



NETWORK 2 SUPPLIES LIMITED

STANDARD TERMS AND CONDITIONS

These Terms and Conditions (the "Agreement") set out the terms and conditions under which Network 2 Supplies Limited ("N2S") and the customer identified in the Quote (as defined below) ("the Customer") through agreeing to be bound by this Agreement and the relevant Quote engage in the receipt and provision of the Services.

1. INTERPRETATION

The definitions and rules of interpretation in this Clause apply in this Agreement and, unless expressly provided otherwise, any Quote.

Definitions:

"Affiliate" means in respect of a party, its subsidiaries, its holding companies and every subsidiary of each such holding company from time to time (and for this purpose "subsidiary" and "holding company" shall be construed in accordance with section 1159 of the Companies Act 2006) and any other entity agreed in writing by the parties as being an Affiliate in respect of either party;

"Business Day" means any day which is not a Saturday, Sunday or public holiday in London;

"Charges" means the fees payable to N2S by the Customer for (i) the provision of the Services as set out in each Quote, and (ii) the performance of any other obligations under this Agreement;

"Confidential Information" means all information in any medium or format (including written, oral, visual or electronic, and whether or not marked or described as "confidential") (including the Customer Data), together with any copies, which relates to a party (the "Disclosing Party"), to its Group, or to its (or its Group members') employees, officers, customers or suppliers, and which is directly or indirectly disclosed by or on behalf of the Disclosing Party to another party (the "Receiving Party") under or in connection with this Agreement (or which is learnt or acquired by the Receiving Party in connection with this Agreement), whether before or after the date of this Agreement, and which would reasonably be regarded as confidential, but shall not include (i) information which is in the public domain other than as a result of a breach of this Agreement or any separate confidentiality undertaking between the parties; (ii) information which the Receiving Party received, free of any obligation of confidence, from a third party which was not itself under any obligation of confidence in relation to that information, whether before the date of its disclosure by the Disclosing Party or otherwise; or (iii) information which the Receiving Party can show by its written or other records was developed or created independently by the Receiving Party or any member of the Receiving Party's Group;

"Customer Background IPRs" means:

- (a) Intellectual Property Rights owned by the Customer before the Effective Date, including any such Intellectual Property Rights subsisting in any of the Customer's knowhow, documentation, processes and procedures; and/or
- (b) Intellectual Property Rights created by the Customer (or on the Customer's behalf) independently of this Agreement during the Term of this Agreement,

and in each case any modifications or derivative works thereof;

"Customer Data" means any data or information, in whatever form including images, still and moving, and sound recordings which:

- (a) are provided to N2S by or on behalf of the Customer;
- (b) N2S is required to generate, process, store or transmit under this Agreement or any Quote ;
- (c) are derived from or relate to the Customer's use of the Services and which are in the possession or control of N2S; and
- (d) are derived from the information or data in (a) – (c) above,

and which, in each case, shall include any personal data incorporated within the above categories which N2S processes on behalf of the Customer;

"Data Protection Addendum" means the attached addendum to this Agreement relating to data protection issues,

"Data Protection Legislation" means the GDPR, the UK GDPR, Directive 2002/58/EC and any legislation and/or regulation implementing or made pursuant to them, or which amends, replaces, re-enacts or consolidates any of them , and all other applicable laws relating to processing of personal data and privacy that may exist in any relevant jurisdiction, including, where applicable, the guidance and codes of practice issued by supervisory authorities.

"Designated Affiliate" means any Affiliate of the Customer that has been notified to N2S in writing from time to time as being a recipient of the Services;

"Disclosing Party" means a party disclosing its Confidential Information to the Receiving Party and in the case of the Customer may be the Customer and/or any of its Designated Affiliates and in the case of N2S may be N2S and/or N2S's Affiliates, as applicable;

"Effective Date" means the date N2S commences providing Services to the Customer;

"GDPR" means, in each case to the extent applicable to the processing activities: (i) Regulation (EU) 2016/679; and (ii) UK GDPR as defined in s.3(10) of the Data Protection Act 2018;

"Group" in relation to each party means that party and its Affiliates;

"Insolvency Event" means the occurrence of any one or more of the following events in relation to a party:

- (a) the party becomes unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), admits its inability to pay its debts or becomes insolvent;
- (b) a petition is presented, an order made or a resolution passed for the liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction), administration, bankruptcy or dissolution of the party;

- (c) an administrative or other receiver, manager, trustee, liquidator, administrator or similar person or officer is appointed to the party and/or over all or any part of the assets of the party;
- (d) the party enters into or proposes any composition or arrangement concerning its debts with its creditors (or any class of its creditors) generally; or
- (e) anything equivalent to any of the events or circumstances listed in limbs (a) to (d) (inclusive) occurs in any applicable jurisdiction;

"Intellectual Property Rights" means: (i) patents, rights to inventions, designs, copyright and related rights, database rights, trade marks, related goodwill and the right to sue for passing off and/or unfair competition and trade names, in each case whether registered or unregistered; (ii) proprietary rights in domain names; (iii) knowhow, trade secrets and Confidential Information; (iv) applications, extensions and renewals in relation to any of these rights; and (v) all other rights of a similar nature or having an equivalent effect anywhere in the world;

"Laws" means applicable legislation, regulations, codes of practice, guidance and other requirements of any relevant government, governmental or regulatory agency, or other relevant body;

"Protected Area" means the United Kingdom and any country, territory, sector or international organisation in respect of which an adequacy decision under United Kingdom adequacy regulations is in force;

"Purchase Order" means either (i) a signed purchase order for the Services identified in a Quote on headed paper of the Customer's organisation, or (ii) a purchase order number for the Services in such Quote provided by a senior representative of the Customer;

"Quote" means the quote document generated by N2S and provided to the Customer which outlines the services it will provide to the Customer, accompanying charges, and other relevant terms and conditions;

"Receiving Party" means a party receiving Confidential Information from the Disclosing Party and in the case of N2S may be N2S and/or N2S's Affiliates, as relevant;

"Security Breach" means any accidental, unauthorised or unlawful destruction, loss, alteration, or disclosure of, or access to the personal data that is processed in the course of the Agreement;

"Services" means the services to be provided by N2S under this Agreement as identified in a Quote;

"Term" "Term" means the period described in clause 15.1; and

"Year" shall mean the period of twelve months commencing on the Effective Date and each and any period of twelve months commencing on an anniversary of the Effective Date subsequent thereto.

"Controller" "Processor" "Processing" and "Personal Data" shall have the same meanings as defined under the GDPR.

- 1.1 The clause and Schedule headings are for convenience only and shall not affect the interpretation of this Agreement.
- 1.2 Any reference to a clause, Schedule or paragraph is to a clause of this Agreement, Schedule to this Agreement, or paragraph of a Schedule to this Agreement.
- 1.3 References to the singular include the plural and vice versa, and references to one gender include the other genders.
- 1.4 Any reference to persons includes natural persons, firms, partnerships, limited liability partnerships, companies, corporations, unincorporated associations, local authorities, governments, states, foundations and trusts (in each case whether or not having separate legal personality) and any agency of any of the above.
- 1.5 Any phrase introduced by the terms "including", "include", "in particular", "such as", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding or following those terms.
- 1.6 Any reference to a statute, statutory provision or subordinate legislation (legislation) (except where the context otherwise requires): (i) shall be deemed to include any by-laws, licences, statutory instruments, rules, regulations, orders, notices, directions, consents or permissions made under that legislation; and (ii) shall be construed as referring to any legislation which replaces, re-enacts, amends or consolidates such legislation (with or without modification) at any time..
- 1.7 Any reference to an English legal expression for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to what most nearly approximates in that jurisdiction to the English legal expression.
- 1.8 Any reference to "writing" or "written" includes email.
- 1.9 Any reference to this Agreement or to any other agreement or document referred to in this Agreement is a reference to this Agreement or such other agreement or document as varied or novated from time to time in accordance with its terms (in each case, other than in breach of the provisions of this Agreement).

2. ORDERS FOR SERVICES

- 2.1 This Agreement shall govern all transactions between the Customer and N2S with respect to the Services. Any terms or conditions that may be contained in any Purchase Order or other form (other than an agreed Quote) used by the Customer shall be without force or effect unless expressly agreed otherwise by the parties in writing. For the avoidance of doubt, this Agreement and any Quote shall not affect any other contracts, such as software licence agreements or consultancy agreements, between N2S and the Customer unless expressly agreed in writing.
- 2.2 N2S shall not be obliged to commence providing the Services outlined in any Quote until N2S has received an applicable Purchase Order from the Customer.

- 2.3 If on commencing work under a Quote N2S discovers that the details of the Customer equipment or the Customer Data are not in accordance with the details set out in the Quote to any material extent, N2S shall be entitled to suspend the provision of the Services and to prepare an updated Quote for submission to, and agreement by, the Customer prior to the continuation of the provision of the Services.

3. PROVISION OF SERVICES - GENERAL

- 3.1 In consideration of the payment of the Charges by the Customer, N2S shall provide the Services as set out in the relevant Quote from the date specified in the Quote in accordance with this Agreement, including any applicable terms which are specific to the Service as set out in clauses 4 and 5 below.
- 3.2 The Services may include any of those outlined in the Quote, and any other services agreed and described in any Quote .
- 3.3 Subject to clause 3.6, where this Agreement or the Quote does not specify any date or time for the performance of any Services, N2S will endeavour to perform such Services within a reasonable period of time.
- 3.4 The Customer must perform (or procure the performance of) any activities assigned to it under the relevant Quote in a timely manner.
- 3.5 If N2S becomes aware that the performance of the Services will, or is likely to, be delayed for any reason such that N2S will not comply with any timescales or milestones set out in this Agreement or the relevant Quote, then N2S will notify the Customer accordingly and N2S will take all reasonable steps to minimise the effect of the delay.
- 3.6 To the extent that a delay referred to in clause 3.5 is caused by a failure by the Customer to comply with any of the activities assigned to it under the Quote in a timely manner, the Quote will be deemed to have been amended to reflect the period of delay caused by the Customer. The parties shall agree how any additional costs resulting from a delay covered by this clause 3.6 will be apportioned. If the parties fail to agree on the appropriate level of apportionment, the matter will be dealt with in accordance with clause 15.

4. SERVICE SPECIFIC TERMS - EQUIPMENT

4.1 Removal or De-Installation of Equipment

- 4.1.1 If the Services comprise (in whole or in part) N2S removing or de-installing any equipment from the Customer's or any other premises, the following terms shall apply:
- 4.1.1.1 equipment shall be removed by N2S and delivered to a facility of N2S;
- 4.1.1.2 on receipt of the equipment at N2S facility, where requested, all items will be inventoried on N2S's asset management platform; N2S's inventory will be cross referenced with Customer's inventory if provided and any anomalies raised with the

Customer's point of contact; and N2S shall be entitled to amend the Charges if N2S' inventory does not exactly match the Customer's inventory;

- 4.1.1.3 unless clause 4.2 (Sale of Equipment) applies, N2S shall take reasonable care of any equipment in its possession, but shall not take ownership of such equipment and title to the equipment shall remain with the Customer at all times;
- 4.1.1.4 N2S shall store the equipment until the date agreed in the Quote (or, if no such date is specified, until the date 5 Business Days after N2S gives notice to the Customer to collect the equipment) (the "Collection Date"); and
- 4.1.1.5 If the Customer does not arrange for collection of the equipment by the Collection Date, N2S may, on the expiry of 5 Business Days' written notice to the Customer, (in its absolute discretion):
 - (i) charge the Customer for storage at the rates specified in the Quote (if specified), and/or
 - (ii) destroy or re-sell the equipment as it deems appropriate.

4.2 Sale of Equipment

- 4.2.1 If the Services comprise (in whole or in part) N2S reselling or marketing for sale any equipment on behalf of the Customer, the following terms shall apply:
 - 4.2.1.1 the Customer shall sell, with good and marketable title, the equipment to N2S;
 - 4.2.1.2 risk and title to the equipment shall pass upon the equipment being removed from the relevant premises by N2S, or otherwise coming into the possession of N2S;
 - 4.2.1.3 the purchase price for each item of equipment shall be due and payable by N2S to Customer as set out in the Quote, or, if not so specified, following N2S being paid in full in cleared funds by any third party purchaser of the equipment;
 - 4.2.1.4 N2S will market good and working equipment to its partners, and seek purchase offers; N2S will hold certain of the equipment in stock, and market it for sale as-and-when N2S deems appropriate;
 - 4.2.1.5 equipment received by N2S must match exactly the original list(s) provided by the Customer; all equipment will be graded in accordance with N2S's grading categories in force from time to time; any changes to the quantity and/or condition of the equipment provided will affect the price received for the equipment accordingly;

- 4.2.1.6 N2S may break down equipment where it considers necessary or desirable to achieve a sale, and where equipment is not deemed to have resale value N2S may strip down such equipment to be recycled and harvest its parts without obligation to track;
- 4.2.1.7 whilst the equipment is held by the Customer, the Customer must store such equipment with reasonable care so as to preserve any resale value to show that Regulation 12 of the Waste (England and Wales) Regulations 2011 and any equivalent regulations have been adhered to;
- 4.2.1.8 all initial valuations of equipment provided by N2S are based on the equipment being in the condition specified in the Quote with the corresponding description of the condition outlined in the Quote (or new condition where applicable) and basic factory configuration unless otherwise stated; and
- 4.2.1.9 equipment that is received by N2S for sale will go through a service assurance and testing process when it is received at the N2S facility to ensure functionality; if the Customer subsequently decides it does not wish the sale to proceed, or that it wishes for equipment to be recycled, for any reason, the cost of this service assurance and testing and/or recycling will be passed onto the Customer and must be paid by the Customer before the equipment is returned and / or recycled.

4.3 Installation of Equipment

- 4.3.1 If the Services comprise (in whole or in part) N2S installing any equipment on the Customer's premises (or any other premises nominated by the Customer), the following terms shall apply:
 - 4.3.1.1 unless the equipment is supplied by N2S, N2S shall take reasonable care of any equipment in its possession, but ownership of the equipment shall not vest in N2S;
 - 4.3.1.2 N2S shall store the equipment until the agreed date for installation, and if the installation is delayed for any reason, N2S shall continue to store the equipment, but shall be entitled to charge the Customer for storage at the rates specified in the Quote (if specified), or at a rate to be specified by N2S to the Customer;
 - 4.3.1.3 the equipment shall be delivered to the location(s) specified in the Quote.

5. **SERVICE SPECIFIC TERMS - DATA**

- 5.1 Customer Data
- 5.2 Except as expressly set out herein, N2S shall not acquire any right, title or interest in or to the Customer Data (including any Intellectual Property Rights).

- 5.3 The Customer confirms it has all necessary rights and consents (including but not limited to Intellectual Property Rights and data privacy rights and consents) to provide the Customer Data to N2S for the purposes set out in the relevant Quote.
- 5.4 The Customer grants to N2S during the Term of this Agreement a limited, non-exclusive, royalty-free, non-transferable licence to collect, store, aggregate, analyse or otherwise process and use the Customer Data solely to the extent and for the purposes necessary for N2S to perform its obligations under this Agreement and as set out in the relevant Quote, together with the right to grant sub-licenses to its sub-contractors provided:
 - 5.4.1 the relevant sub-contractor has entered into a confidentiality undertaking with N2S on the same terms as set out in clause 11 (Confidentiality);
 - 5.4.2 such license is to the extent necessary for the performance of N2S's subcontracted obligations; and
 - 5.4.3 N2S remains responsible for the acts and omissions of such sub-contractors as if they were its own.
- 5.5 N2S must promptly return or, if the Customer so elects, destroy (and in the case of such destruction, certify that such destruction has taken place) any Customer Data upon any of the following:
 - 5.5.1 at the written request of the Customer; or
 - 5.5.2 when the relevant Customer Data is no longer required by N2S for the provision of the relevant Services.
- 5.6 Data Destruction and Recycling
 - 5.6.1 If the Services comprise (in whole or in part) N2S destroying Customer Data and recycling equipment, the following terms shall apply:
 - 5.6.1.1 all media containing Customer Data will be removed from the equipment in accordance with the Customer's instructions and taken into a quarantined, secure area for destruction; all media will then be destroyed, and written confirmation provided to the Customer of destruction;
 - 5.6.1.2 if any equipment is to be recycled, the equipment will be broken down into components and traded to N2S's suppliers; and
 - 5.6.1.3 if the Services are to be carried out at the Customer's premises or other third party premises, the Customer shall provide:
 - (i) an internal secure area with 240v AC power sockets;
 - (ii) a secure space for a lorry with access denied to personnel not involved in the operation; and
 - (iii) supervision to maintain security requirements.

5.7 Data Removal

- 5.7.1 If the Services comprise (in whole or in part) N2S removing Customer Data from equipment, the following terms shall apply:
 - 5.7.1.1 all data bearing equipment will be reset to factory configurations following manufacturer's instructions;
 - 5.7.1.2 hard drives will be data erased using Blancco data erasure software or such other software as determined by N2S from time-to-time.

6. CUSTOMER'S OBLIGATIONS

6.1 The Customer shall:

6.1.1 provide N2S with:

- (a) all necessary co-operation and assistance in relation to the performance of this Agreement and any Quote, together with any assistance and Customer responsibilities identified in any Quote; and
- (b) such documents, information, items and materials in any form (whether owned by the Customer or a third party), as required by a Quote or otherwise reasonably required by N2S in connection with the Services, in a timely manner, and ensure that they are accurate and complete,

in order to deliver the Services;

- 6.1.2 obtain and maintain all necessary licences and consents and comply with all applicable Laws as required to enable N2S to provide the Services, including in relation to the installation of equipment, the use of all Customer materials and the use of the Customer's equipment insofar as such licences, consents and Laws relate to the Customer's business, premises, staff and equipment, in all cases before the date on which the Services are to start;
- 6.1.3 ensure that all the Customer's equipment is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to the manufacturers' specifications and complies with all applicable Laws;
- 6.1.4 provide, for N2S, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Customer's premises (including fair and reasonable access to a loading bay), office accommodation, data and other facilities as reasonably required by N2S for the provision of the Services;
- 6.1.5 inform N2S of all health and safety and security requirements that apply at any of the Customer's premises;

- 6.1.6 comply with all applicable Laws and regulations with respect to its activities under this Agreement and any Quote;
- 6.1.7 comply with any additional responsibilities of the Customer as set out in the relevant Quote; and
- 6.1.8 ensure that professional indemnity, public/product liability and employers liability insurance policies are in place to a value of ten million pounds, £10,000,000 to provide protection or and cover adverse incidents, including health and safety incidents, involving N2S' equipment, agents, subcontractors, consultants and employees while present on the Customer's premises.

7. CHARGES AND PAYMENT

- 7.1 The Charges payable by the Customer pursuant to each Quote shall be set out in the relevant Quote.
- 7.2 N2S shall submit invoices to the Customer for the Charges at the times and in accordance with the procedure specified in the relevant Quote.
- 7.3 The Customer shall pay all sums due to N2S in cleared funds into the bank account nominated by N2S from time to time within the timeframe for payment specified in the relevant Quote.
- 7.4 All sums due to N2S under or in relation to this Agreement and any Quote are exclusive of any Value Added Tax which shall be charged in addition in accordance with the relevant regulations in force at the time of making the relevant taxable supply and shall be paid by the Customer in full at the same time as payment is due under the relevant invoice.
- 7.5 If the Customer fails to make payment in accordance with this clause 7, then N2S shall be entitled to:
 - 7.5.1 charge interest on the overdue amount at the lesser of the maximum rate allowed by law or a rate of 8% per year, compounded on a monthly basis, from the date on which such amount fell due until payment, whether before or after judgment; and/or
 - 7.5.2 suspend the Customer's access to the relevant Services until payment is made by the Customer in accordance with this clause 7.
- 7.6 The Customer shall provide accurate, current and complete information on the Customer's billing address and billing contacts, including email address and phone number, and will promptly notify N2S if this information changes.

8. PROPRIETARY RIGHTS

No Transfer of Ownership

- 8.1 The Customer acknowledges and agrees that N2S and/or its licensors (including N2S's Affiliates) own all Intellectual Property Rights in the Services. Except as expressly stated herein, neither this Agreement nor any Quote grants the Customer

any rights to, or in, any Intellectual Property Rights in respect of the Services or any related documentation.

- 8.2 Except as expressly set out in a Quote, N2S shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Customer or its licensors, including the Customer Background IPRs.
- 8.3 N2S shall have no right to use any of the Customer's names, logos or trade marks on any of its products or services without the Customer's prior written consent.

Licence granted by the Customer

- 8.4 The Customer grants to N2S a limited, non-exclusive, royalty-free, non-transferable licence to use the Customer Background IPR during the Term of this Agreement solely to the extent necessary for N2S to perform its obligations under this Agreement and any Quote, including the right to grant sub-licences to sub-contractors.

9. NON-SOLICITATION

The Customer shall not, without the prior written consent of N2S, at any time from the date on which the Services commence to the expiry of 12 months after the completion of such Services, solicit or entice away from N2S or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of N2S in the provision of the Services unless such recruitment results from a general advertising campaign.

10. WARRANTIES

Mutual warranties

- 10.1 Each party represents, warrants and undertakes that it is duly incorporated and validly existing under the Laws of England and Wales and is fully qualified and empowered to own its assets and carry on its business.
- 10.2 Each party represents, warrants and undertakes that it has the requisite power, right and authority to enter into and perform its obligations under this Agreement (including each Quote), and this Agreement (including each Quote), will constitute valid, lawful and binding obligations on it, enforceable in accordance with its terms.

Customer warranties

- 10.3 The Customer represents, warrants and undertakes that it has obtained and undertakes that it will maintain during the Term of this Agreement, all consents, licences and permissions required by it to perform its obligations under this Agreement (including each Quote).
- 10.4 The Customer represents and warrants that:
 - 10.4.1 the use of the Customer Data by N2S;
 - 10.4.2 the assignment or grant of any licence of any Intellectual Property Rights under this Agreement or any Quote; or

10.4.3 the commissioning of the Services pursuant to any Quote, will not infringe the Intellectual Property Rights of any person.

Services

10.5 N2S represents, warrants and undertakes that the Services will be performed:

- 10.5.1 with the skill and care to be reasonably expected of a service provider which is a leader in the field of providing equivalent services;
- 10.5.2 in compliance with all terms and conditions of this Agreement and applicable Laws; and
- 10.5.3 using an adequate number of appropriately trained skilled and experienced personnel.

Licences and consents

10.6 N2S represents and warrants that it has obtained and undertakes that it will maintain during the Term of this Agreement, all consents, licences and permissions required by it to perform its obligations under this Agreement (including each Quote).

Exclusion of implied warranties

10.7 The express terms and conditions of this Agreement will apply in place of all warranties, conditions, terms, representations, statements, undertakings and obligations implied by statute, common law, custom, trade usage or otherwise (including implied undertakings of satisfactory quality and fitness for purpose), all of which are excluded to the fullest extent permitted by law.

11. CONFIDENTIALITY

11.1 Each party shall:

- 11.1.1 only use (including making copies of) Confidential Information in connection with and to the extent necessary for the purposes of this Agreement; and
- 11.1.2 not disclose the Confidential Information to any person except with the prior written consent of the Disclosing Party or in accordance with clause 11.2.

11.2 The Receiving Party may disclose any Confidential Information to any regulator, law enforcement agency or other third party if it is required to do so by law, regulation, or similar authority. In those circumstances the Receiving Party shall (to the extent practical and lawful to do so) notify the Disclosing Party in writing as soon as practicable before the disclosure and use all reasonable endeavours to consult with the Disclosing Party with a view to agreeing the timing, manner and extent of the disclosure.

11.3 All Confidential Information shall remain the property of the Disclosing Party and the Disclosing Party reserves all rights in its Confidential Information. Nothing in this Agreement or the disclosures envisaged by this Agreement shall (except as expressly agreed otherwise in this Agreement) operate to transfer, or operate as a

grant of any licences to or right to use, any Intellectual Property Rights in the Confidential Information.

- 11.4 The parties' obligations under this clause 11 shall continue in force notwithstanding the termination or expiry of this Agreement.

12. DATA PROTECTION

The terms set out in the Data Processing Addendum shall apply to this Agreement and references to breaches of this clause in this Agreement shall include breaches of the terms of the Data Processing Addendum.

13. LIMITATION OF LIABILITY

- 13.1 Nothing in this Agreement, or any Quote, shall operate so as to exclude or limit the liability of either party to the other for:

13.1.1 death or personal injury arising out of negligence;

13.1.2 fraud or fraudulent misrepresentation; or

13.1.3 any other liability that cannot be excluded or limited by law.

- 13.2 Subject to clause 14.1, except in relation to breaches of clause 12 (Data Protection), the total aggregate liability of N2S to the Customer and the Customer to N2S under or in connection with this Agreement (including all Quotes entered into in connection with this Agreement), including liability for breach of contract, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise, shall not exceed the aggregate value of the Agreement and all Quotes .

- 13.3 The total aggregate liability of N2S to the Customer, and the Customer to N2S, under or in connection with a claim or series of connected claims arising under or in relation to clause 12 (Data Protection), including liability for breach of contract, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise, shall not exceed one million pounds £1,000,000.

- 13.4 Subject to clause 13.1, neither party shall be liable to the other party for:

13.4.1 any indirect, special or consequential loss or damage; or

13.4.2 any loss of profits, business opportunities, loss of anticipated savings or damage to goodwill (whether direct, indirect or consequential),

arising under or in relation to this Agreement or any Quote, even if the first party was aware of the possibility that such loss or damage might be incurred by the other party.

14. TERM, TERMINATION AND SUSPENSION

Term

- 14.1 This Agreement commences on the Effective Date and continues until the date of the completion of the Services by N2S, unless it is terminated earlier in accordance with its terms.

Termination

- 14.2 N2S may terminate this Agreement and/or any or all Quotes if the Customer fails to pay any amount due under this Agreement or any Quote on the due date for payment and remains in default not less than thirty (30) days after being notified in writing to make such payment.
- 14.3 Without affecting any other right or remedy available to it, the Customer may terminate this Agreement and/or any or all Quotes by giving written notice to N2S if:
- 14.3.1 N2S commits a material breach of any term of this Agreement or any Quote which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of forty-five (45) days after being notified in writing to do so; or
 - 14.3.2 N2S suffers an Insolvency Event.
- 14.4 On termination of this Agreement or any Quote for any reason:
- 14.4.1 subject to any continuing Services under any Quote(s) or any express rights to retain such equipment, property, materials and other items (and all copies of them), each party shall return and make no further use of any equipment, property, materials and other items (and all copies of them) belonging to the other party (except N2S and N2S's Affiliates may retain reasonable professional records of the Customer's use of the Services);
 - 14.4.2 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement or any Quote which existed at or before the date of termination shall not be affected or prejudiced;
 - 14.4.3 Clauses 10 (Warranties), 11 (Confidentiality), 12 (Data Protection), 13 (Limitation of Liability), 14 (Termination), 16.2 (No Waiver), 16.3 (Rights Cumulative), 16.6 (Assignment), 16.7 (No Partnership or Agency), 16.8 (Variations), 16.9 (Third Party Rights), 16.10 (Notices), 15 (Dispute Resolution), 16.11 (Governing Law and Jurisdiction)] and all other provisions which are necessary for the interpretation or enforcement of this Agreement or any Quotes shall continue in force; and
 - 14.4.4 all licenses granted under this Agreement shall immediately terminate and the Customer shall immediately cease all use of the Services.
- 14.5 Except where expressly stated otherwise in this Agreement or any Quote, the Customer will be entitled to a pro-rata refund of any Charges paid in advance in relation to any terminated aspects of the Services (such refund to reflect the period between the date of expiry or termination and the end of the period to which such advance payment relates).

- 14.6 Without limiting section 14.4.3, on termination of this Agreement, any remaining Quote(s) in force at the time shall also be terminated with immediate effect.

Suspension

- 14.7 N2S may suspend a Service or Services that are invoiced under the same billing account number(s) upon the Customer's failure to pay the Charges set out under a billing account number(s) in an invoice(s) (excluding any disputed amounts) with respect to such Service(s) 15 days after the date N2S has sent a Suspension Notice (which is defined below in clause 14.7.1) provided that:
- 14.7.1 N2S provides written notice to the Customer pursuant to clause 16.10, regarding the suspension of the Service via a nationally recognised overnight courier ("Suspension Notice"),
 - 14.7.2 a senior representative of N2S attends and participates in good faith in a reasonable number of telephonic or in-person meetings with a representative of the Customer within a reasonable amount of time prior to the potential Service suspension date, in an effort to resolve any issues relating to such Service suspension, and
 - 14.7.3 if still not resolved through the meetings described above, the Chief Executive of N2S has a telephonic conversation or in-person meeting with the head of the relevant business unit of the Customer to attempt to resolve the overdue Charges and potential suspension of such Service(s).
- 14.8 N2S shall resume such suspended Service immediately upon receipt of Customer's payment of such invoice amount (excluding any disputed amounts) if such payment is received no later than 30 days from the date the Suspension Notice was sent.

15. DISPUTE RESOLUTION

- 15.1 If a dispute under this Agreement arises:
- 15.1.1 the party claiming that a dispute has arisen must give notice to the other party indicating the nature of the dispute ("Notice of Dispute");
 - 15.1.2 the Sales Director of N2S and a duly authorized representative of the Customer must meet and attempt to resolve the dispute within 30 days of receipt of the Notice of Dispute;
 - 15.1.3 if the parties fail to resolve the dispute in accordance with clause 15.1.2, the Chief Executive of N2S and the head of the relevant business unit of the Customer (as nominated by the Customer from time to time) must meet and attempt to resolve the dispute within 60 days of receipt of the Notice of Dispute; and
 - 15.1.4 if the parties fail to resolve the dispute in accordance with clause 15.1.3, the provisions of clause 16.11.2 will apply.

- 15.2 Communications between the parties during the process set out in clause 15.1 whether oral or in writing, will not be admissible as evidence in any legal process unless in writing and signed by both parties.
- 15.3 Nothing in this clause 15 prevents either party from issuing proceedings where the only relief sought is injunctive or declaratory relief.

16. GENERAL

16.1 Force Majeure

- 16.1.1 Neither party shall be in breach of this Agreement or any Quote, nor be liable to the other for any default or delay in performing, or failure to perform, any of its obligations under this Agreement or any Quote if and to the extent that the breach, default, delay or failure results from events, circumstances or causes beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of N2S or any other party), failure of a utility service or transport or telecommunications network or the internet, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors (together the 'Force Majeure Event').
- 16.1.2 In the circumstances set out in 16.1.1, and subject to N2S complying with its obligations under clause 16.1.1 (where applicable), the affected party shall be entitled to a reasonable extension of the time for performing its obligations under this Agreement and any Quote, provided that if the period of delay or non-performance continues for three months, either party may terminate this Agreement and any affected Quotes by giving thirty (30) days' written notice to the other party.

16.2 No Waiver

The failure to exercise, or delay in exercising, a right, power or remedy provided by this Agreement, any Quote or by law shall not constitute a waiver of that right, power or remedy. If a party waives a right, power or remedy arising as a result of a breach of any provision of this Agreement or any Quote, this shall not operate as a waiver of any right, power or remedy arising as a result of any subsequent breach of that provision or any other provision of this Agreement, which will instead require a variation to this Agreement in accordance with clause 16.8.

16.3 Remedies Cumulative

The rights, powers and remedies provided in this Agreement or any Quotes are (except as expressly provided) cumulative, and not exclusive of, any rights, powers and remedies provided by law or otherwise.

16.4 Severability

- 16.4.1 If any provision, or part of a provision, of this Agreement or any Quote is found by any court or authority of competent jurisdiction to be illegal, invalid or unenforceable, that provision or part-provision shall be deemed not to form

part of this Agreement, and the legality, validity or enforceability of the remainder of the provisions of this Agreement shall not be affected, unless otherwise required by operation of applicable law.

- 16.4.2 The parties shall use all reasonable endeavours to agree within a reasonable time upon any lawful and reasonable variations to this Agreement or any Quote which may be necessary in order to achieve, to the greatest extent possible, the same commercial effect as would have been achieved by the provision, or part-provision, in question and with no fundamental change to the bargain between the parties.

16.5 Entire Agreement

- 16.5.1 This Agreement (together with each Quote) constitutes the entire agreement between the parties and supersedes and extinguishes all agreements, arrangements, promises, undertakings, proposals, warranties, representations and understandings between them at any time before their respective signature ("Pre-Contractual Statements"), whether written or oral, relating to its subject matter.
- 16.5.2 Each party acknowledges that in entering into this Agreement, and at the point of entering into each Quote, it does not rely on any Pre-Contractual Statement made by or on behalf of the other party (whether made innocently or negligently) in relation to the subject matter of this Agreement (or any Quote), other than those which are set out expressly in this Agreement.
- 16.5.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on, and hereby waives all rights and remedies which might otherwise be available to it in relation to, any Pre-Contractual Statements.
- 16.5.4 Nothing in this clause shall limit or exclude the liability of either party arising out of any pre-contractual fraudulent misrepresentation or fraudulent concealment.

16.6 Assignment

- 16.6.1 The Customer may not assign, novate or otherwise transfer or dispose of any of its rights or obligations under this Agreement (or any individual Quote) without the prior written consent of N2S.
- 16.6.2 N2S may assign, novate, transfer or sub-contract any of its rights or obligations under this Agreement (or any individual Quote) to any other member of N2S Group. The Customer must execute any document reasonably required by N2S to give effect to any such assignment, novation, transfer or sub-contracting.

16.7 No Partnership or Agency

Nothing in this Agreement or any Quote is intended to, or shall be deemed to, establish or constitute any partnership or joint venture between the parties, create a relationship of principal and agent for any purpose between the parties, or authorise either party to make or enter into any commitments for or on behalf of the other party.

16.8 Variations

Except where expressly stated otherwise in this Agreement, no variation of this Agreement (excluding any Quote) shall be effective unless made in writing (which excludes email) and signed by or on behalf of each of the parties or by their duly authorised representatives. Any variation of any Quote may be made by an exchange of emails from an authorised officer of N2S and a senior representative of the Customer agreeing to the amendments to be made, and the Quote shall be deemed amended as of the date and time of the email of the last party confirming the amendments..

16.9 Third Party Rights

A person who is not a party to this Agreement may not enforce any of its provisions under the Contracts (Rights of Third Parties) Act 1999.

16.10 Notices

16.10.1 Any notice, consent, permission or other communication required to be given under this Agreement or any Quote shall be in writing in English and shall be delivered by hand or sent by pre-paid first-class or recorded delivery post to the other party at its address set out in this Agreement or the relevant Quote , or such other address as may have been notified by that party for such purposes, as set out in the relevant Quote .

16.10.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first Business Day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

16.11 Governing Law And Jurisdiction

16.11.1 This Agreement and any Quote entered into, and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

16.11.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement and any Quote entered into, or their subject matter or formation.

1. DATA PROCESSING ADDENDUM The parties agree the provisions of this Data Processing Addendum shall apply to the personal data the N2S processes while providing the Services. The parties agree that the Customer is the Controller, and N2S is the Processor in relation to the personal data that N2S processes while providing the Services.
2. The subject-matter of the data processing is the performance of the Services. The obligations and rights of the Customer are as set out in this Agreement. Appendix 1 of this Schedule sets out the nature, duration and purpose of the processing, the types of personal data N2S processes and the categories of data subjects whose personal data is processed.
3. As Controller, the Customer will be responsible for compliance with its obligations under Data Protection Legislation, including without limitation ensuring a legal basis for the Processing of such Personal Data. N2S will be responsible for compliance with its obligations under Data Protection Legislation as a Processor.
4. When N2S processes personal data in the course of providing the Services N2S will:
 - 4.1 process the personal data only in accordance with documented instructions from the Customer as set out in this Agreement. If N2S is required to process the personal data for any other purpose by applicable laws to which N2S is subject, N2S will inform the Customer of this requirement first, unless such law(s) prohibit this on important grounds of public interest; and
 - 4.2 at all times comply with applicable Data Protection Legislation and notify the Customer immediately if, in N2S's opinion, an instruction for the processing of personal data given by the Customer infringes applicable Data Protection Legislation, it being acknowledged that N2S shall not be obliged to undertake additional work to determine if the Customer's instructions are compliant.
5. N2S shall ensure that personnel required to access the personal data are subject to a binding duty of confidentiality in respect of such personal data.
6. N2S shall assist the Customer always taking into account the nature of the processing:
 - 6.1 by appropriate technical and organisational measures and in so far as is possible, in fulfilling the Customer's obligations to respond to requests from data subjects exercising their rights;
 - 6.2 in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, taking into account the information available to N2S; and
 - 6.3 by making available to the Customer all information which the Customer reasonably requests to allow the Customer to demonstrate that the obligations set out in Article 28 of the GDPR relating to the appointment of processors have been met.
7. To the extent that assistance under clause 6 is not expressly included within the Services, N2S may charge a reasonable fee for any such assistance, save where assistance was required directly as a result of N2S's own acts or omissions, in which case such assistance will be at N2S's expense.

8. N2S shall implement and maintain appropriate technical and organisational measures to protect the personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction, damage or theft of the personal data and having regard to the nature of the personal data which is to be protected.
9. In the event of a Security Breach, N2S will:
 - 9.1 take prompt action to investigate the suspected Security Breach and to identify, prevent and mitigate the effects of the suspected Security Breach and to remedy the Security Breach; and
 - 9.2 notify the Customer without undue delay and provide the Customer with a detailed description of the Security Breach.
10. N2S shall only give access to or transfer any personal data to any third party (including any Affiliates, group companies or sub-contractors) with the prior written consent of the Customer. The Customer agrees that N2S's Affiliates may be retained as sub-contractors for the processing of personal data; and N2S and its Affiliates respectively may engage third-party sub-contractors for the purposes of processing personal data under this Agreement. A list of sub-processors approved by the Customer as at the date of this Agreement is maintained within the quotation or scope of work. N2S can at any time appoint a new sub-processor provided that the Customer is given 30 days prior notice in a commercially reasonable manner, and the Customer does not object to such changes on reasonable data protection grounds within that timeframe. If the Customer objects to the appointment of a new sub-processor within such period on reasonable data protection grounds, N2S shall use reasonable efforts to make available to the Customer a change in the Services or recommend a change to the Customer's configuration or use of the Services, in each case to avoid the processing of Personal Data by the objected-to sub-processor for the Customer's consideration and approval. If N2S is unable to make available such change within a reasonable period, which shall not exceed 30 days or the Customer does not approve any such changes proposed by N2S, the Customer may, by providing written notice to N2S, terminate the service which cannot be provided by N2S without the use of the objected-to sub-processor.
11. N2S will ensure any sub-processing agreement will contain provisions that are the same as under these terms. For the avoidance of doubt, where a third party fails to fulfil its obligations under any sub-processing agreement or any applicable Data Protection Legislation, N2S will remain fully liable to the Customer for the fulfilment of N2S's obligations under these terms.
12. N2S will allow the Customer and its respective auditors or authorised agents to conduct audits or inspections during the term of the Agreement and provide all reasonable assistance to assist the Customer in exercising its audit rights under this clause 12. The purposes of an audit pursuant to this clause include verifying that N2S and its subcontractors are processing personal data in accordance with the obligations under this clause 12. Costs of the audit will be covered by the Customer unless the audit shows breach of the terms contained in this Data Processing Addendum.

13. In the event that N2S transfers Personal Data outside of the Protected Area, N2S shall put in place sufficient measures to ensure adequate protection, including where appropriate, suitable Standard Contractual Clauses.
14. In the event N2S transfers personal data outside the Protected Area and a relevant UK Secretary of State decision or other valid adequacy method under applicable Data Protection Legislation on which it has relied in authorising the data transfer is held to be invalid, or that the Information Commissioner's Office requires transfers of personal data made pursuant to such decision to be suspended, then it shall take prompt action to cease the transfer, or make use of an alternative transfer mechanism.
15. At the end of the Services, upon the Customer's request, N2S shall securely destroy or return such personal data to the Customer and delete existing copies unless applicable laws require storage of such personal data, noting that nothing in this clause 15 shall require N2S to retain copies of personal data it has been instructed to delete in performing the Services.

Appendix 1

Data processing information

Nature and purpose of processing operations	To fulfil the terms set forth in this MSA with respect to the removal or de-installation of equipment, sale of equipment, installation of equipment, recycling of equipment or sanitisation/destruction of data.
Categories of data subject	The Customer's contacts, employees, contractors, clients, and end-users of The Customer's products and services.
Categories of personal data	Contact data, business data, customer data.
Duration of processing	The personal data shall be processed for the term of the Agreement or for such longer or shorter period as N2S provides data processing services under the Agreement.