



TRANSACTION

TRANSFORM

RUN

RECYCLE

General Terms and Conditions of Purchase of Cloud Services

Short Form

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Document Date: 12 November 2021

IMS Number: CM30

Version: 7.0

Classification: COMMERCIAL IN-CONFIDENCE



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1. BASIS OF CONTRACT

- 1.1. These terms and Conditions below ("**Conditions**") apply to the agreement ("**Contract**") between Bell-TS Netherlands B.V. or its Group Company ("**Customer**") and the Supplier for the sale and purchase of internet cloud computing services on a pay to use subscription basis only, including but not limited to, software as a service, platform as a service, infrastructure as a service, and, desktop as a service (or any part of them) ("**Services**") set out in the Customer's order ("**Order**"). Once the Order is issued by the Customer the Contract is formed between the Customer and the Supplier. These Conditions shall apply to the exclusion of any other terms that the Supplier seeks to impose or incorporate within its quotation, or which are implied by trade, custom, practice or course of dealing.
- 1.2. "**Group Company**" means any undertaking which from time to time is a parent undertaking of Bell-TS Netherlands B.V. or a subsidiary of Bell-TS Netherlands B.V. or of any such parent undertaking (the terms parent undertaking and subsidiary being interpreted in accordance with Article 2:24a sub 1 of the Dutch Civil Code (Burgerlijk Wetboek)
- "**Licence Term**" means the period for which Client shall have access to the Software as set out in the Accepted Purchase Order.
- "**Quotation**" means the quotation issued by the Supplier in response to a request for quotation relating to the purchase and supply of the Services;
- "**Subscriber**" means Customer end user,
- "**Subscription Agreement**" means the terms and conditions for the right to use the Service granted by the Supplier and provided to the Subscriber prior to placing an Order on the Supplier.
- "**Subscriber Data**" means the data inputted by the Authorised Users, or the on the Subscriber's behalf for the purpose of using the Online Service or facilitating the Subscriber's use of the Online Service;
- "**User Information**" means the operating manuals, user instruction manuals, technical literature, user specifications and other documentation relating to the Service made available to the [Customer/Subscriber] by the Supplier online.
- "**User Subscriptions**" means the user subscriptions purchased by the Subscriber pursuant to Paragraph 4.1 which entitle Authorised Users to access and use the Services and the User Information in accordance with this [Contract/Subscription Agreement].
- 1.4 **Subscription Agreement:** If the Supplier makes use of a Subscription Agreement, then the Supplier will provide the Customer with a copy of the Subscription Agreement before entering into a binding agreement with the Customer.
- 1.5 **Right to Access and Use the Cloud Service:** If the Supplier has not entered into a Subscription Agreement in accordance with Paragraph 1.4 then, in consideration of the payment of the fees set out in the Quotation the Supplier shall procure the right for the Subscriber to use the Service for the Licence Term on terms that are consistent with and not detrimental to the terms and conditions set out in this Contract.

2. WARRANTIES

- 2.1. The Supplier warrants, represents and undertakes to the Customer that:
- 2.1.1. the supply of the Services and their use for their intended purpose shall not infringe the intellectual property rights of any third party;
- 2.1.2. it will comply with all relevant anti-bribery legislation ("Anti-Corruption Laws") and anti-slavery legislation ("Anti-slavery Laws");
- 2.1.3. it shall pass on to the Customer the benefit of any warranties and guarantees given with the Services by any subcontractor; and
- 2.1.4. it gives the warranties more specifically set out in the Quotation;
- 2.1.5. the Services will:
- 2.1.5.1. comply with all laws and regulations relating to the Services at the time of delivery and obligations of that Services shall be performed with all due skill, care and diligence and so as to meet the requirements in the Order;
- 2.1.5.2. be of satisfactory quality within the meaning of the Supply of Goods and Services Act 1982 (as amended);
- 2.1.5.3. if the purpose for which they are required is indicated in the Order, either expressly or by implication, be fit for that purpose and shall be performed with all due skill, care and diligence and so as to meet any requirements of the Customer;
- 2.1.5.4. comply with all laws, legislation and government regulations applicable to a party's rights and obligations set out in this Contract from time to time ("Applicable Laws") relating to such Services
- 2.2. The Service will be provided substantially in accordance with the User Information and with reasonable skill and care.
- 2.3. The undertaking at Paragraph 2.2 shall not apply to the extent of any non-conformance which is caused by use of the Service contrary to the User Information or Supplier's instructions, or modification or alteration of the Service by any party other than the Supplier or the Supplier's duly authorised contractors or agents. If the Service does not conform with this undertaking, Supplier will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance.
- 2.4. No representation, undertaking or warranty is given that:
- 2.4.1. the Subscriber's use of the Service will be uninterrupted or error-free;
- 2.4.2. the Service, User Information and/or the information obtained by the Subscriber through the Service will meet the Subscriber's requirements; or,
- 2.4.3. the Software or the Service will be free from Viruses.
- 2.5. Neither the Customer nor the Supplier is responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and

facilities, including the internet, and the Subscriber acknowledges that the Service and User Information may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

- 2.6. The Supplier warrants that all licences, consents, and permissions necessary for the supply of the Services in accordance with the [Contract/Subscription Agreement] shall be obtained and maintained throughout the Subscription Term.
- 2.7. If the Services do not comply with the warranties in Condition 2.1, then without prejudice to any other rights and remedies of the Customer arising under the Contract, the Supplier shall, either (i) promptly remedy the breach at the Supplier's own cost; (ii) replace or re-perform the Services to comply with the Contract; or (iii) provide a refund to the Customer for the price of the non-compliant Services.

3. BREACH OF WARRANTY

If there is a breach of any of the warranties in Condition 3, then without limiting any of its other rights or remedies, and whether or not it has accepted the performance, the Customer may exercise any one or more of the following remedies at the Supplier's cost and expense: (i) have the Supplier promptly re-perform the Services and provide Services that complies with the Contract; or, (ii) the Supplier shall refund the price paid.

4. USER SUBSCRIPTIONS

- 4.1. Subject to the terms and conditions of this [Contract/Subscription Agreement], the Supplier shall grant the Subscriber a non-exclusive, non-transferable right, without the right to grant sublicences, to permit the Authorised Users to use the Service and the User Information during the Subscription Term solely for the Subscriber's internal business operations.
- 4.2. In relation to the Authorised Users, the Customer shall use reasonable endeavours to procure that Subscriber undertakes that:
- 4.2.1. the maximum number of Authorised Users that it authorises to access and use the Service and the User Information shall not exceed the number of User Subscriptions it has purchased from time to time;
- 4.2.2. it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Service and/or User Information;
- 4.2.3. each Authorised User shall keep a secure password for his use of the Service and User Information, that such password shall be regularly and frequently changed consistent with the Supplier published security policy and that each Authorised User shall keep his password confidential;
- 4.2.4. it shall maintain a written, up to date list of current Authorised Users and provide such list to the Supplier within 5 Business Days of the Supplier written request at any reasonable time or times;
- 4.2.5. it shall permit the Supplier or the Supplier's designated auditor to audit the Service in order to establish compliance with this [Contract/Subscription Agreement]. At the Supplier expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Subscriber's normal conduct of business;
- 4.2.6. each audit referred to at Paragraph 2.2.5 may be conducted no more than once every 12 month period unless the Supplier has reasonable grounds to suspect none compliance in which case this limit shall not apply;
- 4.2.7. if any of the audits referred to in Paragraph 2.2.5 reveal that any password has been

provided to any individual who is not an Authorised User, then without prejudice to the Supplier's other rights, the Subscriber shall promptly disable such passwords and the Supplier shall not issue any new passwords to any such individual; and,

- 4.2.8. if any of the audits referred to in Paragraph 2.2.5 reveal that the [Customer/Subscriber] has underpaid Subscription Fees to the Supplier, then without prejudice to the Supplier's other rights, the Customer shall pay to the Supplier an amount equal to such underpayment.
- 4.3. The Customer shall use reasonable endeavours to procure that the Subscriber shall not access, store, distribute or transmit any material during the course of its use of the Service that:
- 4.3.1. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- 4.3.2. facilitates illegal activity;
- 4.3.3. depicts sexually explicit images;
- 4.3.4. promotes unlawful violence;
- 4.3.5. is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or,
- 4.3.6. is otherwise illegal or causes damage or injury to any person or property; and,
- 4.3.7. the Supplier reserves the right, without liability or prejudice to its other rights to the Subscriber, to disable the Subscriber's access to any material that breaches the provisions of this Paragraph.
- 4.4. The Customer shall use reasonable endeavours to procure that the Subscriber shall not except as may be allowed by any Applicable Law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Contract:
- 4.4.1. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or User Information (as applicable) in any form or media or by any means; or
- 4.4.2. attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
- 4.4.3. access all or any part of the Service and User Information in order to build a product or service which competes with the Service; or
- 4.4.4. use the Service and/or User Information to provide services to third parties; or
- 4.4.5. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Service and/or User Information available to any third party except the Authorised Users, or
- 4.4.6. attempt to obtain, or assist third parties in obtaining, access to the Service and/or User Information, other than as provided under this Paragraph 2; or
- 4.4.7. introduce or permit the introduction of, any Virus into the Supplier's network and information systems.
- 4.5. The Subscriber shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Service and/or the User Information and, in the event of any such unauthorised access or use, promptly notify the Supplier.
- 4.6. The rights under this Paragraph 2 are granted to the [Customer/Subscriber] only and shall not be considered granted to any subsidiary or holding company of the Subscriber but this shall not prohibit the scope of the term Authorised User such that an individual may qualify as an

Authorised User even if an employee, agent or contractor of a subsidiary or holding company of the Subscriber.

5. ADDITIONAL USER SUBSCRIPTIONS

- 5.1. If at any time the Subscriber requires additional User Subscriptions for the Service, the Customer shall notify the Supplier accordingly and the Supplier shall provide a Quotation setting out the additional fee payable for the requested User Subscriptions.
- 5.2. Subject to payment of the additional fees, the additional Authorised Users shall be granted access to the Service and the User Information by Supplier in accordance with the provisions of this agreement.

6. PERFORMANCE OF THE CONTRACT

- 6.1. If the Services have not been performed in accordance with the Order, then, without limiting any other right or remedy the Customer may have, the Customer may: (a) refuse to take any subsequent attempted re-performance of the Services; or, (b) terminate the Contract with immediate effect without any liability to the Customer.
- 6.2. The Supplier shall comply with the Customer policies (including but not limited to the Customer charter) as made known to the Supplier by the Customer from time to time, to the extent not inconsistent with the Contract.
- 6.3. The Supplier shall co-operate with any regulatory authority as required from time to time.
- 6.4. The Supplier shall procure that the Services are carried out in accordance with any performance dates in the Contract or if none then within a reasonable time or as mutually agreed by the Parties in writing from time to time.
- 6.5. The Supplier shall perform the Services and its obligations and use Supplier personnel who have the requisite level of skill, expertise and experience in order to deliver the Services in accordance with a given Order.
- 6.6. The Customer may terminate all or part of the Contract at any time by giving written notice via email to the Supplier. If the Supplier has not commenced work on the Services, then such termination shall be without liability on the part of the Customer. If the Supplier has incurred reasonable costs which cannot be otherwise avoided, the Customer will be given the option to pay such reasonable costs or continue with the Contract.

7. SAAS

- 7.1. The Supplier shall use all reasonable efforts to [ensure/procure] the Service shall be made available 24 hours a day, seven days a week, except for:
 - 7.1.1. planned maintenance performed as and when notified to the [Customer/Subscriber]; and
 - 7.1.2. urgent unscheduled maintenance.
- 7.2. So far as is commercially reasonable maintenance shall be performed at times likely to cause the least disruption to the Authorised Users unless an emergency.
- 7.3. As part of the Service the Subscriber will be provided with the Supplier standard Subscriber support services in accordance with the Supplier Service Support Policy in effect at the time that the Service are provided. Subject to prior notice to [Customer/Subscriber] the Supplier may amend the Service Support Policy at its sole and absolute discretion from time to time. The [Customer/Subscriber] may purchase enhanced support services separately at the then current rates in order for Customer to provide a Quotation upon request from the Subscriber.
- 7.4. If, at any time whilst using the Service, the Subscriber exceeds the usage set out in the Supplier acceptable use policy (if applicable), the [Customer/Subscriber] may be liable to pay excess use charges which shall be paid separately by the Customer in accordance with the then current Supplier rates.

8. PRICE AND PAYMENT

- 8.1. The Customer shall only be liable to pay any amounts in addition to the price if expressly stated in the Order or agreed to in writing between the Parties.
- 8.2. The Supplier may invoice the Customer for the Services in accordance with the payment dates referred to in the Order if the Services have been performed in accordance with the Contract and the Customer has notified the Supplier promptly by issuing a goods receipt note.
- 8.3. Any extra cost may only be payable by the Customer if the Customer has requested such extra Services to be provided at an extra cost in writing. If, in the Supplier's opinion, the Contract extra costs will affect the agreed delivery period for the Services, the Supplier will indicate this to the Customer in writing. The Parties must then consult with each other as soon as possible about, if appropriate, shifting the delivery period and the consequences which this shift will have for the penalty if timely delivery does not occur.
- 8.4. The Supplier shall not be entitled to invoice the Customer later than ninety (90) days following receipt of a goods receipt note from the Customer and the Customer shall not be obliged to pay the Supplier for such Services after such ninety (90) days has elapsed. For the avoidance of doubt, this Condition shall not apply where any delay has been caused by the Customer's failure to provide the goods receipt note.
- 8.5. In the event that withholding tax or deduction is required to be paid by Customer under Applicable Laws, Customer shall pay the charges net of the withholding or deduction to the Supplier.
- 8.6. If the Customer has not made payment when due (unless any unpaid amount is the subject of a bona fide dispute and the amount not in dispute is paid) then without prejudice to any other rights and remedies of the Supplier, the Supplier may, without liability to the Customer, disable the Subscriber's password, account and access to all or part of the Service and the Supplier shall be under no obligation to provide any or all of the Service while the invoice(s) concerned remain unpaid. The Customer may cancel an Order at any time but shall be liable for reasonable costs and expenses incurred by the Supplier as a result of such cancellation provided that the Supplier uses all reasonable endeavours to avoid or minimise such costs and expenses.

9. SUPPLIER'S RESPONSIBILITIES

- 9.1. The Supplier acknowledges that it shall, at its own cost and expense:
 - 9.1.1. respond to any reasonable requests from the Subscriber in order to provide the Service;
 - 9.1.2. carry out all its responsibilities set out in this Contract/Subscription Agreement in a timely and efficient manner;
 - 9.1.3. ensure that the Authorised Users have access to the Service and the User Information in accordance with the terms and conditions of this Contract;
 - 9.1.4. provide all licences, consents, and permissions necessary for the Authorised Users to access and use the Service and required by the Supplier to supply the Service in the jurisdictions in which it markets and promotes the Service;
 - 9.1.5. ensure that it provides the relevant specifications in order for Subscriber's network and systems to comply with those relevant specifications; and
 - 9.1.6. to the extent permitted by law and except as otherwise expressly provided in this Contract, procure, maintain and secure its data centres links to Subscriber's network connections and telecommunications links and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to

the Supplier's data centre connections or telecommunications links or caused by the internet.

10. CONFIDENTIALITY

10.1. The Supplier shall:

10.1 protect all information, disclosed by the disclosing party, or its employees, officers, advisers, agents or representatives ("**Representatives**"), pursuant to the Contract, including but not limited to, financial, end customer information, business or technical or other data and all other confidential information (whether written, oral, visual or in electronic form or in magnetic or other media) ("**Confidential Information**") and, in doing so, must use no less than the equivalent degree of care that such party applies to its own Confidential Information which shall in no case be less than a reasonable standard of care;

10.1.1 have internal systems to ensure that Confidential Information is stored and handled in such a way as to prevent unauthorised disclosure; and

10.1.2 procure that its personnel and any third parties do not, disseminate, copy, employ, exploit, adapt, modify or in any other manner whatsoever utilise the Confidential Information other than strictly for the provision of the Services and for the avoidance of doubt, will be liable for all acts and/or omissions of its personnel and any third parties.

10.2 The obligations contained in Conditions 10.1.1 to 10.1.3 shall not apply to any Confidential Information which:

- (a) is lawfully in the possession of the Supplier prior to receipt from the disclosing party, as reasonably evidenced in writing;
- (b) is or becomes publicly known, other than as a consequence of a breach of the Contract;
- (c) can be reasonably evidenced by written records that it has been developed independently by the Supplier without access to, use of, or incorporation of the Confidential Information;
- (d) is required to be disclosed by a court of competent jurisdiction or operation of law, provided the Supplier, where reasonably practicable, provides notice to the Customer of such disclosure; or
- (e) is received from a third party without breach of any other relevant confidentiality obligations.

9.3 For the avoidance of doubt and pursuant to Condition 10.2 (b), information will not be considered to be in the public domain, by it being known to a few of those people to whom it might be of commercial interest.

9.4 The Supplier shall not disclose to any third party the terms upon which it has performed its Services to the Customer or authorised users, without the Customer's prior written consent unless required to do so by law.

11. DATA PROTECTION

11.1. For the purpose of this Condition 7, "Controller", "Personal Data" and "Process" shall have the meanings given to them in

The Data Protection Act 2018 unless and until: (a) the General Data Protection Regulation (Regulation (EU) 2016/679) ("**GDPR**") is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK; and then (b) any successor legislation to the GDPR or the Data Protection Act 2018 ("**Data Protection Legislation**");

11.2. The Parties each acknowledge and agree that they may need to Process Personal Data (in their respective capacities as Controllers) in order to (as appropriate): (a) administer and provide the Services; (b) request and receive the Services; (c) compile, dispatch and manage the payment of invoices relating to the Services; (d) manage the Contract and resolve any disputes relating to it; (e) respond and/or raise general queries relating to the Services; and (f) comply with their respective regulatory obligations.

11.3. Each party shall Process Personal Data for the purposes set out in Condition 11.2 in accordance with their respective privacy

policies. The Parties acknowledge that they may be required to share Personal Data with their affiliates, group companies and other relevant parties, within or outside of the country of origin, in order to carry out the activities listed in Condition 11.2, and in doing so each party will ensure that the sharing and use of this Personal Data complies with DPA.

12. CUSTOMER MATERIALS

12.1. The Supplier shall not and shall procure that any subcontractor does not store, copy, disclose, or use material which is made available or supplied by the Customer to the Supplier ("**Customer Materials**") except as necessary for the performance by the Supplier of its obligations under the Contract or as otherwise expressly authorised in writing by the Customer.

12.2. The Supplier shall take all precautions necessary to preserve the integrity of Customer Materials and to prevent any corruption, destruction or loss of data relating to the Customer or their end customer which is processed, stored, generated, or capable of access by, or which otherwise comes into the possession of the Supplier or any subcontractor.

13. CLIENT DATA

13.1. The Subscriber shall own all right, title and interest in and to all of the Subscriber Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Subscriber Data.

13.2. The Supplier shall follow its archiving procedures for Subscriber Data as set out in its back up policy as may be amended by the Supplier at its sole discretion from time to time. In the event of any loss or damage to Subscriber Data, the Subscriber's sole and exclusive remedy shall be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Subscriber Data from the latest back-up of such Subscriber Data maintained by the [Supplier/Third Party] Vendor in accordance with the its back up policy. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Subscriber Data caused by any third party (except those third parties sub-contracted by the Supplier to perform services related to Subscriber Data maintenance and back-up for which it shall remain fully liable under Paragraph 10.2).

13.3. The Supplier shall, in providing the Service, comply with its Privacy and Security Policy as such document may be amended from time to time by the [Supplier in its sole discretion.

13.4. Third Party Providers

11.5.1 The Subscriber acknowledges that the Service may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. The Supplier make no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Subscriber, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Subscriber and the relevant third party, and not the Customer]. The Subscriber should refer to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. The Customer shall not endorse or approve any third-party website nor the content of any of the third-party website made available via the Online Service.

14. INSURANCE

12.1 The Supplier agrees to take out and maintain insurance in respect of employer's liability, public liability and professional liability as is commercially prudent and reasonable with a reputable insurance company and such insurance of a sufficient value and in respect of the types of insurance that it is reasonable for the Customer to require of a supplier supplying Services similar to those of the Supplier under this Contract to maintain, as well as any other insurance required by law from time to time. The Supplier shall provide the Customer with a copy of such insurance certificates upon reasonable request in order to verify the extent and level of insurance cover taken out by the Supplier and the payment of the relevant premiums.

15. IPR INDEMNITY

15.1. The Supplier shall indemnify and hold the Customer harmless from and against any and all liability or damage (including reasonable and verifiable costs and expenses) suffered or incurred by the Customer and arising from any action, claim or proceedings brought against the Customer by a third party alleging that the proper possession or use of the Services by the Customer infringes such third party's IPR ("Claim") provided that: (a) the Supplier is given prompt written notice of such Claim; (b) is given information, reasonable assistance, and exclusive authority to defend or settle the Claim; (c) that the Customer complies with all reasonable instructions of the Supplier with regard to the continuing use of the Services; and that Customer does not prejudice the Supplier's defence or settlement of the Claim.

16. LIMITATION OF LIABILITY

- 16.1. Neither party excludes or limits its liability to the other for:
- 16.1.1. personal injury or death caused by its negligence;
 - 16.1.2. any matter for which, Applicable Laws, a party cannot exclude or limit or attempt to exclude or limit its liability;
 - 16.1.3. breach of Condition 10 (Confidentiality); breach of Condition 11 (Data Protection); breach of Condition 19 (Intellectual Property); and
 - 16.1.4. fraud or fraudulent misrepresentation.
- 16.2. Subject to Condition 16.1, neither party shall have any liability to the other party for any indirect, special or consequential loss, loss of profits, loss of revenue, loss of savings, damage to reputation or goodwill or loss of data.
- 16.3. Subject to Clause 16.1 and 16.2, each party's total liability to the other for breach of contract, tort, breach of statutory duty or otherwise shall not exceed:
- 16.3.1. £10 million (ten million) per claim for liability resulting from negligence;
 - 16.3.2. £10 million (ten million) per claim for all liability arising from defects in the supplied products;
 - 16.3.3. for all other liability, 150% of the total charges paid or payable by the Customer to the Supplier under the Contract.

17. ANTI-BRIBERY, CORRUPTION AND FACILITATION OF TAX EVASION

- 17.1. The Supplier shall and shall procure that persons associated with it or other persons who are performing services in connection with this Contract shall:
- 17.1.1. comply with all applicable laws statutes, regulations, and codes relating to anti-bribery and anti-corruption, Bribery Act 2010 and Criminal Finances Act 2017 (**Relevant Requirements**);
 - 17.1.2. not engage in any activity, practice or conduct which would constitute an offence under the following sections:
 - 17.1.2.1. a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017; or
 - 17.1.2.2. a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017; or

17.1.2.3. 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK.

17.1.3. have and shall maintain in place throughout the term of this Contract its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010 and to prevent the facilitation of tax evasion by another person (including without limitation employees of the Supplier) and to ensure compliance with **Error! Bookmark not defined.** 17.1.2;

17.1.4. notify Customer (in writing) if it becomes aware of any breach of clause 17.1.1. or clause 17.1.2, or has reason to believe that it or any person associated with it has received a request or demand for any undue financial or other advantage in connection with the performance of this Contract;

17.1.5. immediately notify Customer (in writing) if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier and the Supplier warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of this agreement);

17.1.6. if requested, provide Customer with any reasonable assistance, at the Customer reasonable cost, to Customer to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with Relevant Requirements.

17.1.7. within [NUMBER] months of the date of this Contract, and annually thereafter, certify to Customer in writing signed by an officer of the Supplier, compliance with this clause 17 by the Supplier and all persons associated with it under clause 17.2. The Supplier shall provide such supporting evidence of compliance as Customer may reasonably request.

17.2. The Supplier shall ensure that any person associated with the Supplier who is performing services in connection with the Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause 17 (**Relevant Terms**). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to Customer for any breach by such persons of any of the Relevant Terms.

17.3. Any breach of this clause 17 shall be deemed a material breach and a Party shall terminate under clause 20.

18. ANTI-SLAVERY

- 18.1. The Supplier undertakes, warrants and represents that:
- 18.1.1. neither the Supplier nor any of its officers, employees, agents, sub-contractors have: (a) committed an offence under any Applicable Laws relating to the prevention of slavery ("**Anti-slavery Laws**"); or (b) been notified that it is subject to an investigation relating to an alleged offence or prosecution under Anti-slavery Laws; or (c) been made aware of any circumstances within its supply chain that could give rise to an investigation relating to an offence or prosecution under Anti-slavery Laws;
 - 18.1.2. it shall notify the Customer immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents have breached or potentially breached any of the Supplier's obligations under this Condition 18.1. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Supplier's obligations.
- 18.2. Any breach of Condition 18.1 by the Supplier shall be deemed a material breach of the Contract and shall entitle the Customer to terminate the Contract with immediate effect.
- 18.3. The Supplier shall seek to impose upon its sub-contractors (or any third party within its supply chain) similar provisions to those in this Condition 18.

19. INTELLECTUAL PROPERTY RIGHTS (IPR)

- 19.1. Any intellectual property rights includes but is not limited to; patents, designs and trade marks (whether registered or unregistered), copyright, database rights and know how (collectively, "IPR").
- 19.2. Title, right and interest in the product and/or Services including materials developed for the Customer or end customer in the performance of the Services which are procured, prepared, developed and/or delivered by the Supplier or Supplier personnel for the Customer and/or end customer (hereinafter known as "Bespoke Deliverables") together with the IPR therein shall, upon payment by the Customer for the Services in respect of which the Bespoke Deliverables were created, vest in the Customer and/or its end customer as stated on the Order. The Supplier undertakes to sign such documentation and take such action (if any) as may be reasonably requested by the Customer to vest any IPR in the Bespoke Deliverables in the Customer and/or its end customer.
- 19.3. The Supplier shall, at its cost, reasonably procure that the Supplier personnel, providing Bespoke Deliverables, contract with it on terms which ensure that any IPR arising out of or relating to the Bespoke Deliverables and work done by that person shall vest in, or otherwise be assigned absolutely and with full title guarantee (by way of present and, where appropriate, future assignment) to the Customer and/or end customer in support of the Supplier's obligations of this Condition 24. For the avoidance of doubt, the Customer shall be responsible for the costs involved in registering any IPR or any on-going costs associated with such IPR.
- 19.4. Each Party and/or its licensors retains any rights that they may have in any pre-existing materials, including any and all code, data or material (including but not limited to documents, information, plans, specifications, drawings, diagrams, images, software) which is not created as a consequence of the performance of the Services ("Pre-Existing Materials"). Nothing in the Contract or use of the other Party's IPR shall be construed as a transfer or grant of any interest in such rights save that where any such Pre-Existing Materials are included in the Bespoke Deliverables, unless expressly stated otherwise in the Order the Supplier hereby grants (or shall procure the grant of) a perpetual, non-terminable, sub-licensable, fully assignable, royalty-free licence to the Customer or its end customer to possess, use, copy or amend to the extent necessary to enjoy the benefits of the Pre-Existing Materials as part of the Bespoke Deliverables and so as not to limit the Customer or end customer's use of the Bespoke Deliverables as an absolute owner.
- 19.5. The Subscriber acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Service and the User Information. Except as expressly stated herein, this Contract does not grant the Subscriber any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Service or the User Information.
- 19.6. The Supplier confirms that it has all the rights in relation to the Service and the User Information that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Contract.
- 20. TERMINATION**
- 20.1. Either party may by written notice terminate the Contract if the other party is in material breach of any Condition(s) of the Contract, which is either:-
- 20.1.1. not capable of remedy; or
- 20.1.2. being capable of remedy, has not been remedied within thirty (30) days after written notice from the other party requiring it to do so.
- 20.2. For this purpose a number of breaches (whether of the same or different obligations and regardless of whether those breaches are remedied) may collectively constitute a material breach to which Condition 20.1.1 or 20.1.2 applies whether or not each breach on its own would be considered a material breach.
- 20.3. Either party may terminate the Contract at any time with immediate effect if:-
- 20.3.1. a resolution is passed, or an order is made for the winding up (or equivalent order in the relevant jurisdiction) of the other party, otherwise than for the purposes of a bona fide scheme of solvent amalgamation or reconstruction;
- 20.3.2. the other party becomes subject to an administration order; a liquidator, receiver or administrative receiver or similar is appointed over any of its property or assets;
- 20.3.3. the other party enters into an arrangement or composition with its creditors, ceases or threatens to cease to carry on business, becomes insolvent or ceases to be able to pay its debts as they fall due;
- 20.3.4. the other Party commits a breach under Condition 17 (Anti-Bribery Laws) and 18 (Anti-Slavery Laws); or
- 20.3.5. a Force Majeure Event (defined in Condition 26.1) continues for a period of forty-five (60) days.
- 20.4. If the Contract is terminated:
- 20.4.1. the Contract shall continue in force to the extent necessary to give effect to those of its provisions which expressly or by implication have effect after termination; and
- 20.4.2. the rights of either party accrued on or prior to termination shall remain unaffected.
- 20.5. Upon early termination of the Contract in accordance with its terms by either party, where the Customer has paid the Supplier the price for Services that have not been supplied at the date of termination, the Supplier shall, upon demand, either repay such price to the Customer or deliver the Services to the Customer.
- 20.6. On termination of this Contract for any reason the Subscriber shall immediately cease all use of the Service and/or the User Information and the Supplier may delete any or all of the Subscriber Data in its possession.
- 21. AUDIT AND INSPECTION**
- 21.1. The Supplier shall permit the auditors to conduct audits of the Supplier during the term of the Contract (and for six years after the expiry or termination of the Contract). The right of audit includes a right for the auditor to enter any of the Supplier premises to inspect and take copies of such books and records and to interview members of the Supplier personnel once per annum.
- 21.2. The purpose of any audit carried out under this Condition 21 shall be to: provide the auditor with assurance as to the Supplier's compliance with the Contract; to enable the Customer to investigate any complaints or queries of or provide information required by a Regulatory Authority or any Customers of the Customer Group relating to the Services or the conduct of the Supplier, the Supplier personnel; and to investigate any suspicion of fraud or wrongful practice on the part of the Supplier, the Supplier personnel.
- 21.3. The Supplier shall cooperate with the auditor and will provide or procure such access and assistance as the auditor requires in order to enable the auditor to fully exercise the rights set out in Condition 21.1. Except where the audit is undertaken in respect of suspected fraud or breach or by a Regulatory Authority which stipulates that no notice should be given, the Customer shall provide at least three (3) Working Days' written notice of the audit; shall conduct the audit (or procure it is conducted) within normal business hours (means the hours of 9:00 am to 5:30pm GMT); and shall use reasonable endeavours to avoid any disruption to the business of the Supplier.
- 22. ASSIGNMENT AND SUB-CONTRACTING**
- 22.1. The Supplier shall not assign, transfer or sub-contract its rights or obligations under the Contract without the Customer's prior written consent. Any such consent shall not relieve the Supplier of its obligations under the Contract.
- 23. NOTICES**
- 23.1. Where the Contract requires notice to be given by one party to the other such notice shall be in writing and shall be delivered by

hand, e-mail, courier, first class post or special delivery post to the following:

23.1.1. in the case of delivery to the Customer, to the CFO at New Hampshire Court, St. Paul's Road, Portsmouth, PO5 4AQ;

23.1.2. in the case of e-mail, to an email address previously used by the receiving Party for the purposes of issuing or receiving Orders and which the sender has reasonable grounds to believe is in use, if a non-automated confirmation of receipt is not received with 24 hours of sending then another method of delivery shall also be used but this shall not affect the deemed receipt of the e-mail;

23.1.3. in the case of delivery to the Supplier to a Director at the Supplier's registered office address; and

23.2. Notices will be deemed to have been duly served if delivered by hand or courier at the time of delivery; if by e-mail at the time of sending; if delivered by first class post or special delivery post 48 hours after being posted, provided that where in the case of delivery by hand, courier or e-mail such delivery occurs either after 4.00 pm on a weekday other than a public holiday ("**Working Day**"), or on a day other than a Working Day, service will be deemed to occur at 9.00 am on the next Working Day;

23.3. in the case of communications relating to the Contract which do not relate to matters where the Contract requires notice to be given, communications may take place by email between the parties using then current e mail addresses usually used between the parties.

24. SEVERABILITY

24.1. If any Condition(s) under the Contract are deemed or found to be invalid or unenforceable by a court of competent jurisdiction, such provisions shall be deemed omitted, all other provisions shall remain in full force and effect.

25. THIRD PARTY RIGHTS

25.1. Save for the Indemnified Persons, a person who is not a party to the Contract may not enforce the Contract.

26. FORCE MAJEURE

26.1. Neither party shall be liable for the failure to perform its obligations under the Contract, if such failure results from any event which is beyond such party's reasonable control, which prevents or delays the performance of its obligations under this Contract ("**Force Majeure Event**").

26.2. Each party shall use all reasonable endeavours to limit the effects of any Force Majeure Event and a Party which relies upon a Force Majeure Event to excuse performance may only do so if it has taken reasonable steps to mitigate the effects upon it of the Force Majeure Event and continues to perform the obligations that are not affected.

26.3. Each party agrees to give notice forthwith to the other upon becoming aware of a Force Majeure Event, such notice to contain details of the circumstances giving rise to the Force Majeure Event.

27. VARIATION AND WAIVER

27.1. No variation of this Contract shall be effective unless it is in writing and signed by the parties.

27.2. A waiver of any right or remedy under this Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

27.3. A failure or delay by a party to exercise any right or remedy provided under this Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy under this Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

28. ENTIRE AGREEMENT

28.1. The Contract contains all the terms which the Customer and the Supplier have agreed in relation to the supply of the Services and

supersedes any prior written or oral agreements, representations or understandings between the parties relating to such Services. The Supplier's standard terms and Conditions referred to in any correspondence or quotation form shall not to apply to the Contract. The Supplier acknowledges that it has not relied upon any warranty, representation, statement or understanding made or given by or on behalf of the Customer which is not set out in the Contract and agrees that it shall have no claim in respect of the same. Nothing in the Contract will exclude any liability which one party would otherwise have to the other party in respect of any statements made fraudulently.

29. NO PARTNERSHIP, JOINT VENTURE, AGENCY OR EMPLOYMENT

29.1. Nothing contained in the Contract, and no action taken by the parties pursuant to the Contract, will be deemed to constitute a relationship between the parties of partnership, joint venture, principal and agent or employer and employee. Neither party has, nor may it represent that it has, any authority to act or make any commitments on the other party's behalf.

30. PUBLICITY

27.1 The Supplier shall not: (a) make any public announcement or issue any public circular (including a media or press release) relating to the Contract or its subject matter without the prior written approval of the Customer; or (b) use the name or logos of the Customer and member of its group of companies or of its customers, as a reference or in any advertising or promotional materials without the Customer's prior written consent (on every occasion), which may be withdrawn at any time if it is given.

31. JURISDICTION AND GOVERNING LAW

30.1 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed at all times in accordance with Dutch Law and the Parties submit to the exclusive jurisdiction of the courts of The Netherlands. The Vienna Sales Convention (CISG) will expressly not apply.