

General Terms and Conditions of Purchase of Cloud Services (Bell Integration GmbH)

Author: Raees Khan

Document Date: January 2023

IMS Number: COM29

Version: 1.0

Classification: COMMERCIAL IN-CONFIDENCE

1. BASIS OF CONTRACT

1.1. These terms and conditions below ("**Conditions**") apply to the agreement ("**Contract**") between **Bell Integration GmbH** or its Group Company ("**Customer**") and the supplier identified in the Customer's purchase order ("**Supplier**") each a Party and together the Parties, 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) ("**Cloud 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.

2. DEFINITIONS

2.1. "**Group Company**" means with respect to the relevant party, any company which is a subsidiary or holding company of such party or a subsidiary of its holding company.

2.2. "**Licence Term**" means the period for which Client shall have access to the Software as set out in the Accepted Purchase Order.

2.3. "**Quotation**" means the quotation issued by the Supplier in response to a request for quotation relating to the purchase and supply of the Cloud Services;

2.4. "**Subscriber**" means Customers end user,

2.5. "**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.

2.6. "**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;

2.7. "**Subscription Term**" means the period for which Subscriber shall have access to the Online Service as set out in the Quotation;

2.8. "**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.

2.9. "**User Subscriptions**" means the user subscriptions purchased by the Subscriber pursuant Condition 5.1 which entitle Authorised Users to access and use the Cloud Services and the User Information in accordance with the Contract.

3. WARRANTY

3.1 The Supplier warrants, represents and undertakes to the Customer that the Cloud Services will:

3.1.1. 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 the performance;

3.1.2. be free from material defects in design, materials and workmanship

3.1.3. correspond in all material respects with any relevant specification in the Order

3.1.4. be fit for any purpose held out by the Supplier or made known to the Supplier by the Customer whether expressly or by implication;

3.1.5. be of satisfactory quality within the meaning of the Sale of Goods Act 1979 (as amended); and

3.2. shall pass to the Customer for its own benefit and the benefit of its end users, the benefit of all manufacturer and other third-party warranties and/or guarantees relating to the performance of the Maintenance; and.

3.3. gives the warranties more specifically set out in the Order.

3.4. The Online Service will be provided substantially in accordance with the User Information and with reasonable skill and care.

3.5. The undertaking at Condition 3.2 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 procure the Supplier corrects any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing agreed performance.

3.6. No representation, undertaking or warranty is given that:

3.6.1. the Subscriber's use of the Service will be uninterrupted or error-free; or

3.6.2. the Service, User Information and/or the information obtained by the Subscriber through the Service will meet the Subscriber's requirements;

3.7. 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.

3.8. The Supplier warrants that all licences, consents, and permissions necessary for the supply of the Services in accordance with the Contract shall be obtained and maintained throughout the Subscription Term.

4. BREACH OF WARRANTY

4.1. If, the Cloud Services do not comply with the warranties in Condition 3.1, 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 Cloud Services to comply with the Contract; or (iii) provide a refund to the Customer for the price of the non-compliant Cloud Services.

5. USER SUBSCRIPTIONS

5.1. Subject to the terms and conditions of the Contract, 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, unless agreed otherwise between the Parties in the Contract

5.2. In relation to the Authorised Users, the Customer shall use reasonable endeavours to procure that Subscriber undertakes that:

5.2.1. 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;

5.2.2. 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 accordance with the Subscription Agreement, in which case the prior Authorised User shall no longer have any right to access or use the Service and/or User Information;

5.2.3. 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 Subscription Agreement or the Supplier published security policy and that each Authorised User shall keep his password confidential;

- 5.2.4. it shall maintain a written, up to date list of current Authorised Users and provide such list to the Supplier within five (5) Business Days of the Supplier written request at any reasonable time or times;
- 5.2.5. 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;
- 5.2.6. each audit referred to at Condition 2.2.5 may be conducted no more than once every twelve (12) month period unless the Supplier has reasonable grounds to suspect none compliance in which case this limit shall not apply;
- 5.2.7. if any of the audits referred to in Condition 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,
- 5.2.8. if any of the audits referred to in Condition 2.2.5 reveal that the Customer 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.
- 5.3. 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:
- 5.3.1. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- 5.3.2. facilitates illegal activity;
- 5.3.3. depicts sexually explicit images;
- 5.3.4. promotes unlawful violence;
- 5.3.5. is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or,
- 5.3.6. is otherwise illegal or causes damage or injury to any person or property; and,
- 5.3.7. 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 Condition.
- 5.4. 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 the Contract:
- 5.4.1. 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
- 5.4.2. attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
- 5.4.3. 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
- 5.4.4. use the Cloud Service and/or User Information to provide services to third parties; or
- 5.4.5. 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
- 5.4.6. attempt to obtain, or assist third parties in obtaining, access to the Service and/or User Information, other than as provided under this Condition 5; or
- 5.4.7. introduce or permit the introduction of, any Virus into the Supplier's network and information systems.
- 5.5. 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.
- 5.6. The rights under this Condition 5 are granted to the 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.
- 6. ADDITIONAL USER SUBSCRIPTIONS**
- 6.1. 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.
- 6.2. 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.
- 7. PERFORMANCE OF THE CONTRACT**
- 7.1. If the Cloud Services have not been performed 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.
- 7.2. The Supplier shall comply with the customer policies (including but not limited to the supplier charter) as made known to the Supplier by the Customer from time to time, to the extent not inconsistent with the Contract.
- 7.3. The Supplier shall co-operate with any regulatory authority as required from time to time.
- 7.4. The Supplier shall procure that the Cloud 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.
- 7.5. The Supplier shall perform the Cloud 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.
- 7.6. 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.
- 8. SOFTWARE AS A SERVICE**
- 8.1. The Supplier shall use all reasonable efforts to ensure the Service shall be made available 24 hours a day, seven days a week, except for:
- 8.1.1. planned maintenance performed as and when notified to the Subscriber and/or Customer; and
- 8.1.2. urgent unscheduled maintenance.

- 8.2. 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.
- 8.3. 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 or the Subscription Agreement, as it may be applicable, 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 may purchase enhanced support services separately at the then current rates in order for Customer to provide a Quotation upon request from the Subscriber.
- 8.4. If, at any time whilst using the Service, the Subscriber exceeds the usage set out in the Supplier's Subscription Agreement (if applicable), the 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.

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. SUBSCRIBER DATA

- 10.1. 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.
- 10.2. The Subscriber Data shall be archived in accordance with the Subscriber's procedures 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 restoration of the lost or damaged Subscriber Data from the latest back-up of such Subscriber Data maintained by the Supplier in accordance with its back up policy.
- 10.3. 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).
- 10.4. The Online Service shall be delivered in accordance with the Supplier's privacy and security policy (as such document may be amended from time to time by the Supplier in its sole discretion).

11. PRICE AND PAYMENT

- 11.1. The Customer shall pay all undisputed invoices within thirty (30) days from the date of the invoice unless expressly stated otherwise in the Order.
- 11.2. All payments shall be made in Euro (EUR), unless otherwise agreed in writing between parties.
- 11.3. If any charges payable under any Contract is not paid when due then Supplier shall be entitled to payment and may claim interest from the due date until payment is made in full both before and after any judgment, at two per cent (2%) per annum over the Bank of England Bank Rate from time to time.
- 11.4. If the Customer, on bona fide grounds, disputes any part of an amount invoiced by the Supplier ("**Disputed Sum**"), the Customer shall notify the Supplier in writing of that dispute within five (5) Working Days of receiving the invoice, giving details of the nature of the dispute and the amount that it claims should have been invoiced and:
- 11.4.1 the Customer will pay that part of the invoice which is not the Disputed Sum in accordance with Condition 6.1;
 - 11.4.2 the Customer will be entitled to withhold payment of the Disputed Sum;
 - 11.4.3 the Supplier will provide all such information and evidence as may be reasonably necessary to verify the Disputed Sum; and
 - 11.4.4 following resolution of the dispute under this Condition, the Customer will promptly pay to Supplier that part of the Disputed Sum as it is resolved is payable by the Customer.

12. CONFIDENTIALITY

- 12.1. The Parties shall:
- 12.1.1. protect all information, disclosed by the other party ("**Disclosing Party**"), or its employees, officers, advisers, agents or representatives ("**Representatives**"), to the other party ("**Receiving Party**") 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;
 - 12.1.2. have internal systems to ensure that the Disclosing Party's Confidential Information is stored and handled in such a way as to prevent unauthorised disclosure;
 - 12.1.3. procure that its personnel and any third parties do not; disseminate, copy, employ, exploit, adapt, modify or in any other manner whatsoever utilise the Disclosing Party's Confidential Information other than strictly for the provision of Cloud Services. For the avoidance of doubt, the Supplier shall be liable for all acts and/or omissions of its personnel and any third parties.
- 12.2. The obligations contained in Condition 12.1 shall not apply to any Confidential Information which: (a) is lawfully in the possession of the Receiving Party 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 Receiving Party 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 Receiving Party, where reasonably practicable, provides notice to the Disclosing Party of such disclosure; (e) is received from a third party without breach of any other relevant confidentiality obligations.
- 12.3. Where the Receiving Party is required to disclose the Disclosing Party's Confidential Information by a court of competent jurisdiction or operation of law, the Receiving Party shall:

- 12.3.1. where reasonably practicable and legally permitted, provide notice to the disclosing party of such disclosure;
- 12.3.2. co-operate with the disclosing party, at the disclosing party's costs and expense, in such manner as it may reasonably require to prevent or limit such disclosure; and
- 12.3.3. limit the disclosure of Confidential Information only to the extent required

13. DATA PROTECTION

- 13.1. For the purpose of this Condition 8, "Controller", "Personal Data" and "Process" shall have the meanings given to them in the General Data Protection Regulation (Regulation (EU) 2016/679) and the UK General Data Protection Regulation as applicable, and any of their successor legislation ("**Data Protection Legislation**");
- 13.2. 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 Software ; (b) request and receive the Software ; (c) compile, dispatch and manage the payment of invoices relating to the Software; (d) manage the Contract and resolve any disputes relating to it; (e) respond and/or raise general queries relating to the Software; and (f) comply with their respective regulatory obligations.
- 13.3. Each party shall Process Personal Data for the purposes set out in Condition 8.2 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 13.2, and in doing so each party will ensure that the sharing and use of this Personal Data complies with DPA.
- 13.4. Where the Supplier is Processing End User Personal Data, the Customer will require the Supplier to agree to a Data Protection agreement with the End User directly.

14. CUSTOMER MATERIALS

- 14.1. The Supplier including any of its employees, agents, consultants, contractors and any third party shall:
 - 14.1.1. 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.
 - 14.1.2. 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 third party.

15. INSURANCE

- 15.1. The Supplier agrees to take out and maintain insurance in respect of cyber insurance, 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 Software and 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.

16. INTELLECTUAL PROPERTY RIGHTS

- 16.1. Nothing in this Contract shall transfer any intellectual property rights including but is not limited to: patents, designs and trade marks (whether registered or unregistered), copyright, database

rights and know how ("Intellectual Property Rights" or "IPR") from the Supplier to the Customer or End User.

- 16.2. The Customer hereby authorises the Supplier to use any IPR in materials provided to it by the Customer for the purposes only of performing its obligations under the Contract for the duration of the Contract.
- 16.3. The Supplier hereby grants (or shall procure the grant of) the right to possess and use the deliverables for the purpose for which the deliverables have been supplied.
- 16.4. The Customer shall not remove, deface or obscure any identifying or proprietary mark on or relating to the deliverables.

17. IPR INDEMNITY

- 17.1. 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 Software by the Customer or Customer's end user infringes such third party's IPR ("Claim") provided that: (i) the Supplier is given prompt written notice of such Claim; (ii) is given information, reasonable assistance, and exclusive authority to defend or settle the Claim; (iii) that the Customer complies with all reasonable instructions of the Supplier with regard to the continuing use of the relevant Deliverable; and (iv) that Customer does not prejudice the Supplier's defence or settlement of the Claim.

18. LIMITATION OF LIABILITY

- 18.1. Neither party excludes or limits its liability to the other for:
 - 18.1.2 personal injury or death caused by its negligence;
 - 18.1.3 any matter for which, Applicable Laws, a party cannot exclude or limit or attempt to exclude or limit its liability; and
 - 18.1.4 fraud or fraudulent misrepresentation.
- 18.2. Subject to Condition 18.1, 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.
- 18.3. Subject to Condition 18.1 and 18.2, the Supplier's total liability to the Customer arising under or in connection with the Contract whether for breach of contract, tort, breach of statutory duty or otherwise shall not exceed:
 - 18.3.1 £5 million for any and all liability resulting from defects in the products; any Claim under Condition 18.1 (IPR Indemnity); for breach of Condition 12 (Confidentiality); or, negligence; and
 - 18.3.2 for all other liability, the price of the Cloud Services paid by the Customer under the Contract, unless otherwise agreed in the Contract.
- 18.4. Subject to Condition 18.1 and 18.2, the Customer's total liability to the Supplier for breach of contract, tort, breach of statutory duty or otherwise shall not exceed the price of the Cloud Services paid by the Customer under the Contract, unless otherwise agreed in the Contract.

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

- 19.1. The Supplier shall and shall procure that persons associated with it or other persons who are performing Cloud Services in connection with the Contract shall:
 - 19.1.1 comply with all applicable laws statutes, regulations, and codes relating to anti-bribery and anti-corruption ("**Relevant Requirements**");
 - 19.1.2 not engage in any activity, practice or conduct which would constitute an offence under the Relevant Requirements;
 - 19.1.3 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 Relevant Requirements 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.**19.1.2;

19.1.4 notify Customer (in writing) if it becomes aware of any breach of **Error! Bookmark not defined.**19.1.1. or **Error! Bookmark not defined.** 19.1.2, 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;

19.1.5 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;

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

19.2 The Supplier shall ensure that any person associated with the Supplier who is performing Cloud 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 Condition 14. 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.

19.3 Any breach of this Condition 19 shall be deemed a material breach and a Party shall terminate under Condition 21.

20. ANTI-SLAVERY

20.1. The Supplier shall and shall take reasonable measures to procure that its sub-contractors shall at all times:

20.1.1 comply with any and all Applicable Laws anywhere in the world which relate to anti-slavery or servitude, anti-forced or compulsory labour and/or anti-human trafficking ("**Anti-slavery Laws**");

20.1.2 comply with the the supplier charter as amended from time to time;

20.1.3 not engage in any practice that amounts to (a) slavery or servitude (each as construed in accordance with Article 4 of the Convention for the Protection of Human Rights and Fundamental Freedoms of 4 November 1950, as amended), (b) forced or compulsory labour (as defined by the International Labour Organisation's Forced Labour Convention 1930 (No. 29) and Protocol), (c) human trafficking or (d) the arrangement or facilitation of the travel of another person with a view to that person being exploited;

20.1.4 not do or omit to do any act or thing which constitutes an offence under applicable Anti-Slavery Laws; not knowingly employ or engage in any practices that constitute an offence under Anti-Slavery Laws; and

20.1.5 not do or omit to do any act or thing which causes any Customer to be in breach of and/or to commit an offence under any Anti-Slavery Laws.

20.2. The Supplier will:

20.2.1 impose upon the third parties, the obligation to conduct proper and appropriate checks on any agency or person used by the third parties to provide labour, employees, contractors or other persons to undertake tasks (in each case whether on a permanent or temporary basis) in performance of the Contract designed to ensure that any such agency or person does not engage in any modern slavery practice;

20.2.2 to the extent that it forms part of the performance of the Contract, provide the Customer with such reasonable

assistance and information as it may require from time to time to assist it to:

20.2.3 perform any activity required by any government, regulatory entity or agency in any relevant jurisdiction for the purpose of compliance with any applicable Anti-Slavery Laws;

20.2.4 where legally required, prepare a slavery and human trafficking statement;

20.2.5 comply with any requirement to report on respect for human rights or to enable a Service Recipient to demonstrate compliance with any human rights code or policy to which it adheres or which applies to it;

20.2.5.1 identify any non-compliance with the supplier charter; and

20.2.5.2 conduct due diligence and to measure the effectiveness of the steps that the Customer is taking or wishes to take to ensure that modern slavery practices are not taking place in its business or supply chains.

20.3. The Supplier will promptly give written notice to the Customer upon becoming aware of the occurrence of a breach or suspected breach of any of its obligations under this Condition 20.

20.4. Any breach of Condition 20 by the Supplier will be a material breach of this Contract which is not capable of being remedied, irrespective of whether any financial loss or reputational damage arises, and irrespective of the level of any financial loss or deprivation of benefit arising, as a consequence of such breach.

20.5. The Supplier will indemnify the Customer against all liability or damage (including reasonable and verifiable costs and expenses), in each case arising out of or in connection with any breach by the Supplier of Condition 20 (including any failure or delay in performing, or negligent performance or non-performance of, any of its obligations under this Condition 20.

21. TERMINATION

21.1. 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 (i) not capable of remedy; or (ii) being capable of remedy, has not been remedied within thirty (30) days after written notice from the other party requiring it to do so.

21.2. Either party may terminate the Contract at any time with immediate effect if:-

21.2.1 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;

21.2.2 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;

21.2.3 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;

21.2.4 the other party suffers any event analogous to 21.2.1 to 21.2.3 (inclusive) in any other jurisdiction;

21.2.5 the other Party commits a breach under Condition 19(Anti-Bribery, Corruption and facilitation of tax evasion) or Condition 20 (Anti-Slavery); or

21.2.6 a Force Majeure Event (defined in Condition 27.1) continues for a period of sixty (60) days.

21.3 If the Contract is terminated:

21.3.1 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

21.3.2 the rights of either party accrued on or prior to termination shall remain unaffected.

21.4 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 Cloud Services to the Customer.

- 21.5 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, to the extent is not prohibited by Applicable Law, or to satisfy the requirements of a regulatory authority or body of competent jurisdiction.

22. AUDIT AND INSPECTION

22.1 The Customer is entitled to carry out an audit of the Supplier in accordance with the terms of this Condition. Such audit shall be carried out no more than once per annum, upon providing thirty (30) days prior written notice.

22.2 The Supplier shall:

22.2.1 allow the Customer, its auditors, authorised agents and/or representatives, access on any Working Day to such records held by the Supplier (including the right to make copies thereof), subject to any confidentiality undertaking required by the Customer; and

22.2.2 provide all reasonable assistance for the purposes of auditing the Suppliers compliance with the Contract in its performance of the provision of Software.

22.3 If any audit or inspection by or on behalf of the Customer reveals any material breach by the Supplier of its obligations under the Contract in carrying out the provision of Software, the Customer may, without prejudice to any other remedies it may have, require the Supplier to:

22.3.1 remedy the cause of such non-compliance as soon as reasonably practicable;

22.3.2 carry out a further audit within six (6) months on the same basis; and/or

22.3.3 refund the Customer all reasonable and verifiable third party costs and expenses relating to such audit or inspection (including those of third party advisors).

23. ASSIGNMENT AND SUB-CONTRACTING

23.1 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.

24. NOTICES

24.1 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:

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

24.1.2 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;

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

24.2 Notices will be deemed to have been duly served if delivered by hand or by 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, if by email at the time of sending, provided that where in the case of delivery by hand, e-mail or courier such delivery occurs either after 4.00 pm on a 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.

25. SEVERABILITY

25.1 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.

26. THIRD PARTY RIGHTS

26.1 A Contract is not intended to confer a benefit on any person who is not a party to it. A person who is not a party to the Contract may not enforce the Contract.

27. FORCE MAJEURE

27.1 Neither party shall be liable for the failure to perform its obligations under the Contract, if such failure results from any circumstance or event which is beyond such party's reasonable control, that was not known or reasonably foreseeable by the affected party at the date of the relevant Contract and which prevents that party from performance of its obligations under this Contract in whole or part including but not limited to; acts of God, fire, flood or earthquake, war, civil commotion affecting a third party (for which a substitute third party is not readily available), government action, regulations, guidelines, terrorist attack, computer or network failure or malfunction, strikes or industrial action other than by that party's employees ("**Force Majeure Event**").

27.2 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.

28. VARIATION AND WAIVER

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

28.2 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.

28.3 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.

29. ENTIRE AGREEMENT

29.1 The Contract contains all the terms which the Customer and the Supplier have agreed in relation to the supply of the Software and supersedes any prior written or oral agreements, representations or understandings between the parties relating to such Software

29.2 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.

30. NO PARTNERSHIP, JOINT VENTURE, AGENCY OR EMPLOYMENT

30.1 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.

31. PUBLICITY

31.1 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.

32 JURISDICTION AND GOVERNING LAW

32.1 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 the laws of Germany and the Parties submit to the exclusive jurisdiction of the courts of Cologne.