TERMS AND CONDITIONS

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The Customer's attention is particularly drawn to the provisions of clauses 12 and 21 (Limitation of warranty and Limitation of liability).

1. INTERPRETATION

DEFINITIONS

1.1 The following definitions and rules of interpretation apply in these Conditions.

Business Day	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
Business Hours	the period from 9.00 am to 5.00 pm on any Business Day.
Commencement Date	has the meaning given in clause 2.2**.**
Conditions	these terms and conditions as amended from time to time in accordance with clause 27.8.
Consumer Prices Index	the Consumer Prices Index published by the Office for National Statistics from time to time or any other success index or publisher.
Contract	the contract between IIS and the Customer for the supply of the Deliverables or any Deliverable individually in accordance with the Order and these Conditions.
control	has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be interpreted accordingly.
Customer	the person, firm, or legal entity who purchases the Deliverables or any Deliverable from IIS as identified in the Order.
Customer System	any network system and accompanying hardware upon which the customer installs or accesses the Deliverables, together with any related components.
Data Protection Legislation	the Data Protection Act 2018 and the GDPR UK and any other legislation or regulations relating to the protection of the personal data of individuals as they apply to the Deliverables.

Delegates the individuals to which IIS or any relevant Third-Party Supplier will deliver the Training as agreed in writing between the Customer and IIS.

Deliverables means the tangible and intangible products or services (including any Goods, Services, Software, Licences and Training set out in the Order) to be provided by IIS to the Customer in accordance with the Order and these Conditions.

Delivery Location has the meaning given in clause 6.1.

Force Majeure Event means an event which is beyond the reasonable control of the party seeking to rely on such event including, but not limited to:

(a) riot, civil unrest, military action, terrorism or war (whether declared or not) or threat of or preparation for war;

(b) damage to or destruction of premises or equipment, or breakdown of equipment, in each case not attributable to the party seeking to rely on such event;

(c) imposition of sanctions, embargo, blockade, or breaking off of diplomatic relations;

(d) epidemic (including any Public Health Emergency of International Concern or pandemic declared by the World Health Organization) or pandemic;

(e) any failure or refusal of any government or public authority to grant the necessary licence, permit or consent;

(f) any change in applicable law materially impacts a party's ability to perform any obligation under this Agreement or significantly increases the costs to be incurred or effort to be expended by any party in performing its obligations under this Agreement;

(g) earthquake, storm, fire, flood, landslide or other natural disaster; and

(h) industrial action, strikes or lockouts by employees of third parties (excluding subcontractors and suppliers of the

party seeking to rely on such event unless no substitute is reasonably available).

Goods	the physical goods (or any part of them) set out in the Order, which shall not include any Software.
Goods Specification	any specification for the Goods, including any relevant plans or drawings, that is agreed in writing by the Customer and IIS.
IIS	Internet Investigation Solutions Ltd incorporated and registered in England and Wales with company number 08902949 whose registered office is at Unit 116 Imperial Court, Exchange Street East, Liverpool, England, L2 3AB.
IIS Default	any: ● breach of the obligations of IIS (including any fundamental breach or breach of a fundamental term); ● other default, negligence or negligent statement of IIS, of its subcontractors or IIS Staff (whether by act or omission), in connection with or in relation to the Contract.
IIS Materials	has the meaning given in clause 13.1.12.
IIS Staff	means all persons employed by IIS together with IIS' servants, agents, suppliers and subcontractors used in the performance of its obligations under this Contract
Intellectual Property Rights	patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted,

	renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Licence	a licence to use any Software and/or Services as set out in the Order.
Maintenance	collectively Upgrades and/or Updates and standard technical support for the Software.
Malicious Software	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence
Order	the Customer's written order for the supply of the Deliverables or a Deliverable, including any Order Form signed by, or on behalf of, the Customer.
Reports	Reports (including but not limited to test data) produced by IIS for the customer as agreed in writing.
Services	the services supplied by IIS to the Customer as set out in the Order including, but not limited to, any Software and Training.
Software	Licence of, or access or use of, any software product to be included as part of the Deliverables.
Service Specification	the description or specification for the Services provided in writing by IIS to the Customer.
Third-Party Supplier	any third-party supplier instructed by IIS to provide the Deliverables to IIS or the Customer.
Training	any training or presentations to be provided by IIS or any relevant Third-Party Supplier to the Customer and/or the Delegates to be included as part of the Deliverables.

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Update	any update to the Software made available to the Customer by IIS.
Upgrade	any enhancement or improvement to the functionality of any Software (excluding Updates) made available to the Customer by IIS at its sole discretion from time to time but excluding any software and/or updates marketed and licensed by IIS as a new version or new release.
User	an employee, consultant or other individual connected to the Customer or their organisation who uses any Software as identified by the Customer in writing and "Users" shall be construed accordingly.
VAT	value added tax or any equivalent or similar withholding tax chargeable in the UK or any other applicable jurisdiction.

INTERPRETATION

1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3 A reference to a party includes its successors and permitted assigns.

1.4 A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

1.5 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

1.7 A reference to **writing** or **written** includes e-mail but excludes fax, SMS or MMS text messaging or any other form of electronic communication.

1.8 Any party who agrees to do something will be deemed to fulfil that obligation if that party procures that it is done.

2. BASIS OF CONTRACT

2.1 An Order constitutes an offer by the Customer to purchase the Deliverables from IIS in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when IIS issues written acceptance of the Order (including countersigning an Order) or commences the provision of the Deliverables (including the appropriation of any Goods to the Contract), at which point and on which date the Contract shall come into existence (**Commencement Date**).

2.3 Any quotation given by IIS shall not constitute an offer.

2.4 Any samples, drawings, descriptive matter or advertising issued by IIS and any illustrations or descriptions of the Deliverables contained in IIS's website, catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Deliverables described in them. They shall not form part of the Contract nor have any contractual force.

2.5 Subject to clause 3, these Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.6 All of these Conditions shall apply to the supply of all Deliverables except where application to one type is specified.

2.7 The Customer shall not seek to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

3. PRECEDENCE

3.1 If a Framework Agreement applies to the provision of the Deliverables from IIS to the Customer and such Framework Agreement imposes an order of precedence, then such order of precedence will be followed in respect of the provision of the Deliverables from IIS to the Customer.

3.2 If no Framework Agreement applies, and where there is any conflict or ambiguity in relation to the clauses contained within the Contract, then the following order of precedence of terms will apply:

3.2.1 a completed Order;

3.2.2 these Conditions;

3.2.3 any documents referred to in these Conditions, including, but not limited to any Service Specification or Goods Specification and the terms and conditions annexed to these Conditions.

4. TERM

4.1 The term of the Contract shall commence on the Commencement Date and, unless otherwise terminated in accordance with clause 15.9, 22, 24 or 26 and subject to clause 4.2, expire on the later of:

4.1.1 Delivery of the Goods; or

4.1.2 expiry of provision of any of the Deliverables as specified in the Order.

4.2 If, at the request of the Customer, IIS provides any Deliverables, or the Customer makes use of, or accepts Delivery of, any Deliverable, after the expiry of the Contract in relation to such Deliverable as set out in the Order, such performance shall be deemed to constitute a renewal of the Contract in relation to that Deliverable only for the same term set out in the original Order, and all prices payable under the Contract shall be payable in respect of this period.

5. GOODS

5.1 The Goods are described in the Order and/ or any Goods Specification.

5.2 If the Goods are to be manufactured in accordance with a Goods Specification supplied by the Customer, the Customer shall indemnify IIS 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 costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by IIS arising out of or in connection with any claim made against IIS for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with IIS' use of the Goods Specification. This clause 5.2 shall survive termination of the Contract.

5.3 IIS reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirement, and IIS shall notify the Customer in any such event.

6. DELIVERY OF GOODS

6.1 IIS shall deliver the Goods to, or arrange for their collection from, the location set out in the Order or such other location as the parties may agree in writing (**Delivery Location**).

6.2 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.

6.3 Any dates or times quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. IIS shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide IIS with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

6.4 If IIS fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.

6.5 If the Customer fails to take delivery of the Goods within three Business Days of IIS notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by IIS's failure to comply with its obligations under the Contract in respect of the Goods:

6.5.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which IIS notified the Customer that the Goods were ready; and

6.5.2 IIS shall store the Goods until actual delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

6.6 If ten Business Days after the day on which IIS notified the Customer that the Goods were ready for delivery the Customer has not taken actual delivery of them, IIS may resell or otherwise dispose of part or all of the Goods and, charge the Customer for any shortfall below the price of the Goods.

6.7 If IIS delivers up to and including 5% more or less than the quantity of Goods ordered the Customer may not reject them, but on receipt of notice from the Customer that the wrong quantity of Goods was delivered, IIS shall make a pro rata adjustment to the invoice for the Goods.

6.8 IIS may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

7. QUALITY OF GOODS

7.1 Subject to clause 12 and clause 21, IIS warrants that on delivery the Goods shall:

7.1.1 conform in all material respects with the Goods Specification;

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7.1.2 be free from material defects in design, material and workmanship;

7.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and

7.1.4 be fit for any purpose held out by IIS.

7.2 Subject to clause 12 and clause 21, if:

7.2.1 the Customer gives notice in writing to IIS within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 7.1;

7.2.2 IIS is given a reasonable opportunity of examining such Goods; and

7.2.3 the Customer (if asked to do so by IIS) returns such Goods to IIS's place of business at IIS' cost,

IIS shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

7.3 These Conditions shall apply to any repaired or replacement Goods supplied by IIS.

8. TITLE AND RISK

8.1 The risk in the Goods shall pass to the Customer on completion of delivery.

8.2 Title to the Goods shall not pass to the Customer until the earlier of:

8.2.1 IIS receives payment in full (in cash or cleared funds) for the Goods and any other goods that IIS has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; and

8.2.2 the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 8.4.

8.3 Until title to the Goods has passed to the Customer, the Customer shall:

8.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as IIS's property;

8.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

8.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on IIS's behalf from the date of delivery;

8.3.4 notify IIS immediately if it becomes subject to any of the events listed in clause 22.2.2 to clause 22.2.4; and

8.3.5 give IIS such information as IIS may reasonably require from time to time relating to:

8.3.5.1 the Goods; and

8.3.5.2 the ongoing financial position of the Customer.

8.4 Subject to clause 8.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before IIS receives payment for the Goods. However, if the Customer resells the Goods before that time:

8.4.1 it does so as principal and not as IIS's agent; and

8.4.2 title to the Goods shall pass from IIS to the Customer immediately before the time at which resale by the Customer occurs.

8.5 At any time before title to the Goods passes to the Customer, IIS may:

8.5.1 by notice in writing, terminate the Customer's right under clause 8.4 to resell the Goods or use them in the ordinary course of its business; and

8.5.2 require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

8.6 The risk in any Software or Licences shall pass to the Customer upon installation of such relevant Software on any part of the Customer System.

8.7 Title in the Services, Software, Licences or any associated documentation shall be vested in IIS at all times.

9. SUPPLY OF SERVICES

9.1 IIS shall supply the Services to the Customer from the start date stated in the Order for the term stated in the Order.

9.2 Subject to clause 12 and clause 21, IIS warrants that the Services shall be supplied to the Customer in accordance with the Service Specification in all material respects where applicable and with reasonable care and skill.

9.3 Subject to clause 9.2, if the Customer gives notice in writing to IIS within a reasonable time of discovery that the Services are not being supplied in accordance with the

Service Specification IIS shall use reasonable endeavours to correct the failure promptly.

9.4 IIS shall use all reasonable endeavours to meet any performance dates or service level agreements for the Services agreed in writing between IIS and the Customer, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

9.5 IIS reserves the right to amend the Service Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and IIS shall notify the Customer in any such event.

9.6 Subject to clause 12 and clause 21, IIS warrants that IIS' agents, subcontractors, officers and employees involved in the provision of the Deliverables shall possess an appropriate degree of skill and experience and any relevant security vetting and shall perform tasks in a workmanlike and professional manner.

10. TRAINING

10.1 The Customer shall provide a minimum of 21 days' written notice to IIS and to any relevant Third-Party Supplier of any request to cancel any Training prior to the agreed delivery date of such Training (a **Cancellation Notice**).

10.2 Any requests for the cancellation of any Training not made in accordance with clause 10.1 shall not be valid and the price for such Training as identified in the Order shall be payable to IIS by the Customer in full.

10.3 The Customer shall provide written notice to IIS and to any relevant Third-Party Supplier of any request to postpone any Training (a **Postponement Notice**) and shall pay the relevant fees identified in the applicable Order or, if no fees are identified in the Order, the following fee in respect of such postponement in addition to the administration fee in accordance with clause 10.4:

10.3.1 Where 21 days or more notice prior to the agreed delivery date of such Training is provided, there shall be no postponement fee except the administration fee identified at clause 10.4;

10.3.2 Where 15-20 days notice prior to the agreed delivery date of such Training is provided, 25% of the price for such Training as identified in the Order shall be payable to IIS by the Customer;

10.3.3 Where 8-14 days notice prior to the agreed delivery date of such Training is provided, 50% of the price for such Training as identified in the Order shall be payable to IIS by the Customer;

10.3.4 Where 7 days or less notice prior to the agreed delivery date of such Training is provided the total price for such Training as identified in the Order shall be payable to IIS by the Customer.

10.4 IIS shall be entitled to charge an administration fee of £25, or such other fee as may be set out in the Order, to the Customer in respect of each Cancellation Notice or Postponement Notice submitted by the Customer. Any invoices provided to the Customer by IIS in respect of such charges shall be paid by the Customer in accordance with clause 16.5.

10.5 The Customer may amend the Delegates if agreed in writing by IIS or a relevant Third-Party Supplier.

10.6 IIS or any relevant Third-Party Supplier reserves the right (in their sole discretion) to:

10.6.1 cancel or postpone the delivery of Training entirely or to a particular Delegate; or

10.6.2 withhold any training certification;

if any invoice submitted by IIS in respect of such Training is not paid by the Customer in accordance with clause 16.5.

10.7 IIS or any relevant Third-Party Supplier reserves the right to vary the agreed date, time or venue for any Training by written notice to the Customer.

10.8 The Customer warrants that they shall provide a minimum of two (2) weeks written notice to IIS and any relevant Third-Party Supplier of any allergies or disabilities of any Delegate which may require IIS to make adaptations to the Training or the location identified for such Training.

10.9 The Customer accepts and agrees that they shall be entirely responsible for:

10.9.1 the health and safety of the Delegates and any employee, agent, consultant, subcontractor of IIS or a Third-Party Supplier where Training is being delivered at premises owned or operated by the Customer; and

10.9.2 the health and safety of the Delegates where Training is being delivered at premises owned or operated by IIS;

and that they shall indemnify IIS in respect of any loss suffered or incurred by IIS in relation to the Customer's failure to fulfil its obligations pursuant to this clause 10.9.

10.10 The Customer shall be responsible for ensuring that any information provided to IIS or a relevant Third-Party Supplier in relation to any Delegates, including but not limited to their personal information is accurate.

10.11 The Customer shall not solicit, directly or indirectly, any employee, agent, consultant, subcontractor of IIS or a Third-Party Supplier to provide Training on or in relation to any of the Deliverables other than by means of an Order to IIS.

10.12 The Customer grants IIS or any relevant Third-Party Supplier permission on behalf of itself and any Delegates to make audio and video recordings during the delivery of any Training and to use such recordings for training and marketing purposes without further approval or payment of any kind to the Customer or any Delegates.

11. SUPPORT AND MAINTENANCE

11.1 IIS shall consult with the Customer to agree on a configuration for the integration of the Software where necessary, which shall be completed by the Customer in line with the installation instructions provided by IIS.

11.2 IIS shall provide such support services and Maintenance in relation to any applicable Deliverables as are contained in the Service Specification and agreed between the parties in the Order.

11.3 IIS shall, to the extent reasonably feasible and technically possible, provide the Customer with reasonable prior notice of any planned Maintenance which may cause any disruption to the Software, and ensure that this is communicated to the Customer not less than 5 working days prior to any planned Maintenance.

11.4 IIS shall provide the Customer with as much notice as reasonably possible of any disruption to the Software, including an estimation of the duration of such disruption, caused by any unplanned Maintenance.

12. LIMITATION OF WARRANTY

12.1 IIS shall not be liable for any failure of the Deliverables to comply with the warranties set out in clause 7.1 or clause 9.2 if:

12.1.1 the failure arises due to:

12.1.1.1 governmental action or inaction;

12.1.1.2 unusual physical, electrical or electromagnetic stress;

12.1.1.3 fluctuations in electrical power beyond those set out in the Goods Specification or Service Specification;

12.1.1.4 failure of air conditioning or humidity control;

12.1.1.5 the Customer's failure to follow IIS's oral or written instructions as to the storage, commissioning, installation, use or maintenance of the Deliverables or (if there are none) good trade practice regarding the same;

12.1.1.6 IIS following any drawing, design or specification supplied by the Customer or on the Customer's behalf;

12.1.1.7 alteration or repair of the Deliverables without the written consent of IIS, including where such alteration or repair has been undertaken by a party who has not been approved in writing by IIS;

12.1.1.8 fair wear and tear, wilful damage, negligence, or abnormal working conditions;

12.1.1.9 a failure in the Customer System which is not caused by the Deliverables;

12.1.1.10 improper maintenance, or any other misuse, abuse or mishandling of the Deliverables; or

12.1.1.11 the Customer's failure to implement, or to allow IIS or its agents to implement, any corrections or modifications to the Deliverables made available to the Customer by IIS;

12.1.2 the Customer makes any further use of such Deliverables after giving a notice in accordance with clause 7.2 or clause 9.3; or

12.1.3 the Goods differ from their description or the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

12.2 Notwithstanding any other provision of the Contract, the Customer acknowledges and agrees that where IIS instructs a Third-Party Supplier to provide the Deliverables, IIS only provides the warranties or representations to the Customer in respect of such Deliverables which are provided to IIS in:

12.2.1 the terms and conditions of such Third-Party Supplier; or

12.2.2 any other agreement between the Third-Party Supplier and IIS.

12.3 The Customer warrants that it will comply with, and will use all endeavours to enable IIS to comply with, any requirement or obligation of IIS under the terms and conditions of a Third-Party Supplier.

12.4 IIS shall list any applicable Third-Party Supplier terms and conditions and agreements within the Order, and they shall be made available to the Customer on request.

12.5 Notwithstanding any other term of the Contract, IIS shall not be liable for any failure of the Deliverables to comply with the legislation affecting the manufacture and sale of the Deliverables within the jurisdiction in which the Customer intends to use the Deliverables from time to time. The Customer accepts that this is their own responsibility and that they shall not pursue IIS in respect of such compliance.

12.6 Except where expressly stated in the Contract, IIS makes no warranties, conditions, undertakings or representations of any kind, either express or implied, statutory or otherwise in relation to the Deliverables, including without limitation any implied warranties or conditions of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement or arising from a course of dealing, usage or trade. IIS does not warrant that the Deliverables will meet the requirements of the Customer or that the operation of the Deliverables will be error free or uninterrupted or that defects in the Deliverables will be corrected. IIS does not warrant that the Deliverables will detect and/or correctly identify and/or disinfect all threats, malicious programs or other harmful components.

13. CUSTOMER'S OBLIGATIONS

13.1 The Customer shall:

13.1.1 ensure that the terms of the Order are complete and accurate;

13.1.2 co-operate with IIS in all matters relating to the Deliverables;

13.1.3 ensure that its employees, agents and subcontractors, including but not limited to the Users and/ or Delegates, comply with the terms of the Contract;

13.1.4 provide IIS, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by IIS to provide the Deliverables;

13.1.5 provide IIS with such information and materials as IIS may reasonably require in order to supply the Deliverables and ensure compliance with the Contract, and ensure that such information is complete and accurate in all material respects;

13.1.6 prepare the Customer's premises for the supply of the Deliverables where necessary;

13.1.7 in relation to any applicable Services, ensure that the Customer System is owned (and not sub-licenced, shared, rented, sold, leased, distributed or otherwise transferred) by the Customer at all times throughout the Contract;

13.1.8 in relation to any applicable Services, keep the Customer System free and clear of all claims, liens, encumbrances and third-party rights except those of IIS, and agrees that any act of omission by the Customer which creates such a claim, lien or third-party right except those of IIS shall be void;

13.1.9 obtain and maintain all necessary licences, permissions and consents which may be required for the Deliverables before the date on which provision of the Deliverables is to start;

13.1.10 comply with all applicable laws relating to the use of the Deliverables in any relevant jurisdiction, including, but not limited to, health and safety laws;

13.1.11 not advertise the use of the Deliverables outside of the Customer's organisation;

13.1.12 keep all materials, equipment, documents and other property of IIS (**IIS Materials**) in safe custody at its own risk, maintain IIS Materials in good condition until returned to IIS, and not dispose of or use IIS Materials other than in accordance with IIS' written instructions or authorisation; and

13.1.13 comply with any additional obligations as set out in the Service Specification or the Goods Specification or both.

13.2 The Customer shall not use the Deliverables in any manner that:

13.2.1 could reasonably be considered to cause damage or harm, or likely to cause damage or harm (including reputational damage or harm) to IIS or any of its employees, agents, suppliers or subcontractors or any Third-Party Supplier;

13.2.2 breaches or could reasonably be considered, in IIS's reasonable opinion, any legislative or regulatory requirements in any applicable jurisdiction; or

13.2.3 breaches any policy or instructions (including any applicable 'fair use policy' or 'minimum use policy') set out in the Goods Specification and/or Service Specification.

13.3 The Customer shall indemnify IIS and any of its employees, agents, suppliers or subcontractors or any Third-Party Supplier in relation to any loss or harm suffered or

incurred by IIS or any of its employees, agents, suppliers or subcontractors or any Third-Party Supplier in relation to any failure by the Customer to comply with clause 13.2.

13.4 The Customer warrants, represents and undertakes (as a continuing obligation) that it is not affiliated with any specially designated or sanctioned entity under any applicable export control or economic sanctions laws and regulations and that, in any transaction relating to IIS, it will not involve any such sanctioned parties, including but not limited to using accounts at sanctioned banks.

13.5 If IIS's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

13.5.1 without limiting or affecting any other right or remedy available to it, IIS shall have the right to suspend provision of the Deliverables until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays IIS's performance of any of its obligations;

13.5.2 IIS shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from IIS's failure or delay to perform any of its obligations as set out in this clause 13.5; and

13.5.3 the Customer shall reimburse IIS on written demand for any costs or losses sustained or incurred by IIS arising directly or indirectly from the Customer Default.

14. EQUIPMENT

14.1 The Customer is responsible for ensuring that the Customer System complies with the minimum requirements for accessing the Services as specified in the Service Specification throughout the term for provision of the Services; including undertaking any updates or amendments identified by the Customer or IIS for this purpose.

14.2 The Customer shall notify IIS immediately upon the loss, theft or damage of any IIS Materials.

14.3 In the event of notification of a physical failure or loss (if applicable) of any IIS Materials provided by IIS to the Customer as part of the Services (for example, a Virtual Private Network appliance), IIS shall use all reasonable endeavours, at the Customer’s expense, to configure and dispatch a replacement or alternative unit via

First Class delivery within 24 hours of such notice. If reasonably possible and requested by IIS, the Customer must return the defective IIS Materials to IIS within seven Business Days to such return address as may be provided by IIS.

14.4 The Customer shall be responsible for all costs associated with replacement and/or disposal of any appliances or IIS Materials that have been designated as End of Life (**EOL**) by the manufacturer.

14.5 IIS shall use all reasonable endeavours to give the Customer advanced notice of any such appliance reaching EOL.

15. USE

15.1 Each Licence granted under this Contract is a non-exclusive, non-transferable right and licence, without the right to grant sublicences, to permit the Users to use the relevant Services and Software for the term specified in the Order.

15.2 Each Licence for Software granted under this Contract is to be assigned to a specific User and the Customer shall keep a record of the User to which each Licence is assigned.

15.3 Upon the change of a User's role or termination of their employment with the Customer or their organisation, the Customer may transfer the relevant Licence to another employee of the Customer or their organisation with the prior written consent of IIS.

15.4 A new User under clause 15.3 must be an active employee of the Customer or their organisation and have a legitimate need for the Licence in the course of their duties. The Customer acknowledges and agrees that the transfer provision contained in clause 15.3 is intended to facilitate smooth transitions within the organisation and is not to be exploited for the purpose of sharing Licences outside the intended scope of internal usage.

15.5 Unauthorised sharing of Licences beyond the fair usage limit set out in this clause 15 is strictly prohibited.

15.6 The Customer shall keep an accurate record at all times of all Users and use of any Software, which shall be produced to IIS immediately on request.

15.7 The Customer warrants and undertakes that:

15.7.1 The Customer and all Users shall:

15.7.1.1 Not:

(a) make use of the Deliverables for any use other than the necessary and proportionate response to the prevention and detection of crime;

(b) share or access any Services, Software or Licences outside of the Customer System;

(c) share with, or allow the use of the Deliverables for the benefit of, anyone who is not a User or Delegate;

(d) modify, translate or alter the Deliverables in any way;

(e) reverse engineer, disassemble or decompile the Deliverables;

(f) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Deliverables for any purpose, including backup purposes;

(g) access all or any part of the Deliverables to build a product or service which competes with the Deliverables;

15.7.1.2 inform IIS immediately upon becoming aware of any unauthorised use of the Deliverables.

15.8 The Customer agrees to pay for the equivalent price (to be determined by IIS in its sole discretion) for any unauthorised use of the Deliverables by any employee, agent or individual connected with the Customer or their organisation.

15.9 If this clause 15 is breached, IIS may terminate this contract immediately by written notice to the Customer.

16. CHARGES AND PAYMENT

16.1 The price for the Deliverables:

16.1.1 shall be the price set out in the Order or, if no price is quoted, the price set out in the published price list in respect of the Deliverables as at the date of the order;

16.1.2 shall be exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be invoiced to the Customer; and

16.1.3 IIS shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom IIS engages in connection with delivering

any Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by IIS for the provision of the Deliverables, and for the cost of any materials.

16.2 IIS reserves the right to issue a collective invoice to the Customer in respect of separate Orders completed by the same Customer.

16.3 IIS reserves the right to:

16.3.1 increase the price of any ongoing Deliverables:

16.3.1.1 on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Consumer Prices Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the Commencement Date and shall be based on the latest available figure for the percentage increase in the Consumer Prices Index; or

16.3.1.2 as a result of a change in the cost to IIS to provide such Deliverables provided that such increase is implemented in relation to a majority of IIS' customers;

16.3.2 increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to IIS that is due to:

16.3.2.1 any factor beyond the control of IIS (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

16.3.2.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or

16.3.2.3 any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give IIS adequate or accurate information or instructions in respect of the Goods.

16.4 In respect of Goods, IIS shall invoice the Customer following acceptance of the Order or at such other time as is stipulated in the Order. In respect of all other Deliverables,

IIS shall invoice the Customer annually in advance or at such other interval as may be stipulated in the Order.

16.5 The Customer shall pay each invoice submitted by IIS:

16.5.1 within thirty (30) days of the date of the invoice or in accordance with any credit terms agreed by IIS and confirmed in writing to the Customer; and

16.5.2 in full and in cleared funds to a bank account nominated in writing by IIS, and

time for payment shall be of the essence of the Contract.

16.6 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of VAT chargeable from time to time. Where any taxable supply for VAT purposes is made under the Contract by IIS to the Customer, the Customer shall, on receipt of a valid VAT invoice from IIS, pay to IIS such additional amounts in respect of VAT as are chargeable on the supply of the Deliverables or a Deliverable, as applicable, at the same time as payment is due for the supply of the Deliverables.

16.7 As between IIS and the Customer, the Customer shall be responsible for the collection, remittance and payment of any or all taxes, charges, levies, assessments and other fees of any kind imposed by governmental or other authority in respect of the purchase, importation, sale, lease or other distribution of the Deliverables unless otherwise agreed in writing by the parties.

16.8 If the Customer fails to make a payment due to IIS under the Contract by the due date, then, without limiting IIS's remedies under clause 22, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 16.8 will accrue each day at 5% a year above the base rate of Barclay's Bank PLC from time to time, but at 5% a year for any period when that base rate is below 0%. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

16.9 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

17. INSURANCE

17.1 Insurance in respect of any of Software installed on the Customer System or any Goods utilised for the performance of the Services, will be the responsibility of the Customer.

17.2 IIS shall, during the Contract, maintain in force (at its own expense and with premiums fully paid at each annual renewal) the following insurance policies as a minimum with reputable insurance companies to cover IIS' liabilities arising out of or connected with the Contract:

17.2.1 employer's liability insurance for the minimum amount of £5,000,000 on an each and every claim basis;

17.2.2 public and products liability insurance for the minimum amount of £1,000,000 on an each and every claim basis;

17.2.3 professional indemnity insurance for the minimum amount of £1,000,000 on an each and every claim basis;

17.2.4 cyber and data insurance for the minimum amount of £2,000,000 on an each and every claim basis.

17.3 IIS shall on request supply copies of the relevant certificates of insurance to the Customer as evidence that such policies remain in force. IIS undertakes to use reasonable commercial efforts to pursue claims under such insurance policies.

18. INTELLECTUAL PROPERTY RIGHTS

18.1 Except where expressly stated otherwise in the Contract, all Intellectual Property Rights in or arising out of or in connection with the Deliverables and any associated documentation (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by IIS.

18.2 IIS grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy the Reports (excluding materials provided by the Customer) for the purpose of receiving and using the Reports in its business and within its organisation only.

18.3 The Customer shall not sub-license, assign or otherwise transfer the rights granted by clause 18.2.

18.4 The Customer may, if agreed with IIS in writing, use, copy or reproduce any documentation (whether electronic or printed), which is supplemental to the

Deliverables and is provided to the Customer by IIS, for its own internal business purposes, and with Users, only.

18.5 The Customer grants IIS a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to IIS for the term of the Contract for the purpose of providing the Deliverables to the Customer.

18.6 Except where expressly stated in the Contract, neither party shall have the right to use the Intellectual Property Rights, name, logo or trademark of the other provided with prior written consent by the other party.

18.7 The Customer shall not remove or conceal notice of any Intellectual Property Rights owned by IIS in the Deliverables.

18.8 Each party shall indemnify the other from and against all claims, demands, actions, costs, losses, liabilities, damages and expenses (including reasonable legal costs and disbursements) which the other party incurs as a result of any actual or alleged infringement of any Intellectual Property Rights of a third party due to the actions of that party. This indemnity shall not apply to the extent that it results from the Customers alteration, modification or use contrary to the advice of IIS of the Deliverables by the Customer.

18.9 Any obligations under clause 18.8 are conditional upon the claiming party:

18.9.1 providing the other with prompt notice of the details of any Intellectual Property Right claim;

18.9.2 not making any admission or taking steps to settle any claim without the other party's prior written approval;

18.9.3 if the other party so requests it, transferring control and defence of the claim to the other party; and

18.9.4 providing such reasonable assistance and co-operation (at the other party's cost) as required.

18.10 If a claim is made, or in IIS' reasonable opinion is likely to be made, by a third party for infringement of an Intellectual Property Right against the Customer or IIS in respect of the Deliverables, IIS may at its sole option and expense:

18.10.1 procure the right for the Customer to continue to use the aspect of the Deliverables which is subject to such claim; or

18.10.2 replace or modify, or procure the replacement or modification of such infringing part of the Deliverables, provided that:

18.10.2.1 the performance and functionality of the replaced or modified Deliverables is at least equivalent to that of the original;

18.10.2.2 there is no additional cost to the Customer; and

18.10.2.3 the terms of the Contract apply to the replaced or modified Deliverables; or

18.10.3 if the options set out in clauses 18.10.1 and 18.10.2 above cannot be accomplished on commercially reasonable terms, then IIS may terminate the Customer's right to use the affected part of the Deliverables.

19. INFORMATION MANAGEMENT

19.1 The Data Processing Schedule in Schedule 1 to these Conditions shall have effect.

19.2 The terms contained within this clause 19 and Schedule 1 shall be construed in accordance with the definitions contained within the Data Protection Act 2018.

19.3 IIS shall:

19.3.1 comply with the Customer's written instructions and this Contract when Processing the Customer's Personal Data;

19.3.2 only Process the Customer Personal Data as necessary or as required by Law or any Regulatory Body; and

19.3.3 take reasonable steps to ensure that any IIS Staff who have access to Customer Personal Data act in compliance with Supplier's security processes

19.4 IIS shall fully assist with any complaint or request for Customer Personal Data.

19.5 IIS shall not store or use Customer Data except if necessary to fulfil its obligations unless otherwise agreed with the Customer.

19.6 If Customer Data is processed by IIS, IIS shall supply the data to the Customer as requested.

19.7 IIS shall ensure that any IIS system that holds any Customer Data is a secure system that complies with IIS' and the Customer's security policy and all Customer requirements in this Agreement.

19.8 IIS will preserve the integrity of Customer Data processed by IIS and prevent its corruption and loss.

19.9 The Customer shall specify any security requirements for this project by giving a written instruction to IIS.

19.10 If IIS suspects that the Customer Data has or may become corrupted, lost, breached or significantly degraded in any way for any reason, then IIS will notify the Customer immediately and will (at its own cost if corruption, loss, breach or degradation of the Customer Data was caused by the action or omission of IIS) comply with any remedial action reasonably proposed by the Customer.

19.11 IIS agrees to use the appropriate organisational, operational and technological processes to keep the Customer Data safe from unauthorised use or access, loss, destruction, theft or disclosure.

19.12 The provisions of this clause 19 will apply during the term of this Agreement and for as long as IIS holds the Customer's Data.

20. SECURITY

20.1 IIS shall use all reasonable endeavours, software and the most up-to-date antivirus definitions available from an industry-accepted antivirus software seller to minimise the impact of Malicious Software.

20.2 If Malicious Software causes loss of operational efficiency or loss or corruption of service data, IIS will use reasonable endeavours to assist the Customer to mitigate any losses and restore the Deliverables to operating efficiency as soon as possible.

20.3 IIS shall immediately notify the Customer of any breach of security of the Customer's confidential information. Where the breach occurred because of an IIS Default, IIS will use reasonable endeavours to recover the Customer's confidential information however it may be recorded.

20.4 Any development of the Software by IIS shall comply with the UK Government's '10 Steps to Cyber Security' guidance, or such other guidance which is substituted in writing by IIS from time to time.

20.5 IIS shall provide the Customer with a valid Cyber Essentials certificate (or equivalent) required for the Deliverables before the Commencement Date unless otherwise agreed in writing by the parties.

20.6 IIS shall indemnify, defend and hold harmless the Customer on a continuing basis against any liability, including any and all loss, liability, damages, interest, penalties or costs incurred, that is levied, demanded or assessed on the Customer at any time in respect of IIS's failure (including any failure by IIS Staff) to comply with clauses 20.1 – 20.3.

20.7 The Customer warrants that it shall take all reasonable steps not to introduce any Malicious Software into the network and information systems of IIS, when exercising its rights or fulfilling any of its obligations under this Agreement (including in respect of any interconnectivity or interoperability set up between the network and information systems of IIS and the Customer).

20.8 The Customer shall notify IIS immediately in writing, by email to DPO@ii-solutions.co.uk, and in any event within 24 hours, on the Customer becoming aware of any incident, facts or circumstances relating to security of the Services or any Customer data or services that may reasonably be considered to have the potential to negatively affect IIS or the Customer. If the Customer fails to do so this will be considered a material breach for the purposes of clause 22.2.1.

20.9 Notwithstanding any other provision of this Agreement, IIS reserves the right to suspend access to the Services and Software indefinitely if it believes, in its sole discretion, that this is necessary to protect IIS or the Customer from any incident, facts or circumstances relating to security of the Services, Software or any Customer data or services.

21. LIMITATION OF LIABILITY

21.1 The limits and exclusions in this clause reflect the insurance cover IIS has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess liability.

21.2 References to liability in this clause 21 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

21.3 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.

21.4 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

21.4.1 death or personal injury caused by negligence;

21.4.2 bribery, fraud or fraudulent misrepresentation.

21.5 Subject to clause 21.3 and clause 21.4, IIS's total liability to the Customer shall not exceed the fees actually paid or payable to IIS by the Customer under this Agreement in the twelve (12) month period immediately preceding any claim (including by way of damages, settlement or otherwise in respect of any previous claims).

21.6 The cap on IIS's liability under clause 21.5 shall be reduced by any amounts awarded by a court or arbitrator, using their procedural or statutory powers in respect of costs of proceedings or interest for late payment.

21.7 IIS shall not be liable for the following types of loss:

21.7.1 loss of profits;

21.7.2 loss of sales or business;

21.7.3 loss of agreements or contracts;

21.7.4 loss of anticipated savings;

21.7.5 loss of use or misuse or corruption of software, data or information;

21.7.6 loss due to the effect of Malicious Software;

21.7.7 loss of or damage to goodwill; and

21.7.8 indirect or consequential loss.

21.8 This clause 21 shall survive termination of the Contract.

22. TERMINATION

22.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party not less than three (3) months' written notice.

22.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

22.2.1 the other party commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

22.2.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

22.2.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

22.2.4 the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

22.3 Without affecting any other right or remedy available to it, IIS may terminate the Contract, or the Contract in relation to any specific Deliverable, with immediate effect by giving written notice to the Customer if:

22.3.1 the Customer fails to pay any amount due under the Contract within thirty (30) days of a valid invoice;

22.3.2 there is a change of control of the Customer; or

22.3.3 the Customer breaches, in the reasonable opinion of IIS, any legislation or regulation relating to the Deliverables.

22.4 Without affecting any other right or remedy available to it, IIS may suspend the supply of Deliverables, or any individual Deliverable or part of one (including all further deliveries of Goods) under the Contract or any other contract between the Customer and IIS if :

22.4.1 the Customer fails to pay any amount due under the Contract within thirty (30) days of receipt of a valid invoice;

22.4.2 the Customer becomes subject to any of the events listed in clause 22.2.2 to clause 22.2.4;

22.4.3 IIS reasonably believes that the Customer is about to become subject to any of the events listed in clause 22.2.2 to clause 22.2.4; or

22.4.4 IIS is entitled to terminate the Contract for any reason.

22.5 If a Delegate fails to attend two or more sessions of Training on less than 14 days' notice to IIS and/or the Third-Party Supplier, IIS shall be entitled to terminate or suspend the provision of Services in respect of that Delegate.

23. CONSEQUENCES OF TERMINATION

23.1 On termination of the Contract:

23.1.1 the Customer shall immediately pay to IIS all of IIS's outstanding unpaid invoices and interest and, in respect of Deliverables supplied but for which no invoice has been submitted, IIS shall submit an invoice, which shall be payable by the Customer immediately on receipt;

23.1.2 the Customer shall return or relinquish access to all IIS Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then IIS may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;

23.1.3 unless otherwise expressly provided in the Contract, the Customer shall promptly return to IIS, or otherwise delete or dispose of as IIS may instruct, any Software, IIS Materials and other items (other than correspondence which has passed between the parties) which the Customer may have in its possession or under its control and, in the case of destruction or deletion, the Customer shall certify the same to IIS;

23.1.4 the Customer's rights to access and use the Services under the Contract will cease immediately and the Customer shall cease to access or use the Services;

23.1.5 IIS shall remove the Customer's access to the Services within 14 Business Days of termination.

23.2 Where the Customer terminates the Contract under clause 22.1, any invoices already paid by the Customer shall be non-refundable.

23.3 Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

23.4 Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

24. BRIBERY

The Customer shall be entitled immediately to terminate the Contract and to recover from IIS the amount of any loss resulting from such termination if IIS or anyone contracting on their behalf fails to comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.

25. CONFIDENTIALITY

25.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, including the contents of the Contract, except as permitted by clause 25.2 and 25.3.

25.2 Each party may disclose the other party's confidential information:

25.2.1 to its employees, officers, representatives, contractors or subcontracts or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 25; and

25.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

25.3 IIS reserves the right, and is permitted by the Customer, to:

25.3.1 disclose the existence of a contractual relationship with the Customer to any law enforcement agencies in any relevant jurisdiction;

25.3.2 include the Customer’s name on IIS’ customer list; and

25.3.3 make general references to the relationship between IIS and the Customer in relation to the Deliverables for marketing and publicity purposes.

25.4 In light of the confidential nature of the Software, the Customer will use reasonable endeavours to make use of exemptions contained in relevant legislation, including but not limited to the Freedom of Information Act 2000 or such other relevant regulations in any relevant jurisdiction, to prevent information pertaining to this Contract being made publicly available.

25.5 Except where expressly stated in the Contract, no party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

26. FORCE MAJEURE

Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from a Force Majeure Event. The time for performance of such obligations shall be extended accordingly. If the period of

delay or non-performance continues for eight (8) weeks, the party not affected may terminate the Contract by giving 14 days' written notice to the affected party.

27. GENERAL

27.1 Assignment and other dealings

27.1.1 IIS may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

27.1.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of IIS.

27.2 Notices.

27.2.1 The Customer agrees that IIS may contact them by email to inform them of further goods and services in which they may be interested, subject to relevant data protection legislation.

27.2.2 Any notice given to a party under or in connection with the Contract shall be in writing and shall be sent by email to the addresses listed in the Order (or an address substituted in writing by the party to be served).

27.2.3 Any notice shall be deemed to have been received at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

27.2.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

27.3 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part provision of the Contract is deemed deleted under this clause 27.3 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.

27.4 Waiver.

27.4.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

27.4.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

27.5 **No partnership or agency.**

27.5.1 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

27.6 **Entire agreement**.

27.6.1 The Contract, including any Framework Agreement incorporated by clause 3, constitutes the entire agreement between the parties.

27.6.2 Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

27.7 **Third party rights.**

27.7.1 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

27.7.2 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

27.8 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless the Customer is notified in writing of such variation (or their authorised representatives).

27.9 **Governing law.** The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

27.10 **Jurisdiction.** Each party irrevocably agrees, for the sole benefit of IIS that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation. Nothing in this

clause shall limit the right of IIS to take proceedings against the Customer in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

27.11 **Contract Translation.** If there are any inconsistencies between the English language version of the Contract and any translated version, then the English language version shall prevail.

Schedule 1 – Data Processing

1. DATA PROTECTION

1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation:

(a) IIS shall be the Controller of the Personal Data relating to Users or Delegates for the purposes of IIS providing the Deliverables; and

(b) the Customer is the Controller and IIS is the Processor in relation to any other Personal Data provided by the Customer to IIS, or to which IIS may obtain access, in relation to the Deliverables.

1.2 Where a Party is a Processor, the only Processing that it is authorised to do is listed in the Annex to this Schedule 1 (Processing Personal Data) by the Controller.

1.3 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

1.4 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:

(a) a systematic description of the envisaged processing operations and the purpose of the processing;

(b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;

(c) an assessment of the risks to the rights and freedoms of Data Subjects; and

(d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

1.5 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

(a) process that Personal Data only in accordance with the Annex to this Schedule 1, unless the Processor is required to do otherwise by law. If it is so required the Processor shall, to the extent lawfully allowed, promptly notify the Controller before processing the Personal Data unless prohibited by law;

(b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject

(but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:

(i) nature of the data to be protected;

(ii) harm that might result from a Data Loss Event;

(iii) state of technological development; and

(iv) cost of implementing any measures;

(c) ensure that :

(i) the Processor Personnel do not process Personal Data except in accordance with the Contract (and in particular the Annex to this Schedule 1);

(ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:

(A) are aware of and comply with the Processor's duties under this paragraph;

(B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;

(C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and

(D) have undergone adequate training in the use, care, protection and handling of Personal Data; and

(d) not transfer Personal Data outside of the United Kingdom or European Union unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

(i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;

(ii) the Data Subject has enforceable rights and effective legal remedies;

(iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any

Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and

(iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;

(e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.

1.6 Subject to paragraph 1.5, the Processor shall notify the Controller immediately if it:

(a) receives a Data Subject Request (or purported Data Subject Request);

(b) receives a request to rectify, block or erase any Personal Data;

(c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

(d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;

(e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

(f) becomes aware of a Data Loss Event.

1.7 The Processor's obligation to notify under paragraph 1.6 shall include the provision of further information to the Controller in phases, as details become available.

1.8 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 1.6 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:

(a) the Controller with full details and copies of the complaint, communication or request;

(b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;

(c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;

(d) assistance as requested by the Controller following any Data Loss Event;

(e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

1.9 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this paragraph. This requirement does not apply where the Processor employs fewer than 250 staff, unless:

(a) the Controller determines that the processing is not occasional;

(b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or

(c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

1.10 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.

1.11 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.

1.12 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Processor must:

(a) notify the Controller in writing of the intended Sub-processor and processing;

(b) obtain the written consent of the Controller;

(c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this paragraph 1.12 such that they apply to the Sub-processor; and

(d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.

1.13 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.

1.14 The Controller may, at any time on not less than 30 Working Days' notice, revise this paragraph by replacing it with any applicable controller to processor standard clauses

or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).

1.15 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Annex to Schedule 1: Processing Personal Data

This Annex shall be completed by the Customer, who may take account of the view of IIS, however the final decision as to the content of this Annex shall be with the Customer at its absolute discretion.

1.1 The contact details of the Customer's Data Protection Officer shall be provided by the Customer.

1.2 The email address of IIS' Data Protection Officer is simon.barber@ii-solutions.co.uk.

1.3 The applicable Processor shall comply with any further written instructions with respect to Processing by the Controller.

1.4 Any such further instructions shall be incorporated into this Annex.

Descriptions	Details
Identity of Controller for each Category of Personal Data	The Parties acknowledge that for the purposes of the Data Protection Legislation, IIS is an **Independent Controller** in respect of: • The email addresses and other personal contact details of Users, Delegates and other Customer employees any directors, officers, employees, agents, consultants and contractors that have either been provided by the Customer, or the Data Subject's themselves, for the purposes of IIS providing and administering the Deliverables.

	• Business contact details of Supplier Personnel for which the Supplier is the Controller. The Parties acknowledge that for the purposes of the Data Protection Legislation, the **Customer is the Controller and IIS is the Processor** of all other Personal Data provided by the Customer to IIS or to which IIS otherwise obtains access or otherwise processes in the course of fulfilling its obligations under this Contract.
Duration of the Processing	For the contracted period of this Contract and for any other period as prescribed by law. Processing can only take place during this contract term. Training Data: Any Delegates Personal Data will be securely removed after five years. The purpose of this retention is to provide evidence of training at such time as required by the Customer, customer organisation or in support of any legal or criminal proceedings arising from the training or consultancy received.
Nature and purposes of the Processing	The nature and purposes of the processing is to facilitate the handling of the Customer's User credentials for accessing any of the Services. This involves the essential task of configuring and managing User accounts on behalf of the Customer. IIS shall Process User and Delegate Personal Data of which it is the Controller for the purposes of: a) Complying with its obligations to the Customer pursuant to any applicable

	Contract (including providing any ongoing support to Users or Delegates in relation to their use of the Services or Goods) (Lawful Purpose – Performance of a Contract); b) Compliance with the terms of this Contract (Lawful Purpose – Performance of a Contract); c) To evaluate the quality and delivery of any Services (Lawful Purpose – Legitimate Interest); and d) For its own internal administration and management (Lawful Purpose – Legitimate Interest). Any other Personal Data Processed by IIS shall be Processed purely on the instructions of the Customer for the purposes of providing the Deliverables to the Customer.
Type of Personal Data	IIS shall be the Controller of Personal Data of Users and Delegates limited to personal contact information (first name, surname, email address, telephone number). On occasions it may also be necessary for IIS to Process technical information such as IP addresses for the purposes of supporting access to the Services. Dependent upon the nature of the Services to be provided by IIS to the Customer, IIS may also have access to, and be requested by the Customer, to Process Personal Data in relation to Personal Data obtained and utilised by the Customer for the purposes of its own objectives.

	Such Personal Data is intended to be limited to personal contact details of Data Subjects (names, addresses, email addresses, telephone numbers, home addresses) but may, depending on the Deliverables to be provided, include IIS's access to some further Personal Data such as dates of birth, physical descriptions of unique identifies, criminal records or history. Any such Processing shall be limited in nature and scope and will processed purely for the purpose of providing any Services to the Customer (for example, analysis reports of raw data). IIS shall not retain any such Personal Data.
Categories of Data Subject	Users and Delegates – the Customer's own employees, directors/ officers or agents. Any other Personal Data that could be access by IIS in performance of the Services which, depending on the nature of the Services, could include access to Personal Data of individuals identified in investigations or statistical analysis conducted by or on behalf of the Customer.
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	Exit Plan: (1) IIS will remove the Customer's access and use rights from the Services within 14 working days of termination, this purges any saved data from the platform. (2) Any evidence available on the Evidence Portal must be exported securely. The Customer

	can initiate a download of their data via the Evidence Portal. (3) Any Audit Logs for the Customers userbase will be securely removed. The audit log retention is set to 30 days and the system automatically purges any audit logs from the platform. (4) Secure deletion/destruction of user management credentials