

GENERAL TERMS & CONDITIONS
claireLOGIC Corporate Ltd

Version: 1.5
Date: September 2023

1. Interpretation

The definitions and rules of interpretation in this condition apply in these conditions.

1.1 Definitions:

"Acceptable Policy"	Use	means the Company's acceptable use policy
"Business Hours"		means Monday to Friday, 9am to 5.30pm, excluding Bank and other Public Holidays.
"Company"		means claireLOGIC Corporate Ltd. (Company Registered Number 119766874). 11 The Chambers, Vineyard, Abingdon, OX14 3PX
"Contract"		means the Customer's order and the Company's acceptance of it in accordance with condition 3.3.
"Customer"		means the person, firm or company who purchases Services from the Company.
"Deliverables"		means all products and materials provided by the Company in relation to the Services in any media, including, without limitation, computer programs, data, diagrams, reports, documentation and specifications (including drafts), as defined in the Order or other Schedule.
"Intellectual Property Rights"		means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
"Order"		means the order placed by the Customer for the supply of the Services setting out, amongst other items, the specification for the Services.
"Pre-existing Materials"		means materials which existed before the commencement of the Services.
"Schedule"		means any schedule applicable to the particular Services as specified in the Order.
"Services"		means the services to be provided by the Company under the Contract as specified in the Order and shall include, but not be limited to the following Services: <ul style="list-style-type: none">• IT Consultancy and Engineering• IT Support• Hosting Services• Online Backup• Broadband Services & Ethernet Services• Telephony Services together with various other services as specified in the Order

or as may be amended from time to time pursuant to condition 7 of these Conditions.

"Site"	means the site where the Services are to be provided by the Customer to the Company as specified in the Order.
"Site Software"	means any and all software for the Site provided by the Customer to the Company.
"Start Date"	means the date the Services are to commence as set out in the Order or otherwise agreed between the parties.
"VAT"	means value added tax chargeable under English law for the time being and any similar additional tax.
"Virus"	means any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, Trojan horses, viruses, malware and other similar things or devices
"Essential or Important Functions"	is based on the wording of Commission Delegated Regulation (EU) 2017/565 Article 30 supplementing MiFID II which is used only for the purpose of identifying 'critical or important functions' under outsourcing arrangements: 'an operational function where a defect or failure in its performance would materially impair the continuing compliance of an investment firm with the conditions and obligations of its authorisation or its other obligations under Directive 2014/65/EU, or its financial performance, or the soundness or the continuity of its investment services and activities'.
"EBA"	Means the European Banking Authority.
"EBA Guidelines"	EBA Guidelines EBA/GL/2019/02 on outsourcing.
"End User"	all entities to whom the Customer provide the Services sub outsourced to the Company.
"Sub Contract"	means any contract between the Company and a third party (other than an employee) pursuant to which the Company agrees to outsource the performance of the Services under the Agreement.
"Contractor"	means those persons with whom the Company enters into a Sub-contract and the direct and indirect agents, contractors and sub-contractors of any such Sub-Contractor contracted to perform the Services (or any of them).
"Termination Assistance"	means the necessary assistance (which shall include knowledge transfer), as may be reasonably required by the Customer, to be provided by the Company to the Customer to complete the

transition of all or part of the Services from the Company to a third party designated by the Customer or to the Customer following the date of termination of this Agreement or the date of any notice of termination, at the Customer's election and request.

- 1.2 Condition, Schedule and paragraph headings shall not affect the interpretation of the Contract.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of the Contract under that statute or statutory provision.
- 1.8 A reference to **writing** or **written** includes faxes and email.
- 1.9 References to conditions and Schedules are to the conditions and Schedules of these Conditions.

2. Application of Conditions

- 2.1 These Conditions and the Schedules shall:
 - 2.1.1 apply to and be incorporated in the Contract; and
 - 2.1.2 prevail over any inconsistent terms or conditions contained in or referred to in the Customer's purchase order, confirmation of order, or specification, or implied by law, trade custom, practice or course of dealing.
- 2.2 No addition to, variation of, exclusion or attempted exclusion of any term of the Contract shall be binding on the Company unless in writing and signed by a duly authorised representative of the Company.
- 2.3 If there is a conflict between any of the provisions of these General Terms & Conditions and any provisions of any Schedule (including any conditions within the Order Form and any service terms incorporated therein), the conflict will be resolved according to the following order of priority:
 - 2.3.1 First: the conditions set out in the Order;
 - 2.3.2 Second: the relevant Service Schedule; and
 - 2.3.3 Third: these General Terms & Conditions.

3. Basis of Sale

- 3.1 Any quotation is valid for a period of 14 days only, unless otherwise stated, and the Company may withdraw it at any time by notice to the Customer.
- 3.2 Each purchase order or acceptance of a quotation for Deliverables by the Customer constitutes an offer by the Customer to purchase the Services specified in it on these conditions; accordingly, the execution and return of the acknowledgement copy of the purchase order form by the Company, or the Company's commencement or execution of work pursuant to the purchase order, shall establish a contract for the supply and purchase of those Services on these conditions. The Customer's standard terms and conditions (if any) attached to, enclosed with, or referred to in, the purchase order shall not govern the Contract. The Customer shall ensure that its Order is complete and accurate.

- 3.3 A binding contract shall not come into existence between the Company and the Customer unless and until the Company issues a written order acknowledgement to the Customer, or the Company delivers the Deliverables to the Customer (whichever occurs earlier).
- 3.4 The Company may deliver the Services by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the applicable Contract. Each instalment shall be a separate Contract and no cancellation or termination by either party of any one Contract relating to an instalment shall entitle the Customer to repudiate or cancel any other Contract or instalment.
- 3.5 No order which has been acknowledged by the Company may be cancelled by the Customer, except with the agreement in writing of the Company and provided that the Customer indemnifies the Company in full against all loss (including without limitation loss of profit), costs (including without limitation the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of cancellation.
- 3.6 All Services are subject to the Acceptable Use Policy and the Customer shall at all times comply with the Acceptable Use Policy in relation to the Services.

4. Supplier's Obligations

- 4.1 The Company shall use reasonable endeavours to provide the Services and to deliver the Deliverables to the Customer, in accordance in all material respects with the Order.
- 4.2 All dates supplied by the Company for the provision of the Services shall be treated as approximate only and time shall not be of the essence of the Contract. The Company shall not be liable for any loss or damage arising from any delay in delivery beyond such approximate dates.

5. Customer's Obligations

- 5.1 The Customer shall be responsible for the accuracy and completeness of the Pre-existing Materials and the Site Software, including the provision of valid up to date licencing of any such software.
- 5.2 The Customer shall:
- 5.2.1 co-operate with the Company in all matters relating to the Services;
 - 5.2.2 provide in a timely manner such access to the Customer's equipment, data and premises (including the Site) and such office accommodation and other facilities, as is requested by the Company;
 - 5.2.3 provide in a timely manner any Site Software and such information as the Company may request, and ensure that the Site Software and such information is accurate and complete in all material respects;
 - 5.2.4 obtain and maintain all licences, consents, and permissions necessary to use the Pre-existing Materials of the Customer and the Site Software (as applicable);
 - 5.2.5 comply with all applicable laws, rules and regulations with respect to the Customer's activities for the provision of the Deliverables; and
 - 5.2.6 be responsible (at its own cost) for preparing the Site for the supply of the Services.
- 5.3 The Customer shall not store, distribute or transmit any Viruses, or any other material in the course of the Customer's use of the Services that:
- 5.3.1 is unlawful, harmful, threatening, defamatory, obscene or infringes any third party's Intellectual Property or other rights;
 - 5.3.2 facilitates illegal activity;
 - 5.3.3 promotes unlawful violence;
 - 5.3.4 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activity; or
 - 5.3.5 causes damage or injury to any person or property;

and the Company reserves the right, without liability to the Customer, to disable the Customer's access to any material that breaches the provisions of this condition or that the Company, in its reasonable opinion, otherwise considers appropriate to do so.

- 5.4 If the Company's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer or the Customer's agents, sub-contractors or employees, the Company shall not be liable and the Customer shall in all circumstances be liable to pay to the Company on demand all reasonable costs, charges or losses sustained or incurred by it (including, without limitation, any direct or indirect consequential losses, loss of profit and loss of reputation, loss or damage to property, injury to or death of any person and loss of opportunity to deploy resources elsewhere), subject to the Company confirming such costs, charges and losses to the Customer in writing.
- 5.5 The Customer shall not, without the prior written consent of the Company, at any time from the date of the Contract to the expiry of 12 months after the completion of the Services, solicit or entice away from the Company or employ or attempt to employ any person who is, or has been, engaged as an employee or sub-contractor of the Company.
- 5.6 Any consent given by the Company in accordance with condition 5.5 shall be subject to the Customer paying to the Company a sum equivalent to the higher of 30% of the then current annual remuneration of the Company's employee or sub-contractor, 30% of the annual remuneration to be paid by the Customer to such employee or sub-contractor or £10,000.00, whichever is the greater.

6. Charges and Payment

- 6.1 The total price for the Services and the Deliverables shall be the amount set out in the Order. The Company shall invoice the Customer for the charges that are then payable. The total price shall be paid to the Company in instalments as set out in the Order, or otherwise monthly in advance by the Customer to the Company by direct debit within 14 days of the Company's invoice. All amounts due under the Contract shall be paid by the Customer to the Company in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 6.2 If, at any time whilst using the Services, the Customer exceeds the amount of storage space, bandwidth or other capacity requirements (including software licencing) for the Site set out in the Order or otherwise as agreed between the parties, the Company shall charge the Customer, and the Customer shall pay, the Company's then excess fees which are in force from time to time.
- 6.3 Without prejudice to any other right or remedy that the Company may have, if the Customer fails to pay the Company on the due date the Company may:
- 6.3.1 charge interest on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of National Westminster Bank Plc, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment; and
- 6.3.2 suspend all Services until payment has been made in full.
- 6.4 Time for payment shall be of the essence of the Contract.
- 6.5 The Company may increase its charges as from each anniversary of the Start Date. Any increase shall be notified to the Customer at least one month before such anniversary.
- 6.6 The Company may, without prejudice to any other rights it may have, set off any liability of the Customer to the Company against any liability of the Company to the Customer.
- 6.7 The Company reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of such of the Services as has not been delivered to reflect any increase in the cost to the Company which is due to market conditions or any factor beyond the control of the Company (including without limitation any foreign exchange fluctuation, currency regulation, alteration of duties, change in

legislation, significant increase in the costs of labour, materials, software licensing or other costs of manufacture), any change in delivery dates, quantities or specifications which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate information or instructions, or any other material increase in cost incurred which is outside of the control of the Company.

6.8 All sums payable to the Company under the Contract shall become due immediately on its termination, despite any other provision of the Contract. This condition 6.8 is without prejudice to any right to claim for interest under the law, or any right under the Contract.

7. Change Control

7.1 If either party wishes to change the scope of the Services, it shall submit details of the requested change to the other in writing.

7.2 If either party requests a change to the scope or execution of the Services, the Company shall, within a reasonable time, provide a written estimate to the Customer of:

7.2.1 the likely time required to implement the change;

7.2.2 any variations to the Company's charges arising from the change;

7.2.3 the likely effect of the change on the Deliverables; and

7.2.4 any other impact of the change on the terms of the Contract.

7.3 If the Company requests a change to the scope of the Services, the Customer shall not unreasonably withhold or delay consent to it.

7.4 If the Customer wishes the Company to proceed with the change, the Company has no obligation to do so unless and until the parties have agreed in writing on the necessary variations to its charges, the Deliverables and any other relevant terms of the Contract to take account of the change.

8. Warranty

8.1 The Company shall perform the Services with reasonable care and skill.

8.2 Unless otherwise agreed in writing between the parties, the Company warrants that the Deliverables will perform substantially in accordance with the Order for a period of 30 days from the Start Date. If the Deliverables does not so perform, the Company shall, for no additional charge, carry out any work necessary in order to ensure that the Deliverables substantially complies with the Order.

8.3 The warranty set out in condition 8.2 shall not apply to the extent that any failure of the Deliverables to perform substantially in accordance with the Order is caused by the Site Software or any Materials.

8.4 The Company is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the Internet, and the Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

8.5 The Company does not warrant that the Deliverables will be uninterrupted or error-free or free from any Virus.

9. Remedies

9.1 The Company shall not in any circumstances be liable for any non-performance of the Services (even if caused by the Company's negligence) unless the Customer notifies the Company in writing of the failure to perform 7 days after the scheduled performance date.

9.2 Any liability of the Company for non-performance of the Services shall in all circumstances be limited to providing the Services within a reasonable time or issuing a credit note at the pro rata contract rate against any invoice raised for such Services.

9.3 If the Company's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer (other than by reason of an event listed under condition 15), the Customer

shall in all circumstances be liable to pay to the Company all reasonable costs, charges or losses sustained by it as a result, subject to the Company notifying the Customer in writing of any such claim it might have against the Customer in this respect.

9.4 The Customer acknowledges and agrees that the Company may at any time, without notice, suspend the Customer's access to or use of the Services, in whole or in part on either a temporary or permanent basis, in the event that the Company at any time become aware or reasonably suspect that the Customer has breached or are likely to breach the terms of the Contract.

9.5 Notwithstanding the Customer's obligation to pay all amounts due for the services provided to it, the Customer acknowledges and agrees that the Company may at any time, without notice, suspend the Customer's access to or use of the Services, in whole or in part on either a temporary or permanent basis, in the event that the Company at any time become aware or reasonably suspect fraudulent activity on any of the services provided to the customer.

10. Limitation of Liability

10.1 The following provisions set out the entire financial liability of the Company (including without limitation any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

10.1.1 any breach of the Contract howsoever arising;

10.1.2 any use made by the Customer of the Services, the Deliverables or any part of them; and

10.1.3 any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including without limitation negligence) arising out of or in connection with the Contract.

10.2 No warranty or representation is given by the Company in respect of the Services that all faults will be fixed, or will be fixed within a specified period of time.

10.3 All warranties, conditions and other terms implied by statute or common law are excluded from the Contract to the fullest extent permitted by law.

10.4 Nothing in these conditions excludes or limits the liability of the Company for:

10.4.1 death or personal injury caused by the Company's negligence; or

10.4.2 fraud or fraudulent misrepresentation.

10.5 Subject to condition 10.2 and condition 10.3:

10.5.1 The Company shall not in any circumstances be liable, whether in tort (including without limitation for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for:

10.5.1.1 loss of profits; or

10.5.1.2 loss of business; or

10.5.1.3 depletion of goodwill or similar losses; or

10.5.1.4 loss of anticipated savings; or

10.5.1.5 loss of goods; or

10.5.1.6 loss of contract; or

10.5.1.7 loss of use; or

10.5.1.8 loss or corruption of data or information; or

10.5.1.9 any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

10.5.2 The Company's total liability in contract, tort (including without limitation negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or

contemplated performance of the Contract shall be limited to shall be limited to the price paid for the Services by the Customer for the month when the event the subject of the liability occurred.

10.6 The Customer agrees that, in entering into the Contract, either it did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in the Contract or (if it did rely on any representations, whether written or oral, not expressly set out in the Contract) that it shall have no remedy in respect of such representations and (in either case) the Company shall have no liability otherwise than in accordance with the express terms of the Contract; and

11. Intellectual Property Rights

11.1 Except where the Customer's use of the Services is and has at all times been strictly in accordance with the terms of the Contract, the Customer shall defend, indemnify and hold the Company harmless against any and all claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) suffered or incurred by the Company arising out of or in connection with the Customer's use of the Services including without any limitation in respect of any action or claim that the Site Software or the Pre-existing Materials infringe any Intellectual Property Rights of a third party. The indemnity shall apply whether or not the Customer has been negligent or at fault and does not limit any further compensation rights of the Company.

11.2 The Customer acknowledges that all Intellectual Property Rights used by or subsisting in the Deliverables are and shall remain the sole property of the Company or (as the case may be) third party rights, owner.

11.3 The Company shall retain the property and copyright in all documents supplied to the Customer in connection with the Contract and it shall be a condition of such supply that the contents of such documents shall not be communicated either directly or indirectly to any other person, firm or company without the prior written consent of the Company.

11.4 The Company's Intellectual Property Rights in and relating to the Deliverables shall remain the exclusive property of the Company, and the Customer shall not at any time make any unauthorised use of such Intellectual Property Rights, nor authorise or permit any of its agents or contractors or any other person to do so.

11.5 The Customer acknowledges that the Customer's use of rights in Pre-existing Materials is conditional on the Company obtaining a written end-user licence (or sub-licence) of such rights from the relevant licensor or licensors on such terms as will entitle the Company to license such rights to the Customer.

12. Confidentiality and Supplier's Property

12.1 The Customer shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by the Company or its agents, and any other confidential information concerning the Company's business or its products which the Customer may obtain. The Customer shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Customer's obligations to the Company, and shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those which bind the Customer.

12.2 All materials, equipment and tools, drawings, specifications and data supplied by the Company to the Customer shall at all times be and remain the exclusive property of the Company, but shall be held by the Customer in safe custody at its own risk and maintained and kept in good condition by the Customer until returned to the Company, and shall not be disposed of or used other than in accordance with the Company's written instructions or authorisation.

12.3 Nothing in the Contract is intended to or shall operate to create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including without limitation the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

12.4 The Company may refer to the Customer as being a client of the Company in customer reference lists, sales presentations, advertising and press releases.

12.5 This condition 12 shall survive termination of the Contract, however arising.

13. Data Protection

13.1 For the purposes of this clause 13 references to "personal data", "data subject", "personal data breach", "processing", "data processor" and "data controller" shall have their respective meanings specified in the Data Protection Act 1998 or with effect from 25th May 2018 the General Data Protection Regulation (EU) 2016/679 (with consideration for the respective differences) and any legislation replacing or supplementing the same (Data Protection Laws). Both Parties acknowledge their respective duties under applicable Data Protection Laws, and hereby undertake to comply with their obligations and duties under such legislation and shall give all reasonable assistance to each other where appropriate or necessary to comply with any obligations arising under Data Protection Laws. The Customer acknowledges that the Company may, in the course of performing its obligations under this Agreement, process 'personal data' in accordance with the Data Protection Laws. In so far as such personal data is obtained from the Customer as a controller or data controller and is processed by the Company on behalf of the Customer as a processor or data processor:

13.2 The Company confirms that it will, and it shall ensure that The Company's third party providers and any Associated Companies will, only process such personal data in accordance with the Customer's instructions.

13.3 The Company shall promptly notify the Customer if the Company receives notice of any complaint or communication which relates to the processing of such personal data or to either party's compliance with applicable Data Protection Laws unless legally prohibited;

13.4 Both parties shall take appropriate technical and organisational security measures against unauthorised or unlawful processing of such personal data and against accidental loss of or damage to such personal data in accordance with applicable Data Protection Laws, which shall include the measures set out in this agreement;

13.5 With effect from 25 May 2018, the Company shall not engage another data processor without the prior specific or general written consent of the Customer;

13.6 As an exception to the requirements of 13.2, the Customer agrees that in an emergency situation where disclosure or transfer of such personal data is necessary to preserve the integrity of the personal data, the Company shall be entitled to disclose or transfer such personal data to a third party to the extent only as is required for such purpose. The Company shall inform the Customer of the intended disclosure or transfer, together with the identity of the third party, where possible prior to the event or where pre-notification is not possible as soon as possible after the event, in order to give the Customer the opportunity to object to such disclosure or transfer;

13.7 The Company shall ensure that with effect from 25th May 2018 any disclosure or transfer of such personal data to third parties pursuant to clauses 13 shall be made subject to the same data protection obligations as contained in this clause 13 by way of a contract or other legal act under EU or Member State law;

- 13.8 The Company shall not cause or permit any personal data to be transferred to countries outside the European Economic Area that have not received a binding adequacy decision by the European Commission or competent national data protection authority unless subject to the terms of the EU Standard Contractual Clauses or other appropriate transfer mechanism that provides an adequate level of protection in accordance with applicable Data Protection Laws;
- 13.9 The Company shall give reasonable assistance to the Customer to enable it to respond within required timescales to a request made by a data subject to exercise his or her rights under applicable Data Protection Laws in relation to personal data processed by the Company on behalf of the Customer;
- 13.10 Taking into account the nature of the Company's processing and the information available to the Company, the Company shall (i) provide reasonable assistance to the Customer in undertaking data protection impact assessments relating to the Services provided by the Company; and (ii) provide reasonable assistance to the Customer in ensuring compliance with the Customer's security and breach notification obligations under applicable Data Protection Laws;
- 13.11 The Company shall ensure that persons authorized on behalf of the Company and its sub-contractors to process such personal data are committed to contractually binding confidentiality commitments or are subject to a statutory obligation of confidentiality;
- 13.12 The Company shall promptly notify the Customer if it becomes aware of any personal data breach that involves personal data processed by the Company on behalf of the Customer and shall take all reasonable steps to address such a personal data breach, including, where appropriate, measures to mitigate its possible adverse effects and shall consult with the Customer in respect of such resolution or mitigation;
- 13.13 At the Customer's option and the Customer's cost and expense (unless otherwise agreed in the Exit Plan) the Company shall delete or return all such personal data to the Customer on termination of this agreement, and delete existing copies except to the extent that retention of the personal data is required by law; and
- 13.14 The Company shall make available to the Customer and its auditors all information reasonably necessary to demonstrate compliance with the obligations in this clause 13.
- 13.15 The Customer shall at all times use the Services in accordance with the Company's Acceptable Use Policy.
- 13.16 Each Party will comply with all Applicable Law in providing or using (as appropriate) the Services.
- 14. Termination**
- 14.1 The Contract shall commence on the Start Date and shall continue, unless terminated earlier in accordance with these Conditions, for the minimum term stated in the Order and thereafter on an annual basis (or any other basis as stated in the order) unless either party gives to the other a minimum of 90 days prior written notice, such notice to expire on the anniversary of the Start Date or any anniversary thereof.
- 14.2 Without prejudice to any other right or remedy available to the Company, the Company may terminate the Contract or suspend any further provision of the Services under the Contract without liability to the Customer and, if the Services have been provided but not paid for, the price shall become immediately due and payable notwithstanding any previous Contract or arrangement to the contrary if:
- 14.2.1 the Customer fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 7 days after being notified in writing to make such payment;
- 14.2.2 there is a change of control of the Customer (within the meaning of section 1124 of the Corporation Tax Act 2010); or

- 14.2.3 the Customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 14.3 Without prejudice to any rights that have accrued under the Contract or any of its rights or remedies, either party may at any time terminate the Contract with immediate effect by giving written notice to the other party if:
 - 14.3.1 the other party commits a material breach of any other term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
 - 14.3.2 the other party repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;
 - 14.3.3 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - 14.3.4 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
 - 14.3.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party;
 - 14.3.6 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;
 - 14.3.7 the holder of a qualifying floating charge over the assets of other party has become entitled to appoint or has appointed an administrative receiver;
 - 14.3.8 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; or
 - 14.3.9 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days.
- 14.4 On termination of the Contract for any reason:
 - 14.4.1 the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Customer immediately on receipt; and
 - 14.4.2 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 14.5 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.
- 14.6 Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

15. Anti-bribery Compliance

15.1 Both parties shall:

15.1.1 comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);

15.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK; and

15.1.3 immediately notify the other party in writing if a foreign public official becomes an officer or employee. Both parties warrant that it has no foreign public officials as officers or employees at the date of execution by the parties of the Agreement.

15.2 Breach of this clause 15 by either party shall be deemed a material breach incapable of remedy.

16. Force Majeure

The Company shall not in any circumstances have any liability to the Customer under the Contract if it is prevented from, or delayed in, performing its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

17. Waiver

No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

18. Variation

The Company is entitled to make changes to these conditions at any time and the Customer will be subject to any such amended conditions from the date that such changes are made. The Company will make its best endeavours to provide any revised versions to the Customer but it is the Customer's responsibility to check the Company's website periodically for any changes. The most recent version of these conditions from time to time shall be held <https://clairelogic.net/terms-conditions/> (or any other location that the Company may notify the Customer). Posting changes to these conditions at <https://clairelogic.net/terms-conditions/> shall be deemed to be sufficient notice to the Customer of such changes.

19. Rights and Remedies

Except as expressly provided in the Contract, the rights and remedies provided under the Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

20. Severance

20.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this condition shall not affect the validity and enforceability of the rest of the Contract.

20.2 If any provision or part-provision of the Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

21. Entire Agreement

21.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

21.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.

21.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement] based on any statement in the Contract.

21.4 Nothing in this condition shall limit or exclude any liability for fraud.

22. Assignment

22.1 The Customer shall not, without the prior written consent of the Company, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

22.2 The Company may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

23. Third Party Rights

No one other than a party to the Contract, their successors and permitted assignees, shall have any right to enforce any of its terms.

24. Notices

24.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office or the main trading address as identified on the company letterhead.

24.2 Any notice or communication shall be deemed to have been received:

24.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; or

24.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

24.3 This condition does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this condition, "writing" shall not include email.

25. Governing Law

The Contract and any disputes or claims arising out of or in connection with it or its subject matter or formation (including without limitation disputes or claims) are governed by and construed in accordance with the law of England and Wales.

26. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

27. Sub-outsourcing

27.1 The Customer acknowledges and agrees that the Company may subcontract or delegate the provision of the Services or any part thereof to a Subcontractor. No Service or part thereof is excluded from being subcontracted. In the event that the Company intends to enter into a Subcontract for the provision of Services with a Subcontractor or to materially change, modify or revise an existing Subcontract, in particular where this may affect the Company's ability to

fulfil its responsibilities under this Contract, it shall notify the Customer in writing prior to appointing the Subcontractor. In this regard, the Company shall provide the Customer with a copy of any proposed subcontract, together with any information that the Customer may reasonably require in relation to such Subcontractor and the impact of the subcontract on this Contract. The Customer may object to such subcontracting within 30 days. In the event of subcontracting of data, the Customer shall provide the Company with its prior written consent.

27.2 The Company shall remain responsible for any Services provided by any Subcontractor under this Contract and shall ensure that the Services are provided in accordance with the terms of the Agreement. the Company shall be responsible for monitoring and supervising the performance of any Subcontractor.

27.3 In this regard, the Company shall monitor the Services it has subcontracted to ensure the ongoing performance of all contractual obligations agreed between it and the Customer.

27.4 The Company undertakes to properly supervise service sub-suppliers in accordance with Customer's policies and procedures.

28. Additional Terms Applicable only to Companies required to follow EBA guidelines on Outsourcing

28.1 Where any Subcontract relates to Essential or Important Functions, the Company shall enter into a written agreement with each Subcontractor to govern the provision of any subcontracted Services and:

28.1.1 undertake to comply with all applicable laws, regulatory requirements and contractual obligations;

28.1.2 provide the Customer and its competent regulatory authorities, and any other person designated by them (where necessary), with direct and unrestricted access, information and audit rights;

28.1.3 shall allow the Customer and the competent regulatory authorities, and any other person designated by them (if necessary) to verify, at the Subcontractor's premises, the suitability of the systems, tools or applications used in the provision of the Subcontracted Services.

28.2 Incident Management

28.2.1 The Company must implement and test the incident management plan envisaged in the Agreement with regard to the provision of the Services.

28.3 Monitoring

28.3.1 The Customer have the right to monitor the Company's performance on an ongoing basis. In this regard, the Company shall enable the Customer to assess the level of performance of the Company, to review on an ongoing basis the Services provided by the Company, and to effectively monitor the Services and manage the risks associated with outsourcing as provided for in the Agreement.

- 28.3.2 The Company shall ensure that the Services conform to the Agreed Service Levels at all times from the Effective Date.
- 28.3.3 The Company shall provide the Customer with periodic reports detailing its performance against each of the Agreed Service Levels in the manner described in the Contract.
- 28.3.4 The Company shall communicate to the Customer any development that may have a material impact on the service provider's ability to effectively carry out the critical or important function in line with the agreed service levels and in compliance with applicable laws and regulatory requirements and, as appropriate, the obligations to submit reports of the internal audit function of the service provider.

28.4 Supervision, audit and access rights

- 28.4.1 Upon reasonable prior notice, the Company shall allow the Customer, the End User or any of the supervisory competent authorities of any of them, particularly, but not limited to the Financial Conduct Authority and the Bank of Spain, the Customer's auditors and any other person designated by them, direct and unrestricted access to any of the Company's premises, personnel and relevant documents, as well as relevant databases, records and systems used by the Company in the provision of the Services, as the Customer and/or End User may reasonably require for its audit and/or monitoring activities for the purpose of:
 - 28.4.1.1 Enabling the Customer and/or the End User to assess the Company's level of performance in accordance with the Agreement; and
 - 28.4.1.2 Allowing the Customer and/or the End User, its auditors and their supervisory competent authorities, particularly, but not limited to the Financial Conduct Authority and Bank of Spain, as well as any other person designated by them, to have effective access to data relating to the Services, as well as to the relevant business premises of the Company, where necessary for the purpose of effective supervision, and to allow the Bank of Spain to exercise such access rights
- 28.4.2 Where appropriate, and upon reasonable notice, the Company shall provide the Customer's and/or the End User's internal auditors with access to relevant records that the internal auditors may require to verify the provision of the Services on a risk-based approach.
- 28.4.3 The Company shall comply with any reasonable request for information from the Customer and/or the End User, where such information is necessary for the

purposes of the Customer's and/or the End User compliance with any Applicable Law. The Parties acknowledge that the competent authorities enjoy certain information gathering powers conferred under Article 63(1)(a) of Directive 2014/59/EU and Article 65(3) of Directive 2013/36/EU and that nothing in any Agreement shall affect the lawful exercise of such powers.

28.4.4 In general terms, the Company shall cooperate with the competent authorities and the resolution authorities, if any, of the Customer and the End Users.

28.5 Data owned by the Customer

28.5.1 The Company undertakes to ensure that data owned by the Customer or the Customer's End Users can be accessed in the case of the insolvency, resolution or discontinuation of business operations of the Company.

28.6 Termination Rights

28.7 Apart from those envisaged in the Agreement, the Customer may terminate the Agreement, by itself or prior request by the End User, in accordance with Applicable Law, including in the following situations, should The Company not be able to remedy the situation:

28.7.1 where the Company is in a breach of Applicable Law, regulations or contractual provisions;

28.7.2 where impediments capable of altering the performance of the Services are identified and cannot be rectified;

28.7.3 where there are material changes affecting the Services or the Company (e.g. sub-outsourcing or changes of sub-contractors);

28.7.4 where there are weaknesses regarding the management and security of confidential, personal or otherwise sensitive data or information; and

28.7.5 where instructions are given by the Customer's or the End Users' competent authority, e.g. in the case that the competent authority is, caused by the Agreement, no longer in a position to effectively supervise the Customer and/or the End User.