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# ISOSTOCK (CLOUD) TERMS AND CONDITIONS



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# ISOSTOCK (CLOUD)

## TERMS AND CONDITIONS

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# ISOSTOCK (CLOUD) TERMS AND CONDITIONS

By using IsoStock, the Organisation accepts the following Terms and Conditions. If you do not agree with all or part of these Terms and Conditions, you must not use IsoStock.

## 1. THESE TERMS AND CONDITIONS

- 1.1. These Terms and Conditions:
  - 1.1.1. Cover the use of IsoStock subscriptions
  - 1.1.2. are written in plain English;
  - 1.1.3. are issued by Gillett Limited.
  - 1.1.4. covers the use of, and the provision of technical support and other Services in respect of the Subscription to IsoStock.
  - 1.1.5. In exceptional circumstances, IsoStock may be supplied as an on-premise solution, but additional terms apply and will involve additional costs;
- 1.2. These Terms and Conditions shall apply to all contracts for the purchase of Subscriptions or Services by the Organisation from Gillett to the exclusion of all other terms and conditions, including any terms or conditions which either party may purport to apply or which are endorsed upon any purchase order, receipt, correspondence or documents issued by a party irrespective of their date of communication.
- 1.3. In the case of conflict or ambiguity, the order of precedence for these Terms and Conditions and the documents referred to in this document shall be as follows:
  - These Terms and Conditions
  - Privacy statements(s)
  - The quotation from Gillett Limited
  - The Purchase Order.
- 1.4. No commitment to provide a Subscription and/or Services shall be binding under these T&Cs unless a Purchase Order, or similar confirmation by email or electronic messaging/purchasing system, has been received by Gillett from an authorised person
- 1.5. These T&Cs shall be fully executed on Gillett accepting a Purchase Order or similar instruction from the Subscriber.

## 2. DEFINITIONS

“Affiliate” means an organisation which is directly or indirectly controlled by, in control of, or under common control with, either Gillett or the Organisation as appropriate.

“Confidential Information” means all proprietary information, know-how, trade secrets and data whether of a business, marketing, financial, technical or non-technical nature and whether existing in hard copy form, in electronic form or otherwise, whether disclosed orally or in writing, which is held in confidence by the disclosing Party or any of that Party’s Affiliates and which is or has been disclosed to the other Party. This will include information expressly identified as such, as well as any other information which, because of its nature or the circumstances under which it is disclosed, might reasonably be expected to be confidential and shall include any Personal Data (as such term is defined in Clause. 17.1);

“Commercially Reasonable Efforts” means that the Party obliged to perform shall take all such steps and perform in such a manner as if that Party were acting, in a determined, prudent and reasonable manner, to achieve the desired result for its own benefit.

“Documentation” means any user instructions in digital form provided by Gillett.

“Enhancement” means a modification that improves and/or adds functionality to the Software, excluding modifications resulting from errors.

“Fee” means the fee for the Subscription and any other fees, costs or charges agreed between the parties under these T&Cs.

“Gillett” means Gillett Limited.

“Intellectual Property Rights” means patents, registered designs, trademarks and Service marks (whether registered or not), domain names, copyright, database right, moral right, design right and all similar property rights including those subsisting (in any part of the world) in inventions, designs, drawings, computer programs, confidential information, business names, goodwill and in applications for protection of the above rights.

“IsoStock” is the brand name of the Software and refers to a cloud-based Service used for environmental compliance and radioactivity record-keeping. The Subscriber will access IsoStock externally by using any device capable of accessing the Service. The Cloud Service is built on dedicated PaaS from ISO 27001-certified hosting providers, independent of the Service Provider.

“PaaS” means Platform As A Service.

“Purchase Order” means each purchase order received and accepted by Gillett.

“Regulatory Licence” means any Licence or authorisation granted, or rules created by, a government authority/agency about the holding, use, accumulation and disposal of radioactive materials.

“SaaS” means Software as a Service.

"Services" means the Services and Software, including, without limitation, the Technical Support to be provided by Gillett under these Terms and Conditions.

“Service Level Agreement (SLA)” defines the level of Service Gillett aims to deliver

“Service Provider” means Gillett, being the provider of IsoStock

“Subscribed Site” means the Organisation’s geographical location(s) which the Subscription covers.

“Subscriber” means the Organisation, and/or its authorised representatives, purchasing a Subscription to IsoStock.

“Subscription” refers to the payment made by the Organisation that enables the use of IsoStock during the Subscription Period.

“Subscription Date” for payment purposes means the first day of the second month following the date of the Purchase Order, e.g. PO date 5 March, Subscription Date 1 May.

“Subscription Period” means the period from the anniversary of the Subscription Date, unless otherwise agreed by Gillett.

“Software” means IsoStock (Cloud), including all updates of the Software that the Subscription covers, delivered via SaaS.

“System” means computer central processing units and peripheral equipment, including without limitation, any cluster, combination or network of such central processing units and peripheral equipment which are under common control, and which are now, or may in the future be, owned or operated by the Organisation, its Affiliates or a third party who is providing services to the Organisation or its Affiliates.

“Technical Support” means the technical support to be provided by Gillett.

“T&Cs” means these Terms and Conditions.

“Update” means a patch, bug fix, or feature addition applied to the Service.

### **3. GRANT OF SUBSCRIPTION**

- 3.1. Subject to these T&Cs, Gillett hereby grants the Subscriber a Subscription for the Subscriber’s site(s) to use the Service and any Documentation under these T&Cs.
- 3.2. The Subscriber may use the Service for processing data for the Subscriber’s normal business purposes.
- 3.3. The subscriber will use IsoStock as a SaaS
- 3.4. Users registered on IsoStock may access IsoStock from any suitable device or browser capable of accessing the internet.
- 3.5. The Subscriber may access the Service only for the Subscribed Site(s) and with the number of users specified in the quotation.
- 3.6. The Subscriber may not access the Service for any other site unless the Subscriber purchases a Subscription for the Service for that site.
- 3.7. Subject to Clause 3.8 The Subscriber may NOT allow access to, or use of the Software by any third-party (except for the Subscriber’s Affiliates), either within or outside of the UK.
- 3.8. The Subscriber and its Affiliates may allow access to, or use of, the Software by a third party, if such third party’s use of radioactive substances is covered by the Subscriber’s Regulatory Licence covering the use of radioactive substances, and their access to the Software is required so that the Subscriber may complete its records in accordance with such Regulatory requirements.
- 3.9. The Subscriber may access the Software at one or more locations or on one or more computer systems, whether or not owned or operated by the Subscriber or its Affiliates, during testing or operation of a disaster recovery plan for their computer facilities.
- 3.10. Subject to clauses 3.11 and 3.12 Gillett will allow the Subscriber to use the Service under these T&Cs without any hardware device restricting, limiting, or affecting such general use.
- 3.11. Gillett will grant access to the Service for a Subscription period, subject to Gillett receiving a Purchase Order.
- 3.12. The Software is not subject to any time bars or embedded code that may cause the Software to cease operation for any reason whatsoever, except in the case of non-payment of a Subscription or the expiration of a Subscription period.
- 3.13. If the Subscriber chooses not to renew their Subscription, Gillett will grant a read-only licence for historic record-keeping purposes, subject to a nominal retainer fee, which would include updates and support. Alternatively, the data may be archived in line with our data retention policy, and subject to a charge for unarchiving and re-enabling access to the Service.
- 3.14. The subscription entitles the subscriber to access all reporting functions, including exports to Excel suitable for historic record-keeping purposes.
- 3.15. There is a one-month grace period after cancellation or the end of the subscription period, during which the subscriber will continue to have access to the Software.
- 3.16. The Subscriber may not modify, alter, or disassemble any part of the Software or its files. The Subscriber agrees not to reverse assemble, reverse compile, reverse engineer or otherwise decompile the Software in whole or in part or modify, translate, create derivative copies of or copy the Software (other than as permitted hereunder), in whole or in part or otherwise seek to reduce any object code or encrypted code of the Software to its source code and/or unencrypted form or access the data files other than from within the Software itself.
- 3.17. Gillett may grant access to a duplicate instance of the Service for the sole purpose of the Subscriber’s internal training on the use of the Software.
- 3.18. The Subscriber or a third party acting on its behalf may copy and reproduce the Documentation for the sole purpose of the Subscriber’s internal training on the use of the Software, subject to such third parties executing appropriate confidentiality agreements with the Subscriber.

#### **4. ACCEPTANCE OF THE SOFTWARE BY THE SUBSCRIBER**

- 4.1. These T&Cs shall be deemed accepted by the Subscriber when IsoStock has been provided and the first access to the Service made, irrespective of whether the system is used for evaluation/testing or as a result of purchasing a subscription.
- 4.2. Gillett shall provide all reasonable assistance with the configuration and implementation of the system.
- 4.3. The Service Provider reserves the right to charge for implementation and configuration, as well as certain forms of assistance, for which fees will be agreed upon before the commencement of the subscription.
- 4.4. The following sections 4.55, 4.66, 4.77. shall not apply if the Subscriber has been provided with a copy of the Software for evaluation or testing purposes before purchasing a subscription.
- 4.5. As soon as the Subscriber has been given access to use IsoStock, the Subscriber is advised to satisfy itself that the Service performs to the requirements of the Subscriber, through testing/validating at a level necessary for the purposes the Subscriber wishes to use all or any part or parts of the Software.
- 4.6. If as a result of testing/validating the Software, and within 60 days the Subscriber finds that the Software does not materially conform to the Subscriber's requirements, the Subscriber shall promptly notify Gillett in writing with a description of its reasons for reaching such determination and Gillett shall, at its own expense, use all reasonable endeavours to resolve, as quickly as is reasonably possible, any issues which prevent the Software from conforming to the Subscriber's requirements. The Service Provider does not accept liability for the result or consequence of any errors in the service.
- 4.7. In the absence of notification to Gillett regarding any non-conformity of the Software to the Subscriber's requirements, Gillett shall assume that the Subscriber has accepted the Software and that the Software meets the requirements of the Subscriber for whatever purposes the Subscriber wishes to use all or any part or parts of the Software.
- 4.8. The Subscriber shall, in any event, be deemed to have accepted the Software upon using it in a live environment.

#### **5. SUBSCRIBER OBLIGATIONS**

- 5.1. The Subscriber must be satisfied that the Software performs to the requirements of the Subscriber.
- 5.2. The Subscriber shall test and validate the Software to a level necessary for the purposes for which the Subscriber wishes to use all or any part or parts of the Software.
- 5.3. The Subscriber must satisfy itself that the Software meets the requirements of any Regulatory Authority that has an interest in the whole or any part or parts of the Software.
- 5.4. The Subscriber should report any errors or loopholes found in the Software.

#### **6. TERMS OF PAYMENT FOR A SUBSCRIPTION**

- 6.1. Before each anniversary of the Subscription Date, a warning will appear in the Service displaying the expiry date of the Subscription and indicating that renewal is due. A purchase order should then be sent to Gillett.
- 6.2. Gillett will provide a quotation for the renewal of the Subscription six (6) weeks before expiry, or upon request, at any time before this date.
- 6.3. Any increase in the Subscription Renewal shall be limited to the percentage increase in RPI over the previous twelve (12) months.
- 6.4. The Subscriber shall issue a Purchase Order to Gillett on acceptance of the quotation.
- 6.5. On receipt by Gillett of the Purchase Order, the Subscriber will be invoiced for the Subscription in advance. Gillett shall submit appropriate VAT invoices to the Subscriber for payment of the Fees and

any other charges due. Value Added Tax, where applicable, will be shown separately on all invoices as a strictly net extra.

- 6.6. No commitment to provide a Subscription and/or Services shall be binding under these T&Cs unless a Purchase Order, or similar confirmation by email or electronic messaging/purchasing system, has been received by Gillett from an authorised person.
- 6.7. The correct Purchase Order number will be quoted on all invoices.
- 6.8. Gillett standard terms for payment of invoice are 30 days from the date of the invoice, which shall generally be raised in advance of the Subscription Date.
- 6.9. Any undisputed bona fide invoice which remains unpaid after 30 days from the date of the invoice shall be subject to an interest charge of 1.5% of the outstanding balance each month, accumulative.
- 6.10. EU customers will not be charged VAT, but are responsible for payment of any local and/or national taxes that may be applicable.
- 6.11. In the event the Subscriber reasonably considers that any invoice submitted by Gillett is defective or relates to items supplied or Services performed otherwise than under Gillett's obligations under these T&Cs, the Subscriber shall be entitled to withhold payment only of the amount related to the disputed item, without prejudice to any other rights or remedies it may have. The Subscriber shall notify Gillett of any dispute within 28 days of receipt of the invoice. The Subscriber and Gillett shall attempt to settle the dispute in good faith within 28 days of notification, failing which the parties shall refer the dispute to dispute resolution.
- 6.12. If any Standing payment is not received, the Service Provider reserves the right to withdraw the Service until subscriptions are up to date.
- 6.13. If the Subscription is not paid within 30 days of the due date, the Subscription may be deemed non-renewable and cancelled, and the Service will cease to be available on the last day of the month following.
- 6.14. If the Subscriber chooses not to renew the Subscription, an option will be available for the Subscriber to pay a lower Subscription fee to keep the Service open, providing access to historical data only, without the ability to add, amend, or delete. Alternatively, reports may be printed by the Subscriber up to the last day of the month following the expiry of the subscription.

## **7. TECHNICAL SUPPORT**

- 7.1. Technical Support shall be provided to the Subscriber by Gillett, provided that the Subscription or Technical Support payments are up to date.
- 7.2. Technical/Training Support shall be provided to a single point of contact on the Subscriber's site.
- 7.3. It is the Subscriber's responsibility to ensure that all users are adequately trained to use the Software.
- 7.4. Technical Support shall include: error ('bug') fixes, 'hand holding', 'how to use', all minor Software enhancements instigated by Gillett, advice and help on all changes to setup and, as far as is possible, repairs to the Subscriber's data caused by an error in the Software.
- 7.5. Gillett shall use all reasonable endeavours to respond to a support request via the Gillett website or within the timescales defined within the SLA.
- 7.6. Repairs to the Subscriber's data as a result of incorrect use of the Software, or tampering with data by the Subscriber, are chargeable at Gillett's applicable fee rates prevailing at the time of such repairs, but only if such repairs require more than one (1) person-hour to fix.

## 8. SERVICE LEVEL AGREEMENT

### 8.1. Table of Priority:

| Priority        |                                                                                                                                                                      | Target                                                          |
|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| P1              | Incidents impacting the System where there are no identified workarounds which will allow continued operation of the System.                                         | Response within 8 business hours, fix within 12 business hours. |
| P2              | Incident with moderate Customer impact, but does not affect the software's core functions.                                                                           | Response within 12 hours, fix within 3 Business Days.           |
| P3              | Incident with moderate business risk/affecting a few users.                                                                                                          | Response within 12 hours, fix within 7 Business Days.           |
| P4              | Issues that do not affect software operation or continuity but are required to bring the Licensed Application within specification.                                  | Response within 3 Business Days, fix within 14 Business Days.   |
| P5              | All scheduled work, including system updates, configuration changes and template work that falls within the scope of included Support.                               | 28 Business Days                                                |
| Standard Change | A change that is recurrent, well-known, has a predefined, relatively risk-free path, and is the accepted response to a specific requirement or set of circumstances. | Review within 1 month and schedule as required.                 |

## 9. CLOUD SERVICE BACKUP AND RESTORATION OF DATA

- 9.1. The service is hosted securely on Microsoft Azure within the UK for cloud customers and is backed up securely. The data is held securely. Physical and network security at all data centre locations is fully ISO27001 certified by BSI.
- 9.2. Gillett will use all reasonable endeavours to prevent the loss or corruption of any data.
- 9.3. Additional backups may also be kept with other approved Cloud Backup Providers as part of disaster recovery.
- 9.4. Except in the event of Gillett's breach of its obligations under these T&Cs or Gillett's negligence, Gillett cannot, under any circumstances whatsoever, be held responsible for such loss or corruption of any data.

## 10. SOFTWARE UPDATES AND ENHANCEMENTS

- 10.1. The Service Provider will continually work to improve the Software and may add, amend, or delete features as it sees fit from time to time.
- 10.2. The Subscriber will be provided with the latest stable build of the Software, as part of Gillett's rollout schedule.
- 10.3. The change log on the Software will detail changes made.

- 10.4. Enhancements will be considered for inclusion in Development plans, provided that the enhancement does not detrimentally affect other users of IsoStock.
- 10.5. The Software is designed to be compatible with the most common browsers. Gillett has no control over changes made by the developers of the browsers, but will endeavour to update the Software as required.
- 10.6. The Subscriber may, from time to time, request, subject to the Subscriber's payment of agreed-upon fees, that the Software be modified as the Subscriber requests. Gillett may, at its discretion, implement the modifications to the Software (and all consequential amendments to the Documentation and to any documentation relating to the Software which may be necessary to enable proper use of such modifications) as soon as reasonably practicable thereafter. The Subscriber shall be solely responsible, and Gillett shall have no liability in respect of, ensuring that such changes are consistent with using the Software to aid the Subscriber to comply with the requirements of the Regulatory Licence, as amended from time to time.

## **11. CANCELLATION**

- 11.1. The Subscriber may give notice in writing to Gillett to cancel this Subscription at any time.
- 11.2. If the Subscriber gives notice under Clause 11.1. No monies shall be refunded in respect of the remaining Subscription Period.
- 11.3. Gillett may cancel the Subscription under exceptional circumstances by giving the Subscriber one (1) month's notice in writing.
- 11.4. If Gillett cancels the Subscription under Clause 11.3 Gillett shall refund an amount (if already paid by the Subscriber) equivalent to the unexpired portion (complete months) of the current Subscription.
- 11.5. In making any refund under Clause 11.44 Gillett shall deduct any monies owing to Gillett in respect of any outstanding invoices issued under these T&Cs.
- 11.6. If either party is in breach of these T&Cs and does not begin to remedy the breach within 30 days of notice from the other party so to do (if capable of remedy), the other party may terminate the Subscription immediately by notice to the party in breach.
- 11.7. If Gillett shall compound or make any arrangement with its creditors or have a receiver appointed over all or any part of its assets or go into liquidation (whether voluntary or otherwise) save as part of a bona fide reconstruction not involving insolvency or shall take or suffer to be taken any similar action as a result of its liability to pay its debts or its insolvency it shall promptly so notify the Subscriber in writing giving particulars of the circumstances whereupon the Subscriber may terminate the Subscription immediately by notice.
- 11.8. The Subscriber may terminate the Subscription immediately by notice if Gillett presents its own, or has presented against it, a bankruptcy petition or a bankruptcy order is made against it;
- 11.9. The Subscriber may terminate the Subscription immediately by notice if Gillett proposes a voluntary arrangement within the meaning of Section 1 or Section 253 of the Insolvency Act 1986, or an interim order is made in relation Gillett under Section 252 of the Insolvency Act 1986, or any other steps are taken or negotiations commenced by the other party or any of its creditors with a view to proposing any composition, compromise or arrangement involving Gillett and any of its creditors.
- 11.10. If at any time during the term of the Subscription there shall be any change in the legal or beneficial ownership of the Software, Gillett shall notify the Subscriber in writing, and
- 11.11. The Subscriber may, upon receiving notice or otherwise becoming aware of a change in the legal or beneficial ownership of the Software, terminate the Subscription by providing written notice to Gillett if it considers, in its sole discretion, that such a change in ownership is prejudicial to its interests.
- 11.12. The termination of the Subscription shall be without prejudice to the rights and remedies of either party which may have accrued up to the date of termination.

## **12. LIABILITY**

- 12.1. Unless expressly stated within these T&Cs, no other warranty or representation, either expressed or implied, is given in respect of the Software or Documentation regarding quality, merchantability, performance, or fitness for a specific use.
- 12.2. When the Subscriber uses the Software, the Subscriber assumes the risk regarding its quality, performance, fitness for use, and compliance with any applicable regulations.
- 12.3. In no event shall either party be liable to the other for consequential, incidental or special damages arising from any claim or action hereunder, based on contract, tort or other legal theory, and whether advised of the possibility of such damages.
- 12.4. In no event shall either party be liable for damages for any cause whatsoever in an amount more than fifty per cent (50%) of the amounts paid and payable for any unexpired period of the Subscription from the date of the notice of cancellation.
- 12.5. Gillett has Public Liability (£5m), Employers' Liability (£10m) and Professional Indemnity (£1m) insurance and shall, on request, provide proof of cover in the form of a valid insurance certificate.

## **13. COMPLIANCE WITH REGULATIONS**

- 13.1. Gillett has been able to develop the Software by obtaining information from users of previous versions and through conversations with prospective users and other interested parties.
- 13.2. The Subscriber is solely responsible for ensuring that the Software provides the Subscriber with the relevant information to enable the Subscriber to comply with any applicable regulatory bodies.
- 13.3. Both parties hereby acknowledge and agree that Gillett shall not be liable for the Subscriber's non-compliance with any Regulatory Licence or any other statutory or regulatory provisions, howsoever arising.
- 13.4. If the Subscriber ascertains that the Software does not meet relevant regulations, Gillett shall endeavour to amend the Software accordingly and provide the Subscriber with an Update free of charge.

## **14. WARRANTY**

- 14.1. Gillett warrants to the Subscriber that, as developers of the Software, Gillett has title to and sole ownership of the Software and its Intellectual Property Rights.
- 14.2. Gillett has the right to market it and grant Subscriptions in respect thereof free of any liens, claims and encumbrances.
- 14.3. Gillett warrants to the Subscriber that it has carried out tests on the Software; however, it does not warrant that the Software is error-free. Software engineering, by its nature, is highly complex. It is not possible to develop complex software that is 100% error-free. If an error is found in the Software, Gillett shall correct it, free of charge, under the terms of these T&CS.
- 14.4. Gillett warrants to the Subscriber that the Software will perform materially in accordance with the specifications detailed in any Documentation and/or Website. However, enhancements and alterations to the Software may be made at any time, and they may not appear in the Documentation and/or Website until a later date.
- 14.5. Gillett warrants to the Subscriber that it will use all commercially reasonable efforts to ensure that no portion of the Software contains any unauthorised code, such as a virus, Trojan Horse, worm, or other Software routine or hardware component designed to permit unauthorised access and used to disable, erase, or otherwise harm software, hardware, or data automatically.
- 14.6. Gillett does not warrant that the Software will operate in every system, hardware, or software environment, due to the diversity of equipment and systems used on sites.

## **15. INTELLECTUAL PROPERTY RIGHTS/OWNERSHIP AND ASSIGNMENT**

- 15.1. The Intellectual Property Rights in the Software are the property of Gillett, and these T&CS shall not serve to transfer any rights, Subscriptions or ownership of the Software.
- 15.2. Gillett may, at any time and its sole discretion, assign ownership or title of the Software and any related subscriptions to a third party.
- 15.3. If the Intellectual Property Rights/ownership of the Software are assigned to a third party, Gillett shall notify the Subscriber.
- 15.4. If intellectual rights/ownership of the Software is assigned to a third party, the Subscriber shall have the option to cancel the Subscription per Clause 11.1
- 15.5. If ownership of the Software is assigned to a third party and the Subscriber decides not to cancel the Subscription, then the benefits, obligations, and liabilities under these T&CS shall pass to the third party.
- 15.6. The Subscriber shall be entitled at any time by notice in writing to Gillett to assign the whole or any part of its rights and obligations under these T&Cs to any Affiliate or to any successor in title to the whole or part of that part of the Subscriber's business or Organisation which relates to the Software or Services.

## **16. CONFIDENTIALITY**

- 16.1. See the Service Provider's General Data Protection Regulation (GDPR) Statement on the Gillett legal page: [www.gillett.co.uk/terms](http://www.gillett.co.uk/terms)
- 16.2. At the Subscriber's request, Gillett will sign a Confidentiality or Non-Disclosure Agreement with the Subscriber. If such an agreement exists, it will take precedence over the remainder of this section, sections 16.3 to 16.7 inclusive.
- 16.3. Each Party agrees and undertakes to use the other Party's Confidential Information solely in the performance of its obligations under these T&Cs, and to treat and safeguard such Confidential Information as private and confidential during the Subscription Period and for five (5) years after its termination for whatever reason or for as long as the Confidential Information remains confidential, whichever is the longest period.
- 16.4. On termination of the Subscription (howsoever occasioned), each Party shall return to the other any Confidential Information within its possession or control as may belong to the other Party.
- 16.5. The provisions of this Clause 166 shall not apply to any information which is or becomes public knowledge other than by breach of this Clause 166.
- 16.6. The provisions of this Clause 166 shall not apply to any information in the possession of the receiving Party without restriction on disclosure before the date of receipt from the disclosing Party.
- 16.7. The provisions of this Clause 166 shall not apply to any information received from a third party who lawfully acquired it and is under no obligation to restrict its disclosure.

## **17. GENERAL DATA PROTECTION REGULATION (GDPR) AND DATA PROTECTION**

- 17.1. Gillett is committed to fulfilling its obligations under data protection and the GDPR. These T&Cs should be read in conjunction with our:
  - 17.1.1. General Data Protection Regulation (GDPR) Statement
  - 17.1.2. IsoStock Privacy and Consent Statement
  - 17.1.3. IsoStock Data Processing Addendum (DPA)
- 17.2. Where Gillett is required to process any information, which is owned or controlled by the Subscriber and which relates to a living, identifiable individual ("Personal Data") to provide Services under the Subscription, Gillett undertakes to process the Personal Data under the Subscriber's written instructions.

- 17.3. On termination of the Subscription, for whatever reason, Gillett shall cease to use the Personal Data and shall arrange for the prompt and safe return to the Subscriber of all Personal Data together with all copies in its possession or control.

## **18. FORCE MAJEURE**

- 18.1. Neither party shall be liable for, nor be deemed to be in default, on account of any delay in completion or the performance of any other act under these T&Cs due to circumstances which are beyond the party's reasonable control ("Force Majeure"), provided that the party claiming hereunder shall notify the other with all possible speed specifying the cause and probable duration of the delay or non-performance and shall minimise the effects of such delay or non-performance.
- 18.2. If the performance by either party of any of its obligations under these T&Cs is prevented or delayed by Force Majeure, the parties shall enter into bona fide discussions to alleviate its effects, or agree upon such alternative arrangements as may be fair and reasonable in the circumstances;

## **19. ASSIGNMENT**

- 19.1. The Service Provider may, at any time and in its sole discretion, assign ownership or title of IsoStock and any Subscriptions related to it to a third party.
- 19.2. If the ownership/title of IsoStock is assigned to a third party and the Subscriber decides not to cancel the Subscription, then the benefits, obligations and liabilities of these T&Cs shall pass to the third party.
- 19.3. The Subscriber shall be entitled at any time by notice in writing to the Service Provider to assign the whole or any part of its rights and obligations under these T&Cs to any Affiliate or to any successor in title to the whole or part of that part of the Subscriber's business or organisation which relates to the Service.

## **20. SECURITY AND HEALTH & SAFETY**

- 20.1. Gillett shall, and shall ensure that its personnel shall, when visiting the Subscriber's site, comply with the Subscriber's Security and Health and Safety Policies as notified to Gillett in advance in writing from time to time.

## **21. GENERAL**

- 21.1. These Terms and Conditions may be amended at any time without notice. The latest version of these T&Cs always applies and is available on request or at [www.gillett.co.uk/terms](http://www.gillett.co.uk/terms)
- 21.2. These T&Cs supersede all previous licences/agreements displayed within the Software.
- 21.3. If the Subscriber does not accept the amended T&Cs, the Subscription is cancelled under Clause 11.3.
- 21.4. If any clause in these T&Cs is declared unenforceable or void by any competent authority or court, it shall, to the extent of such invalidity or unenforceability, be deemed severable and shall not affect the remaining terms, which shall continue unaffected.
- 21.5. These T&Cs shall be governed by, and construed following, the laws of England and both parties submit to the exclusive jurisdiction of the English courts for all purposes connected with these T&Cs.
- 21.6. Should a purchaser decide to utilise the Software outside of the UK, liability shall be limited to claims arising from the UK only.
- 21.7. Except as expressly provided for in these T&Cs, no person who is not a party to these T&Cs shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any part of these T&Cs.

## 22. APPENDIX

On-premise installation. Cloud-based is our preferred installation and support method; however, in exceptional circumstances, we can provide on-premise installations, subject to investigation and additional costings. Items to consider:

- 22.1. Gillett's ability to support users with on-premise installations is subject to the restrictions and limitations imposed by the customer's IT and infrastructure providers.
- 22.2. For our SLA, the start time is based on when the customer provides the Gillett support team with access to the Subscribers' hosting.
- 22.3. Support schedules are subject to the condition that the Gillett support team receives timely and consistent support from the Subscribers' support team.
- 22.4. The Subscriber may install the Software on a network or external infrastructure that the Subscriber uses.
- 22.5. The Subscriber may not access or install the Software for any other site unless the Subscriber purchases a Subscription for that site.
- 22.6. The Subscriber may change the configuration of the Systems on which the Software is installed and may install the Software on new or additional compatible systems without prior notice to Gillett and without payment of an "upgrade fee". Charges may be made if problems arise from the changes made.
- 22.7. Owing to some computer systems' size, complexity and individuality, Gillett cannot guarantee system support, i.e., problems arising from the Software running on the Subscriber's network and/or System. However, Gillett will endeavour to solve those problems. Gillett reserves the right to charge at Gillett's daily fee rate for any work carried out under this clause.
- 22.8. Site visits requested by the Subscriber are chargeable. Fees for such visits shall be agreed upon before the visit and, in the absence of any agreement to the contrary, charged at Gillett's fee rates at the time of the visit.
- 22.9. The Subscriber should back up the data as frequently as necessary to continue using the Software without, or with minimal, disruption.
- 22.10. The Subscriber is solely responsible for maintaining a procedure for restoring the Subscriber's data in case of a problem.
- 22.11. The subscriber is responsible for ensuring updates are deployed. Reminders will be sent as part of the annual renewal process.

| Version   | Date     | Summary of changes | Owner / edited by |
|-----------|----------|--------------------|-------------------|
| Version 1 | 30/05/25 | Initial document   | John Gillett      |
|           |          |                    |                   |

| Review date | Reviewed by |
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|             |             |