ITAM Worx LIMITED – TERMS AND CONDITIONS

1. These terms and conditions which consist of the Sections listed below (these "**Conditions**") apply to all contracts that We enter into with our customers for the provision of "**IT Supplies**" to them:

SECTION A – DEFINITIONS AND INTERPRETATION

SECTION B – GENERAL TERMS

SECTION C – SOFTWARE AND HARDWARE SUPPLY TERMS

2. Section A contains the definition and interpretation provisions that apply to these Conditions generally.

3. Section B contains the general terms which apply to orders for all IT Supplies.

4. Section C only applies where they are applicable to the IT Supplies being ordered.

5. Unless and until superseded by any new Conditions that we may post on this Website, these Conditions apply to all Statements of Work and/or Orders.

6. Unless otherwise stated in a quotation or a price guide, a price is valid until the end of the month in which it is quoted only, and unless otherwise agreed in writing, We may withdraw it at any time by notice to You.

7. Each Order or acceptance of a quotation for IT Supplies by You shall be deemed to be an offer by You subject to these Conditions. You shall ensure that Your order is complete and accurate, and You are liable for any errors or omissions on your order.

8. A binding contract shall not come into existence between Us and You unless a Statement of Works is signed by both parties, until We issue a written Order acknowledgement to You or We commence delivery of the IT Supplies to You (whichever occurs earlier).

9. No Order which has been acknowledged by Us may be cancelled by You, except as provided in these Conditions and/or a Statement of Works and provided that You indemnify, subject to the general limitation of liability in Clause 10, Us in full against all loss (including without limitation loss of profit), costs (including without limitation the cost of all labour and materials used), damages, charges and expenses incurred by Us as a result of cancellation.

10. Any advice or recommendation given by Us or Our employees or agents to You or Your employees or agents as to the storage, application or use of the goods which is not confirmed in writing by Us is followed or acted upon entirely at Your own risk, and accordingly We shall not be liable for any such advice or recommendation which is not so confirmed.

11. Unless expressly agreed in writing by Us, all descriptions, drawings, designs, specifications submitted by Us are approximate only and We shall have no liability in respect of any designs or specifications not prepared by Us and You shall indemnify Us against any and all liabilities and expenses incurred by Us arising therefrom.

12. It is suggested that you download and retain a copy of these Conditions if you have or will be placing an Order or signing a Statement of Works.

13. Phone calls received and made by Us may be recorded for training and quality measurement purposes. All call recordings are treated as confidential information and are only available for review by authorised staff.

SECTION A – DEFINITIONS AND INTERPRETATION

1. Definitions and interpretation

1.1 In these Conditions the expressions which follow are given these meanings unless the context in which they are used requires a different meaning:

1.1.1 **"Applicable Laws"** means any legislation in force from time to time that We can be reasonably expected to be aware of in relation to the IT Supplies;

1.1.2 **"Business Day"** means any day which is not a Saturday, a Sunday or a bank or public holiday throughout England and Wales or Scotland;

1.1.3 **"Commencement Date"** means the earlier of the date specified as such in the Statement of Works/Order or the commencement of delivery of the IT Supplies;

1.1.4 **"Confidential Information"** means (i) Your Input Data; (ii) the Deliverables; (iii) the terms of any Statement of Works/Order; and (iv) any and all other confidential information in any form or format disclosed by or on behalf of one Party to the other Party under or in connection with any Statement of Works/Order at any time (whether before, upon or following the entry into force of these Conditions), which information is marked as confidential or otherwise designated (whether orally or in writing, including in the latter case in terms of the following provisions of this definition) by the person supplying it as 'confidential', or which by its nature is clearly confidential. Confidential Information includes any information in relation to the past, present and potential future finances, policies, procedures, plans, products, services, contractual arrangements, staff, customers or other of Our contractors;

1.1.5 **"Contract Governance Arrangements"** means the contract governance arrangements set out in any Statement of Works/Order;

1.1.6 **"Data Protection Legislation"** means the Data Protection Act 2018, the General Data Protection Regulation ((EU 2016/679) or any replacement legislation applicable in England and Wales from time to time and any other applicable laws relating to the processing of personal data;

1.1.7 **"Deliverables"** means any works, materials or other output in any form or format whatsoever (including drafts) produced or supplied by or on Our behalf for or to You, as part of the IT Supplies, including any such works, materials or other output specified in any Statement of Works or Order;

1.1.8 **"Discloser"** means, in respect of any Confidential Information, the Party by or on behalf of which that Confidential Information is disclosed, except that both Parties will be treated as the "Discloser" of the terms of these Conditions;

1.1.9 **"Fees"** means the fees specified in, or calculated in accordance with, any Statement of Works/Order;

1.1.10 **"Force Majeure Event"** means any cause affecting the performance by a Party of its obligations under any Statement of Works/Order arising from acts, events or omissions beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving Our workforce or the workforce of any other party), failure of a utility service or transport network, default of suppliers or sub-contractors, act of God, war, riot, civil commotion, act or threats of terrorism, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of IT equipment, fire, flood or storm;

1.1.11 **"Intellectual Property Rights"** means patents, rights to inventions, copyright and related rights, trademarks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including without limitation know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered, and including without limitation all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world;

1.1.12 **"IT Supplies"** means any services, Software, Hardware and/or other information technology product which We have agreed to supply to You under, and is described in, a Statement of Works or Order;

1.1.13 **"Manufacturer"** means the original manufacturer of goods or for software the author or licensor of the program or where appropriate their legal representatives in the United Kingdom.

1.1.14 **"Order"** means the order confirmation for IT Supplies (Software and/or Hardware) from You, where no further agreement is signed by both parties.

1.1.15 **"Parties"** means Us and You as parties to the relevant Statement of Works or Order;

1.1.16 **"Project Milestones"** means the dates (if any) identified as such in the Project Timetable;

1.1.17 **"Project Timetable"** means the timetable (if any) for the provision of the IT Supplies which appears in the Statement of Works or Order;

1.1.18 **"Published Specifications"** means the Manufacturers specification for goods listed, valid at the time of acceptance of an order from You.

1.1.19 **"Recipient"** means, in respect of any Confidential Information, the Party to which that Confidential Information is disclosed under any Statement of Works/Order, except that both Parties will be treated as the "Recipient" of the terms of any Statement of Works/Order;

1.1.20 **"Statement of Works"** means any contract, inclusive of any Order/s (and any subsequent document(s)) that the Parties enter into for the provision of IT Supplies and/or Deliverables to be provided by Us to You, which is subject to these Conditions.

1.1.21 **"Term"** means the term of the Statement of Works or IT Supplies stated in any Order;

1.1.22 **"Us"** means ITAM Worx Limited, a company incorporated in England Wales (registered number 14164582), whose registered office is at 3 Weekley Wood Close, Kettering NN14 1UQ and similar expressions such as "We", "Our" and "Ours" shall be construed accordingly;

1.1.23 **"VAT"** means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement or additional tax;

1.1.24 **"Website"** means the website url www.itamworx.com (or any website that We may operate in replacement thereof from time to time);

1.1.25 **"You"** means the person, firm or company who purchases the IT Supplies from Us and similar expressions such as "Your" and "Yours" shall be construed accordingly;

1.1.26 **"Your Data"** means any personal data which is transmitted by or on behalf of You, or is otherwise processed by Us under this agreement or which is generated under this agreement

1.1.27 **"Your Input Data"** means any information and works in any form or format whatsoever disclosed to Us by You or on Your behalf for use by Us in supplying the IT Supplies and includes the physical embodiment of any such information and works (if any) listed in the Statement of Works or Order as part of Your Property; and

1.1.28 **"Your Property"** means the equipment, materials and other items listed in the Statement of Works or Order as resource requirements that You will provide.

1.2 Unless the context requires a different interpretation or these Conditions expressly provides otherwise, the following rules will be used to interpret these Conditions:

1.2.1 Any reference to a statute, a statutory instrument or a provision of either includes references to that statute, statutory instrument or provision as amended, extended, applied, consolidated or re-enacted from time to time, whether before, on or after the Commencement Date and, in the case of a statute or a provision of that statute, will be interpreted as including any subordinate legislation made under that statute or that provision from time to time.

1.2.2 Words used in the singular will be interpreted to include the plural and vice versa.

1.2.3 A reference to a Party to these Conditions includes that Party's permitted successors, transferees and assignees.

1.2.4 A reference to a "person" is to any legal person, including any individual, partnership, company or other body corporate.

1.2.5 The word "including" means "including but not limited to" and "include" and "includes" will be interpreted accordingly.

1.2.6 Except if and to the extent that these Conditions expressly provide otherwise, any reference to recording

or communicating any matter in "writing" will be interpreted as excluding email, and "written" will be interpreted accordingly.

1.2.7 The word "disclose" includes permitting a person to access information in any manner or imparting that information orally or by demonstration and any other tense or part of that verb will be interpreted accordingly.

1.3 Where a word or phrase is defined anywhere in these Conditions, whether in this Clause 1 or elsewhere, that word or phrase will have the meaning given to it in that definition wherever it is used throughout these Conditions.

1.4 The clause headings in these Conditions and any Statement of Works or Order do not create legal rights or obligations, nor affect the meaning of these Conditions.

1.5 In the event of any conflict or inconsistency between them, the terms of an agreed Statement of Works or Order will prevail over these Conditions.

1.6 Where these Conditions use an English legal term and the relevant provision of these Conditions is being considered in the context of a jurisdiction other than England and Wales, the term will be interpreted as referring to that which most nearly approximates to the English legal term in such other jurisdiction.

SECTION B - GENERAL TERMS

2. Application of Section B to all Statements of Works and any Orders

The general terms of Section B of these Conditions apply to and are deemed incorporated within all Statements of Works and any Orders placed by You to the exclusion of any terms and conditions or other contractual terms or arrangements proposed by You except to the extent expressly agreed by Us in the Statement of Works or Order.

3. IT Supplies

3.1 We will use reasonable endeavours to provide the IT Supplies and/or Deliverables to You in accordance with:

3.1.1 the Statement of Works or Order in all material respects;

3.1.2 all Applicable Laws; and

3.1.3 the Project Timetable, recognising however that the dates set out in the Project Timetable shall be estimates only and time shall not be of the essence of these Conditions.

3.2 All IT Supplies, Supplied by Us to You shall be in accordance with;

3.2.1 The current edition of the relevant Published Specifications as published from time to time by the Manufacturer (copies which are available from Us upon request) and;

3.2.2 The specifications or descriptions (if any) shall be expressly listed in the Statement of Works or Order. No other specifications, descriptive material, written or oral presentation, correspondence or statement, promotional or sales literature shall form part of or be incorporated by reference into the Statement of

Works or Order.

3.2.3 The quantity and description of any specification for IT Supplies shall be those set out in the Statement of Works or Order. We reserve the right to make any changes in the specification of IT Supplies which are required to conform to any applicable safety regulations or other statutory requirements.

4. Deliverables

4.1 Risk of damage to, or loss of, any Deliverable which is a good, or any physical medium on which a Deliverable is stored, will pass to You on delivery to You.

4.2 Property in any Deliverable which is a good, or any physical medium on which a Deliverable is stored, will pass to You upon payment by You of the Fees in respect of that Deliverable.

5. Your obligations

5.1 You shall:

5.1.1 co-operate with Us in all matters relating to the IT Supplies;

5.1.2 provide in a timely manner such access to Your premises, Your Property and data (including Your Input Data), and such office accommodation, computer and other facilities, as is requested by Us and/or as indicated as being required from You in the Statement of Works or Order;

5.1.3 provide in a timely manner such information as We may request, and ensure that such information is accurate in all material respects; and

5.1.4 be responsible (at Your own cost) for preparing the relevant premises for the supply of the IT Supplies.

5.2 where the provision of the IT Supplies requires Us to ensure that certain resources are made available at a time and location agreed by both Parties and/or as set out in the Project Timetable, if You are unable to fulfil Your obligations in relation to such activities at such time and location or wish to cancel or postpone the activity so that the resources are not required at the agreed time and/or location then You must give Us notice in accordance with Clause 19 (Notices) not less than 5 Business Days prior to the date of such activity.

5.3 We shall not be liable to You if Our performance of Our obligations under any Statement of Work or Order is prevented or delayed by any act or omission of You or Your agents, sub-contractors or employees. Subject to Clause 5.2, if Our performance of Our obligations under any Statement of Work or Order is prevented or delayed by any act or omission of You or Your agents, sub-contractors or employees, You shall be liable to pay to Us on demand all reasonable costs, charges or losses sustained or incurred by Us (including, without limitation, any loss of opportunity to deploy resources elsewhere), subject to Our confirmation and evidence of such costs, charges and losses to You in writing, and provided We have taken all reasonable steps to mitigate such costs, charges and/or loss. For the avoidance of doubt, such costs, charges and losses may include any such costs, charges or expenses that We incur to Our sub-contractors.

5.4 You shall not, without Our prior written consent, at any time from the Commencement Date to the expiry of twelve months after the completion of the IT Supplies, solicit or entice away from Us or employ or attempt to employ any person who is, or has been, engaged by Us as an employee or sub-contractor in relation to the relevant IT Supplies.

6. Fees, invoicing and payment

6.1 The Fees, invoicing and payment information shall be confirmed in writing by Us in the Statement of Works or Order.

6.2 Clause 6.3 shall apply if any part of the IT Supplies are to be provided on a time-and-materials basis. Clause 6.4 and Clause 6.6 shall apply if any part of the IT Supplies is to be provided for a fixed price. The remainder of this Clause shall apply in either case. The provisions in this Clause are without prejudice to the provisions of Clause 32 where they apply.

6.3 Unless otherwise stated in the Statement of Works or Order, where the Statement of Works or Order provides that any part of the IT Supplies are to be provided on a time-and-materials basis:

6.3.1 The Fees payable for the IT Supplies shall be calculated in accordance with Our standard daily Fee rates as amended from time to time;

6.3.2 Our standard daily Fee rates are calculated on the basis of a seven and half hour day worked between 8.00 and 5.30 pm on Business Days;

6.3.3 We shall be entitled to charge at an overtime rate as stated in Our rate card. Where it is not stated We are entitled to charge 150% of the normal rate for time worked by members of Our team outside the hours referred to in Clause 6.3.2 on a pro-rata basis;

6.3.4 We shall ensure that all members of the team complete time sheets recording time spent in providing the IT Supplies, and We shall use such time sheets to calculate the charges covered by each monthly invoice referred to in Clause 6.3.5; and

6.3.5 Unless otherwise stated in the Statement of Works or Order We shall invoice You monthly in arrears for Our Fees for time, expenses and materials (together with VAT where appropriate) for the month concerned, calculated as provided in this Clause 6. Each invoice shall set out the time spent by each member of Our team.

6.4 Where the Statement of Works or Order provides that any of the IT Supplies are provided for a fixed price the Fees for the IT Supplies shall be the amount set out in the Statement of Works or Order. The total price shall be paid to Us (without deduction or set-off) in instalments as set out in the Project Timetable on its achieving the corresponding Project Milestone. On achieving a Project Milestone, We shall invoice You for the Fees that are then payable, together with expenses and the costs of materials (and VAT, where appropriate), calculated as provided in Clause 6.

6.5 Where the Statement of Works or Order does not contain a Project Timetable, We may invoice You on the dates otherwise set out in the Statement of Works or Order or otherwise on delivery of the IT Supplies and/or the Deliverables.

6.6 Any fixed Fees exclude:

6.6.1 the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the team in connection with the provision of the IT Supplies, and the cost of any materials or services reasonably and properly provided by third parties required by Us for the provision of the IT Supplies. Such

expenses, materials and third-party services shall be invoiced by Us at cost; and

6.6.2 VAT, which We shall add to Our invoices at the appropriate rate.

6.7 You shall pay each invoice submitted to You by Us in full, and in cleared funds, within 14 days of receipt.

6.8 Without prejudice to any other right or remedy that We may have, if You fail to pay Us on the due date We may:

6.8.1 charge interest on such sum from the due date for payment at the annual rate of 3% above the base lending rate from time to time of Bank of England accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment. Alternatively, We may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; and

6.8.2 suspend the provision of all IT Supplies until payment has been made in full.

6.9 All payments payable to Us under the Statement of Works/Order shall become due immediately on termination of the Statement of Works or Order, despite any other provision. This Clause is without prejudice to any right to claim for interest under the law, or any such right under these Conditions.

6.10 We may, without prejudice to any other rights We may have, set off any liability that We may have to You against any liability of You may have to Us.

7. Change control

7.1 If either Party wishes to change the scope of the IT Supplies, it shall submit details of the requested change to the other in writing.

7.2 If either Party requests a change to the scope or execution of the IT Supplies, We shall, within a reasonable time, provide a written estimate to You of:

7.2.1 the likely time required to implement the change;

7.2.2 any variations to Our Fees arising from the change;

7.2.3 the likely effect of the change on the Project Timetable; and

7.2.4 any other impact of the change on the terms of these Conditions and/or the Statement of Works/Order.

7.3 If We request a change to the scope of the IT Supplies, You shall not unreasonably withhold or delay consent to it.

7.4 If You wish Us to proceed with the change, We have no obligation to do so unless and until the Parties have agreed in writing on the necessary variations to Our Fees, the Project Timetable and any other relevant terms of these Conditions and/or the Statement of Works/Order to take account of the change.

7.5 You shall be responsible for paying additional fees for providing You with an estimate in accordance with Clause 7.2 unless the change in question has been requested by Us.

8. Contract governance

8.1 Where applicable, the Parties will implement and follow the Contract Governance Arrangements.

8.2 Without affecting the generality of Clause 8.1, each Party will ensure that the individuals identified in the Contract Governance Arrangements attend the meetings and otherwise perform the functions set out there. We may also require You to ensure that one or more of Your senior representative(s) attends any of those meetings, in any case where We consider that the issues to be discussed at that meeting justify that.

9. Intellectual Property Rights

9.1 All Intellectual Property Rights existing prior to the Commencement Date shall vest in their originator absolutely.

9.2 You grant Us for the Term a non-exclusive, worldwide, royalty free licence to use Your Intellectual Property Rights in any pre-existing material that vests in You pursuant to Clause 9.1 (including without limitation Your Input Data) to the extent required by Us to provide the IT Supplies and to fulfil Our other obligations under these Conditions or the Statement of Works or Order.

9.3 Subject to Clauses 9.1 and 9.2 above and 9.4 below, all Intellectual Property Rights and all other rights in the Deliverables shall be owned by Us. We hereby licence all such rights to You free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable You to make reasonable use of the Deliverables and the IT Supplies as is envisaged by the Parties. If We lawfully terminate a Statement of Works/ or Order under Clauses 15.1, 15.2, 15.5, 15.6 and 15.7, this licence will automatically terminate.

9.4 Where We have agreed to provide You with third party software as part of the IT Supplies, the terms upon which such software is provided are set out in Section C of these Conditions.

10. Limitation of liability

10.1 The following provisions set out Our entire financial liability (including any liability for the acts or omissions of Our employees, agents and sub-contractors) to You in respect of:

10.1.1 any breach of these Conditions or any Statement of Works or any Order/s;

10.1.2 any use made by You of the IT Supplies, the Deliverables or any part of them; and

10.1.3 any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including without limitation negligence) arising under or in connection with these Conditions or the Statement of Works or Order.

10.2 We will provide the IT Supplies to You using reasonable care and skill and any Deliverables will conform substantially to the requirements of the Statement of Works or Order. Without prejudice to Clause 35 if it should be applicable, all other warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded by these Conditions.

10.3 Nothing in Clause 10 excludes Our liability:

10.3.1 for death or personal injury caused by Our negligence; or

10.3.2 for fraud or fraudulent misrepresentation.

10.4 Subject to Clause 10.3:

10.4.1 We shall not in any circumstances be liable, whether in tort (including without limitation for negligence or breach of statutory duty), contract, misrepresentation (whether innocent or negligent) or otherwise for:

10.4.1.1 loss of profits; or

10.4.1.2 loss of business; or

10.4.1.3 depletion of goodwill or similar losses; or

10.4.1.4 loss of anticipated savings; or

10.4.1.5 loss of goods; or

10.4.1.6 loss of contract; or

10.4.1.7 loss of use; or

10.4.1.8 loss or corruption of data or information; or

10.4.1.8 any loss arising as a result of any defect in Software and/or Hardware; or

10.4.1.9 any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and

10.4.2 subject to Clause 10.4.1, Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of Our obligations under these Conditions or the Statement of Works/Order (including any applicable conditions) shall be limited to and shall not exceed £1,000,000 (unless any other amounts are agreed in writing in the Statement of Works/Order).

11. Insurance

We will take out and maintain with a reputable insurer the insurance policies in respect of Our potential liabilities under or in relation to the Statement of Works or any Order.

12. Confidentiality

12.1 Each Party will in respect of any Confidential Information of which it is the Recipient:

12.1.1 use that Confidential Information only if and to the extent necessary for the purposes of performing its

obligations and/or exercising its rights under these Conditions and the Statement of Works or Order;

12.1.2 not disclose that Confidential Information to any person other than:

12.1.2.1 any person employed or engaged by it (including, in Our case, any of Our subcontractors); (ii) its auditors and other professional advisers, in each case if and to the extent that such disclosure is necessary for the purposes in Clause 12.1.1 (**"Permitted Disclosees"**); or

12.1.2.2 any other person having a statutory or other legal right (other than a contractual right) to request and receive that information, including any court of competent jurisdiction, provided that the Recipient informs the Discloser prior to such disclosure that it has been required to make it (if and to the extent that the Recipient is legally permitted to so inform the Discloser); and

12.1.2.3 otherwise use its best endeavours to protect and maintain the confidentiality of that Confidential Information.

12.2 Clause 12.1 will not apply to any information which:

12.2.1 is or becomes public knowledge other than as a result of a breach of this Clause 12;

12.2.2 was lawfully in the Recipient's possession before its disclosure to the Recipient under or in connection with these Conditions; or

12.2.3 following its disclosure to the Recipient under or in connection with these Conditions, is received by the Recipient from a third party who is not under an obligation of confidentiality in relation to that information.

12.3 Each Party will ensure compliance by its Permitted Disclosees with the confidentiality obligations imposed on it by this Clause.

12.4 A Party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of this disclosure as possible.

12.5 Each Party agrees that damages may not be an adequate remedy for any breach of this Clause and that the other Party will be entitled to a court order to enforce compliance with this Clause or to stop any breach of it, actual or threatened.

12.6 The provisions of this Clause 12 are subject to the provisions of Clause 13 in so far as they apply to any Confidential Information which is personal data.

13. Data protection

Within these Conditions the terms “controller”, “data subject”, “personal data”, “personal data breach”, “process (“processed” to be construed accordingly) and “processor” shall have the same meanings as in the Data Protection Legislation.

13.1 With respect to the either Parties' rights and obligations under these Conditions, the Parties acknowledge that in relation to Your Data, You are a controller and We are a processor.

13.2 The Parties acknowledge their respective obligations under the Data Protection Legislation and shall give each other such assistance as is reasonable to enable each other to comply with such obligations. However, for the avoidance of doubt, You agree that where We have satisfied a contractual obligation under these Conditions or Statement of Works/Order, then such satisfaction of the contractual obligation is deemed to satisfy the same or similar requirement under the Data Protection Legislation.

13.2.2 You warrant, represent and undertake to Us that You have lawful grounds for the processing of Your Data.

13.2.1 The Parties confirm that where applicable the following information has been provided in the relevant Statement of Works/Order: subject matter and duration of the processing; the nature and purpose of the processing; the type of personal data; the categories of data subjects; Your obligations and rights.

13.3 Where We processes Your Data under or in connection with these Conditions, We shall:

13.3.1 save as required otherwise by law, only process Your Data as is necessary to perform our obligations under any Statement of Works/Order, and only in accordance with Your documented instructions.

13.3.2 put in place appropriate technical and organisational measures to meet Our obligations under the Data Protection Legislation;

13.3.3 ensure Our staff who will have access to Your Data are subject to appropriate confidentiality obligations;

13.3.4 be entitled to engage sub-processors to process Your Data subject to Us ensuring that equivalent requirements to those set out in this Conditions are imposed on any sub-processor(s), Us remaining fully liable to You for the performance of the sub-processor's obligations and where applicable, providing You reasonable prior notice of any addition, removal or replacement of any such sub-processors;

13.3.5 not process or transfer Your Data outside the European Economic Area without Your prior documented consent (which consent is hereby given in respect of the processing of data by those third parties described where applicable in the relevant Statement of Works/Order). For the avoidance of doubt, any consent given under this clause includes the consent to transfer Your Data to the United Kingdom;

13.3.6 have in place the appropriate technical and organisational security measures to protect Your Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access;

13.3.7 notify You without undue delay after becoming aware of any personal data breach involving Your Data, taking into account the nature of processing and the information available to Us. You confirm that you have had opportunity to review Our breach notification policy, systems and guidance and concluded that they are suitable and adequate for the nature of the processing under any Statement of Works/Order or other agreement;

13.3.8 where applicable take appropriate technical and organisational measures, insofar as is possible, to assist You in responding to requests for data subjects for access to or rectification, erasure or portability of Your Data or for restriction of processing or objections to processing of Your Data (but We will not respond to any such data subject request except on written instructions from You). Furthermore, We will, upon Your request, provide

assistance relating to Your security; impact assessment; data breach reporting requirements; and data protection or data privacy authority consultation obligations under the Data Protection Legislation taking into account the information available to Us. We may charge You reasonable costs (or the rates otherwise agreed between the parties) for time spent and expenses incurred in providing co-operation and assistance as required by this clause;

13.3.9 make available to You such information reasonably requested and which We are reasonably able to provide, and, permit and contribute to such audits, including inspections, conducted by You (or Your appointed auditors), as is necessary to demonstrate compliance with the Data Protection Legislation. You will give reasonable notice of any audit and will be fully liable for any associated costs;

13.3.10 (save as may be required by law) may need to retain Your Data for an agreed period upon expiry or termination of any Statement of Works/Order or other agreement under these Conditions, and at Your cost and option either delete or return Your Data on expiry or termination of any Statement of Works/Order or other agreement under these Conditions, provided always that nothing in this clause shall oblige Us to provide assistance which does not relate directly to any IT Supplies performed pursuant to any agreed Statement of Works/Order or agreement under these Conditions.

13.4 We shall inform You in writing if, in Our opinion, an instruction from the You infringes the Data Protection Legislation but only in relation to a breach of General Data Protection Regulation ((EU 2016/679)) and/or other Union or Member State data protection provisions and not jurisdictions outside of these areas. However, You acknowledge that:

(a) any information We provide is not legal advice or guidance in anyway whatsoever, and that We make no warranty or representation regarding the information (express or implied); and
(b) this clause shall not relieve You of Your obligation to ensure that all instructions to Us comply with all applicable legislation, including all Data Protection Legislation; and

(c) We may charge reasonable costs (or the rates otherwise agreed between the parties) for Our time spent and expenses incurred in providing the You with co-operation and assistance as required by this clause.

13.5 Notwithstanding anything to the contrary, if any of the following occur:

(a) any changes/modifications to the Data Protection Legislation (including in connection with the withdrawal of the United Kingdom from the European Union and/or the EEA) including the requirement to amend, update, modify or replace any systems used to process the Your Data;

(b) any new, clarified or amended guidance or polices issued by a supervisory authority;

(c) any direction or instruction issued by a supervisory authority (whether relating to You or Us in respect of the IT Supplies (including any processing of the Your Data);

then any increased effort or costs incurred by Us in association with the aforementioned shall be additionally chargeable to You.

13.6 You shall indemnify and keep indemnified, subject to the general Limit of Liability in Clause 10,Us against any liability, fines, claims, demands, expenses and costs (including legal fees) arising as a result of: any breach of Data Protection Legislation by You, or Us acting in accordance with any instruction, policy or procedure on Your behalf

AND

13.7 You warrant and represent that any instruction, policy or procedure shall be lawful.

14. COMPLIANCE WITH LEGISLATION

14.1 You shall:

14.1.1 comply with all applicable law, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;

14.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;have and shall maintain in place throughout the term of the Contract its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Act, the Relevant Policies and Clause 14.1.2 and will enforce them where appropriate;

14.1.3 promptly report to Us any request or demand for any undue financial or other advantage of any kind received by You in connection with the performance of the Statement of Works/Order;

14.1.4 immediately notify Us (in writing) if a foreign public official becomes an officer or employee for You or acquires a direct or indirect interest in You (and You warrant that You have no foreign public officials as officers, employees or direct or indirect owners at the date of the Statement of Works/Order); and

14.1.5 shall when requested certify to Us in writing, signed by an officer of Yours, compliance with this Clause 14 by You and all persons associated with it under clause 14.2. You shall provide such supporting evidence of compliance as We may reasonably request.

14.2 Breach of this Clause 14 shall be deemed a material breach of these Conditions and shall entitle Us to terminate this Agreement forthwith on written notice under Clause 15 of these Conditions.

14.3 For the purpose of this Clause 14, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this Clause 14 a person associated with You includes but is not limited to any subcontractor of Yours.

15. Termination

15.1 Any Statement of Works or Order may be terminated by Us at any time by giving at least thirty days' written notice to You or as otherwise specified in any Statement of Works or Order

15.2 Any Statement of Works or Order may be terminated by Us immediately by giving written notice to You, if You commit a material breach of the Statement of Works or Order.

15.3 Subject to 15.4, You may terminate the Statement of Works or Order by giving written notice to Us, if We commit a material breach of the Statement of Works or Order. However, where a breach is capable of being remedied, such Statement of Works/Order may only be terminated where We have failed, within 30 days of receipt of a notice from You (unless an alternative timescale is agreed), describing that breach and requesting that it be remedied, to remedy that breach.

15.4 The Statement of Works may be terminated immediately by You by giving written notice to Us, if We are in persistent breach of the Statement of Works. We will be in persistent breach of the Statement of Works if We have committed a material breach of such Statement of Works on at least the number of occasions in the period prescribed in the Statement of Works or any Order. In the absence of any agreed number of occasions and period in the Statement of Works the parties agree that persistent breach is a material breach by Us for which written warning notice has been issued, which has continued for more than 60 days or recurred for more than three successive months.

15.5 Where any of the IT Supplies is subject to a User License, We shall be entitled to suspend or terminate the relevant IT Supplies immediately effective upon notice, for a violation of the User License by You, and You agree to defend, indemnify and hold Us harmless from any losses, damages, costs, liabilities or expenses resulting from any third party claim or allegation arising out of, or relating to, use of the relevant IT Supplies, which is as a result of Your violation of the User Licence.

15.6 Either Party may, by written notice to the other, terminate the Statement of Works or Order if a Force Majeure Event occurs which prevents Us from performing Our obligations in respect of all or a substantial part of the IT Supplies for a continuous period of more than 15 days.

15.7 The Statement of Works or Order may be terminated by either Party (the **"Terminating Party"**) immediately by giving written notice to the other Party if:

15.7.1 the other Party suspends or threatens to suspend payment of its debts or is unable to pay its debts as they fall due or, being a company or a limited liability partnership, is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or, being a natural person, is deemed either to be unable to pay its debts or to have 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 applies;

15.7.2 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 any of its creditors (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 the other Party);

15.7.3 a moratorium is declared in respect of any indebtedness of the other Party;

15.7.4 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 (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 the other Party);

15.7.5 an application is made to court, or an order is made, for the appointment of an administrator, a notice of intention to appoint an administrator is given, or an administrator is appointed over the other Party;

15.7.6 an administrative receiver, a receiver or a compulsory manager is appointed over the assets of the other Party or a person becomes entitled to make any such appointment;

15.7.7 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 fourteen days;

15.7.8 any event occurs, or step is taken in respect of the other Party in any jurisdiction to which it is subject which event or step is equivalent or similar to those set out in this Clause 15.7;

15.7.9 the other Party ceases (or threatens to cease) for any reason to carry on all or a substantial part of its business or takes or suffers any similar action which in the opinion of the Terminating Party means that the other Party may be unable to pay its debts.

16. Consequences of expiry or termination

16.1 The expiry or termination of the Statement of Works/Order (for any reason) will not affect:

16.1.1 any rights or obligations of either Party that have accrued prior to such expiry or termination; or

16.1.2 any provision of the Statement of Works/Order which is expressly or by implication intended to come into or to continue in force on or after such expiry or termination.

16.2 Subject to Clause 16.3, upon the expiry or termination of the Statement of Works/Order, each Party will promptly, and in any event within ten Business Days of such expiry or termination, deliver up to the other Party or destroy (at the absolute discretion of the other Party) any and all copies of Confidential Information (other than copies of these Conditions or any of its terms) of which it is the Recipient then in its (or any of its Permitted Disclosees') possession or control and provide the other Party with written confirmation, signed by a duly authorised officer, certifying that it has complied with its obligations under this Clause 16.2. The obligation to destroy any Confidential Information pursuant to this Clause 16.2 includes an obligation to permanently delete from any information technology system any copies of that Confidential Information held there in electronic form.

16.3 Clause 16.2 does not prohibit a Party (or its Permitted Disclosee) from retaining a copy of any Confidential Information if and to the extent that and for so long as that Party (or its Permitted Disclosee) is legally obliged to do so (other than in terms of any contractual obligation on its part) or that Party (or its Permitted Disclosee) reasonably requires to do so for internal audit and legal risk management purposes.

17. Assignment and sub-contracting

17.1 You may not assign, novate or otherwise transfer or sub-contract or otherwise deal in any of Your rights and/or obligations under the Statement of Works or Order, whether in whole or in part, without Our prior written consent, such consent not to be unreasonably withheld or delayed.

17.2 We 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 these Conditions and/or the Statement of Works or Order.

18. Force majeure

A Party that is subject to a Force Majeure Event will not be in breach of these Conditions and/or the Statement of Works/Order or liable for any failure or delay in the performance of any obligations under these Conditions and/or the Statement of Works/Order to the extent that such failure or delay is attributable to the Force Majeure Event.

19. Notices

19.1 Where any notice is to be given under the Statement of Works or Order, it must be in English and in writing, signed by a duly authorised signatory of the Party giving it. Notices must be:

19.1.1 delivered personally or by commercial courier or sent by first class post or recorded delivery, to the address and marked for the attention of the individual specified in the notices provisions of the Statement of Works or Order, or to any other address and marked for the attention of any other individual that either Party may nominate in writing for these purposes from time to time; or

19.1.2 sent by email to the addressee specified in the notices provisions of the Statement of Works or Order, or such other email recipient as either Party may nominate in writing for these purposes from time to time, and provided that within twenty four hours of sending it, the email notice is also delivered or posted to the Party concerned in accordance with Clause 19.1.1.

19.2 Any notice given in accordance with Clause 19.1 will be treated as having been received:

19.2.1 at the time of delivery, if delivered personally;

19.2.2 at the time of signature by the recipient of the courier's receipt, if delivered by commercial courier;

19.2.3 at 0900 hours on the second Working Day following the date of posting the notice, if sent by post; and

19.2.4 immediately on completion of successful transmission, if sent by email.

However, where in any case, these rules would result in a notice being treated as having been received on a day which is not a Business Day, or after 1700 hours on a day which is a Business Day, it will be treated as having been received at 0900 hours on the next Business Day afterwards.

19.3 To prove the giving of a notice it will be sufficient to show it was sent in accordance with Clause 19.1.

19.4 The provisions of this Clause do not apply to the service of any process in any legal action or proceedings which may be served in any manner competent under applicable law.

20. Severability

20.1 If any provision of these Conditions and/or the Statement of Works/ or Order is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

20.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.

21. Waiver

21.1 No failure to exercise or delay in exercising a right or remedy under a Statement of Works or Order or otherwise in law will constitute grounds from which to infer that the Party so delaying or failing has waived or elected to abandon that right or remedy in respect of any circumstances or events, past, present and/or future.

21.2 No single or partial exercise of any right or remedy under any Statement of Works or Order or in law will preclude or restrict the further exercise of that right or remedy.

22. Variations

No variation of these Conditions shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

23. Exclusive Remedies

The remedies set out in these Conditions and the relevant Statement of Works or Order/s are Your sole and exclusive remedies.

24. Disputes

24.1 If a dispute arises out of or in connection with these Conditions and/or a Statement of Works/Order, or the performance, validity or enforceability of either of them (**Dispute**) then the Parties shall follow the procedure set out in this clause:

24.1.1 either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, our Sales Director and the person identified in the Statement of Works/Order for First Stage Dispute shall attempt in good faith to resolve the Dispute;

24.1.2 if the above are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to our Sales & Marketing Director and the person identified in the Statement of Works or Order for Second Stage Dispute who shall attempt in good faith to resolve it; and

24.1.3 if the above are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the Dispute shall be referred for determination as follows:

24.1.4 if the dispute is of a technical nature which is related to the provision of the IT Supplies and/or the Project, to an expert (an **"Expert"**), who will act as expert and not as arbitrator, in accordance with Clause 24.2 to Clause 24.5; or

24.1.5 in all other cases, mediation and/or arbitration in accordance with Clause 24.6 and Clause 24.8.

24.2 The Expert will be selected and appointed by agreement of the Parties. If the Parties fail to appoint the Expert within 10 Business Days, the Expert will be chosen and appointed on the instructions of either Party using CEDR Solve who shall appoint an Expert who is suitably qualified and experienced to determine the issue in dispute.

24.3 The Expert will be instructed to deliver his or her decision to the Parties in writing within 30 days or such other period as may be agreed in writing of the date on which his or her appointment takes effect.

24.4 Each Party will fully comply with any instructions issued by the Expert in accordance with the terms of his or her appointment and otherwise co-operate with the Expert, including by providing him or her with any information in its possession which he or she requests for the purposes of considering the issue in dispute and reaching his or her decision.

24.5 Each Party will bear its own costs in relation to the reference to the Expert. The fees and costs of the Expert will be borne by the Parties in whatever proportion he or she decides having regard (amongst other things) to the conduct of the Parties.

24.6 If Clause 24.1.3 applies and/or the Parties cannot agree that the Dispute is of a technical nature, the Parties shall first seek settlement of the Dispute by mediation in accordance with the LCIA Mediation Rules, which Rules are deemed to be incorporated by reference into this clause.

24.7 If the Dispute is not settled by mediation within 30 days of the commencement of the mediation, or such further period as the parties shall agree in writing, the Dispute shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause there shall be one arbitrator and the seat, or legal place, of arbitration shall be England.

24.8 The provisions of this Clause 24 do not prevent either Party from applying for an interim court order whilst the Parties attempt to resolve a dispute in accordance with this clause.

25. No joint venture, partnership or agency

A Statement of Works or Order does not and is not intended to create a partnership or joint venture between the Parties to it, nor authorise either Party to act as agent for the other. Except to the extent otherwise agreed expressly in a Statement of Works or Order or otherwise in Writing, neither Party will have authority to act in the name of or on behalf of or otherwise to bind the other Party in any way (including without limitation the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power), nor will they purport to so act or to so bind the other Party.

26. Counterparts

A Statement of Works or Order may be entered into in any number of counterparts and by the Parties on separate counterparts, each of which, when executed and delivered, shall constitute a duplicate original, but all the counterparts together shall together constitute the one agreement.

27. Entire agreement

27.1 The Statement of Works or Order and any other documents that may be referred to in it or annexed to it, constitutes the entire agreement between the Parties in relation to its subject matter and supersedes any prior arrangement, understanding or agreement between them in relation thereto.

27.2 Each of the Parties acknowledges and agrees that in entering into the Statement of Works or Order and the documents referred to in it or annexed to it, it does not rely on the statement, representation (whether innocent or negligent), assurance or warranty (whether in writing or not) of any person (whether party to this agreement or not) other than as expressly set out in the Statement of Works or Order or those documents.

27.2 These Conditions and the Statement of Works or Order are made for the benefit of the Parties to it and (where applicable) their successors and permitted assigns, and is not intended to benefit, or be enforceable by anyone else.

28. Law

28.1 These Conditions, the Statement of Works or Order and any dispute or claim arising out of or in connection with

them or their subject matter or formation (including without limitation non-contractual disputes or claims) are governed by and construed in accordance with the law of England and Wales.

28.2 Subject to Clause 24, the Parties irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Conditions, the Statement of Works or Order or its or their subject matter or formation (including without limitation non-contractual disputes or claims).

SECTION C – SOFTWARE AND HARDWARE SUPPLY TERMS

29. Application of Section C

29.1 The terms of this Section C of these Conditions apply to and are deemed incorporated within all Statement of Works or any Order where within the IT Supplies there is a reference to Software and/or Hardware, to the exclusion of any terms and conditions or other contractual terms or arrangements proposed by You.

29.2 Unless any provision in this Section provides otherwise, the terms of this Section shall apply to the re-sale of all Hardware and Software by Us.

30. Definitions

In addition to the defined terms contained within Section A Clause 1, the expressions which follow are given these meanings unless the context in which they are used requires another meaning.

“Hardware” means the hardware products to be provided by Us to You under the Statement of Works or set forth in any Order;

"Media" means the media upon which Software is recorded and any documentation produced by Us which is associated with Software specified in the Statement of Works or Order;

"Software" means any third-party software products to be provided by Us to You under the Statement of Works or set forth in any Order;

"User Licence" means the end user licence agreement applying to the Software provided to You by the licensor of the Software.

31. Software User Licences, Intellectual Property and Representations

31.1 Subject to the payment of the Fees by You and acceptance by You of the terms of the relevant User Licences, We shall procure the delivery of the Software for, and provide the Media to, You if Media delivery is applicable.

31.2 We do not own any Intellectual Property Rights in the Software and We do not grant You any rights to use the Software. You acknowledge that User Licences are granted by the licensors of the Software direct to You and confirm that You will use Software on and subject to their terms.

31.3 You acknowledge that We are not authorised to make and have not made any representations regarding the Software to You, and You have not entered into the Statement of Works or confirmed any Order in reliance of any

representations regarding the Software.

31.4 The Statement of Works or Order covers the supply of the Software by Us to You. Unless the description of the IT Supplies expressly provides otherwise, We do not advise or recommend the purchase of any software by You and assume no duties under contract or otherwise in relation to Your choice of Software.

32. Use of Software

32.1 You undertake:

32.1.1 not to use the Software until You have accepted the terms of the relevant User Licence;

32.1.2 to notify Us of any material breaches of User Licences without delay;

32.1.3 not to copy the Software (other than in accordance with the terms of a User Licence);

32.1.4 not to disassemble, decompile or reverse engineer the Software except in accordance with the terms of the User Licence, the Statement of Works/Order or as permitted by applicable law;

32.1.5 not to translate, modify, create derivative works from, adapt, enhance or extend the Software (other than in accordance with the terms of a User Licence);

32.1.6 not to lease, rent, loan, distribute, sub-lease, transfer, or sub-license the Software (other than in accordance with the terms of a User Licence);

32.1.7 to supervise and control use of Software to ensure compliance with the terms of User Licences and the Statement of Works/Order;

32.1.8 to ensure that Your employees and agents are notified of the restrictions contained in this Section and the terms of User Licences prior to such employee or agent using the Software; and

32.1.9 not to use the Software to provide any bureau, application service or facilities management service or use the Software to process the data of any third party.

33. Payment

33.1 Unless otherwise stated in the Statement of Works/Order, You shall pay the Fees which relate to the Software and/or Hardware in full to Us within 14 days of the date of Our invoice without any withholding, deduction, set-off, counterclaim or cross demand. We reserve the right to have User Licences revoked and withdraw IT Supplies if payment is not received for the Software and/or Hardware within 14 days of Our Invoice date (or in accordance with any other payment terms which are agreed between the Parties).

33.2 Title to Media and/or Hardware shall not pass until full payment of the relevant Fees and all other monies due from You to Us have been paid.

33.3 In addition to the Fees (and unless the parties agree otherwise) You shall pay any delivery charges associated with the delivery of Media and/or Hardware to Us and/or to You.

33.4 Save to the extent that they are inconsistent with the terms of this Clause 33, the terms of Clause 6 apply to the

Fees which relate to Software and/or Hardware.

34. Delivery

34.1 Where applicable, We agree to deliver Media and/or Hardware to You. Any delivery times provided by Us to You are estimates only and time of delivery of Media and/or Hardware shall not be of the essence.

34.2 We may deliver Media and/or Hardware in instalments.

34.3 Risk in Media and/or Hardware shall pass on delivery.

34.5 You shall be responsible (at the Your own cost) for preparing the delivery location for the delivery of the Hardware and for the provision of all necessary access and facilities reasonably required to deliver and install the Hardware. If We are prevented from carrying out delivery or installation on the specified date because no such preparation has been carried out, We may levy additional charges to recover Our loss arising from this event.

35. Returns/Cancellation

As a reseller of Software and Hardware, We are subject to the return and cancellation policies of the relevant supplier of the Software and Hardware. We shall provide reasonable efforts to assist You in cancelling and/or returning the Software and/or Hardware in accordance with the relevant return and/or cancellation policies of the supplier applicable to the Software and/or Hardware.

36. Warranty

36.1 We warrant that Media will be of satisfactory quality on delivery but otherwise all warranties and conditions that may apply to the Software are excluded to the fullest extent permitted by law.

36.2 In the event of any breach of Clause 36.1 by Us, Our sole obligation and Your sole remedy shall be to replace such deficient Media provided that this remedy will only be available to You where such deficiency has been notified to Us within 7 days of the date of delivery.

36.3 You acknowledge that We do not manufacture the Hardware, We therefore, exclude all warranties, conditions and implied terms to the fullest extent possible in relation to such Hardware.

36.4 Hardware/Software supplied will be subject to its own individual warranty with it's Manufacturer. We will either;

36.4.1 obtain for You the benefit of any standard end-user warranties in respect of the Hardware/Software (whether by assignment from Us or directly from the Manufacturer); or

36.4.2 grant You the same warranties that We receive from the Manufacturer in respect of the Media subject to the conditions and limitations relating to those warranties contained in contractual documents between the Manufacturer and Us.

37. Export Control

Without prejudice to the generality of Clause 31.2, You acknowledge and undertake that the Software may be the subject of governmental controls on its use or resale and that You will observe the provisions of applicable law and

User Licences relating to such controls.

38. Indemnity

You will indemnify Us against all losses, claims, demands, expenses and liabilities of any nature which We may sustain or suffer arising from a breach by You of your undertakings to Us under clauses 32 and/or 37.