

Business Customers Terms & Conditions

BETWEEN:

(1) JamCrackers (UK) a company registered in United Kingdom (UK) whose registered office is at 68b North Street, Leighton Buzzard, Bedfordshire, LU7 1EN. Company Number 7598261

(2) The Client

WHEREAS:

(1) JamCrackers (UK) is engaged in the business of providing IT products IT support services and web design and has reasonable skill, knowledge, qualifications and experience in that field.

(2) The Client wishes to engage JamCrackers (UK) to provide products, design and support services subject to, and in accordance with, the terms and conditions of this Agreement.

(3) JamCrackers (UK) wishes to accept such engagement and shall provide the Products, Designs and Support Services to the Client subject to, and in accordance with, the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

- **“Acceptable Delay Time”** means the time by which the Response Time may be exceeded by the JamCrackers under Clause 9.5. for reasonable reasons including, but not limited to, unavoidable delays in travel time;
- **“Agreement Review”** means a review of this Agreement which will be conducted in accordance with Clause 9.4. at the intervals specified in that Clause;
- **“Business Hours”** means the business hours of the Service Provider which shall be 09:00 – 5:30 Monday to Friday (Excluding Bank Holidays or Public Holidays);
- **“Client’s Representative”** means Contact who shall be responsible for liaising with Jamcracker’s Representative in accordance with Clause 9, or such other person who the Client may from time to time nominate;
- **“Client’s Management Representative”** means Contact who shall be responsible for liaising with Jamcracker’s Management Representative in accordance with Clause 9.4. or such other person who the Client may from time to time nominate;
- **“Client’s Performance Representative”** means Contact who shall be responsible for the monitoring of the provision of the Support Services in accordance with the Service Levels under Clause 8, or such other person who the Client may from time to time nominate;
- **“Contract”** has the meaning given in clause 2.
- **“Client”** means the person, firm or company receiving the Products and/or Services as identified in the Order and a reference to “You” or “Your” shall be construed accordingly

- **“Data Protection Schedule”** means the Schedule to these General entitled “Data Protection Schedule”
- **“Deliverables”** means the deliverables and/or output of the Services as described in the Order
- **“Delivery Location”** has the meaning set out in clause 6.2
- **“Effective Date”** has the meaning given in clause 2.2
- **“End User Licence Agreement”** means the licence agreement between a software provider (or its nominated licensing body) regarding that part of the Products which includes software and which You are required to enter into prior to using the software
- **“Fees”** means the fees payable by the Client to the Service Provider in accordance with Clause 5 and Schedule 2;
- **“Force Majeure Event”** has the meaning given in clause 19.
- **“Intellectual Property Rights”** means patents, rights to inventions, copyright and related rights, trade marks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, moral rights, rights in confidential information (including without limitation know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered, and including without limitation all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world
- **“Issue Level”** means the severity level of a Support Request as defined in Clause 9.5.1.
- **“General Terms and Conditions”** means the conditions set out in this document
- **“JamCrackers ” or “Us” or “Our” or “We”** means JamCrackers (UK), a company registered in England & Wales whose registered office is at 68b North Street, Leighton Buzzard, Bedfordshire, LU7 1EN. Company Number 7598261
- **“Order”** means our quotation document detailing the Products and/or Services to be provided to You
- **“Penalty Fee”** means a sum payable by JamCrackers to the Client as a penalty for failure to meet the required Service Levels in accordance with the provisions of Clause 9.5.
- **“Performance Report”** means a report detailing the performance of the Support Services in relation to the Service Levels, prepared in accordance with the provisions of Clause 9.5.
- **“Privacy and Data Protection Requirements”** means the Data Protection Act 1998 (until repealed), the Data Protection Directive (95/46/EC) (until repealed) and, from 25 May 2018, the General Data Protection Regulation 2016/679 (“GDPR”) or any equivalent provision which may replace the GDPR following the formal political separation of the United Kingdom of Great Britain and Northern Ireland from the European Union, 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 applicable laws and regulations which may be in force from time to time relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or any other supervisory authority, and the equivalent of any of the foregoing in any relevant jurisdiction

- **“Products”** means the products supplied by Us to You as detailed in each Order and, if applicable, the relevant Schedule or Specification (if any)
- **“Response Time”** means the time within which the Service Provider must respond to a Support Request as set out in Clause 9.5.
- **“Schedule”** means the Schedule which contains terms and conditions that apply specifically to the Products and/or Services to which that Schedule relates and/or the Data Protection Schedule
- **“Services”** means the services, including the Deliverables, supplied by Us to You as set out in each Order and, if applicable, the relevant Schedule or Specification (if any)
- **“Service Levels”** means the agreed levels to which the Service Provider’s performance in providing the Support Services must adhere as set out in the negotiated Schedule (attached as appropriate) and Clause 9.5. and shall include the Service Provider’s compliance with the Issue Levels and corresponding Response Times set out in Clause 8;
- **“Our Representative”** means *JamCrackers Employee* who shall be responsible for liaising with the Client’s Representative in accordance with Clause 9.5, or such other person who the Service Provider may from time to time nominate;
- **“Our Management Representative”** means, Director/Manager who shall be responsible for liaising with the Client’s Management Representative in accordance with Clause 9.5, or such other person who the Service provider may from time to time nominate;
- **“Our Performance Representative”** means *Director/Manager* who shall be responsible for the monitoring of the provision of the Support Services in accordance with the Service Levels under Clause 9.5. or such other person who we may from time to time nominate;
- **“Specification”** means any specification for the Products or Services, including any relevant plans or document agreed in writing by You and Us
- **“Specified Equipment”** means the computer software and hardware to which the Support Services shall apply as set out in negotiated Schedule (attached as appropriate);
- **“Support Request”** means a request for Support Services submitted by the Client to the Service Provider by means of E-mail, or Telephone
- **“System”** means Your information technology system including hardware, software, operating systems and interfaces (if any)
- **“Term”** means the term of the Contract as specified in the Order or the relevant Schedule that relates to that Product or Service
- **“VAT”** means Value Added Tax chargeable under English law for the time being and any similar additional tax.

1.2 Unless the context otherwise requires, each reference in this Agreement to:

1.2.1. A “person” includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person’s personal representatives, successors and permitted assigns, words in the singular shall include the plural and in the plural shall include the singular and a reference to one gender shall include a reference to the other genders.

1.2.2. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.2.3. "This Agreement" is a reference to this Agreement and each of the Schedules as amended or supplemented at the relevant time;

- a Schedule is a schedule to this Agreement; and
- a Clause or paragraph is a reference to a Clause of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule.
- "writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;

1.2.4. Any words following the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.2.5. Any reference to "parties" is a reference to the parties in this Agreement and a "party" shall mean either party as the context permits.

1.2.6. The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.

2. CONTRACT TERMS

2.1 Each Order for the supply of Products, Design and/or Services shall be a separate contract between You and Us ("Contract") which shall incorporate the terms in the following document the Order;
the relevant Schedule(s) for those Products, Designs and/or Services as specified in the Order; and
these General Terms and Conditions.

2.2. Each purchase order or request for Our Products, Designs and/ or Services (or any document of equivalent nature, other than the Order) shall constitute an offer by You to receive the Products and/or Services. If We choose to accept Your offer then We will typically send to you the Order at which point the Contract will be formed between You and Us.

2.3 For purchasing products, the date of the Order shall be the "Effective Date". Where We receive Your purchase order and commence work without sending an Order to You, the Contract will be formed on the date of Your purchase order and that date shall be the Effective Date.

2.4. For Design and Support Services the Agreement will come into force on the Commencement Date Agreed with the client and shall continue in force for an initial Term of 12 months from that date, subject to the provisions of Clauses 9.5. and 13.

2.5. Subject to the Agreement Review provisions of Clause 9.5, the Term of this Agreement may be renewed for further periods of 3 months (which shall thereafter be defined as part of the Term).

2.6. Each purchase order for Support Services will be subject to the conditions set out in Clauses 2 and 9.

2.7. Any terms that You seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing, shall be excluded from the Contract. This applies even where We commence work following receipt of Your purchase order.

2.8. Any error or omission in Our sales literature, quotations or other document issued by Us shall be subject to correction without liability on Our part.

2.9. You shall be responsible for ensuring the accuracy of the Order and for giving all relevant information concerning the Products and/or Services to Us

2.10. If there is a conflict or inconsistency between some or all of the documents which make up the Contract, the order of priority for interpretation shall be as set out in clause 2.1.

3 YOUR OBLIGATIONS

3.1 You shall:

3.1.1 co-operate with Us in relation to the provision of the Services and supply of the Products;

3.1.2 ensure that the terms of the Order are complete and accurate when the Order is delivered to You and in any event before the commencement of the Services or the dispatch of the Products;

3.1.3 provide Us and Our employees, agents and subcontractors with access to Your premises, office accommodation and other facilities as We may reasonably require in order to deliver the Products and provide the Services;

3.1.4 provide Us with such information and materials as We may reasonably require to supply the Products and/or the Services, and ensure that such information is accurate in all material respects;

3.1.5 comply with the manufacturer's recommendations regarding the Products and Deliverables (if any);

3.1.6 grant to JamCrackers (UK) a royalty free, non exclusive, non transferrable licence to use Your software, documentation, processes, procedures and data but solely to the extent necessary for the provision of the Products and/or Services;

3.1.7 prepare Your premises for the delivery of the Products and supply of the Services; and

3.1.8 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start.

3.2 If We are unable to perform any of Our obligations in respect of the Contract due to any act or omission by You then We shall have the right to suspend delivery of the Products or performance of the Services until such time as the said issues are resolved to Our reasonable satisfaction.

4 CHARGES AND PAYMENTS

4.1 The price of the Products shall be set out in the Order. The price of the Products is inclusive of all costs and charges for packing, insurance and transport of the Products but any unforeseen costs may be added to Our invoice for the Products as appropriate.

4.2 Unless there are contrary provisions in a Schedule regarding payment or unless different payment terms have been agreed between the parties in writing, then in respect of the Products, We shall raise an invoice on or at any time after delivery of the Products. If You fail to take delivery of the Products, We shall be entitled to raise an invoice at any time after We have notified You that the Products are ready and available for delivery;

4.3 In relation to services and design the charges will be set out in the Order and The Client shall pay the Fees to Us in accordance with the provisions of negotiated Schedule (attached as appropriate) as consideration for the Support Services provided by Us in accordance with the terms and conditions of this Agreement.

4.4 In the event that new Specified Equipment is procured by the Client during the Term of this Agreement, we shall have the right to increase the Fees proportionately and may request a meeting under Clause 9.4. to review such Fee changes.

4.5 Where specified in the Order, and where these expenses are outside of the normal costs of visits to Your offices, we shall be entitled to charge You for any significant expenses reasonably incurred by the individuals whom We engage in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and as required by Us for the performance of the Services, the cost of services provided by third parties and the cost of any materials.

4.6 All payments required to be made pursuant to this Agreement by either Party shall be made within 14 days of the date of the relevant invoice in Pounds Sterling in cleared funds to such bank in Barclays PLC as the other Party may from time to time nominate, without any set-off, withholding or deduction except such amount (if any) of tax as that Party is required to deduct or withhold by law.

4.7 Where any payment pursuant to this Agreement is required to be made on a day which is not a Business Day, it may be made on the next following Business Day.

4.8 If either Party fails to pay on the due date any amount which is payable to the other pursuant to this Agreement then, without prejudice to and notwithstanding Clause 13, that amount shall bear interest from the due date until payment is made in full, both before and after any judgment, at a rate of 5% per annum over the Bank of England base rate from time to time in force.

4.9 Should there be outstanding invoices We may suspend the supply of Products and/or Services in this Contract (and any other contracts that We have with You) until all outstanding invoices are paid;

4.10 All amounts and fees stated in the Order are exclusive of VAT which shall be added to Our invoices at the current rate.

4.11. If You dispute the validity of any invoice, You shall notify Us in writing within 5 days of receipt of such invoice. You will still be obliged to pay any undisputed part of the invoice in accordance with the payment terms set out in clause 4.6. We will work with You to resolve the dispute as set out in Clause 21.

5 PRODUCTS

5.1 The Products will, on delivery, be as described in the Order and as modified by any applicable Specification.

5.2 To the extent that the Products are to be developed or manufactured in accordance with Your specific requirements supplied by You to Us, You shall indemnify Us against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by Us in connection with any claim made against Us for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with Our use and reliance upon Your requirements or Your contribution to the Specification. This clause 5.2 shall survive cancellation or termination of the Contract.

5.3 We reserve the right to amend the Specification if required by any applicable statutory or regulatory requirements.

6 DELIVERY OF PRODUCTS

6.1 We (or Our nominated third party supplier) shall ensure that delivery of the Products is accompanied by a delivery note which shows the date of the Order, all relevant Customer and JamCrackers reference numbers, the type and quantity of the Products and special storage instructions (if any).

6.2 Unless agreed otherwise in the Order, We (or Our nominated third party supplier) shall deliver and install (where appropriate) the Products to the location set out in the Order or such other location as the parties may agree ("Delivery Location").

6.3 Delivery of the Products shall be completed on the Products' arrival and installation (where appropriate) at the Delivery Location.

6.4 Any dates quoted for delivery of the Products are approximate only, and the time of delivery is not of the essence. We shall not be liable for any delay in delivery of the Products that is caused by a Force Majeure Event or Your failure to provide Us with adequate delivery instructions, access or any other instructions that are relevant to the supply of the Products.

6.5. If You fail to accept or take delivery of the Products within 5 Business Days of Us notifying You that the Products are ready for delivery, then except where such failure or delay is caused by a Force Majeure Event or by Our failure to comply with Our obligations under the Contract in respect of the Products, We shall be entitled to:

6.5.1 redeliver the Products to the Delivery Location at such reasonable time as We shall set; and/or

6.5.2 store the Products until delivery takes place and charge You for all related costs and expenses (including insurance).

6.6. If You fail to take delivery of the Products within 10 Business Days after We (or Our nominated third party supplier) have notified You that the Products are ready for delivery, We may resell or otherwise dispose of part or all of the Products. If You have paid for the Products in advance, We can deduct reasonable storage and selling costs and account to You for any excess over the price of the Products or charge You for any shortfall below the price of the Products.

6.7. We (or Our nominated third party supplier) may deliver the Products by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle You to cancel any other instalment.

6.8. Each Product shall be supplied subject to the manufacturer's published specification and shall only be subject to amendment if the parties have agreed to such amendment in the Order. We reserve the right to make changes to the Products where necessary to comply with any legal requirements and which do not materially affect quality or performance.

6.9. Where the Products are or include software, that software shall be licensed to You on the terms of the End User Licence Agreement between You and the software developer or licensing body. You acknowledge and agree that We are not able to grant any rights regarding that software. By entering into the Contract, You warrant to Us that You will observe and perform all obligations and restrictions imposed upon You by the End User Licence Agreement. You shall indemnify Us against all losses, damages, claims and expenses (including reasonable professional fees) incurred directly or indirectly by Us as a result of Your failure to observe or perform the obligations and restrictions contained in the End User Licence Agreement.

7 TITLE AND RISK

7.1. The risk in the Products and/or Deliverables shall pass to You on completion of delivery and installation (where appropriate).

7.2. Title to the Products and/or Deliverables shall not pass to You until We receive payment in full (in cash or cleared funds) for the Products and/or Deliverables and any other products that We have supplied to You in respect of which payment has become due.

7.3. Until title has passed to You, You shall:

7.3.1 hold the Products and/or Deliverables on a fiduciary basis as Our bailee;

7.3.2 take all reasonable steps to store the Products and/or Deliverables safely and in such a way that they can be identified as Our property should We exercise Our right to recover the Products and/or Deliverables;

7.3.3 maintain the Products and/or Deliverables in satisfactory condition, and keep them insured against all risks for their full price on Our behalf from the date of delivery;

7.3.4 notify Us immediately if You become subject to any of the events listed in clause 15.3.2; and

7.3.5 give Us such information relating to the Products and/or Deliverables as We may require from time to time.

7.4. If You fail to comply with Your obligations in clause 7.3 or if You become subject to an event described in clause 16 then We may at Our absolute discretion recover the Products and/or Deliverables from You and You grant Us permission to enter Your premises or any premises where the Products and/or Deliverables are located in order to recover them.

8 WARRANTIES

8.1. We warrant that, on delivery, the Products and/or Deliverables shall conform in all material respects with their description (and any applicable Specification).

8.2. You acknowledge that, unless We have specified to the contrary in the Order, We do not customise or develop the Products and are simply acting as a reseller. Where the Products have the benefit of a warranty granted by the manufacturer We will use reasonable endeavours to transfer to You the benefit of such warranties.

8.3. In order to make a valid claim regarding a Product or Deliverable that fails to comply with the warranty in clause 8.1:

8.3.1. You must give Us notice in writing within 3 Business Days of discovery that some or all of the Products and/or Deliverables do not comply with the warranty set out in clause 8.1;

8.3.2. We must be given a reasonable opportunity of examining such Products or Deliverables; and

8.3.3. at Our request, You must return such Products and/or Deliverables to Our place of business.

8.4. We shall not be liable for the Products' and/or Deliverables' failure to comply with the warranty in clause 8.1 if:

8.4.1 You make any further use of such Products and/or Deliverables after giving Us notice in accordance with clause 8.3.1;

8.4.2 the defect arises because You or Your employees, agents or subcontractors failed to follow the instructions regarding storage, installation, commissioning, use or maintenance of the Products and/or Deliverables;

8.4.3 You alter or repair such Products and/or Deliverables without Our prior written consent; or

8.4.4 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.

8.5. We warrant to You that the Services shall be provided using reasonable care and skill.

8.6. In order to make a valid claim regarding Services that fail to comply with the warranty in clause 8.5:

8.6.1 You must give Us notice in writing within 3 Business Days of discovery that some or all of the Services do not comply with the warranty set out in clause 8.1; and

8.6.2 You must give Us a reasonable opportunity to investigate the matters giving rise to the claim.

8.7 Where a valid warranty claim is presented and upheld by Us, Our obligations arising under a breach of clause 8.1 or clause 8.5 shall be limited to:

8.7.1 repairing or replacing the defective Products and/or Deliverables or refunding the price of the defective Products or that part of the price that relates to the Deliverables; and

8.7.2 re performing the Services or refunding the price of those defective Services.

8.8 Except as provided in this clause 8, We shall have no liability to You in respect of the Products' and/or Deliverables' failure to comply with the warranty set out in clause 8.1 or the Services' failure to comply with 8.5.

8.9 All other warranties that are implied by statute, regulation or by custom and practice are excluded from the Contract.

8.10 The terms of this clause shall apply to any repaired or replacement Products and/or Deliverables and any re performed Services supplied by Us under clause 8.

9 SUPPORT SERVICES

9.1 JamCrackers shall provide the Support Services to the Client in accordance with these terms and the provisions of Clause 9 and the negotiated Schedule(s) (Attached as appropriate) and in accordance with the required Service Levels set out in Clause 9.5. and negotiated Service Level Schedule (attached as appropriate).

9.1.1 We shall perform our obligations under this Agreement in a reasonable and timely manner in accordance with the provisions of this Agreement.

9.1.2 We shall provide the Client with such information and advice in connection with the Support Services and the provision thereof as the Client may, from time to time, reasonably require both before and during the provision of the Support Services.

9.1.3 We shall use reasonable endeavours to keep the Client informed of any special requirements applicable to the rendering of the Support Services. To the extent necessary and appropriate, We and the Client shall promptly take steps to comply with any such requirements. These steps shall not otherwise alter this Agreement in any way, subject to each Party's right under sub-Clause 9.4. to request a meeting to review such changes.

9.1.4 Where JamCrackers is required to process client's data then the conditions in the Data Protection Schedule will apply, Appendix 1.

9.2 Client's Obligations

9.2.1. The Client shall provide JamCrackers with such information in connection with the Support Services and the provision thereof as we may, from time to time, reasonably require both before and during the provision of the Support Services.

9.2.2. The Client shall perform its obligations under this Agreement in a reasonable and timely manner in accordance with the provisions of this Agreement.

9.2.3. The Client shall act in accordance with any and all reasonable instructions issued by Us in relation to the Support Services. JamCrackers shall not be liable for any failure to provide the Support Services or any part thereof which arises out of the Client's failure to follow any such instructions.

9.2.4. The Client shall inform us forthwith of any new computer hardware and/or software that it intends to procure where such hardware and/or software is to be added to the Specified Equipment.

9.2.5. The Client shall allow the Service Provider and its personnel access at all reasonable times to the Premises for the purpose of providing the Support Services.

9.2.6. The Client shall use reasonable endeavours to keep Us informed of any special requirements (including, but not limited to, legislative requirements) applicable to the rendering of the Support Services. To the extent necessary and appropriate, JamCrackers and the Client shall promptly take steps to comply with any such requirements. These steps shall not otherwise alter this Agreement in any way, subject to each Party's right under sub-Clause 9.4. to request a meeting to review such changes.

9.3 Provision of the Support Services

9.3.1. JamCrackers shall, throughout the Term of this Agreement, provide the Support Services to the Client in accordance with the terms and conditions of this Agreement, the provisions of negotiated Schedule (attached as appropriate) and the Service Levels as specified in Clause 8 and negotiated Schedule (attached as appropriate).

9.3.2. We shall provide the Support Services 09:00 – 5:30 Monday-Friday, during its Business Hours and in only in relation to the Specified Equipment unless otherwise agreed in writing by the Parties.

9.3.3. JamCrackers shall be responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, codes of conduct and any other rules relevant to the provision of the Support Services.

9.3.4. We shall use all due and proper care to ensure that the manner in which it provides the Support Services does not have any adverse effect on the name, reputation, image or business of the Client.

9.3.5. In the event that JamCrackers commits any breach of any of the terms and conditions of this Agreement by failing to provide the Support Services to the required Service Levels or commits any other breach which adversely affects the provision of the same, the following provisions will apply:

9.3.5.1. the Client may give written notice to JamCrackers requiring Us to rectify the breach;

9.3.5.2. if We fail to comply with any such notice given under sub-Clause 9.3.5.1. within 1 month:

9.3.5.3. the Client will be entitled to obtain any of the Support Services affected by the breach from any third party until such time as it is satisfied that the breach has been rectified or, in the event of termination of this Agreement, until such time as the Service Provider's obligations cease; and

9.3.5.4. JamCrackers shall pay on demand to the Client by way of damages, the amount by which the cost to the Client of obtaining any third party services exceeds the cost of obtaining the same from JamCrackers under this Agreement plus a sum equal to any reasonable foreseeable loss (including loss of business) suffered by the Client as a result of Our failure or breach.

9.3.6. The obligations of JamCrackers under sub-Clause 9.3.5. shall not be affected by the termination of this Agreement.

9.3.7. The rights of the Client under sub-Clause 9.3.5. shall be in addition to, and without prejudice to, any other rights or remedies of the Client including, but not limited to, its right to Penalty Fees from JamCrackers arising under Sub Clause 9.5.

9.3.8. Subject to its obligations to JamCrackers under the terms and conditions of this Agreement, and without prejudice to the provisions of sub-Clause 9.3.5, the Client shall be free at any time (and without obligation to notify, inform or otherwise consult Us) to arrange for any services (which are similar to the Support Services or otherwise) to be provided by any third party whatsoever.

9.3.9. JamCrackers will accept no responsibility for any security breaches caused by the client or its staff members.

9.3.10. The client will ensure that they have an IT policy in place to ensure all staff have been correctly trained and are aware of cyber security threats and company policy.

9.3.11. It is the client's responsibility to report any defects or warnings on their devices.

9.4 Support Service and Agreement Monitoring

9.4.1. The Client and JamCrackers shall arrange meetings between the Client's Representative and the Our Representative as and when necessary in order to discuss the provision of the Support Services in accordance with the Service Levels, where relevant, based upon Performance Reports generated in accordance with Clause 9.3. and negotiated Schedule (attached as appropriate).

9.4.2. No later than 1 month prior to the end of the current Term of this Agreement, the Client's Management Representative and the Our Management Representative shall conduct an Agreement Review during which the continuance and renewal of this Agreement shall be determined. In the event that a renewal of the Agreement is agreed upon, the provisions of sub-Clause 2.5 shall apply.

9.4.3. In the event that changes to this Agreement are required due to circumstances including, but not limited to, legislative or regulatory change, either Party shall have the right to call for an immediate Agreement Review to discuss the necessary changes and action to be taken. Any changes agreed upon during such Agreement Reviews shall not be effective unless evidenced in writing and signed by the duly authorised representatives of the Parties.

9.5 Service Levels and Response Times

9.5.1 The Service Provider shall use reasonable endeavours to provide the Support Services in accordance with the following Issue Levels and Response Times:

Issue Level	Response Time
Issue Level 1 (Mission Critical)	Within 4 hours Remote & Telephone
Issue Level 2 (Non Critical)	Within 6 hours Remote & Telephone
Onsite Call Out	Next Business Day

9.5.2. The Response Times set out in sub-Clause 9.5.1. refer only to the time within which JamCrackers shall respond to a Support Request. Issue Levels 1 & 2 Support Request/s are at all times handled either remotely or by telephone support by JamCrackers. If the request/s cannot be rectified remotely, We will arrange to attend onsite as soon as is possible or next business day. We give no guarantee as to the time any given issue may take to resolve save that it hereby undertakes to use reasonable endeavours to resolve issues as quickly as is reasonably possible.

9.5.3. For the purposes of monitoring and managing performance under this Agreement the Parties shall respectively appoint the Client's Performance Representative and JamCrackers Performance Representative (each a "Performance Representative" for the purposes of this Clause 9). It shall be the responsibility of the Performance Representatives to ensure that the Support Services are provided in accordance with the Service Levels and the terms and conditions of this Agreement.

9.5.4. The provision of the Support Services in accordance with the Service Levels shall be monitored by the Client's Performance Representative

10. DATA BACKUP SERVICES

10.1. JamCrackers will supply backup services for the client if requested. Although JamCrackers do monitor the backups It will be the client's responsibility to inform us of any failed backup attempts.

10.2. The client will need organise regular checks with the JamCrackers to ensure the correct data is being backed up.

10.3. If a local backup is implemented, it is the client's responsibility to change the local backup disks on a regular basis(Daily or as agreed with client).

11 INDEMNITIES

11.1. You shall indemnify Us against all claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with Your use of the Products and/or the Services.

11.2. You shall indemnify Us against all claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of pre-existing malware on Client's IT systems, malware allowed into the IT system by Client's staff or malware inadvertently activated by our staff in carrying out the Support Services.

11.3. Either We or Our suppliers or licensors shall defend You against any claim that any Intellectual Property Rights forming part of the Products and/or Services infringes any valid third party Intellectual Property Rights, and shall indemnify You for any amounts awarded against You in judgment or settlement of such claims, provided that:

11.3.1. We are given prompt notice of any such claim;

11.3.2. You provide reasonable co-operation to Us and/or Our suppliers or licensors (as the case may be) in the defence and settlement of such claim, at Our expense; and

11.3.3. We or Our suppliers or licensors are given sole authority to defend or settle the claim.

11.4. In the defence or settlement of the claim, We or Our suppliers or licensors may obtain for You the right to continue using the relevant Products and/or Services, replace or modify the Products and/or Services so that it or they become non-infringing or, if such remedies are not reasonably available, terminate the Contract without liability to You.

11.5. We shall have no liability if the alleged infringement is based on:

11.5.1. modification of such Products and/or Services by anyone other than Us;

11.5.2. Your use of the Products and/or Services other than as specified by Us or Our suppliers or licensors; or

11.5.3. Your use of such Products and/or Services after notice of the alleged or actual infringement from Us or any appropriate authority.

11.6. You will indemnify Us against claims by any third party that data and information provided by You in relation to the Products or Services provided by Us infringe the Intellectual Property Rights of any third party. You are solely responsible for excluding any infringing material.

12 LIABILITIES

12.1. JamCrackers shall indemnify and hold harmless the Client, its subcontractors, agents and employees from and against any and all claims, costs and liabilities howsoever arising and of whatsoever nature and whether in contract or in tort, including injury to or death of any person or persons or loss of or damage to any property arising out of or in respect of the performance or failure to perform its obligations under this Agreement if and to the extent that such losses, costs,

damages and expenses are caused or contributed to by the negligent acts or omissions of the Service Provider or any persons for which the Service Provider is otherwise legally liable.

12.2. The Client shall indemnify and hold harmless JamCrackers, its subcontractors, agents and employees from and against any and all claims, costs and liabilities howsoever arising and of whatsoever nature and whether in contract or in tort, including injury to or death of any person or persons or loss of or damage to any property arising out of or in respect of the performance by the Client of its obligations under this Agreement if and to the extent that such losses, costs, damages and expenses are caused or contributed to by the negligent acts or omissions of the Client or any persons for which the Client is otherwise legally liable.

12.3. Except as expressly provided in this Agreement, neither Party shall be liable or responsible to the other in contract, tort or otherwise (including any liability for negligence) for:

12.3.1. any loss of revenue, business, contracts, anticipated savings or profits, or any loss of use of facilities; or

12.3.2. any special indirect or consequential loss howsoever arising.

For the purposes of sub-Clause 12.3.1 “anticipated savings” means any expense which either Party expects to avoid incurring or to incur in a lesser amount than would otherwise have been the case by reason of the use of the Support Services provided by JamCrackers under this Agreement.

13 CONFIDENTIALITY

13.1. Except as provided for under clauses 13.2 and 13.3, both parties shall treat all information related to the provision of Services or supply of Products as Confidential Information.

13.2. Clause 13.1 shall not apply to the extent that:

13.2.1 the information was in the possession of the disclosing party without obligation of confidentiality prior to its disclosure;

13.2.2 such information was obtained from a third party without obligation of confidentiality;

13.2.3 such information was already in the public domain at the time of disclosure;

13.2.4 such information was independently developed without access to the other party's Confidential Information; or

13.2.5. such information is required to be disclosed by law, by a court of competent jurisdiction or by any regulatory or administrative body.

13.3. Each party may disclose Confidential Information to its personnel directly involved in the provision of the Services or supply of the Products and who need to know the information for that purpose. Each party shall ensure that each of its personnel receiving the information pursuant to this clause 13.3 are aware of and comply with the confidentiality obligation set out in this clause 13.

13.4. Either Party may disclose any Confidential Information to:

any sub-contractor or supplier of that Party;
any governmental or other authority or regulatory body; or
any employee or officer of that Party or of any of the aforementioned persons,
parties or bodies;

to such extent only as is necessary for the purposes contemplated by this Agreement, or as required by law, and in each case subject to that Party first informing the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body as is mentioned in sub-Clause 13.2.5. above or any employee or officer of any such body) obtaining and submitting to the other Party a written undertaking from the person in question, as nearly as practicable in the terms of this Clause 13, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made.

13.5. Each party undertakes not make any copies of, record in any way or part with possession of any Confidential Information other than in order to fulfil the Agreement and to store it 'securely' as required by GDPR.

13.6. All Confidential data will be held securely on file for six years as required by law.

13.7. The provisions of this clause will continue in force in accordance with their terms, notwithstanding the termination of this Agreement for any reason.

14 PERSONAL & BUSINESS DATA

14.1. Subject to any contrary terms contained in the relevant Schedule:

14.1.1. You own and control the data (including personal data) held on Your System that may be subject to the Services; and

14.1.2. You are both data controller and data processor in relation to personal data and You are responsible for ensuring compliance with the Privacy and Data Protection Requirements.

14.2. In the course of performing the Services, We may incidentally act as data processor of Your data. You shall remain data controller of that data.

14.3. Where We are a data processor, You and We shall comply with our respective obligations set out in the Data Protection Schedule, Appendix 1

14.4. We will maintain contact, profiling, preference and transactional data about Client's company and staff in order to fulfil the Agreement and make Client aware of additional services which may help further the Client's business. If appropriate this may include sensitive data. Clients can alter their communication preferences at anytime by accessing the Privacy page on our website.

15 INTELLECTUAL PROPERTY RIGHTS

15.1. All Intellectual Property Rights in or arising out of or in connection with the Products shall be owned by Us or Our licensors. Where the Products are software (or include software) Your access to that software is subject at all times to the terms of the relevant End User Licence Agreement. Any

Intellectual Property Rights in developments to the Products shall vest automatically in JamCrackers or Our licensors.

15.2. All Intellectual Property Rights in or arising out of or in connection with the Deliverables shall be owned by Us. You are granted a temporary, non-transferrable, royalty-free licence to use the Intellectual Property Rights contained in the Deliverables for the purpose for which they are provided to You. This licence shall immediately cease when the Contract cancels or expires. Any Intellectual Property Rights in developments to the Deliverables shall vest automatically in JamCrackers.

16. TERMINATION

16.1. Either Party may forthwith terminate this Agreement by giving 1 months written notice to the other Party if:

16.1.1. any sum owing to that Party by the other Party under any of the provisions of this Agreement is not paid within 14 days of the due date for payment;

16.1.2. the other Party commits any other material breach of any of the provisions of this Agreement and, if the breach is capable of remedy, fails to remedy it within 14 days after being given written notice giving full particulars of the breach and requiring it to be remedied;

16.1.3. an encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;

16.1.4. the other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);

16.1.5. the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on the other Party under this Agreement);

16.1.6. anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party;

16.1.7. the other Party ceases, or threatens to cease, to carry on business; or

16.1.8. control of the other Party is acquired by any person or connected persons not having control of that other Party on the date of this Agreement. For the purposes of this Clause 16, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.

16.1.9. The other party uses threatening or abusive language and/or behaviour to the service provider or any of its employees or sub-contractors.

16.2. The Client shall have the right to forthwith terminate this Agreement by giving written notice to the Service Provider in the event that the Service Provider fails to provide the Support Services in compliance with the Service Levels for as set out in the negotiated Schedule.

16.3. The right to terminate this Agreement given by this Clause 16 shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

17. POST-TERMINATION

17.1. Upon the termination of this Agreement for any reason:

17.1.1. any sum owing by either Party to the other Party under any of the provisions of this Agreement shall become immediately due and payable;

17.1.2. any rights or obligations to which any of the Parties to this Agreement may be entitled or be subject before its termination shall remain in full force and effect where they are expressly stated to survive such termination;

17.1.3. termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which either Party may have in respect of any breach of this Agreement which existed at or before the date of termination;

17.1.4. subject as provided in this Clause 16, and except in respect of any accrued rights, neither Party shall be under any further obligation to the other;

17.1.5. each Party shall return to the other Party any materials in which the ownership has not been transferred to that other Party which have, for any reason, been provided for the purposes of this Agreement; and

17.1.6. each Party shall (except to the extent referred to in Clause 9) forthwith cease to use, either directly or indirectly, any Confidential Information, and shall forthwith return to the other Party any documents in its possession or control which contain or record any Confidential Information.

18 NON-SOLICITATION OF EMPLOYEES

18.1. Neither party will solicit, entice away or attempt to entice away from the employment of the other, any person employed or engaged by it in the provision or receipt of the Products and/or Services at any time during the Term and for a further period of 6 months after the termination, cancellation or expiry of the Contract.

18.2. Both parties agree that the restriction in 18.1 shall not apply to staff employed by the other who have responded in good faith to nationally published employment advertisements.

18.3. In the case of a breach of clause 18.1, the breaching party shall on demand pay to the claiming party the sum equal to 35% of a year's basic salary as paid by the claiming party to the relevant employee at the effective date the employee leaves the claiming party.

19 FORCE MAJEURE

19.1 We shall have no liability to You under the Contract if We are prevented from or delayed in performing Our obligations under the Contract, or from carrying on Our business, by acts, events, omissions or accidents beyond Our reasonable control, including, strikes, lock-outs or other industrial disputes (whether involving Our workforce 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, fire, flood or storm provided that You are notified of such an event and its expected duration (“Force Majeure Event”).

19.2 We shall give You written notice as soon as reasonably practical on becoming aware of an event in clause 19.1. Such notice shall contain details of the circumstances giving rise to the event of force majeure.

19.3 Such delay or failure will not constitute a breach of the Contract and the time for performance of the affected obligations will be suspended for the duration of the Force Majeure Event.

19.4 If an event specified in clause 19.1 prevents Us from performing Our obligations under the Contract for a continuous period in excess of 4 weeks or for a total of more than 8 weeks in any 12 month period, either party shall be entitled to terminate the Contract by written notice provided a Force Majeure Event remains subsisting at the time of the notice.

20. NATURE OF THE AGREEMENT

20.1 This Agreement is personal to the Parties and neither Party may assign, mortgage, or charge (otherwise than by floating charge) or sub-license any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder, except with the written consent of the other Party, such consent not to be unreasonably withheld.

20.2 This Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.

20.3 Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in this Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

20.4 No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

20.5 At any time after the date hereof each of the Parties shall, at the request and cost of the other Party, execute or procure the execution of such documents and do or procure the doing of such acts and things as the Party so requiring may reasonably require for the purpose of giving to the Party so requiring the full benefit of all the provisions of this Agreement.

21 DISPUTE RESOLUTION

21.1. We shall attempt to resolve any dispute with You arising in relation to the Contract through negotiation between respective senior staff who have authority to settle such dispute. If the matter is not resolved through negotiations then the procedure set out below will apply.

21.2. If a dispute cannot be resolved in accordance with the procedure in clause 21.1 then the dispute shall be referred to an Alternative Dispute Resolution (ADR) procedure recommended by the Centre for Effective Dispute Resolution (CEDR) acceptable to both You and Us before pursuing any other remedies available. If either party fails or refuses to participate in the ADR procedure, or if in any event the dispute is not resolved within 60 days after reference to the ADR procedure, legal proceedings may be instituted in accordance with clause 22. The mediation shall be conducted in English in London (unless another language or location is agreed by the parties).

22 GOVERNING LAW AND JURISDICTION

22.1. This Contract and any disputes or claims arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England and Wales.

23.2. Save as set out in clause 22, both parties irrevocably agree that the courts of England and Wales have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Contract, its subject matter or formation (including non-contractual disputes or claims).

23 SEVERANCE

The Parties agree that, in the event that one or more of the provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

24. RELATIONSHIP OF THE PARTIES

24.1. Nothing in this Agreement shall constitute, or be deemed to constitute, a partnership between the Parties nor, except as expressly provided, shall it constitute, or be deemed to constitute an agency of any other Party for any purpose.

24.2. Subject to any express provisions to the contrary in this Agreement, the Service Provider shall have no right or authority to, and shall not do any act, enter into any contract, make any representation, give any warranty, incur any liability, assume any obligation, whether express or implied, of any kind on behalf of the Client or bind the Client in any way.

24. NOTICES

24.1. All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

24.2. Notices shall be deemed to have been duly given:

24.2.1. when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

24.2.2. when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or

24.2.3. on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

24.2.4. on the tenth business day following mailing, if mailed by airmail, postage prepaid.

24.2.5. in each case addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

25. RIGHT TO AMEND THESE TERMS AND CONDITIONS

JamCrackers reserves the right to revise these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements, changes in our system capabilities and changes in the underlying terms and conditions of any third party supplier to JamCrackers.

I agree to the terms and conditions set out in this agreement

Client Name.....

Signature Client.....

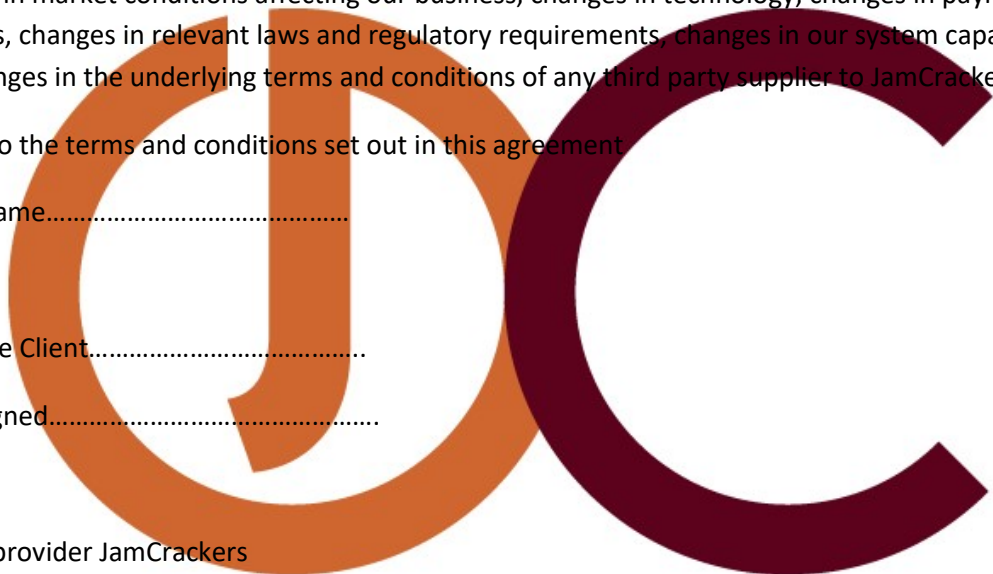
Date Signed.....

Service provider JamCrackers

JamCrackers' Representative.....

Signature.....

Date.....



Appendix 1

DATA PROTECTION SCHEDULE

AGREED TERMS

1. INTERPRETATION

1.1 In this Schedule, capitalised words shall unless varied below have the meaning given to them in the General Terms and Conditions. In addition, the following definitions apply to this Schedule:

- **“Business Day”** means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business
- **“General Terms and Conditions”** means JamCrackers’ general terms and conditions applicable to this Contract
- **“Personal Data”** means Personal and Company data supplied by You to Us pursuant to the Services.
- **“Security Breach”** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed
- **“Services”** has the meaning given to it in the General Terms and Conditions

1.2. “Data subject”, “personal data”, “processing” and “appropriate technical and organisational measures” shall bear the meanings given to those terms respectively in the DPA and, from 25 May 2018, the GDPR.

1.3. In this Schedule, all clauses within the General Terms and Conditions shall apply alongside and in addition to those clauses set out below. Unless otherwise specified in this Schedule, all clause references shall be to clauses contained in this Schedule.

2. DATA PROCESSING

2.1. We shall process the Personal Data in compliance with Your documented instructions from time to time unless We are required to do otherwise by law in which case We shall inform You about that legal requirement before processing, unless We are prohibited by law to do so on grounds of public interest.

2.2. The parties agree that the subject matter, duration, nature and purpose of processing, the type of Personal Data and the categories of data subject are set out in Appendix 1.

3. AUDIT

3.1. We shall keep at Our normal place of business records relating to the processing of the Personal Data insofar as it is necessary to demonstrate compliance with Our obligations under this Schedule ("Records").

3.2. We shall permit You, on reasonable notice, to gain access to and take copies of, the Records at Our premises and inspect those Records provided that:

3.2.1. such Records shall only be made available to the extent the same is necessary for Us to discharge Our obligations pursuant to the GDPR (and, in particular, Article 28(3)(h) of the GDPR); and

3.2.2. You shall use the Records for no other purpose except the purpose of auditing Our compliance with Our obligations under this Schedule only;

3.2.3. You shall carry out such inspection as soon as possible after the Records have been made available to you and then return copies of the same to Us as soon as possible after completion of such inspection; and

3.2.4. You shall exercise Your rights under this clause 3 with as little disturbance to Our business operations as possible.

4. SECURITY BREACH

If We become aware of a Security Breach relating to the Personal Data, then We shall, without undue delay, notify You of the same.

5. OUR PROCESSING OBLIGATIONS

5.1. For the purposes of Article 28 of the GDPR (Processor) We agree that:

5.1.1. We shall not engage another processor unless in accordance with clause 8;

5.1.2. all persons authorised to process the Personal Data have entered into a binding contractual agreement with Us to ensure that the Personal Data remains confidential at all times or are under an appropriate statutory obligation of confidentiality in respect of the Personal Data;

5.1.3. We shall, taking into account the nature of the processing, assist You by appropriate technical and organisational measures, in so far as this is possible, for the fulfilment of Your obligations to respond to requests for exercising the data subject's rights laid down in Chapter III GDPR provided that any costs incurred in relation to such assistance shall be borne exclusively by You;

5.1.4. We shall assist You in ensuring compliance with the obligations pursuant to Articles 32 (Security of processing) to Article 36 (Prior consultation) of the GDPR taking into account the nature of processing and the information available to Us and provided that any costs incurred in relation to such assistance shall be borne exclusively by You; and

5.1.5. at Your option, We shall delete or return all of the Personal Data to You after the end of the Term, and shall delete existing copies unless any provision of the Privacy and Data Protection Requirements requires storage of the Personal Data.

6. WARRANTIES

6.1. Each party warrants to the other that it will process the Personal Data in compliance with the Privacy and Data Protection Requirements.

6.2. Without prejudice to clause 6.1, We warrant that:

6.2.1. taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, We will implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including as appropriate:

6.2.2. the pseudonymisation and encryption of the Personal Data;

6.2.3. the ability to ensure the on going confidentiality, integrity, availability and resilience of processing systems and Services;

6.2.4. the ability to restore the availability and access to the Personal Data in a timely manner in the event of a physical or technical incident; and

6.2.5. a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;

7. EFFECT OF TERMINATION

7.1. On any termination of the Contract for any reason or expiry of the Term We shall:

7.1.1. unless notified otherwise by You or required by law, as soon as reasonably practicable cease all processing of the Personal Data;

7.1.2. as soon as reasonably practicable return or destroy (as directed in writing by You) all Personal Data, provided to Us by You in connection with the Contract.

8. SUB-PROCESSING

8.1. We shall not engage another processor without Your prior specific or general written authorisation and without acting in accordance with the provisions of this clause 8.

8.2. We will notify You of the identity of any proposed sub-processor following which You shall either approve or reject the appointment of such sub-contractor.

8.3. If You reject such appointment under clause 2, or We do not receive a response from you within 5 Business Days of Our notice under clause 8.2, We shall not sub-contract any of Our obligations under this Schedule to such proposed sub-processor and We reserve the right to terminate the Contract on written notice. If You approve the appointment of such sub-processor under that clause, then before such appointment takes effect, We shall enter into and maintain for the duration of such appointment a written agreement with such sub-processor on terms that are similar those set out in this Schedule.

GDPR ARTICLE 28 PARTICULARS - KEY DETAILS

ITEM	DESCRIPTION
Subject Matter	Managed services (IT support services), cloud hosting, managed back up, hiring of hardware, supply of IT hardware and/or software and /or provision of other IT services.
Duration	The Term
Nature and purpose of processing	If we are providing cloud hosting services or managed back up services, then we will be responsible for the storage of Data. In provision of other services, We may incidentally come across Data in the course of providing those services but in very limited circumstances. When hiring hardware to you, we may collect details of usernames and passwords stored on the devices.
Type of data	This includes full names, usernames, passwords, addresses, email addresses, telephone numbers and any other Data we may be storing (if providing cloud hosting or managed back up services) or viewing (if providing other services)
Categories of data subjects	Customers (and Our customers' employees, suppliers and/or customers)