



Terms and Conditions of Sale

1. Definitions

- 1.1 "Agreement" has the meaning as set out in Clause 2.2.
- 1.2 "Applicable Data Protection Law" has the meaning as set out in Clause 10.3.
- 1.3 "Automated Speech Recognition (ASR)" has the meaning as set out in Clause 9.3.
- 1.4 "Caller Line Identification" and "CLI" means the number that identifies the caller.
- 1.5 "Redwood Portal" means the website hosted by Redwood Technologies to make the Services available for Client's use.
- 1.6 "Client" means the person identified on the Order Acknowledgement Form who receives Services from Redwood Technologies pursuant to this Agreement.
- 1.7 "Client Personnel" means employees of Client or agents of Client who have access to Redwood Portal on behalf of the Client.
- 1.8 "Computer System" has the meaning as set out in Clause 9.3.
- 1.9 "Conversation" has the meaning as set out in Clause 9.3.
- 1.10 "Credit Limit(s)" means the maximum credit that Redwood Technologies will extend to the Client and shall apply to the Client's account.
- 1.11 "D&B Report" has the meaning as set out in Clause 3.2.
- 1.12 "Due Date(s)" has the meaning as set out in Clause 3.1.
- 1.13 "Emergency Services" has the meaning as set out in 4.13.
- 1.14 "Force Majeure Event" has the meaning as set out in Clause 8.1.
- 1.15 "Hardware" has the meaning as set out in Clause 10.5.
- 1.16 "Hosting Fee" means recurring charges relating to access to, and usage of, the Services that are not Transaction Fees;
- 1.17 "Mass Call Event" means four thousand (4000) call attempts to one service in a 15-minute period or a number of call attempts that is expected to use over 50% of capacity on that service's partition, whichever is the lesser;
- 1.18 "Network Operator" means any third party telecommunications service provider.
- 1.19 "Order Acknowledgement Form" means the form issued by Redwood to acknowledge that the Order placed by the Client with Redwood has been accepted;
- 1.20 "Party" or "Parties" means Redwood and/or the Client.
- 1.21 "PCI SSC" has the meaning as set out in Clause 10.7.
- 1.22 "Personal Data" has the meaning as set out in Clause 10.3.
- 1.23 "Purchase Order" means the commercial document raised by a valid representative of the Client confirming the purchase of Services by the Client;



- 1.24 "Redwood" has the meaning as set out in Clause 2.1.
- 1.25 "Redwood Technologies' Standard Price List" means the undiscounted price list for Redwood's portfolio of products and services and issued by Redwood upon request to its clients.
- 1.26 "Security Token" has the meaning as set out in Clause 10.6.
- 1.27 "Service(s)" has the meaning as set out in Clause 2.1.
- 1.28 "Service Specification(s)" means the specification(s) of the Services and/or the Products as provided by Redwood and set out in the Order accepted by Redwood;
- 1.29 "Service Provider" means any third party provider of IT services.
- 1.30 "Setup Fee" means one-off (or phased one-off) charges relating to the configuration and launch of Services, including but not limited to professional service charges;
- 1.31 "SLA" means Service Level Agreement, has the meaning as set out in Clause 2.2.
- 1.32 "Support" has the meaning as set out in Section 5.1.
- 1.33 "Transaction Fees" means charges relating to the volume of usage of the Services, including but not limited to call minutes, message fees, data dips and data storage charges;
- 1.34 "Value Added Network Services" means a supplier of a private, hosted network that provides businesses a secure way to send and share data;
- 1.35 "Working Day" means Monday to Friday between the hours of 08:00-18:00 UK time excluding UK public holidays.

2. Orders

- 2.1 These terms and conditions apply for the supply of services and/or deliverables as detailed in the attached Order Acknowledgement Form and the Service Specification signed by both parties (the "Services"). All orders placed with Redwood Technologies Limited ("Redwood") by the Client shall constitute an offer to Redwood and no obligations on Redwood shall come into being until any order is accepted by Redwood in accordance with these terms and conditions.
- 2.2 To the extent any terms contained in (1) the Order Acknowledgement Form, (2) the signed Service Specification, (3) Service Level Agreement ("SLA"), or (4) these terms and conditions are inconsistent; they shall prevail in that order. No variations or amendments of these terms and conditions, the Order Acknowledgement Form, the signed Service Specification or the SLA (together the "Agreement") shall be binding except with the written consent of Redwood and the Client.
- 2.3 Acceptance of Client order(s) shall only be effective upon issuance of a validly executed Order Acknowledgement Form by Redwood to the Client. On acceptance of a Client order by Redwood, Redwood agrees to supply and the Client agrees to purchase Services subject to this Agreement. Each order for the Services shall constitute a separate contract between Redwood and the Client, incorporating the Order Acknowledgement Form, the signed Service Specification, the SLA and these terms and conditions.



3. Delivery

Any commencement or delivery dates stated in the Order Acknowledgement Form, SLA or other service documentation are approximate only and Redwood shall not be liable for any delay in delivery of the Services.

4. Price and Payment

- 4.1 The price for the Services shall be (a) as specified in the Order Acknowledgement Form or, where no price has been quoted, the price listed in our Standard Price List as at the date the order is accepted by Redwood; (b) exclusive of value added tax unless otherwise stated in the Order Acknowledgement Form; and (c) payable in the stated currency, without deduction or set-off and in full and cleared funds within thirty (30) days of the issue date of the invoice ("Due Date(s)"). Time shall be of the essence for the purposes of this Clause 4.1.
- 4.2 Redwood reserves the right to apply Credit Limits to the value of Services provided to the Client. The Credit Limits shall be communicated to the Client upon receipt from the Client of a current Dun & Bradstreet Credit Report ("D&B Report") which shall be used as the basis for determining the Credit Limits. The D&B Report should be provided to Redwood with the Client's original Purchase Order. Order Acknowledgement and Acceptance will only occur after receipt of the D&B Report. Should the Client exceed the Credit Limits as determined, Redwood reserves the right to suspend all Services until such time as payable amounts have been received, and the balance owing to Redwood no longer exceeds the Credit Limits. In addition, Redwood may, at its discretion, enforce transaction-based Credit Limits through the immediate suspension of further transaction services should the value of invoiced and un-invoiced transaction charges exceed agreed Credit Limits.
- 4.3 If payment is not made by the Due Date(s), default interest shall be charged on a daily basis and payable on demand on any overdue payment both before and after judgement, from the date such payment fell due to the date of actual payment at the rate of 4.0% per annum above the base rate of Barclays Bank from time to time, compounded monthly. The Client shall pay such interest together with the overdue amount and all reasonable legal costs incurred by Redwood for the recovery of overdue payments.
- 4.4 If the Client, acting in good faith, disputes all or any part of an invoice then it will notify Redwood of that dispute within seven (7) days of the invoice date, specifying the disputed amounts and its reasons for disputing them. Any amounts in the invoice that are not notified to Redwood as being in dispute will be paid by the Client in accordance with Clause 4.1. The Client will co-operate with Redwood to resolve the dispute in a timely manner. If the parties agree that all or any part of the disputed amount is properly due, then the Client will pay that amount in full within seven (7) calendar days of that agreement or the Due Date, whichever is the later.
- 4.5 In the event that a Client's use of the Service incurs costs for Inbound or Outbound call, SMS, or other traffic for which rates have not been specifically agreed between the parties, then Redwood's Standard Price List (which is available on request), will



apply to such transactions until rates have been agreed between Redwood and the Client.

- 4.6 In setting up a Service for a Client, Redwood will, by default, block inbound calls to 0800 numbers as well as outbound calls or SMS transactions to Mobile, Non-Geographic, Premium rate or International destinations, unless specifically provided for in the Service Specification agreed between Redwood and the Client.
- 4.7 All transaction costs incurred by a Client's use of the Service and charged to Redwood by a Network Operator, Service Provider or other body shall be the responsibility of the Client and payable by the Client to Redwood, irrespective of whether the transaction costs are incurred by the Client or by a Client's customer. This will include any transactions that arise from fraudulent use of a Client's services.
- 4.8 Redwood reserves the right to set-off any or all due amounts receivable by it from amounts payable by Redwood to the Client.
- 4.9 Client will be required to make payment for all transaction and hosting based invoices by direct debit. Payment for transaction charges and hosting or seat fees will be debited from the Client's bank account to reach our bank account on the last working day of the month the invoice is dated. Debited values will be deducted in accordance with Clause 4.1.

5. Client's Obligations

- 5.1 The Client shall ensure that the Client's use of the Services are of good quality and content, adheres to all applicable laws and is advertised, promoted, operated and presented in a manner so as not to bring or be likely to bring (based on Redwood's sole and reasonable opinion) the Redwood name, systems or services into disrepute.
- 5.2 The Client shall be responsible at its sole expense for all advertising and promotion of the Client's use of the Services and shall not make any mention or use of the Redwood name or Redwood's services without Redwood's prior written approval, such approval not to be unreasonably withheld.
- 5.3 The Client shall indemnify and hold harmless Redwood against all liability, costs, losses and expenses arising out of any breach by or other act or omission of the Client under or in relation to this Agreement. In order to be able to fulfil the terms of the indemnities within this Agreement, the Client shall effect and maintain legal liability insurance with a reputable insurer to the value of at least £2,000,000.
- 5.4 The Client shall at all times comply with obligations and regulations imposed by law in the UK as they may affect the Services and shall also upon the request of Redwood at any time provide such information and take such steps as may be necessary in order to enable Redwood to comply with all regulations, conditions and obligations from time to time imposed on Redwood or otherwise by law upon Redwood in relation to the Services. Redwood shall have the right at any time to monitor the live provision of the Services to ensure compliance with the provisions of this Agreement.
- 5.5 The Client shall take such steps as are reasonably necessary to ensure access to the Services and in particular to ensure that sufficient lines, ports and other apparatus are ordered to meet all reasonably expected demand therefor. Furthermore Redwood shall have the right in its discretion to suspend, bar or restrict access to the Services if at any time the number of calls or attempted calls to the Client causes or is liable



to cause congestion or other disruption within any part of the Redwood systems. IP Centrex and SIP trunks systems architecture has been designed with a contention ratio of 10:1 and Redwood makes no warranty for performance levels greater than these stated limits for the core architecture of the system.

- 5.6 In any case where the Client is at their request allocated a special telephone number applicable to the Services the Client shall be responsible for all necessary investigations and inquiries as to the legitimacy of use of such number and Redwood shall have no liability whatsoever with respect to the number chosen and its use by the Client.
- 5.7 In the event of a Mass Call Event, the Client shall provide Redwood with 48 hours prior written notice to the Service Manager listed in the Client's Service Level Agreement (SLA) in the manner agreed between the parties from time to time. Subject to Clauses 5.8 to 5.12 below, if failure to do this results in severe disruption to the Redwood systems the parties shall discuss in good faith the compensation payable to Redwood, which shall be, at a minimum, the aggregate of any payments which Redwood is required to pay to its other clients affected by such disruption, provided always that Redwood shall use its best endeavours to minimise the payments made to such clients.
- 5.8 The Client shall not be liable under Clause 5.7 to the extent that any disruption to the Redwood systems could reasonably have been avoided or reduced by Redwood through the implementation of system controls or processes which would reasonably have been expected of a competent value added network services provider.
- 5.9 Redwood will notify the Client as soon as reasonably practicable if any of its other clients make claims against Redwood in the circumstances described in Clause 5.7, specifying in reasonable detail the nature of the relevant claim, and will provide reasonable evidence of any obligation, claim and payment.
- 5.10 The Client's maximum liability in respect of any individual breach of Clause 5.7 shall be limited to £1,000,000.
- 5.11 Before seeking to enforce its rights under Clause 5.7 Redwood will discuss in good faith with the Client whether an acceptable alternative position can be agreed that does not involve the payment of compensation to Redwood by the Client.
- 5.12 The Client will (at no cost to Redwood) allow Redwood access to its premises, and use all reasonable efforts to procure access for Redwood to a third party's premises, as required by Redwood and at all reasonable times to enable Redwood to perform its obligations under this Agreement.
- 5.13 The Client must supply a forecast of expected monthly Inbound and Outbound transaction volumes for inclusion in the Service Specification signed by both Redwood and the Client. Redwood reserves the right to suspend or terminate, without notice, all traffic on a Service where actual volumes in any time period exceed 110% of the pro-rata volumes shown in the Service Specification.
- 5.14 The ability to make calls to the Emergency Services numbers 999 or 112 may be adversely affected in cases where a Client uses Redwood Services to make outbound calls over the internet. The Emergency Services may not receive accurate information on the location of the callers, or calls may fail due to power or internet connection failures. Redwood cannot accept any liability for the failure of such calls and Clients



should therefore ensure that all users are aware of these limitations and have alternative means of accessing these services.

- 5.15 The Client shall ensure that: all location information (including address information, Caller Line Identification (CLI) and associated site address) is up-to-date and accurate in all respects; and that all necessary equipment is configured to present a CLI that correctly corresponds to the site so that Redwood is able to provide accurate location information to the Emergency Services. The Client shall promptly update Redwood in the event such location information changes. The Client accepts full responsibility for failure to comply with its obligations under this Clause 5.15 and agrees to indemnify Redwood in full for, and save Redwood harmless from and against, all costs, expenses, damages, liabilities and losses (whether direct or indirect) of any kind, including (without limitation) any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by Redwood as a result of or whatsoever related to the Emergency Services being dispatched to a location other than the location from which the call to 999 or 112 originated as a result of the Client's failure to comply with its obligations under this Clause 5.15.
- 5.16 In circumstances where a Client (or its end customer) chooses to route calls to the Emergency Services via a network not operated by Redwood, the Client shall be wholly responsible for ensuring that it has adequate procedures in place to ensure the Emergency Services receive such calls. Without prejudice to Clause 11.1 herein, Redwood cannot accept any liability for the failure of such calls.
- 5.17 Client acknowledges that it is responsible for the activities and communications of all Client Personnel in relation to the Services, including communications on the Redwood Portal, and the compliance by all Client Personnel with this Agreement and particularly, this clause 5.17. Client further agrees that it will not, and will not knowingly permit any other person to:
- 5.17.1 use the Services to send, upload, collect, transmit, store, use, disclose or process, or ask Redwood to obtain from third parties or perform any of the above with respect to, any data:
- 5.17.1.1 that Client or the Client Personnel does not have the lawful right to send, upload, collect, transmit, store, use, disclose, process, copy, transmit, distribute and display;
- 5.17.1.2 that is false, intentionally misleading, or impersonates any other person;
- 5.17.1.3 that is bullying, harassing, abusive, threatening, vulgar, obscene, or offensive, or that contains pornography, nudity, or graphic or gratuitous violence, or that promotes violence, racism, discrimination, bigotry, hatred, or physical harm of any kind against any group or individual;
- 5.17.1.4 that is harmful to minors in any way or targeted at persons under the age of 16 in violation of any applicable laws;
- 5.17.1.5 that violates any applicable laws, or infringes, violates or otherwise misappropriates the intellectual property or other rights of any third party (including any moral right, privacy right or right of publicity); or
- 5.17.1.6 that encourages any conduct that may violate, any applicable laws or would give rise to civil or criminal liability,



- 5.17.2 disable, overly burden, impair, or otherwise interfere with servers or networks connected to the Redwood Portal (e.g., a denial of service attack); or
- 5.17.3 attempt to gain unauthorized access to the Redwood Portal;
- 5.17.4 use the Services for the purpose of building a similar or competitive product or service; or
- 5.17.5 use the Services other than as permitted by this Agreement.

6. Redwood's Obligations

- 6.1 Redwood will supply the Client with such support as is detailed on the Order Acknowledgement Form and/or SLA to maintain the Services in normal operating conditions in accordance with this Agreement ("**Support**").
- 6.2 Redwood reserves the right to (a) charge its prevailing daily or half-daily consultant fees, if Support is required outside the support times specified in this Agreement and (b) charge an additional amount for Support, where the problem has arisen because the Client has changed parameters and Services or software configurations, without prior written notification to and the consent of Redwood.
- 6.3 Upon valid request for Support from the Client, Redwood, or its agent or subcontractor undertakes to use reasonable endeavours to resolve the Support request. For the avoidance of doubt no other Support is provided for under this Agreement unless otherwise agreed in writing by the Parties.

7. Order Cancellation, Contract Duration, Suspension And Termination

- 7.1 Where the Client wishes to cancel an order accepted by Redwood, before the order has been delivered, the Client shall be required to pay: (a) any Setup Fee provided in the Order Acknowledgement Form; and (b) the Hosting Fee for the first 12 months, if any, provided in the Order Acknowledgement Form.
- 7.2 This Agreement shall, unless otherwise stated, continue in force from the date the Order Acknowledgement Form is issued by Redwood and for an initial period of twelve (12) months after delivery of the Services. Thereafter, the Agreement will renew for further twelve (12) month periods unless notice of termination is given by either party in writing at least one month before the anniversary date of a new twelve month period.
- 7.3 Either party may terminate this Agreement forthwith on written notice to the other party at any time if: (a) the other party commits any material or persistent breach of any term of this Agreement and (in the case of a breach capable of being remedied) shall have failed, within thirty (30) calendar days after the receipt of a request in writing from the other party so to do, to remedy the breach (such request to contain a warning of such party's intention to terminate); or (b) the other party shall have a receiver or administrative receiver appointed to it or over any part of its undertaking or assets or shall pass a resolution for winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if the other party shall enter into any voluntary arrangement with its creditors or shall become subject to an administration order.



- 7.4 Notwithstanding anything to the contrary express or implied elsewhere in the Agreement Redwood (without prejudice to its other rights) may also immediately terminate this Agreement or any of the Services provided hereunder upon written notice in the event that: (a) the Client ceases, or threatens to cease, to carry on business; or (b) Redwood is directed by Ofcom or other competent authority (whether directly or indirectly), to cease to facilitate or allow the provision of the Services. Redwood reserves the right to immediately suspend without notice any Services if it has reason to suspect fraud or deception (including fraudulent generation of traffic from any source to any Services) has occurred or is likely to occur in future in connection with the Services.
- 7.5 In addition Redwood may suspend the Services: (a) if the Client fails to pay the price for the Services in accordance with Clause 3; (b) in order to comply with any law, regulation, or request / order / direction / determination / consent of a court or other competent administrative or regulatory authority; (c) in order to carry out any emergency maintenance or repair of the Services; (d) in order to carry out planned maintenance, repair, or improvement of the Services (in which circumstances Redwood will provide five (5) working days prior notice of the suspension and, where practicable, will agree with the Client when the Services will be suspended and for how long; or (e) if Redwood has reasonable grounds to believe that the Client has breached or is likely to breach any of its obligations in relation to use of the Services hereunder.
- 7.6 In the event termination occurs after the Services have been delivered, the price of the Services and the Hosting Fee for the remaining duration of the contract, including any interest shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.
- 7.7 No rights will accrue to a Client in respect of porting of a number used in a service provided by Redwood unless the Client has had continuous use of the number for the same service for a period of twelve months. Redwood will be entitled to levy a charge for number porting in all cases.

8. Confidentiality

Each party hereto undertakes to the other that it shall keep, and shall procure that its directors, employees and agents shall keep secret and confidential and shall not use or disclose to any other person any information or material of a technical or business nature relating in any manner to the business, products or services of the other party which they may receive or obtain in connection with or incidental to performance of this Agreement without the consent of the other party, provided that such obligation does not apply to confidential information which: (a) was already in the lawful possession of the receiving party and at its free disposal before the disclosure by the disclosing party to the receiving party; (b) is lawfully disclosed to the receiving party without any obligations of confidence by a third party; (c) is or becomes generally available to the public through no act or default on the part of the receiving party or its directors, employees or agents; (d) is independently developed without access, knowledge or reference to the confidential information; or (e) is required to be disclosed by a governmental or regulatory body or court of law with compellable and competent jurisdiction. This Clause 8 shall survive the termination of this Agreement.



9. Force Majeure

Neither party shall be held in breach of its obligations hereunder nor liable to the other for any loss or damage which may be suffered by the other party due to any cause beyond its reasonable control including without limitation any act of God, failure, interruption or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labour disturbance, act or omission of Government, highways authorities, other telecommunications operator or other competent authority, war, military operations or riot. A party affected by force majeure shall immediately give the other party written notification of its nature and extent and the parties shall cooperate to alleviate its effects or agree upon alternative arrangements. Where a force majeure event continues for a period of ninety (90) calendar days, either party may terminate this Agreement immediately on written notice to the other party without liability to the other party and without prejudice to any rights or obligations which have accrued prior to termination.

10. Intellectual Property

- 10.1 All intellectual property rights in the Services are and shall remain the property of Redwood, or the applicable licensor. Neither Party shall acquire any rights to the other Party's patents, copyrights or other intellectual property under this Agreement nor shall either party be entitled to use any intellectual property rights or marks of the other without an express written licence or consent to do so.
- 10.2 Redwood shall indemnify the Client against any claim that the normal use of the Services is a direct infringement of the intellectual property rights of any third party in the United Kingdom provided that the Client: (a) provides prompt notice of the claim to Redwood; (b) does not prejudice Redwood's defence of such claim; and (c) gives Redwood all reasonable assistance and grants Redwood sole authority to control the defence and any related settlement of any such claim.
- 10.3 Redwood shall have the right to change all or any part of the Services in order to avoid any infringement.
- 10.4 All Redwood products which use Automated Speech Recognition (ASR) software supplied by Nuance Inc. require a Nuance License for the Conversation (ASR) portion of the call. A "Conversation" is defined below, and it is the Client's responsibility to ensure that its applications comply with this requirement.
- 10.5 A "Conversation" commences when a telephone caller is first connected to a computer system that detects the caller's speech (using either Nuance's or another party's speech detection technology) for speech recognition purposes through use of Nuance Software (the "Computer System") and continues until the first of the following to occur: (a) the caller's telephone (or equivalent device) completely terminates the speech recognition portion of the connection between the telephone (or equivalent device) and the network or networks that connect it to the Computer System; (b) the telephone caller's connection is transferred to a live operator/agent; (c) the caller intentionally transfers the connection to a resource which is independent of the Computer System; or (d) although the caller may remain connected to the Computer System, the Computer System will not further process the caller's spoken words for speech recognition purposes prior to termination of the call as defined in (a) above.



- 10.6 The foregoing states the entire liability of Redwood to the Client in respect of infringement of intellectual property rights of any third party.

11. General

- 11.1 Except in relation to death or personal injury caused by the negligence of Redwood or any other liability which may not be limited at law, Redwood shall not be liable to the Client for loss of profits, loss of contracts or any indirect or consequential loss arising from negligence, breach of contract or howsoever and Redwood's liability under this Agreement shall be limited to the total amount of annual fees payable by the Client to Redwood for the provision of the Services in accordance with this Agreement. Redwood shall not be liable for any delay or failure in the supply of the Services caused by the Client's acts or omissions. Where any part of the Services is obtained from a third party service provider Redwood will not assume any liability in relation to the provision of those Services nor have any liability to the Client for any failure by a third party to provide such services.
- 11.2 This Agreement shall be binding on and endure for the benefit of the successors in title of the parties but, except as set out below, shall not be assigned or sub-contracted by any party without the prior written consent of the other. Redwood may assign the benefit or sub-contract its obligations under this Agreement to any of its Associated Companies.
- 11.3 Each party agrees that, in the performance of its respective obligations under the Agreement, it shall comply with the provisions of the Data Processing Agreement included at Annex 1.

11.4 Hardware Warranty

- 11.4.1 In the event that hardware is purchased by the Client from Redwood under the terms of the Agreement ("Hardware"), the Client will benefit from a 12-month warranty from date of despatch of Hardware to the Client. Any subsequent Hardware fault issues after expiry of the warranty period are the responsibility of the Client.

11.5 Return to Manufacturer Authorisation ("RMA")

- 11.5.1 Redwood will at its option repair or replace any part of the Hardware which becomes inoperative due to the Hardware malfunctioning, but Redwood shall not repair any Hardware which is inoperative due to misuse of the Hardware by the Client.
- 11.5.2 The Client shall open a fault ticket with Redwood under RMA which sets out the issue with the Hardware. The Client will pass all required information relating to the issue and the Hardware to Redwood. The Client shall at its own expense be responsible for sending the Hardware directly to Redwood (Returns Department, Redwood Technologies Limited, Radius Court, Eastern Road, Bracknell, Berkshire, RG12 2UP, England) via courier or registered first class post. The Hardware will be tested and if no fault is found the Hardware will be returned to the Client via courier or registered first class post.
- 11.5.3 For faulty Hardware within its warranty period, Redwood shall use all reasonable endeavours to replace faulty Hardware within 5 Working Days from receipt via



courier or registered first class post. Subject to availability, Redwood reserves the right to replace the Hardware with a model of equivalent functionality.

11.6 Security Tokens

- 11.6.1 Redwood may issue a security device that provides a token-based two-factor authentication ("Security Token") to the Client in order to securely access Client Services on the Redwood network. The Security Token will be issued on condition that it is retained securely by the Client at all times, and used only for access to Client Services provided by Redwood. The Username and Password issued with the Security Token are confidential and must not be disclosed to third parties. The Client further warrants that the computer used to gain access to the Redwood network will restrict access to authorised users only and be protected by up-to-date anti-virus and other malware software for the duration of this contract. Redwood reserves the right to disable the Security Token without notice if it suspects that the above conditions are not being complied with, or that use of the Security Token presents a security or unauthorised use threat to the Redwood network.
- 11.6.2 Security Tokens are issued with a lifespan of three (3) years' duration. At the expiry of the Security Token, a new Security Token will be issued to Customer by default and the Customer will be charged, and the Customer agrees to pay, Redwood's then standard rates. The Customer may cancel new Security Tokens by notifying Redwood in writing prior to the Security Token expiry date.

11.7 PCI DSS Certification

- 11.7.1 In this clause the following words and expressions have the following meanings:
- "PCI SSC" means Payment Card Industry Security Standards Council; and
- "PCI DSS" means Payment Card Industry Data Security Standard laid down by the PCI SSC of at least level 1.
- 11.7.2 This clause is applicable only to solutions provided by Redwood which are expressly stated as being PCI DSS compliant on the applicable Order Acknowledgement Form ("Compliant Solutions").
- 11.7.3 Redwood warrants that during the term of this Agreement in respect of Compliant Solutions and relevant Redwood systems used for Compliant Solutions it shall:
- a) be certified in accordance with the PCI DSS in relation to data security and shall provide a copy of the certification to the Client on written request; and
 - b) comply with and shall ensure that its relevant systems comply with the most current versions of the applicable PCI DSS available from time to time at www.pcisecuritystandards.org.
- 11.7.4 If the PCI DSS provides for choices or alternatives as to compliance, such choices shall be made by Redwood in its sole discretion.
- 11.7.5 To the extent permitted by applicable law, Redwood shall have no liability to the Client for PCI DSS compliance to the extent that the Client has not implemented the Services in accordance with its obligations in the Service Specification or any other terms and conditions of this Agreement.



- 11.8 All notices which are required to be given under this Agreement shall be in writing and shall be sent to the address of the recipient set out in this Agreement or such other address as the recipient may designate by notice given in accordance with the provisions of this clause. Any such notice given may be delivered personally or by first class prepaid post letter or facsimile transmission and shall be deemed to have been served if by hand when delivered, if by first-class post, forty eight (48) hours after posting and if by facsimile transmission, when despatched.
- 11.9 Failure by either party to exercise or enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any later occasion.
- 11.10 Unless otherwise notified in writing by the Client to Redwood, a Service will be deemed to have received sign-off from the Client on the earlier of (a) live use of the Service by the Client; (b) signed acceptance of the order sign-off form presented to the Client; or (c) four weeks after being made available for live use to the Client by Redwood. The Service will then enter its agreed Service Level Agreement (SLA), if applicable, and will be supported under the terms of the Client's SLA.
- 11.11 The SIP trunks provided by Redwood are designed as end user ISDN replacement infrastructure and should be directly connected to the end user's device (usually a PBX or Media Gateway). The SIP trunks should not be connected into a hosted or network layer aggregation device whether this is a Switch, PBX, Dialler Media Gateway or other unspecified device. For the avoidance of doubt the SIP trunks are not to be used as IP Interconnects i.e. each trunk is provided for a single customer end user. At its sole reasonable judgement, Redwood can suspend a service if it believes that a customer or other user is using the SIP trunks as a method of inter-connection.
- 11.12 The Client warrants that in the event that it is authorised by Redwood to access its services via a SIP device supplied by a third party, that such access and use of Redwood's services shall be strictly in accordance with the Third-Party SIP device agreement signed by the Client.
- 11.13 This Agreement contains the entire agreement between the parties in respect of the subject matter and supersedes and replaces any prior written or oral agreements, representations or understandings between them relating to such subject matter. Nothing in this Agreement shall attempt to exclude representations made fraudulently which the other party can be shown to have relied upon.
- 11.14 Redwood shall have the right by notice in writing to the Client to modify this Agreement at any time so as to comply with any regulations determinations or other requirements applicable to or imposed upon Redwood by any competent authority.
- 11.15 If any provision of this Agreement is held by any competent authority to be void or unenforceable in whole or in part, this Agreement shall continue to be valid as to the other provisions of this Agreement and the remainder of the affected provision.
- 11.16 Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of principal and agent or employer and employee between the Parties.
- 11.17 A person who is not a party to this Agreement shall not have any rights under or in connection with it.



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- 11.18 This Agreement shall be governed by and construed and interpreted in accordance with English law, and the parties hereby submit to the jurisdiction of the English courts.



ANNEX 1

DATA PROCESSING SCHEDULE

Schedule to:
Agreement between
Client ('Company')
AND
Redwood Technologies Limited ('Supplier')
("Agreement")

Terms and Conditions relating to the processing of Personal Data.

1. Definitions

- 1.1 Defined terms not otherwise specified herein shall have the meaning attributed to them in the Agreement.
- 1.2 **Applicable Law:** means any law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any regulatory body, delegated or subordinate legislation or notice of any regulatory body in the UK, EU or Member State Law to which Company or the Supplier is subject.
- 1.3 **Data Protection Laws:** means all Applicable Laws relating to data protection, the processing of personal data and privacy including: (a) the Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) ("**GDPR**"); (b) any applicable national laws and regulations that implement the GDPR; (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on Privacy and Electronic Communications) ("**e-Privacy Laws**"); and (d) any legislation that, in respect of the United Kingdom, replaces or converts into domestic law the GDPR, the proposed Regulation on Privacy and Electronic Communications or any other law relating to data protection, the processing or personal data and privacy as a consequence of the United Kingdom leaving the European Union.
- 1.4 **Controller or Data Controller, Processor or Data Processor, Data Protection Officer, Data Subject, Personal Data Breach, Processing, Data Protection Impact Assessment and Supervisory Authority** shall have the same meaning attributed to them under Data Protection Laws, and **Process** and **Processed**, in the context of Processing Personal Data, shall be construed accordingly.
- 1.5 **Group:** shall mean the Supplier, any subsidiary company or any holding company from time to time of the Supplier, and any subsidiary from time to time of a holding company of the Supplier.



- 1.6 **Personal Data:** shall have the same meaning attributed to it under Data Protection Laws, but limited to data that is provided by the Company to the Supplier as part of the Services provided by the Supplier under the Agreement.
- 1.7 **Regulator:** shall mean any Supervisory Authority, Information Commissioner's Office or other regulator authorised under Applicable Law.
- 1.8 **Sensitive Personal Data:** means Personal Data that reveals such categories of data as are listed in Article 9(1) of the GDPR that relate to the Services provided to the Company.
- 1.9 **Services:** means the services provided by the Supplier to the Company under the Agreement.
- 1.10 **Standard Contract Clauses:** shall mean any standard clauses issued from time to time by an authorised Regulator with respect to the Processing of Personal Data, including Model Clauses as issued by the European Commission.

2. Application and Priority

- 2.1 The provisions set out in this Schedule are supplemental to the existing provisions set out in the Agreement. In the event of any conflict between the provisions of the Agreement and this Schedule, the provisions in this Schedule shall prevail and shall constitute a valid variation of the conflicting provisions in accordance with the terms of that Agreement. This Schedule shall be interpreted by the Parties in a manner that is compliant and consistent with Data Protection Laws. Nothing in this Schedule shall act to prevent either Party from complying with their respective obligations under Data Protection Laws.

3. Relationship of the Parties

- 3.1 The Parties agree that the Supplier Processes various types of Personal Data on behalf of the Company in relation to the performance and receipt of the Services.
- 3.2 Each Party shall comply with its obligations under this Schedule and under Data Protection Laws with respect to the types of Personal Data it processes and according to its responsibilities as a controller, joint-controller, processor or sub-processor (as appropriate) for the relevant Personal Data, as described in this Schedule.
- 3.3 Where the Company is acting as a Processor with respect to Personal Data and the Supplier is acting as a Sub-Processor with respect to that Personal Data, then:
- the Processor shall be required to take steps to ensure that the Controller complies with its obligations under Data Protection Laws, including those referred to in clause 4.1; and
 - the Sub-Processor shall be deemed to be a Processor for the purposes of interpreting clause 5.

4. Controller Obligations

- 4.1 Whenever the Company is acting in a capacity as a Controller in relation to Personal Data, it shall comply in all respects with Data Protection Laws including:
- by Processing such Personal Data fairly and lawfully, including by providing appropriate privacy notices to those Data Subjects in relation to whom that Party is Processing Personal Data as a Controller;



- b. by implementing appropriate technical and organisational measures to protect such Personal Data as required under Data Protection Laws;
- c. by ensuring that it has obtained consent to the standards required by Data Protection Law if such consent is required to contact any particular Data Subject under e-Privacy Laws; and
- d. by determining if further details of the Processing to be undertaken by a Processor pursuant to this Schedule need to be recorded in the relevant Data Processing Details Form to comply with Data Protection Laws.

5. Processor Obligations

Where a Party is acting as a Processor of Personal Data on behalf of the other Party under this Agreement, the following provisions shall apply:

5.1 General Processor Obligations

- a. The Supplier shall Process the Personal Data as necessary: (i) to perform its obligations under the Agreement; (ii) to comply with its obligations under Applicable Laws; and (iii) for such other purposes as may be described in the Data Processing Details Form (the "Permitted Purpose"), except where otherwise required by any Applicable Law. In no event shall the Supplier Process the Personal Data for its own purposes or those of any third party.
- b. The Supplier guarantees that it shall implement and undertakes that it shall maintain appropriate technical and organisational measures in such a manner that Processing will meet the requirements of the Agreement, this Schedule and Data Protection Laws and to ensure the protection of the rights of the Data Subject.
- c. The Supplier shall, and shall ensure that its employees, agents, contractors, sub-contractors and Sub-Processors shall, comply with all Data Protection Laws with regard to the provision of the Services and in the exercise of its respective rights and obligations under the Agreement and this Schedule.
- d. The Supplier shall, and shall ensure that its employees, agents, contractors, sub-contractors and Sub-Processors shall, only Process Personal Data in accordance with the Company's documented instructions as set out in the Agreement or as notified by the Company to the Supplier in writing from time to time.
- e. The Supplier shall immediately and, in any event, within forty eight (48) hours of becoming aware of the same, notify the Company if it is required by Applicable Law to act other than in accordance with the Company's instructions referred to in clause 5.1 (d).
- f. The Supplier shall immediately (and not later than forty eight (48) hours) inform the Company if, in its reasonable opinion, it believes, that an instruction referred to in clause 5.1(d) infringes Data Protection Laws.
- g. The Supplier acknowledges that the Company may assess the Data Processing contemplated by this Schedule against Applicable Laws, from time to time, whereupon notice from the Company, the Supplier shall promptly resolve any relevant issues identified by the Company and agreed by the Supplier as a breach or potential breach of such Applicable Laws or of the Supplier's obligations under this Schedule.



- h. The Supplier shall ensure that in each case, processing and access to Personal Data is strictly limited to employees, agents, sub-processors and contractors, as authorised by the Supplier and who need to Process or access the relevant Personal Data, as is strictly necessary to perform the Services in the context of that person's duties to the Supplier (the "**Authorised Personnel**").
- i. The Supplier shall ensure that any Authorised Personnel:
 - i. have entered into an appropriate confidentiality agreement with the Supplier or are otherwise subject to a statutory obligation of confidentiality regarding the Personal Data;
 - ii. are informed of the confidential nature of the Personal Data;
 - iii. are subject to appropriate user authentication and log on processes when accessing Personal Data; and
 - iv. have undertaken, and shall continue to receive, appropriate and regular training in relation to Data Protection Laws;
- j. The Supplier shall, and shall ensure that its sub-processors shall, taking into account the nature of the Processing and the information available to the Supplier, assist the Company in ensuring compliance with its obligations under Applicable Laws, which shall include assisting with any Data Protection Impact Assessments and prior consultations conducted by the Company in accordance with Data Protection Laws.
- k. Each of the parties acknowledge and agree that the Appendix attached hereto (Data Processing Details Form) is an accurate description of the Processing being carried out under the Agreement as at the Effective Date, including in relation to: (a) the subject matter, duration, nature and purpose of the Processing; (b) the type of Personal Data being Processed; and (c) the categories of Data Subjects. If the Processing changes as a result of receiving lawful written instructions from the Company, then the relevant Appendix must be updated by the Supplier. The Supplier shall only Process those categories of Personal Data that are described in relevant Data Processing Details Form and shall act in good faith to cooperate with any reasonable request by the Company to record additional details in the relevant Data Processing Details Form with respect to such categories of Personal Data.

5.2 Sub-Processing

- a. The Supplier shall be authorised to engage third parties (each a "Sub-Processor") to Process Personal Data on behalf of the Company, provided that it notifies the Company, save where the Supplier is legally prohibited from notifying the Company.
- b. The Company hereby specifically authorises the use of the Sub-Processors set out in the Data Processing Details Form of this Schedule.
- c. The Company retains the right to review any Sub-Processors used by the Supplier and object to the use of any such Sub-Processors at any time should it reasonably believe that the Sub-Processor is not or may not continue to be compliant with Data Protection Laws. If such an objection is raised, the Parties shall use reasonable endeavours to resolve the objection in good faith. If the objection cannot be resolved, the objection shall either be withdrawn or the Company shall



have the right to terminate the Agreement on written notice without penalty to either Party.

- d. Where the Supplier does engage another Sub-Processor in accordance with 5.2.a above, the Supplier shall ensure that it has carried out appropriate due diligence on the Sub-Processor to ensure that it is capable of providing the level of protection to the Processing as is required by the Applicable Laws and this Schedule. The Supplier shall ensure that, from the Effective Date, any Sub- Processor engaged by the Supplier to process the Personal Data shall enter into an agreement with the Supplier on terms that are substantially the same as, but no less onerous than, the terms set out in this Schedule.

5.3 International Data Transfers

- a. The Supplier shall not transfer Personal Data out of the European Economic Area (EEA) without the Company's express prior written authorisation, or unless required to do so under Applicable Laws, whereby the Supplier shall notify the Company of such a legal requirement prior to the Processing, save where the Supplier is legally prohibited from notifying the Company.
- b. Any authorisation by the Company in accordance with 5.3 (a) shall be subject to the Supplier complying with relevant Data Protection Laws, including the implementation of the appropriate safeguards set out in Article 46.2 of the GDPR, into agreements with the applicable Sub-Processors (save where the European Commission has determined that the third country or international organisation ensures an adequate level of protection in accordance with Article 45 of the GDPR).
- c. Notwithstanding any other provisions of this Agreement, the Company hereby acknowledges the access and viewing by the Supplier's Group located in strategic worldwide locations strictly for the purposes of provision of continuous support to the Services (the "**Support Services**"), provided that:
 - a. the Support Services are only provided by Group entities and do not involve any third parties;
 - b. the Support Services do not involve any physical transfer of Personal Data, with occasional access provided to the Personal Data located in the EU, through secure means approved by the Group's Data Protection Officer;
 - c. the access to Personal Data is only in support of situations where a problem ticket has been raised during out of normal working hours and local support is unavailable. Full logging occurs and such logs are stored within the EU;
 - d. the Support Services provider shall comply with any published Group policy on data protection compliance, as amended from time to time;
 - e. the Support Services provider shall comply with the IT Security and processing of Personal Data obligations imposed on the Supplier;
 - f. all support personnel are under an obligation of confidentiality and have received (and shall continue to receive) appropriate training on data protection and privacy; and
 - g. the Support Services provider shall not impose any restrictions on the rights or effective legal remedies of Data Subjects or the Company.



5.4 Record Keeping

- a. The Supplier shall supply to the other Party all of the information set out in the Data Processing Details Form of this Schedule in order that the Company may retain a record of the Data Processing activities related to the Services.
- b. The Supplier shall notify the Company prior to the implementation of any changes to its Data Processing activities relating to the Services except when such changes are carried out pursuant to the written instructions of the Company and, at the Company's cost, assist in carrying out any necessary Data Protection Impact Assessments.
- c. The Supplier shall maintain its own records of its Data Processing activities relating to the Services, in accordance with Applicable Laws and shall make these records available to the Company on written request in a timely manner and subject to the Company's obligations of confidence set out in the Agreement. The Company shall be permitted to disclose such records to its professional advisors and applicable Regulators.

5.5 IT Security

- a. The Supplier shall, at its own cost and expense, implement and maintain, appropriate technical and organisational measures to ensure a level of security:
 - i. Such that the Processing will meet the requirements of the Applicable Laws; and
 - j. Appropriate to the risks that are presented by the Processing.
- b. The Supplier shall assist the Company in ensuring compliance with its obligations under Applicable Laws regarding the security of Processing and taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing, as well as the risk of varying likelihood and severity for the rights and freedoms of the Data Subjects.

5.6 Rights of the Data Subject

- a. The Supplier shall notify the other Party within three (3) working days if it receives:
 - (a) from a Data Subject an actual or purported request exercising a Data Subject's rights (whether by the Data Subject or on its behalf) in accordance with Applicable Laws, including any one of: a request to access their Personal Data, rectify any inaccurate Personal data, have Personal Data erased, restrict the Processing of their Personal Data, obtain a portable copy of Personal Data or to transfer such a copy to a third party; an objection to any Processing of their Personal Data, or any other request, complaint or communication relating to obligations under Applicable Laws from a Data Subject (a "**Data Subject Request**"); or (b) requests, correspondence or communications (whether written or verbal) from a Regulator ("**Regulator Correspondence**").
- b. The Supplier shall, without undue delay, provide the Company with full details of any Data Subject Request or Regulator Correspondence and reasonable details of the circumstances giving rise to it, including details of the relevant Personal Data or other information reasonably requested by the Company, which the Company shall be permitted to disclose to its professional advisors and applicable Regulators.



- c. The Supplier shall provide all reasonable co-operation to allow the Company to investigate any such Data Subject Request or Regulator Correspondence and, taking into consideration the nature of the Processing, the Supplier shall assist the Company by appropriate technical and organisation measures, insofar as is possible, to enable the Company to fulfil its obligations to respond to such Data Subject Request or Regulator Correspondence. This should be coordinated with the Supplier's Data Protection Officer.
- d. The Supplier shall not fulfil or respond to any Data Subject Request without first notifying the other Party.
- e. The Supplier shall, and ensure that its authorised Sub-Processors shall, have in place appropriate technical and organisational measures to enable:
 - i. the proper rectification of inaccurate Personal Data either (i) in accordance with such a request from the Data Subject; or (ii) the other Party, duly authorised;
 - ii. the complete erasure, to the extent required by law, of a specified Data Subject's Personal Data; and
 - iii. the ability for individual Data Subject's Personal Data to be transported to the Data Subject or a third party, in a recognisable and commonly used format.
- f. The actions set out under 5.6 (e) (i) - (iii) would only be undertaken by the Supplier or its Sub-Processors after specific written requests from the Company.

5.7 Data Breach Notification

- a. Save where the Supplier is legally prohibited from notifying the Company, the Supplier shall notify the Company without undue delay and in any case within twenty-four (24) hours after becoming aware of any actual or suspected Personal Data Breach. Such notification shall:
 - i. Describe as far as is known to the Processor, the nature of the Personal Data Breach including where possible, the categories and approximate number of Data Subjects affected and the categories and approximate number of Personal Data records concerned;
 - ii. Communicate the name and contact details of the data protection officer or other point of contact where further information, if any, can be obtained;
 - iii. Describe the likely consequences of the Personal Data Breach;
 - iv. Describe the measures taken or proposed to be taken by the Processor to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.
- b. The Supplier acknowledges and understands that the Controller may be obligated to notify the relevant Regulators (within seventy-two (72) hours of having become aware of the Personal Data Breach) and may also be obligated to notify affected Data Subjects. The Processor shall provide all necessary assistance and relevant information reasonably requested by the other Party, in order to allow the Company to properly assess, investigate, mitigate and remedy the Personal Data Breach and to meet its respective obligations under Applicable Laws. Once the Supplier has notified the Company of any Personal Data Breach, the Supplier shall use its reasonable endeavours to not notify the relevant Regulators or the affected



Data Subjects without obtaining the Company's prior approval. On request for approval, the Company shall not unreasonably delay or withhold approval where the Supplier is required under Applicable Law to notify a relevant Regulator of the Personal Data Breach.

5.8 Audit

- a. The Company or a third party auditor appointed by the Company (the "Auditor") shall be permitted to conduct an audit once a year in normal circumstances subject to a ten (10) day notice period or at any time after a notified data breach subject to 5 days' notice period, in order for the Auditor to be satisfied that the Supplier is in compliance with its Processing obligations under this Schedule. Accordingly, the Auditor shall be permitted access to the Supplier's relevant premises, systems, records, processes and personnel, to the extent such access shall not result in the Supplier, as reasonably determined by the Supplier, breaching any Applicable Laws or confidentiality obligations with other third parties.
- b. The Supplier shall reasonably co-operate, assist and make available to the Auditor all information necessary to demonstrate its compliance with its Processing obligations.

5.9 Termination or Expiration of Processing Services

- a. In the event that the relevant Regulatory Authority determines and notifies the Supplier that it is not meeting its obligations with regards to the Processing of Personal Data relating to the Services, and no grace period is permitted by the Regulator Authority to remedy the issue, then the Company shall be entitled to terminate all impacted Services without penalty.
- b. Upon the termination or expiration of the relevant Services, the Supplier shall at Company's option either (a) securely delete all Personal Data, including any copies, in such a manner that it cannot be recovered or reconstructed, unless Applicable Law requires storage of the Personal Data; or (b) return all Personal Data to Company by a technical means agreed by Company and securely delete existing copies in such a manner that they cannot be recovered or reconstructed, unless Applicable Laws require storage of such Personal Data.
- c. The Supplier shall confirm to Company in writing that it has completed the actions prescribed in 5.9.a above.



APPENDIX TO ANNEX 1

DATA PROCESSING DETAILS FORM

Details regarding the Personal Data that is Processed by the Supplier that is provided by the Company:

1. The nature and purpose of the Processing (the "Subject Matter")

The platform processes interactive communications on a mass scale and enables instant communications through any medium that can connect to an IP network. In addition it also has the capability to process call data via routing and recording facilities. This enables a Customer to process its client data in a consistent manner.

It processes data provided by its' Customers with the specific nature and purpose of the processing being agreed with the Customer.

2. The Categories of Data Subjects

Company's Customers

3. The type of Personal Data being Processed

User data – any contact and authentications details of the Company's users

Content data – including a range of personal data that is processed in the provision of the Services

4. The duration of the Processing (to include retention periods for the data)

Term of the Agreement

5. The Categories of any recipients of the Personal Data (if any)

None

6. Any transfers of the Personal Data outside of the EEA

None

7. A general description of the technical and organisation security measures in place (or reference to an appropriate Information Security Schedule of the Agreement)

We seek to hold all relevant accreditations as a means to demonstrate our commitment to quality, security and the environment. To this end we maintain a documented Business Management System that contains a number of Policies, Procedures and Work Instructions that support the following certifications:

- ISO27001 Information Systems Management
- ISO 9001 Quality Management
- ISO 14001 Environmental Management
- PCI DSS v3.2



- Cyber Essentials

To support this we also have in place a layered technical defence involving firewalls, access control, end point protection and a two factor authentication system for internal access to the platform.

8. Details of any Sub-Processors that you have engaged who are also Processing the Personal Data in the performance of the Services:

Based on the Services, the Sub-Processors may be one or more of the following:

- Content Guru Limited
- Microsoft
- Teleopti AB
- Google
- IBM
- mGage
- Amazon