

These terms (**Terms**) apply to any provision of Services by Blackbox Hosting Limited (**BBH**) to the Customer or its End-Customer (both, as defined in the signed statement of work (**SOW**)) (each, a Party). The Terms together with any SOW signed by the Parties and the BBH service descriptions and service levels constitute a contract (**Contract**). The SOW takes precedence over the Terms in case of conflict. These Terms apply to all SOWs entered into between the Parties.

1. OUR SERVICES AND EQUIPMENT

1.1 BBH will provide the services agreed in the SOW (**Services**) using reasonable skill and care and in accordance with the service levels applicable to the Services from time to time (**Service Levels**). Any equipment BBH provide is subject to the warranties provided by the manufacturer. Any software provided by third parties through BBH is subject to the terms of those third party licences. Copies of relevant third parties terms relating to equipment and licences are available on request.

1.2 All warranties implied by law are excluded to the extent permitted by law. Time shall not be of the essence.

2. DURATION

2.1 The Services start on the later of (a) the start date set out in the SOW or (b) the Ready For Use (**RFU**) Date, if applicable (**Start Date**) and continue for the initial term defined in the SOW (**Initial Term**). RFU Date is the date that the Services are ready for use as notified by BBH to the Customer and the Customer shall be deemed to have accepted the Services unless it gives written notice within 5 days that in its reasonable opinion, the Services are not RFU to a material extent, in which case BBH will endeavour to resolve the issue as soon as possible and communicate a new RFU Date. The Services will continue automatically for one year after the Initial Term and after each renewal period unless either party terminates a Service or the SOW on 90 days' notice (such notice to expire on the last day of the calendar month which falls on or after the last day of the Initial Term or the renewal period, as applicable) or as per Clause 10 (**Term**).

2.2 If the SOW refers to the Services being initially provided as a proof of concept, the Services will continue automatically for the Initial Term (or one year if no Initial Term is specified) after successful acceptance testing by BBH unless BBH or the Customer gives to the other a notice to terminate on or within 14 days after such successful acceptance test.

3. CHARGES AND PAYMENT

3.1 Charges for the Services may include (a) a set-up fee to be invoiced on or around the Start Date (**Set-Up Fee**); (b) monthly recurring charges (**MRC**) based on user or equipment numbers or otherwise; (c) fees for professional services; (d) excess storage fee and (e) other charges agreed between the Parties (**Charges**).

3.2 Professional services and excess storage fees are charged at the rate set out in the BBH price list applicable from time to time. The Set-Up Fee, MRC and any other charges will be set out in the SOW.

3.3 The Customer will pay the Charges and any applicable VAT/sales tax. Charges are generally invoiced in advance. Payment is due in pound sterling, 30 days after the date of invoice. BBH may charge interest on late payment, whether before or after judgment, at the annual rate of 5% above the Bank of England base rate.

3.4 The Charges set out in the SOW are fixed for the Initial Term of the relevant SOW. Subject to Clause 10, BBH may increase Charges set out in the SOW after the Initial Term (i) annually, in line with the Retail Price Index (All Items) published by the Office for National Statistics; or (ii) by giving 30 days' advance notice. BBH may increase licence fees, at any time during or after the Initial Term, to reflect the percentage increase of a third party licensor's increase of licence fees.

3.5 The Customer will reimburse BBH for reasonable expenses incurred in connection with the Services and agreed in advance with the Customer.

4. CUSTOMER RESPONSIBILITIES

4.1 The Customer shall comply with the Contract, any relevant licence and all applicable laws, co-operate with BBH in all matters relating to the Services and comply with any dependencies set out in the SOW, in a timely manner.

4.2 The Customer is responsible for ensuring that its Users and system can connect from its network to the Services over the internet (unless BBH expressly provides the connectivity). The Customer confirms it has adequate separate back up of any data BBH hosts (unless BBH provides back-up Services).

4.3 BBH shall not be liable for any breach or delay in performing the Services to the extent it arises directly or indirectly from a breach or delay by the Customer or the End-Customer.

5. PERMITTED USE AND USERS

5.1 For user subscription based Services, BBH grants each user authorised by the Customer or End Customer and in respect of which the Customer has paid a subscription (**User**) a non-exclusive, royalty free, non-transferable licence to use the relevant Service for the Term. The Customer will notify BBH of any breach it becomes aware of.

5.2 The Customer will not (and will not permit any third party to) copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Services in whole or in part or attempt to do so.

5.3 The Customer will ensure that use and access to the subscription based services is limited to the Users and will keep a list of Users and make it available to BBH on request. The Customer may request an increase to the number of Users at any time and BBH will charge an additional User charge as per the SOW.

5.4 The Customer will ensure that the Users comply with the Contract as if they were a party to it. Users must keep a secure password and not share their password or allow any other person to access the Services. Users must not use any element of the Services to access, store, distribute or transmit any Viruses, or any material that is unlawful or illegal or that a person acting reasonably would consider offensive or likely to cause damage or injury to any person or property. **Virus** means any thing or device (including any software, code, file, programme or malware) which may: adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; adversely affect access to or the operation or reliability of any programme or data or adversely affect the user experience, including worms, Trojan horses, viruses and other similar things or devices.

6. INTELLECTUAL PROPERTY

6.1 BBH and/or its licensors own the IPR and all other rights it uses or develops in relation to the delivery of the Services (**Services IPR**). BBH grants the Customer and the End-Customer a non-exclusive, non-transferable licence to use the Services IPR in accordance with the Contract and for the Term.

6.2 BBH agrees to indemnify the Customer for any third party claims against it or the End-Customer that its use of the Services IPR in accordance with the Contract infringes that third party's IPR provided BBH is given prompt notice of the claim by the Customer and the Customer gives BBH control of, and cooperates in, the proceedings. In the defence or settlement of any claim, BBH may procure the right for the Customer and End-Customer to continue using the Services, replace or modify the Services so they become non-infringing or if these are not available, terminate the Contract on 2 working days' notice.

6.3 The Customer agrees to indemnify BBH against any third party claims arising from the Customer's or End-Customer's use of the Services IPR other than in accordance with the Contract and against any third party's claim that any IPR it provides to BBH infringes that third party's IPR provided BBH gives prompt notice of the claim to the Customer and BBH gives the Customer control of, and cooperates in, the proceedings.

6.4 **IPR** means patents, copyrights, design rights, trademarks, service marks, trade secrets, know-how, database rights and other rights in the nature of intellectual property rights, registered or unregistered, and all applications for the same, anywhere in the world.

7. CONFIDENTIALITY

7.1 **Confidential Information** means any information, prices, data, practical knowhow and documentation which the recipient receives from the discloser except information which is (a) in the public domain (b) received by the recipient from an independent third party who has full right of disclosure (c) independently developed by the recipient or (d) known to the recipient prior to the disclosure.

7.2 Each party will protect the Confidential Information of the other party by using the same degree of care as it takes to preserve and safeguard its own Confidential Information of a similar nature.

7.3 Confidential Information may be disclosed by the recipient to its employees, group of companies, professional advisers, contractors and its End-Customers on a need to know basis provided that they are bound to maintain confidentiality on terms no less stringent than this Clause 7 or if it is required to be disclosed by law, court order or any governmental or regulatory authority, provided that, where permitted by law, the recipient notifies the other party.

7.4 Upon termination or expiry of a SOW, each party shall deliver to the other or destroy, and the Customer shall procure that its End-Customer delivers and destroys, all Confidential Information belonging to the other, subject to any Confidential Information it needs to retain by law or to evidence delivery of the Services.

8. LIABILITY

8.1 Subject to Clause 8.3, BBH's total liability for any claims arising from contractual, statutory or tortious breaches, under service levels or otherwise in relation to a SOW in a calendar year is capped at an amount equal to the higher of (i) £5,000 or (ii) Charges paid by the Customer under the relevant SOW during the calendar year in which the liability arose. This cap does not apply to breaches of clause 6.

8.2 Subject to Clause 8.3, BBH is not liable for any claims for (a) (i) loss or damage of computer data (other than liability to restore to the last usable backed up version, when providing back-up services) (ii) loss of profit, (iii) loss of turnover, (iv) loss of goodwill/reputation, (v) loss of anticipated savings (vi) loss of contracts (vii) loss of opportunity, (in each case (i) to (vii) whether direct, indirect or consequential) or (b) any special, incidental, indirect or consequential damages.

8.3 Nothing in the Contract excludes or limits a Party's liability (a) for death or personal injury caused by its negligence (b) for fraud or fraudulent misrepresentation (c) for breach of the terms implied by s12 of the Supply of Goods Act 1979 or s2 of the Supply of Goods and Services Act 1982 (d) to pay the Charges or (e) which cannot otherwise be excluded or limited by law.

8.4 Service credits are the sole and exclusive remedy for the breach of Service Levels to which they relate.

8.5 All other conditions, warranties or other terms outside the Contract (including the Customer's terms of business), express or implied whether by statute, common law or otherwise, are hereby excluded.

9. DATA PROTECTION

9.1 Both parties will comply with all applicable requirements of the Data Protection Legislation (**DPL**). This clause 9.1 is in addition to, and does not relieve, remove or replace, a party's obligations under the DPL. DPL means: (i) to the extent the UK GDPR (as defined in the Data Protection Act 2018) applies, the laws of the United Kingdom or of a part of the United Kingdom which relates to the protection of Personal Data and (ii) to the extent the EU GDPR applies, the laws of the European Union or any member state of the European Union to which the Customer or BBH is subject, which relates to the protection of personal data..

9.2 The parties acknowledge that for the purposes of the DPL, the Customer is the data controller (or, in respect of End Customer Protected Data, the data processor) and BBH is the data processor (as

both terms are defined in the DPL) of the Protected Data. Clause 9.6 sets out the scope, nature and purpose of BBH processing, the duration of the processing and the types of Protected Data and categories of data subject.

9.3 The Customer will ensure that it has all necessary appropriate consents and notices in place to enable the lawful transfer of the Protected Data to BBH for the duration and purposes of the Contract.

9.4 BBH will, in relation to any Protected Data it processes in connection with its performance of the Contract:

9.4.1 process that Personal Data only on the Customer's written instructions unless BBH is required by the laws of the UK (or a part of the UK), the laws of any member of the European Union or the laws of the European Union applicable to it to process Personal Data (**Laws**). Where BBH rely on the Laws as the basis for processing Protected Data, BBH will promptly notify the Customer of this before performing the processing required by the Laws unless prohibited to do so by those Laws;

9.4.2 only process Protected Data using the appropriate technical and organisational measures reviewed and approved by the Customer to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

9.4.3 ensure that all personnel who have access to and/or process Protected Data are obliged to keep the Protected Data confidential;

9.4.4 not transfer any Protected Data outside of the UK or the European Economic Area unless the following conditions are fulfilled:

(i) BBH or the Customer have provided appropriate safeguards in relation to the transfer;

(ii) the data subject has enforceable rights and effective legal remedies;

(iii) BBH complies with its DPL obligations by providing an adequate level of protection to any Protected Data that is transferred; and

(iv) BBH complies with the Customer's reasonable instructions notified to it in advance with respect to the processing of the Protected Data;

9.4.5 assist the Customer at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its DPL obligations with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

9.4.6 notify the Customer without undue delay on becoming aware of a Personal Data breach;

9.4.7 at the Customer's cost and option, delete or return Protected Data and copies thereof to the Customer on termination of the SOW unless otherwise required by the Laws or required to evidence compliance with the Contract; and

9.4.8 make available information in its possession or control to demonstrate its compliance with this clause 9.1 to 9.4 and allow for up to 1 audit a year by the Customer or its auditor.

9.5 The Customer consents to BBH appointing third parties as a third-party processor of Protected Data under the Contract (whether within or outside the EU/UK but subject to Clause 9.4.4) in order to help BBH deliver the Services. BBH confirms that it has entered/ will enter with the third-party processor into a written contract substantially on that third party's standard terms of business or

incorporating terms which are substantially similar to those set out in these clauses 9.1 to 9.4. As between the Customer and BBH, BBH will remain fully liable for all acts or omissions of any third-party processor it appoints pursuant to this clause 9.5.

9.6 The scope and nature of BBH processing consist of any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means). The purpose of BBH processing is to deliver the Services under the Contract and retain Protected Data for record purposes if needed by it, after the termination of the Contract. BBH will carry out the processing for the duration of the Services and for up to 6 years after the date of the Contract (or such other lawful period). The Protected Data and categories of data subjects are defined in the SOW.

10. TERMINATION

10.1 Either party may suspend or terminate the Contract by giving notice in writing to the other in the event that:

(a) the other party commits a material breach of the Contract (including non-payment of an invoice) which if capable of being remedied, is not remedied within 7 days of that party being notified in writing of the breach;

(b) the other party is threatened to become insolvent, becomes insolvent or ceases business.

10.2 In the event BBH increases its Charges under a SOW in accordance with Clause 3.4(ii), the Customer has the right to terminate the Contract within 30 days' of the increase being notified (but not, for the avoidance of doubt, if the increase is a pass-through of a percentage increase from a third party licensor).

10.3 Without prejudice to BBH's other rights or remedies, upon termination of the SOW for any reason, BBH will invoice the Customer, and the Customer will pay, for any Services supplied but not yet invoiced, as well as any payment due for the rest of the Term for any hardware provided as a Service. BBH will reimburse any other Charges the Customer paid for Services not yet delivered as at the date of lawful termination.

10.4 Clauses 3.3 (Payment), 7 (Confidentiality), 8 (Liability), 12 (Non-Solicitation), 10 (Termination) and 13 (General) shall survive termination/expiry of the Contract.

11. FORCE MAJEURE

Neither party is liable to the other for any event beyond its reasonable control such as industrial disputes, failure of a utility service, act of God, war, riot, civil commotion, malicious damage,

accident, breakdown of machinery, fire, flood, cyber attack and IT failure as a consequence of malicious third party software which could not reasonably have been prevented, using good practice. Actions or omissions by an End-Customer does not constitute a force majeure for the Customer. BBH is not liable for failures by any telecommunication provider or default or delays by suppliers or subcontractors.

12. NON-SOLICITATION

During the Contract and for six months afterwards, a party shall not solicit for employment or other form of services, directly or indirectly, any of the employees of the other party, without that other party's prior consent. This restriction shall not apply to advertisements in newspapers of general circulation, postings on websites, job fairs or other general means of employment solicitation that do not target specific individuals. Neither party is a recruitment business and any breach of this clause or any consent given to a party is subject to that party paying the other a one-off fee, by way of liquidated damages, of £30,000 plus VAT. Both parties acknowledge and agree that this sum represents a fair estimation of losses and is reasonable and proportionate to protect their interests under the Contract.

13. GENERAL

13.1 Any notices under the Contract will be given by hand, by recorded mail or email to the address set out in the SOW.

13.2 BBH may amend the Contract with 30 days' notice but the Customer may terminate the Contract at no cost during that 30 day period if the amendment affects it materially and adversely.

13.3 Neither party will assign its rights or obligations under the Contract without the prior written consent of the other (not to be unreasonably withheld or delayed).

13.4 A person who is not party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

13.5 (a) The Contract constitutes the entire agreement between the parties and supersedes all previous agreements, warranties, representations between them whether written or oral relating to its subject matter. (b) Each party agrees that it shall have no remedies in respect of any innocent or negligent statement, representations, assurances or warranty.

13.6 The waiver of a breach of the Contract will not be construed as a waiver of any other breaches of the Contract.

13.7 The Contract is governed by English Law and is subject to the exclusive jurisdiction of the English Courts.