DATEL ADVANSYS LIMITED

STANDARD TERMS

1. DEFINITIONS

In these Standard Terms, the following terms shall have the following meanings:

"**Acceptable Use Policy**"	the acceptable and fair use policy notified to the Customer by Datel Advansys from time to time;
"**CR Consideration Period**"	means the period of 2 Working Days following the receipt of a CR sent by the other party;
"**CR**"	means a Change Request issued in accordance with Clause 12;
"**Change**"	means any change to the terms of these Standard Terms a Standalone Contract or a Service Agreement;
"Customer"	The party identified as the Customer in a Services Agreement or in the case of a Standalone contract the party purchasing Hardware and/or Software (and associated services) from Datel Advansys;
"**Customer Materials**"	all works and materials: (a) uploaded, stored by, processed using or transmitted via the Services or any Software by or on behalf of the Customer or by any person or application or automated system using the Customer's details; and (b) otherwise provided by the Customer to Datel Advansys in connection with a Standalone Contract and/or a Service Agreement;
"Customer Personal Data"	means personal data processed by Datel Advansys on behalf of the Customer pursuance to a Standalone Contract and/or a Service Agreement;
"**Customer Responsibilities**"	means the customer responsibilities and dependencies set out in the Service Agreement and clause 20 of these Standard Terms;
"**Data Protection Legislation**"	means the General Data Protection Regulation (Regulation (EU) 2016/679) (once applicable), Data Protection Bill (once enacted into English Law) the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all laws and regulations applicable to the relevant party relating to the processing of personal data under or in relation to the Agreement including, where applicable, the guidance and codes of practice issued by the Information Commissioner or any other applicable supervisory authority, and the equivalent of any of the foregoing in any relevant jurisdiction;
"**Datel Advansys Software**"	Software to be provided under a Service Agreement or Standalone Contract that is licenced directly by Datel Advansys and identified as Datel Advansys Software in the relevant Service Agreement;
"**Datel Advansys Systems**"	infrastructure owned or provided by Datel Advansys as part of the provision of Services to the Customer;
"**Fees**"	the fees payable to Datel Advansys by the Customer as detailed in a Service Agreement or (in the case of a Standalone Contract) in a Quotation;
"Good Industry Practice"	the use of the standards practices and methods and exercise of the skill, diligence, prudence, foresight and judgement which would be expected from a skilled, qualified and experienced person engaged in a similar undertaking under similar circumstances;
"**Hardware**"	the hardware (or other goods) to be provided by Datel Advansys as detailed in a Service Agreement or (in the case of a Standalone Contract) in a Quotation;
"**IPR**"	any rights in or to intellectual property including, without limitation, copyright, patents, design right, utility model, trade mark, service mark, brand name, trade name, business name, chip topography right, know-how or confidential information and any other rights in respect of any other industrial or intellectual property, whether registrable or not and wherever existing in the world and including without limitation all rights to apply for

	any of the foregoing rights;
"Personal Data Breach"	means a breach of security leading to the destruction, loss, alteration, unauthorised disclosure of, or access to, personal data;
"Quotation"	a quotation for Hardware and/or Software (together with ancillary services) provided by Datel Advansys;
"Service Agreement"	a service agreement entered into by the parties referencing these Standard Terms and detailing the Hardware, Software and/or Services to be provided by Datel Advansys;
"Services"	the services to be provided by Datel Advansys as detailed in a Service Agreement or ancillary services to be provided under a Standalone Contract;
"Software"	Third Party Software and/or Datel Advansys Software as the context may require as detailed in a Service Agreement or (in the case of a Standalone Contract) a Quotation;
"Standalone Contract"	a contract entered into between the parties for the provision of Hardware and/or Software (together with ancillary services);
"Standard Services Fee Rates"	the standard rates charged by Datel Advansys for Services as notified to the Customer from time to time;
"Third Party Software"	software to be provided under a Service Agreement or a Standalone Contract that is provided by a party other than Datel Advansys;
"Working Day"	means Monday to Friday (other than a bank or public holiday in England).

1.1   References to Clauses are to Clauses of these Standard Terms.

1.2   The headings in the Standard Terms are for convenience only and shall not affect its interpretation.

1.3   A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

1.4   A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5   References to a "holding company" or a "subsidiary" mean a "holding company" and "subsidiary" as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security , or (b) its nominee. In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that: (a) references in sub sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and (b) the reference in section 1159(1) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.

1.6   References to "personal data", "data subject", "controller", "processor" and "process" shall be interpreted in accordance with applicable Data Protection Legislation.

1.7   Unless the context otherwise requires, words in the singular shall include the plural and vice versa.

1.8   Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.9   A reference to a statute, statutory provision or any subordinate legislation made under a statute is to such statute, provision or subordinate legislation as amended or re-enacted whether before or after the date of this Service Agreement and, in the case of a statute, includes any subordinate legislation made under that statute from time to time.

1.10   A reference to **writing** or **written** includes faxes, e-mail or other electronic formats.

1.11   Any obligation in this Service Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.

1.12   A reference to a document is a reference to that document as varied or novated

1.13   Any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed

as illustrative and shall not limit the sense of the words preceding those terms.

2. SCOPE

2.1 A Service Agreement will come into force when it is signed by both parties (or if a Customer does not sign a Service Agreement presented by Datel Advansys, but makes payment for the Services to be provided, then the Service Agreement will be deemed to have come into effect on the date of such payment).

2.2 A Standalone Contract will be formed as follows:

    2.2.1 any quotation given by Datel Advansys shall not constitute an offer, and is only valid for a period of 30 days from its date of issue;

    2.2.2 any order placed by a Customer other than under a Service Agreement will be an offer to purchase Hardware, Software;

    2.2.3 an order shall only be deemed to be accepted when Datel Advansys issues written acceptance of the Order at which point and on which date the Contract shall come into existence;

    2.2.4 no order submitted by the Customer shall be deemed to be accepted by Datel Advansys Limited unless and until confirmed in Writing by Datel Advansys Limited's authorised representative.

    2.2.5 the Customer shall be responsible to Datel Advansys for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Customer, and for giving Datel Advansys any necessary information relating to the Hardware, any Software and/or the Services within a sufficient time to enable Datel Advansys to perform the Standalone Contract in accordance with its terms.

    2.2.6 The quantity, quality and description of and specification for the Hardware and /or Software and description of and any specification for the Services shall be those set out in the Quotation.

    2.2.7 No order which has been accepted by Datel Advansys may be cancelled by the Customer except with the agreement in Writing of Datel Advansys and on terms that the Customer shall indemnify Datel Advansys in full against all loss (including loss of profit), costs, (including the cost of all labour and materials used), damages, charges and expenses incurred by Datel Advansys as a result of cancellation.

2.3 These Standard Terms set out the terms on which Datel Advansys will supply such Hardware, Software and Services to the Customer as may be agreed between the parties from time to time.

2.4 The provision of Hardware, Software and Services by Datel Advansys shall be subject to the terms and conditions of these Standard Terms together with any specific terms and conditions set out in the Service Agreement or any Standalone Contract. If there is any conflict or inconsistency between the terms of any Service Agreement or a Standalone Contract and the terms of these Standard Terms, the terms of the relevant Service Agreement or the Standalone Contract will prevail.

2.5 Datel Advansys employees or agents are not authorised to make any representations concerning the Hardware or the Software or any Services unless confirmed by Datel Advansys in writing. In entering into the Contract the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

3. STANDARDS OF SERVICES

3.1 In providing the Services Datel Advansys will:

    3.1.1 exercise reasonable skill and care in providing Services;

    3.1.2 comply with Good Industry Practice and all applicable laws; and

    3.1.3 comply with any service levels contained within the relevant Service Agreement.

3.2 Where Datel Advansys is providing Hardware and Software, the Customer acknowledges that such Hardware and Software is not manufactured by Datel Advansys and therefore Datel Advansys can give (to the extent permitted by law) no warranty in relation to such Hardware or Software, but Datel Advansys agrees it will endeavour to pass on to the Customer the benefit of any warranties or guarantees that the manufacturer or supplier of such Hardware or Software has passed to Datel Advansys.

3.3 Save as set out in any specific Service Agreement or any Standalone Contract, the warranties provided in this clause 3 are the only warranties given by Datel Advansys in relation to the Hardware, Software or Services and (to the extent permitted by law) no other undertaking, representation or warranty, express or implied (including without limitation the implied warranties or conditions as to satisfactory quality and fitness for purpose) is given in relation to the

Hardware, Software or Services.

3.4 Save as set out in any specific Service Agreement or any Standalone Contract, where the Services are provided by a third party, then Datel Advansys' obligations shall be limited to managing the provision of such Services by such third party.

3.5 The Customer will comply with the Customer Responsibilities set out in the Service Agreement or any Standalone Contract.

3.6 Any IPR arising from the performance of the Services will be owned by Datel Advansys. Subject to payment in full of the Fees from time to time, Datel Advansys hereby grants the Customer a non-exclusive, non-transferable non-sub-licensable, perpetual licence to use such IPR, for Customer's own internal business purposes.

3.7 The Customer agrees and acknowledges that, if there is any relevant transfer of employees to under the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) or such other similar legislation or if any person claims that there is such a transfer by reason of taking on the Services from a previous supplier of the Customer or the Customer itself, Datel Advansys will not be required to take on such employees and shall be entitled to terminate any contract with the relevant employees.

3.8 The Customer shall indemnify Datel Advansys in full for and against all claims, costs, expenses or liabilities whatsoever and howsoever arising incurred or suffered by Datel Advansys including without limitation all legal expenses and other professional fees (together with any VAT thereon) in relation to:

3.8.1 the termination by Datel Advansys of the employment of any employees whose contracts of employment transfer (or are claimed to transfer) to Datel Advansys from the Customer or the Customer's previous supplier; and

3.8.2 anything done or omitted to be done in respect of any of the employees whose contracts of employment transfer to (or are claimed to transfer) Datel Advansys from the Customer or the Customer's previous supplier which is deemed to have been done by the Customer or its previous supplier by virtue of the any employment regulations.

4.   PROVISION OF HARDWARE & SOFTWARE

4.1 Risk in the Hardware and any tangible Software will pass to the Customer upon delivery (and the Customer agrees that it will secure insurance in respect thereof).

4.2 The title to the Hardware which is being sold (rather than provided as part of a Service) shall not pass to the Customer until Datel Advansys has received in cash or cleared funds payment in full of the price of the Hardware and all other Hardware agreed to be sold by Datel Advansys to the Customer for which payment is then due. The Customer shall, until such time as title passes, store the Hardware separate and keep it clearly marked as the property of Datel Advansys (and shall take reasonable care of such equipment). Until such time as the title in the Hardware passes, Datel Advansys shall be entitled to enter onto any premises where such items are being stored and repossess the items.

4.3 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Hardware which remains the property of Datel Advansys, but if the Customer does so all monies owing by the Customer to Datel Advansys shall (without prejudice to any other right or remedy of Datel Advansys) forthwith become due and payable.

4.4 In respect of any Third Party Software purchased by the customer, the provision of such Third Party Software is subject to the terms of a third party software licence. Such licence will be entered into between the Customer and the provider of the Third Party Software, and will be provided by the provider of the Third Party Software

4.5 If as part of any Service Datel Advansys is to supply any Software on a rental basis, the provision of such Third Party Software is subject to the terms of a third party software licence (the terms of which can be found at www.dateladvansys.com and unless the licence to such Software is stated in the relevant Service Agreement to be perpetual, the licence shall terminate on the termination of the relevant Service. Such licence will be entered into between the Customer and the provider of the Third Party Software.

4.6 The Customer shall not be entitled to sub-licence, rent, lease or assign the Software without Datel Advansys' prior written consent. Where a password and/or username is provided to access Software, the Customer agrees that it shall ensure that such password and/or username is kept confidential and is not passed to third parties.

4.7   The Customer shall not be entitled to copy the Software except for reasonable data security purposes provided the same are kept in a secure manner and used for back-up purposes. The Customer will not copy, adapt, modify, decompile, reverse engineer or disassemble all or any part of the Software without the prior written consent of Datel Advansys, nor will it combine the whole or any part of the Software with any other program except with Datel Advansys' prior written consent except that the Customer may copy, adapt, modify, decompile, reverse engineer or disassemble the Software where this is reasonably necessary to obtain the information necessary to achieve the interoperability of the Software with another program and such information is not readily available from Datel Advansys or elsewhere.

4.8   Datel Advansys reserves the right, by giving notice to the Customer at any time before delivery of the Hardware or Software to increase the price of the Hardware, or Software to reflect any increase in the third party cost of the same to Datel Advansys.

4.9   If where the Customer wishes to finance the purchase of the Hardware, if the Customer's intention to finance the purchase of the Hardware proves unsuccessful or is frustrated, the Standalone Contract shall remain in full force and effect as between the Customer and Datel Advansys.

4.10   In a Standalone Contract, a licences for Software will continue in force for the duration set out in the Quotation.

4.11   Customer acknowledges that the Hardware support services set out in the Services are not provided directly by Datel Advansys but by a third party and are subject to restrictions, exclusions and limitations details of which will be provided on request and which may change from time to time. Datel Advansys' obligation to provide the Hardware support services set out in the Services is limited to the extent of the service that is provided by such third party.

4.12   The Customer shall indemnify Datel Advansys and shall keep Datel Advansys indemnified and shall hold Datel Advansys harmless in respect of any losses or expenses incurred by Datel Advansys as a result of the Software being obtained by any third party or through the breach by the Customer of these Standard Terms, any Standalone Contract or any Service Agreement or through the Customer's negligence.

5.   CUSTOMER MATERIALS

5.1   The Customer grants to Datel Advansys a non-exclusive licence to store, copy and otherwise use the Customer's Materials for the purposes of, providing the Services, fulfilling its other obligations under these Standard Terms, a Standalone Contract or a Service Agreement, and exercising its rights under these Standard Terms, a Standalone Contract or a Service Agreement.

5.2   Subject to Clause 5.1, all IPR in the Customer Materials will remain, as between the parties, the property of the Customer.

5.3   The Customer warrants to Datel Advansys that the Customer Materials, and their use by Datel Advansys in accordance with the terms of these Standard Terms, Standalone Contract or a Service Agreement, will not:

    5.3.1   breach any applicable laws, statutes, regulations or legally-binding codes;

    5.3.2   infringe any person's Intellectual Property Rights or other legal rights; or

    5.3.3   give rise to any cause of action against Datel Advansys or the Customer or any third party.

5.4   Where Datel Advansys reasonably suspects that there has been a breach by the Customer of the provisions of this Clause 5, Datel Advansys may:

    5.4.1   remove the relevant Customer Materials; and/or

    5.4.2   suspend any or all of the Services and/or the Customer's access to the Services while it investigates the matter.

5.5   The Customer agrees that it will indemnify Datel Advansys and keep Datel Advansys fully indemnified against any losses, claims, damages or expenses suffered or incurred by Datel Advansys arising out of or in connection with any breach of the provisions of this Clause 5 by the Customer.

6.   USE OF DATEL ADVANSYS SYSTEMS

6.1   Where the provision of Services allows the Customer (or its personnel) use of or access to Datel Advansys Systems, the Customer agrees that it will comply with the provisions of the Acceptable Use Policy.

6.2   The Customer shall not introduce or permit the introduction of any computer viruses (including trojan horses, worms, software bombs or similar items) into Datel Advansys Systems or in any way destroy, damage or corrupt any software or data on those systems.

6.3   The Customer agrees that Datel Advansys will be able to suspend provision of the Services which require access to

Datel Advansys Systems if the Customer is in breach of this Clause 6 or if Datel Advansys reasonably believes that it is necessary to suspend access to the Datel Advansys Systems to ensure the integrity of data held on Datel Advansys Systems (including but not limited to responding to a suspected malware or denial of service attack or similar event). Such suspension shall continue until such time as Datel Advansys reasonably believes that the circumstances giving rise to the initial suspension will no longer be applicable (and in the case of a breach of this Clause 6, this will require the Customer to provide a plan which is acceptable to Datel Advansys (acting reasonably) detailing how it will prevent any further breaches of this Clause 6.

6.4   Where Datel Advansys provides access to Software (other than Software which is a Customer Materials) through Datel Advansys Systems, it will be entitled to suspend access to such Software to the extent that the Customer is in breach of the terms of the licence (or terms of access) to such Software whilst it investigates such an incident.

7.   TERMINATION

7.1   Without prejudice to any other rights under these Standard Terms, a Standalone Contract or any Service Agreement, either party shall have the right at any time by giving notice in writing to the other party to terminate a Standalone Contract or any individual Service Agreement forthwith if that other party:

(a)   shall commit any material breach of its obligations hereunder (or in the case of an individual Service Agreement or Standalone Contract, its obligations under that Service Agreement or Standalone Contract) and in the case of any such breach which is capable of remedy, fails to remedy the same within 30 days of written notice of such breach; or

(b)   suspends, or threatens to suspend, payment of its debts or is unable to pay its debts; or goes into administration or liquidation either compulsorily or voluntarily (save for the purposes of solvent reconstruction or amalgamation); or the other party (being an individual) is the subject of a bankruptcy petition or order; of if a receiver or administrative receiver is appointed in respect of the whole or any part of its assets; or if either party makes an assignment for the benefit of or composition with its creditors generally; or if its ceases to trade; or threatens to do any of the aforementioned things; or if any analogous events occur with respect to either party in any jurisdiction to which it is subject.

7.2   For the purposes of Clause 7.1(a), a failure by the Customer to pay any sum within 30 days of the due date of payment shall constitute a material breach capable of remedy.

8.   EFFECT OF TERMINATION

8.1   On the termination of a Standalone Contract or any Service Agreement:

(a)   all rights and obligations of the parties under these Standard Terms, the Standalone Contract or the relevant Service Agreement shall automatically terminate except for such rights of action as shall have accrued prior to such termination, and those rights and obligations which by their nature survive such termination; and

(b)   Customer shall return or destroy any Datel Advansys confidential information (including without limitation any and all Software) and shall certify that it has done so.

8.2   Datel Advansys will be entitled to terminate any other Standalone Contract and/or any individual Service Agreements in place between it and the Customer at that time by giving written notice to the Customer, if Datel Advansys exercises its rights to terminate a Standalone Contract or any individual Service Agreement pursuant to Clause 7 above.

9.   LIMIT OF LIABILITY

9.1   Nothing in these Standard Terms, a Standalone Contract or any Service Agreement shall be construed as excluding or limiting either party's liability to the other for:

(a)   death or personal injury resulting from negligence;

(b)   to the extent that Hardware are supplied, breach of any condition as to title or quiet enjoyment implied by the Sale of Goods Act 1979 or the Supply of Goods and Services Act 1982;

(c)   for fraud (including without limitation fraudulent misrepresentation); and/or

(d)   (in the case of the Customer's liability), payment of Fees.

9.2   Whether or not it has been advised of the possibility, Datel Advansys shall not be liable to the Customer under or in relation to these Standard Terms, a Standalone Contract or any Service Agreement (whether arising in tort (including

negligence), breach of contract, breach of statutory duty or otherwise) for any:

    (a)   loss of sales;

    (b)   loss of profit;

    (c)   loss of capital;

    (d)   loss of turnover;

    (e)   loss of bargain;

    (f)   loss of opportunity;

    (g)   loss of use of computer equipment;

    (h)   loss of data;

    (i)   loss of time; and/or

    (j)   indirect, special or consequential loss.

9.3   Subject to Clauses 9.1 and 9.2, Datel Advansys' total liability in relation to any Standalone Contract (whether arising in tort (including negligence), breach of contract, breach of statutory duty or otherwise) shall be limited to the Fees payable under that Standalone Contract.

9.4   All dates and time-scales given to the Customer are estimates only and while Datel Advansys shall use its reasonable endeavours to meet such dates and time-scales, Datel Advansys shall not be liable for any loss or damage whatsoever arising from any failure to do so, the risk of which has not been reflected in the price. If at any time Datel Advansys considers that it may not be able to comply with such dates and time-scales it will promptly notify the Customer of the revised dates and time-scales.

9.5   In relation to items of Hardware or Software provided by a third party, the Customer acknowledges that it must rely entirely on the guarantees and warranties which may have been given by a third party manufacturer, or software provider to Datel Advansys, which Datel Advansys will endeavour to pass on to the Customer. To the extent that any of the Services or Software are provided by third parties, Datel Advansys' liability in respect thereof will be limited to such sums as it recovers from the relevant provider.

9.6   Datel Advansys will have no liability to the Customer for any defective or non-performance of its obligations under the Standard Terms, a Standalone Contract or any Service Agreement to the extent that such defective or non-performance is caused by or contributed to an act or omission of the Customer (including but not limited to the Customer failing to comply with the Customer's Responsibilities).

10.   FEES

10.1   The Customer shall pay the Fees to Datel Advansys. In addition to the Fees, Datel Advansys shall be entitled to charge the Customer any applicable duties and for its reasonable expenses.

10.2   The Customer shall pay Datel Advansys' invoices on the date specified for payment in the Service Agreement, but if no date is specified (or in the case of a Standalone Contract) then 30 days from the date of each such invoice (7 days for Hardware Fees and Software Fees). Invoices shall be settled in pounds sterling unless otherwise agreed. Notwithstanding the aforesaid, Hosting Fees (as identified in a Service Agreement or a Standalone Contract) shall be payable quarterly in advance.

10.3   Fees are exclusive of VAT for which the Customer shall be additionally liable.

10.4   If any sum payable under these Standard Terms, a Standalone Contract or any Service Agreement is not paid within 14 days after the due date, then (without prejudice to Datel Advansys' other rights and remedies) Datel Advansys reserves the right to suspend the performance of the Services and/or supply of any Hardware or Software (in each case under that Standalone Contract or Service Agreement and any other Standalone Contract or Service Agreement in place between the parties at such date) and/or charge interest on such sum on a day to day basis (as well as before any judgement) from the due date to the date of payment at the rate of 2% above the base rate of the Royal Bank of Scotland from time to time.

10.5   The Customer shall not be entitled to any refund of charges or to make any set off against sums payable by it.

11.   DATA PROTECTION

11.1   The Customer warrants that it has the legal right to disclose all personal data that it does in fact disclose to Date

Advansys under or in connection with the Standard Terms, a Standalone Contract or any Service Agreement.

11.2 If Datel Advansys processes Customer Personal Data, the parties agree that Datel Advansys is to be the processor and the Customer is the controller of such Customer Personal Data. Appendix 1 sets out the subject-matter and duration of the processing of the Customer Personal Data, the nature and purpose of the processing, the type of personal data and the categories of data subjects. The parties may amend Appendix 1 from time to time by written agreement.

11.3 Each party shall comply with its obligations under applicable Data Protection Legislation and the Customer warrants and undertakes that the Customer shall not instruct Datel Advansys to process the Customer Personal Data where such processing would be unlawful.

11.4 Subject to Clause 11.5 below, Datel Advansys shall process the Customer Personal Data only in accordance with the Customer's documented instructions and shall not transfer the Customer Personal Data outside of the European Economic Area without the Customer's consent. For the avoidance of any doubt, any configuration of the service by the Customer shall constitute 'documented instructions' for the purpose of this clause.

11.5 Datel Advansys may process the Customer Personal Data other than in accordance with the Customer's documented instructions where required to do so by applicable law provided that Datel Advansys shall notify the Customer of such legal requirement before such processing (unless it is prohibited to so by applicable law on important grounds of public interest).

11.6 Datel Advansys shall ensure that individuals engaged in the processing of the Customer Personal Data under the Agreement are subject to obligations of confidentiality in respect of such personal data.

11.7 Datel Advansys shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk involved in processing the Customer Personal Data pursuant to the Agreement. The security measures are set out in Appendix 2 and the Customer acknowledges that the Customer has reviewed such security measures and considers them appropriate in the context of the processing of the Customer Personal Data as anticipated by the Agreement.

11.8 Datel Advansys may engage such other processors ("**Sub Processors**") as Datel Advansys considers reasonably appropriate for the processing of the Customer Personal Data in accordance with the terms of the Agreement (including in connection with support, maintenance and development, staff augmentation and the use of third party data centres) provided that Datel Advansys shall notify the Customer of the addition or replacement of such Sub Processors and the Customer may, on reasonable grounds, object to a Sub Processor by notifying Datel Advansys in writing within 5 days of receipt of Our notification, giving reasons for the Customer's objection. The parties shall work together to reach agreement on the engagement of Sub Processors. Datel Advansys shall require all Sub Processors to enter into an agreement of equivalent effect to the terms contained in Clause 11.4 to 11.7.

11.9 If Datel Advansys discovers a Personal Data Breach, it shall notify the Customer as soon as reasonably practicable (and shall use its reasonable endeavours to make such notification within 48 hours) and shall assist the Customer to the extent reasonably necessary in connection with notification to the applicable supervisory authority and data subjects, taking into account the nature of processing and the information available to Datel Advansys.

11.10 If a data subject exercises its rights under applicable Data Protection Legislation against the Customer, Datel Advansys shall use reasonable commercial efforts, to assist the Customer in fulfilling the Customer's obligations as controller following a written request from the Customer provided that Datel Advansys may charge the Customer on a time and materials basis in the event that Datel Advansys consider, in its reasonable discretion, that such assistance is onerous, complex, frequent or time consuming.

11.11 If the Customer considers that the processing of personal data performed pursuant to the Agreement requires a privacy impact assessment to be undertaken, following written request from the Customer, Datel Advansys shall use reasonable commercial endeavours to provide relevant information and assistance to the Customer to facilitate such privacy impact assessment. Datel Advansys may charge the Customer for such assistance on a time and materials basis.

11.12 Unless otherwise required by applicable law, following termination or expiry of the Agreement Datel Advansys shall, at the Customer's option, delete or return all the Customer Personal Data and all copies thereof to the Customer.

11.13 Where requested by the Customer, Datel Advansys shall make available all information reasonably necessary to demonstrate its compliance with the foregoing Clauses 11.4 to 11.12 inclusive and where reasonably requested by the Customer (and on reasonable notice) shall contribute to audits undertaken by the Customer and/or allow the Customer to inspect records held by Datel Advansys in relation to the processing of personal data.

11.14 If Datel Advansys considers that the Customer's instructions relating to processing of the Customer Personal Data under the Agreement infringes Data Protection Legislation, Datel Advansys shall inform the Customer and, in such circumstances, the Customer shall re-assess the Customer's instructions and Data Protection Legislation. Datel Advansys shall not be obliged to process any of the Customer Personal Data until the Customer notifies Datel Advansys that the Customer's instructions are non-infringing or amends its instructions to make them non-infringing and notifies

Datel Advansys accordingly.

12. CHANGE CONTROL

12.1 The provisions of this Clause 12 apply to all Changes requested by a party.

12.2 Either party may request a Change at any time.

12.3 When requesting a Change, the requesting party will notify the other party and provide a CR. The CR will set out (as a minimum):

    12.3.1 details of the impact on the Services;

    12.3.2 details of any additional resources expected to be required as a result of the Change; and

    12.3.3 details of any variation to the Fees consequent upon the Change (but the parties shall consider the availability of any Technical Consultancy Units available under any Service Agreement that may be in force).

12.4 The other party will consider any proposed Change within the CR Consideration Period.

12.5 Either party may:

    12.5.1 accept or reject a CR issued by the other party;

    12.5.2 request further information concerning any aspect of a CR issued by the other party; and/or

    12.5.3 request amendments to a CR issued by the other party.

12.6 Following agreement of a CR, each party will confirm its agreement to the CR by:

    12.6.1 signing a copy of the CR and sending the signed CR to the other party; or

    12.6.2 otherwise sending its written acceptance of the CR to the other party.

12.7 Until a CR recording a proposed Change has been agreed in writing by each party, the proposed Change will not take effect.

13. FORCE MAJEURE

Notwithstanding anything to the contrary in the Standard Terms, a Standalone Contract or any Service Agreement neither party hereto shall be liable to the other party for any failure or delay in performance of its obligations hereunder due to reasons of fire, flood, aircraft damage, explosion, electrical failure, strikes, lockouts, riots, civil commotion, war, state of national emergency, refusal of licence or other Government act or any cause whatsoever (whether or not of a similar nature to the foregoing) which is not within the control of either party within a reasonable period of time of the occurrence of any other of the events mentioned above.

14. CONFIDENTIAL INFORMATION

14.1 Datel Advansys shall not use or disclose to any person (other than to those employees who need to know the same) any confidential information concerning the products, customers, business, accounts, finance or contractual arrangements or other dealings, transactions or affairs of the Customer which may come to Datel Advansys knowledge. Datel Advansys shall ensure that its employees, agents and contractors are aware of and comply with the confidentiality obligations contained in this Clause 14.

14.2 Customer shall not use or disclose to any person (other than to those employees who need to know the same) any confidential information concerning the products (including, without limitation, the Software), business, accounts, finance or contractual arrangements or other dealings, transactions or affairs of Datel Advansys or its licensors which may come to Customer's knowledge. Customer shall ensure that its employees, agents and contractors are aware of and comply with the confidentiality obligations contained in this Clause 14.

14.3 The provisions of this Clause 14 shall not apply to any information which is already public knowledge or becomes so at a future date (otherwise than as a result of breach of any obligation of confidentiality) or which was rightfully in possession of the recipient prior to commencement of the relationship between the parties or which is required to be

disclosed pursuant to a court order or other statutory or regulatory obligation.

14.4 The provisions of this Clause 14 shall survive termination of a Standalone Contract or any Service Agreement.

15. ASSIGNMENT

The Customer shall not assign or otherwise transfer any of its rights and obligations under a Standalone Contract or any Service Agreement without the prior written consent of Datel Advansys.

16. STAFF RECRUITMENT

Both parties hereby agree that for the period of any Standalone Contract or Service Agreement and for 6 months after its termination or expiry for any reason, neither party shall employ or seek to offer employment to any employees of the other party save by mutual written consent. This restriction shall apply in the same manner to any employees of either party who have been in the employment of that party during the preceding 6 months.

17. MISCELLANEOUS PROVISIONS

17.1 These Standard Terms, any Standalone Contract and any Service Agreement supersedes any prior agreements, arrangements and undertakings between the parties in relation to the subject matter thereof and constitutes the entire agreement between the parties relating to such subject matter.

17.2 If any part or provision of these Standard Terms, a Standalone Contract or any Service Agreement is prohibited or rendered void or unenforceable, the validity or enforceability of any other part or provision of these Standard Terms, the Standalone Contract or any Service Agreement shall not thereby be affected and such part or provision will be deemed to be reinstated to reflect the intentions of the parties in accordance with applicable law. Each and every provision of these Standard Terms or any Service Agreement or Standalone Contract that provides for a limitation of liability, disclaimer of warranties or exclusion of damages is intended by the parties to be severable and independent of any other provision and to be enforced as such. In the event that any remedy under these Standard Terms or any Service Agreement or Standalone Contract is determined to have failed of its essential purpose, all limitations of liability and exclusions of damages set out in these Standard Terms or any Service Agreement or Standalone Contract shall remain in full force and effect.

17.3 No failure or delay on the part of Datel Advansys to exercise any right or remedy under these Standard Terms, a Standalone Contract or any Service Agreement shall be constructed or operated as a waiver hereof nor shall any single or partial exercise of any right or remedy as the case may be.

17.4 Any notice required or permitted to be given hereunder shall be given in writing and be considered properly given if served personally by the party giving notice or if sent by such party by pre-paid registered or recorded delivery letter or by fax to the address/number of the other party specified in a Service Agreement (or in the case of a Standalone Contract a party's registered office) or to such other address/number as the addressee shall from time to time have furnished in writing to the addresser for that purpose or by e-mail to the e-mail address given to that party from time to time in writing. Any notice personally delivered to such address shall be deemed to have been given on the date of its delivery and any notice sent by prepaid registered or recorded delivery post shall be deemed to have been given on the third working day following the posting of the same and any notice given by fax or e-mail shall be deemed to have been given on the day on which it is transmitted.   Notwithstanding the foregoing, the parties agree that any notices relating to any breach or alleged breach of a Standalone Contract or a Service Agreement (or negligence relating to a Standalone Contract or a Service Agreement), any claim that may be made under or relating to this a Standalone Contract or a Service Agreement or relating to the termination of a Standalone Contract or a Service Agreement may not be given by e-mail or similar electronic format.

17.5 No term of these Standard Terms, a Standalone Contract or any Service Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to these Standard Terms or any Service Agreement. Notwithstanding the aforesaid any third party that has licensed the use of any of the Software to Datel Advansys shall be entitled to enforce the benefit of these Standard Terms or any relevant Service Agreement in respect of such Software (but the parties will not require the consent of such third party to vary or rescind these Standard Terms, a Standalone Contract or any Service Agreement).

18. DISPUTES

18.1 The parties will first try to resolve any non-technical dispute relating to these Standard Terms, a Standalone Contract or any Service Agreement by negotiation between senior executives of the parties. If the matter is not resolved, the parties agree to consider resolving the dispute by an Alternative Dispute Resolution (ADR) procedure using the services of the Centre for Dispute Resolution (CEDR), 3-5 Norwich Street, London EC4A 1EJ. If either party is not willing to accept an ADR procedure then the forum for the settling of any disputes under these Standard Terms, a Standalone

Contract or any Service Agreement shall be the English Courts.

18.2   This Clause 18.2 shall not prevent either party from seeking injunctive or interim relief.

19.   **GOVERNING LAW**

These Standard Terms and any Service Agreement or Standalone Contract shall be governed and construed in all respects in accordance with the laws of England. Any dispute which may arise between the parties concerning the Standard Terms or any Service Agreement or Standalone Contract shall be determined by the English Courts and subject to Clause 18 the parties hereby submit to the exclusive jurisdiction of that Court for such purpose.

20.   **CUSTOMER RESPONSIBILITIES**

20.1   For the avoidance of doubt the Customer is responsible for insurance of all Hardware from the date of delivery.

20.2   The Customer will supply relevant information and consumable items upon request acting reasonably to enable Datel Advansys to perform its obligations under the Service Agreement or any Standalone Contract. For the avoidance of doubt Datel Advansys shall not be liable for any failure under this Agreement to the extent the same is caused by the Customer failing to comply with the terms of this Clause.

APPENDIX 1 – DETAILS OF PROCESSING

Subject-matter of the processing of the Customer Personal Data:

- Datel Advansys processes the Customer Personal Data for the purpose of providing the services specified in the Agreement.

- Datel Advansys process the Customer Personal Data for the purpose of providing IT support services.

Duration of the processing of the Customer Personal Data:

- During the Term of the Agreement. After termination or expiry of the Agreement the data may be returned to the Customer or deleted at the Customer's option.

Nature of processing	Purpose of Processing	Type of Personal Data	Categories of data subject
Provide a secure environment for specific sites or users to access the services as defined in Attachment 1 of the platform as a service Agreement	Monitoring, management of the environment to ensure availability and security as defined in Attachment 2 of the platform as a Service Agreement"	Any personal data held within the environment	Employee, customer and supplier details as may be stored on the platform from time to time by the Data Controller

APPENDIX 2 - SECURITY STANDARDS

Datel Advansys undertakes that all security management will be handled in line with its Business Management System which is certified to ISO27001:2013