



GENERAL TERMS OF BUSINESS

These terms and conditions apply to:

AdEPT Technology Group plc (company number: 04682431)

Comms Group (UK) Ltd (company number: 06611435)

Centrix Ltd (company number: 02575374)

Shift F7 Ltd t/a AdEPT IT Services (company number 3058870)

Atomwide Limited (company number: 02142875)

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FRAMEWORK AGREEMENT

BETWEEN:

- (1) The "**Service Provider**", AdEPT Technology Group plc and as defined in Appendix 3 ; and
- (2) The "**Customer**"

WHEREAS:

- (a) The Customer and the Service Provider wish to establish an overall contractual framework for the supply of the Services (as defined below); and
- (c) The parties have agreed to enter into this Agreement upon the terms and subject to the conditions hereinafter contained.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1 DEFINITIONS

- 1.1 In this Agreement (except where the context otherwise requires) the following definitions will apply:-

"Acceptable Use Policy"	has the meaning ascribed to such term in Appendix 1;
"Business Day"	means any day which is not a Saturday, a Sunday or a public holiday;
"Charges"	means the charges for the Services as set out in a Work Order;
"Framework Commencement Date"	means the date of this Agreement;
"Confidential Information"	has the meaning ascribed to such term in Clause 12.1;
"Contractor"	means any third party with whom the Service Provider contracts in order to provide the Services;
"Customer Data"	means all data processed by the Service Provider or otherwise provided to the Service Provider pursuant hereto;
"Customer Equipment"	means the items of computer software and hardware owned by the Customer and/or any third party and approved by the Service Provider in writing to be managed as part of the Services;

“Customer Materials”	means all materials and specifications provided by the Customer to the Service Provider, including all Customer Data;
“Customer IPRs”	means all Intellectual Property Rights in the Customer Materials;
“Data Protection Legislation”	means all applicable data protection and privacy legislation in force from time to time in the UK including the GDPR; the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;
“Data Subject”	has the meaning given to it in the Data Protection Legislation;
“Deliverables”	means any Equipment, Software and other deliverables to be provided by the Service Provider under a Work Order;
“Equipment”	means any hardware to be provided by the Service Provider to the Customer specified in a Work Order;
“Fault”	means any complete or partial failure of either: (a) the provision of the Services; (b) the Customer Equipment (save for the Customer’s hardware); or (c) the Software;
“GDPR”	means the General Data Protection Regulation ((EU) 2016/679);
“Good Industry Practice”	means the exercise of that degree of skill, care and foresight which would reasonably and ordinarily be expected from a skilled and experienced contractor who is to perform the Services and who is seeking in good faith to comply with its obligations under this Agreement;
“Intellectual Property Rights”	means patents, trademarks, service marks, design rights, domain names, database rights, registrations and applications for registration for any of the foregoing, copyright and all rights in the nature of copyright, trade secrets, know-how and other industrial and intellectual property rights, wherever subsisting;
“Normal Business Hours”	means 08:00 to 18:00 local UK time, each Business Day;

“Order Form”	has the same meaning as Work Order;
“Personal Data”	has the meaning given to it in the Data Protection Legislation and relates only to personal data, or any part of such personal data, comprising the Customer Data;
“Premises”	means any premises of the Customer’s where the Services or Deliverables are being provided;
“Relief Event”	means any act or omission or delay by the Customer the effect of which is to prejudice the ability of the Service Provider to perform its obligations in accordance with any Work Order or this Agreement;
“Service(s)”	means the service or services supplied to the Customer by the Service Provider pursuant to a Work Order;
“Service Commencement Date”	means the date at which the Services are delivered and billing commences;
“Service Provider”	means AdEPT Technology Group plc and any, or all, of its parent or subsidiary companies involved in the provision of the Services (as listed in Appendix 3);
“Service Provider IPRs”	means all Intellectual Property Rights that are owned by or licensed to the Supplier and which are either subsisting in the Deliverables or are otherwise necessary or desirable to enable the Customer to receive and use the Services;
“Site”	means the Customer building or location, where that location may not be a customer-owned premises;
“Software”	means the software used by the Service Provider in order to provide the Services which is either the Service Provider’s proprietary software or Third Party Software;
“Third Party Software”	means any open source or other third party software used or supplied by the Service Provider pursuant to this Agreement and the use of which is subject to the vendor’s licence agreement as specified in a Work Order;
“Work Order”	means a document setting out details of the Services and any Deliverables to be provided to the

Customer, including the schedules thereto. This has the same meaning as "Order Form"

1.2 In this Agreement, the Clause headings are included for convenience only and shall not affect the construction or interpretation of this Agreement.

1.3 In this Agreement

- i. use of the singular includes the plural and vice versa.
- ii. words importing a particular gender do not exclude other genders.
- iii. the words 'include', 'including', 'for example' or 'such as' are not used as, and are not to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind
- iv. any reference to a statute, statutory provision or statutory instrument includes a reference to that statute, statutory provision or statutory instrument together with all rules and regulations made under it as amended or consolidated as at the date of this Agreement.
- v. a reference to a third person or third party is a reference to a person who is not party to this Agreement

1.4 Order of Precedence applies as follows:

- i. Work Order
- ii. Product Schedule
- iii. Framework Agreement

in the event of any conflict between the terms of this Agreement and a Work Order, the Work Order will prevail.

2 SERVICES AND DELIVERABLES

2.1 The Customer shall be entitled to request the provision of Services from the Service Provider and, further to any such request, the parties shall agree the scope of such Services in accordance with the terms of each agreed Work Order signed by authorised representatives of each party.

2.2 The Customer is responsible for providing the Service Provider with all information that is relevant for the provision of the Service, including information requested as part of the Work Order. The Service Provider will have no responsibility to provide the Service nor any failure of the Service which is a result of any failure on the part of the Customer to provide accurate and complete information. Failure to provide information as requested may result in delays in the Service commencement and/or charges being applied prior to the Service Commencement Date.

2.3 The submission of the Work Order is an offer from the Customer to enter into a contract with the Service Provider for the provision of Services specified on the Work Order.

- 2.4 Following agreement of the Work Order, any changes to the Services or the Deliverables shall be subject to a change control procedure, unless the parties agree otherwise.
- 2.5 If any Service is cancelled, amended, materially delayed or put on hold by cause a Relief Event during the provision of the Services, the Customer shall reimburse the Service Provider for all and any stranded costs including any charges levied by Third Party Suppliers.
- 2.6 In consideration of the payment of the Charges and any other sums due hereunder and subject to events of Force Majeure and Relief Events, the Service Provider shall perform the Services and deliver the Deliverables in accordance with the terms of this Agreement and each Work Order.
- 2.7 Where any Services are to be provided to a Site or Premises, the Service Provider shall deliver to the relevant Site or Premises any equipment required to be installed at that Site in good time before the date that the Services are required to be provided to that Site or Premises. The Service Provider will deliver each unit of the Equipment to the Site or Premises specified in the Work Order. Unless otherwise agreed by the Service Provider in writing, the Customer will bear all costs associated with delivery.
- 2.8 The Service Provider shall ensure that all relevant Equipment has been tested in accordance with Good Industry Practice prior to delivery.
- 2.9 Where the Service Provider supplies any Equipment at any of the Sites:
- i) risk of loss or damage to such Equipment shall be with the Customer whilst the Equipment is at any of the Customer sites;
 - ii) the Equipment shall remain the property of the Service Provider, unless specified within the Work Order;
 - iii) the Customer shall, except to the extent otherwise provided for under this Agreement or as may be agreed in writing by the Service Provider:
 - provide such space, power, ducting and environment for the Equipment;
 - keep the Equipment at the Site or Premises;
 - use reasonable endeavours to keep the Equipment safe and secure from theft or damage;
 - make no alteration to the Equipment and shall not remove any existing component(s) from the Equipment other than as required to carry out its obligations under this Agreement;
 - not sell or offer for sale, underlet or lend the Equipment or create or allow the creation of any mortgage, charge, lien or other security interest in respect of it;

- not take any act that results in the Equipment being confiscated, seized or taken out of its possession or control under any distress, execution or other legal process;
 - permit the Service Provider (and its representatives) to inspect the Equipment at such reasonable times as the parties agree in advance in writing and shall grant reasonable access and facilities for such inspection;
 - make the Equipment installed at a Site or Premises available to the Service Provider for collection following termination of this Agreement;
- 2.10 Unless otherwise indicated in the Work Order, the Service Provider shall install each unit of the Equipment at the Site or Premises during the Service Provider's normal business hours and installation shall be deemed to have been effected when the Equipment shall have passed the Service Provider's installation tests. If the Service Provider is not required to install the Equipment, it shall be deemed to have been installed on the date on which it is delivered to the Customer.
- 2.11 The Service Provider shall endeavour to ensure the Equipment shall be delivered and/or installed, as the case may be, on or about the dates agreed by the Service Provider and the Customer, but the Service Provider shall not in any circumstances be liable for any delay in such delivery and/or installation.
- 2.12 Risk shall pass to the Customer on delivery of any Equipment or Deliverable.

3 CUSTOMER OBLIGATIONS

- 3.1 The Customer shall:
- 3.1.1 co-operate with the Service Provider in all matters relating to the provision of the Services including following all of the Service Provider's reasonable instructions as and when provided
 - 3.1.2 provide such information as the Service Provider may request in order to carry out the Services in a timely manner; and
 - 3.1.3 obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the receipt and uses of the Services.
- 3.2 Where any delay in the performance of the Services or the delivery and installation of the Deliverables by the Service Provider is caused directly or indirectly by any of the Customer's actions or omissions (including any breach of clauses 4.1.1 to 4.1.3) the time for performance of the Services or the delivery and installation of the Deliverables as set out in any Work Order shall be extended by a period of time equivalent to the delay caused directly by the Customer's actions.

4 ACCESS TO SITE OR PREMISES

Except where access to site or premises is not required for the provision of Services, as stated under the relevant Product Schedule, Clauses 4.1 – 4.7 will apply:

- 4.1 The Customer warrants that it is the current and lawful occupier of the Site or Premises and that it is either the owner or a tenant of it.
- 4.2 Any person in apparent authority at the Site or Premises who grants entry shall be deemed to have the Customer's authority to grant such entry.
- 4.3 The Customer shall ensure that, for the duration of this Agreement, the Service Provider and its employees, Contractors and agents shall at reasonable times have access to the Site or Premises upon reasonable notice for any reason whatsoever connected with the fulfilment of the Service Provider's obligations under this Agreement subject to the compliance with reasonable security requirements of the Customer.
- 4.4 The Service Provider shall cause as little damage as reasonably possible when exercising any of its rights under Clause 4.3 and shall make good (to the Customer's reasonable satisfaction) any material damage that the Service Provider, its employees, agents or contractors may cause to the Site.
- 4.5 Where relevant for the provision of the Services, the Customer shall reimburse the Service Provider for any charges levied on the Service Provider by the relevant Contractor as a result of that Contractor not being given access to the Site or Premises as previously arranged and agreed with the Customer. The Customer shall be entitled to see reasonable documentary evidence attesting to such incurred charges for aborted site visits.

5 PERSONNEL AND SECURITY

- 5.1 Each party recognises that it is impossible to maintain flawless security but (where relevant) the Service Provider shall take all reasonable steps to prevent security breaches in its interaction with Customer.
- 5.2 The Customer is responsible for maintaining the confidentiality of any passwords which are required to benefit from the Services and is solely responsible for any damage caused by any such unauthorised access.
- 5.3 The Service Provider shall be entitled without liability or notice to the Customer to delete any Customer Data which it determines to be infected by viruses or other malware which the Service Provider is unable to eradicate.
- 5.4 At all times the Service Provider's personnel who are engaged in the performance of the Services and the delivery of the Deliverables will remain under the employment and management of the Service Provider, whether or not their activities are carried out on the Premises.

- 5.5 The Customer shall provide a safe and suitable working environment for the Service Provider's employees, agents or contractors at the Site or Premises to enable the Service Provider to carry out its obligations under this Agreement. The Service Provider shall ensure that its personnel and those of its Contractors abide by safety and security rules in operation at the Site or Premises and notified to the Service Provider and shall take all reasonable precautions to ensure that the provision of the Services and delivery and installation of the Deliverables at the Site or Premises does not endanger the health and safety of the Customer's personnel. The Customer shall be entitled to remove or to refuse admission to any person who is, or has been, in material breach of such procedures and regulations. However, the Service Provider shall incur no liability for any delay in performing or failure to perform its obligations under this Agreement as a result of such removal or refusal of admission.
- 5.6 The Customer shall be liable for the health, security and safety of Service Provider's personnel and those of its Contractors whilst they are on the Site or Premises.
- 5.7 During the course of this Agreement and until the expiration of twelve months from the later of:
- 5.7.1 the date of termination or expiry of this Agreement for any reason; or
- 5.7.2 the date that any such individual shall cease to be an employee or a contractor to the Service Provider:

the Customer shall not directly (either itself or by its agent or by letters, circulars or advertisements and whether for itself or on behalf of any other person) induce or seek to induce any employee of the Service Provider to leave their employment or any contractor of the Service Provider to cease to be a contractor to such party. The Customer shall procure that its employees shall observe the terms of this Clause provided that nothing in this Clause shall prevent the Customer from placing job advertisements in the general press or from making offers of employment in response to unsolicited enquiries. The Customer agrees that if it employs any person contrary to the provisions of this Clause it shall be liable to pay to the Service Provider liquidated damages (agreed to be a genuine and reasonable pre-estimate of loss and not of the nature of a penalty) equal to the relevant employee or Contractor's annual salary or remuneration at the time of leaving the employment of the Service Provider or terminating his contract with the Service Provider.

6 PAYMENT TERMS

- 6.1 In consideration of the performance by the Service Provider of the Services and the delivery of the Deliverables, the Customer shall pay the Service Provider the Charges in accordance with the provisions of this Clause 6.

- 6.2 The Service Provider shall issue invoices for the Charges in accordance with the invoicing procedure set out below.
- 6.3 Unless otherwise specified on the Order Form, Charges will apply from the Service Commencement Date. Charges for the Services shall be invoiced monthly in advance, unless otherwise agreed.
- 6.4 The Service Provider reserves the right to alter the charges in line with:
- 6.4.1 Annual changes in the Retail Price Index (RPI);
- 6.4.2 Regulatory enforced changes or changes subject to regulatory determination;
- 6.4.3 Third party or supplier enforced changes.
- 6.5 Invoices will be rendered in accordance with each Work Order. All invoices rendered hereunder shall be paid in full within 14 days from the date of invoice unless otherwise specified in the Work Order. If all or any Charges included in an invoice remain outstanding on the date for payment, the Service Provider reserves the right, without prejudice to any other right or remedy it may have, to:
- 6.5.1 charge interest on the outstanding amount to run from the date of the invoice at 4% percent per annum above the then base lending rate of Barclays Bank plc. Such interest shall accrue on a daily basis from the due date until payment in full (including all interest due) is received by the Service Provider; and
- 6.5.2 suspend the provision of part or all of the Services until payment has been made in full (including all interest due),
- save in the event of a bona fide dispute in relation to such outstanding amount.
- 6.6 The Customer must reimburse the Service Provider all costs and expenses (including legal costs) incurred in the collection of any overdue amounts. Costs and expenses will continue to accrue even if this Agreement is terminated.
- 6.7 It is a condition of this Agreement that the Customer pays the Charges in full without any set-off, deduction, withholding, restriction or condition whatsoever.
- 6.8 Where a bona fide dispute arises as to the amount of all or part of an invoice, such disputed amount shall be payable within five (5) Business days of such dispute being resolved to the reasonable satisfaction of both parties and any undisputed amount shall remain payable in accordance with Clause 6.2.
- 6.9 All Charges and other amounts payable under this Agreement are exclusive of VAT and any other taxes. Such taxes, where applicable, will be shown separately on the Service Provider's invoice and will be paid by the Customer at the rate and in the manner prescribed by law.

- 6.10 All reasonable expenses incurred by the Service Provider's personnel for work carried out away from the Service Provider's normal place of business will be re-charged to the Customer, provided that any such expenses are approved in advance and in writing by the Customer, such approval not to be unreasonably withheld or delayed.

7 INSURANCE

- 7.1 Both parties will maintain at all times during the provision of the Services public liability insurance to the levels and coverage as required by law and that a prudent organisation would be expected to maintain.

8 INTELLECTUAL PROPERTY RIGHTS

- 8.1 The Service Provider IPRs shall vest in the Service Provider or its licensors and shall remain the exclusive property of the Service Provider or its licensors unless the Service Provider otherwise agrees in writing.

- 8.2 In consideration of payment of the associated Charges, the Service Provider shall:

8.2.1 grant to the Customer a fully paid-up worldwide, non-exclusive, royalty-free licence during the term of each Work Order to use the Service Provider IPRs for the purpose of receiving and using the Services and any Deliverables in its business; and

8.2.2 use reasonable endeavours to procure that the third party owner of any Third Party Software grants to the Customer a licence to use the Third Party Software.

- 8.3 The Customer shall not sub-licence, assign or otherwise transfer the rights granted in Clauses 8.2.1 and 8.2.2 to any third party.

- 8.4 The Customer grants the Service Provider a fully paid-up, non-exclusive, royalty-free, non-transferable licence to use, copy and modify the Customer IPRs for the term of this Agreement for the purpose of providing the Services to the Customer.

- 8.5 The Customer hereby indemnifies and holds the Service Provider harmless against any and all liabilities, costs, expenses, damages and losses (including, but not limited to, any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Service Provider arising out of or in connection with:

8.5.1 any claim from a third party that the Customer IPRs infringes the Intellectual Property Rights of that third party; or

8.5.2 any claims of whatsoever nature and however arising from or connected with the Deliverables or the Services where such claims are directly or indirectly caused by any materials, content or data provided by or on behalf of the Customer or any act or omission of the Customer or any of its agents or representative,

including, without limitation, the introduction of any virus or malware.

- 8.6 Unless otherwise stated in the terms of any agreements or licences provided with the Software or except to the extent permitted by Law, the Customer must not copy the Software, except to make a single copy for backup or archival purposes. Any such copy shall be subject to this Agreement as if it were the original and shall contain all notices regarding proprietary rights contained in the Software originally provided to the Customer. This licence does not grant the Customer any right to any enhancement, reversion or update to the Software unless prior authorised by the Service Provider in accordance with the conditions of the agreement or licenses herewith.
- 8.7 The Customer must not attempt to reverse engineer, decipher, decompile or disassemble the Software except to the extent permissible by Law. The Customer must not reduce the Software to human readable form or knowingly allow others to do so. The Customer must not modify the Software or create derivative works of the Software. The Customer must not transmit or distribute the Software electronically, via the Internet or in any other way.
- 8.8 Whilst the Service Provider and its suppliers have made reasonable efforts to minimise defects or errors in the Software and to check the Software for viruses, the Service Provider does not warrant that the Customer's use of the Software will be uninterrupted or that the operation of the Software will be error free, virus free or secure, or that the Software and the functions of the Software will be merchantable and will meet the Customer's requirements. In addition, the security mechanism implemented by the Software has inherent limitations and the Customer shall have sole responsibility in determining that the Software sufficiently meets the Customer's needs

9 DATA PROTECTION

- 9.1 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 under the Data Protection Legislation.
- 9.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the controller and the Service Provider is the processor (where "**controller**" and "**processor**" have the meanings as defined in the Data Protection Legislation).
- 9.3 The Service Provider will only process the personal data to the extent necessary for the purposes of the product or services being provided to the Customer. The Service Provider shall take such reasonable technical and operational security measures as required to protect the personal data against unlawful processing and against accidental loss, destruction, damage, alteration and disclosure and to enable it to

process the personal data in compliance with the obligations as set out in the Data Protection Legislation.

- 9.4 The Customer agrees that the Service Provider, under its contracts with third party service providers, may be required to pass certain customer details to approved third party suppliers in order to provide the contracted product or service to the Customer. The Customer gives consent to the Service Provider to transfer personal data to a third party supplier where this is reasonably required for the Service Provider to fulfil its contractual obligations to the Customer under this Agreement. Where this clause applies, the Service Provider shall use reasonable endeavours to ensure that the third party supplier complies with the data protection obligations of the Service Provider as set out in this Agreement.
- 9.5 Without prejudice to the generality of Clause 9.1, 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 Service Provider for the duration and purposes of this Agreement.
- 9.6 Without prejudice to the generality of Clause 9.1, the Service Provider shall, in relation to any Personal Data processed in connection with the performance by the Service Provider of its obligations under this Agreement:
- 9.6.1 process that Personal Data only on the documented instructions of the Customer unless the Service Provider is required by the laws of any member of the European Union or by the laws of the European Union (to the extent applicable to the Service Provider) to otherwise process Personal Data (the “**Applicable Laws**”). Where the Service Provider is relying on the Applicable Laws as the basis for processing Personal Data, the Service Provider shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Service Provider from so notifying the Customer;
- 9.6.2 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);

- 9.6.3 ensure that all of its personnel who have access to and/or process Personal Data have committed themselves to confidentiality or are under an appropriate obligation of confidentiality;
 - 9.6.4 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:
 - 9.6.4.1 the Data Subject has enforceable rights and effective legal remedies; and
 - 9.6.4.2 the Service Provider complies with its obligations under the Data Protection Legislation by providing appropriate safeguards for the protection of any Personal Data that is transferred;
 - 9.6.5 reasonably assist the Customer in responding to any request from a Data Subject in exercising the Data Subject's rights laid down in Chapter III of the GDPR and in ensuring compliance with its obligations under the Data Protection Legislation relating to the Personal Data with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 9.6.6 notify the Customer without undue delay on becoming aware of a personal data breach (as defined in the Data Protection Legislation); and; and
 - 9.6.7 maintain reasonably complete and accurate records and information to demonstrate its compliance with this Clause 9 and, on reasonable notice during Normal Business Hours, allow for audits of such records by the Customer or the Customer's designated auditor, such audit rights to be exercised by the Customer not more than once in any calendar year during the term of this Agreement and the Customer agrees that its personnel, and those of its designated auditor, must abide by all safety and security rules in operation at the relevant premises from time to time and/or notified to them by the Service Provider.
- 9.7 Subject to the terms of this Clause 9.5, the Customer consents to the Service Provider appointing subcontractors as third-party processors of Personal Data under this Agreement. The Service Provider confirms that it has entered into, or (as the case may be), will enter into, with each such third-party processor a written agreement incorporating terms which are substantially similar to those set out in this Clause 9. The Service Provider shall inform the Customer of any intended changes, following the date of this Agreement, concerning the addition or the replacement of any third-party processor and shall not make such changes without the Customer's consent. As between the Customer and the Service Provider, the Service Provider shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this Clause 9.5.

10 WARRANTIES

- 10.1 The Service Provider warrants to the Customer that:
- 10.1.1 it will perform the Services and deliver the Deliverables in a timely, reliable and professional manner, in conformity with Good Industry Practice by a sufficient number of competent staff with appropriate skills, qualifications and experience;
 - 10.1.2 it has full right, power and authority to provide the Services and deliver the Deliverables to the Customer in accordance with the terms of this Agreement and any Work Order; and
 - 10.1.3 it will provide the Services and all other services to be provided to the Customer under this Agreement and any Work Order, including delivery of the Deliverables, using reasonable care and skill in accordance with the terms of this Agreement and any Work Order.
- 10.2 Save as set out in this Agreement, the Service Provider makes no warranty, representation or undertaking in respect of any of the Deliverables or the provision of the Services and the warranties set out in Clause 10.1 are in lieu of and exclude all other express or implied warranties or conditions, including implied warranties or conditions of satisfactory quality and fitness for a particular purpose, in relation to this Agreement to the fullest extent permitted by law.
- 10.3 The Service Provider makes no warranty that operation of the Services will be uninterrupted, fault-free or error-free.
- 10.4 In the case of faults or defects in Third Party Software or any part of the Deliverables acquired from a third party, the Service Provider's sole liability shall be to (to the extent it is entitled to do so) pass on to Customer the benefit of its rights and remedies against such third party.
- 10.5 Should the Customer (or any person or entity other than the Service Provider) make any modifications to a Deliverable, the Service Provider shall not be responsible for any resulting incompatibility with hardware or software products.

11 LIABILITY

- 11.1 The following provisions set out the entire financial liability of the Service Provider (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
- 11.1.1 any breach of this Agreement;
 - 11.1.2 any use made by the Customer of the Services, the Deliverables or any part of them; and
 - 11.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

- 11.2 Nothing in this Agreement shall limit or exclude the Service Provider's liability for:
- 11.2.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - 11.2.2 fraud or fraudulent misrepresentation; or
 - 11.2.3 any other liability which cannot be limited or excluded by applicable law.
- 11.3 Subject to Clause 11.2, neither party shall be liable to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise for any indirect or consequential loss arising under or in connection with this Agreement provided that this Clause 11.3 shall not apply to any indemnity set out in this Agreement.
- 11.4 Subject to Clause 11.2, the Service Provider's total liability to the Customer whether in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise, arising under or in connection with this Agreement shall be limited to an amount not exceeding the Charges paid or payable in that month that the claim refers.
- 11.5 Subject to the Service Provider's obligations under Clause 9, the Service Provider shall not be liable for any loss of (or loss of use of) data resulting from the Customer's use of the Service including without limitation any delays, non-delivery or missed deliveries directly or indirectly caused to the Customer by such loss.
- 11.6 The Customer will indemnify and keep indemnified the Service Provider against any and all claims, which are brought or are threatened against the Service Provider by any person arising out of the Customer's breach of the Acceptable Use Policy.
- 11.7 In the event that any service credits are payable by the Service Provider in respect of any failure to meet an SLA in any Work Order then payment of such service credits will be the Customer's sole and exclusive remedy for such breach.
- 11.8 In the event of Service Failure such that Service Credits are due, the Service Provider is only liable to pay Service Credits to the Customer provided that the Service Provider has no outstanding payments overdue from the Customer.

12 CONFIDENTIALITY

- 12.1 Each party recognises that under this Agreement it may receive trade secrets and/or confidential or proprietary information belonging to the other. Subject to the exclusions detailed in Clause 12.3, all such information which is designated as confidential or which is otherwise clearly confidential in nature constitutes "**Confidential Information**".
- 12.2 Each party agrees not to divulge Confidential Information belonging to the other or to any third party, without the other party's prior written consent.
- 12.3 The following shall not be Confidential Information for the purposes of this Clause:
- 12.3.1 information which is in or which comes into the public domain otherwise than by reason of a breach of this Agreement or of any other duty of confidentiality relating to that information;
 - 12.3.2 information obtained from a third party without that third party being under an obligation (express or implied) to keep the information confidential;
 - 12.3.3 information which is lawfully in the possession of the other party before the date of this Agreement and in respect of which that party is not under an existing obligation of confidentiality.
- 12.4 Each party shall be permitted to disclose Confidential Information to the extent that it is required to do so:
- 12.4.1 to enable the disclosing party to perform its obligations under this Agreement;
 - 12.4.2 by any applicable law or by a court, arbitral or administrative tribunal in the course of proceedings before it;
 - 12.4.3 by any regulatory body (including any investment exchange) acting in the course of proceedings before it or any regulatory body (including any investment exchange) acting in the course of its duties, or
 - 12.4.4 in order to give proper instructions to any professional adviser of that party who also has an obligation to keep any such Confidential Information confidential.
- 12.5 The obligation in Clause 12.1 above will survive the expiry or termination of this Agreement for a period of 5 years or, in respect of any particular item of Confidential Information, until such earlier time as that item of Confidential Information reaches the public domain otherwise than by reason of a breach of this Agreement or of any other duty of confidentiality relating to that information.
- 12.6 Each party shall ensure all relevant employees, agents and sub-contractors are aware of the confidentiality of the Confidential

Information and take all such steps to ensure compliance by its employees, agents and sub-contractors with these confidentiality provisions.

- 12.7 For the avoidance of doubt, all Customer Data shall remain at all times the exclusive property of the Customer and may only be used by the Service Provider in order to fulfil its obligations pursuant hereto (including, for the avoidance of doubt, the transfer of such data by the Service Provider to its sub-contractors in order to provide the Services).

13 TERM AND TERMINATION

- 13.1 This Agreement shall commence on the Framework Commencement Date and shall continue thereafter unless it is either terminated in accordance with its terms or by either party giving the other not less than 90 days' written notice to terminate.

- 13.2 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate, without liability to the other:

13.2.1 the relevant Work Order to which the breach relates, if the other party commits a material breach of this Agreement and/or such Work Order (including without prejudice to the generality of the foregoing failure to make payment) and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or

13.2.2 this Agreement and all Work Orders if:

13.2.2.1 the other party commits a material breach of this Agreement (including without prejudice to the generality of the foregoing failure to make payment) and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or

13.2.2.2 an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order of the other party; or

13.2.2.3 an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or

13.2.2.4 a receiver is appointed of any of the other party's assets or undertaking, or if circumstances arise which entitle a

court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; or

- 13.2.2.5 the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way, or becomes bankrupt; or
 - 13.2.2.6 the other party ceases, or threatens to cease, to trade; or
 - 13.2.2.8 the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.
- 13.3 Termination of this Agreement, however arising, shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly stated to survive in Clauses 13.4 or 13.5, or implicitly surviving, termination.
- 13.4 Clauses 8 (Intellectual Property Rights), 11 (Liability), 12 (Confidentiality) and 23 (Governing Law, Jurisdiction and Disputes) shall survive termination of this Agreement.
- 13.5 In the event that this Agreement is terminated as provided for herein:
- 13.5.1 the terms of this Agreement will survive until the termination of the final Work Order; and
 - 13.5.2 following the termination of the last Work Order in force, each party shall return to the other all tangible or other property belonging to the other party then in its possession, custody or power (including all relevant Equipment but save for the Customer Data); and
 - 13.5.3 following the termination of the last Work Order in force, the Service Provider may destroy or otherwise dispose of any of the Customer Data in its possession at its discretion (subject to the terms of applicable Data Protection Legislation) unless the Service Provider receives, no later than 30 days after the effective date of the termination of this Agreement, a written request for the delivery to the Customer of its Customer Data or is destruction. The Service Provider shall use reasonable commercial endeavours to deliver or dispose of such Customer Data further to receipt of such a written request, provided that the Customer has, at that time, paid all Charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by the Service Provider in returning or disposing of Customer Data.

14 WAIVER AND REMEDIES

- 14.1 Any failure to exercise or any delay in exercising a right or remedy provided by this Agreement or at law or in equity shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies. A waiver of a breach of any of the terms of this Agreement or of a default under this Agreement shall not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement.
- 14.2 The rights and remedies provided by this Agreement are cumulative and (subject as otherwise provided in this Agreement) are not exclusive of any rights or remedies provided at law or in equity.

15 FORCE MAJEURE

- 15.1 "**Event of Force Majeure**" means an event which falls within one or more of the following categories:
- 15.1.1 riot, civil unrest, military action or terrorism;
 - 15.1.2 damage to or destruction of premises or equipment;
 - 15.1.3 earthquake, storm, flood or other natural disaster;
 - 15.1.4 deliberate sabotage of, or malicious damage to equipment or data (not attributable to the Service Provider or any of its employees);
 - 15.1.5 industrial action, strikes or lock-outs by employees of third parties (including suppliers and sub-contractors of the Service Provider);
 - 15.1.6 inability to obtain supplies of power, fuel, or transport; and
 - 15.1.7 exercise of emergency powers by any governmental authority whether national, regional or local.
- 15.2 Either party shall be released from its obligations (other than an obligation to pay money) to the extent that performance thereof is delayed hindered or prevented by an Event of Force Majeure or any other circumstances beyond its reasonable control.
- 15.3 If a party is prevented from performing its obligations under this Agreement by an Event of Force Majeure which continues for more than 3 months then either party shall be entitled to terminate this Agreement without liability to the other party forthwith on giving written notice of termination to the other party.

16 NO PARTNERSHIP/AGENCY

Nothing in this Agreement is intended to create a partnership or joint venture of any kind between the parties, or to authorise either party to act as agent for the other. Save where expressly so stated in this Agreement, neither party shall have authority to act in the name or on behalf of or otherwise to bind the other.

17 ASSIGNMENT AND SUB-CONTRACTING

- 17.1 The Customer shall not, without the prior written consent of the Service Provider, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 17.2 The Service Provider may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 17.3 Any purported assignment which does not comply with the terms of this Clause shall, as between the parties to this Agreement, be null and void.

18 ENTIRE AGREEMENT AND VARIATION

- 18.1 This Agreement, together with any Work Orders entered into by the parties, constitute the entire agreement and understanding between the parties in respect of the matters dealt with in them and supersedes cancels and nullifies any previous agreement between the parties relating to such matters notwithstanding the terms of any previous agreement or arrangement expressed to survive termination.
- 18.2 Without prejudice to any liability for fraudulent misrepresentation or fraudulent misstatement, each of the parties acknowledges and agrees that in entering into this Agreement, and the documents referred to in it, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement. The only remedy available to it for breach of the warranties shall be for breach of contract under the terms of this Agreement.

19 SEVERANCE

- 19.1 If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.
- 19.2 If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid.
- 19.3 The parties agree, in the circumstances referred to in Clause 19.1 and if Clause 19.2 does not apply, to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision. The obligations of the parties under any invalid or unenforceable provision of this Agreement shall be suspended while an attempt at such substitution is made.

20 NOTICES

- 20.1 Any notice given under or in relation to this Agreement shall be in writing and signed by or on behalf of the party giving it and may be served by delivering it personally or by sending it by pre-paid first class post, or recorded delivery or registered post to the address and for the attention of the relevant party set out in Clause 20.3 or in the event that another address has been notified by a party hereunder in accordance with and making specific reference to this Clause 20.1 then to that other address.
- 20.2 Any such notice shall be deemed to have been received:
- 20.2.1 if delivered personally, at the time of delivery;
- 20.2.2 in the case of pre-paid first class post or recorded delivery or registered post, 48 hours from the date of posting if from and to an address in the United Kingdom or Northern Ireland and 5 days from the date of posting if from and to an address elsewhere
- provided that if deemed receipt occurs before 9am on a Business Day the notice shall be deemed to have been received at 9am on that day, and if deemed receipt occurs after 5pm on a Business Day, or on a day which is not a Business Day, the notice shall be deemed to have been received at 9am on the next Business Day.
- 20.3 The addresses of the parties for the purposes of Clause 20.1 are:
- For the Customer: as notified at time of onboarding.
- For the Service Provider:
Address: One Fleet Place, London, EC4M 7WS
For the attention of: Company Secretary
- 20.4 In proving such service it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party set out in Clause 20.3 (or as otherwise notified by that party hereunder) and delivered either to that address or into the custody of the postal authorities as a pre-paid recorded delivery, registered post or airmail letter.

21 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

No term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement.

22 COUNTERPARTS

This Agreement may be entered into in the form of two or more counterparts each executed by one or more of the parties but taken together executed by all and provided that all the parties shall so enter into this Agreement each of the executed counterparts (when duly exchanged or delivered) shall be deemed to be an original but taken together they shall constitute one instrument.

23 GOVERNING LAW, JURISDICTION AND DISPUTES

- 23.1 This Agreement, its subject matter or its formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.
- 23.2 If any dispute which arises between the parties concerning this Agreement cannot be resolved between the individuals concerned within seven Business Days then either party may refer the matter to be considered by both parties' managing directors (or such person that holds equivalent office who has been nominated in writing by that party for this purpose) who shall meet and use their best endeavours to resolve the issue within seven Business Days of such reference failing which the dispute shall be determined as follows (whether or not the relevant provision of this Agreement contains an express reference to this Clause):
- 23.2.1 if the dispute shall be of a technical nature relating to the Services or any similar or related matter, either party may refer it for final settlement to an expert nominated jointly by the parties. Such expert shall be deemed to act as an expert and not as an arbitrator. Their decision shall (in the absence of manifest error) be final and binding on the parties and their fees for so acting shall be borne by the parties in equal shares unless they determine that the conduct of either party is such that such party should bear all (or such proportion as he may decide) of such fees; and
- 23.2.2 in any other case the dispute shall be determined by the courts of England and Wales and the parties hereby submit to the exclusive jurisdiction of such courts for such purpose.

Appendix 1: Acceptable Use Policy

- 1.1 The Customer is solely responsible for the content it distributes or otherwise makes available using the Services. The Customer is responsible for all use of all accounts in its name, irrespective of whether such use is without its knowledge and/or consent, save that this shall not include any use by the Service Provider or any of the Service Provider personnel.
- 1.2 The Customer is prohibited from carrying out, or allowing to be carried out, any of the following activities:
 - (a) using the Services in a way that:
 - (i) breaches any law or regulation (including, but not limited to, libel, slander, invasion of privacy, harassment, obscenity, child pornography, export laws and regulations, and infringement or misappropriation of another party's copyrights, trademarks, patents, trade secrets or other intellectual property rights);
 - (ii) may be deemed abusive, offensive, anti-social, racist, distressing, harmful or threatening or encourages or promotes illegal or socially unacceptable or irresponsible behaviour;
 - (iii) has any fraudulent purpose or effect or that conceals the identity of the Customer or impersonates any individual or organisation;
 - (iv) threatens the integrity and/or security of any network or computer system (including, but not limited to, transmission of worms, viruses and other malicious codes and accessing any device or data without proper authorisation);
 - (v) attempts to use the Services in such a manner so as to avoid incurring charges for or otherwise being required to pay for such usage;
 - (vi) otherwise degrades or interferes with other users' use of the Services;
 - (vii) constitutes unsolicited bulk mail or "spam";
 - (viii) sells or resells the Service Provider services or products; or
 - (ix) breaches generally accepted standards of telecommunications networks conduct and usage, including, but not limited to, denial of service attacks, web page defacement, port and network scanning, and unauthorised system penetrations.
- 1.3 The Service Provider may suspend and/or terminate the Services at any time on written notice to the Customer for any failure of the Customer, its representatives or its users to comply with this policy or for allowing others to do the same where and to the extent the Service Provider is required to suspend and/or terminate the Services by a carrier that the Service Provider uses to provide the relevant affected Services.

- 1.4 The Service Provider may deny all network access on written notice to the Customer where it reasonably suspects any unlawful activity connected to the Customer's use of the Services. The Service Provider may also implement reasonable technical mechanisms to prevent the same where and to the extent the Service Provider is required to make suspend and/or terminate the Services by a carrier that the Service Provider uses to provide the relevant affected Services.
- 1.5 The Service Provider may charge the Customer to cover reasonable administrative costs associated with the Customer having used the Services contrary to this policy, including, but not limited to, recovery of the costs of identifying offenders and removing them from or discontinuing providing them the Services.
- 1.6 Nothing in this policy limits the Service Provider's rights and remedies (available at law or in equity).
- 1.7 The Customer and its users are responsible for protecting their password and for any authorised or unauthorised use made of their passwords.
- 1.8 The Service Provider reserves the right to change this policy from time to time on written notice to the Customer where and to the extent the Service Provider is required to make such changes by a carrier that the Service Provider uses to provide the Services. The Customer's continued use of the Services shall be deemed acceptance of such modifications.

Appendix 2: Specific Terms

Not used.

Appendix 3: AdEPT Group Companies and Subsidiaries

AdEPT Technology Group plc (company number: 04682431)

Comms Group (UK) Ltd (company number: 06611435)

Centrix Ltd (company number: 02575374)

Shift F7 Ltd t/a AdEPT IT Services (company number 3058870)

Atomwide Limited (company number: 02142875)

Appendix 4: Product Schedules

Specific Product Schedules and the terms therein apply.