

RADIUS CONNECT

TERMS AND CONDITIONS FOR IT SERVICES

1. Interpretation

1.1 In addition to the capitalised terms identified in the Order Form and any definitions set out the Schedule(s), the following definitions shall apply in this Agreement:

Agreement: the contract between the parties for the supply and purchase of the Deliverables which comprises these Terms and Conditions plus the Order Form.

Business Day: any day which is not a Saturday, a Sunday or a bank or public holiday in the United Kingdom and/or the Republic of Ireland.

Business Hours: the period from 08:30 to 17:00 on any Business Day.

Confidential Information: shall have the meaning given to that term in clause 10.1.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of Control** shall be interpreted accordingly.

Customer: the person or entity identified as such in the Order Form.

Customer Data: any information that is provided by or on behalf of the Customer to the Supplier as part of the Customer's use of the Deliverables, including any information derived from such information.

Deliverables: the products and services itemised in the Order Form, as more particularly described in the Schedule(s), to be provided by the Supplier to the Customer.

Effective Date: the date the Customer signs the Order Form.

Extended Term: has the meaning given in clause 12.1.

Fees: the fees payable to the Supplier for the Deliverables, as set out in the Order Form.

Force Majeure Event: means an event which is beyond the reasonable control of the party seeking to rely on such event.

Good Industry Practice: standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector.

Group: in relation to a company, that company, any entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that company from time to time;

Hardware: any tangible hardware identified in the Order Form to be supplied by or on behalf of the Supplier to the Customer.

Initial Term: the period commencing on the Effective Date and continuing until completion of provision of the Deliverables stated in the Order Form.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all existing and future rights capable of present assignment, applications for and

renewals or extensions of and rights to claim priority from such rights, and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

IT Support: the services itemised in the Order Form which are to be provided by or on behalf of the Supplier to the Customer.

Law: any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant party is bound to comply.

Order Form: the document setting out Customer's order and the Supplier's quotation for the supply of the Deliverables.

Professional Services: any professional services itemised in the Order Form which are to be provided by or on behalf of the Supplier to the Customer.

Representatives: has the meaning given to that term in clause 10.2.

RPI: the RPI (Retail Prices Index) All Items index published by the Office for National Statistics (or any successor or replacement index).

Schedule(s): any schedule(s) set out below and any annex(es) thereto.

Software: the third party software itemised in the Order Form which is licensed to the Customer in accordance with the terms of this Agreement.

Supplier: Radius Connect Limited a company registered in England and Wales with company number 12553628 whose registered office is at Eurocard Centre Herald Park, Herald Drive, Crewe CW1 6EG.

Terms and Conditions: these terms and conditions which comprise the clauses and any Schedule(s) set out below.

VAT: value added tax imposed by the Value Added Tax Act 1994 or any similar tax chargeable in the UK or elsewhere.

1.2 Clause, Schedule and paragraph headings and any table of contents are included for convenience only and are not intended to and shall not affect the interpretation of this Agreement.

1.3 Unless the context otherwise requires, words in the singular shall include the plural and words in the plural shall include the singular.

1.4 A reference to legislation or a legislative provision is a reference to it as amended, extended, consolidated, replaced, superseded, re-enacted or otherwise converted, modified or incorporated into law from time to time and all subordinate legislation made from time to time under that statute or statutory provision.

1.5 Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

1.6 References to clauses and Schedules are to the clauses and schedules of this Agreement. References to paragraphs are to paragraphs of the relevant Schedule.

- 1.7 A reference to a party includes its personal representatives, successors and permitted assigns.
- 1.8 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assignees.
- 1.9 A reference to **writing** or **written** includes email but excludes fax.
- 1.10 This Agreement comprises the Terms and Conditions and the Order Form. If and to the extent of any conflict between the constituent parts of this Agreement, the following order of priority shall apply:
- (a) The Order Form; then
 - (b) The clauses; then
 - (c) The Schedules (if and to the extent applicable); then
 - (d) Any annexes to the Schedules.

2. Basis of contract

- 2.1 The Order Form constitutes an offer by the Supplier to provide the Deliverables to the Customer in accordance with these Terms and Conditions.
- 2.2 The Order Form shall be deemed accepted by the Customer and this Agreement shall come into force when the Customer signs the Order Form.
- 2.3 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any illustrations or descriptions of the Deliverables contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Deliverables described in them. They shall not form part of the Agreement nor have any contractual force.
- 2.4 The Supplier may make reasonable updates to these Terms and Conditions to reflect changes in commercial or technological practice and/or Law, and such changes shall be deemed incorporated herein upon publication on the Supplier's website.
- 2.5 These Terms and Conditions apply to the Agreement to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by Law, trade custom, practice or course of dealing.

3. Supplier's obligations

- 3.1 The Supplier undertakes to provide the Deliverables in accordance with Good Industry Practice and with all reasonable skill and care.
- 3.2 The undertaking in clause 3.1 shall not apply to the extent of any non-conformance that is caused by use of the Deliverables contrary to the Supplier's instructions, including as set out in this Agreement.
- 3.3 The Supplier neither represents nor warrants that the Customer's use of the Deliverables shall be uninterrupted or error-free or meet the Customer's requirements.
- 3.4 The Supplier shall use reasonable endeavours to provide the Deliverables within any timeframe specified in the Agreement but such timeframes are only estimates and provided for planning purposes only. The Supplier shall have no liability for any failure to meet the dates in an Agreement and time of performance of the Supplier's obligations shall not be of the essence.

- 3.5 The Supplier reserves the right to amend any specification for the Deliverables if required by any applicable Law and/or to reflect any changes imposed by its suppliers, and the Supplier shall notify the Customer in any such event.

- 3.6 This Agreement shall not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing materials, products or services that are similar to those provided under this Agreement.

4. Customer's obligations

- 4.1 The Customer shall:

- (a) ensure that the terms of the Order Form are complete and accurate;
- (b) provide the Supplier with:
 - (i) all necessary co-operation in relation to this Agreement; and
 - (ii) all necessary access to such information and materials as may be reasonably required by the Supplier, in order to provide the Deliverables, including Customer Data, security access information, and (subject to providing any confidentiality undertakings reasonably required by the Customer) software interfaces to the Customer's other business applications;
- (c) provide such personnel assistance, as may be reasonably requested by the Supplier from time to time;
- (d) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Deliverables and ensure that such facilities are a suitable, safe working environment;
- (e) keep all assets, materials, equipment, documents and other property of the Supplier (**Supplier Materials**) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation;
- (f) obtain and maintain all necessary licences, permissions and consents which may be required for the Deliverables before the date on which provision of the Deliverables is to start;
- (g) comply with all applicable Laws with respect to its activities under this Agreement; and
- (h) carry out all Customer responsibilities and obligations set out in this clause and elsewhere in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties or performance of the Customer's responsibilities and obligations, the Supplier shall be entitled to an equitable adjustment to the date or dates in any time schedule or, if the Supplier incurs additional costs to avoid or mitigate the effects of Customer's failure or delay in providing such assistance or performance of its responsibilities and obligations, the Supplier shall be entitled to make an equitable adjustment to the Fees (or a combination of the two as appropriate).

5. Warranties

- 5.1 The Customer warrants and represents that:
- (a) it has the full capacity and authority to enter into and perform this Agreement and that this Agreement is executed by a duly authorised representative of the Customer;
 - (b) it has the authority to grant any rights to be granted by the Customer to the Supplier under this Agreement, and for the same to be used in the provision of the Deliverables and otherwise in connection with this Agreement; and
 - (c) it owns or has obtained valid licences, consents, permissions and rights to use and where necessary to license to the Supplier, any materials reasonably necessary for the fulfilment of all the Customer's obligations under this Agreement, including any third-party licences and consents in respect of any Customer Data.
- 5.2 The Customer warrants that:
- (a) it shall comply with and use the Deliverables in accordance with the terms of this Agreement and all applicable Laws, and shall not do any act that shall infringe the rights of any third party including the publishing or transmission of any materials contrary to relevant Laws;
 - (b) it shall comply with all Laws applicable to the Customer in performing its obligations under this Agreement; and
 - (c) the Supplier's possession and use in accordance with this Agreement of any materials (including third-party materials) supplied by the Customer to the Supplier shall not cause the Supplier to infringe the rights, including any Intellectual Property Rights, of any third party.
- 5.3 The Supplier warrants and represents that:
- (a) it has the full capacity and authority to enter into and perform this Agreement and that this Agreement is executed by a duly authorised representative of the Supplier;
 - (b) it owns, or has obtained all valid licences, consents, permissions and rights necessary to enable the Supplier to comply with its obligations under this Agreement and to use any of the Intellectual Property Rights necessary for the fulfilment of all its obligations under this Agreement including for the Customer's use and receipt of the Deliverables, and the Supplier shall not breach the provisions of any such necessary licences, consents, permissions and rights or cause the same to be breached;
- 5.4 The Supplier warrants that:
- (a) it shall comply with all Laws applicable to the Supplier in performing its obligations under this Agreement; and
 - (b) all personnel and sub-contractors used by the Supplier in the performance of this Agreement are adequately skilled and experienced for the activities they are required to perform.
- 5.5 All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this Agreement or any collateral contract, whether by statute, common law or otherwise, including the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and

Services Act 1982, are hereby excluded to the fullest extent permitted by Law.

6. Fees and payment

- 6.1 The Customer shall pay the Fees for the Deliverables as set out in the Order Form by direct debit.
- 6.2 Unless otherwise itemised in the Order Form, the Customer shall reimburse the Supplier for all actual, reasonable travel costs and expenses including travel, hotels and meals incurred by the Supplier in the course of providing the Deliverables.
- 6.3 All Fees payable under this Agreement are exclusive of all value-added and other taxes and duties applicable to the provision of the Deliverables, which shall be payable by the Customer. The Supplier shall provide the Customer with a valid VAT invoice.
- 6.4 Unless otherwise stated in the Order Form, the Supplier shall invoice the Customer monthly in arrears as of the last day of each month for all Deliverables provided by the Supplier during that preceding month. Payment of all amounts due shall be made by the Customer within thirty days of the invoice date.
- 6.5 Unless otherwise stated in the Order Form, the Supplier shall be entitled to increase its recurring Fees on each annual anniversary of the Effective Date. The amount of such increase shall be equal to the change in RPI in the 12 months preceding January of that year.
- 6.6 The Supplier reserves the right to increase the Fees commensurately to pass-on any increases in the corresponding fees of its suppliers from time to time.
- 6.7 If the Customer wishes to dispute any invoice, the Customer must notify the Supplier in writing of such dispute within 20 Business Days of receipt of the invoice, failing which the Customer will be deemed to have accepted the invoice.
- 6.8 The Customer shall make all payments properly due under the Agreement without any deduction whether by way of set off, counterclaim, discount, abatement or otherwise.
- 6.9 If the Customer fails to make any payment due to the Supplier under this Agreement by the due date for payment then, without limiting the Supplier's remedies under clause 12 (Term and termination):
- (a) the Customer shall pay interest on the overdue amount at the rate of 4% per annum above Barclays Bank's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount; and
 - (b) all sums owing by the Customer to the Supplier and any member(s) of the Supplier's Group (whether already invoiced or not) on any account and under any other agreement whatsoever shall immediately and automatically become due and payable; and
 - (c) the Supplier may suspend the provision of the Deliverables in whole or in part until payment has been received in full.
- 6.10 Without notice to the Customer, the Supplier may set off any liability of the Customer to the Supplier against any liability of the Supplier to the Customer such as a deposit held by the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under these Terms and Conditions or under

a separate agreement between the Customer and the Supplier. In this clause 6.10 references to the "Supplier" shall be construed as references to the Supplier and any member of the Supplier's Group. This clause 6.10 may be enforced by any member of the Supplier's Group.

7. Change control procedure

7.1 Subject to clause 3.5:

- (a) if either party wishes to change the scope of the Deliverables, it shall submit details of the requested change to the other in writing; and
- (b) neither party has an obligation to accept any changes unless and until the parties have agreed in signed writing the necessary variations to the Fees, any timescales stipulated in the Agreement and any other relevant terms of this Agreement to take account of the change.

8. Proprietary rights

8.1 Nothing in this Agreement affects either party's rights in and to any Intellectual Property Rights that existed prior to the Effective Date (including pre-existing Intellectual Property Rights of either party contained in or relating to Confidential Information).

8.2 The Customer acknowledges and agrees that, as between the parties, the Supplier and/or its licensors own all Intellectual Property Rights in the Deliverables and in all other materials connected with the provision of the Deliverables and/or developed or produced in connection with this Agreement by the Supplier, its officers, employees, sub-contractors, suppliers or agents. Except as expressly stated in this Agreement, this Agreement does not grant the Customer any rights to such Intellectual Property Rights.

8.3 The Supplier acknowledges and agrees that the Customer owns and retains all rights, title and interest in and to the Customer Data. Save to the extent necessary for the provision of the Deliverables and performance of its obligations under this Agreement, the Supplier shall have no rights to access, use or modify the Customer Data unless it has the prior written consent of the Customer.

8.4 The Supplier grants to the Customer a revocable, non-transferable, non-exclusive, royalty-free, worldwide licence for the Initial Term and any Extended Term(s) to the Supplier's Intellectual Property Rights solely to the extent and as incorporated by the Supplier into the Deliverables solely in connection with the Customer's (and its permitted sub-licensees') use of the Deliverables in accordance with this Agreement. The rights in this clause do not apply to any software which, to the extent supplied under this Agreement, shall be supplied in accordance with the licence terms detailed elsewhere in this Agreement.

8.5 The Customer grants to the Supplier a revocable, sub-licensable, non-transferable, non-exclusive, royalty-free, worldwide licence for the Initial Term and any Extended Term(s) to use, exploit, copy, reproduce, manufacture, sub-licence, modify, improve, enhance and make derivative works of the Customer's Intellectual Property Rights solely to the extent necessary to enable the Supplier to comply with its obligations under this Agreement.

8.6 The Supplier reserves all rights not expressly granted in this Agreement.

9. Data Protection

9.1 The following definitions apply in this clause 9:

(a) **Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures:** as defined in the Data Protection Legislation.

(b) **Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

(c) **Domestic Law:** the law of the United Kingdom or a part of the United Kingdom.

(d) **UK GDPR:** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

9.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 9 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

9.3 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor. The Customer shall instruct the Supplier in the writing of the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of Personal Data and categories of Data Subject. To the extent the Customer's instructions are not set out in the body of this Agreement, such instructions are hereby incorporated into this Agreement by reference.

9.4 Without prejudice to the generality of clause 9.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier and/or lawful collection of the Personal Data by the Supplier on behalf of the Customer for the duration and purposes of the Agreement.

9.5 Without prejudice to the generality of clause 9.2, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under the Agreement:

(a) process that Personal Data only on the documented written instructions of the Customer unless the Supplier is required by Domestic Law to otherwise process that Personal Data. Where the Supplier is relying on Domestic Law as the basis for processing Personal Data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits the Supplier from so notifying the Customer;

(b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality,

	integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);		
	(c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and		(a) the terms of this Agreement or any agreement entered into in connection with this Agreement;
	(d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:		(b) any information that would be regarded as confidential by a reasonable business person relating to:
	(i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;		(i) the business, assets, affairs, customers, clients, suppliers, of the disclosing party (or of any member of the Group to which the disclosing party belongs); and
	(ii) the Data Subject has enforceable rights and effective legal remedies;		(ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party (or of any member of the Group of companies to which the disclosing party belongs).
	(iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and	10.2	Representatives means, in relation to a party, its employees, officers, contractors, subcontractors, representatives and advisers.
	(iv) the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;	10.3	The provisions of this clause 10 shall not apply to any Confidential Information that:
	(e) assist the Customer in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;		(a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause 10);
	(f) notify the Customer without undue delay on becoming aware of a Personal Data Breach;		(b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
	(g) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Agreement unless required by Domestic Law to store the Personal Data; and		(c) was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;
	(h) maintain complete and accurate records and information to demonstrate its compliance with this clause 9 and immediately inform the Customer if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.		(d) the parties agree in writing is not confidential or may be disclosed; or
			(e) is developed by or for the receiving party independently of the information disclosed by the disclosing party.
9.6	The Customer consents to the Supplier, where necessary in order to fulfil its obligations under this Agreement, appointing third parties as a third-party processor of Personal Data under the Agreement. The Supplier confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement substantially on that third party's standard terms of business and in either case which the Supplier undertakes reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Customer and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 9.6.	10.4	Each party shall keep the other party's Confidential Information secret and confidential and shall not:
			(a) use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this Agreement; or
			(b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 10.
		10.5	A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the purpose of this Agreement, provided that:
			(a) it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
			(b) at all times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this clause 10.
10. Confidentiality		10.6	The Supplier acknowledges and agrees that the Customer Data is the Confidential Information of the Customer.
10.1	Confidential Information means all confidential information (however recorded or preserved) disclosed by a party or its Representatives (as defined below) to the other party and that party's Representatives including but not limited to:	10.7	A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by Law, by any governmental or other regulatory authority or by a court, arbitral or administrative tribunal or other

authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 10.7, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

10.8 Except as expressly stated in this Agreement, no party makes any express or implied warranty or representation concerning its Confidential Information.

10.9 The provisions of this clause 10 shall survive for a period of three years from termination or expiry of this Agreement.

10.10 Each party shall notify the other promptly of any breach or suspected breach of the provisions of this clause 10.

11. Limitation of liability

11.1 This clause 11 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

- (a) any breach of this Agreement;
- (b) any use made by the Customer of the Deliverables; and
- (c) any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

11.2 Except as expressly provided in this Agreement:

- (a) the Customer assumes sole responsibility for results obtained from the use of the Deliverables, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer in connection with the Deliverables, or any actions taken by the Supplier at the Customer's direction; and
- (b) all warranties, conditions and other terms implied by statute, common law or otherwise are, to the fullest extent permitted by law, excluded from this Agreement.

11.3 Nothing in this Agreement excludes or limits the liability of either party for:

- (a) death or personal injury caused by the Supplier's negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any other liability which cannot lawfully be excluded or limited; or
- (d) in the case of the Customer, the Customer's obligation to pay the Fees.

11.4 Subject to clause 11.3:

- (a) The Supplier shall not be liable whether in contract, tort (including for negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise for any loss of profits, loss of business, loss of data, loss of goodwill or anticipated savings or similar losses, or for any indirect or consequential loss, costs, damages, charges or expenses however arising; and
- (b) The Supplier's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether

innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the price paid for the Deliverables during the 12 months preceding the date on which a claim first arose.

12. Term and termination

12.1 This Agreement shall commence on the Effective Date. Unless terminated earlier in accordance with this clause 12, this Agreement shall continue in force for the Initial Term and shall automatically extend for successive 12 month periods (**Extended Term**) at the end of the Initial Term and at the end of any Extended Term. Either party may give written notice to the other party, not later than 120 days before the end of the Initial Term or the relevant Extended Term, to terminate this Agreement at the end of the then current Initial Term or the relevant Extended Term, as the case may be.

12.2 Without prejudice to any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

- (a) the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default for not less than 30 days after being notified in writing to make such payment;
- (b) the other party commits a material breach of any term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or;
- (d) the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- (e) a petition is filed, a notice is given, a resolution is passed, or an order is made for or in connection with the winding up of that other party (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (f) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.2(c) to (e) (inclusive); or
- (g) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

12.3 The Supplier may terminate this Agreement for convenience at any time by serving the Customer with not less than three months' prior written notice.

12.4 The party not affected by a continuing Force Majeure Event may terminate this Agreement in accordance with clause 13.1.

12.5 Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after expiry or termination of this Agreement shall remain in full force and effect.

- 12.6 Expiry or termination of this Agreement for any reason shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at expiry or termination.
- 12.7 On expiry or earlier termination of this Agreement for any reason:
- (a) the Supplier shall immediately cease provision of the Deliverables;
 - (b) the Customer shall pay to the Supplier all outstanding Fees, cancellation fees, expenses and interest due in relation to the Deliverables within seven days;
 - (c) subject to clause 12.8, each party shall return and make no further use of any equipment, property, materials and other items (and all copies of them) belonging to the other party; and
 - (d) if the Supplier receives, no later than ten days after the effective date of the expiry or termination of this Agreement for any reason, a written request for the delivery to the Customer of the most recent backup of the Customer Data, the Supplier shall deliver the backup to the Customer within 30 days of its receipt of such a written request in the format stored or in a format as otherwise reasonably requested by the Customer, provided that the Customer has at that time paid all fees and charges outstanding at (and including any resulting from) expiry or termination (whether or not due at the date of expiry or termination). Once such ten-day period has expired or the Supplier has, at the Customer's request, delivered to the Customer the most recent backup of the Customer Data (as applicable), the Supplier shall (subject to clause 12.8) promptly expunge from the Supplier's System and otherwise destroy or dispose of all of the Customer Data in its possession or control.
- 12.8 If a party is required by any law, regulation, or government or regulatory body to retain any documents or materials which it would otherwise be obliged to return or destroy under clause 12.7, it shall notify the other party in writing of such retention, where permitted, giving details of the documents or materials that it must retain.
- 12.9 The Supplier shall be considered to have satisfied its obligation to "expunge" or "destroy" or "dispose" of any electronic data, for the purposes of clause 12.7(d), where it puts such electronic data beyond use.
- 13. Force majeure**
- 13.1 Neither party shall have any liability to the other under this Agreement if it is prevented from, or delayed in, performing its obligations under this Agreement, arising from any Force Majeure Event, provided that:
- (a) the other party is notified of such an event and its expected duration; and
 - (b) it uses all reasonable endeavours to mitigate, overcome or minimise the effects of the Force Majeure Event concerned,
- and that if the period of delay or non-performance continues for four weeks or more, the party not affected may terminate this Agreement.
- 14. Anti-bribery and anti-slavery**
- 14.1 Each Party shall:
- (a) comply with all applicable Laws, relating to anti-bribery and anti-corruption, including the Bribery Act 2010 (**Relevant Requirements**);
 - (b) have and maintain in place throughout the term of this Agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements;
 - (c) promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of this Agreement;
- 14.2 In performing its obligations under this Agreement each Party shall not engage in any activity, practice or conduct that would constitute an offence under the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the United Kingdom;
- 15. General**
- 15.1 A waiver of any right or remedy is only effective if given in writing.
- 15.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 15.3 If any provision or part-provision of this Agreement is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
- 15.4 This agreement constitutes the entire agreement between the parties and supersedes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.
- 15.5 Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 15.6 Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement. Nothing in this clause shall limit or exclude any liability for fraud or fraudulent misrepresentation.
- 15.7 The Supplier may at any time assign, transfer, sub-contract, delegate, or deal in any other manner with all or any of its rights and obligations under this Agreement without the consent of the Customer.
- 15.8 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, sub-contract, delegate or deal in any other manner with any of its rights or obligations under this Agreement.
- 15.9 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, or constitute any party the agent of another party nor authorise any party to make or enter into any commitments for or on behalf of any other party.
- 15.10 Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 15.11 Other than as expressly stated elsewhere in this Agreement including clause 6.10, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

- 15.12 The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.
- 15.13 Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 16. Notices**
- 16.1 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand or by pre-paid Royal Mail special delivery post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case). Customer notices exercising a termination right shall also be emailed to: legalandregulatory@radius.com
- 16.2 Any notice shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address; or
 - (b) if sent by pre-paid Royal Mail special delivery post or other next Business Day delivery service, at 09:00 on the second Business Day after posting.
- 16.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 17. Governing law and jurisdiction**
- 17.1 This Agreement 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 in accordance with the Laws of England and Wales.
- 17.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive or non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Schedule 1: Hardware

1. Applicability of this Schedule

1.1. If and to the extent the Deliverables listed in the Order Form include Hardware, the provisions of this Schedule 1 shall apply.

2. Basis Of Sale

- 2.1. Without prejudice to the generality of clause 6.6, the Supplier reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of such of the Hardware as has not been delivered to reflect any increase in the cost to the Supplier which is due to market conditions or any factor beyond the control of the Supplier (including any foreign exchange fluctuation, currency regulation, alteration of duties, change in Law, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Hardware which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate information or instructions.
- 2.2. The Fees include the Supplier's costs of delivery to the Customer's premises as identified in the Order Form.
- 2.3. Unless the Customer buys additional warranty cover from the Supplier, the Hardware is supplied on the terms of the original manufacturer's warranty, to the exclusion of any other warranty to the extent permitted by Law.

3. Payment

- 3.1. Time for payment of the Fees shall be of the essence of the Agreement.
- 3.2. If the Customer fails to make payment in full on the due date, the whole of the balance of the Fees for the Hardware then outstanding shall become immediately due and payable and, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to:
- (a) terminate the Agreement or suspend any further deliveries of Hardware (whether ordered under the same contract or not) to the Customer;
 - (b) appropriate any payment made by the Customer to such of the Hardware (or the Hardware supplied under any other contract between the Customer and the Supplier) as it thinks fit (despite any purported appropriation by the Customer);
 - (c) suspend all further manufacture, delivery, installation or warranty service until payment has been made in full;
 - (d) make a storage charge for any undelivered Hardware at its current rates from time to time;
 - (e) stop any Hardware in transit; and
 - (f) a general lien on all Hardware and property belonging to the Customer, exercisable in respect of all sums lawfully due from the Customer to the Supplier. The Supplier shall be entitled, on the expiry of 14 days' notice in writing, to dispose of such Hardware or property in such manner and at such price as it thinks fit and to apply the proceeds towards the amount outstanding.
- 3.3. All sums payable to the Supplier under the Agreement shall become due immediately on its termination, despite any other provision of the Agreement. This paragraph 3.3 is without prejudice to any right to claim for interest under the law, or any right under the Agreement.

4. Delivery of Hardware

- 4.1. The Supplier shall use its reasonable endeavours to deliver the Hardware on the date or dates specified in the Supplier's acknowledgement of order, but any such date is approximate only. If no dates are so specified, delivery shall be within a reasonable time of acceptance of the order. Time is not of the essence as to the delivery of the Hardware and the Supplier is not in any circumstances liable for any delay in delivery, however caused.
- 4.2. The Hardware may be delivered by the Supplier in advance of the quoted delivery date on giving reasonable notice to the Customer.
- 4.3. Delivery shall be made during Business Hours. The Supplier may levy additional charges for any deliveries made outside such hours at the Customer's request.
- 4.4. The Customer shall be responsible (at the Customer's cost) for preparing the delivery location for the delivery of the Hardware and for the provision of all necessary access and facilities reasonably required to deliver and install the Hardware. If the Supplier is prevented from carrying out delivery or installation on the specified date because no such preparation has been carried out, the Supplier may levy additional charges to recover its loss arising from this event.
- 4.5. The Supplier shall be responsible for any damage, shortage or loss in transit, provided that the Customer notifies it to the Supplier (or its carrier, if applicable) within three days of delivery or the proposed delivery date of the Hardware and that the Hardware has been handled in accordance with the Supplier's stipulations. Any remedy under this paragraph 4.5 shall be limited, at the option of the Supplier, to the replacement or repair of any Hardware which is proven to the Supplier's satisfaction to have been lost or damaged in transit.
- 4.6. The Supplier does not guarantee the continuing availability of a particular item of Hardware. The Supplier reserves the right to add to, substitute or discontinue any Hardware.

5. Risk and Property

- 5.1. The Hardware shall be at the risk of the Supplier until delivery to the Customer at the place of delivery specified in the Supplier's acknowledgement of order. The Supplier shall off-load the Hardware at the Customer's risk.
- 5.2. Ownership of the Hardware shall pass to the Customer on the later of completion of delivery (including off-loading), or when the Supplier has received in full in cleared funds all sums due to it in respect of:
- (a) the Hardware; and
 - (b) all other sums which are or which become due to the Supplier from the Customer in respect of such Hardware.
- 5.3. Until ownership of the Hardware has passed to the Customer in accordance with paragraph 5.2, the Customer shall:
- (a) hold the Hardware on a fiduciary basis as the Supplier's bailee;
 - (b) store the Hardware (at no cost to the Supplier) in satisfactory conditions and separately from all the Customer's other equipment or that of a third party, so that it remains readily identifiable as the Supplier's property;

- (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Hardware; and
- (d) keep the Hardware insured on the Supplier's behalf for its full price against all risks with a reputable insurer to the reasonable satisfaction of the Supplier, ensure that the Supplier's interest in the Hardware is noted on the policy, and hold the proceeds of such insurance on trust for the Supplier and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.

5.4. Until ownership of the Hardware is transferred to the Customer in accordance with paragraph 5.2, the Customer grants the Supplier, its agents and employees an irrevocable licence at any time to enter any premises where the Hardware is or may be stored in order to inspect it, or where the Customer's right to possession has terminated, to remove it. All costs incurred by the Supplier in repossessing the Hardware shall be borne by the Customer.

6. Operating Software Licence

- 6.1. The price of the Hardware includes the licence fee for the Customer's right to use any operating system software installed thereon (**Operating Software**).
- 6.2. If the Customer is provided with any operating system software licence in respect of the Operating Software, the Customer shall sign and return it to the Supplier within seven days of installation of the Operating Software, unless the licence has been supplied on a "shrink-wrap" or "click-wrap" basis.
- 6.3. If no software licence has been provided to the Customer, the Customer hereby accepts a non-exclusive, non-transferable licence to use the Operating Software on the following conditions:
 - (a) the Customer shall not copy (except to the extent permissible under applicable law which is not capable of exclusion by agreement or for normal operation of the Equipment), reproduce, translate, adapt, vary or modify the software, nor communicate it to any third party, without Supplier's prior written consent;
 - (b) the Customer shall not use the Operating Software on any equipment other than the Hardware, and shall not remove, adapt or otherwise tamper with any copyright notice, legend or logo which appears in or on the Operating Software on the medium on which it resides;
 - (c) such licence shall be terminable by either party on 28 days' written notice, provided that the Supplier terminates only if the continued use or possession of the Operating Software by the Customer infringes the developer's or a third party's rights, or the Supplier is compelled to do so by law, or if the Customer has failed to comply with any term of the Agreement; and
 - (d) on or before the expiry of this licence, the Customer shall return to the Supplier all copies of the Operating Software in its possession.

Schedule 2: Software Licence Terms

1. Applicability of this Schedule

- 1.1. If and to the extent the Deliverables listed in the Order Form include Software, the provisions of this Schedule 2 shall apply.

2. Licence

- 2.1. In consideration of and upon payment of the applicable Fees, the Customer is granted a non-exclusive, non-transferable, revocable licence to use the Software for its internal business purposes during the Licence Period which shall commence on the date the Supplier activates the Software, subject to:
 - (a) the maximum number of concurrent users stated in the Order Form (if any);
 - (b) any restrictions stipulated in the Order Form; and
 - (c) the terms (**Third Party Licence Terms**) set out:
 - i. in the Software proprietor's end user licence agreement (**EULA**), as published on the Software proprietor's website or otherwise notified to the Customer; and/or
 - ii. in any "shrink-wrap" or "click-wrap" licence terms for the Software,
 and such Third Party Licence Terms are hereby incorporated into this Agreement by reference.
- 2.2. In addition to any audit rights set out in the Third Party Licence Terms, the Customer shall permit the Supplier to inspect and have access to any premises (and to the computer equipment located there) at or on which the Software is being kept or used, and have access to any records kept in connection with this licence, for the purposes of ensuring that the Customer is complying with the terms of this licence, provided that the Supplier provides reasonable advance notice to the Customer of such inspections, which shall take place at reasonable times.

3. Indemnity

- 3.1. The Customer shall indemnify and hold the Supplier harmless against any loss or damage which it may suffer or incur as a result of the Customer's breach of any of the Third Party Licence Terms howsoever arising.

Schedule 3: Backup Services

1. Applicability of this Schedule

- 1.1. If and to the extent the Deliverables listed in the Order Form include Backup Services, the provisions of this Schedule 3 shall apply.

2. Cloud to Cloud Backup

- 2.1. The Supplier shall provide Cloud to Cloud Backup services for the number of Workloads identified in the Order Form. The Supplier reserves the right to increase the monthly Fees in the event the number of Workloads exceeds such limit. In this paragraph "**Workload**" shall mean an endpoint which is backed up by virtue of the Cloud to Cloud Backup Services.

- 2.2. The Cloud to Cloud Backup services shall commence on the date of activation by the Supplier and endure for the period identified in the Order Form.
- 2.3. The Supplier shall provide access to a remote network of computing resources, the “Cloud”. The Supplier will copy Workloads or other pre-agreed endpoints and store such copies in the Cloud as part of a scheduled backup exercise. The Customer can access such backed up resources in the Cloud via the internet.

3. Physical Server Backup

- 3.1. The Supplier shall provide Physical Server Backup services up to a maximum amount of storage identified in the Order Form. The Supplier reserves the right to increase the monthly Fees in the event the storage requirement exceeds such limit.
- 3.2. The Physical Server Backup services shall commence on the date of activation by the Supplier and endure for the period identified in the Order Form.
- 3.3. The Supplier shall provide full-image and file-level backup and recovery to safeguard Workloads on more than 20 platforms.
- 3.4. Both the Recovery Point Objective (**RPO**) and the Recovery Time Objective (**RTO**) is near zero, where:
 - 3.4.1. **RPO** refers to calculating how much data loss a Customer can experience within a period most relevant to its business before significant harm occurs, from the point of a disruptive event to the last data backup; and
 - 3.4.2. **RTO** refers to the amount of time that an application, system and process can be down without causing significant damage to the Customer and the time spent restoring the application and its data to resume normal business operations after a significant incident.

Schedule 4: Professional Services

1. Applicability of this Schedule

- 1.1. If and to the extent the Deliverables listed in the Order Form include Professional Services the provisions of this Schedule 4 shall apply.

2. Cancellation

- 2.1. The Supplier shall be entitled to levy the following fees in the event the Customer cancels the Professional Services within the following notice periods prior to scheduled commencement:
 - (a) Less than 10 Business Days' but more than 5 Business Days' notice: 50% of the Professional Services Fees otherwise due; and
 - (b) 5 Business Days' or less notice: 100% of the Professional Services Fees otherwise due.
- 2.2. In the event the Customer cancels the Professional Services prior to scheduled commencement, the Customer shall reimburse any non-refundable expenses already incurred by the Customer including hotel bookings, flight or rail tickets.

3. Downtime

- 3.1. The Customer acknowledges and agrees that provision of certain Professional Services may require temporary downtime of the Customer's IT infrastructure, for example to apply a patch or upgrade. In such circumstances the Supplier shall give the Customer reasonable advance notice where possible and seek to arrange the downtime during a mutually acceptable date and time.

Schedule 5: IT Support

1. Applicability and Definitions

- 1.1. If and to the extent the Deliverables listed in the Order Form include IT Support, the provisions of this Schedule 5 shall apply.
- 1.2. In this Schedule the following terms have the following meaning:
 - (a) **Assets:** the IT assets identified in the Order Form for which IT Support shall be provided.
 - (b) **Resolution:** the Supplier has resolved the support call, which may be the provision of a workaround. Resolve shall be construed accordingly.
 - (c) **Response:** the Supplier has issued an acknowledgement of receipt of the User's support call, such acknowledgement may be automatically issued. Respond shall be construed accordingly.
 - (d) **Support Team:** the Supplier's dedicated team which provides the IT Support.
 - (e) **Users:** the Customer's personnel who use the Assets.

2. Scope of IT Support

- 2.1. The Supplier will provide IT Support for the Assets to the number of Users specified in the Order Form.
- 2.2. Unless otherwise specified in the Order Form, IT Support shall be provided during Business Hours only.
- 2.3. In the event of an incident affecting its IT services, the User shall request IT Support from the Support Team via the dedicated telephone number or email address notified by the Supplier to the Customer.
- 2.4. The Supplier shall use reasonable endeavours to process IT Support requests, issue trouble ticket tracking numbers if necessary, determine the source of the incident and respond to the Customer. The Supplier shall use reasonable endeavours to respond to and resolve all IT Support requests within the time periods specified below, according to priority.
- 2.5. The Supplier shall determine the priority of any incident in accordance with the following table.

Priority	Description	Target Response Time	Target Resolution Time
1	The Assets are completely inaccessible. Priority 1 incidents shall be reported by telephone only.	Within 30 minutes during Business Hours.	Four Business Hours. Continuous effort after initial response and with Customer co-operation.
2	Operation of the Assets is severely degraded, or major components of the Assets are not operational and work cannot reasonably continue. Priority 2 incidents shall be reported by telephone only.	Within two Business Hours.	Within one Business Day after initial response.
3	Certain non-essential features of the Assets are impaired while most major components of the Assets remain functional.	Within four Business Hours.	Within five Business Days after initial response.
4	Errors that are non-disabling or cosmetic and clearly have little or no impact on the normal operation of the Assets.	Within eight Business Hours.	When reasonably possible.
5	Advice and Guidance, no services affected	Within 40 Business Hours	When reasonably possible.

2.6. IT Support excludes:

- (a) the support of any application software or operating software not supplied by the Supplier;
- (b) hardware repair and replacement; if the Supplier identifies an incident is caused by or contributed to by a problem with hardware the Supplier will recommend the Customer gets the hardware repaired or replaced (as appropriate in the Supplier's sole opinion) and no further support will be available for incidents caused by the problematic hardware; and
- (c) the support of any operating system software which, since being provided by the Supplier, has reached end of life and/or is no longer supported by its software proprietor, in such circumstances the Supplier will give the Customer a quote to buy a replacement or upgrade, as appropriate.

2.7. If a Priority 1 or Priority 2 incident has not been resolved within the target resolution time, the incident shall be escalated to the Supplier's Head of IT. If the incident is not resolved, then after each successive increment of the target resolution time the incident shall be escalated to the Supplier's Regional Director.

3. Downtime

3.1. The Customer acknowledges and agrees that provision of IT Support may require temporary downtime of the Customer's IT infrastructure, for example to apply a patch or upgrade. In such circumstances the Supplier shall give the Customer reasonable advance notice where possible and seek to arrange the downtime during a mutually acceptable date and time.

Schedule 6: Customer Obligations

The Customer shall at all times during the Initial Term and any Extended Term(s):

1. If and to the extent not provided by the Supplier under this Agreement, ensure that its IT systems have appropriate and up to date internet facing firewalls in place and anti-virus software installed to prevent internet attackers from hacking its systems. Radius is not responsible for any cyber incidents caused or contributed to by an act or omission of the Customer or its personnel.
2. Provide the Supplier with both remote and physical access to its IT systems as and when required during Business Hours for the purposes of fulfilling its obligations under this Agreement.
3. Supply all necessary hardware, spares, connectivity and electrical power plus suitable premises for the receipt and full use of the Deliverables, as specified by the Supplier from time to time.

Schedule 7: Personal Data

This Schedule sets out the Customer's instructions for the processing of Personal Data, as required by Article 28(3) of the UK GDPR.

Description	Details
Subject matter of the processing	The provision of IT Services.
Duration of the processing	The term of the Agreement and as required for the provision of post Agreement support.
Nature and purposes of the processing	Personal Data will be processed in the provision of IT Services and all associated necessary administration of the Agreement.
Type of Personal Data	Name, job title, email address, telephone number.
Categories of Data Subject	Employees of the Customer.
Obligations and rights of the Controller	As set out in the Agreement.
Plan for return and destruction of the data once the processing is complete	<p>Personal data will be retained for 7 years after expiry or earlier termination of the Agreement, at which point it will be and deleted from the Supplier's servers.</p> <p>Upon request upon expiry or earlier termination of the Agreement, data will be transferred in a reasonable and accessible format by the Supplier to the Customer, e.g. CSV files.</p>