, and circumstances in which we will provide it to you.

3.8 Please follow the instructions provided to you during training (these can also be accessed on our service desk portal) in respect of how to access our standard support and critical urgent support services.

3.9 Please note that we reserve the right to make any changes to the Services which are necessary to comply with the law or safety requirements, or which do not significantly impact the nature or quality of the Services. We will let you know if we plan on changing the Services for one of these reasons.

3.10 Where we provide any development or customisation Services to you in connection with the Software, you will sign off on the requirements and agree these Services before we begin work. Once signed off and agreed by you, you will not be able to amend or cancel these Services without incurring additional charges to reflect the work we have already undertaken. Provided you do not wish to amend or cancel these Services, we will make your developed and customised Software available to you for use following completion of such Services.

#### 4. **YOUR OBLIGATIONS**

##### 4.1 **Do's – The Customer shall:** :

4.1.1 Comply with all of our reasonable instructions including but not limited to all milestones and deadlines pertaining to the delivery of the Services and Onboarding that we notify you of from time to time, including but not limited to:

4.1.1.1 Facilitating account set up within 3 elapsed working days of being contacted by our onboarding team;

4.1.1.2 Providing all data as requested by the Supplier at the appropriate stages of the Onboarding project

4.1.1.3 Completing Onboarding in accordance with the Project Plan;

4.1.1.4 Taking any and all necessary steps to ensure that Onboarding is completed on or before the Estimated Go-Live Date;

4.1.1.5 Participating in user training within 60 elapsed days from Go-Live; and

4.1.1.6 Paying for the Services from the Go-Live Date in accordance with condition 7 irrespective of whether or not you begin using the Services;

4.1.2 Comply with the terms of all arrangements and agreements you have in place with any third party in relation to the Services (including but not limited to your customers);

4.1.3 Cooperate with us in all matters relating to the Services;

4.1.4 Promptly provide us with any information we request, and ensure the information you give is accurate;

4.1.5 Give us access to your premises and equipment so far as is necessary for us to provide the Services to you;

4.1.6 Get and maintain the licences, permissions and consents you need in respect of our Services before the Estimated Go-Live Date (note, we are not a waste broker);

4.1.7 **You are solely responsible for complying with** (and procuring that your customers or the third parties you engage in the provision of your business) comply with all applicable laws, statutes, regulations and codes from time to time in force, relevant to the Contract, including but not limited to the Environmental Protection Act 1990; the Landfill Directive (1999/31/EC); the Hazardous Waste (England and Wales) Regulations 2005; the Packaging Waste Regulations 1997; the Producer Responsibility Obligations (Packaging Waste) Regulations 2007, together with the Producer Responsibility Obligations (Packaging Waste) Amendment (England) Regulations 2020; the Environmental Permitting (England and Wales) Regulations 2010; the Waste (Miscellaneous Amendments) (EU Exit) Regulations 2019 together with the Waste (Miscellaneous Amendments) (EU Exit) (No. 2) Regulations 2019; the Waste (Circular Economy) Regulations 2020; the Waste Electrical and Electronic Equipment (Amendment) Regulations 2018 together with the Waste Electrical and Electronic Equipment (Amendment) (No. 2) Regulations 2018 (and amendments) 2020 (in each case, as such shall subsist from time to time). Please note that this list is not intended to be exhaustive and you shall (and shall procure that your customers shall) keep up to date and comply with all amendments, enactments, re-enactments from time to time of such legislation. Any reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision. Furthermore, unless the context otherwise requires, any reference to European Union Law (whether express or implied) that is directly applicable or directly effective in the UK at any time is a reference to it as it applies in England and Wales from time to time including as retained, amended, extended, re-enacted or otherwise given effect on or after 11pm on 31<sup>st</sup> January 2020 from time to time;

4.1.8 Where you are required by law to retain documents, notices, certificates, materials, data, records, invoices, logs, forms, registers, reports, files or such other paperwork from time to time (**Documentation**) for a certain period of time, and you are using our Services to comply with these obligations, please note the following obligations in relation to the Documentation:

- o We keep Non-Hazardous Waste Transfer Notes and Hazardous Consignment Notes for three years and Invoices for six years on our database. Where you wish to keep copies of Documentation for longer than three or six years respectively, it will be your sole responsibility to download the Documentation from our database and keep copies on your own database. Where we remove your Documentation and you have failed to download copies, we will not be responsible for this; and

- o If either of us give notice to terminate the Contract, you must, prior to termination, download a copy of all Documentation stored by you on the Software's databases. On termination, you will cease to have access to the Software, its databases and all data contained therein (including but not limited to the Documentation);

- 4.1.9 **You are responsible** for determining who your Authorised Users are during the Term. We will set up an initial Authorised User at the Go-Live Date and thereafter, **you are responsible for determining who your Authorised Users are during the Term, and enabling or disabling the access of your Authorised Users if they join or leave your business during the Term;**

- 4.1.10 **You are responsible for setting your own username and password to access the Services** but please note that if you forget your username or password outside of regular business hours, this will not be covered by our critical urgent support services. In addition, you shall (and shall procure that all Authorised Users you share the credentials with shall) keep all usernames and passwords that are used to access the Services confidential. (Please note that we do have the ability to disable any password, whether chosen by you or us, if, in our opinion, you fail to comply with these Terms);

- 4.1.11 Make all arrangements necessary to be able to access the Services, for example, the availability of hardware and software;

- 4.1.12 Ensure all Authorised Users are aware of, and comply with, these Terms. This is your sole responsibility and you will be responsible for an Authorised User's breach of these Terms, or such other person you may permit access to the Services from time to time;

- 4.1.13 Be responsible for any action or activity undertaken by any party when accessing the Services via your (or your Authorised Users') password(s);

- 4.1.14 Use the Services and Software in accordance with the training and any documents and information we may give to you;

- 4.1.15 Have and maintain network connections and telecommunications links from your systems to our data centres (**be aware that you are responsible for any problems, delays, delivery failures and all other loss or damage arising from or relating to your network connections or telecommunications or the internet**); and

- 4.1.16 Have business continuity procedures in place that you maintain to minimise disruption to your business if the Services are unavailable or the Contract is terminated.

4.2 **Do not's – please be aware that it is your sole responsibility to comply with the following:**

4.2.1 Do not share the passwords that you use to access the Services with any third party;

4.2.2 Do not prevent or delay us from performing our obligations under the Contract. **If you or any person acting on your behalf do/does something or fails to do something which does result in a delay or prevents us performing our obligations:**

- **you will have to immediately on our demand indemnify us for all and any costs, charges or losses sustained by us.** If this is the case, we will confirm these amounts to you in writing.

- we will not be liable for our breach;



4.2.3 Do not misuse the Services by knowingly introducing viruses, trojans, worms, logic bombs or other material which is (or could be) malicious or technologically harmful;

4.2.4 Do not attempt to gain unauthorised access to the Services, the server on which the Services are hosted, or any server, computer or database connected to the Services;

4.2.5 Do not attack the Services via a denial-of-service attack or a distributed denial-of-service attack. If you breach this provision, or the two above, you would be committing a criminal offence under the Computer Misuse Act 1990 and we may report you to the relevant law enforcement authorities. This would also be an irremediable material breach under the Contract and your right to use the Services will be immediately withdrawn without notice;

4.2.6 At any time from the date of the Contract to the expiry of six months after termination of the Contract, you must not (without our prior written consent) solicit, entice, employ or attempt to employ any person who is, or who has been, engaged as our employee or sub-contractor in the previous twelve months.

## 5. **CANCELLATION**

5.1 Unless you have waived your right to cancel in the Order Confirmation Paperwork, you may cancel the Services within 7 days of the Contract being entered into, this is known as the **cancellation period**.

5.2 If you wish to cancel the Services within the cancellation period, you must send to us written confirmation of your request. Provided you have not waived your cancellation period and you notify us in writing of your intention to cancel the Services within the cancellation period, we will refund your Deposit.

5.3 However, please note that, subject to condition 7, the Deposit becomes non-refundable upon expiry of your cancellation period, or immediately upon signing your Order Confirmation Paperwork if you have waived your cancellation period.

## 6. **SOFTWARE**

6.1 We give you a non-exclusive non-transferable licence to use the Software in connection with the Services. This licence will apply from the Go-Live Date until the end of the Term and is subject to the provisions of condition 6.2 below.

6.2 **Your obligations in relation to the Software are as follows**, except where permitted by the relevant licence in respect of any open-source software (as defined by the Open Source Initiative (<http://opensource.org>) or the Free Software Foundation (<http://www.fsf.org>)):

- You must only use the Software as strictly necessary to receive the Services in accordance with the Contract;

- You must not give any third party the benefit and/or burden of the whole or any part of the Software licence;
- You must not allow any third party to use the Software;
- You must not make copies of the Software (or any part of it);
- You must not remove any trade marks, copyright notices or other legal or proprietary notices from the Software;
- You must not deconstruct or reproduce work based on the whole or any part of the Software unless it is strictly necessary for the purpose of achieving interoperability of the Software with another software program used by you and, in which case, provided that the information you obtain in doing so:
  - Is not used for any purpose other than achieving interoperability of the Software with another software program used by you;
  - Is not disclosed or made available to any third party without our prior written consent; and
  - Is not used to create any software which is substantially similar to or the same as the Software;
  - You must not use the Software in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
  - You must not use the Software in any way that breaches local, national or international law or regulation;
  - You must not use the Software to receive or part with any defamatory, offensive or objectionable material; or
  - You must not use the Software to knowingly or recklessly transmit data or use material in contravention of your obligations set out these Terms.

6.3 You are solely responsible for the content uploaded using the Software and the Services. We are not liable to you or any third party in respect of such content and/or data transmitted by the Services.

6.4 You acknowledge that any open-source software (as defined by the Open Source Initiative (<http://opensource.org>) or the Free Software Foundation (<http://www.fsf.org>)) is provided "as is" by us. You agree to comply with any relevant open-source licence terms (as such may be updated from time to time).

## 7. **CHARGES AND PAYMENT**

7.1 Services we specify in the Order Confirmation Paperwork as being provided on a **'time-and-materials' basis** (for example, providing training to you, off-site set-up days etc.), will be charged as follows:

7.1.1 You will pay our standard daily fee rates. The applicable rate will be detailed in your Order Confirmation Paperwork or, if changed from the date we issue your Order Confirmation Paperwork to you, the applicable rate will be detailed in our subsequent quote to you and is calculated on the basis of an eight-hour day (worked between 8.00 am and 5.00 pm on weekdays, excluding weekends and public holidays in England and Wales).

7.1.2 We reserve the right to charge you overtime at a rate of 150% of the normal rate for any part days and time worked by us outside of the hours/days referred to above. Such additional charges will be levied on a pro-rata basis and we will notify you of the rate accordingly.

7.1.3 We will invoice you monthly in arrears for our charges and for any expenses and materials (together with VAT where appropriate) for the month concerned. For these purposes, VAT shall mean value added tax chargeable under English Law for the time being, and any similar additional tax.

7.1.4 In the event that you wish to cancel any Services which are being provided on a 'time-and-material' basis, we reserve the right to charge you such amounts as outlined below by way of compensation to us for, and in recognition by you of, the amount of planning and work we have undertaken to be in a position to provide these 'time-and-material' based Services to you. Such cancellation charges will be made as follows:

7.1.4.1 An amount equal to our estimate of the total price for all of the days booked if you cancel these within 48 hours of the relevant dates (including any and all applicable expenses we incur in connection with your days which we are unable to cancel or rearrange (for example, hotel bookings or travel tickets); or

7.1.4.2 An amount equal to our estimate of the total price for one (1) day booked if you cancel these within five (5) working days of the relevant dates (including any and all applicable expenses we incur in connection with your days which we are unable to cancel or rearrange (for example, hotel bookings or travel tickets); or

7.1.4.3 You will not be charged any cancellation fees if you cancel days booked six (6) working days or more in advance of the relevant dates but you will be responsible for any and all applicable expenses we incur in connection with your days which we are unable to cancel or rearrange (for example, hotel bookings or travel tickets).

7.2 Services we specify in the Order Confirmation Paperwork as being provided on a **'fixed price' basis** will be charged as follows:-

7.2.1 The total price for the 'fixed price' Services will be set out in your Order Confirmation Paperwork.

7.2.2 You are required to pay the Deposit together with the set up and configuration charges in full at the time of signing your Order Confirmation Paperwork.

7.2.3 Payment for the Standard Package shall commence on the Go Live or Estimated Go Live Dates according to condition 2.8.

7.2.4 Payment for any additional software services including mobile applications and add-on modules shall commence on the Go Live date for that additional software service or 3 months after Estimated Go Live Date for the Standard Package, whichever is the sooner.

7.2.5 Your fixed price costs for the Services will be payable in advance of the start of each billing cycle and in accordance with the agreed payment plan as set out in your Order Confirmation Paperwork. Where no payment plan is set out in your Order Confirmation Paperwork, your fixed price costs will be payable in advance on the final business day of each billing period (being the last working day that is not a Saturday, Sunday or public holiday in England and Wales).

7.2.6 If your Subscription is monthly and starts on any day other than the 1<sup>st</sup> day of a calendar month, we will credit a pro-rata amount of the Deposit relating to the fixed price costs due for the days in the month prior to your Subscription start date so that the amount we credit will cover you for your first month (being the remainder of the month in which your Subscription starts). Thereafter, your fixed price costs will be payable in accordance with your agreed payment plan and to the extent we hold any Deposit on account for you, we will credit an amount of the Deposit equal to the charges due for the Standard Package each month until the whole of your Deposit has been used up. Once the whole of your Deposit has been credited against the charges due for the Standard Package, we will charge you for the Standard Package charges in accordance with condition 7.2.3.

7.2.7 The charges due for the Additional Services (including VAT, where appropriate) will be detailed in your Order Confirmation Paperwork and payment of such charges will be due in accordance with condition 7.2.3.

7.3 Regardless of the charges being on a time-and-material basis or a fixed price basis, **the following will apply to all charges and payments due under the Contract:**

7.3.1 Save for the Deposit which is dealt with in accordance with the above, you cannot set-off, counterclaim, deduct or withhold any amounts due to us (except as required by law).

7.3.2 If you would like to raise a dispute regarding any charges, you must write to us within five days of the date of the invoice containing the disputed charges. The charges shall be deemed accepted if we do not receive a notice within this time. Even if you dispute any charges, you will still be required to make payment of these and, if we agree the charges have been incorrectly raised, we may refund such charges to you.

7.3.3 We may charge you for any additional costs and expenses we incur in our provision of the Services to you, for example, hotel, subsistence and travelling expenses. We will invoice you for these costs and expenses and you must pay such invoice within 10 days of the invoice.

7.3.4 We can change the charges for the Services by giving you at least 14 days' notice in writing of any changes. If we do this, the Order Confirmation Paperwork will no longer detail

the applicable rate for the Services. Rather, our notice in writing of the changes will set out the revised applicable rate.

7.3.5 You may purchase additional Services to those detailed in your Order Confirmation Paperwork by notifying us in writing of the additional Services you wish to purchase. If we are willing to provide such additional Services, you will then receive additional Order Confirmation Paperwork for such additional Services (and this will be our offer to provide such additional Services to you). Our offer will be accepted by you when you sign and return the additional Order Confirmation Paperwork to us or, if earlier, the date you pay the additional charges for the Additional Services on a pro-rated basis for the remainder of your current billing cycle. From such date, the additional Order Confirmation Paperwork shall be deemed incorporated to the Contract and the charges for such Additional Services will be added to the charges for your existing Services and payable at the same time as the charges for your existing Services.

7.3.6 No sums paid under the Contract are refundable. We will not refund any partially used or unused Services.

7.3.7 If you fail to pay us by the due date then we may in our sole discretion:-

7.3.7.1 Offer you a 7 day grace period if we see fit;

7.3.7.2 Charge interest on overdue sums at the annual rate of 4% above the base lending rate from time to time of Barclays Bank plc, accruing on a daily basis and compounded quarterly until payment is made;

7.3.7.3 Suspend all Services until you have made payment in full. Your obligations to pay for the Services will continue during any period of suspension; and/or

7.3.7.4 Take any other step or action available to us under the Contract or by law.

7.3.8 Time for payment shall be of the essence of the Contract. This means that any delay to payment howsoever caused would permit us to terminate this Contract and claim damages from you.

7.3.9 If the Contract is terminated, you must immediately pay us all sums due.

7.3.10 We can set off any liability of you to us against any liability of ours to you. This is without prejudice to any other rights we have.

## **8. INTELLECTUAL PROPERTY RIGHTS**

8.1 We (or our licensors) will continue to own all Intellectual Property Rights and any other rights in the Software and Services.

8.2 We grant to you for the Term a non-exclusive, non-transferable, revocable limited licence to use such of our Intellectual Property Rights as is strictly necessary to enable you to make reasonable use of the Services in accordance with the Contract. This licence will automatically terminate upon termination of the Contract.

8.3 Save for condition 8.2, you do not have any other rights to, or in, our Intellectual Property Rights or any other rights or licences in respect of the Services or the Software.

8.4 You grant to us a non-exclusive, royalty-free, worldwide, perpetual licence to use, copy, amend and modify your data (being the data inputted by you, your Authorised Users or us on your behalf) to the extent reasonably necessary for us to provide the Services.

## 9. **CONFIDENTIALITY**

9.1 Anything we supply to you (such as materials, equipment, tools, drawings, specifications and data) will remain our exclusive property. If we do supply any of these to you, you must keep them safe and ensure you have valid insurance to cover them. You must not use our supplies for any purpose other than what we say they can be used for and you must not dispose of them unless we ask you to.

9.2 Confidential information is information that is proprietary or confidential in nature and concerns the business affairs, customers, clients or suppliers of the other. Confidential information will not be information that:

9.2.1 Is or becomes publicly known (except for if leaked by either of us);

9.2.2 Was already in our possession before we were told by the other party;

9.2.3 Is lawfully disclosed to the other by a third party;

9.2.4 Is independently developed by you or us and evidenced in writing;

9.2.5 Is required to be disclosed by law or court order.

9.3 Each of us shall keep the other's confidential information secret and not make it available to any third party or use it for any purpose other than implementing the Contract, unless required by law.

9.4 Subject to condition 10 (limitation of liability), neither party will be responsible for any loss, destruction, alteration or disclosure of confidential information caused by any third party.

9.5 Please be aware that the details of the Services, the results of any performance tests of the Services and any feedback you give to us in respect of the Services is our confidential information.

9.6 You agree that we are entitled to identify you in our client lists and may use your name and logo for such purpose in our marketing materials and press releases. If you do not want us to include you in such marketing use, please inform us in writing.

9.7 This condition shall survive termination of the Contract, meaning that you are bound by the obligations of confidentiality even after we cease to provide Services to you.

## 10. **LIMITATION OF LIABILITY**

10.1 This condition sets out our entire liability to you in connection with the Contract and our provision of the Services to you. You should ensure that you have read and understood this condition and, if necessary, taken out any relevant insurance in respect of any losses which you would not be able to recover from us before the start of the Contract.10.1

10.2 This condition 10 sets out our maximum liability to you in respect of any breach of the Contract, any use of the Services and any representation, misrepresentation, statement or tortious act or omission (including, without limitation, negligence) arising under or in connection with the Contract.

10.3 All warranties, conditions and other terms implied by statute or common law are excluded from the Contract to the fullest extent permitted by law.

10.4 We do not exclude our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation or any other liability which cannot be limited or excluded by law.

10.5 Subject to condition 10.4, we will not be liable in any circumstances for loss of profits, loss of business, depletion of goodwill or similar losses, loss of anticipated savings, loss of goods, loss of contracts, loss of use, loss of corruption of data or information, any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses, loss arising from any suspension of the Services by us in accordance with these Terms, or loss or damage caused by any failure in or interruption to your network connections and telecommunications links or otherwise by the internet.

10.6 Subject to conditions 10.4 and 10.5, our total liability to you is limited to the total annual price you pay for the Services.

10.7 You shall indemnify and hold us harmless against all claims, actions, proceedings, losses, damages, expenses and costs (including but not limited to court costs and reasonable legal fees), howsoever caused, arising out of or in connection with your access to or use of the Services and/or any breach by you of these Terms.

## 11. **DATA PROTECTION**

11.1 Both you and us will comply with all applicable Data Protection Laws. When we use the terms **personal data**, **data subject**, **process**, **processor** and **controller** in this condition, those terms shall have the meanings given to them in the Data Protection Laws.

11.2 Where we process personal data on your behalf under the Contract (except for personal data of your personnel which we process as part of our internal administration) you are the controller and we are the processor of that data for the purposes of the Data Protection Laws. Please refer to Schedule 1 appended to these Terms which sets out the scope, nature, purpose, duration, types and categories of our processing.

11.3 You must ensure you have all necessary consents and notices in place to enable the personal data to be lawfully transferred to us for the duration and purposes of the Contract.

11.4 In relation to any personal data we process in connection with performing our obligations under the Contract, we shall:

11.4.1 Only process the personal data for the purpose of providing the Services. Unless we are required to do so by domestic law, any processing beyond this scope will not be undertaken without your documented written instructions;

11.4.2 Not transfer any personal data outside of the United Kingdom unless:

11.4.2.1 There are appropriate safeguards in place in relation to the transfer (provided by you or us);

11.4.2.2 The data subject has enforceable rights and effective legal remedies;

11.4.2.3 We provide an adequate level of protection to any personal data that is transferred; and

11.4.2.4 We comply with your reasonable instructions with respect to the processing of the personal data;

11.5 At your cost, we will assist you in responding to any request from a data subject and ensuring compliance with your obligations under the Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with authorities or regulators;

11.6 Notify you as soon as we become aware of a personal data breach (as defined in the Data Protection Laws);

11.7 Delete or return personal data (including copies) to you upon termination of the Contract where requested unless we are obligated to store the personal data by law;

11.8 Maintain materially complete and accurate records to demonstrate our compliance with this condition. If we believe an instruction you give us is in contravention of the Data Protection Laws, we will inform you;

11.9 Both you and us will ensure that we have appropriate technical and organisational measures in place to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data. You acknowledge that you have reviewed and approved the information security measures we have in place (a copy of our current measures is available at Schedule 2 of these Terms); and

11.10 You consent to us appointing third-party processors of personal data under the Contract. We will enter into a written agreement with any third-party processors, incorporating terms which are substantially similar to the terms set out in this condition. We will remain liable for the acts and omissions of any third-party processor we appoint pursuant to this condition.



## 12. **TERMINATION**

12.1. Either of us may terminate the Contract without liability to the other if:

12.1.1. the other fails to pay any amount due under the Contract on the date it is due, and such amount remains unpaid for seven days after being notified in writing to make such payment;

12.1.2. the other commits a material breach of the Contract and that breach is irremediable or is remediable but has not been remedied within 14 days of being notified in writing to do so;

12.1.3. the other repeatedly breaches the Contract as to reasonably justify the opinion that its conduct is inconsistent with its intention or ability to comply with the Contract.

12.1.4. an order is made or a resolution passed for the winding-up of the other or an order is made for the appointment of an administrator, a receiver and/or manager or administrative receiver is appointed in respect of the other party or circumstances arise which entitle the Court or a creditor to appoint a receiver and/or manager or administrative receiver or which entitle the Court to make a winding-up order or the other takes or suffers any similar or analogous action in consequence of debt.

12.2. We can terminate the Contract at any time by giving you at least 28 days' written notice.

12.3. You can terminate the Contract by giving us at least 28 days' written notice to terminate on the expiry of the then current billing cycle.

12.4. On termination of the Contract for any reason:

12.4.1. all licences granted under the Contract shall immediately terminate;

12.4.2. we may destroy or otherwise dispose of any of your data in our possession; and

12.4.3. any rights, remedies, obligations or liabilities of either of us that have accrued up to the date of termination will not be affected or prejudiced.

12.5. Any provision of the Contract that is intended to come into or continue in force (whether express or implied) on or after termination or expiry of the Contract will remain in full force and effect.

## 13. **IMPORTANT BOILERPLATE CONDITIONS**

13.1. **Force Majeure:** We will not be liable to you in any circumstances if our ability to comply with the Contract is affected by acts, events, omissions or accidents beyond our reasonable control. These may include but are not limited to strikes, lock-outs or other industrial disputes (whether involving our workforce or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident,

breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

13.2. **Waiver:** If either of us fail to or delay in exercising any of our rights or remedies under the Contract or by law, this will not constitute a waiver of it, nor shall it prevent or restrict the further exercise of it.

13.3. **Rights and Remedies:** The rights and remedies under the Contract are in addition to any rights or remedies provided by law.

13.4. **Variation:** We may make changes to these Terms where such a change is required due to any change in applicable law or regulation, our Services change or the cost of supplying the Services increases. No addition to, variation of, exclusion or attempted exclusion of any term of the Contract shall be binding on us unless in writing and signed by one of our duly authorised representatives.

13.5. **Severance:** If any part of the Contract is or becomes invalid, illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. We will negotiate in good faith with you to amend the provision so that it reflects the intended commercial result of the original provision to the greatest extent possible. If that is not possible, the relevant part shall be deemed deleted. A modification or deletion of any part will not affect the rest of the Contract.

13.6. **Entire Agreement:** The Contract constitutes the entire agreement between you and us. It replaces and revokes anything previously understood or given to the other party (either written or oral). You acknowledge that when you sign the Order Confirmation Paperwork, you will not be able to rely on anything not set out in the Contract.

13.7. **Assignment:** You must not assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under the Contract without our prior written consent. We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of our rights or obligations under the Contract.

13.8. **No Partnership or Agency:** The Contract does not create a partnership between you and us, nor does it authorise either of us to act as agent for the other.

13.9. **Third Party Rights:** Only you and us, our successors and permitted assignees shall have the right to enforce any of the Terms.

13.10. **Notices:** Notices must be in writing and delivered by hand or by prepaid first class post (airmail if to an address outside of the posting country) to the address set out in the Order Confirmation Paperwork. Notices given according to the above procedure will be deemed to have been given at the time of delivery (if delivered by hand or email) and received (if sent by post) or 48 hours from the date of posting (whichever is earlier). Please note that if the notice relates to the service of any proceedings or other documents in legal action, you must not send these by email.

13.11. **Governing Law and Jurisdiction:** The Contract and any dispute or claims arising out of or in connection with it or its subject matter or formation (including without limitation non-contractual disputes or claims) are governed and construed in accordance with the law

of England and Wales. Each of us irrevocably agrees that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

## **SCHEDULE 1**

### **Processing, Personal Data and Data Subjects**

1. **Scope and Purpose:** such processing as is reasonably necessary for us to provide the Services in accordance with the Contract.
2. **Nature:** to provide the Services to the Customer pursuant to the Contract.
3. **Duration:** for the Term and any period thereafter where we are required by Applicable Laws to continue processing the relevant personal data.
4. **Types of personal data:** Names and contact details of the Customer's employees, agents and contractors and names and contact details of the Customer's customers', suppliers' and other business contacts' employees, agents and contractors.

## SCHEDULE 2

### Information Security Measures

1. We ensure that we have appropriate cyber security governance processes in place by complying with the following requirements as a minimum:
  - We have a person identified within our business who is responsible for information security. This person has clear lines of responsibility and accountability.
  - Appropriate management policies and processes in place which apply to all departments across our business and align their approach to cyber security.
  - Methods to identify and manage the significant risks to sensitive information and key operational services.
  - An understanding and awareness of security issues that arise (or may arise) as a result of involving external suppliers and third parties in our business together with methods implemented to manage these security issues. We undertake a reasonable =due diligence process of all external parties engaged to understand which methods we need to implement.
  - An up-to-date information security policy and user awareness programme which is based on industry best practice or recognised security standards.
  - Appropriate training and guidance on cyber security and risk management for senior individuals whilst promoting a culture of awareness and education about cyber security.
  - A defined, tested and clearly mapped out incident response and management plan which includes a process to inform the relevant customer and their associated company or companies upon the occurrence of an information security breach in a timely manner.
2. We will identify and catalogue the key operational services we provide, including the technologies and services that these key operational services need to remain available and secure throughout the Term. We will also identify and catalogue the impact caused as a result of the key operational services becoming unavailable or compromised.
3. Our employees shall be given the minimum access to confidential/sensitive information or key operational services necessary for their role and access shall be removed when such individuals leave their role or their employment with us.
4. We will only provide access to confidential/sensitive information and key operational services to authorised, known and individually referenced users or systems.
5. We will generate, record and keep all relevant security-critical logs, and these are available to you upon reasonable request.

6. Our systems which handle confidential/sensitive information or key operational services shall be protected from exploitation of known vulnerabilities by having;
  - a. Correctly configured certificates within the internal and external TLS connections;
  - b. Successful authentication before all externally exposed API queries (which return protected information) are called;
  - c. Protection for data in transit between micro-services;
  - d. All hardware and software assets and their configuration recorded and tracked;
  - e. An operating system and application patch management process;
  - f. Network/Firewall segregation between internal and public systems;
  - g. Departmental IP ranges recorded and understood;
  - h. Active and up-to-date protection against malicious applications (e.g. computer viruses); and
  - i. Robust system/application monitoring regime to detect unauthorised change, unauthorised access attempts, malicious activity and security breaches.
  
7. We shall continually review our compliance with this Schedule 2, as amended from time to time, and shall notify you of any requirements we cannot reasonably comply with.

## **DISASTER RECOVERY**

We have set out below our policies and procedures for technology disaster recovery, as well as our process-level plans for recovering critical technology platforms and software infrastructure.

In the event of an actual emergency situation, modifications to the below may be necessary to ensure physical safety of our people, our systems and our data.

- All our data is stored within reputable European data centres.
- We have a set of live servers within our reputable data centres. This is all replicated in real time to another set of servers in a different region.
- Full daily backups are also taken and stored separately.
- AMI images taken of all servers every night - snapshots of volume with backups.
- We check and test our processes to switch to our backup servers every 2 months.
- The server passwords are changed every month.
- Access to the servers is restricted to the relevant individuals that require this to perform their duties.
- The front-end site administration passwords are changed every month.
- All access via the administration login on the front-end is only to provide support or gain information for the technical team to resolve an issue.
- In advance of any of our employees leaving the business, we ensure that all passwords to access our databases and any locked system related to the Services are changed.

Please sign, initial and date below to confirm that you have read in full and agree to the terms and conditions presented.