



Intelligent. Networks

Intuitive Systems and Networks Limited

Terms and Conditions for the Supply of Professional
Services, Hardware and Packaged Software

Terms and Conditions for the Supply of Professional Services, Hardware and Packaged Software by ISN

INTRODUCTION

- A** The Customer wishes to receive and ISN is willing to supply certain Deliverables (as such are more particularly defined in the Agreement and its accompanying Quotation) at the Premises.
- B** In consideration of the Customer paying to ISN such sums as are set out in this Agreement, ISN will provide the agreed services to the Customer on the terms and conditions of this Agreement.
- C** The Customer will comply with its obligations and be bound by the terms and conditions of this Agreement.

1. DEFINITIONS

“Acceptance Tests” means those acceptance tests specified in the Quotation or those acceptance tests that may be agreed with the Customer from time to time;

“Additional Clause” means the relevant additional clause in the relevant Schedule;

“Agreement” means these terms and conditions, the schedules appended to these terms and conditions and the signed Quotation;

“Business Day” a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;

“Charges” means the price agreed between the parties for the delivery of the Services, the supply of the Goods and the supply of the Software (as applicable) as set out in the Quotation;

“Customer” means the customer named in the Quotation;

“Data Protection Legislation” has the meaning set out in Schedule 4;

“Deliverables” means those Services, Goods and Software defined in this Agreement and set out in the Quotation;

“Delivery Location” means that delivery address specified in the Quotation;

“Delivery Date” means that delivery date specified in the Quotation;

“Documentation” means all drawings, designs, diagrams, specifications, manuals, reports and other information and documentation (whether in paper, electronic or other format) supplied to a Party by the other for the purposes of this Agreement;

“Effective Date” has the meaning set out in Clause 2.1;

“Goods” means the hardware set out in the Quotation and any physical media on which Software is saved;

“Initial Term” means the term commencing on the Effective Date and expiring after the period specified in the Quotation;

“ISN” means Intuitive Systems and Networks Ltd, a company incorporated in England with company number 06641941 whose registered office is at Arrowsmith Court, Station Approach, Broadstone, Dorset, BH18 8AT;

“Intellectual Property Rights”

means any inventions, patents, trademarks, designs, design rights, trade secrets, copyright, database rights, trade, business or company names and other intellectual property rights, in each case whether registered, applied for or unregistered anywhere in the world, whether existing now or in the future;

“Parties” means ISN and the Customer; the word “Party” shall be construed accordingly;

“Quotation” means that quotation issued by ISN to the Customer;

“Packaged Software” means Software designed and developed by third parties as set out in the Quotation;

“Premises” means the Customer's premises as detailed in the Quotation being the premises at which the Deliverables are to be provided;

“Software” means the Packaged Software set out in the Quotation;

“Services” means the services to be provided by ISN to the Customer as specified in the Quotation;

“Specification” means the relevant specification and technical details for the Goods, Services or Software set out in the Quotation

2. TERM AND CONTRACT FORMATION

2.1. The Agreement shall commence on the date that ISN has received the signed Quotation from the Customer and provided written acceptance of the signed Quotation to the Customer (the “Effective Date”) and, subject to any earlier termination in accordance with the terms of this Agreement, shall continue for the Initial Term and thereafter until it is terminated by either Party pursuant to Clause 8 below. ISN may accept or decline signed Quotations at its absolute discretion. ISN may, at its discretion, accept an amendment to a Quotation by the Customer.

2.2. Where the Services being provided by ISN are recurring services such as maintenance services, the Initial Term of the Agreement shall be automatically extended for a period of one year on the date specified as being the renewal date in the Quotation unless either of the Parties has served notice to terminate in accordance with Clause 8

- 3. SERVICES**
- 3.1. The provisions of Schedule 1 (Additional Clauses for Services) shall apply in respect of any Services provided under this Agreement.
- 4. Goods**
- 4.1. The provisions of Schedule 2 (Additional Clauses for Goods) shall apply in respect of any Goods provided under this Agreement.
- 5. SOFTWARE**
- 5.1. The provisions of Schedule 3 (Additional Clauses for Software) shall apply in respect of any Software provided under this Agreement.
- 6. THE CUSTOMER'S OBLIGATIONS**
- 6.1. The Customer shall pay the Charges in accordance with this Agreement.
- 6.2. The Customer shall enter into any agreement or licence in respect of the Deliverables as is specified in the Schedules to this Agreement and the Quotation and shall perform and comply with all of the terms of such agreement or licence.
- 6.3. The Customer shall:
- 6.3.1 co-operate with ISN in all matters relating to the Deliverables and their provision;
- 6.3.2 provide for ISN, its employees, subcontractors or other third parties nominated by it, in a timely manner and at no charge, access to the Premises and any data and/or other facilities as reasonably required by ISN;
- 6.3.3 provide, in a timely manner, such information as ISN may reasonably require, and ensure that it is accurate and complete in all material respects;
- 6.3.4 accept the Deliverables from the dates specified in the Quotation;
- 6.3.5 procure that the Premises receiving the Deliverables shall be compliant with the applicable obligations under this Agreement;
- 6.3.6 without prejudice to the generality of Clause 6.3.5, where ISN's employees, agents or officers are on the Customer's Premises (including without limitation where they are delivering the Services or installing the Goods or Software on those Premises), the Customer shall at all times comply with its duties under the Health and Safety at Work Act 1974;
- 6.3.7 be liable for and fully and promptly indemnify any and all costs, losses, claims, demands, damages, expenses and proceedings arising from any failure by it to provide ISN with accurate and complete details of and information about its existing systems, software and hardware.
- 6.3.8 fully and promptly indemnify ISN against any and all costs (including legal costs), losses, claims,
- demands, damages, expenses and proceedings arising from any breach by the Customer of the provisions of Clause 6.2.
- 6.4. The successful and timely provision of the Deliverables by ISN is dependent upon the Customer's prompt performance of all of its obligations under this Agreement. Unless expressly stated, time shall not be of the essence in the provision of the Deliverables by ISN.
- 7. DATA PROTECTION**
- 7.1. The Parties shall each comply with their respective obligations under Data Protection Legislation.
- 7.2. If ISN is acting as a processor of personal data for the Customer, the provisions set out in Schedule 4 shall apply to this Agreement.
- 8. TERMINATION**
- 8.1. Either Party may terminate this Agreement by giving not less than 90 days written notice to the other, such notice to expire at the end of the Initial Term or on any anniversary of the end of it.
- 8.2. Either Party may terminate this Agreement forthwith by written notice to the other Party if:
- 8.2.1 the other Party shall commit a material breach of any of its obligations under this Agreement and shall not have remedied such breach within 30 days of receiving written notice of the breach. A breach is deemed to be "material" if it would have a material impact on the conduct of the other Party's business or the provision of the Services;
- 8.2.2 the other Party commits any material breach of this Agreement that is not capable of remedy; or
- 8.2.3 a liquidator (other than for the purpose of solvent amalgamation or reconstruction), administrative receiver, administrator or receiver is appointed in respect of the whole or part of the assets or undertakings of the other Party, or the other Party enters into an arrangement or composition with all or a class of its creditors, or it becomes unable to pay its debts when they fall due or other circumstances arise that entitle the Court or a creditor to appoint a receiver, administrative receiver or administrator or to make a winding up order in relation to the other Party, or, being an individual or firm, the other Party enters into bankruptcy, or any event analogous to any of the foregoing occurs in respect of the other Party.
- 8.3. Termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either Party.
- 8.4. On or before termination of this Agreement, at the request of the Customer, the Parties shall discuss in good faith any transition or migration services that the Customer may wish to receive from ISN and the commercial terms relating to such services.
- 8.5. On termination of this Agreement, for whatever reason each Party will immediately return to the other any and all Documentation, confidential information and property of

whatever kind and nature provided under this Agreement and belonging to the other.

9. STAFF

9.1. Each Party agrees that, when their staff and any subcontractors or representatives are present on the Premises of the other Party, they shall comply with such reasonable rules and regulations as are notified to them for the conduct of such persons on those Premises.

9.2. Each Party agrees that during the Agreement and for 12 months after it ends, it shall not directly solicit any employee, agent or sub-contractor of the other Party, who has been associated with the provision of the Services, for the purposes of offering employment or engagement to any such persons without the other Party's prior agreement in writing.

9.3. Each Party agrees that if it solicits and subsequently employs or engages any person contrary to Clause 9.2, the Party in default shall be liable to pay the other Party liquidated damages in an amount equal to 50% of such person's salary or remuneration per annum at the time of leaving the employment of the other Party. For the avoidance of doubt employment or engagement via a generally advertised recruitment campaign open to all-comers shall not constitute a breach of Clause 9.2.

10. ASSIGNMENT

10.1. Save as part of a corporate reorganization, neither Party can assign this Agreement without the written authority of the other Party, not to be unreasonably withheld or delayed.

10.2. ISN may, subject always to the prior written consent of the Customer (such consent not to be unreasonably withheld or delayed), appoint subcontractors to perform any of its obligations under this Agreement. Any appointment of such subcontractor by ISN shall not relieve it of its obligations hereunder.

11. WAIVER

11.1. No failure or delay of either Party in exercising any right under this Agreement shall be deemed a waiver of the right. No waiver of any default on any one occasion shall constitute a waiver of any subsequent default. No single or partial exercise of any right shall preclude the further or full exercise of it.

12. CONFIDENTIALITY AND PUBLICITY

12.1. Each Party undertakes at all times to hold in confidence for the other Party, to use only for the purposes hereof and not to print, publicize or otherwise disclose to any third party, Confidential Information of the other Party.

12.2. "Confidential Information" of the other Party means any document, material, idea, data or other information which relates to either ISN or the Customer's research and development, trade secrets or business affairs or which is marked as confidential and disclosed by either Party to the other for the purpose hereof.

12.3. Confidential Information of the other Party does not however include any document, material, idea, data or other information which is:

12.3.1 known to the receiving Party, under no obligation of confidence, at the time of disclosure by the other Party; or

12.3.2 becomes publicly known through no wrongful act of the receiving Party; or

12.3.3 lawfully obtained by the receiving Party from a third party who in making such disclosure breaches no obligation of confidence to the other (or any other) party; or

12.3.4 independently developed by the receiving Party; or

12.3.5 disclosed by the other Party to a third party under no obligation of confidence.

12.4. Notwithstanding Clause 12.1, nothing in this Agreement shall be construed to prevent or restrict either Party from disclosing or using in the course of its business any technical knowledge, skill or expertise of a generic nature acquired in the performance of this Agreement.

12.5. ISN may, with the Customer's prior written approval, refer to the Customer in publicity material as being a customer of ISN but shall not, without the Customer's permission, further publicize the terms of this Agreement.

12.6. The Customer undertakes not to publicize work undertaken by ISN without the prior written consent of ISN, which consent shall not be unreasonably withheld.

13. EXCLUSIONS AND LIMITATIONS OF LIABILITY

13.1. **Background to the limits and exclusions on ISN's liability.** ISN has set the Charges following a commercial assessment, including as a balance of the level of risk and liability that it is able to accept. As a consequence, it requires to limit its liability as set out in this Clause 13. The Customer is responsible for making its own arrangements for the insurance of any excess loss as it feels is commercially appropriate.

13.2. **Scope of limitations in this Clause.** The restrictions on liability in this Clause 13 apply to every liability arising under or in connection with this Agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

13.3. **Liability under indemnities.** Nothing in this Agreement shall limit any liability under Clause 6.3.7 of this Agreement or Additional Clause 11 of Schedule 3 to this Agreement.

13.4. **Liabilities which cannot legally be limited.** Nothing in this Agreement limits any liability which cannot legally be limited, including but not limited to liability for:

13.4.1 death or personal injury caused by negligence;

13.4.2 fraud or fraudulent misrepresentation.

13.5. **Cap on ISN's liability.** Subject to Clause 13.3, Clause 13.4 and Additional Clause 17 of Schedule 2, ISN's total liability to the Customer shall not exceed the total Charges as defined within this Agreement, payable by the Customer in the 12 months up to the incident (or first incident in the series of connected incidents) giving rise to the liability occurs, or £250,000, whichever is the lower.

13.6. **Excluded loss.** Subject to Clause 13.3 and Clause 13.4, ISN shall not be liable for any losses or damages which may arise due to problems associated with the Services or equipment of any third party. Further, the types of loss listed in Clause 13.6.1 are wholly excluded by the Parties:

13.6.1 Types of loss wholly excluded:

- (a) Loss of profits.
- (b) Loss of sales or business.
- (c) Loss of agreements or contracts.
- (d) Loss of anticipated savings.
- (e) Loss of use or corruption of software, data or information.
- (f) Loss of or damage to goodwill.
- (g) Indirect or consequential loss.

13.7. **Exclusion of statutory implied terms.** Clause 13.10, Additional Clause 17 of Schedule 1 and Additional Clause 18 of Schedule 2 shall apply.

13.8. **No liability for claims not notified within 12 months.** Subject at all times to the provisions of Schedules 1, 2 and 3, unless a Party notifies the other Party that it intends to make a claim in respect of an event within the notice period, the other Party shall have no liability for that event. The notice period for an event shall start on the day on which the Party wishing to make a claim became, or ought reasonably to have become, aware of the event having occurred (as opposed to it becoming aware of its having grounds to make a claim in respect of it) and shall expire 12 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

13.9. If the Deliverables are licensed under the laws of any foreign jurisdiction (including without limitation any export laws of the United States), then regardless of any disclosure made by the Customer to ISN of an ultimate destination of the Deliverables, it is the Customer's sole responsibility to obtain all necessary approvals, licences and consents (collectively the "Consents") from the relevant authorities (including without limitation the United States government where applicable) before re-exporting the Deliverables. ISN shall not be liable for any costs, losses, claims, demands, damages, expenses and proceedings resulting from the Customer's failure to obtain such Consents.

13.10. The Parties' sole obligations and liabilities are as stated in this Agreement and all other representations, conditions, warranties and terms express or implied whether by statute, law or otherwise (including those made prior to the Effective Date) are hereby excluded to the fullest extent permitted by law.

14. INSURANCE

14.1. Both Parties shall maintain appropriate employer's and public liability insurance cover for the duration of this Agreement and for 3 years after its termination, for their employees and against loss or damage to either Party's property and personnel in the sum of no less than £5,000,000 (five million pounds). ISN shall also maintain professional indemnity insurance cover for the duration of this Agreement and for 3 years after

its termination in the sum of no less than £1,000,000 (one million pounds). As and when reasonably required to do so by the other, each Party shall provide proper documentary evidence that premium payments are up to date and that the insurance is being properly maintained.

15. ANTI-BRIBERY AND ANTI-CORRUPTION

15.1. ISN shall:

15.1.1 comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including to the Bribery Act 2010 ("**Relevant Requirements**");

15.1.2 promptly report to the Customer any request or demand for any undue financial or other advantage of any kind received by ISN in connection with the performance of this Agreement;

15.1.3 have and maintain in place adequate procedures to ensure compliance with the Relevant Requirements; and

15.1.4 annually certify to the Customer in writing signed by an officer of ISN, compliance with this Clause 15 by ISN and all persons associated with it under Clause 15.2. ISN shall provide such supporting evidence of compliance as the Customer may reasonably request.

15.2. ISN shall ensure that any person associated with ISN who is performing services in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on ISN in this Clause 15 ("**Relevant Terms**"). ISN shall be responsible for the observance and performance by such persons of the Relevant Terms and shall be directly liable to the Customer for any breach by such persons of any of the Relevant Terms.

15.3. Breach of this Clause 15 shall be deemed a material breach under Clause 8.2.1.

15.4. For the purpose of this Clause 15, the meaning of adequate procedures and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act) and section 8 of that Act respectively. For the purposes of this Clause 15 a person associated with ISN includes any of its subcontractors.

16. ANTI-FACILITATION OF TAX EVASION

16.1. ISN shall:

16.1.1 not engage in any activity, practice or conduct which would constitute either:

(a) a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017; or

(b) a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017;

16.1.2 have and shall maintain in place throughout the term of this Agreement such policies and

procedures as are both reasonable to prevent the facilitation of tax evasion by another person (including without limitation employees of ISN's) and to ensure compliance with Clause 16.1;

- 16.1.3 promptly report to the Customer any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017 in connection with the performance of this Agreement;
- 16.1.4 annually certify to the Customer in writing signed by an officer of ISN's, compliance with this Clause 16 by ISN and all persons associated with it under Clause 16.2. ISN shall provide such supporting evidence of compliance as the Customer may reasonably request.
- 16.2. ISN shall ensure that any person associated with it who is performing Services in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on ISN in this Clause 16 ("Tax Relevant Terms"). ISN shall be responsible for the observance and performance by such persons of the Tax Relevant Terms, and shall be directly liable to the Customer for any breach by such persons of any of the Tax Relevant Terms.
- 16.3. Breach of this Clause 16 shall be deemed a material breach under Clause 8.2.1.
- 16.4. For the purposes of Clause 16, the meaning of reasonable prevention procedure shall be determined in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017 and a person associated with ISN includes any subcontractor of ISN's.

17. COMPLIANCE WITH ANTI-SLAVERY AND HUMAN TRAFFICKING LAWS

- 17.1. In performing its obligations under the agreement, ISN shall:
- 17.1.1 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force, including the Modern Slavery Act 2015; and
- 17.1.2 include in contracts with its direct subcontractors and suppliers provisions which are at least as onerous as those set out in this Clause 17.
- 17.1.3 maintain a complete set of records to trace the supply chain of all Services provided to the Customer in connection with this agreement; and permit the Customer and its third party representatives to inspect ISN's premises, records, and to meet ISN's personnel to audit ISN's compliance with its obligations under this Clause 17.
- 17.1.4 ISN represents and warrants that at the date of this Agreement it has not been convicted of any offence involving slavery and human trafficking; nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.

- 17.1.5 The Customer may terminate the agreement with immediate effect by giving written notice to ISN if ISN commits a breach of this Clause 17.

18. FORCE MAJEURE

- 18.1. Neither Party shall be liable for any failure to perform any of its obligations under this Agreement if the performance of such obligation has been directly interfered with, hindered, delayed or prevented by any circumstances, which are not reasonably within the control of that Party to prevent and where the failing Party has taken all reasonable steps to mitigate against the impact of such circumstances.
- 18.2. Should any circumstance of force majeure continue for more than 180 days then the Customer may either suspend or terminate the Agreement so far as it relates to the affected Services without liability other than for then outstanding charges under this Agreement. If the Customer has suspended the Services, the Customer shall resume payment for the Services from the date of resumption of the Services.

19. NOTICES

- 19.1. Any notice required to be given under this Agreement to either Party will be addressed to the Party at the details below. Such notice shall be given by hand, by email or first class prepaid post. Hand-delivered notices shall take effect upon delivery, email on the next working day after sending and postal notices two working days after posting.

Intuitive Systems and Networks Limited

Address: 1 Coped Hall Business Park, Royal Wootton Bassett, Wiltshire, SN4 8DP

For attention of: Operations Director
Email: that ISN email address (if any) listed in the Quotation
Telephone: 0203 239 2476

The Customer

Address: the Customer's registered office address or such other address as the Customer may from time to time direct
For attention of: that contact (if any) listed in the Quotation
Telephone: the telephone number (if any) listed in the Quotation

20. LAW, VENUE AND DISPUTES

- 20.1. This Agreement and the relationship between the Parties shall be governed in all respects by the laws of England and Wales and the Parties submit to the exclusive jurisdiction of the Courts of England.
- 20.2. Subject to Clause 20.8, in the event of any disputes, controversies or differences which may arise between the Parties in connection with this Agreement ("Dispute"), the

- Parties shall attempt in good faith to resolve such Dispute promptly by negotiations between executives of the Parties.
- 20.3. If a Dispute should arise, the relevant account managers from each Party shall meet at least once and shall attempt to resolve the matter. Such meeting shall take place within 7 days of a written request for such meeting at a mutually agreed time.
- 20.4. If the matter has not been resolved within 7 days of the first meeting, the account managers shall refer the matter immediately to senior executives, who shall have the authority to settle the Dispute. The senior executives shall meet as soon as practicable or in any event within 21 days of the first meeting for negotiations at a mutually agreed time.
- 20.5. In the event that the nature of the Dispute is such that a Party deems it necessary to expedite the dispute resolution process ("Expedited Process"), such Party may request that the 7 day period provided for in Clause 20.4 shall be shortened to a 2 day period and the other Party shall be required to comply with such request. However, if the designated account manager cannot reasonably be made available to meet within 2 days of the written request for a meeting, then another employee of the Party receiving the request, who is reasonably familiar with the subject matter of this Agreement, may be substituted in their place.
- 20.6. In the event that a Dispute is not settled within 8 days (3 days in the case of an Expedited Process) of the first meeting of the senior executives, either Party may refer the Dispute as set out in Clause 20.7.
- 20.7. If the Dispute has not been resolved in accordance with Clauses 20.2 to 20.6, the Parties will refer it to mediation in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure. (See www.cedr.co.uk). Unless the Parties agree on the choice of mediator within 7 days of one Party nominating a proposed mediator in writing to the other, the mediator shall be appointed by CEDR at the request of either Party. If the Parties fail to agree terms of settlement within 42 days of the start of the first meeting held under such procedure, the dispute may be referred to litigation by either Party. Nothing in this clause shall prevent or delay either Party from seeking injunctive relief in any court in respect of any infringement of intellectual property or from issuing proceedings to recover any undisputed debt or from joining the other Party to any proceedings issued against the first Party by a third party.
- 20.8. Nothing in Clauses 20.2 to 20.6 shall restrict at any time while the Dispute resolution procedure set out is in progress, or before or after it is invoked, either Party from commencing legal proceedings for injunctive relief, or to preserve any legal right or remedy or to protect any Intellectual Property Rights and/or trade secret rights.

21. ENTIRE AGREEMENT

- 21.1. This Agreement constitutes the entire agreement between the Parties relating to the Services and supersedes all previous oral or written communications, proposals and agreements in respect thereof. This Agreement may not be modified except in writing, including by amendments which have been duly executed by the Parties in accordance with the agreed change control procedures.

22. DATA PROTECTION

- 22.1. The Parties shall each comply with their respective obligations under Data Protection Legislation.

23. VARIATIONS

- 23.1. Subject at all times to the provisions of the Schedules, no variation to this Agreement shall be effective unless it is in writing and signed by the authorised representatives of both Parties.

24. INTERPRETATIONS AND GENERAL CLAUSES

- 24.1. In this Agreement unless otherwise stated:
- 24.1.1 the headings used in this Agreement are included for convenience only and are not to be used in construing or interpreting this Agreement;
- 24.1.2 any reference to the plural shall include the singular and vice versa;
- 24.1.3 any reference to a Clause shall be a Clause of this Agreement unless otherwise specifically stated; and
- 24.1.4 any reference to a Schedule shall be a Schedule to this Agreement.
- 24.2. In the event of any conflict or inconsistency in this Agreement, the Clauses shall have precedence over the Schedules.
- 24.3. If any term, provision, or clause of this Agreement or any portion of such term, provision or clause is held invalid or unenforceable, the remainder of this Agreement will not be affected and each remaining term, provision or clause or portion thereof will be valid and enforceable to the full extent permitted by law.
- 24.4. A person who is not a party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

Schedule 1– Additional Clauses for Services

Service Delivery

1. ISN will provide the Services to the Customer throughout this Agreement in accordance with its terms.
2. ISN offers specialist services at a high level of expertise and accordingly undertakes and warrants that the Services will be provided in accordance with this Agreement with reasonable skill and care and to a professional standard.
3. The Customer shall ensure that ISN has a safe and appropriate working environment at the Premises in order to deliver the Services.
4. The Customer warrants that it has the right to grant ISN and its agents access to its Premises where the Services are to be delivered.
5. The Customer shall have the right to order the removal from its Premises of any person employed by or acting on behalf of ISN who in its reasonable opinion is not a fit person to be on the site. ISN undertakes to use reasonable endeavours to replace any such person with appropriately skilled and qualified personnel to enable the provision of the Services by ISN in accordance with this Agreement.
6. In supplying the Services, ISN shall comply with all applicable laws and regulations in force from time to time (provided always that ISN shall not be liable under this Agreement if, as a result of such compliance, it is in breach of any of its obligations under this Agreement).

Intellectual Property

7. If any document, material, idea, data or other information constituting an original item is developed by ISN in performing the Services (“Results”), title thereto and all Intellectual Property Rights shall be vested in ISN from the time they are created. ISN shall grant the Customer a non-exclusive licence to use such Results to the extent necessary for the Customer to receive the benefit of the Services during this Agreement.

Charges and Payment

8. Unless otherwise specified in the Quotation:
 - 8.1 the Charges for the Services from the Effective Date will be set out in Quotation; and
 - 8.2 the Charges for the Services shall be payable in full by the Customer in advance of the date agreed for their delivery or within 10 days of the Effective Date (whichever shall be the sooner)
 - 8.3 in the event that the provision of the Services by ISN extends for subsequent years, the Charges shall increase each year on the anniversary of the Effective Date in line with the percentage increase in the Consumer Price Index (CPIH) published by the UK Government’s Office of National Statistics for the preceding 12 month period.
9. Unless the Charges are expressly stated in the Quotation to be inclusive of expenses and other incidental items, then in addition to the Charges, expenses and other incidental

items shall be payable by the Customer. Such expenses and other incidental items shall be charged by ISN in accordance with ISN’s normal expenses policy from time to time.

10. All Charges and other expenses and costs are quoted exclusive of VAT or any other applicable taxes, which shall be payable in addition to them.
11. For the avoidance of doubt, where ISN sub-contracts any part of the Services to a third party in accordance with this Agreement, ISN is responsible for payments to that third party.
12. ISN reserves the right to make a reasonable charge for any additional work performed by it which is attributable to the Customer’s failure to perform any of its obligations under this Agreement, provided that such work is reasonably necessary and directly attributable to the Customer’s failure.

Changes to the Services

13. Either Party may request at any time that a change be made to the Services. The other Party shall act reasonably in considering such changes and the changes to this Agreement, including the Charges, that would relate to such changes.
14. When the Parties agree to implement a change requested to the Services, the details of such change shall be specified and confirmed in writing by the Parties. Neither Party shall be obliged to implement such change until such time as it shall have been so agreed in writing.
15. ISN reserves the right to make operational changes to the Services, provided that such changes shall be notified to the Customer, not adversely affect the Services provided to the Customer, nor cause the Customer to incur increased costs as a direct result of such changes.
16. If any part of the Services including (without limitation, services in relation to any Goods or Software provided by ISN under this Agreement) are subject to changes resulting from product change outside of ISN’s control or have reached the end of their life (“EOL”), ISN shall notify the Customer and the Services shall be amended accordingly (with any consequential changes to the Charges). ISN shall endeavour to give to the Customer three months prior notice but shall give such alternative notice as is reasonably possible. When a product is approaching the EOL, ISN will use reasonable endeavours to notify the Customer of important milestones throughout the EOL period including the initial EOL notification, the end of support milestone dates as well as other key information pertaining to the affected part of the Service.

Exclusion of statutory implied terms

17. ISN has given commitments as to compliance of the Services with relevant provisions of this Schedule 1. In view of these commitments, the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this agreement.

Schedule 2 – Additional Clauses for Goods

cancel an instalment because of any delay in delivery or defect in another instalment.

The Goods

1. Any samples, drawings, descriptive matter, or advertising produced by ISN and any descriptions or illustrations contained in ISN's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of this Agreement or have any contractual force.
2. ISN reserves the right to amend [the Specification] of the Goods if required by any applicable statutory or regulatory requirements.
3. In the event that the Goods are accompanied by any Software, the provisions of Schedule 3 shall apply.

Delivery

4. ISN shall ensure that each delivery of the Goods is accompanied by a delivery note which shows the Quotation number, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the relevant order is being delivered by instalments, the outstanding balance of the Goods remaining to be delivered.
5. ISN shall endeavour to deliver the Goods to the Delivery Location on the relevant Delivery Date.
6. Delivery is completed on the completion of unloading of the Goods at the Delivery Location.
7. Delivery Dates are approximate only, and the time of delivery is not of the essence. ISN shall not be liable for any delay in delivery of any Goods that is caused by:
 - 7.1 force majeure (as described in Clause 18.1 of this Agreement); or
 - 7.2 the Customer's failure to provide ISN with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
8. The Customer shall be liable for and fully and promptly indemnify ISN against any costs, losses and expenses incurred by ISN as a result of the Customer failing to accept delivery of the Goods on the Delivery Date.
9. Without prejudice to any other right or remedy that it may have, if 10 Business Days after the day on which ISN attempted to make delivery of the Goods the Customer has not taken delivery of those Goods, ISN may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods, or charge the Customer for any shortfall below the price of the Goods.
10. ISN may deliver the Goods in instalments, which shall be invoiced and paid for separately. The Customer may not

Installation

11. Where installation work is required, the Customer shall provide the employees, agents and officers of ISN with such access to the Customer's Premises, computer systems and staff as ISN may require to complete the installation.

Acceptance Testing

12. Where required by the Customer, the Parties shall agree any acceptance testing (the "Acceptance Tests") to be carried out in respect of the Goods.
13. In the event that the Goods initially fail to pass the Acceptance Tests, the Parties shall discuss any issues arising from the initial Acceptance Tests and any remedial action that may be required. ISN shall be entitled to carry out further Acceptance Tests within a reasonable timescale.

14. The Customer shall be deemed to have accepted the Goods if:

- 14.1 the Acceptance Tests are certified by ISN to be successful; or
- 14.2 the Customer commences operational use of the Goods.

Manufacturer's Warranty

15. To the extent that it is able to do so, ISN shall transfer the benefit of any manufacturer's warranty relating to the Goods to the Customer. In the event of there being any defect in the Goods, the Customer shall notify ISN of that defect promptly on becoming aware of it. Where the Customer has had a manufacturer's warranty transferred to it, it shall, in the first instance seek to claim under that warranty in respect of any defective Goods.
16. ISN shall not be liable for any defect or failure in the Goods if:
 - 16.1 the Customer makes any further use of such Goods after giving notice of defects in accordance with Additional Clause 15 of this Schedule 2;
 - 16.2 the defect arises because the Customer failed to follow ISN's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
 - 16.3 the defect arises as a result of ISN following any drawing, design supplied by the Customer;
 - 16.4 the Customer alters or repairs such Goods without the written consent of ISN;
 - 16.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - 16.6 the Goods differ from their description as a result of changes made to ensure they comply

with applicable statutory or regulatory requirements.

17. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from this agreement.
18. The terms of this Agreement shall apply to any repaired or replacement Goods supplied by ISN at its absolute discretion.

Title and Risk

19. Risk in the Goods shall pass to the Customer on completion of the unloading of the Goods at the Delivery Location.
20. Title to the Goods shall only pass to the Customer once ISN receives payment in full (in cash or cleared funds) for them.
21. Until title to the Goods has passed to the Customer, the Customer shall:
 - 21.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as ISN's property;
 - 21.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - 21.3 maintain the Goods in satisfactory condition and keep it insured against all risks for its full price from the date of delivery;
 - 21.4 notify ISN immediately if it becomes subject to any of the events listed in clause 8.2.2 of this Agreement; and
 - 21.5 give ISN such information relating to the Goods as ISN may require from time to time.
22. ISN may recover Goods in which title has not passed to the Customer. The Customer irrevocably licenses ISN, its officers, employees and agents, to enter any premises of the Customer (including with vehicles), in order to satisfy itself that the Customer is complying with the obligations in Additional Clause 21 of this Schedule 2, and to recover any Goods in which property has not passed to the Customer.
23. ISN may at any time after delivery elect to transfer title in the Goods to the Customer, in which case the Customer shall immediately pay the price to ISN.

Charges and Payment

24. The Charges for the Goods shall be as set out in the Quotation.
25. ISN may invoice the Customer for the Charges plus VAT at the prevailing rate on or at any time after it confirms the Quotation with the Customer.
26. The Customer shall pay all invoices received from ISN in full (without set off, withholding, counterclaim or deduction) and in cleared funds within 30 days of the invoice date.

Payment shall be made to the bank account listed in the invoice.

27. If the Customer fails to make any payment due to ISN under this Agreement by the due date for payment, then without limiting ISN's remedies under Clause 8 of this Agreement or Additional Clause 23 of this Schedule 2 the Customer shall pay interest on the overdue amount at the rate of 4% per month. 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.

Schedule 3 – Additional Clauses for Software

Delivery, Acceptance and Installation

1. ISN shall deliver and, if required by the Customer, install the Software to the Delivery Location on the Delivery Date. Risk in any tangible media on which the Software is delivered shall pass on delivery.
2. Where installation work is required, the Customer shall provide the employees, agents and officers of ISN with such access to the Customer's Premises, computer systems and staff as ISN may require to complete the installation.
3. The Customer shall be liable for and fully and promptly indemnify ISN against any costs, losses and expenses incurred by ISN as a result of the Customer failing to comply with Additional Clause 2 of this Schedule 3 on the agreed date for the installation of the Software.
4. Following installation and within a timescale agreed between the Parties (as such may be specified in the Quotation), ISN shall, if required by the Customer, carry out the Acceptance Tests in respect of the Software.
5. In the event that the Software initially fails to pass the Acceptance Tests, the Parties shall discuss any issues arising from the initial Acceptance Tests and any remedial action that may be required. ISN shall be entitled to carry out further Acceptance Tests within a reasonable timescale.
6. The Customer shall be deemed to have accepted the Software if:
 - 6.1 the Acceptance Tests are certified by ISN to be successful; or
 - 6.2 the Customer commences operational use of the Software.

Charges and Payment

7. The Charges for the Software shall be as set out in the Quotation.
8. ISN may invoice the Customer for the Charges plus VAT at the prevailing rate on or at any time after it confirms the Quotation with the Customer.
9. The Customer shall pay all invoices received from ISN in full (without set off or deduction) and in cleared funds within 30 days of the invoice date. Payment shall be made to the bank account listed in the invoice.
10. If the Customer fails to make any payment due to ISN under this Agreement by the due date for payment, then without limiting ISN's remedies under Clause 8 of this Agreement the Customer shall pay interest on the overdue amount at the rate of 4% per month. 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.

Third Party Software

11. The Customer acknowledges that the Software provided by ISN under this Agreement is Packaged Software. As such,

ISN cannot guarantee that the Software is free from viruses, trojans, malware, worms, cancelbots or other programs having a destructive or contaminative effect. ISN shall not be liable in the event that the Software is infected with such programs.

12. The Customer shall at all times comply with any third-party terms and conditions and licences that apply to the Software and its use (the "Third Party Conditions"). The Customer shall indemnify ISN in full against all losses of or claims against ISN arising out of or in connection with any infringement of a third party's rights (including any Intellectual Property Rights) that relate in any manner to the use by the Customer, or to the breach by the Customer of any Third Party Conditions relating to the Customer's use, of such software.
13. [If any third party makes a claim or notifies an intention to make a claim against the Customer in relation to its use of the Software for its proper and intended purpose, the Customer shall notify ISN as soon as reasonably practicable.
14. If any claim is made or ISN's opinion is likely to be made against the Customer as a result of the Customer's use of the Software for its proper and intended purpose, ISN may at its sole option and expense:
 - 14.1 procure for the Customer the right to continue to use the Software (or any part thereof) in accordance with the terms of this Agreement;
 - 14.2 modify the Software so that it ceases to be infringing;
 - 14.3 replace the Software with non-infringing software; or
 - 14.4 terminate this Agreement immediately by notice in writing to the Customer and refund any of the Charges paid by the Customer in respect of the Software as at the date of termination (less a reasonable sum in respect of the Customer's use of the Software to the date of termination) on return of the Software and all copies thereof,

Provided that, if ISN modifies or replaces the Software, the modified or replacement Software must comply with the warranties contained in Additional Clause 11 of this Schedule 3 and the Customer shall have the same rights in respect thereof as it would have had under those clauses had the references to the Delivery Date or (if applicable) the date of installation of the Software been references to the date on which such modification or replacement was made.

Software Owner's Warranties

15. To the extent that it is able to do so, ISN shall transfer the benefit of any software owner's warranty relating to the Software to the Customer. In the event of there being any defect in the Software, the Customer shall notify ISN of that defect promptly on becoming aware of it. Where the Customer has had a software owner's warranty transferred

to it, it shall, in the first instance seek to claim under that warranty in respect of any defective Software.

16. ISN does not warrant that the use of the Software will be uninterrupted or error free.
17. The Customer accepts responsibility for the selection of the Software to achieve its intended results and acknowledges that the Software has not been developed to meet the individual requirements of the Customer.

Schedule 4 – Data Protection

1. Definitions
 - 1.1 **"Data Protection Legislation"** means (whilst they are in force):
 - 1.1.1 the Data Protection Act 2018;
 - 1.1.2 the EU General Data Protection Regulation ("GDPR"); and
 - 1.1.3 any successor legislation to the Data Protection Act 2018 or the GDPR and any other applicable laws and regulations relating to the processing of personal data and privacy.
 - 1.2 **"Personal Data", "Data Controller", "Data Processor", "Data Subject" and "Process"** are as defined in the Data Protection Legislation.
2. The Customer shall be the Data Controller and ISN shall be the Data Processor in respect of Personal Data Processed by ISN on the Customer's behalf in performing the obligations under this Agreement. The Customer shall be solely responsible for determining the purposes for which and the manner in which such Personal Data is Processed. However, ISN shall further be authorised to Process the Personal Data if it is required so to do by the laws of the UK or of any member of the EU, or by the laws of the EU applicable to ISN to process Personal Data ("Applicable Laws"). Where ISN relies on laws of the UK, or a member of the EU or EU law as the basis for Processing Personal Data, ISN shall promptly notify the Customer of this before performing the Processing required by the Applicable Laws unless those Applicable Laws prohibit ISN from so notifying the Customer. The Customer will ensure that it has all necessary appropriate consents and notices in place to enable the lawful transfer of the Personal Data to ISN and the Processing of the Personal Data by ISN (or any of ISN's authorized sub-processors) for the purposes of this Agreement.
3. Both Parties shall at all times during the term of this Agreement comply with all applicable requirements of the Data Protection Legislation in relation to the Processing of Personal Data.
4. Where required to do so by Data Protection Legislation, ISN will maintain a written log of all Processing of Personal Data performed by it on behalf of the Customer, and provide the Customer with a copy of such log on request. The written log shall include the following information:
 - 4.1.1 the categories of Processing carried out on the Customer's behalf;
 - 4.1.2 a list of any transfers of Personal Data to a third party outside the EEA and UK (including the name of the relevant non-EEA country and organisation), and documentation of the suitable safeguards in place for such transfers. For the avoidance of doubt, all such transfers are subject always to the Customer's consent in accordance with this Agreement; and
- 4.1.3 a general description of the technical and organisational security measures referred to in this Agreement.
5. Where ISN Processes Personal Data on the Customer's behalf, ISN shall, in respect of such Personal Data:
 - 5.1 not access or use Personal Data except as is necessary to provide the Services, and then only as reasonably necessary for the performance of this Agreement;
 - 5.2 act strictly in accordance with this Agreement and on the Customer's written instructions received from time to time;
 - 5.3 comply promptly with any request from the Customer to amend, delete or transfer Personal Data;
 - 5.4 not disclose Personal Data to any employee, director, agent, contractor or affiliate of ISN ("**Supplier's Personnel**"), or any third party, except as is necessary for the performance of the Services, or to comply with applicable laws, or with the Customer's prior written consent;
 - 5.5 implement and maintain appropriate technical and organisational measures:
 - 5.5.1 to protect the security and confidentiality of Personal Data Processed by ISN in providing the Services;
 - 5.5.2 to protect Personal Data at all times against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure, access, or Processing; or
 - 5.5.3 as required under the Data Protection Legislation.
 - 5.6 notify the Customer of any request made by a Data Subject under Data Protection Legislation in relation to or in connection with Personal Data Processed by ISN on the Customer's behalf and at all times cooperate with and assist the Customer to execute its obligations under the Data Protection Legislation in relation to such Data Subject requests;
 - 5.7 process the Personal Data in accordance with the specified duration, purpose, type and categories of Data Subjects as set out in the Annex to this Schedule 4 or as otherwise notified by the Customer to ISN.
6. ISN shall within 24 hours, or earlier if reasonably practicable, of becoming aware, notify the Customer in writing of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised

disclosure of, or access to Personal Data. The notice provided will specify:

- 6.1 the categories and number of the individuals and the records concerned;
- 6.2 the likely consequences of the breach;
- 6.3 any steps taken to mitigate and address the breach; and
- 6.4 specify an appropriate point of contact within ISN's organisation who the Customer can contact about the breach.

ISN will promptly give to the Customer the detail it requests to allow the Customer to understand the impact of the breach. ISN will promptly comply with any instructions provided by the Customer, and cooperate with the Customer, in relation to the data breach.

7. ISN must obtain the prior written consent of the Customer before engaging a subcontractor to Process Personal Data on the Customer's behalf. Where that consent is given, it will be conditional upon the Customer having executed a written contract with the third party which contains terms for the protection of Personal Data which are no less protective than the terms set out in this Agreement.
8. ISN shall not, and shall procure that its subcontractors shall not, transfer or Process any Personal Data outside the EEA and/or the UK without the Customer's prior written consent and the following conditions are fulfilled:
 - 8.1 the Customer or ISN has provided appropriate safeguards in relation to the transfer;
 - 8.2 the data subject has enforceable rights and effective legal remedies;
 - 8.3 ISN complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - 8.4 ISN complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
9. ISN shall provide the Customer with such reasonable assistance as the Customer shall require in relation to any complaints made by Data Subjects or investigations or enquiries made by any regulator or supervisory authority relating to the Customer or the Customer's obligations under the Data Protection Legislation.
10. In relation to Personal Data Processed by ISN under this Agreement, ISN shall co-operate with the Customer to the extent reasonably necessary to enable the Customer to adequately discharge its responsibility as a data controller under Data Protection Legislation (including in respect of the preparation of data protection impact assessments).
11. The Customer shall have the right to audit ISN and relevant records and materials as necessary to demonstrate ISN's compliance with its obligations under this Agreement and Data Protection Legislation. At any time ISN will co-operate fully to allow and assist such audits, including on-site

inspections of its business premises or processing facilities, conducted by the Customer or its auditor.

12. ISN will tell the Customer immediately if ISN is asked to do something which might infringe the Data Protection Legislation or other data protection law of the EU or a Member State.
13. ISN shall ensure that any Supplier Personnel with access to Personal Data are both bound by confidentiality obligations in respect of access, use or processing of such Personal Data, and have received appropriate training.
14. At the Customer's request, ISN shall provide a copy of all Personal Data held by ISN in the format and on the media reasonably specified by the Customer.
15. On termination or expiry of this Agreement, at the Customer's request, ISN shall delete or return to the Customer all Personal Data processed by ISN on the Customer's behalf, and ISN shall delete existing copies of such Personal Data except where necessary to retain such Personal Data strictly for the purposes of compliance with UK, EU or EU Member State Laws applicable to ISN.
16. Each Party shall be responsible for bearing the costs of its obligations under this Schedule 4.
17. The provisions of this Schedule 4 shall survive termination of the Agreement.
18. The Parties will agree to any reasonable amendment to this Agreement required to bring it into line with any amendment to or re-enactment of any Data Protection Legislation, in particular to reflect the GDPR, or to allow each of the Parties to comply with any requirement or recommendation of the Information Commissioner or any other data protection or supervisory authority in relation to the Processing of Personal Data.

ANNEX TO SCHEDULE 4

Annex B – Data Processing Information

1	Subject matter of the processing	[insert]
2	Duration	The Personal Data will be processed during the term of the Agreement and as required for any post Agreement matters.
3	Nature and Purpose of the processing	The Personal Data described below will be processed by ISN in the course of providing the Services and all associated administration.
4	Types of Personal Data processed	The Personal Data only includes the following data fields: [insert]
5	Categories of Data Subjects in relation to Personal Data Processed	[The Customer's staff] [Others?]