

Creative Network Consulting Limited

Terms and Conditions of Sale



1. INTERPRETATION

1.1 Definitions. In these Conditions, the following definitions apply:

Applicable Law: means:

- a) any applicable statute, regulation, or other law or byelaw, or any rule, code, judgment, decision or direction having the force of law;
- b) any guidelines or other requirements of relevant regulatory authorities which have the force of law, together with any industry codes of practice,

in the United Kingdom or any relevant part thereof, including any EU legislation (including any EU regulation, EU decision, EU tertiary legislation or provision of the European Economic Area) which is retained in domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018) as modified by domestic law from time to time.

as a Service or aaS means a consumption-based service model where the Supplier makes available technology services formed of licensing, software, platforms, infrastructure, or other technology solutions to the Customer over a network (including the internet). Additionally as a Service or “aaS” extends to operational services or outsourced functional services, provided by the Supplier’s technical resource team;

Business Day: a day other than a Saturday, Sunday, or public holiday in England, when banks in London are open for business;

Change of Control: means the sale of all or substantially all the assets of a party; any merger, consolidation or acquisition of a party with, by or into another corporation, entity or person; or any change in the direct or indirect ownership of more than fifty percent (50%) of the voting capital stock of a party in one or more related transactions;

Commencement Date: means the Order Commencement Date or Services Commencement Date, as applicable;

Committed Costs: means all and any of the following, whether incurred or to be incurred, at any time, in connection with the provision of Goods or Services under this Contract: (i) any committed costs not yet paid; (ii) any sunk costs already spent; (iii) any other irrecoverable costs of the Supplier, including: in the event a Statement of Work is terminated before the Services Commencement Date, any costs (including costs of resource) spent on the pre-sales process, the proposal stage, workshops or other project setup costs; or, as payable to third parties for terminating contracts with such third parties, provided such costs can be evidenced on reasonable request;

Conditions: these terms and conditions as amended from time to time in accordance with clause 15.8, including the terms and conditions of any attached schedules;

Consultancy Services: means any professional services performed by the Supplier's Personnel for the Customer;

Contract: this Contract between the Supplier and the Customer for the supply of Goods or Services (or both) entered into pursuant to an Order or Statement of Work and incorporating these Conditions;

Customer: the entity which purchases the Goods and/or Services from the Supplier under an Order or Statement of Work;

Customer IPR: means the IPR owned or licensed by the Customer independently of this Contract and any IPR provided by, for or on behalf of the Customer or any Group Company to the Supplier in connection with the performance or receipt of the Services;

Data Protection Legislation: "Data Protection Legislation" means all applicable data protection or privacy laws, including the General Data Protection Regulation 2016/679 ("GDPR"), the retained EU law version of the GDPR (the "UK GDPR"), the UK Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 as amended, any applicable EU Member State data protection and privacy law or implementation, the Swiss Federal Data Protection Act of 25 September 2020, and "Controller" "Data Subject" "Personal Data" "Personal Data Breach" "Processor", "Processing" (and "Process" and "Processed" shall be construed accordingly) shall have the corresponding meaning sets out in the Data Protection Legislation;

Deliverables: any deliverables set out in an Order or Statement of Work;

Delivery Location: has the meaning set out in clause 3.2;

Force Majeure Event: has the meaning given to it in clause 13.1;

Goods: the goods (or any part of them) provided by the Supplier as specified in an Order or Statement of Work, including IT hardware and/or Software;

Goods Specification: any specification for the Goods, including any relevant plans or drawings, that is agreed in writing by the Customer and the Supplier, including as provided in a Statement of Work or Order;

Group: in relation to a company, that company, any subsidiary or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Each company in a Group is a member of the Group.

Group Company: in relation to a company, any member of its Group.

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

Order: the Customer's order for the supply Goods and/or Services under this Contract, as set out in the Customer's purchase order form, or the Customer's written acceptance of the Supplier's quotation, as the case may be;

Order Commencement Date: has the meaning set out in clause 2.1;

Order Term: means where i) expressly stated in the Order the period during which the Supplier is to provide the Goods or Services to the Customer or ii) not expressly stated, the period of 1 year from the Order Commencement Date;

Personnel: means employees, contract staff and independent contractors of either party that fulfil such party's obligations in connection with this Contract;

Project IPR: means all IPR other than the Supplier IPR, arising as a result of or in connection with the performance of the Services, including in any Deliverables, any proposals, information, data, documents and reports, whether accepted or rejected, which are developed or delivered pursuant to the provision of or relating to the Services;

Managed IT Services: means any ongoing administrative management, support, and maintenance services performed by or on behalf of the Supplier with respect to the Customer's on-premises information technology environment, systems, networks, hardware and cloud services procured by the Customer.

Sanctions Authority: means the United Kingdom, United States of America, United Nations, European Union and any other applicable local, national or multinational government agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for imposing or administering sanctions

Sanctioned Entity: means any person or entity which is, or which is owned or controlled directly or indirectly by a person or entity which is, the subject of sanctions imposed by, or on a designated sanctions list published by, a Sanctions Authority, and in this Agreement, the words 'owned or controlled directly or indirectly' have the meaning given in regulation 7 of the Russia (Sanctions) (EU Exit) Regulations 2019 (SI 2019/855) or other applicable Sanctions Laws

Sanctions Laws: means all Applicable Law relating to sanctions and embargoes, applicable to either party or to the performance of this Agreement and including the Russia (Sanctions) (EU Exit) Regulations 2019 (SI 2019/855)

Services: means the services agreed between the parties as set out in an Order or Statement of Work;

Services Specification: any specification for the Services that is agreed in writing by the Customer and the Supplier, including as provided in a Statement of Work or Order;

Services Commencement Date: means in respect of a Statement of Work, the date as specified in each Statement of Work upon which the Supplier first starts to perform the Services (or part thereof) under such Statement of Work;

Software: means software licensed by the Supplier as specified under an Order or Statement of Work;

SOW Term: means the period as stated in each Statement of Work during which the Supplier is to provide the Goods and/or Services to the Customer, and any extension to that period agreed in writing between the parties;

Statement of Work: means a document that describes the Goods and/or Services to be supplied pursuant to this Contract.

Supplier: means Creative Network Consulting Ltd, registered in England and Wales with company number 07695745;

Supplier IPR: means the IPR which is owned by, developed by, or licensed to the Supplier independently of this Contract;

Third Party Product: means hardware or software provided by the Supplier but which is not manufactured or developed by the Supplier;

TUPE: means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time.

1.2 Construction.

In these Conditions, the following rules apply:

- (a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its personal representatives, successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- (e) a reference to **writing** or **written** includes e-mails; and
- (f) references to the singular include the plural and vice versa.

2. BASIS OF CONTRACT

2.1 Terms applicable to Orders

2.1.1 The provisions of this clause 2.1 shall apply to Contracts for Orders only.

2.1.2 An Order constitutes an offer by the Customer to purchase Goods or Services (or both) in accordance with these Conditions. An Order shall only be deemed to be accepted when the Supplier issues written acceptance of such Order, at which point and on which date this Contract shall come into existence (Order Commencement Date) and shall continue for the Order Term.

- 2.1.3 This Contract shall remain in place for the Order Term. The Order Term shall thereafter continue on a rolling basis for a term equivalent to the initial Order Term, until and unless terminated in accordance with clause 2.1.4.
- 2.1.4 Should the Customer not wish for the Order to renew under the Contract the must issue the Supplier with 90 days' notice prior to the end of the then present Order Term.

2.2 Terms applicable to Statements of Work

- 2.2.1 The provisions of this clause 2.2 shall apply to Contracts for Statements of Work only.
- 2.2.2 A Statement of Work shall only be deemed to be accepted when both parties sign such Statement of Work. Each Statement of Work shall commence on the Services Commencement Date and, subject to the provisions of this Contract, shall continue for the SOW Term.
- 2.2.3 This Contract shall remain in place for the SOW Term unless agreed otherwise in writing between the parties.

2.3 Terms applicable to Orders and Statements of Work

- 2.3.1 This Contract constitutes the entire agreement and understanding between the parties in respect of the subject matter of this Contract and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 2.3.2 The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given (innocently or negligently) by or on behalf of the Supplier which is not set out in this Contract. The Supplier shall not be liable for any recommendations, advice or guidance given unless such statements are expressly included within the applicable Statement of Work or Order. The Customer waives all rights and remedies which, but for this clause, might otherwise be available to it in respect of any such statement, promise, representation, assurance or warranty, and the Customer acknowledges that the only remedy available for any statement, representation, assurance or warranty set out in the Contract (or any document referred to in it) is for breach of contract under the terms of this Contract.
- 2.3.3 Nothing in the Contract shall limit or exclude any liability of either party for fraud or fraudulent misrepresentation.
- 2.3.4 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Supplier's proposals are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of this Contract or have any contractual force.
- 2.3.5 This Contract will be subject to these Conditions to the exclusion of all other terms, conditions, provisions and statements including any terms and conditions which the Customer purports to apply under any Order, acknowledgement or confirmation of order or delivery, specification or any other document issued by the Customer (whether introduced or made prior to or subsequent to entering into this Contract) or which are implied by trade, custom, practice or course of dealing.
- 2.3.6 Any quotation given by the Supplier shall not constitute an offer and is only valid for a period of 20 Business Days from its date of issue (unless agreed otherwise by the Supplier).

2.3.7 All of these Conditions shall apply to the supply of both Goods and Services, except where application to one or the other is specified.

3. DELIVERY OF GOODS

3.1 The Supplier shall use reasonable endeavours to:

- (a) Request that the third-party distributor of the Goods, who is not a party to this Contract, shall upon each delivery of the Goods provide the Customer with a delivery note which shows the date of the Order, all relevant Customer and Supplier reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- (b) Ensure that if the Supplier requires the Customer to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense.

3.2 The Supplier shall deliver the Goods to the location set out in the Order or Statement of Work or such other location as the parties may agree in writing, including as agreed in a Statement of Work (**Delivery Location**).

3.3 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.

3.4 Any dates quoted for delivery of the Goods are estimates only, and the time of delivery shall not be of the essence.

3.5 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any delay in delivery of the Goods or failure to deliver the Goods to the extent that such delay or failure is caused by: (i) a Force Majeure Event; or (ii) the Customer's failure to provide the Supplier with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.

3.6 If the Customer fails to take delivery of the Goods within twenty (20) Business Days of the Supplier notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by the Supplier's failure to comply with its obligations under this Contract in respect of the Goods, the following provisions shall apply:

- (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which the Supplier notified the Customer that the Goods were ready;
- (b) the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance costs) and any further transportation costs; and
- (c) the Supplier shall not be liable for the costs and expenses incurred by the Customer in obtaining replacement goods in accordance with clause 3.5.

3.7 If the Customer has not taken delivery of the Goods within thirty (30) Business Days from the date the Supplier notified the Customer that the Goods were ready for delivery, the Supplier may resell or otherwise dispose of part or all of the Goods and (i), after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or (ii) charge the Customer for any shortfall below the price of the Goods along with reasonable storage and selling costs.

3.8 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

3.9 In regard to damage in transit, the Customer shall examine the Goods upon delivery and shall notify the Supplier in writing as soon as possible (and in any event within three (3) working days from delivery) of any visible damage to or short delivery of the Goods, in which case the Supplier shall make good any shortage in the Goods and replace any Goods damaged in transit within a reasonable timeframe. In the absence of any notification by the Customer in accordance with this clause 3.9, the Customer shall be deemed to have accepted the Goods and the Supplier shall not be liable for any damage to, or short delivery of, the Goods.

4. QUALITY OF GOODS

4.1 To the extent that the Supplier has the right to do so, the Supplier shall pass down the benefit of any guarantee or warranty to the Customer that may have been given to the Supplier by a third-party manufacturer or supplier in regard to the Goods (the “**Third-Party Warranty**”).

4.2 On request, the Supplier shall supply to the Customer (insofar as is possible) details of the terms and conditions of any Third-Party Warranty, provided that the Customer shall be responsible for instructing itself on the terms of the same and ensuring full compliance with the terms thereof.

4.3 The Customer shall ensure that the Goods are properly serviced, maintained, and operated in accordance with any Third-Party Warranty, and are not fitted or used with

any parts, accessories or ancillary equipment other than those stated in writing by the Supplier (or third-party manufacturer or supplier) to be suitable.

4.4 Where a Third-Party Warranty is provided in accordance with clause 4.1, and subject always to clause 4.5, if:

- (a) the Customer gives notice in writing within a reasonable time of discovery that some or all of the Goods do not comply with any Third-Party Warranty; and
- (b) the Supplier is given a reasonable opportunity to examine such Goods and as a result of this examination agrees that the Goods do not comply with any Third-Party Warranty; and
- (c) the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost,

then the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full. The Supplier shall act reasonably in determining whether the Goods comply with any Third-Party Warranty when examining the Goods in accordance with clause 4.4(b).

4.5 The Supplier shall not be liable for the Goods' failure to comply with any Third-Party Warranty if:

- (a) the Customer makes any further use of such Goods after giving a notice in accordance with clause **Error! Reference source not found.**;
- (b) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods, or (if there are none) good trade practice;
- (c) the defect arises as a result of the Supplier following any drawing, design or Goods Specification supplied or agreed to by the Customer;
- (d) the Customer alters or repairs such Goods without the written consent of the Supplier;
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;
- (f) the Goods differ from the Goods Specification as a result of changes made to ensure they comply with Applicable Law;
- (g) the Goods require a corresponding software update in order to function properly, which is unobtainable by the Supplier and which is not within the Supplier's remit of control.

4.6 Except as provided in this clause 4, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with any Third-Party Warranty, where one has been provided pursuant to clause 4.1 of these Conditions

4.7 The terms of this clause 4 shall apply to any repaired or replacement Goods supplied by the Supplier under clause **Error! Reference source not found.**

4.8 The terms of this clause 4 do not apply to the provision of Software. Software is provided with the benefit of the third-party provider's warranty (if any) within the applicable end user licence agreement, and the Customer is bound by the terms of such agreement.

5. TITLE AND RISK

5.1 The risk in the Goods shall pass to the Customer on completion of delivery in accordance with clause 3.3.

5.2 Title to the Goods shall not pass to the Customer until the Supplier receives payment in full (in cleared funds) for the Goods and any other goods that the Supplier or its Group Companies have supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums.

5.3 Until title to the Goods has passed to the Customer, the Customer shall:

- (a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's (or other Group Company's if applicable) property;
- (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;
- (d) notify the Supplier immediately if it becomes subject to any of the events listed in clause 12.1(c) to clause 12.1(m); and
- (e) give the Supplier such information relating to the Goods as the Supplier may require from time to time.

5.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 12.1(c) to clause 12.1(m), then, without limiting any other right or remedy the Supplier may have:

- (a) the Customer's right to use them in the ordinary course of its business ceases immediately; and
- (b) the Supplier may at any time:
 - (i) require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; or

- (ii) if the Customer fails to deliver up all Goods promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.
- (iii) 5.5 The terms of this clause 5 does not apply to the provision of Software.

6. SUPPLY OF SERVICES

- 6.1** The Supplier shall use all reasonable endeavours to provide the Services to the Customer in accordance with the applicable Statement of Work or Order.
- 6.2** The Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified in the Services Specification, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 6.3** The Supplier shall have the right to make any changes to the Services which:
 - (a) are necessary to comply with any Applicable Law or safety requirement; or
 - (b) do not materially affect the nature or quality of the Services,
 - (c) and the Supplier shall notify the Customer in any such event.
- 6.4** The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.
- 6.5** The Customer acknowledges and agrees that to the extent the Services are comprised of the Supplier's Managed IT Services or aaS solutions, the provision of such services will be governed by the Supplier's Master Services Agreement, available at: <https://www.creative-itc.com/MSA.pdf>

7. CUSTOMER'S OBLIGATIONS

- 7.1** The Customer shall:
 - (a) ensure that the terms of the Order or Statement of Work (including any Goods Specification or Services Specification) are complete and accurate;
 - (b) co-operate with the Supplier in all matters relating to the Services;
 - (c) provide the Supplier, its Personnel and its subcontractors, with access to the Customer's premises, sites, office accommodation, equipment and other facilities as reasonably required by the Supplier to provide the Services;
 - (d) provide the Supplier with such information and materials as the Supplier may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
 - (e) prepare the Customer's premises for the supply of the Services;

- (f) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and
- (g) keep and maintain all 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.

7.2 If the Supplier's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

- (a) the Supplier shall, without limiting its other rights or remedies, have the right to (i) suspend performance of the Services until the Customer remedies the Customer Default; and (ii) rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
- (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 7.2; and
- (c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

7.3 The Customer shall comply with (and where required will formally accept by clicking, or where necessary signing and returning to the Supplier or the vendor of a Third Party Product within any timeframes specified by the Supplier), any standard software licence agreement or end-user licence agreement (**EULA**) which may apply to the Customer's use of a Third Party Product.

7.4 Where an Order or Statement of Work includes the provision of cloud-based software or related support services, including in relation to any Third-Party Product, the Customer authorises the Supplier to enter into contracts with the relevant third-party provider on the Customer's behalf for the supply of such software or services, where required.

7.5 In cases where the Supplier enters into contracts on behalf of the Customer in accordance with clause 7.4, the Customer shall be bound by and shall comply with all the terms and conditions of the third-party provider that relate to such cloud software and support services. The Supplier will facilitate the Customer's use of such services; however the relevant third-party provider is the actual and underlying provider of such software and services and owns and operates the equipment and technology used to deliver those services. The Supplier is not liable for, and cannot provide any guarantee or warranty related to such third-party provider or the cloud software and support services (or any

other Third Party Products or services). In addition, the Customer acknowledges and agrees to sign such separate agreements with the third-party provider of cloud software and support services as may be required, including any end-user licence agreements.

- 7.6** The Customer shall indemnify and hold harmless the Supplier from and against all third-party claims arising from or in connection with (i) any failure by the Customer to accept, perform or comply with any software agreement, end-user licence agreement or other third-party provider terms and conditions (including with respect to Third Party Products); and/or (i) the Customer's use of any Software and/or associated support services.

8. CHARGES AND PAYMENT

- 8.1** The price for Goods or Services shall be:

- (a) the price set out in the Order, to the extent such Order has been accepted in writing by the Supplier; or
- (b) the agreed Statement of Work,
- (c) as applicable.

- 8.2** Notwithstanding clause 8.1, the price set out in any Order or Statement of Work is an estimate only and is subject to change depending on local charges, taxes or rates which may vary the final price, where applicable.

- 8.3** Subject to clause 8.8, the price of the Goods is inclusive of all costs and charges of packaging, insurance and transport of the Goods. These costs and charges are subject to change depending on local charges, taxes or rates which may vary the final price, where applicable.

- 8.4** Where the charges for Services are calculated on a time and materials basis within an Order or Statement of Work:

- (a) the charges shall be calculated in accordance with the costs of materials, labour, sub-contracts, transport, taxes and duties and all other relevant costs at the date of the Order or as agreed in a Statement of Work;
- (b) the Supplier's charges for each individual person are calculated on the basis of an eight-hour day from 9.00 am to 5.00 pm worked on Business Days;
- (c) the Supplier shall be entitled to vary the charge for any time worked by individuals whom it engages on the Services outside the hours referred to in clause 8.4(b); and
- (d) the Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, provided these are agreed with the

Customer in advance of being incurred, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.

8.5 The Supplier reserves the right to:

- (a) increase its standard daily fee rates for the charges for the Services at any time, provided that the Supplier will give the Customer written notice of any such increase at least one (1) month before the proposed date of the increase. If such increase under this clause 8.5(a) is not acceptable to the Customer, it shall notify the Supplier in writing within 3 weeks of the date of the Supplier's notice and the Supplier shall have the right, without limiting its other rights or remedies, to terminate this Contract by giving one (1) week's written notice to the Customer; and
- (b) without prejudice to its rights identified in clause 8.5 (a), increase its standard daily fee where Services have been ordered by the Customer but not yet provided by the Supplier, for reasons outside of the Supplier's reasonable control (including the Customer not scheduling dates for the delivery of the Services), for a period of 6 months. The Supplier shall be entitled to increase its standard daily fee rates without notice to the Customer and shall be entitled to invoice the Customer for the difference between the daily fee initially paid and the increased standard daily fee;
- (c) increase the price of the Goods, by giving notice to the Customer at any time, to reflect any increase in any input costs of the Supplier (forming part of or connected to the Goods) that is due to:
 - (i) any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - (ii) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or
 - (iii) any delay caused by any instructions of the Customer in respect of the Goods, or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods.
- (d) Notwithstanding clauses 8.5(a), 8.5(b) and 8.5(c), increase the charges (including any fixed charges) for Services or Goods: (i) annually in line with any increase in the UK Consumer Price Index (CPI); or (ii) at any time over the applicable Order Term or SOW Term in the event the Supplier suffers cost inflation in providing the Services and/or Goods as a direct result of complying with changes to Applicable Law. If either such event occurs, the Supplier shall be entitled to increase the charges on at least thirty (30) days' written notice to the Customer, to reflect such increase to the Supplier's costs.

8.6 In respect of Goods, the Supplier shall invoice the Customer on or at any time after delivery, although it may request the Customer to pay funds on account before this time. In respect of Services, the Supplier shall invoice the Customer monthly in arrears, unless agreed otherwise in a Statement of Work or Order.

8.7 The Customer shall pay each invoice submitted by the Supplier:

- (a) within 30 days of the date of the invoice; and
- (b) in full and in cleared funds to a bank account nominated in writing by the Supplier, and

time for payment shall be of the essence of this Contract.

8.8 All amounts payable by the Customer under this Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under this Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.

8.9 If the Customer fails to make any payment due to the Supplier under this Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above Barclay'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.

8.10 The Customer shall pay all amounts due under this Contract in full without any set-off, counterclaim, deduction or withholding. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer or claimed by the Supplier against the Customer, against any amount owned to the Customer

8.11 In the event that the Customer, having agreed a time for delivery of Consultancy Services, cancels or materially amends a booking for Consultancy Services (whether temporarily or indefinitely) then the following cancellation charges shall apply:

- (a) cancellation within 24 hours of the agreed date for work commencing: 100% of the agreed charges for such Consultancy Services;
- (b) cancellation between 24 and 96 hours of the agreed date for work commencing: 75% of the agreed charges for such Consultancy Services;
- (c) cancellation exceeding 96 hours prior to the agreed date for work commencing: 50% of the agreed charges for such Consultancy Services; and
- (d) all charges reasonably incurred by the Supplier in fulfilling the booking up until the date of receipt of the amendment or cancellation.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1** The Supplier is the owner or licensed user of the Supplier IPR, and except as specified within this clause 9, nothing in this Contract shall confer on the Customer any right, title or interest in the Supplier IPR.
- 9.2** The Customer is the owner or licensed user of the Customer IPR, and except as expressly specified in this clause 9, nothing in this Contract or otherwise shall confer on the Supplier or its Personnel any right, title or interest in the Customer IPR.
- 9.3** Subject to the Customer obtaining all necessary consents from third party licensors, the Customer hereby grants to the Supplier a non-exclusive, sub-licensable, revocable, royalty-free, worldwide licence for the applicable Contract Term to use such of the Customer IPR strictly for the purposes of and to the extent necessary to perform its obligations under this Contract.
- 9.4** The Supplier shall own all IPR in the Project IPR, unless agreed otherwise in a Statement of Work or Order.
- 9.5** Subject to clause 9.7 below which shall apply to any Software provided by the Supplier to the Customer, the Supplier agrees to, and shall grant to the Customer, a non-exclusive, non-transferable, revocable, royalty-free licence to use the Supplier IPR and the Project IPR during either the applicable Contract Term for the sole purpose of receiving the Services pursuant to the relevant Statement of Work or the equivalent applicable term for any Services agreed in an Order (for the sole purpose of receiving the Services pursuant to such Order).
- 9.6** The Customer hereby confirms that the Supplier's compliance with any instructions given in relation to the Supplier's use of any Customer IPR shall not cause the Supplier to infringe the rights of any third party.
- 9.7** Where the Goods include Software, the title to and the Intellectual Property Rights in such Software shall not pass to the Customer, and shall at all times and for all purposes vest and remain vested in the third party software owner. The Customer is licensed to use such Software in accordance with these Conditions and the EULA applicable to such Software.
- 9.8** Except as expressly permitted by law or the terms of the applicable EULA, the Customer must not seek to reverse engineer any Software nor create any software intended to replicate the facilities and functionality of the Software.

10. CONFIDENTIALITY AND DATA PROTECTION

- 10.1** Each party receiving information under this Contract (**Receiving Party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature, any confidential information

concerning the disclosing party's business, its products or services, or any other information which could reasonably be considered as confidential by its very nature (**Confidential Information**) which has been disclosed to the receiving party by the other party (**Disclosing Party**), its Personnel or subcontractors. The Receiving Party shall only disclose Confidential Information to those of its Personnel, subcontractors, auditors and professional advisors who need to know it for the purpose of discharging the Receiving Party's obligations under this Contract, and shall ensure that such Personnel, subcontractors, auditors and professional advisors are bound by, and comply with, obligations of confidentiality at least as comprehensive as the obligations within this clause 10. The Receiving Party may also disclose such of the Disclosing Party's Confidential Information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction, provided that the Receiving Party shall, as far as it is legally permitted, provide the Disclosing Party with immediate written notice of any request for disclosure so that the Disclosing Party may seek a protective order or other appropriate remedy. This clause 10 shall survive termination of this Contract.

- 10.2 Where the Supplier acts as the Customer's Data Processor (as defined under the Data Protection Legislation) under this Contract, it shall comply with the obligations as set out under Schedule 1 – Data Protection Obligations.

11. LIMITATION OF LIABILITY

- 11.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
- (d) any other liability which cannot otherwise be excluded or limited by law.

- 11.2 Subject to clauses 11.1, 11.5 and 11.6, and the cap set out in clause 11.3, the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with this Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited in respect of any one claim or series of related claims to the lower of:

- (a) 125 % of the charges actually paid to the Supplier in the twelve (12) months immediately preceding the date of the first act or omission giving rise to the claim; or
- (b) £100,000 (one hundred thousand British pounds).
- (c) this Contract

- 11.3 Subject to the provisions of clauses 11.1, 11.5 and 11.6, the Supplier's total aggregate liability under or in connection with this Contract whether in contract, tort (including

negligence), breach of statutory duty, or otherwise, arising in shall be limited to £100,000.

- 11.4** Other than as set out within this Contract, any implied terms, warranties, representations, conditions and undertakings, whether express or implied, whether by statute, common law, custom, trade usage, course or dealings or otherwise in respect of the Goods and/or Services are, to the fullest extent permitted by law, excluded from this Contract, this includes the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982. Any Software and its documentation as provided by the Supplier is supplied “as is”, without any warranty, including the implied warranties of performance, merchantability, accuracy, completeness, fitness for a particular purpose, and non-infringement with respect to the Software and accompanying written materials.
- 11.5** Subject to clause 11.1, the Supplier shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, wasted expenditure, loss of, damage to or corruption to customer data, loss of future business, loss of goodwill or similar losses, losses of opportunity, loss of anticipated savings or any indirect, special, incidental or consequential loss arising under or in connection with this Contract.
- 11.6** Subject to clause 11.1, the Supplier shall not be liable to the Customer for a claim under or in connection with this Contract or any Statement of Work or Order, unless such claim is notified to the Supplier within twelve (12) months of the date that the circumstances giving rise to the claim were reasonably discoverable to the Customer. This clause 11 shall survive termination of this Contract.

12. TERMINATION

- 12.1** Without limiting its other rights or remedies, either party may terminate this Contract with immediate effect by giving written notice to the other party if:
- (a) the other party has committed a material breach of its obligations under this Contract where such breach is unable to be remedied;
 - (b) the other party has committed a material breach of its obligations under this Contract where such breach is remediable but where the other party has failed to remedy such breach within 30 days after receipt of notice 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 (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section

268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

- (d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) 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;
- (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 the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;
- (f) the other party (being an individual) is the subject of a bankruptcy petition or order;
- (g) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- (h) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
- (i) the holder of a qualifying charge over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (j) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (k) 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 12.1(c) to clause 12.1(j) (inclusive);
- (l) the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business; or
- (m) the other party's financial position deteriorates to such an extent that in the Supplier's reasonable opinion the Customer's capability to adequately fulfil its obligations under this Contract has been placed in jeopardy.

12.2 Without limiting its other rights or remedies, the Supplier may terminate this Contract with immediate effect by giving written notice to the Customer if: (i) the Customer fails to pay any amount due under this Contract on the due date for payment; or (ii) the Supplier becomes aware that a Customer Change of Control is anticipated, in

contemplation or has occurred (where the Supplier has not given its prior written consent to such Change of Control).

12.3 Without limiting its other rights or remedies, the Supplier may suspend the supply of Services or all further deliveries of Goods under this Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under this Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 12.1(c) to clause 12.1(m), or the Supplier reasonably believes that the Customer is about to become subject to any of them.

12.4 On termination or expiry of this Contract for any reason (including in the event of cancellation before delivery of the Goods or performance of the Services, where permitted):

- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest as well as any Committed Costs, including any interest and VAT or equivalent, where payable (provided the Supplier has taken reasonable steps to mitigate any such costs) and, in respect of Services supplied but for which no invoice has yet been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) the Customer shall return all of the Supplier Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
- (c) the accrued rights and remedies of the parties as at termination or expiry shall not be affected, including the right to claim damages in respect of any breach of this Contract which existed at or before the date of termination or expiry; and
- (d) clauses which expressly or by implication have effect after such termination or expiry shall continue in full force and effect.

13. FORCE MAJEURE

13.1 For the purposes of this Contract, a **Force Majeure Event** means an event beyond the reasonable control of the Supplier, including strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, pandemic, epidemic, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or other similar event, or any default of suppliers or subcontractors.

13.2 The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

13.3 If the Force Majeure Event prevents the Supplier from providing any of the Services or Goods for more than four (4) weeks, either party shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the other party.

14. TUPE

14.1 It is not anticipated that the employment of any person will transfer from either party to the other pursuant to this Contract by virtue of TUPE.

14.2 Where any individual is transferred from the Customer (or any incumbent supplier) to the Supplier by virtue of TUPE, without limiting any other remedy available to the Supplier, the Customer agrees to indemnify and hold the Supplier harmless against any liability howsoever arising prior to the date of said transfer.

15. GENERAL

15.1 Further Assurance. Each party shall promptly execute and deliver or procure that its Group Companies will execute and deliver all such documents, and do all such things, as the other party may from time to time require for the purpose of giving full effect to the provisions of this Contract.

15.2 Assignment and other dealings.

- (a) This Contract shall be binding on and inure for the benefit of the successors in title of the parties.
- (b) The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under this Contract, and may subcontract or delegate in any manner any or all of its obligations under this Contract to any third party.
- (c) The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under this Contract.

15.3 Notices.

- (a) Any notice or other communication given to a party under or in connection with this Contract shall be:
 - (i) in writing
 - (ii) addressed to that party at:

- (A) if physically delivered to i) its registered office (if it is a company) or ii) its principal place of business (in any other case), or iii) any such other address as that party may have specified to the other party in writing in accordance with this clause. In any such case notice shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier, or
 - (B) if given by email to be sent to i) the Supplier - legal@creative-itc.com, and/or ii) to the Customer at the email address provided in the applicable Order or Statement of Work or any other email that the Customer has notified to the Supplier in writing.
- (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address commonly used by the parties to this Contract in the course of business; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by e-mail, one Business Day after transmission.
 - (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

15.4 Severance.

- (a) If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Contract (nor shall it affect the validity and enforceability of the rest of this Contract in any other jurisdiction).

15.5 Waiver. A waiver of any right under this Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15.6 No partnership or agency.

- (a) Except as expressly provided in this Contract:

- (i) nothing in this Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose; and
- (ii) neither party shall have authority to act as agent for, or to bind, the other party in any way.

15.7 Third parties. Unless expressly provided in this Contract, no term of this Contract is enforceable pursuant to this Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it. If a person who is not a party to this Contract is stated to have the right to enforce any of its terms, the parties may rescind or vary this Contract, as applicable, without the consent of that person.

15.8 Variation. Except as set out in these Conditions, no variation of this Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by an authorized signatory of each party.

15.9 Rights cumulative. The rights and remedies of the parties in connection with this Contract are cumulative and, except as expressly stated in this Contract, are not exclusive of and may be exercised without prejudice to any other rights or remedies provided in this Contract, by law or equity, or otherwise.

15.10 Non-solicitation. The Customer agrees that during the term of this Contract and for a period of twelve (12) months following its termination or expiration, it shall not, without the prior written consent of the Supplier, directly or indirectly solicit for employment or engagement, or employ or engage, any person who is or was an employee, consultant, or contractor of the Supplier and who was involved in the provision of goods or services under this Contract. For the avoidance of doubt, this restriction shall not apply to any individual who responds to a general public advertisement not specifically directed at the Supplier's personnel.

15.11 Governing law. This Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

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

15.12 Anti-Bribery and Modern Slavery.

- (a) Both parties agree to comply with all Applicable Laws relating to anti-bribery and anti-corruption., including the Bribery Act 2010.

- (b) Both parties shall comply with the Modern Slavery Act 2015 and take all reasonable steps to ensure that modern slavery or human trafficking is not present in their supply chains. This includes using reasonable endeavours to assess the practices of their suppliers and subcontractors to ensure compliance with applicable modern slavery laws

15.13 Sanctions.

- (a) As at the date of this Agreement, and throughout its duration, the Customer represents and warrants that is not a Sanctioned Entity or otherwise the subject of any economic or trade sanctions and shall, at all times, comply with all Sanctions Laws.
- (b) The Customer will promptly notify the Supplier if it breaches clause 15.13(a).
- (c) If at any time the Customer is in breach of the warranties in this clause then this shall constitute a material breach of this Agreement, and the Supplier shall be entitled to seek appropriate remedies, including, but not limited to termination of this Agreement.

15.14 No re-export to Russia

- (a) The Customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation or by any person connected to Russia, any goods or services supplied under or in connection with this Agreement that fall under the scope of The Russia (Sanctions) (EU Exit) Regulations 2019 including any software, documentation, and any related technical data included with, or contained in, such goods or restricted professional services (“**Sanctioned Goods and Services**”).
- (b) The Customer shall undertake its best efforts to ensure that the purpose of clause 15.14(a) is not frustrated by any third parties further down the commercial chain, including by possible resellers.
- (c) The Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of clause 15.14(a).
- (d) Any breach of clauses 15.14(a), 15.14(b) or 15.14(c) shall constitute a material breach of this Agreement, and the Supplier shall be entitled to seek appropriate remedies, including, but not limited to termination of this Agreement.
- (e) The Customer shall immediately inform the Supplier about any problems in applying clauses 15.14(a), 15.14(b) or 15.14(c), including any relevant activities by third parties that could frustrate the purpose of clause 15.14(a). The Customer shall make available to the Supplier information concerning compliance with the obligations under clauses 15.14(a), 15.14(b) or 15.14(c) within two weeks of the simple request of such information.

- (f) Where the Supplier has reason to believe that any Sanctioned Goods or Services have been sold, exported, re-exported into the Russian Federation or otherwise provided to persons connected with Russia, the Supplier shall be at liberty to notify the relevant UK Authorities irrespective of any confidentiality agreement between the parties.

SCHEDULE 1 – DATA PROTECTION OBLIGATIONS

1. Each party shall comply with its obligations under Data Protection Legislation in relation to all Customer Personal Data that is Processed under or in connection with this Contract.
2. It is the factual circumstances that dictates the role of the parties in respect of Data Protection Legislation. The parties anticipate the Customer shall be the Controller and the Supplier shall be the Processor in relation to any Customer Personal Data that is Processed in connection with this Contract, and clauses 3 to 11 of this Schedule 1 shall apply. The applicable Order and/or Statement of Work shall set out the subject matter, nature and purpose of Processing by the Supplier, the duration of the Processing and the types of Personal Data and categories of Data Subject related to the Processing
3. Without prejudice to the generality of clause 1 of this Schedule 1, the Customer will ensure that it is legally entitled to transfer the Customer Personal Data to the Supplier so that the Supplier may lawfully Process it in accordance with this Contract and the applicable Order and/or Statement of Work. The Customer shall also be responsible for the provision of privacy notices to Data Subjects, and shall comply with all other obligations imposed on a Controller under the Data Protection Legislation.
4. Without prejudice to the generality of clause 1 of this Schedule 1, the Supplier shall only undertake Processing of Customer Personal Data on the documented and lawful written instructions of the Customer (which shall include the terms of this Contract and the applicable Order and/or Statement of Work), unless required to do so by Applicable Law. Where such requirement is placed on the Supplier, it shall inform the Customer of that legal requirement before Processing, unless Applicable Law prohibits such information on important ground of public interest.
5. The Supplier shall inform the Customer if in its reasonable opinion any instruction or direction from the Customer would infringe the Data Protection Legislation.
6. The Supplier shall implement appropriate technical and organisational security measures governing the Processing of all Customer Personal Data. These measures shall ensure an appropriate level of security so as to avoid unauthorised or unlawful Processing or accidental loss, destruction or damage of such Customer Personal Data, and may include, where appropriate, pseudonymising and encrypting Customer Personal Data, ensuring the 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, regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it, and taking reasonable steps to ensure the reliability of Personnel having access to such Customer Personal Data, including ensuring that Personnel authorised to Process the Customer Personal Data are bound by appropriate provisions of confidentiality or are under an appropriate statutory obligation of confidentiality.

7. The Supplier shall:
- a. notify the Customer without undue delay in the event of receipt of any Data Subject access request;
 - b. notify the Customer if a Data Subject exercises any of its rights under the Data Protection Legislation and shall provide information and assistance as the Customer reasonably requests; and
 - c. assist the Customer, as far as is reasonable and at the Customer's cost, in ensuring compliance with the Customer's obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators.
8. The Supplier shall, without undue delay, inform the Customer in the event of any Personal Data Breach affecting the Customer Personal Data and shall provide the Customer with reasonable assistance in regard to such Personal Data Breach affecting the Customer Personal Data as the Customer may reasonably require to meet its obligations under Data Protection Legislation.
9. The Customer hereby expressly consents to the Supplier's use of sub-Processors as set out in the applicable Order and/or Statement of Work. The Supplier shall not use or authorise any other sub-processor to Process the Customer Personal Data without the Customer's prior written consent. In seeking such consent, the Supplier shall supply to the Customer full details of such proposed sub-processor. Where the Supplier does engage another processor for carrying out specific Processing activities on behalf of the Customer in accordance with this clause 9 of Schedule 1, substantially the same data protection obligations as set out in this Schedule 1 shall be imposed on that other processor by way of a written contract, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the Processing will meet the requirements of the Data Protection Legislation. Where any such sub-processor fails to fulfil its obligations under the Data Protection Legislation, the Supplier shall remain fully liable to the Customer for the performance of such sub-processor's obligations.
10. The Supplier shall keep a record of any Processing of Customer Personal Data as reasonably necessary to demonstrate its compliance with this Schedule 1. The Supplier shall allow and contribute to audits at the Customer's request, no more than once per annum, on reasonable notice and at the Customer's sole cost and expense.
11. The Supplier shall, at the written direction of the Customer, delete or return Customer Personal Data held by it to the Customer on termination of the Contract or the applicable Order and/or Statement of Work, unless required by Applicable Law to retain such data.