

CLOUD PCI – END USER LICENCE AGREEMENT

All contracts that Supplier enters for the provision of the Supplier Service and related services are governed by these Terms. Customer indicates its acceptance of these Terms by signing a Services Order Form.

1. Definitions

1.1. The following definitions and rules of interpretation apply in these Terms:

Acceptance Criteria	(a) The Platform and Supplier Service conforming in all material respects with the Service Specification; and (b) the Supplier Service being free from Defects.
Acceptance Period	A period of 10 Business Days following the making available of the Supplier Service to Customer for the purposes of testing in accordance with Clause 4 or any repeated making available of the Supplier Service to Customer for the purposes of testing in accordance with Clause 4, or such other period or periods as the parties may agree in writing.
Acceptance Tests	A set of tests designed to establish whether the Supplier Service meet the Acceptance Criteria, providing that the exact form of the tests shall be determined and documented by Supplier acting reasonably and communicated to Customer in advance of the first Acceptance Period.
Access Credentials	The usernames, passwords and other credentials enabling access to the Supplier Service, including access credentials for the API.
Affiliate	An entity that Controls, is Controlled by, or is under common Control with the relevant entity.
Agreement	A contract between the parties for the provision of the Supplier Service, created by the parties agreeing a Services Order Form and comprising the Services Order Form, these Terms and the DPA.
Anti-Corruption Laws	All applicable anti-bribery and anti-corruption laws (including the Bribery Act 2010).
Anti-Slavery Laws	All applicable anti-slavery and anti-human trafficking laws (including the Modern Slavery Act 2015).
Anti-Tax Evasion Laws	All applicable anti-tax evasion laws (including the Criminal Finances Act 2017).
API	Means the application programming interface for the Supplier Service developed by Supplier or its licensors and made available by Supplier to Customer.
Business Day	Any weekday other than a bank or public holiday in England.
Business Hours	The hours of 09:00 to 17:00 GMT/BST on a Business Day.
CCN	A change control notice issued in accordance with Clause 16.
CCN Consideration Period	A period of 10 Business Days following the receipt by a party of the relevant CCN from the other party.
Change	Any change to the scope of the Services.
Charges	Includes: (a) the amounts specified in Section 5 of the Services Order Form; (b) any amounts agreed in writing by the parties from time to time; and (c) amounts calculated by multiplying Supplier's standard time-based charging rates (as notified by Supplier to Customer before the date of the Agreement) by the time spent by Supplier's personnel performing the Support Services (rounded down by Supplier to the nearest quarter hour).

Communications Data	any communications data generated or collected through the Customer's use of the Services, including call recordings, transcriptions and associated meta data;
Confidential Information	Any information disclosed by or on behalf of a party to the other party at any time before the termination of the Agreement (whether disclosed in writing, orally or otherwise) that at the time of disclosure: (a) was marked or described as "confidential"; or (b) should have been reasonably understood by the receiving party to be confidential; including the Customer Data and the financial terms of the Agreement.
Control	The legal power to control (directly or indirectly) the management of an entity (and Controlled shall be construed accordingly).
Customer	The person or entity identified as the customer in Section 1 of the Services Order Form.
Customer Data	All data, works and materials: (a) uploaded to or stored on the Platform by Customer; (b) transmitted by the Platform at the instigation of Customer; (c) supplied by Customer to Supplier for uploading to, transmission by or storage on the Platform; or (d) generated by the Platform as a result of Customer's use of the Supplier Service (but excluding analytics data relating to the use of the Platform and server log files).
Customer Event	Indemnity As defined in Clause 26.3.
Customer Representatives	The person or persons identified as such in Section 6 of the Services Order Form, and any additional or replacement persons that may be appointed by Customer giving Supplier written notice of the appointment.
Customer Systems	The hardware and software systems of Customer that interact with, or may reasonably be expected to interact with, the Supplier Service.
Customisation	A customisation of the Supplier Service, whether made through the development, configuration or integration of software, or otherwise.
Data Security Measures	The security measures Supplier applies to the Platform, Supplier Service, API and Customer Data, as set out in Schedule 2 and as may be updated by Supplier from time to time.
Defect	A defect, error or bug in the Platform having a material adverse effect on the appearance, operation, functionality or performance of the Supplier Service, but excluding any defect, error or bug caused by or arising as a result of: (a) any act or omission of Customer or any person authorised by Customer to use the Platform or Supplier Service; (b) any use of the Platform or Supplier Service contrary to the Documentation, whether by Customer or by any person authorised by Customer; (c) a failure of Customer to perform or observe any of its obligations in the Agreement; and/or (d) an incompatibility between the Platform or Supplier Service and any other system, network, application, program, hardware or software not specified as compatible in the Service Specification.
DPA	The data processing addendum for the Services available at https://trust.ipiplatform.com/ipi-data-protection-addendum/ .

Documentation	The documentation for the Supplier Service produced by Supplier and delivered or made available by Supplier to Customer, including the “Service Description.”
Effective Date	The date upon which the Services Order Form is signed by the last party to sign it.
Expenses	The travel, accommodation and subsistence expenses that are reasonably necessary for, and incurred by Supplier exclusively in connection with, the performance of Supplier's obligations under the Agreement.
Force Majeure Event	An event, or a series of related events, that is outside the reasonable control of the party affected, including power failures, industrial disputes affecting any third party, changes to the law, disasters, epidemics, pandemics, explosions, fires, floods, riots, terrorist attacks, wars and failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections that could not be prevented by the application of reasonable security measures in accordance with good industry practice.
Intellectual Rights	Property All intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these intellectual property rights include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs).
Minimum Term	The minimum term specified in Section 3 of the Services Order Form, or if no period is specified there, a period of 12 months beginning on the Effective Date.
Platform	The platform managed by Supplier and used by Supplier to provide the Supplier Service, including the application and database software for the Supplier Service, the system and server software used to provide the Supplier Service, and the computer hardware on which that application, database, system and server software is installed.
Remedy Period	A period of 20 Business Days following Customer giving Supplier a notice that the Supplier Service has failed the Acceptance Tests, or such other period as the parties may agree in writing.
Services	The services that Supplier provides to Customer, or has an obligation to provide to Customer, under the Agreement, including the Set Up Services, Supplier Service and Support Services.
Services Order Form	An order form or “Statement of Work” for the Services published by Supplier and signed or otherwise agreed by or on behalf of each party, incorporating these Terms by reference.
Service Description	A part of the Supplier’s Documentation, and which includes the Service Level Agreement.
Service Specification	The specification for the Platform and Supplier Service set out in Section 3 of the Services Order Form and in the Documentation.
Set Up Services	Configuration, implementation and integration of the Supplier Service, as set out in Section 2 of the Services Order Form.
Supplier	IP Integration Limited, a company incorporated in England and Wales with company number 04210561, having its registered office at Integration House, Turnhams Green Business Park, Pincent Lane, Calcot, Reading, Berkshire, RG31 4UH.
Supplier Indemnity Event	As defined in Clause 26.1.

Supplier Representatives	The person or persons identified as such in the Services Order Form and any additional or replacement persons that may be appointed by Supplier giving Customer written notice of the appointment.
Supplier Service	The SaaS voice data processing applications developed and offered by Supplier known as “Cloud PCI,” as set out in the Services Order Form.
Support Services	Support in relation to the use of, and the identification and resolution of errors in, the Supplier Service, excluding the provision of training services.
Supported Web Browser	The current release from time to time of Microsoft Edge, Google Chrome or Apple Safari (desktop browser and tablet versions on higher resolution iPad or android tablet), or any other web browser that Supplier agrees in writing shall be supported.
Term	The term of the Agreement, commencing and ending in accordance with Clause 2.
Terms	These terms, including the Schedules.
Third Party Services	Any hosted, cloud or software-based services provided by any third party that are or may be integrated with the Supplier Service via the API or otherwise for which Customer must, in order to activate the integration, have an account with the relevant services provider or obtain activation or access credentials from the relevant services provider.
TUPE	Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time.
TUPE Schedule	The TUPE provisions referenced in Clause 35, which are incorporated into this Agreement by reference and are available at this link: https://trust.ipiplatform.com/index.php/tupe-schedule/

- 1.2. In these Terms, a reference to a statute or statutory provision includes a reference to that statute or statutory provision as modified, consolidated and/or re-enacted from time to time and any subordinate legislation made under that statute or statutory provision.
- 1.3. The Clause headings do not affect the interpretation of these Terms.
- 1.4. References in these Terms to Schedules are to the schedules attached to these Terms.
- 1.5. References in these Terms to calendar months are to the 12 named periods (January, February and so on) into which a year is divided.
- 1.6. In these Terms, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.
- 1.7. In the event of a conflict between the provisions of the documents that comprise the Agreement, except where expressly stated otherwise, the following precedence shall apply:
 - 1.7.1. the provisions of the DPA shall prevail over any conflicting provisions elsewhere in the Agreement relating to the processing of personal data;
 - 1.7.2. the provisions of the main body of these Terms shall prevail over any conflicting provisions in a Schedule;
 - 1.7.3. the provisions of the Services Order Form shall prevail over any conflicting provisions in these Terms.

2. Term

- 2.1. The Agreement shall come into force upon the Effective Date and continue in force for the term stated in the Services Order Form (the “**Initial Minimum Term**”), subject to termination in accordance with Clause 29 or any other provision of the Agreement.
- 2.2. Without prejudice to clause 2.3, on expiry of the Initial Minimum Term, unless otherwise agreed, the Services Order Form shall automatically renew thereafter for successive periods, each with a term equal to 12 months (a

“Renewal Term”) unless or until terminated by either party giving not less than 30 days’ notice in writing, such notice to expire at the end of the Initial Minimum Term or any Renewal Term.

- 2.3. If the Initial Minimum Term is 1 (one) month, then the Services Order Form shall automatically renew thereafter for successive periods of 1 (one) month (a **“Renewal Term”**) unless or until terminated by either party giving not less than 30 days’ notice in writing, such notice to expire at the end of the Initial Minimum Term or any Renewal Term.
- 2.4. The Charges applicable for any Renewal Term shall be subject to Clause 17.4 (unless otherwise agreed in writing between the parties).
- 2.5. Each Services Order Form shall create a distinct contract under these Terms.

3. Set Up Services

- 3.1. Supplier shall provide the Set Up Services to Customer in accordance with the standards of skill and care reasonably expected from a leading service provider in Supplier's industry and using reasonable endeavours to ensure that the Set Up Services are provided in accordance with any timetable set out in Section 2 of the Services Order Form.
- 3.2. Customer acknowledges that a delay in Customer performing its obligations in the Agreement may result in a delay in the performance of the Set Up Services; and subject to Clause 27.1 Supplier will not be liable to Customer in respect of any failure to meet the Set Up Services timetable to the extent that that failure arises out of a delay in Customer performing its obligations in the Agreement.
- 3.3. Any Intellectual Property Rights that may arise out of the performance of the Set Up Services by Supplier shall be the exclusive property of Supplier.

4. Acceptance procedure

- 4.1. Customer shall carry out the Acceptance Tests during each Acceptance Period.
- 4.2. Supplier shall provide to Customer at Supplier's own cost and expense all such assistance and co-operation in relation to the carrying out of the Acceptance Tests as Customer may reasonably request.
- 4.3. Before the end of each Acceptance Period, Customer shall give to Supplier a written notice specifying whether the Supplier Service has passed or failed the Acceptance Tests.
- 4.4. If Customer fails to give to Supplier a written notice in accordance with Clause 4.3, then the Supplier Service shall be deemed to have passed the Acceptance Tests.
- 4.5. If Customer notifies Supplier that the Supplier Service has failed the Acceptance Tests, then Customer must provide to Supplier, at the same time as the giving of the notice, written details of the results of the Acceptance Tests including full details of the identified failure.
- 4.6. If Customer notifies Supplier that the Supplier Service has failed the Acceptance Tests:
 - 4.6.1. if Supplier acting reasonably agrees with Customer that the Supplier Service does not comply with the Acceptance Criteria, then Supplier must correct the issue and make available the corrected Supplier Service to Customer before the end of the Remedy Period for a further round of Acceptance Tests; or
 - 4.6.2. otherwise, then the parties must meet as soon as practicable and in any case before the expiry of the Remedy Period and use their best endeavours to agree whether the Supplier Service does not comply with the Acceptance Criteria, and if appropriate a plan of action reasonably satisfactory to both parties, and they must record any agreement reached in writing.
- 4.7. Notwithstanding the other provisions of this Clause 4, but subject to any written agreement of the parties to the contrary, the maximum number of rounds of Acceptance Tests under this Clause 4 shall be 3, and if the Acceptance Criteria have not been met by the end of the final round of Acceptance Tests, Supplier shall be deemed to be in material breach of the Agreement in respect of the Supplier Service.

- 4.8. A notification by Customer that the Supplier Service has passed the Acceptance Tests will not prejudice Customer's rights in the event of a breach of any warranty given by Supplier to Customer in the Agreement in relation to the Supplier Service; nor will any deemed passing of the Acceptance Tests under this Clause 4.

5. Supplier Service

- 5.1. Supplier shall provide Customer with the Access Credentials necessary to enable Customer to access and use the Supplier Service upon the acceptance or deemed acceptance of the Supplier Service by Customer.
- 5.2. Supplier hereby grants Customer a worldwide, non-exclusive licence to use the Supplier Service by means of the API for the internal business purposes of Customer in accordance with the Documentation and the limitations and prohibitions set out in this Clause 5 during the Term.
- 5.3. The API may only be used by an application or applications approved by Supplier in writing and controlled by Customer.
- 5.4. Except to the extent required by law on a non-excludable basis, Customer must not:
- 5.4.1. sub-license its right to access and use the Supplier Service;
 - 5.4.2. permit any unauthorised person or application to access or use the Supplier Service;
 - 5.4.3. use the Supplier Service to provide services to third parties;
 - 5.4.4. republish or redistribute any content or material from the Supplier Service;
 - 5.4.5. make any alteration to the Platform or Supplier Service, except as permitted by the Documentation; or
 - 5.4.6. conduct or request that any other person conduct any load testing or penetration testing on the Platform or Supplier Service without the prior written consent of Supplier.
- 5.5. Customer shall implement and maintain reasonable security measures relating to the Access Credentials to ensure that no unauthorised person or application may gain access to the Supplier Service by means of the Access Credentials.
- 5.6. The Supplier's Service Description (which includes the availability SLA) shall govern the availability of the Supplier Service.
- 5.7. Customer must not use the Supplier Service:
- 5.7.1. in any way that causes, or may cause, damage to the Supplier Service or Platform or impairment of the availability or accessibility of the Supplier Service;
 - 5.7.2. in any way that uses excessive Platform resources and as a result is liable to cause a material degradation in the services provided by Supplier to its other customers using the Platform; and Customer acknowledges that Supplier may use reasonable technical measures to limit the use of Platform resources by Customer for the purpose of assuring services to its customers generally; or
 - 5.7.3. in any way that is unlawful, illegal, fraudulent or harmful or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- 5.8. Customer has no right to access the software code (including object code, intermediate code and source code) of the Platform or Supplier Service, either during or after the Term.
- 5.9. Where applicable, Customer shall comply with the Supplier's acceptable use policy, available at this link: <https://trust.ipiplatform.com/index.php/ipis-acceptable-use-policy/>

6. Customisations

- 6.1. Supplier and Customer may agree that Supplier shall design, develop and implement a Customisation or Customisations in accordance with a specification and project plan agreed in the Services Order Form or using the Change control procedure in Clause 16.

- 6.2. All Intellectual Property Rights in the Customisations shall, as between the parties, be the exclusive property of Supplier unless the parties agree otherwise in writing.
- 6.3. From the time and date when a Customisation is first delivered or made available by Supplier to Customer, the Customisation shall form part of the Platform, and accordingly from that time and date Customer's rights to use the Customisation shall be governed by Clause 5.
- 6.4. Customer acknowledges that Supplier may make any Customisation available to any of its other customers or any other third party at any time after the end of the period of 90 days following the making available of the Customisation to Customer.

7. Scheduled maintenance

- 7.1. Supplier may from time to time suspend the Supplier Service for the purposes of scheduled maintenance to the Platform, provided that such scheduled maintenance must be carried out in accordance with this Clause 7.
- 7.2. Supplier shall where practicable give to Customer at least 5 Business Days' prior written notice of scheduled maintenance that will, or is likely to, affect the availability of the Supplier Service or have a material negative impact upon the Supplier Service.
- 7.3. Supplier shall ensure that all scheduled maintenance is carried out outside Business Hours.
- 7.4. Supplier shall ensure that, during each calendar month, the aggregate period during which the Supplier Service is unavailable as a result of scheduled maintenance, or negatively affected by scheduled maintenance to a material degree, does not exceed 1 hour and in aggregate over a calendar year does not exceed 12 hours.

8. Support Services

- 8.1. Supplier shall provide the Support Services to Customer during the Term in accordance with the standards of skill and care reasonably expected from a leading service provider in Supplier's industry and the Service Description.
- 8.2. Supplier may suspend the provision of the Supplier Services and / or the Support Services if any amount due to be paid by Customer to Supplier under the Agreement is overdue, and Supplier has given Customer at least 14 days' written notice, following the amount becoming overdue, of its intention to suspend the Support Services on this basis.

9. Customer obligations

- 9.1. Customer must provide to Supplier, or procure for Supplier, such:
 - 9.1.1. co-operation, support and advice;
 - 9.1.2. information and documentation; and
 - 9.1.3. governmental, legal and regulatory licences, consents and permits,as are reasonably necessary to enable Supplier to perform its obligations under the Agreement.
- 9.2. Customer must provide to Supplier, or procure for Supplier, such access to Customer's computer hardware, software, networks and systems as may be reasonably required by Supplier to enable Supplier to perform its obligations under the Agreement.

10. Customer Systems

- 10.1. Customer shall ensure that Customer Systems comply, and continue to comply during the Term, with the requirements of Section 4 of the Services Order Form in all material respects, subject to any changes agreed in writing by Supplier.

11. Customer Data

- 11.1. Customer hereby grants to Supplier a non-exclusive licence to copy, reproduce, store, distribute, publish, export, adapt, edit and translate Customer Data to the extent reasonably required for the performance of Supplier's obligations and the exercise of Supplier's rights under the Agreement. Customer also grants to Supplier the right to sub-license these rights to its hosting, connectivity and telecommunications service providers, subject to any express restrictions elsewhere in the Agreement.
- 11.2. Customer warrants to Supplier that Customer Data when used by Supplier in accordance with the Agreement will not infringe the Intellectual Property Rights or other legal rights of any person, and will not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law.
- 11.3. Supplier shall apply the Data Security Measures to protect Customer Data during the Term and for any post-termination period in which it stores Customer Data pursuant to Clause 30.4.
- 11.4. Supplier may update or change the Data Security Measures from time to time provided that such updates or changes do not result in less protective measures than were in place at the Effective Date.
- 11.5. If call recording is relevant to the scope of the Supplier Services, Supplier shall create a back-up copy of Customer Data at least daily, shall ensure that each such copy is sufficient to enable Supplier to restore the Supplier Service to the state it was in at the time the back-up was taken, and shall retain and securely store each such copy for a minimum period of 30 days.
- 11.6. If call recording is relevant to the scope of the Supplier Services, within the period of 1 Business Day following receipt of a written request from Customer, Supplier shall use all reasonable endeavours to restore to the Platform Customer Data stored in any back-up copy created and stored by Supplier in accordance with Clause 11.5. Customer acknowledges that this process will overwrite Customer Data stored on the Platform prior to the restoration.
- 11.7. If Customer provides Supplier with any feedback concerning the operation, performance, efficiency or functionality of the Supplier Service or Platform, including any suggested improvements regarding the Supplier Service or Platform (**Feedback**), Supplier may in connection with any of its products or services freely use, copy, disclose, license, distribute and exploit any Feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise. No Feedback shall be considered Customer's Confidential Information and nothing in these Terms shall limit Supplier's right to independently use, develop, evaluate or market products or services, whether incorporating Feedback or otherwise.
- 11.8. If Customer opts for AI-enabled functionality in respect of the Supplier Service, then further terms shall apply (notwithstanding anything to the contrary included in this clause 11 or set out in the DPA).

12. Integrations with Third Party Services

- 12.1. Supplier may integrate the Supplier Service with any Third Party Services as a feature of the Supplier Service or a Customisation, via the API or otherwise.
- 12.2. Notwithstanding the presence of any Third Party Services integration, particular Third Party Services shall only be activated with respect to the Supplier Service account of Customer by:
 - 12.2.1. Customer; or
 - 12.2.2. Supplier acting on Customer's instructions.
- 12.3. Supplier shall use reasonable endeavours to maintain any integration with Third Party Services that has been activated with respect to Customer's Supplier Service account. Subject to this, Supplier may remove, suspend, deactivate or limit any Third Party Services integration at any time in its sole discretion.
- 12.4. The supply of Third Party Services shall be under a separate contract or arrangement between Customer and the relevant third party. Supplier does not contract to supply Third Party Services and is not a party to any contract for, or otherwise responsible in respect of, the provision of any Third Party Services. Fees may be payable by Customer to the relevant third party in respect of the use of Third Party Services.

12.5. Customer acknowledges and agrees that:

- 12.5.1. activation of Third Party Services with respect to Customer's Supplier Service account may result in the transfer of Customer Data from the Supplier Service to the relevant Third Party Services and vice versa;
- 12.5.2. Supplier has no control over, or responsibility for, any disclosure, modification, deletion or other use of Customer Data by any provider of Third Party Services;
- 12.5.3. Customer must ensure that it has in place the necessary contractual safeguards to ensure that the transfer of Customer Data to, and use of Customer Data by, a provider of Third Party Services is lawful; and
- 12.5.4. Customer shall ensure that the transfer of Customer Data to a provider of Third Party Services does not infringe any person's Intellectual Property Rights or other legal rights and will not put Supplier in breach of any applicable laws.

12.6. Additional Charges may be payable by Customer to Supplier in respect of the activation and/or use of a Third Party Services integration, as set out in the Services Order Form or a CCN.

12.7. Subject to Clause 27.1:

- 12.7.1. Supplier gives no guarantees, warranties or representations in respect of any Third Party Services; and
- 12.7.2. Supplier shall not be liable to Customer in respect of any loss or damage that may be caused by Third Party Services or any provider of Third Party Services.

13. No assignment of Intellectual Property Rights

13.1. Nothing in these Terms shall operate to assign or transfer any Intellectual Property Rights from Supplier to Customer, or from Customer to Supplier.

14. Representatives

14.1. Supplier shall ensure that all instructions given by Supplier in relation to the matters contemplated in the Agreement will be given by an Supplier Representative to a Customer Representative, and Customer:

- 14.1.1. may treat all such instructions as the fully authorised instructions of Supplier; and
- 14.1.2. may decline to comply with any other instructions in relation to that subject matter.

14.2. Customer shall ensure that all instructions given by Customer in relation to the matters contemplated in the Agreement will be given by a Customer Representative to an Supplier Representative, and Supplier:

- 14.2.1. may treat all such instructions as the fully authorised instructions of Customer; and
- 14.2.2. may decline to comply with any other instructions in relation to that subject matter.

15. Management

15.1. The parties shall hold management meetings at each party's offices, by telephone conference or using internet-based conferencing facilities at the reasonable request of either party.

15.2. A party requesting a management meeting shall give to the other party at least 10 Business Days' written notice of the meeting.

15.3. Wherever necessary to enable the efficient conduct of business, Supplier shall be represented at management meetings by at least one Supplier Representative and Customer shall be represented at management meetings by at least one Customer Representative.

16. Change control

16.1. Either party may request a Change at any time by providing to the other party a completed CCN in the form specified in Schedule 1 (Form of CCN).

16.2. A party in receipt of a CCN may:

- 16.2.1. accept the CCN, in which case that party must countersign the CCN and return it to the other party before the end of the CCN Consideration Period;
- 16.2.2. reject the CCN, in which case that party must inform the other party of this rejection before the end of the CCN Consideration Period; or
- 16.2.3. issue an amended CCN to the other party before the end of the CCN Consideration Period, in which case this Clause 16 will reapply with respect to the amended CCN.

16.3. A proposed Change will not take effect until such time as a CCN recording the Change has been signed by or on behalf of each party.

16.4. If a party in receipt of a CCN does not respond within the CCN Consideration Period, that CCN shall lapse and no longer be valid.

17. Charges

17.1. All amounts stated in or in relation to the Agreement are, unless the context requires otherwise, stated exclusive of any applicable value added taxes, which will be added to those amounts and payable by Customer to Supplier.

17.2. If the Charges are based in whole or part upon the time spent by Supplier performing the Services, Supplier must obtain Customer's written consent before performing Services that result in any estimate of time-based Charges given to Customer being exceeded or any budget for time-based Charges agreed by the parties being exceeded; and unless Customer agrees otherwise in writing, Customer shall not be liable to pay to Supplier any Charges in respect of Services performed in breach of this Clause 17.2.

17.3. Unless otherwise agreed in writing between the parties, Charges shall apply from the earlier of the following:

17.3.1. Completion of user acceptance testing (UAT) plus 10 working days

17.3.2. Customer's use of the Services

17.3.3. Customer's sign off of UAT

17.3.4. Handover to Customer for UAT plus 20 working days

provided that variations to the commencement of Charges may apply if the Services are sold via a third party marketplace.

17.4. Supplier may vary any element of the Charges with effect from any anniversary of the Effective Date after the Minimum Term or Renewal Term by giving Customer not less than 30 days' written notice of the variation before the expiry of the applicable Minimum Term or Renewal Term, providing that no such variation shall constitute a percentage increase in the relevant element of the Charges that exceeds 2% over the percentage increase, since the date of the most recent variation of the relevant element of the Charges under this Clause 17.4 (or, if no such variation has occurred, since the Effective Date), in the Retail Prices Index (all items) published by the UK Office for National Statistics.

18. Expenses

18.1. Customer shall reimburse Supplier in respect of any Expenses, providing that Supplier must obtain the prior written authorisation of Customer before incurring any Expenses exceeding such limitations as may be agreed in writing by the parties from time to time.

18.2. Supplier must collect and collate evidence of all Expenses and must retain such evidence during the Term and for a period of 90 days following the end of the Term.

18.3. Within 10 Business Days following receipt of a written request from Customer to do so, Supplier must supply to Customer such copies of the evidence for the Expenses in the possession or control of Supplier as Customer may specify in that written request.

19. Timesheets

19.1. Supplier must:

19.1.1. ensure that the personnel providing Services, the Charges for which will be based in whole or part upon the time spent in the performance of those Services, complete reasonably detailed records of their time spent providing those Services; and

19.1.2. retain such records during the Term, and for a period of at least 12 months following the end of the Term.

19.2. Within 10 Business Days following receipt of a written request, Supplier shall supply to Customer copies of such of the timesheets referred to in Clause 19.1 and in Supplier's possession or control as Customer may specify in that written request.

20. Payments

20.1. Supplier shall issue invoices for the Charges to Customer on or after the invoicing dates set out in Section 5 of the Services Order Form.

20.2. Customer must pay the Charges to Supplier within the period of 30 days following the issue of an invoice in accordance with this Clause 20.

20.3. Customer must pay the Charges by direct debit or bank transfer, except that monthly or quarterly recurring charges must be paid by direct debit unless otherwise agreed in the Services Order Form (in each case, using such payment details as are notified by Supplier to Customer from time to time).

20.4. If Customer does not pay any amount properly due to Supplier under the Agreement, Supplier may charge Customer interest on the overdue amount at the rate of 2% per annum above the Bank of England base rate from time to time (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month). Supplier acknowledges and agrees that it shall have no right to claim interest or statutory compensation under the Late Payment of Commercial Debts (Interest) Act 1998, and that its contractual rights under this Clause 20.4 constitute a substantial remedy within the meaning of that Act.

20.5. A party (the "Disputing Party") shall notify the other (the "Invoicing Party") in writing within 20 Business Days of its receipt of an invoice if it reasonably disputes the whole or any part of any invoice in good faith, and the Disputing Party shall pay any undisputed part in accordance with 9.4 (provided that the Invoicing Party will, if requested by the Disputing Party, promptly provide a credit note to the Disputing Party in respect of the disputed amount). The parties shall meet (either remotely or in person) to discuss in good faith any disputed amount. If any disputed amount is found to be payable, it shall be paid by the Disputing Party within fourteen (14) days of such date (provided that the Invoicing Party will, if requested by the Disputing Party, promptly provide a revised invoice to the Disputing Party in respect of the amount found to be payable).

20.6. Payment of an invoice shall not prevent the Customer from subsequently disputing all or any of the charges in good faith:

20.6.1 where the dispute arises as a consequence of suspected fraud by the Supplier; or

20.6.2 in circumstances other than those identified in Clause 20.6.1, provided that the Customer informs the Supplier of such dispute within 2 years of its receipt of the applicable invoice.

21 Confidentiality obligations

21.1 Each party must:

21.1.1 keep the other party's Confidential Information strictly confidential;

21.1.2 not disclose the other party's Confidential Information to any person without the other party's prior written consent, and then only under conditions of confidentiality no less onerous than those contained in these Terms;

- 21.1.3 use the same degree of care to protect the confidentiality of the other party's Confidential Information as it uses to protect its own confidential information of a similar nature, being at least a reasonable degree of care;
- 21.1.4 act in good faith at all times in relation to the other party's Confidential Information; and
- 21.1.5 not use any of the other party's Confidential Information for any purpose other than performing its obligations and exercising its rights under the Agreement.
- 21.2 Notwithstanding Clause 21.1, a party's Confidential Information may be disclosed by the other party to that other party's officers, employees, professional advisers, insurers, agents and subcontractors who have a need to access the Confidential Information that is disclosed for the performance of their work with respect to the Agreement and who are bound by a written agreement or professional obligation to protect the confidentiality of the Confidential Information that is disclosed.
- 21.3 No obligations are imposed by this Clause 21 with respect to a party's Confidential Information if that Confidential Information:
- 21.3.1 is known to the other party before disclosure under the Agreement and is not subject to any other obligation of confidentiality;
- 21.3.2 is or becomes publicly known through no act or default of the other party; or
- 21.3.3 is obtained by the other party from a third party in circumstances where the other party has no reason to believe that there has been a breach of an obligation of confidentiality.
- 21.4 The restrictions in this Clause 21 do not apply to the extent that any Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of either party on any recognised stock exchange, provided that the disclosing party (to the extent lawful) gives as much written notice to the other party as possible and reasonably cooperates with the other party.
- 21.5 Upon the termination of the Agreement, each party must immediately cease to use the other party's Confidential Information.
- 21.6 Following the date of effective termination of the Agreement, and within 5 Business Days following the date of receipt of a written request from the other party, the relevant party must:
- 21.6.1 irreversibly delete from its media and computer systems all copies of the other party's Confidential Information (and ensure that the other party's Confidential Information is irreversibly deleted from the media and computer systems of all persons to whom the relevant party has directly or indirectly disclosed that Confidential Information);
- 21.6.2 ensure that no other copies of the other party's Confidential Information remain in the relevant party's possession or control (or the possession or control of any person to whom the relevant party has directly or indirectly disclosed the other party's Confidential Information);
- 21.6.3 certify in writing to the other party that it has complied with the requirements of this Clause 21.6, subject in each case to any obligations that the relevant party has under the Agreement to supply or make available to the other party any data or information, and providing that the relevant party shall have no obligation under this Clause 21.6 to delete or to cease to possess or control any of the other party's Confidential Information to the extent that the relevant party is required by applicable law to retain that Confidential Information.
- 21.7 The provisions of this Clause 21 shall continue in force indefinitely following the termination of the Agreement.

22 Publicity

- 22.1 Neither party may make any public disclosures relating to the Agreement or the subject matter of the Agreement (including disclosures in press releases, public announcements and marketing materials) without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

22.2 Nothing in this Clause 22 shall be construed as limiting the obligations of the parties under Clause 21.

23 Data protection

23.1 Processing of personal data in connection with the Agreement is governed by the DPA, which is hereby incorporated into and forms a part of the Agreement.

23.2 Each party shall comply with its obligations under the DPA with respect to its processing of personal data in connection with the Agreement.

23.3 The following terms also apply to the Supplier Services, which, in this case and notwithstanding Clause 1.7.1, shall prevail to the extent of any conflict with the DPA:

23.3.1 The Supplier shall notify the Customer without undue delay and, in any event, within forty-eight (48) hours, on becoming aware of a personal data breach.

23.3.2 As at the Effective Date, Customer authorises Supplier to engage, as sub-processors with respect to Customer's personal data, the service providers at this link: <https://trust.ipiplatform.com/index.php/ipis-sub-processors/> and any others identified on the Services Order Form (**Authorised Sub-Processors**).

23.3.3 The Supplier shall inform Customer at least 30 days in advance of any intended changes concerning the addition or replacement of any Authorised Sub-Processor after the Effective Date (the date of this notice being the **Notification Date**) and Customer will have 7 days from the Notification Date to notify Supplier of any reasonable objections to the proposed change or new appointment. Supplier will make reasonable efforts to address such objections, but if the Customer maintains its objection(s) then Customer may terminate this Agreement in respect of the Supplier Services by giving written notice to Supplier within 14 days of the Notification Date. Such termination shall take effect 30 days from the Notification Date and shall be subject to the provisions of the Agreement relating to consequences of termination. This termination right is Customer's sole and exclusive remedy if Customer objects to any new or replacement Authorised Sub-Processor. Any addition to or replacement of an Authorised Sub-Processor under this Clause 23.3.3 shall be deemed to be an Authorised Sub-Processor.

23.3.4 Customer acknowledges that any integration (by or on behalf of the Customer) of the Supplier Service with a third party service (**Third Party Integration**) may result in the transfer of Customer's personal data from the Supplier Service to the relevant third party services and vice versa and that:

23.3.4.1 Supplier has no control over, or responsibility for, any disclosure, modification, deletion or other use of Customer's personal data by any provider of third party services;

23.3.4.2 Customer (as controller or an end customer's processor) engages providers of third party services directly (as processors);

23.3.4.3 Supplier does not engage providers of third party services as third party sub-processors and therefore the sub-processing provisions shall not apply to those providers;

23.3.4.4 Customer must ensure that any transfer of Customer's personal data outside the UK or EEA that results from a Third Party Integration complies with the rules relating to data transfers in the Data Protection Legislation, and Supplier has no responsibility for such transfers or their compliance with Data Protection Legislation;

23.3.4.5 Customer shall be deemed to have authorised any transfer of Customer's personal data outside the UK or EEA that results from its use of a Third Party Integration; and

23.3.4.6 Customer shall ensure that any transfer of Customer's personal data to a provider of third party services does not infringe any person's rights under Data Protection Legislation.

23.3.5 Other than to the extent required to comply with applicable law, on termination or expiry of the Agreement and where call recording is relevant to the scope of the Supplier Services, the Supplier shall delete all of the Customer's personal data (including copies thereof) promptly following the expiry of 30 days from the date

of termination or expiry of the Agreement (the “**Download Grace Period**”). During the Download Grace Period, the Customer may choose to download any of the Customer’s data using the tools made available by Supplier for such purpose.

24 Warranties

24.1 Supplier warrants to Customer that it:

- (a) has the legal right and authority to enter into the Agreement and to perform its obligations under the Agreement;
- (b) will comply with all applicable legal and regulatory requirements applying to the exercise of Supplier's rights and the fulfilment of Supplier's obligations under the Agreement; and
- (c) has or has access to all necessary know-how, expertise and experience to perform its obligations under the Agreement.

24.2 Supplier warrants to Customer that:

- 24.2.1 the Platform and Supplier Service will conform in all material respects with the Service Specification;
- 24.2.2 the Supplier Service will be free from Defects;
- 24.2.3 the Platform will be free from viruses, worms, Trojan horses, ransomware, spyware, adware and other malicious software programs;
- 24.2.4 the Platform will incorporate security features reflecting the requirements of good industry practice;
- 24.2.5 the Supplier Service, when used by Customer in accordance with the Agreement, will not breach any laws, statutes or regulations applicable under English law; and
- 24.2.6 the Supplier Service, when used by Customer in accordance with the Agreement, will not infringe the Intellectual Property Rights of any person in any jurisdiction and under any applicable law.

24.3 If Supplier reasonably determines, or any third party alleges, that the use of the Supplier Service by Customer in accordance with the Agreement infringes any person's Intellectual Property Rights, Supplier may at its own cost and expense:

- 24.3.1 modify the Supplier Service in such a way that they no longer infringe the relevant Intellectual Property Rights; or
- 24.3.2 procure for Customer the right to use the Supplier Service in accordance with these Terms.

24.4 Customer warrants to Supplier that it has the legal right and authority to enter into the Agreement and to perform its obligations under the Agreement.

24.5 All of the parties' warranties and representations in respect of the subject matter of the Agreement are expressly set out in these Terms. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of the Agreement will be implied into the Agreement or any related contract.

25 Acknowledgements and warranty limitations

25.1 Customer acknowledges that:

- 25.1.1 complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of these Terms, Supplier gives no warranty or representation that the Supplier Service will be wholly free from defects, errors and bugs;
- 25.1.2 complex software is never entirely free from security vulnerabilities; and subject to the other provisions of these Terms, Supplier gives no warranty or representation that the Supplier Service will be entirely secure;

- 25.1.3 the Supplier Service is designed to be compatible only with that software and those systems specified as compatible in the Service Specification; and Supplier does not warrant or represent that the Supplier Service will be compatible with any other software or systems;
- 25.1.4 Supplier will not provide any legal, financial, accountancy or taxation advice under these Terms or in relation to the Supplier Service; and, except to the extent expressly provided otherwise in these Terms, Supplier does not warrant or represent that the Supplier Service or the use of the Supplier Service by Customer will not give rise to any legal liability on the part of Customer or any other person; and
- 25.1.5 it accepts responsibility for selecting the Supplier Services and acknowledges that the Supplier Services have not been developed or designed to meet or support any individual requirements of the Customer, including any regulated activity that the Customer may be engaged in (except in respect of compliant card payments, including PCI DSS). If the Customer uses the Supplier Services for any regulated activity, Customer shall comply with any requirements that apply to such regulated activity from time to time, and the Customer shall defend, indemnify and hold Supplier harmless against any loss or damage (including regulatory fines or penalties) costs (including legal fees) and expenses which Supplier may suffer or incur:
- 25.1.6 as a result of the Customer's breach of this **Error! Bookmark not defined.**25.1.5; or
- 25.1.7 arising out of any use by the Customer of the Supplier Services for regulated activities.

26 Indemnities

- 26.1 Supplier shall indemnify and shall keep indemnified Customer against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by Customer and arising directly or indirectly as a result of a claim against Customer by a third party that Customer's use of the Supplier Service in accordance with the Agreement infringes a third party's Intellectual Property Rights (a **Supplier Indemnity Event**).
- 26.2 Customer must:
- 26.2.1 upon becoming aware of an actual or potential Supplier Indemnity Event, notify Supplier;
 - 26.2.2 provide to Supplier all such assistance as may be reasonably requested by Supplier in relation to Supplier Indemnity Event;
 - 26.2.3 allow Supplier the exclusive conduct of all disputes, proceedings, negotiations and settlements with third parties relating to Supplier Indemnity Event; and
 - 26.2.4 not admit liability to any third party in connection with Supplier Indemnity Event or settle any disputes or proceedings involving a third party and relating to Supplier Indemnity Event without the prior written consent of Supplier,
- and Supplier's obligation to indemnify Customer under Clause 26.1 shall not apply unless Customer complies with the requirements of this Clause 26.2.
- 26.3 Customer shall indemnify and shall keep indemnified Supplier against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by Supplier and arising directly or indirectly as a result of a claim against Supplier by a third party that the Customer Data infringes the Intellectual Property Rights or other legal rights of any person or breaches the provisions of any law, statute or regulation (a **Customer Indemnity Event**).
- 26.4 Supplier must:
- 26.4.1 upon becoming aware of an actual or potential Customer Indemnity Event, notify Customer;
 - 26.4.2 provide to Customer all such assistance as may be reasonably requested by Customer in relation to Customer Indemnity Event;
 - 26.4.3 allow Customer the exclusive conduct of all disputes, proceedings, negotiations and settlements with third parties relating to Customer Indemnity Event; and

26.4.4 not admit liability to any third party in connection with Customer Indemnity Event or settle any disputes or proceedings involving a third party and relating to Customer Indemnity Event without the prior written consent of Customer,

and Customer's obligation to indemnify Supplier under Clause 26.3 shall not apply unless Supplier complies with the requirements of this Clause 26.4.

26.5 The indemnity protection set out in this Clause 26 shall be subject to the limitations and exclusions of liability set out in the Agreement.

27 Limitations and exclusions of liability

27.1 Nothing in these Terms will limit or exclude any liability for death or personal injury resulting from negligence, fraud or fraudulent misrepresentation or in any way that is not permitted under applicable law.

27.2 The limitations and exclusions of liability set out in this Clause 27 and elsewhere in the Agreement are subject to Clause 27.1 and govern all liabilities arising under the Agreement or relating to the subject matter of the Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these Terms.

27.3 Supplier shall not be liable to Customer in respect of:

27.3.1 losses arising out of a Force Majeure Event;

27.3.2 loss of profits or anticipated savings;

27.3.3 loss of revenue or income;

27.3.4 loss of use or production, except as set out in the Service Description (Availability SLA);

27.3.5 loss of business, contracts or opportunities;

27.3.6 loss or corruption of any data, database or software; providing that this Clause 27.3.6 shall not protect Supplier unless Supplier has fully complied with its obligations under Clauses 11.3, 11.4, 11.5 and 11.6.

27.4 Neither party shall be liable to the other party in respect of any special, indirect or consequential loss or damage.

27.5 The aggregate liability of each party to the other party under the Agreement shall not exceed an amount equal to 125% of the Charges payable by Customer to Supplier under the Agreement in any 12-month period commencing with the date of this Agreement or any anniversary of it.

28 Force Majeure Event

28.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under the Agreement (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.

28.2 A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under the Agreement, must:

28.2.1 promptly notify the other;

28.2.2 inform the other of the period for which it is estimated that such failure or delay will continue; and

28.2.3 reasonably co-operate with the other party.

28.3 A party whose performance of its obligations under the Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

29 Termination

- 29.1 Either party may terminate the Agreement after the end of the Minimum Term by giving to the other party not less than 30 days' written notice of termination, expiring at the end of the applicable Minimum Term (as renewed or extended by the parties pursuant to the Services Order Form and Clause 2 of these Terms).
- 29.2 Either party may terminate the Agreement immediately by giving written notice of termination to the other party if:
- 29.2.1 the other party commits any material breach of the Agreement, and the breach is not remediable; or
 - 29.2.2 the other party commits a material breach of the Agreement, and the breach is remediable but the other party fails to remedy the breach within the period of 30 days following the giving of a written notice to the other party requiring the breach to be remedied; or
 - 29.2.3 Supplier persistently breaches the SLA, by failing to achieve 3 or more service levels within any rolling consecutive 6-month period.
- 29.3 Subject to applicable law (and without prejudice to the Customer's rights (if applicable) pursuant to Sections 233, 233A and 233B Insolvency Act 1986), either party may terminate the Agreement immediately by giving written notice of termination to the other party if:
- 29.3.1 the other party is dissolved, ceases to conduct all (or substantially all) of its business, is or becomes unable to pay its debts as they fall due, is or becomes insolvent or is declared insolvent, or convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
 - 29.3.2 an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party; or
 - 29.3.3 an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under the Agreement).
- 29.4 Supplier may terminate the Agreement immediately by giving written notice to Customer if:
- 29.4.1 any amount due to be paid by Customer to Supplier under the Agreement is unpaid by the due date;
 - 29.4.2 Supplier has given to Customer at least 30 days' written notice, following the failure to pay, of its intention to terminate the Agreement in accordance with this Clause 29.4, and
 - 29.4.3 the amount remains unpaid upon the date that Supplier's written notice of termination is given.
- 29.5 The Agreement may only be terminated in accordance with its express provisions.

30 Effects of termination

- 30.1 On termination of the Agreement, all of the provisions of these Terms shall cease to have effect, save that the following provisions of these Terms shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1, 4.8, 5.8, 12.7, 13.1, 18.2, 18.3, 19, 20.2, 20.4, 21, 22, 23, 26, 27, 30, 31, 32.1, 32.2, 32.4, 32.7, 32.8, 33.1, 33.4, 34.1, 34.4, 38, 39, 40, 41, 42, 44 and 46.
- 30.2 Except to the extent expressly provided otherwise in these Terms, the termination of the Agreement shall not affect the accrued rights of either party.
- 30.3 Within 30 days following the termination of the Agreement for any reason:
- 30.3.1 Customer must pay to Supplier any Charges in respect of Services provided to Customer before the termination of the Agreement; and
 - 30.3.2 Supplier must refund to Customer any Charges paid by Customer to Supplier in respect of Services that were to be provided to Customer after the termination of the Agreement,
- without prejudice to the parties' other legal rights.

30.4 On termination of the Agreement, access to Customer Data by the Customer will be governed by the clause 23.3.5.

31 Non-solicitation of personnel

31.1 Each party must not, without the prior written consent of the other party, either during the Term or within the period of 6 months following the end of the Term, engage, employ or solicit for engagement or employment any employee or subcontractor of the other party who has been involved in any way in the negotiation or performance of the Agreement.

32 Anti-corruption

32.1 Each party warrants and undertakes to the other that it has complied and will continue to comply with the Anti-Corruption Laws in relation to the Agreement.

32.2 Save to the extent that applicable law requires otherwise, each party must promptly notify the other if it becomes aware of any events or circumstances relating to the Agreement that will or may constitute a breach of the Anti-Corruption Laws (irrespective of the identity of the person in breach).

32.3 Supplier shall use all reasonable endeavours to ensure that all persons that:

32.3.1 provide services to Supplier (including employees, agents and subsidiaries of Supplier); and

32.3.2 are involved in the performance of the obligations of Supplier under the Agreement,

will comply with the Anti-Corruption Laws; and Supplier shall maintain written contracts with all such persons, and shall ensure that each of those contracts includes express requirements on Supplier of services to comply with the Anti-Corruption Laws, along with express obligations on Supplier of services equivalent to the obligations set out in this Clause 32.

32.4 Each party shall create and maintain proper books and records of all payments in excess of a reasonable de minimis and other material benefits given by one party to the other, and each party shall promptly following receipt of a written request from the other party supply copies of the relevant parts of those books and records to the other party.

32.5 Supplier warrants that it has in place its own policies and procedures designed to ensure the compliance of Supplier with the Anti-Corruption Laws; and Supplier undertakes to:

32.5.1 acting reasonably, maintain and enforce those policies and procedures during the Term;

32.5.2 promptly following receipt of a written request for the same from Customer, provide copies of the documentation embodying those policies and procedures to Customer.

32.6 Each party shall provide reasonable co-operation to the other party, at the other's expense, in relation to any due diligence exercises, risk assessments, monitoring programmes and reviews conducted by the other party for the purpose of ensuring or promoting compliance with the Anti-Corruption Laws.

32.7 Nothing in these Terms shall prevent either party from reporting a breach of the Anti-Corruption Laws to the relevant governmental authorities.

32.8 Any breach of this Clause 32 shall be deemed to constitute a material breach of the Agreement.

33 Anti-slavery

33.1 Each party warrants and undertakes to the other that it has complied and will continue to comply with the Anti-Slavery Laws.

33.2 Supplier shall ensure that all persons that provide services or supply products to Supplier, where such services or products are used in the performance of the obligations of Supplier under the Agreement, will comply with the Anti-Slavery Laws; and Supplier shall maintain written contracts with all such persons, and shall ensure that

each of those contracts includes express requirements on Supplier of services or supplier of goods to comply with the Anti-Slavery Laws.

33.3 Supplier warrants that it has in place its own policies and procedures designed to ensure the compliance of Supplier with the Anti-Slavery Laws; and Supplier undertakes to:

33.3.1 acting reasonably, maintain and enforce those policies and procedures during the Term;

33.3.2 promptly following receipt of a written request for the same from Customer, provide copies of the documentation embodying those policies and procedures to Customer.

33.4 Any breach of this Clause 33 shall be deemed to constitute a material breach of the Agreement.

34 Anti-tax evasion

34.1 Each party warrants and undertakes to the other that it has complied and will continue to comply with the Anti-Tax Evasion Laws.

34.2 Supplier shall ensure that all employees, agents and persons that provide services to Supplier, when acting in such capacity in connection with the Agreement, will comply with the Anti-Tax Evasion Laws.

34.3 Supplier warrants that it has in place its own policies and procedures designed to ensure the compliance of Supplier with the Anti-Tax Evasion Laws; and Supplier undertakes to:

34.3.1 acting reasonably, maintain and enforce those policies and procedures during the Term;

34.3.2 promptly following receipt of a written request for the same from Customer, provide copies of the documentation embodying those policies and procedures to Customer.

34.4 Any breach of this Clause 34 shall be deemed to constitute a material breach of the Agreement.

35 TUPE

35.1 The parties do not believe the commencement or cessation of this Agreement will give rise to a 'relevant transfer' under TUPE.

35.2 The parties acknowledge that neither party can 'contract out' of TUPE. On this basis, the warranties in paragraphs 1 and 2 of the TUPE Schedule apply.

35.3 If, contrary to the intention of the parties, it is found, alleged or claimed that TUPE applies, the remaining provisions of the TUPE Schedule shall apply.

36 Notices

36.1 Any notice given under the Agreement must be in writing, whether or not described as "written notice" in these Terms.

36.2 Any notice given by one party to the other party under the Agreement must be:

36.2.1 delivered personally;

36.2.2 sent by courier;

36.2.3 sent by recorded signed-for post;

36.2.4 sent by fax;

36.2.5 sent by email; or

36.2.6 submitted using recipient party's online contractual notification facility,

using the relevant contact details set out in Section 7 of the Services Order Form (provided that, in the case of the Supplier, if no email address is given in the Services Order Form, it shall be: finance@ipintegration.com).

36.3 The addressee and contact details set out in Section 7 of the Services Order Form may be updated from time to time by a party giving written notice of the update to the other party in accordance with this Clause 36.

36.4 A notice will be deemed to have been received at the relevant time set out below or, where such time is not within Business Hours, when Business Hours next begin after the relevant time set out below:

36.4.1 in the case of notices delivered personally, upon delivery;

36.4.2 in the case of notices sent by courier, upon delivery;

36.4.3 in the case of notices sent by post, 48 hours after posting;

36.4.4 in the case of notices sent by fax, at the time of the transmission of the fax (provided the sending party retains written evidence of the transmission);

36.4.5 in the case of notices sent by email, at the time of the sending of the email (provided that the sending party retains written evidence that the email has been sent); and

36.4.6 in the case of notices submitted using an online contractual notification facility, upon the submission of the notice form.

37 Subcontracting

37.1 Supplier may subcontract any of its obligations under the Agreement, including the hosting, support and maintenance of the Platform and the provision of Support Services, to any reputable third party business, subject to its obligations under the DPA with respect to sub-processors.

37.2 Supplier shall remain responsible to Customer for the performance of any subcontracted obligations.

38 Assignment

38.1 Supplier may at any time assign, mortgage, charge, delegate, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement.

38.2 Customer may not assign, transfer or otherwise deal with its contractual rights and obligations under the Agreement without the prior written consent of Supplier, such consent not to be unreasonably withheld, conditioned or delayed, providing that a party may assign the entirety of its rights and obligations under the Agreement to any Affiliate or to any successor to all or a substantial part of its business from time to time.

39 No waivers

39.1 No breach of any provision of the Agreement will be waived except with the express written consent of the party not in breach.

39.2 No waiver of any breach of any provision of the Agreement shall be construed as a further or continuing waiver of any other breach of that provision or any breach of any other provision of the Agreement.

40 Severability

40.1 If a provision of the Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

40.2 If any unlawful and/or unenforceable provision of the Agreement would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

41 Third party rights

41.1 The Agreement is for the benefit of the parties, and is not intended to benefit or be enforceable by any third party.

41.2 The exercise of the parties' rights under the Agreement is not subject to the consent of any third party.

42 No partnership or agency

42.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

42.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

43 Variation

43.1 The Agreement may not be varied except by in accordance with this Clause 43, without prejudice to the provisions of Clause 16.

43.2 The parties may vary the Agreement by means of a written document signed by or on behalf of each party.

43.3 Supplier may vary the Agreement if and to the extent necessary to ensure that the Agreement and/or the parties' obligations or rights in connection with the Services comply with applicable laws, by giving Customer at least 30 days' written notice of the variation, provided that if Customer gives written notice to Supplier within 10 days of receipt stating it does not accept the variation accompanied by a reasonable rationale and, notwithstanding such objection, Supplier continues with the variation, Customer may then terminate the Agreement by giving written notice of termination to Supplier within 30 days of receiving Supplier's variation notice.

44 Counterparts

44.1 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

44.2 The parties agree to electronically sign the Agreement, that any digital or electronic signatures (including PDF, facsimile or electronically imaged signatures provided by DocuSign or any other digital signature provider) appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility, and that delivery of any such electronic signature to, or a signed copy of, this Agreement may be made by email or other electronic transmission.

44.3 The Customer acknowledges that the Supplier must sign this Agreement after the Customer has signed the Agreement, in order that the Supplier retains control of signature of third-party agreements.

45 Entire agreement

45.1 The Services Order Form, these Terms and the DPA shall constitute the entire agreement between the parties in relation to the subject matter of the Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

45.2 Neither party will have any remedy in respect of any misrepresentation (whether written or oral) made to it upon which it relied in entering into the Agreement.

45.3 The provisions of this Clause 45 are subject to Clause 27.1.

46 Law and jurisdiction

46.1 The Agreement shall be governed by and construed in accordance with English law.

46.2 Any disputes relating to the Agreement shall be subject to the exclusive jurisdiction of the courts of England.

SCHEDULE 1 (FORM OF CCN)

Introduction	
Title of Change:	[insert title]
CCN number:	[insert number]
Change proposed by:	[insert individual and party name(s)]
Date of issue of CCN:	[insert date]
Summary details of proposed Change:	[insert details]
Change details	
[Insert full details of proposed Change]	
Impact of Change	
Impact on resources:	[insert details]
Impact on timetable:	[insert details]
Impact on Charges:	[insert details]
Other effects of Change:	[insert details]

Agreement to Change

The parties have indicated their acceptance of the Change described in this CCN by signing below.

Signed for and on behalf of IP Integration Limited

Signed for and on behalf of [customer name]

Signature:

Signature:

Name:

Name:

Position:

Position:

Date:

Date:

SCHEDULE 2 (SECURITY MEASURES)

SUPPLIER SECURITY MEASURES

1. Introduction

This document outlines the information security requirements and obligations that the Supplier must adhere to when providing its products/services, to the Customer, that process Customer's data. The Supplier must implement and maintain the security controls that adequately address the below (not exhaustive) list of requirements throughout the business relationship with the Customer, including upon termination of the relationship so long as the Supplier has in their possession any Customer data.

The security controls are subject to technical progress and evolution, and as such the Supplier may implement adequate alternative security controls; provided, however, that such changes will not result in decreasing the level of protection. The Supplier must also ensure that its affiliates, subcontractors, and sub-processors involved in processing Customer's data adhere to equivalent security requirements and obligations as outlined in this document.

2. Security Requirements

2.1 Governance, Risk, and Compliance

The Supplier shall establish and maintain an adequately resourced information security programme covering areas of governance, risk, and compliance. This programme shall:

- Be designed to align with the ISO 27001 standard. Strong preference will be given to Suppliers who hold and maintain accreditations (ISO 27001, SOC 2 Type 2, NCSC Cyber Essentials).
- Comply with all applicable laws and regulations (in particular UK Data Protection Act, UK GDPR and EU GDPR).
- Include technical and organizational measures adequately designed to secure and protect the confidentiality, integrity, and availability of Customer data and the systems necessary to deliver the products/services to the Customer.

As a minimum, the Supplier must have the following accreditations/certifications in place at all times during the term of the contract (with evidence provided to the Customer on reasonable request), unless otherwise agreed:

- ISO 27001.
- PCI DSS.

Customer reserves the right to audit the Supplier's compliance to requirements specified in this document (maximum of once per annum, unless otherwise agreed). Following the completion of the audit the Supplier shall prioritise remediation efforts, at Supplier's own cost, according to the severity of findings in agreement with the Customer.

2.2 Technical and Organisational Requirements

Human Resource Security

- Background screening, prior to hire, is required for all personnel (employees and third-party contractors) with access to Customer and other sensitive data.
- All personnel must sign confidentiality and information security agreements, with these obligations surviving termination or role changes.
- All personnel must complete security awareness training upon hire and at least annually.
- Access permission and assets required must be reviewed and adjusted upon change of role.
- Access must be removed within 24 hours of termination of a role, and Supplier owned assets returned.

Access Control and User Access Management

- Access to systems processing Customer and other sensitive data must be restricted to authorised users based on the principles of least privilege, need to know and separation of duties.
- Unique user accounts, single sign on and multi-factor authentication (MFA) must be adopted and enforced (where technically available).
- Shared or generic user accounts must be prohibited unless auditable.
- Privileged user access rights must be restricted to users with clear business need.
- Effective password management culture must be practiced, aided by password manager tools for creation and storage of strong passwords (i.e. minimum 12 characters for user accounts and 16 characters for system/service accounts).
- Physical access to facilities processing Customer and other sensitive data must be controlled, monitored, and restricted to authorised personnel.
- Regular reviews (at least 6-monthly) of user access rights (logical and physical) must be conducted to ensure only necessary access is maintained.

Data Handling

- Information classification and handling policies/procedures must be defined, documented, and known to all personnel.
- Personally owned equipment must not be used to store Customer's data.
- Customer's data must be encrypted at rest and in transit using industry-standard cryptographic protocols.
- Secure data handling procedures must be implemented, including the secure disposal or sanitisation of data and the media containing Customer's data.

Incident Handling and Breach Reporting

- Incident management policies/procedures must be defined, documented, and known to all personnel.
- Incident response plans must be implemented to detect, respond to, and recover from security incidents affecting Supplier's systems, networks, and other infrastructure.
- Incidents involving Customer's data or systems processing Customer's data must be reported to the Customer without undue delay (and never later than 48 hours after becoming aware of the incident) whether or not the incident results in a network breach or a data breach.

Network Security

- Network security controls, including firewalls, intrusion detection/prevention systems (IDS/IPS) must be in place to protect the external connections.
- Ports/protocols must be limited to those with a specific, approved, and documented business purpose. The necessity of approved ports/protocols must be reviewed and re-approved at least annually.
- Anti-malware solutions must be deployed to detect and prevent malicious code from affecting Supplier's networks, infrastructure, and systems, especially those processing Customer's data.
- Administrator and user event logs for systems and applications that store, allow access to, or process Customer's data must be captured and preserved outside of the system where the log is generated. Logs must be kept for a minimum of 6 months.
- Remote access to Supplier systems must be secured using encryption in transit (TLS 1.2 or higher with strong cipher suites) and appropriate perimeter controls, secure access services such as Azure Bastion or VPN may be used.

Technical Vulnerability and Patch Management

- A vulnerability management programme must be implemented which includes at least monthly vulnerability scanning (of Supplier's entire internal and external IP address space) and any weaknesses identified must be promptly assessed with adequate remediation plans established.
- Penetration testing of systems and/or software applications processing Customer's data must be conducted at least on an annual basis and after significant system changes occur. The Supplier will provide Customer with a summary of the test results on request.
- Critical and High severity findings from vulnerability scanning and penetration testing must be remediated within maximum 30 calendar days.

- Vendor supplied updates/patches and fixes must be deployed within 30 calendar days.

Resilience and Recovery

- Supplier networks, systems, and infrastructure must be designed and implemented to be resilient.
- Business continuity and disaster recovery plans must be maintained, documented, and periodically tested such that they minimise the likelihood of disasters occurring and that they minimise the impact to the Supplier and the Customer operations should they occur. The Supplier will provide Customer with documentation on the BC/DR capabilities it maintains on request, including evidence of at least annual testing along with a summary of resulting improvements.
- Backup and backup restore policies and procedures must be established, documented, and known by the personnel with assigned backup duties. Backups must be regularly taken, and their completion must be monitored including any remediation executed when backups fail. Periodic backup restore tests must be executed to validate the backup files integrity and accuracy of restore procedures.

Software Development (when applicable)

- Suppliers must integrate security into all phases of the software development lifecycle.
- Secure coding practices must be documented and followed, and developers must receive periodic secure development training.
- Where possible, development, testing, and production environments must be separated.
- Production data must not be used in non-production environments unless:
 - It is anonymised, masked, or sanitised.
 - Equivalent security controls are applied to the non-production environment.
- All system and application changes must follow formal, documented change control procedures which include security testing.
- Access to source code must be restricted and tracked.
- Suppliers must monitor and manage third-party developers (outsourced development), who must be subject to the same security controls as internal development teams.