

Redstor Terms & Conditions version 31/07/2024

<https://www.redstor.com/service-provider-terms-and-conditions/>

1. The SERVICE PROVIDER'S appointment is subject to the Service Provider COMMERCIAL TERMS ("THE COMMERCIAL TERMS") and the Service Provider TERMS AND conditions ("SERVICE PROVIDER TERMS") (together, "the agreement"). By SIGNING THE COMMERCIAL TERMS, the Service Provider agrees to be bound by these Service Provider TERMS and will continue to be bound until THE agreement IS TERMINATED IN ACCORDANCE WITH ITS TERMS. Some terms will continue to apply after such time, as detailed below.

1.1 In these Service Provider Terms, the definitions in the Commercial Terms shall apply and, unless the context otherwise requires, the following definitions shall also apply:

Business Day means a day other than a Saturday, Sunday or bank or public holiday in England;

Confidential Information means all information (whether in oral, written or electronic form) relating to a party's business which may reasonably be considered to be confidential in nature including information relating to that party's technology, business, management, Know-how, Intellectual Property Rights, assets, finances, strategy;

Customer means an end user customer of the Service Provider who is licensed to use the Service on the terms of the EULA;

Documentation means the current user guides and/or other material available in electronic format at support.redstor.com;

EULA means an end user licence agreement between the Service Provider and a Customer, in the form which is located on the Redstor website at www.redstor.com/end-user-licence-agreement;

Good Industry Practice in relation to any undertaking and any circumstances, means the exercise of that degree of care, professionalism, skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or company engaged in the same type of activity under the same or similar circumstances;

Intellectual Property Rights means copyright, patents, rights in inventions, rights in Confidential Information, Know-how, trade secrets, trademarks, service marks, trade names, design rights, rights in get-up, database rights, rights in data, semi-conductor chip topography rights, utility models, domain names, rights in computer Service and all

similar rights of whatever nature and, in each case: (a) whether registered or not; (b) including any applications to protect or register such rights; (c) including all renewals and extensions of such rights or applications; (d) whether vested, contingent or future; and (e) wherever existing;

Know-how means inventions, discoveries, improvements, processes, formulae, techniques, specifications, technical information, methods, tests, reports, component lists, manuals, instructions, drawings and information relating to customers and suppliers (whether written or in any other form and whether confidential or not);

Month Redstor means a calendar month or part thereof (and “Monthly” shall be interpreted accordingly); means the Redstor entity stated in the Commercial Terms

Redstor’s Marks means Redstor’s trademarks and trade names, logos, service marks and service names relating to the Service;

Service Provider’s Responsibilities means the Service Provider’s obligations set out in clause 4;

Support Schedule means the support and service level agreement set out at <https://www.redstor.com/support-and-service-level-agreement/> that details the support and service levels relevant to the Service from time to time; and

VAT means United Kingdom value added tax, any other tax imposed in substitution for it and any equivalent or similar tax imposed outside the United Kingdom.

1.2 In this Agreement, unless the context otherwise requires:

1.2.1 a reference to a statute or statutory provision includes any subordinate legislation (as defined in section 21(1), Interpretation Act 1978) made under it; and any statute or statutory provision which modifies, consolidates, re-enacts or supersedes it whether such statute or statutory provision comes into force before or after the date of this Agreement;

1.2.2 a reference to any party includes its successors in title and permitted assigns; a party, clause and annex is to a party to, a clause of and an annex to this Agreement; and a person includes any individual, firm, body corporate, association or partnership, government or state (whether or not having a separate legal personality);

1.3 the words “includes” or “including” shall be construed as illustrative only and shall not limit the generality of the preceding words; and

1.4 if there is any conflict or inconsistency between the Commercial Terms and these Service Provider Terms, the Commercial Terms shall prevail.

2. SERVICE PROVIDER'S APPOINTMENT AND RIGHTS

2.1 Redstor appoints the Service Provider as a service provider of the Service for the Term, and the Service Provider accepts this appointment, subject to the terms of the Agreement. All prior agreements between the parties are hereby terminated.

2.2 Redstor grants the Service Provider the right to market, promote, demonstrate, trial and resell the Service to Customers in the Territory on a non-exclusive, personal and non-transferable basis and subject to the the terms of the Agreement. The Service Provider shall also have the right to use the Service for its own internal business use at the rate specified in the Commercial Terms, provided that the Service Provider itself complies with the terms of EULA in its own use of the Services. Service Provider may not market or sell the Service in any country, or region, or to any organisation or individual that is named on any applicable export ban or sanctions lists.

2.3 All rights not specifically and expressly granted in writing to the Service Provider under the Agreement are hereby expressly reserved to Redstor.

3. REDSTOR'S OBLIGATIONS

3.1 Service Provider will have access to Redstor's management platform that allows Service Provider to provision the Service directly for its Customers. By provisioning the Service for a Customer through such management platform, the Service Provider shall be submitting an order to Redstor for the Service. . Redstor shall use its reasonable endeavours to maintain the Service and the availability of the Service in accordance with the Support Schedule.

3.2 In return for Service Provider's agreement to perform its obligations under the Agreement and using its efforts to resell the Service, Redstor agrees to:

3.2.2 make available, at no cost to Service Provider, such marketing and sales literature materials as Redstor may publish from time to time to facilitate the sale of the Service.

For the avoidance of doubt, these may be in English only and any such materials that Service Provider chooses to use must be checked by Service Provider prior to such use to ensure they comply with applicable local laws; and

3.2.1 allow Service Provider to use the Redstor Marks as stated in clause 12 below; and

3.2.3 use reasonable endeavours to keep Service Provider informed of any major faults with the Service.

4. SERVICE PROVIDER RESPONSIBILITIES

4.1 The Service Provider shall, unless otherwise agreed in writing, ensure it does not:

4.1.1 give access to or license the Service to any third party (other than a Customer in accordance with the terms of the EULA and the Agreement);

4.1.2 make, give or by any act or omission give rise to any licence, promise, warranty, guarantee, indemnity, representation, agreement, arrangement or binding right, remedy or obligation (howsoever arising under any legal theory) concerning the Service other than strictly in accordance with the EULA; and

4.1.3 amend, modify or vary any terms of any EULA for or with any Customer.

4.2 The Service Provider undertakes to ensure that each Customer accepts (by click accept or signing as applicable) the EULA. If Service Provider click accepts the EULA on behalf of a Customer, Service Provider represents to Redstor that it has authority from the Customer to accept the EULA on its behalf. If the Service Provider becomes aware of a Customer breaching the terms of the EULA (a “EULA Breach”), the Service Provider shall promptly:

4.2.1 use its reasonable efforts to assist the Customer to promptly cease and remedy the breach of the EULA;

4.2.2 notify Redstor, and Redstor may suspend or terminate the relevant Customer's access to the Service; and

4.2.3 and provide Redstor with such information and assistance as Redstor may reasonably require for the purpose of enforcing, the terms of the EULA with a Customer.

4.3 The Service Provider shall at all times use reasonable efforts to market, promote, demonstrate, trial, distribute and resell the Service to prospective Customers in accordance with the terms of the Agreement, at its own cost, and following such brand and promotional guidelines published by Redstor from time to time.

4.4 The Service Provider agrees that it shall not:

4.4.1 translate, reverse engineer, decompile, copy, make derivative works of, adapt or modify the Service or use or access the Service or underlying software to create products or services which compete with the Service;

4.4.2 participate in any illegal, deceptive, misleading or unethical practices;

4.4.3 alter, obscure, remove, interfere with or add to any of the Redstor marks affixed to or contained in the Service or Documentation;

4.4.4 make any promises or representations or give any warranties, guarantees or indemnities in respect of the Service or Documentation except such as are contained in the EULA;

4.4.5 appoint sub-resellers or individuals or agents to assist Service Provider in the performance of its activities and obligations without obtaining the prior written consent of Redstor;

4.4.6 conduct its business or any dealings with third parties (including Customers) in any manner which is likely to have a negative impact on the goodwill or reputation of Redstor; or

4.4.7 do, permit or omit to do anything which in the reasonable opinion of Redstor is prejudicial to the marketing, sale or operation of the Service.

4.5 Together the provisions of clauses 4.1 to 4.4 above set out the “Service Provider’s Responsibilities”.

5. SERVICE PROVIDER RESOURCES AND TRAINING

5.1 The Service Provider shall ensure that at all times:

5.1.1 it has sufficient and suitable equipment and facilities to perform the Service Provider’s Responsibilities; and

5.1.2 it has sufficient personnel to perform the Service Provider’s Responsibilities and, where reasonably requested by Redstor, all personnel engaged in the performance of the Service Provider’s Responsibilities shall have the appropriate qualifications, training and/or experience to adequately perform the Service Provider’s Responsibilities.

5.2 The Service Provider’s personnel shall at all times throughout the Term of this Agreement remain the employees or contractors of the Service Provider and shall remain under the overall control of the Service Provider. The Service Provider and Redstor acknowledge and agree that the Service Provider’s personnel are not, nor are they deemed to be for any purpose, employees of Redstor.

5.3 The Service Provider shall not for the Term and for a period of twelve (12) months after termination or expiry of this Agreement on any grounds, solicit or entice away from Redstor, or employ or attempt to employ, any person who is engaged as an employee, consultant or subcontractor of Redstor.

6. OTHER GENERAL OBLIGATIONS

6.1 The Service Provider shall at all times:

6.1.1 comply with its warranties and obligations in clause 12;

6.1.2 without prejudice to any other obligation, comply with Redstor's reasonable instructions in relation to the licensing of the Service;

6.1.3 provide such information and assistance as Redstor may reasonably require to perform its obligations and exercise its rights under or in connection with the Agreement;

6.1.4 ensure all information provided to Redstor is complete and accurate in all respects;

6.1.5 give Redstor reasonable prior written notice of any information it requires in accordance with the Agreement; and

6.1.6 indicate it is acting as Service Provider and not as author or developer of the Service in all correspondence and dealings with third parties (including Customers).

6.2 The Service Provider shall ensure it does not incur any liability, debt or obligation whatsoever on behalf of Redstor.

6.3 The Service Provider agrees that Redstor may use the Service Provider's name and trademark or logo to identify the Service Provider as an authorised service provider appointed by Redstor in promotional materials relating to the Service, whether in hard copy or electronic format.

7. SERVICE PROVIDER RECORD KEEPING AND REPORTING

7.1 The Service Provider shall maintain (and provide Redstor access where necessary for Redstor to verify the service provider's performance under the Agreement) accurate

and complete accounts and records of all matters relevant to the performance of its obligations under the Agreement, including:

7.1.1 enquiries from and correspondence with Customers and potential customers; and

7.1.2 all communications regarding the Service (including any calls or other communications with Customers relating to reported defects or deficiencies in any of them).

Service Provider shall not unreasonably delay or impede Redstor's access to such records and accounts where reasonably requested by Redstor.

8. INVOICES, TAX AND EXPENSES

8.1 The Service Provider shall pay Redstor the Price correctly calculated in accordance with the Commercial Terms and invoiced in accordance with clause 9. For the avoidance of doubt, Service Provider, at its sole discretion, determines the re-sale price payable by a Customer for the Service.

8.2 All amounts payable under this Agreement are exclusive of VAT, sales and other tax or duties applicable which shall be paid in addition by the Service Provider to Redstor at the rate and in the manner prescribed by law at the relevant time.

9. INVOICING AND PAYMENT

9.1 Unless otherwise stated in the Commercial Terms or agreed in writing, Redstor shall invoice the Service Provider electronically for all sums due under this Agreement on a Monthly basis.

9.2 All undisputed amounts due to be paid by Service Provider under the Agreement shall be paid to Redstor in clear funds within 30 days from the date of invoice, in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law if supporting documentary evidence and

appropriate withholding certificates are provided to Redstor), including in circumstances where a Customer has failed to pay any fees due to Service Provider.

9.3 If Service Provider disputes any invoice from Redstor, it must notify Redstor in writing within 30 days of the date of the invoice giving details of the amount disputed and the reasons for the same. Failure to give such notice within 30 days shall be deemed acceptance of the invoice and no further discussion on the invoice shall be entertained by Redstor. Any dispute raised in accordance with this clause 9.3 shall be resolved promptly by the parties acting in good faith.

9.4 Orders placed by the Service Provider shall reflect the order placed on it by its Customer in terms of duration or multi-year transactions (as an example a three year order from a Customer shall be reflected with an equal three year order to Redstor from the Service Provider). Any purchase order for the same shall at the outset cover the entire duration ordered without the need to raise or receive any further purchase orders from the Service Provider. Similarly, no further purchase orders shall be required when an order auto-renews under the terms of the EULA. If a Customer does not wish to renew its subscription to the Service, Service Provider shall ensure that the Customer gives written notice of non-renewal in accordance with the terms of the EULA.

9.5 Amounts payable to Redstor under this Agreement shall be paid by direct debit or equivalent payment method (including credit card or ACH). Alternative methods of payment agreed by Redstor in writing will incur a 2% surcharge on the amount due.

9.6 Non-payment of issued and undisputed invoices for longer than ten days after they are due by the Service Provider to Redstor shall give Redstor the right to (i) charge interest at the rate of 2% per month or the highest amount permitted by applicable law (such interest shall accrue on a daily basis from the due date until payment); and/or (ii) suspend the Service Provider and/or any Customer's access to the Service; and/or (iii) terminate this Service Provider Agreement as well as any Customer's EULA (which, in each case, shall include termination of access to the Service).

10. PRICE VARIATION

10.1 Redstor may vary the Price by notification in writing to the Service Provider, giving at least 1 (one) months' notice, such price variance to be effective on the next renewal

date (start of following month for monthly subscriptions and start of next annual term for 12 months fixed term subscriptions).

10.2 For the avoidance of any doubt, the Price shall be considered business sensitive and shall be treated as Confidential Information of Redstor by the Service Provider.

11. WARRANTIES

11.1 Each party warrants and represents to the other party that:

11.1.1 it has the right, power and authority to enter into this Agreement and the ability and experience to perform its obligations under the Agreement;

11.1.2 its obligations under the Agreement shall be performed:

(a) with all reasonable skill, care and diligence;

(b) in compliance with any applicable service standards and so as to meet or exceed any agreed service standards;

(c) in accordance with Good Industry Practice; and

(d) so as to conform with all applicable laws.

11.2 The Service Provider acknowledges that no liability or obligation is accepted by Redstor (howsoever arising whether under contract, tort, in negligence or otherwise) in relation to claims:

11.2.1 that the Service shall meet any Customer's (or other person's) individual needs, whether or not such needs have been communicated to Redstor;

11.2.2 that the operation of the Service shall not be subject to minor errors or defects or that it will be uninterrupted; or

11.2.3 that the Service shall be compatible or interoperable with any other software or service or with any particular hardware or equipment other than those operating systems that are detailed as compatible at support.redstor.com.

11.3 Except as stated herein, all warranties, conditions, terms, undertakings or obligations whether express or implied and including any implied terms relating to quality, fitness for any particular purpose, reasonable skill and care or ability to achieve a particular result are excluded to the fullest extent allowed by applicable law.

12. USE OF REDSTOR MARKS

12.1 Subject to the terms of this Agreement, Redstor grants the Service Provider:

12.1.1 the right to use the title “authorised service provider” of Redstor on its advertising and promotional materials in relation to the Service during the Term unless otherwise notified by Redstor; and

12.1.2 a limited, non-exclusive, revocable, personal licence during the Term to use Redstor’s Marks in the Service Provider’s marketing of the Service, provided that all such use is agreed by Redstor in advance.

12.2 Nothing in this Agreement grants the Service Provider ownership or any rights in or to use Redstor’s Marks except in accordance with clause

12.2.1 any goodwill or reputation generated through the Service Provider’s use of Redstor’s Marks and the Service Provider’s performance of its obligations with respect to the marketing, promotion and distribution of the Service under this Agreement shall accrue to the benefit of Redstor; and

12.2.2 the Service Provider shall not at any time be entitled to claim compensation or payment in respect of such enhanced goodwill or reputation.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 Except as expressly agreed in the Agreement, no Intellectual Property Rights of either party are transferred or licensed as a result of the Agreement.

13.2 The Service Provider is not granted any rights in relation to Redstor's Intellectual Property Rights except for those rights expressly granted in the Agreement. The rights licensed to the Service Provider shall not include the right for any person (including any affiliate, sub-contractor or contractor of the Service Provider) that is not a Customer in accordance with this Agreement to use or have access to the Service unless expressly agreed in writing by Redstor.

13.3 Redstor reserves the sole and exclusive right at its discretion to assert claims against third parties for infringement or misappropriation of Redstor's Intellectual Property Rights.

13.4 In marketing and licensing the Service, the Service Provider shall take all reasonable steps in accordance with Good Industry Practice to protect Redstor's Intellectual Property Rights and shall promptly notify Redstor of any confirmed or suspected infringement of such rights of which the Service Provider becomes aware.

14. CONFIDENTIAL INFORMATION

14.1 Each party shall maintain the confidentiality of the other party's Confidential Information and shall not without the prior written consent of the other use the other party's Confidential Information (or permit others to do so) other than as necessary for the performance of its rights and obligations under this Agreement. The Service Provider shall not disclose, copy or modify Redstor's Confidential Information except as specifically permitted by this clause 14 or as agreed in writing by Redstor.

14.2 The parties acknowledge and agree that all information relating to the Service, the Price, the Documentation and any other technical or operational specifications or data relating to the Service are all part of Redstor's Confidential Information.

14.3 Each party undertakes to:

14.3.1 disclose the other party's Confidential Information only to those of its officers, employees, agents, sub-contractors and contractors to whom and to the extent to which such disclosure is necessary for the purposes contemplated under the Agreement; and

14.3.2 procure that such persons are made aware of and agree in writing to observe the obligations in this clause 14.

14.4 Each party shall give notice to the other of any unauthorised misuse, disclosure, theft or loss of the other party's Confidential Information immediately upon becoming aware of the same.

14.5 The provisions of this clause 14 shall not apply to information which:

14.5.1 is or comes into the public domain through no fault of the recipient, its officers, employees, agents, sub-contractors or contractors;

14.5.2 is lawfully received by the recipient from a third party free of any obligation of confidence at the time of its disclosure;

14.5.3 is independently developed by the recipient, without access to or use of such information; or

14.5.4 is required by law, by court or governmental or regulatory order to be disclosed provided that the relevant party, where possible, notifies the other party at the earliest opportunity before making any disclosure.

14.6 The obligations under this clause shall survive the variation and expiry or termination of the Agreement for a period of five (5) years. Each party shall establish and maintain adequate security measures to safeguard Confidential Information and data of the other party in its possession from unauthorised access, use or copying.

14.7 Nothing in the Agreement shall prevent Redstor from retaining and utilising for any purpose (at all times during and after the Term of this Agreement):

14.7.1 any Confidential Information of Redstor; and/or

14.7.2 any of the records and accounts referred to in clause 7.1.

15. ANTI-BRIBERY AND MODERN SLAVERY

15.1 Each party shall ensure that it does not, by any act or omission, place the other party in breach of any applicable bribery or anti-corruption laws or regulations, including the UK Bribery Act 2010, the UK Criminal Finances Act 2017, the South Africa Prevention and combatting Corrupt Activities Act 2004, the United States' Foreign Corrupt Practices Act of 1977 or any equivalent legislation (together, the "Bribery Laws"). Each party shall comply with all applicable Bribery Laws in connection with the performance of its obligations under and the Agreement and shall ensure that it has in place adequate procedures to prevent any breach of this clause 15 and ensure that each of the following persons or entities also complies with the Bribery Laws:

15.1.1 all of their personnel and all direct and indirect subcontractors, suppliers, agents and other intermediaries;

15.1.2 all others associated with them; and

15.1.3 each person employed by or acting for or on behalf of any of those persons referred to in this clause, and any persons performing their obligations under this Agreement.

15.2 Each party undertakes, warrants and represents to the other party that:

15.2.1 neither it nor any of its officers, employees, agents or subcontractors has:

(a) committed an offence under the Modern Slavery Act 2015 or any equivalent law (a “MSA Offence”); or

(b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or

(c) become aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;

15.2.2 it shall comply with the Modern Slavery Act 2015;

15.2.3 it shall notify the Redstor immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents have breached any of the Service Provider’s obligations under this clause 15. Any notice under this clause shall set out full details of the circumstances concerning the breach.

16. LIMITATION OF LIABILITY

16.1 The extent of the parties’ liability under or in connection with the Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 16.

16.2 The parties agree that the limitations in this clause 16 are reasonable given each party’s respective commercial positions and their ability to obtain insurance in respect of the risks arising under or in connection with the Agreement.

16.3 Subject to clauses 16.4 and 16.5, in no event shall the total liability of either party, in respect of any single or numerous claims in aggregate, for all losses and damages arising under or in connection with the Agreement Service Provider exceed an amount equal to the total amount actually payable or paid by Service Provider to Redstor under the Agreement in the twelve (12) months immediately preceding the date of the event giving rise to the liability.

16.4 Neither party shall have any liability for any of the following losses (whether direct or indirect):

16.4.1 loss of actual or anticipated profit;

16.4.2 loss of actual or anticipated revenue;

16.4.3 loss of contracts;

16.4.4 loss of operation time;

16.4.5 loss of production;

16.4.6 loss or corruption of data;

16.4.7 loss of commercial opportunity; or

16.4.8 loss of savings, discount or rebate (whether actual or anticipated).

16.5 Notwithstanding any other provision of this Agreement, the liability of the parties shall not be limited or excluded in any way in respect of the following:

16.5.1 death or personal injury caused by negligence;

16.5.2 fraud or fraudulent misrepresentation; or

16.5.3 any obligation to pay Redstor's invoices (including any interest and expenses properly incurred).

17. INSURANCE

17.1 The Service Provider shall, for the Term of this Agreement, maintain appropriate insurance cover with a reputable insurance company against all relevant liabilities that may arise under this Agreement in respect of the Service Provider's responsibilities and obligations.

18. TERM & TERMINATION

18.1 The Agreement shall commence on the Commencement Date (or if not stated in the Commercial Terms then on the date of signature of the Commercial Terms by Redstor) and shall continue until either party serves written notice on the other party of not less than 90 days to terminate the Agreement.

18.2 Either party may terminate this Agreement at any time by giving notice in writing to the other party if the other party:

18.2.1 commits a material breach of this Agreement and such breach is not remediable; or

18.2.2 is in material or persistent breach of any of its obligations under this Agreement and if that breach is capable of remedy and the other has failed to remedy that breach within 14 days after receiving written notice requiring it to remedy that breach; or

18.2.3 ceases to trade (either in whole, or as to any part involved in the performance of the Agreement), or becomes insolvent, has a receiver, administrative receiver, administrator or manager appointed of the whole or any part of its assets or business, makes any composition or arrangement with its creditors, takes or suffers any similar or equivalent action in consequence of debt or any order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction) under the laws applicable to that party.

18.3 Redstor may terminate the Agreement if Service Provider has failed to pay any undisputed amount due under this Agreement on the due date and such amount

remains unpaid within 14 days after the Service Provider has received written notification from Redstor that the payment is overdue; or

18.4 Redstor may without prejudice to its other rights and remedies by notice in writing to the Service Provider immediately terminate this Agreement if the Service Provider undergoes a change of control.

19. CONSEQUENCES OF EXPIRY OR TERMINATION

19.1 In the event of expiry or termination of this Agreement for any reason, the Service Provider shall promptly;

19.1.1 return any Confidential Information of Redstor in its possession, together with all copies thereof, or at Redstor's option destroy all such Confidential Information by shredding or incineration of all documents and other material in its possession, custody or control and/or irretrievably deleting the same if stored on electronic or magnetic media, and shall certify to Redstor that this has been done;

19.1.2 stop using, promoting, marketing, advertising and soliciting and accepting orders for the Service;

19.1.3 cease to refer to itself as an "authorised service provider" for Redstor and shall immediately remove from all materials in any form which are to be provided or made accessible to any person (including websites, notices, advertisements, catalogues and documents in paper or electronic format) any reference to it being an 'authorised service provider' of Redstor;

19.1.4 if requested by a Customer, or if Redstor, acting reasonably, believes that Service Provider is transitioning Customers to a competitor, provide all details of such Customers to Redstor to enable Redstor to take over the Customer relationship (or to pass it to another service provider); and

19.1.5 cease to use all Redstor's Marks.

19.2 Termination or expiry of this Agreement for whatever reason shall be without prejudice to the rights of the parties accrued up to the date of such termination or expiry.

19.3 The Service Provider shall have no claim against Redstor for compensation for loss of any Service Provider Rights, loss of goodwill or similar loss following termination or expiry of this Agreement, in whole or in part, for any reason.

20. Data Protection

20.1 for the purposes of this clause 20, the terms “Data Processor”, “Personal Data”, “Data Subject”, “Processing” and “Supervisory Authority” shall be as defined in the Data Protection Legislation.

20.2 As regards the processing of any Personal Data by a party, that party shall comply with all applicable requirements of the relevant data protection and privacy laws, regulations (including the UK Data Protection Act 2018, the EU General Data Protection Regulation (EU) 2016/679) and South Africa Protection of Personal Information Act 4 of 2013 (POPIA) (“GDPR”) and other regulatory requirements to which the parties are subject (“Data Protection Legislation”). All terms initialised in this clause 20 shall have the meaning given in the Data Protection Legislation.

20.3 To the extent that Redstor, in connection with the provision of the Service to Service Provider is acting in the capacity of a Processor or a Sub-Processor of Personal Data in relation to which Service Provider is a Data Controller or Processor (as applicable), Redstor shall:

20.3.1 process the Personal Data only on documented instruction from Service Provider and in accordance with the Redstor Data Protection Addendum published at <https://www.redstor.com/data-protection-addendum-to-redstor-eula/> (“the DPA” which is hereby incorporated into the Agreement) including with regards to transfers of Personal Data to a third country or an international organisation, unless

(a) required to do so by UK, European Union, South Africa or other law to which Redstor is subject; in such a case, Redstor shall inform Service Provider of that legal

requirement before processing, unless that law prohibits such information on important grounds of public interest; or

(b) in its opinion, an instruction given by or on behalf of Service Provider infringes the Data Protection Legislation, in which instance Redstor shall promptly inform Service Provider of such opinion;

20.3.2 ensure that persons authorised to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

20.3.3 take all measures required pursuant to article 32 of the GDPR or equivalent requirements in applicable Data Protection Legislation;

20.3.4 in addition to the measures put in place by Service Provider, and taking into account the nature of the processing, implement and maintain all appropriate technical and organisational security measures to assist Service Provider, insofar as possible, in the fulfilment of its obligations to respond to requests from Data Subjects exercising their rights under the Data Protection Legislation;

20.3.5 assist Service Provider, at Service Provider's cost, in ensuring compliance with its obligations pursuant to articles 32 to 36 of the GDPR (or equivalent), taking into account the nature of the processing and the information available to Redstor;

20.3.6 following the termination or expiry of this relationship, at Service Provider's option, return to Service Provider or permanently delete all Personal Data of Service Provider (including copies) in its possession or control, save where required to retain such Personal Data by applicable law;

20.3.7 notify Service Provider without undue delay of the loss, compromise or any unauthorised access to, or breach of the security of, any personal data of which it becomes aware; and

20.3.8 make available to Service Provider all information reasonably necessary to demonstrate compliance with the obligations laid down in this clause 20 to Redstor. All reasonable costs incurred by Redstor in complying with this clause 20.3.8 shall be reimbursed by Service Provider.

20.4 Where applicable, Service Provider hereby give its consent to Redstor to Process or Transfer the Personal Data outside of the UK or EEA and permit the Personal Data to be so processed or transferred). The parties agree to the Standard Contractual Clauses pursuant to the Data Protection Legislation to the extent that any Personal Data may be transferred to a country outside the UK or EEA that is not deemed to have adequate safeguards in place under Data Protection Legislation.

20.5 All Personal Data of Customers shall be Processed by the parties in accordance with their respective obligations under the Data Protection Legislation and Redstor shall process the same under the DPA.

21. PRODUCT OFFERINGS MODIFICATIONS

21.1 Redstor shall have the right, at any time to:

21.1.1 modify the Service, and in the event of a substantive modification shall make available to Service Provider relevant Documentation describing any such modification; and

21.1.2 withdraw and/or discontinue the Service provided however that such withdrawal and/or discontinuance shall not affect the rights of Customers until such time as their relevant subscription to the Service is due for renewal or expires.

22. Notices

22.1 Any notice given by a party under the Agreement shall be in writing (in English) and sent to the Service Provider at the Service Provider Billing Email. For notices to Redstor under the Agreement these must be submitted by email to the Redstor Email and to legal@redstor.com or by sending a letter to Redstor at the address stated in the Commercial Terms. All communications and notices to be made or given pursuant to the Agreement shall be in the English language. If Redstor provides a translation of any

materials provided hereunder, the English language version will control if there is any conflict.

22.2 A notice shall be deemed to have been received at the time of sending, providing that after sending no error message is received.

23. Relationship

23.1 The parties are independent businesses and are not partners, principal and agent or employer and employee and the Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

24. Severability

24.1 If any provision of the Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Agreement shall not be affected and the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

25. ASSIGNMENT AND SUBCONTRACTING

25.1 The Service Provider may not assign, transfer, subcontract or encumber any right or obligation under the Agreement, in whole or in part, without Redstor's prior written consent, such consent not to be unreasonably withheld.

26. VARIATION

26.1 Redstor may amend these Service Provider Terms from time to time. All revised Service Provider Terms will be published at www.redstor.com/service-provider-terms-and-conditions and shall be effective 60 days after publication if the Term is indefinite or, if the Term is fixed duration, then on renewal of the same. Redstor will also send a copy of the revised Service Provider Terms to you at least 30 days prior to their effective

date. If Service Provider does not agree with the revisions made to the Service Provider Terms and the parties are unable to reach an agreement on the same, Service Provider will have the right to terminate the Agreement by giving Redstor 30 days' notice in writing within 30 days after the revised Service Provider Terms become effective.

26.2 Except as stated above, no variation of the Agreement shall be valid or effective unless it is in writing, refers to the Agreement and is duly signed or executed by, or on behalf of, each party.

27. ENTIRE AGREEMENT

28. THE PARTIES AGREE THAT THE AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THEM AND SUPERSEDES ALL PREVIOUS AGREEMENTS, UNDERSTANDINGS AND ARRANGEMENTS BETWEEN THEM, WHETHER IN WRITING OR ORAL IN RESPECT OF ITS SUBJECT MATTER. EACH PARTY ACKNOWLEDGES THAT IT HAS NOT ENTERED INTO THIS AGREEMENT IN RELIANCE ON, AND SHALL HAVE NO REMEDIES IN RESPECT OF, ANY REPRESENTATION OR WARRANTY THAT IS NOT EXPRESSLY SET OUT IN THE AGREEMENT.

29. GOVERNING LAW AND JURISDICTION

29.1 The Agreement shall be construed and governed by the laws of the country as set out in the table below and subject to the exclusive venue stated therein, without regard to principles of conflicts of laws. The parties waive any right to a trial by jury, if applicable.

Service Provider HQ Location	Applicable Law	Applicable Venue
South Africa	Laws of the Republic of South Africa	Courts in Sandton, Gauteng
Local Division of the High Court of South Africa		
Rest of the World	Laws of England & Wales	Courts in London, England

29.2 Each party recognizes that the unauthorized disclosure of Confidential Information or breach of the other party's intellectual property rights, may cause irreparable harm to the other party for which monetary damages may be insufficient, and in the event of such disclosure or breach, such other party shall be entitled to seek an injunction, temporary restraining order, or other provisional remedy as appropriate without being required to post a financial bond or other security.

30. WAIVER

30.1 No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

31. THIRD PARTY RIGHTS

31.1 Except as expressly provided for in this Agreement, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of this Agreement.