

Terms and Conditions

The Terms set forth below apply to any Contract between Customer and Q Associates, irrespective of whether such Contract is for the sale or licensing of Products and/or the performance of Services.

Part A of the Terms applies to all Contracts.

Parts B and C apply to all Contracts and set out additional provisions relating to the:

- delivery and/or installation of Products and licensing of Software; and
- provision of Services.

Parts D, E and F set out additional provisions relating to:

- Part D: Professional Services;
- Part E: System Support Services; and
- Part F: Managed Services.

Part G sets out the specific terms applicable to any Processing of Personal Data by Q Associate's on behalf of Customers.

Part A: General

A.1. DEFINITIONS

A.1.1 In these Terms:

- (a) **"Acceptance Criteria"** means the document headed "Acceptance Criteria" attached to, or referred to in, the Order.
- (b) **"Business Days"** means any day of the week which is not a Saturday, Sunday or any bank holiday in the United Kingdom.
- (c) **"Commencement Date"** means the date of the Contract.
- (d) **"Confidential Information"** means any information disclosed by one party to another under or in anticipation of any Contract which is confidential commercial, financial, marketing, technical information, know-how, trade secrets and/or other information in any form or medium whether disclosed orally or in writing before or after the Commencement Date, together with any reproductions of such information in any form or medium or any part(s) of this information (and **"confidential"** means that the information, either in its entirety or in the precise configuration or assembly of its components, is not publicly available).
- (e) **"Consumables"** means all consumables including: printer consumables; batteries; screens; and miscellaneous hardware (such as computer mouse).
- (f) **"Contract"** means any agreement between the parties for the supply of Product(s) or the performance of the Services on the basis of the Order (and as may be confirmed in the Order Confirmation), which shall incorporate the Terms.
- (g) **"Core Hours"** means between 09:00 to 17:30 on a Business Day.
- (h) **"Covered Systems"** means Customer's system(s) at the Customer Site specified in the Order.
- (i) **"Customer"** means the person confirmed as being the "Customer" in the Order.
- (j) **"Customer Obligations"** means the obligations to be performed by Customer as listed or referred to in the Order, the Terms and such other obligations as may be agreed by the parties.
- (k) **"Customer Sites"** means Customer's site in the United Kingdom specified in the Order.
- (l) **"Deliverable(s)"** means any item which is delivered as part of or following the performance of the Professional Services listed in the Order.
- (m) **"Equipment"** means the hardware (including components), software media and spare parts listed in the Order.
- (n) **"Expenses"** means all and any delivery costs, insurance, travel, accommodation and subsistence, attendance at induction / training services, the cost of third party materials and/or services or other ancillary costs.
- (o) **"Fixed Term"** means the fixed term stated in the Order or, in the absence of such term being specified, means twelve (12) months from the commencement of performance of the System Support Services.
- (p) **"Group"** means in relation to a company, that company, any subsidiary or holding company from time to time of that company and any subsidiary from time to time of a holding company of that company.
- (q) **"IPR"** means patents, registered designs, trade marks and service marks (whether registered or not), domain names, copyright, database rights, moral rights, design right, and all similar property rights including those subsisting (in any part of the world) in inventions, designs, drawings, performances, computer programs, semiconductor topographies, confidential information, business names, goodwill and the style of presentation of goods or services and in applications for protection of any of the above rights.

- (r) **"Managed Services"** means the managed services listed in the Order for the Covered Systems.
- (s) **"Managed Services Charge"** means the price payable by Customer to Q Associates, for the performance of the Managed Services, as specified in the Order.
- (t) **"Order"** means an order for the sale or licensing of Products or the performance of Services submitted by Customer to Q Associates in hard copy form ("**Purchase Order**") or in electronic form ("**Electronic Order**") including any statement of work or similar document attached to or referenced in such order.
- (u) **"Order Confirmation"** means a written or electronic acknowledgement which may be issued by Q Associates in response to the Order.
- (v) **"Price"** means collectively the Managed Services Charge, Product Charge, Professional Services Charge, System Support Services Charge and any other charges payable under or pursuant to the Contract (including as referred to in these Terms).
- (w) **"Product Charge"** means the price payable by Customer to Q Associates, for the sale or licensing of the Products and (if specified in the Order) the installation of such Product, as specified in the Order.
- (x) **"Products"** means the Equipment and/or the Software.
- (y) **"Professional Services"** means the professional services which are listed in the Order.
- (z) **"Professional Services Charge"** means the price payable by Customer to Q Associates, for the performance of the Professional Services and/or sale or licensing of the Deliverables, as specified in the Order.
- (aa) **"Q Associates"** means Q Associates Limited of 7 Langley Business Court, Beedon, Newbury, Berkshire, RG20 8RY.
- (bb) **"Services"** means the Managed Services, Professional Services, and/or System Support Services, as specified in the Order.
- (cc) **"Software"** means (a) the software listed in the Order, (b) any Updates, and (c) any related user manuals or other documentation.
- (dd) **"Sign-Off Form"** means the Sign-Off Form attached to, or referenced in, the Order.
- (ee) **"System Support Services"** means the system support services listed in the Order for the Covered Systems.
- (ff) **"System Support Services Charge"** means the price payable by Customer to Q Associates, for the performance of the System Support Services, as specified in the Order.
- (gg) **"Terms"** means these Terms and Conditions.
- (hh) **"Trademarks"** means all names, marks, logos, designs, trade dress and other brand designations whether registered or unregistered used in connection with the Products and/or Services.
- (ii) **"Updates"** means subsequent releases and error corrections for the Software which have been purchased from Q Associates by Customer and installed on the Software.

A.1.2 Capitalised words and expressions which are not defined in this clause have the meanings set out elsewhere in these Terms.

A.1.3 The headings to clauses are inserted for convenience only and shall not affect the interpretation or construction of the Conditions.

A.1.4 Words imparting the singular shall include the plural and vice versa. Words imparting a gender include every gender and references to persons include an individual, company, corporation, firm or partnership.

A.1.5 The words "other" and "including" and the phrase "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible and the word "including" shall mean "including without limitation".

A.1.6 References to any statute or statutory provision shall include (i) any subordinate legislation made under it, (ii) any provision which it has modified or re-enacted (whether with or without modification), and (iii) any provision which subsequently supersedes it or re-enacts it (whether with or without modification).

A.2. APPLICABILITY, OFFERS, QUOTATIONS

A.2.1 Unless expressly stipulated otherwise, these Terms apply to all Contracts between Customer and Q Associates relating to the sale or licensing of the Products and/or the performance of the Services and supersede all prior or contemporaneous oral and/or written communications, proposals, warranties and representations with respect to the subject matter of the Contract. The Contract contains the entire agreement between the parties in relation to its subject matter and each party irrevocably and unconditionally waives any right it may have to claim damages for, and/or to rescind the Contract because of breach of any warranty not contained in the Contract, or any misrepresentation whether or not contained in the Contract, unless such misrepresentation was made fraudulently. For the avoidance of doubt, any conditions of purchase or any other standard conditions of Customer set forth in or referred to on the Order, correspondence, stationery or other trade forms are hereby expressly declared inapplicable to any Contract and notice of rejection to which is hereby given.

A.2.2 No purported alteration or variation of these Terms or any Contract shall be effective unless it is in writing,

refers specifically to the Contract and is signed by duly authorised representatives of both parties.

A.2.3 In the event of any inconsistency between any clause or schedule in a Contract, the following order of precedence will apply (in descending order):

- (a) the appropriate specific Part D, E or F (as the case may be) of these Terms;
- (b) the appropriate specific Part B or C (as the case may be) of these Terms;
- (b) Part F (Data Protection) of these Terms;
- (c) the general Part A of these Terms;
- (d) the Order Confirmation; and
- (e) the Order.

A.2.4 Quotations by Q Associates are not binding on Q Associates and shall constitute an invitation to treat and shall, with respect to the prices specified, remain valid for a period of thirty (30) days from date of issue. All Orders placed with Q Associates by Customer for Products or Services shall constitute an offer to Q Associates and shall not come into being until accepted by Q Associates. Q Associates' acceptance of the Order is effective upon the earlier of: (a) Q Associates' issuance of the Order Confirmation or (b) Q Associates' delivery of the Products or commencement of the performance of the Services.

A.3. ORDERING

A.3.1 Ordering Procedure.

- (a) Customer may order Products or Services by:
 - (i) submitting an Electronic Order in the manner directed by Q Associates; or
 - (ii) submitting a Purchase Order to Q Associates (and Customer acknowledges that Electronic Orders for certain Products or Services may, at Q Associates discretion, need to be confirmed in a Purchase Order);

in each case specifying the Products or Services required and referencing Q Associates' quotation number(s).

- (b) Q Associates may accept the Order by:
 - (i) issuing the Order Confirmation to Customer; or
 - (ii) delivering the Products or commencing performance of the Services.
- (c) The identification of the Products or Services in the Order and (a) confirmed in any Order Confirmation or (b) delivered to or following commencement of the performance of the Services, will constitute a Contract and create a binding commitment for the purchase of those Products or Services.

A.3.2 Customer may only cancel the Order with Q Associates' prior written consent. Save where a cancellation charge is specified in the Order, at Customer's request, if Q Associates agrees to any such cancellation, Q Associates will inform Customer of the cancellation charge applicable to the Order (which will depend upon the requirements set out in the Order and the stage at which the Order is at) and Customer will pay the cancellation charge if Customer proceeds to cancel the Order.

A.3.3 Save as provided in Parts D, E and F, the Contract will commence on the date set out in the Contract or as may otherwise be agreed in writing between the parties.

A.3.4 For the purposes of placing Electronic Orders, Customer represents and warrants:

- (a) that it will keep confidential any unique user id and password which Q Associates assigns to Customer; and
- (b) that all of Customer's employees who submit Orders are authorised by Customer to do so.

A.4. PRICES AND PAYMENT

A.4.1 The prices for the Products and Services are the Price.

A.4.2 All Prices for Product and/or Services are based on delivery of the Products to, or performance of the Services at, Customer's address for delivery or performance of the same as specified in the Order. All Prices are for delivery or performance in the United Kingdom unless otherwise specified in the Order and are exclusive of VAT and all other taxes and duties. Installation of Products is only included in the Price if and insofar as this is stated in the Order. Unless otherwise stated in the Order, the Price does not include any Expenses, which Expenses are payable by Customer on the same terms as the Price.

A.4.3 The Price for Software (including all license fees relating to such Software) are not contingent upon nor

dependent on any further deliverables and/or services from Q Associates (including, the installation or support of such Software).

A.4.4 Unless otherwise agreed in writing, Customer shall pay all invoices within thirty (30) days of the date of Q Associates invoice. All such payments shall be without any deduction or set off. Interest shall be payable on overdue invoices at the rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.

A.4.5 Without prejudice to its other rights, if Customer does not pay the Price by the due date (and, in the case of the Price being payable in advance, prior to delivery of the Product or commencement of the Services (as applicable)), Q Associates may suspend delivery of the Product or the provision of the Services until such time as the Price has been paid in full.

A.5. IPR OWNERSHIP AND LICENSING

A.5.1 Each party shall retain its own pre-existing IPR. Nothing in any Contract or these Terms shall transfer or otherwise vest in Customer any ownership in any Software or IPR of Q Associates or a third party.

A.5.2 License terms.

(a) Q Associates shall at its option:

- (i) procure the grant to Customer of a license to use; or
- (ii) sublicense Customer to use, the Software in the terms set out in the specific Parts (B and/or C) of these Terms.

(b) Q Associates and/or the licensor(s) of the Software (and/or any of their independent audit firms) may, upon reasonable notice, examine and audit the records and systems of Customer to ensure compliance with any license granted or procured by Q Associates.

(c) Customer may not alter or obscure any proprietary rights notice appearing on any Q Associates or third party supplied Software or materials, and must include such notices on any copies.

A.5.3 Customer shall, to the extent necessary, grant (or procure the grant) of a non-exclusive, irrevocable and royalty-free licence to use any systems (including Covered Systems) for the purpose of Q Associates providing the Services. Customer shall indemnify Q Associates against all claims, loss and/or damage arising out of claim by a third party that Q Associates' use of such systems infringes the IPR of any third party.

A.6. CUSTOMER OBLIGATIONS

A.6.1 Customer shall fulfill all Customer Obligations and acknowledges that:

(a) performance of a Contract by Q Associates is conditional upon Customer's fulfilment of such Customer Obligations;

(b) Q Associates will not be liable for any loss or damage (including any additional costs) incurred that arise from any failure by and/or delay in Customer fulfilling any Customer Obligations; and

(c) Q Associates shall be entitled to charge Customer for any additional costs incurred and/or services which Q Associates provides as a result of Customer's failure and/or delay in fulfilling any Customer Obligations (the charges for such services being in accordance with Q Associates' current time and materials rates).

A.6.2 Customer Obligations shall include the provision by Customer of:

(a) timely (and safe) access to Customer Sites and any other premises owned or controlled by Customer;

(b) access (including remote access and/or deployment of any collectors) to the Covered Systems and any other computer equipment (including operating systems, networks and computing environments);

(c) adequate working space, facilities and parking;

(d) personnel (including executive sponsors, project managers and other personnel) who have the necessary knowledge and authority; and

(e) accurate and up to date data, information and/or materials (including: IP addresses, URLs and user authentications; and system designs and configurations),

in each case, to the extent that Q Associates requires to deliver the Products and/or provide the Services.

A.6.3 Customer will co-operate with Q Associates in all matters relating to these terms and the Services.

A.6.4 Customer will undertake back-ups of all systems before the installation of any Products or performance of any Services by Q Associates.

A.6.5 Customer will comply with all applicable laws and obtain and maintain all necessary licences, permissions and consents which may be required to enable Q Associates to provide the Services.

A.6.6 Customer will appoint a contract manager who will have authority to contractually bind Customer on all matters relating to the Contract.

A.7. RESTRICTED ACTIVITIES

A.7.1 Products, Services and technical data delivered by Q Associates may be subject to U.S.A. and/or UK export controls and/or the trade laws of other countries. Customer will comply with all such laws and obtain all licenses to export, re-export or import as may be required after delivery to Customer. Customer will not export or re-export to entities on the most current U.S.A. export exclusion lists or to any country subject to U.S. embargo or terrorist controls as specified in the U.S.A. export laws. Customer will not use or provide Products, Services, or technical data for nuclear, missile, or chemical or biological weaponry end uses.

A.7.2 Customer acknowledges that Products and Services are not designed or intended for use in the nuclear and/or aviation sectors or in such other sectors or for such other purposes as Q Associates or the manufacturer and/or licensor of the Products may specify from time to time.

A.8. WARRANTY

A.8.1 The express terms and conditions of the Contract shall apply in place of all warranties, conditions, terms, representations, statements, undertakings and obligations whether expressed or implied by statute, common law, custom, usage or otherwise, all of which are excluded to the fullest extent permitted by law. In particular Q Associates does not warrant that Products are fit for a particular purpose unless specifically stated to the contrary in the Order.

A.9. LIABILITY

A.9.1 This clause A.9 sets out the entire liability of Q Associates (including any liability for the acts or omissions of its sub-contractors) in respect of any breach of a Contract and any representation, statement or tortious act or omission including negligence arising under or in connection with a Contract.

A.9.2 Nothing in this Agreement shall exclude or limit Q Associates liability for death or personal injury caused by its negligence or for fraudulent misrepresentation or for any liability that cannot legally be excluded or limited.

A.9.3 Q Associates shall not be liable for any economic loss of whatever nature (whether or not such loss or damage was foreseen, direct, foreseeable, known or otherwise), including loss of anticipated profits, loss of actual profits (direct or indirect), loss of anticipated savings, loss of business, loss of data or for any indirect, special or consequential loss or damage howsoever caused or any losses arising as a result of any third party bringing a claim in respect of any nature whatsoever.

A.9.4 Subject to clause A.9.2 and A.9.3, Q Associates liability in respect of any loss or damage flowing from any one event or series of connected events under any Contract whether for breach of contract or statutory duty, breach of warranty, misrepresentation or in tort (including negligence) will be limited as follows:

- (a) in the case of the Products including installation of such Products, to the Product Charge;
- (b) in the case of the Professional Services (including Deliverables), to the Professional Services Charge;
- (c) in the case of the System Support Services, to the System Support Services Charge; and
- (d) in the case of the Managed Services, to the Managed Services Charge,

but in no event shall Q Associates aggregate liability under any Contract whether for breach of contract or statutory duty, breach of warranty, misrepresentation or in tort (including negligence) exceed the Price.

A.9.5 Q Associates will not be liable for any delay or failure caused by:

- (a) errors in programs, coding information, data or operating instructions supplied by Customer;
- (b) the late arrival or non-arrival of material from Customer; or
- (c) defects in the Covered Systems or any Customer hardware or Customer software (including any software licenced to Customer by third parties).

A.9.6 Subject to clause A.9.2, Q Associates shall have no liability unless Customer notifies Q Associates of any claim within six (6) months of the cause of action for such claim arising.

A.9.7 Customer acknowledges the extent of Q Associates' exclusion or limitation of its liability under the Contract and shall insure against or bear itself any loss for which Q Associates has excluded or limited its liability and agrees that Q Associates shall have no further liability to Customer.

A.10. CONFIDENTIAL INFORMATION

- A.10.1 A party receiving Confidential Information (the “**Recipient**”) may use it only for the purposes for which it was provided under a Contract. Confidential Information may be disclosed only to officers, representatives, subcontractors, employees (including employees of Q Associates) or contractors obligated to the Recipient under similar confidentiality restrictions and only for the purposes for which it was provided under the Contract.
- A.10.2 The obligations set out in clause A.10.1 do not apply to information which:
- (a) is rightfully obtained by the Recipient without breach of any obligation to maintain its confidentiality;
 - (b) is or becomes known to the public through no act or omission of the Recipient;
 - (c) the Recipient develops independently without using Confidential Information of the other party; or
 - (d) is disclosed as required by law, a court of competent jurisdiction or any governmental or regulatory authority and in response to a valid court or governmental order, if (where it is lawfully permitted to do so) the Recipient has given the other party prior written notice and provides reasonable assistance so as to afford it the opportunity to object; or
 - (e) (subject to clause A.10.3) is required to be disclosed pursuant to the provisions of the Freedom of Information Act 2000.
- A.10.3 If, pursuant to the provisions of the Freedom of Information Act 2000 (or any subordinate legislation or codes of practice), Customer receives any request to disclose and/or intends to disclose all or any Confidential Information Customer agrees that it will consult with Q Associates before disclosing any such Confidential Information. In so consulting Customer agrees that it will act reasonably and in good faith and will duly consider any representations Q Associates may make relating to the proposed disclosure or otherwise of such Confidential Information.
- A.10.4 Nothing in the Contract shall restrict Q Associates in any way from using in its normal business any ideas, concepts, know-how or techniques gained in connection with the provision of the Services (including relating to the storage, processing, transmission or display of information and/or from developing ideas, concepts, know-how or techniques for third parties) to the extent that:
- (a) such ideas, concepts, know-how or techniques have become part of the mental 'stock-in-trade' of its employees; and
 - (b) such use does not involve or relate to a disclosure or use of Customer’s IPR or Confidential Information.
- A.11. INTELLECTUAL PROPERTY CLAIMS**
- A.11.1 Q Associates will use its reasonable endeavours to assign to, or procure for the benefit of, Customer any IPR indemnity generally made available to Q Associates or at Q Associates’ option made publicly available by any third party manufacturer or distributor of the Products. Customer acknowledges that:
- (a) any such indemnity will be subject to such terms and conditions as may be imposed by such third party manufacturer or distributor; and
 - (b) Q Associates shall not, and shall not be required to, grant any indemnity to Customer for any intellectual property infringement or otherwise.
- A.11.2 Q Associates does not warrant that the Products and Customer’s use of the Products shall not infringe the IPR of any third party.
- A.11.3 This clause states the entire liability of Q Associates and exclusive remedies of Customer for any claim(s) that Products infringe a third party’s IPR.
- A.12. TRADEMARKS**
- A.12.1 Customer may refer to Products and Services by their associated names, provided that such reference is not misleading and complies with any policies and/or instructions made available by Q Associates and, in the case of Trademarks of a third party with such third party’s applicable policies.
- A.12.2 Customer may not remove or alter any Trademarks, nor may it include any trademarks, service marks, company names, Internet addresses, domain names, or any other similar designations on any Products or Services. Customer agrees that any use of Trademarks by Customer will inure to the sole benefit of Q Associates (or the owner of such Trademarks).
- A.12.3 Customer agrees not to incorporate any Trademarks into Customer’s trademarks, service marks, company names, Internet addresses, domain names, or any other similar designations.
- A.12.4 Customer shall not use the Trade Marks other than as set out in these Terms.
- A.12.5 The disclosure of the Trade Marks to Customer shall not confer on Customer any rights, in respect of the

A.13. PUBLICITY

A.13.1 Subject to the other party's ("Party A") prior written consent (such consent not to be unreasonably withheld or delayed), each party ("Party B") may use Party A's name in promotional materials, including press releases, presentations and customer references relating to the sale of the Products or provision of the Services. These permissions are free of charge for worldwide use by Party B in any medium.

A.14. CONTRACT TERMINATION

A.14.1 Either party may terminate a Contract immediately by written notice:

- (a) if the other party commits a non-remediable material breach of that Contract;
- (b) if the other party fails to cure any remediable material breach within sixty (60) days of being notified in writing of such breach; or
- (c) if the other party is deemed to be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or the other party calls a meeting for the purpose of passing a resolution to wind up its company (other than for the purposes of a solvent reconstruction or amalgamation), or such a resolution is passed or the other party presents or has presented a petition to wind up or present or have presented a petition to appoint an administrator or have an administrative receiver or receiver appointed to the whole or any part of the other party's business, undertaking, property or assets.

A.14.2 Following termination of a Contract (for whatever reason):

- (a) subject to clause A.14.4, each party will deliver to the other any property (including any Confidential Information) of the other in its possession or control relating to that Contract, in good condition, reasonable wear and tear excepted; and
- (b) Customer shall pay to Q Associates all of Q Associates' outstanding unpaid invoices and interest and, in respect of the Services, Software and/or Equipment supplied but for which no invoice has been submitted, Q Associates shall submit an invoice, which shall be payable by Customer promptly on receipt.

A.14.3 Following termination of the Contract by Customer pursuant to clause A14.1, the use of the Software by Customer will continue in accordance with and subject to the terms and conditions of the applicable license provided always that Customer has paid Q Associates the Price for such Software.

A.14.4 Following termination of the Contract by Q Associates pursuant to clause A.14.1, Customer will forthwith cease to use, and will either return to Q Associates or (at Q Associates option) destroy, all Software (including all copies thereof).

A.14.5 Rights and obligations under a Contract (including these Terms) which by their nature should survive, will remain in effect after performance, termination or expiration of the Contract.

A.14.6 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of these Terms and / or the Contract which existed at or before the date of termination or expiry.

A.14.7 Customer will return all of the On-Site Materials and any Deliverables which have not been fully paid for. If Customer fails to do so, then Q Associates may enter Customer's premises and take possession of them. Until they have been returned, Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract and these Terms.

A.15. SUBCONTRACTING, ASSIGNMENT AND THIRD PARTY RIGHTS

A.15.1 Q Associates shall be entitled to subcontract all or any part of its obligations under this Contract without the prior consent of Customer.

A.15.2 Save as provided in clause A.15.1, neither party shall be entitled to assign, charge or transfer the Contract (or any part or parts thereof) without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed

A.15.3 Save that Group companies of Q Associates may enforce any provision of these Terms and/or any Contract, the Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms and a person who is not a party to the Contract (including any employee, officer, agent, representative or sub contractor of either party) shall not have the right (whether under the Contracts (Rights of Third Parties) Act or otherwise) to enforce any term which expressly or by implication confers a benefit on that person without the express prior agreement

in writing of the parties which agreement must refer to this clause A.15.3. Even if a person who is not a party to these Terms and/or any Contract has a right to enforce any term by virtue of the aforementioned Act, the parties may vary or cancel these Terms or any Contract without requiring the consent of such third party.

A.16. MISCELLANEOUS

- A.16.1 A party is not liable under any Contract for non-performance caused by events or conditions beyond that party's reasonable control, if the party makes reasonable efforts to perform. This provision does not relieve either party of its obligation to make payments then owing. In the event any such event continues beyond a period of ninety (90) days either party may terminate the Contract.
- A.16.2 All written notices required under any Contract or these Terms must be delivered in person, by first class post or by email (provided that, in the case of email, a copy of such notice is also delivered in person or by first class post) and will be effective upon receipt. Notices communicated by electronic mail will be deemed to be written.
- A.16.3 Any express waiver or failure to exercise promptly any right under these Terms or any Contract will not create a continuing waiver or any expectation of non-enforcement.
- A.16.4 If any provision of these Terms is held invalid by any law or regulation or by any court or arbitrator, such invalidity will not affect the enforceability of other provisions.
- A.16.5 The parties each warrant that they have full capacity and authority and all necessary consents to enter into and to perform their respective obligations set out in a Contract.
- A.16.6 Q Associates shall at all times be an independent contractor. Nothing in the Contract shall constitute or create any contract of employment, agency, partnership or relationship other than as an independent contractor for the supply of products and/or services.
- A.16.7 The Contract contains the entire agreement between the parties in relation to their subject matter. Customer irrevocably and unconditionally waives any right it may have to claim damages for, and/or to rescind the Contract because of breach of any warranty not contained in the Contract, or any misrepresentation whether or not contained in the Contract, unless such misrepresentation was made fraudulently.
- A.16.7 Governing Law and Dispute Resolution.
- (a) The parties will use reasonable efforts to resolve any dispute arising out of the Terms through a meeting of appropriate managers from each party. If the parties are unable to resolve the dispute, either party may escalate the dispute to its executives. If an executive level meeting fails to resolve the dispute within thirty (30) days after escalation, either party may seek any available legal relief. This provision will not affect either party's right to seek injunctive or other provisional relief at any time.
- (b) Subject to clause A.16.6(a), the parties agree that the Courts of England and Wales shall have exclusive jurisdiction to resolve any dispute. All disputes will be governed by English law.

Part B: Specific Terms of Sale and Delivery

The specific terms set forth in this Part B apply to any Contracts made between Customer and Q Associates for the procurement of Products. The specific terms set forth in this Part C apply to any Services relating to the installation or otherwise of the Products. The General Terms set forth in Part A apply to, and form an integral part of, these specific terms.

B.1. PRODUCT DELIVERY

- B.1.1 Q Associates will use its reasonable endeavours to meet any delivery date(s) identified or stated in the Order. Save as otherwise stated in the Order, delivery will be made during Core Hours. Q Associates may levy an additional charge: for any deliveries made outside of such Core Hours at the request of Customer; for any storage costs and/or redelivery costs if Customer does not take delivery at the agreed date/time or location; and/or where Customer provides inadequate delivery instructions or other information reasonably required to enable completion of delivery.
- B.1.2 The Products shall be delivered by Q Associates to the delivery address indicated by Customer in the Order (provided such address is in the United Kingdom) (the "**Delivery Address**"). Without prejudice to clause B.1.3, the risk of loss and/or damage to the Products passes to Customer at the time of delivery by or on behalf of Q Associates to the Delivery Address.
- B.1.3 Title to the Equipment shall be retained by Q Associates until payment in full is made by Customer for the

relevant Equipment, including any relevant amounts as referred to in clause A.4. Equipment delivered to Customer with retention of title shall not (until paid for in full) be resold, pledged or proposed as security for a claim of a third party, shall be stored in such a manner that it can be readily identified as Q Associates' property and shall be maintained in satisfactory quality.

B.1.4 Changing delivery arrangements.

- (a) Q Associates may make Product substitutions and modifications that do not cause a material adverse effect in overall Product performance.
- (b) Unless otherwise stated in the Order, Q Associates may make and invoice for partial deliveries.

B.1.5 Customer shall immediately check the Products delivered for deficiencies in quantity and for external damage to the packaging and indicate any deficiencies and/or damage on the accompanying transport documents, failure by Customer to make such indication shall render any claims relating to quantity or obvious damage null and void

B.1.6 Customer will have three (3) Business Days after delivery of Products at the Delivery Address to inspect and test Products. In the absence of any written notice to Q Associates reporting any defects, Products will be deemed accepted by Customer three (3) Business Days after receipt at the Delivery Address. In the event that Q Associates installs Products for Customer, acceptance will be deemed to occur upon successful completion of the manufacturer's standard diagnostic testing by Q Associates of the installed Products. If a defect is reported to Q Associates within the period specified above, the provisions of clause B.3.2 will apply.

B.1.7 The Products will comply with any specification set out in the Order.

B.2. LICENSE TERMS FOR SOFTWARE PRODUCTS

B.2.1 Q Associates shall procure the grant to Customer of or, at its option, sub-license to Customer a non-exclusive and non-transferable license to use Software provided to Customer hereunder for its internal use only, subject to:

- (a) any restrictions set out in a Contract as to the permitted number of users and CPUs; and
- (b) any supplemental license terms accompanying the Software (Q Associates shall provide Customer with a copy of such Supplemental Licence Terms upon Customer's request).

B.2.2 All IPR in and all other rights not expressly granted to Customer are reserved to the owner of such Software and the owner thereof retains title to and all IPR in all copies.

B.2.3 Except as prohibited by applicable law, Customer may not make copies of Software, other than for archival purposes, or modify, adapt, decompile, disassemble or reverse-engineer Software.

B.2.4 Customer may not transfer any operating system Software license with its related Equipment without the prior written consent of Q Associates.

B.3. PRODUCT WARRANTY

B.3.1 Q Associates will use its reasonable endeavours to assign to, or procure for the benefit of, Customer any warranties generally made available by any third party manufacturer or distributor of the Products. Save as expressly provided in the Order:

- (a) Q Associates does not provide any warranty relating to the Products; and
- (b) all Products are provided without any obligation for Q Associates to maintain or support such Products.

B.3.2 Customer's sole and exclusive remedy and Q Associates' entire liability for breach of any warranties, conditions, terms, representations, statements, undertakings and/or obligations in relation to the Products will be (at Q Associates option): (a) the repair of defective Product; (b) the replacement of defective Product or (c) the issuance of a credit note to Customer in respect of such Product. Title in all defective Equipment (or parts thereof) which are removed shall transfer back to Q Associates.

B.3.3 No warranty will apply to any Product which has been:

- (a) modified, altered or adapted without Q Associates' written consent;
- (b) abused or used in a manner other than in accordance with the relevant manual;
- (c) repaired by any third party (other than by Q Associates or any third party contracted by Q Associates to perform any of Q Associates obligations under any Contract);
- (d) improperly installed by any party other than Q Associates (or any third party contracted by Q Associates to perform any of Q Associates obligations under any Contract); or

- (e) used with equipment or software not covered by the warranty, to the extent that the problems are attributable to such use.

Part C: Specific Terms of Services

The specific terms set forth in this Part C apply to any Contracts made between Customer and Q Associates for the performance of Services (including for Professional Services, System Support Services and Managed Services). The General Terms set forth in Part A apply to, and form an integral part of, these specific terms.

C.1. GENERAL

- C.1.1 Services are as stated in the Order. Save as otherwise stated in the Order: (i) Services shall be provided during the Core Hours; and (ii) Q Associates shall determine the location(s) at/from which the Services are to be performed.
- C.1.2 Q Associates shall use its reasonable endeavours to ensure that all reasonable precautions as are necessary to protect the health and safety of its personnel employed to perform the Services and shall comply with the requirements of the Health and Safety at Work (etc) Act 1974 and any other applicable legislation relating to the health and safety of its personnel.
- C.1.3 Q Associates shall use its reasonable endeavours to ensure that it does not knowingly discriminate within the meaning of the provisions of the Equality Act 2010.
- C.1.4 The Services will commence on date set out in the Contract or as may otherwise be agreed in writing between the parties.

C.2. REMOTE SERVICES

- C.2.1 In respect of any and all Services delivered remotely, Customer:
 - (a) agrees that Q Associates may access Products remotely at Customer's site, and may process and store Product data in order to remotely monitor, manage and service Products (all such data will be treated by Q Associates as Customer Confidential Information, except that Customer permits disclosure for the purposes of fulfilling the Contract);
 - (b) commits to procure and maintain a Q Associates-specified bridge or gateway appropriate to the systems or networks involved, at Customer's expense; and
 - (c) assumes responsibility for all telecommunications and internet access charges related to the remote Services.
- C.2.2 If Customer fails to permit or facilitate remote Services, Q Associates may decline to deliver such Services and charge such additional charges or impose such other conditions for the delivery of Services which would otherwise be provided remotely, or revoke any applicable warranties.

C.3 ON-SITE MATERIALS

- C.3.1 Customer will segregate, safeguard and designate as the property of Q Associates all tools, parts, spares, equipment and materials placed on a Customer site and for which title is not transferred to Customer ("**On-Site Materials**"). Customer will keep all On-Site Materials at Customer's premises in safe custody at its own risk, maintain the On-Site Materials in good condition until returned to the Supplier, and not dispose of or use the On-Site Materials other than in accordance with these Terms and the Supplier's written instructions or authorization.
- C.3.2 On-Site Materials may only be used by authorised persons of Customer. Customer will have no right or interest in the On-Site Materials, and will not grant any liens or security interests therein. Customer assumes all risk of loss or damage to On-Site Materials that may occur prior to their return and receipt by Q Associates.
- C.3.3 Within ten (10) days after termination or expiration of any Contract, Customer will deliver to Q Associates any On-Site Materials related to such Contract, with a bill of lading, freight charges prepaid and fully insured.

C.4. NON-SOLICITATION

- C.4.1 Customer will not, without the prior written consent of Q Associates, Recruit any personnel (including any personnel of Q Associates) assigned by Q Associates to perform any Services until one (1) year after completion of the applicable Services.
- C.4.2 "**Recruit**" means to initiate personal contact for the purposes of hiring, but does not include responding to an

unsolicited application, receiving unprompted responses to advertisements, or receiving candidates who are, without Customer involvement, presented to Customer by a recruiting firm.

C.4.3 If Customer hires personnel in violation of this clause C.4, Customer immediately will pay Q Associates liquidated damages in an amount equal to the hired employee's total compensation for the six (6) months preceding the date of hiring.

C.5. SERVICE WARRANTIES

C.5.1 Q Associates warrants that it will perform the Services in a good and workmanlike manner and that it shall use its reasonable endeavours to ensure the Services are performed with due skill, care and diligence.

C.5.2 Customer's sole and exclusive remedy and Q Associates entire liability for breach of the above warranty will be re-performance of Services within a reasonable time following notification in writing by Customer to Q Associates of such breach.

C.5.3 Any claim for breach of the above warranty must be made in writing and notified to Q Associates within sixty (60) days of performance of the Services at issue.

C.6. IPR OWNERSHIP AND LICENSE TERMS FOR SERVICE DELIVERABLES

C.6.1 Q Associates shall own all IPR in the Deliverables. Any Rights not expressly granted under any Contract are reserved to Q Associates. Customer's rights to use Deliverables are set out in clause C.6.2 below.

C.6.2 License terms.

(a) Q Associates grants to Customer a non-exclusive and non-transferable license to use Deliverables for its internal use only, subject to:

- (i) any restrictions set out in the Order as to the permitted number of users and CPUs; and
- (ii) any supplemental license terms accompanying the Deliverable or as specified in the appropriate Order (if any).

(b) Any tools provided by Q Associates to Customers may be accessed only by authorised Customer contacts for the sole purpose of diagnosing and resolving problems on Covered Systems. The provision of an Update will not alter any warranty on the Software previously licensed, and such Updates may be used or accessed only in connection with the use of Covered Systems.

(c) Except as permitted by applicable law and as expressly permitted by these Terms, Customer has no right (and shall not permit any third party) to:

- (i) make copies of Deliverables, other than for archival purposes; or
- (ii) modify, adapt decompile, disassemble or reverse-engineer Deliverables.

(d) Customer grants to Q Associates a non-exclusive and non-transferrable licence to use any IPR owned by or licensed to Customer to the extent Q Associates is required to use the same to develop any Deliverables and/or provide any of the Services.

C.7. MISCELLANEOUS

C.7.1 Q Associates may make Service substitutions and modifications that do not cause a materially adverse effect in overall Service performance.

C.7.2 Customer acknowledges that Services are solely for Customer's internal use, and Customer may not provide, lease, or resell Services, directly or indirectly, to any third party, unless, and only to the extent that, Customer is authorised by Q Associates in writing to do so.

Part D: Professional Services

The specific terms set forth in this Part D apply to any Contracts made between Customer and Q Associates for the performance of Professional Services. The General Terms set forth in Part A and the Specific Terms of Service set forth in Part C apply to, and form an integral part of, these specific terms.

D.1.1 The Professional Services are as stated in the Order. Save as otherwise stated in the Order, Professional Services shall be provided during the Core Hours.

D.1.2 Save as otherwise stated in the Order, the Professional Services will commence on the date that Q Associates first start performing the Professional Services (or such other date as may be agreed by the parties) and shall conclude on (as applicable): the date of acceptance of the Deliverable (or such other date as may be agreed

by the parties); and cancellation of the Professional Services by either party giving no less than ten Business Days written notice to the other party.

- D.1.3 Any Deliverables (if any) to be delivered by Q Associates to Customer shall be set out in the Order.
- D.1.4 Q Associates grants Customer a non-exclusive, non-transferable licence to use the Deliverables solely for its own business purposes and such other purposes (if any) as may be specified in the Order.
- D.1.5 Deliverables shall be subject to the terms for acceptance as set out in the Acceptance Criteria. Acceptance shall be deemed to occur upon the earlier of the following:
 - (a) successful completion of the acceptance tests relating to such Deliverable(s);
 - (b) use by Customer or any third party on behalf of Customer (other than, for this purpose, Q Associates) of the Deliverable(s) other than for acceptance testing purposes;
 - (c) failure by Customer to carry out (either at all or within seven (7) days of any request to do so by Q Associates) any acceptance tests required to be undertaken by Customer; or
 - (d) signature by Customer of the Sign-Off Form.

If Acceptance Criteria are not specified in the Order or otherwise agreed by the parties, the Professional Services shall be deemed to have been accepted on completion or (as the case may be) cancellation of the Order.

- D.1.6 Invoices for Professional Services shall be rendered upon completion of such Professional Services or monthly in the event the duration of such Services exceeds one (1) month (unless otherwise agreed in writing between the parties).
- D.1.7 Following termination of a Contract (for whatever reason), Q Associates may at its option deliver to Customer any Deliverables (whether finished or unfinished) and Customer shall pay the Professional Services Charge for such Deliverable.

Part E: System Support Services

The specific terms set forth in this Part E apply to any Contracts made between Customer and Q Associates for the performance of System Support Services. The General Terms set forth in Part A and the Specific Terms set forth in Parts C and (and to the extent applicable) B apply to, and form an integral part of, these specific terms.

- E.1.1 System Support Services are as stated in the Order. Save as otherwise stated in the Order, Professional Services shall be provided during the Core Hours.
- E.1.2 The System Support Services will be provided for the Covered Systems to keep the Covered Systems in good general working order and so that the Covered Systems conform and operate in all material respects in accordance with the relevant specification. Covered Systems do not include, and the System Support Services shall not be provided in respect of, Consumables.
- E.1.3 Save as specified in the Order, System Support Services will be provided during Core Hours. Customer may request support outside of Core Hours and, at its request and subject to such additional charges as Q Associates may determine, Q Associates may agree to such a request.
- E.1.4 Save as specified in the Order, the System Support Services will commence on the date Q Associates first start performing the System Support Services and will continue thereafter, unless and until terminated in accordance with the terms of the Contract, for the Fixed Term.
- E.1.5 Customer will give Q Associates at least thirty (30) days' written notice prior to relocating Covered Systems, which notice must specify the new site. System Support Services for relocated Covered Systems is subject to inspection and re-certification of the relocated Covered Systems by Q Associates (which are chargeable at Q Associates' applicable time and materials rates).
- E.1.6 Customer will perform routine system preventative maintenance and cleaning. Prior to requesting support from Q Associates, Customer will comply with all applicable supplier's operating and troubleshooting procedures or such other procedures as may otherwise be provided by Q Associates. If such efforts are unsuccessful in eliminating the malfunction, Customer will promptly notify Q Associates. Customer will establish and maintain a procedure external to Covered Systems so that Customer can reconstruct lost or altered files, data or programs.
- E.1.7 Requests for System Support Services may be made only by Customer personnel who possess the necessary expertise and training (as from time to time defined by Q Associates) to diagnose and resolve system and software malfunctions with direction by Q Associates. Customer will provide such information, sample data

and/or access in respect of or to the Covered Systems as Q Associates may require in order to provide the System Support Services.

E.1.8 Where Customer makes a request for System Support Services, Q Associates may, not more than thirty (30) days prior to the agreed commencement of such System Support Services, perform an audit of any relevant Covered Systems and notify Customer if any Covered Systems are not, in the reasonable opinion of Q Associates, in an acceptable condition. Customer shall then, at its option, prior to the commencement of the System Support Services:

- (a) restore such Covered Systems up to an acceptable standard;
- (b) pay the reasonable fees of Q Associates to bring such Covered Systems up to an acceptable standard; or
- (c) remove such Covered Systems from the scope of the Order, in which case Q Associates shall adjust the Price for the System Support Services accordingly (if necessary).

E.1.9 System Support Services do not include services required due to:

- (a) improper use, abuse, accident or neglect;
- (b) alterations, modifications, or attempts to repair Covered Systems that Q Associates has not authorised;
- (c) causes external to a Covered System, such as failure to maintain environmental conditions within the operating range specified by the manufacturer;
- (d) attachment of a Covered System to equipment, software, or other items not provided by Q Associates;
- (e) re-locations or attempts to relocate Covered Systems;
- (f) failure to maintain software and Covered Systems at Q Associates-specified minimum release levels or configurations necessary to keep a Covered System within the terms of Q Associates' applicable end of life support policy, or to properly install remedial replacement parts, patches, software updates or subsequent releases as directed or recommended by Q Associates and/or the manufacturer (or its authorised agent) of all or any part of a Covered System; or
- (g) any defect or error in any software,

and any System Support Services Q Associates delivers as a result of any such event will be invoiced separately at Q Associates' applicable time and materials rates.

E.1.10 Any parts of the Covered System replaced as part of the System Support Services are supplied on an exchange basis. The parts may be new or like new. The parts replaced shall, upon their removal from the Covered System, become the property of Q Associates.

Part F: Managed Services

The specific terms set forth in this Part F apply to any Contracts made between Customer and Q Associates for the performance of Managed Services. The General Terms set forth in Part A and the Specific Terms set forth in Parts C and (and to the extent applicable) B apply to, and form an integral part of, these specific terms.

F.1.1 Managed Services are as stated in the Order. Managed Services will be provided for the Covered Systems.

F.1.2 Save as otherwise stated in the Order, Managed Services shall be provided during the Core Hours. Customer may request support outside of Core Hours and, at its request and subject to such additional charges as Q Associates may determine, Q Associates may agree to such a request.

F.1.3 Save as specified in the Order, the Managed Services will commence on the date Q Associates first start performing the Managed Services and will continue thereafter, unless and until terminated in accordance with the terms of the Contract, for the Fixed Term.

F.1.4 Customer will give Q Associates at least thirty (30) days' written notice prior to relocating Covered Systems, which notice must specify the new site. Managed Services for relocated Covered Systems is subject to inspection and re-certification of the relocated Covered Systems by Q Associates (which are chargeable at Q Associates' applicable time and materials rates).

F.1.5 Customer shall:

- (a) implement or permit Q Associates to implement (as determined by Q Associates) such monitoring software and/or devices on or to be connected to the Covered Systems as Q Associates may require in order to be able to provide the Managed Services; and
- (b) undertake or permit Q Associates to undertake (as determined by Q Associates) such onboarding, health or other checks as Q Associates may require in order to be able to provide the Managed Services.

Part G: Data Protection.

The specific terms set forth in this Part G apply to any Contracts made between Customer and Q Associates.

G.1. In this Part G:

G.1.1 Data Controller, Data Processor, Data Subject, Personal Data, Personal Data Breach, international organisation and processing shall have the respective meanings given to them in the Data Protection Laws (and related expressions shall be construed accordingly);

G.1.2 Data Protection Laws means any applicable law relating to the processing, privacy and use of Personal Data including: the Data Protection Act 2018; the General Data Protection Regulation (EU) 2016/679 (GDPR); and any laws which implement such laws; any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;

G.1.3 Protected Data means Personal Data received from or on behalf of Customer by Q Associates or otherwise obtained by Q Associates in connection with the performance of Q Associates' obligations under the Contract; and

G.1.4 Sub-Processor means any agent, sub-contractor or other third party engaged by Q Associates (or by any other Sub-Processor) for carrying out any processing of the Protected Data.

G.2. COMPLIANCE WITH DATA PROTECTION LAWS

G.2.1 The parties acknowledge that Customer is the Data Controller and Q Associates is the Data Processor for the purposes of the processing of Protected Data. Q Associates shall process Protected Data in compliance with the obligations placed on it under the terms of this Part F.

G.2.2 Customer shall at all times comply with all Data Protection Laws in connection with the processing of Protected Data. Customer shall ensure all instructions given by it to Q Associates in respect of Protected Data shall at all times be in accordance with the Data Protection Laws.

G.3. INSTRUCTIONS

G.3.1 Q Associates shall only process the Protected Data in accordance with Customer's instructions and this Part G (including the Annex) (and not otherwise unless alternative processing instructions are agreed between the parties in writing) except where otherwise required by applicable law (and in such a case Q Associates shall inform Customer of that legal requirement before processing, unless such applicable law prohibits Q Associates from so notifying Customer).

G.3.2 If Q Associates believes that any instruction received by it from Customer is likely to infringe the Data Protection Laws it shall inform Customer and be entitled to cease to provide the relevant Services until the parties have agreed appropriate amended instructions which are not infringing.

G.4. SECURITY

G.4.1 Taking into account the state of technical development and the nature of processing, Q Associates shall implement and maintain appropriate technical and organisational measures to protect the Protected Data against accidental, unauthorised or under lawful destruction, loss, alteration, disclosure and/or access.

G.5. SUB-PROCESSING AND PERSONNEL

G.5.1 Q Associates shall:

- (a) save as provided in paragraph 7, not permit any processing of Protected Data by any Sub-Processor or other third party (except its personnel) without the written authorisation of Customer;
- (b) appoint each Sub-Processor under a written contract containing materially the same obligations as under this Part F in respect of Protected Data;
- (c) remain liable to Customer under this Contract for all the acts and omissions of each Sub-Processor and each of its/their personnel as if they were its own; and
- (d) ensure that all persons authorised by Q Associates or any Sub-Processor to process Protected Data are subject to a written contractual obligation to keep the Protected Data confidential.

G.6. ASSISTANCE

G.6.1 In respect of any Protected Data, Q Associates shall (at Customer's cost):

- (a) assist Customer in ensuring compliance with Customer's obligations pursuant to Articles 32 to 36 of the

- GDPR (and any similar obligations under Data Protection Laws) taking into account the nature of the processing and information available to Q Associates;
- (b) taking into account the nature of the processing, assist Customer (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of Customer's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Laws); and
 - (c) refer all requests and communications received from Data Subjects or any supervisory authority to Customer promptly (and in any event within 3 days of receipt) and shall not respond to the same without Customer's written approval and in accordance with Customer's instructions unless and to the extent required by law.

G.7. INTERNATIONAL TRANSFERS

- G.7.1 Customer agrees that Q Associates may transfer the Protected Data to third party Sub-Processors ("Third Party Sub-processors") located inside or outside of the European Economic Area ("EEA") as necessary for the purpose of providing the Services and/or Products and the provision of the System Support Services. Customer confirms it has obtained the necessary consents for such purposes.

G.8. RECORDS AND AUDIT

- G.8.1 Q Associates shall, in accordance with Data Protection Laws, make available to Customer such information that is in its possession or control as is necessary to demonstrate Q Associates' compliance with its obligations under this Part F. Q Associates shall permit audits by Customer for this purpose, subject to a maximum of one audit in any 12 month period.

G.9. BREACH

- G.9.1 Q Associates shall notify Customer without undue delay and in writing on becoming aware of any Personal Data Breach in respect of any Protected Data.

G.10. DELETION/RETURN

- G.10.1 On ceasing to provide the Services relating to the processing of Protected Data, at Customer's cost and option, Q Associates shall either return all of the Protected Data to Customer or securely dispose of the Protected Data except to the extent any applicable law requires Q Associates to store such Protected Data.

Annex

PART 1 – DATA PROCESSING DETAILS

Processing of the Protected Data by Q Associates under this Part G shall be for the subject-matter, duration, nature and purposes and involve the types of personal data and categories of Data Subjects set out below:

1. SUBJECT-MATTER OF PROCESSING:

The provision of the Services (including the provision of the Products and System Support Services).

2. DURATION OF THE PROCESSING:

The Protected Data will be processed for:

- the duration of the Services; and
- as long as required to comply with the other purposes stipulated in the Contract.

3. NATURE AND PURPOSE OF THE PROCESSING:

The Protected Data will be processed, for each Order, for the purpose of providing the Services and/or Products and the provision of System Support Services.

4. TYPE OF PERSONAL DATA:

Name, address, email address, telephone number, unique corporate ID and any other Protected Data provided by Customer for the purposes of the provision of the Services (including the provision of the Products and System Support Services).

5. CATEGORIES OF DATA SUBJECTS:

Employees, agents and subcontractor of Customer.