

GENERAL TERMS AND CONDITIONS

NTI UK may make various Goods and/or Services available to the Customer, as set out in a relevant Order. These Standard Terms and Conditions of Business (“**Terms**”) apply to each Order that the Customer places with NTI UK for those Goods and/or Services to the exclusion of all other terms, conditions, courses of dealing or implied terms.

I. TERMS & CONDITIONS

1. DEFINITIONS AND INTERPRETATION

- 1.1 The following terms shall have the meanings as set out below, unless otherwise specified in these Terms:
- 1.1.1 “**NTI UK**” means NTI Digital Solutions UK Ltd (CN 04427892) whose registered office is at Lammas Gate, 84 Meadow, Godalming, Surrey GU7 3HT.
 - 1.1.2 “**Bronze Support Services**” means those Support Services described as Bronze Support Services in paragraphs 2.15 and 2.17 of the Schedule.
 - 1.1.3 “**Configuration and Installation Services**” means the services that NTI UK may provide to the Customer (as indicated in the Quotation and confirmed in the Order Acknowledgement) relating to the configuration and installation of Goods at the Customer’s agreed premises, as detailed more particularly in clauses 6.4-6.7, and forming part of the Services.
 - 1.1.4 “**Contract**” means the contract between NTI UK and the Customer for the supply of Goods and/or Services in accordance with these Terms, the Order Acknowledgement and the Order.
 - 1.1.5 “**T/the Customer**” means any person, public authority, partnership, company or other corporate body who places an Order.
 - 1.1.6 “**Customer’s IT Equipment**” means the Customer’s IT hardware and software equipment located from time to time at the Premises.
 - 1.1.7 “**Data Protection Legislation**” means the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).
 - 1.1.8 “**End User Agreement**” means the end user agreement applicable to any of the Goods and/or Services to be provided to the Customer as detailed in an Order, as between the Customer and any Third Party Provider, as notified to the Customer by the Third Party Provider, which may include any terms of use of software forming part of any Goods and/or Services included in an Order.
 - 1.1.9 “**Gold Support Services**” means those Support Services described as Gold Support Services in paragraphs 2.3 – 2.10 (inclusive) of the Schedule.
 - 1.1.10 “**Goods**” means any and all goods set out in an Order.
 - 1.1.11 Heightened Cybersecurity Requirements: any laws, regulations, codes, guidance (from regulatory and advisory bodies, whether mandatory or not), international and national standards, industry schemes and sanctions, which are applicable to either the Customer or its end users relating to security of network and information systems and security breach and incident reporting requirements, which may include the

Network and Information Systems Regulations 2018 (SI 506/2018), all as amended or updated from time to time.

- 1.1.12 **"Intellectual Property Rights"** means all patents, rights to inventions, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in goodwill, rights in designs, rights in software, database right, rights in confidential information and any other intellectual property rights (in each case whether registered or not) including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
- 1.1.13 **"Order"** means an order placed by the Customer with NTI UK for the supply of Goods and/or Services in accordance with clause 4 (*Quotations, Orders and Order Acknowledgements*) below.
- 1.1.14 **"Order Acknowledgement"** means an acknowledgement of an Order placed by the Customer with NTI UK pursuant to clause 4 (*Quotations, Orders and Order Acknowledgements*).
- 1.1.15 **"Premises"** means the Customer's premises where it receives the Support Services as confirmed in the Order Acknowledgement.
- 1.1.16 **"Quotation"** means the quotation provided by NTI UK to the Customer (if any) setting out details, including prices, of the Goods and/or Services anticipated to be provided by NTI UK to the Customer.
- 1.1.17 **"Services"** means the Configuration and Installation Services and the Support Services supplied by NTI UK to the Customer, as detailed in an Order.
- 1.1.18 **"Silver Support Services"** means those Support Services described as Silver Support Services in paragraphs 2.11 – 2.14 (inclusive) the Schedule;
- 1.1.19 **"Supply Location"** means the agreed premises where the Configuration and Installation Services are to be provided.
- 1.1.20 **"Support Services"** means the support services that may form part of an Order, being either Bronze Support Services, Silver Support Services or Gold Support Services, and which NTI UK will provide to the Customer in accordance with these Terms if it has issued an Order Acknowledgement of the Order incorporating a request for such support services.
- 1.1.21 **"Third Party Provider"** means any third party provider of software or other Goods and/or Services that may be included in an Order.
- 1.1.22 **"UK Data Protection Legislation"** means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive (2002/58/EC) (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.
- 1.1.23 **"Working Day"** means a business day in the UK when banks in London are open for business.
- 1.2 The Contract can only be varied if agreed in writing between a duly appointed director of NTI UK and the Customer.
- 1.3 Each Order and the accompanying Order Acknowledgement shall constitute a separate Contract between NTI UK and the Customer, in each instance subject to these Terms.
- 1.4 References to the clauses and the Schedule are to the clauses and the Schedule of these Terms and references to paragraphs are to paragraphs of the Schedule.
- 1.5 The Schedule forms part of the Contract and shall have effect as if set out in full in the body of these Terms. Any reference to the Terms includes the Schedule.

- 1.6 To the extent of any inconsistency between an Order, an Order Acknowledgement and these Terms, the following shall take priority: first these Terms (including the Schedule), then the Order Acknowledgement, then the Order.

2. NOTICE

- 2.1 All notices and acknowledgements and advices and invoices shall be deemed as received by NTI UK and by the Customer within 2 Working Days when delivered by 1st class post, 3 Working Days when delivered by 2nd class post and 1 Working Day when delivered by fax. Where these Terms refer to notices to be served or variations to be made in 'writing', such notices shall not be validly served by e-mail. For the avoidance of doubt, the parties may communicate via e-mail (including the provision of Order Acknowledgements, Quotations, Orders and general communication between the parties).

3. PRICES

- 3.1 The Customer accepts that for all Orders, the price or prices that shall apply is as set out in any relevant Quotation (if provided), or the Order, or if no price is stated in that Order, then the price shall be those currently offered by NTI UK as set out on its website or as otherwise advised to the Customer in writing from time to time.
- 3.2 NTI UK reserves the right to increase the prices for the Goods and/or Services at any time up to 5 Working Days prior to the issue of its Order Acknowledgement by giving notice to the Customer.
- 3.3 For specific projects and contracts, the relevant prices shall be those agreed in writing between the parties and as confirmed by NTI UK in an Order Acknowledgement, irrespective of any other price offered by NTI UK generally or to another Customer.

4. QUOTATIONS, ORDERS AND ORDER ACKNOWLEDGEMENTS

- 4.1 A Quotation shall not constitute an offer.
- 4.2 A Customer may place an Order with NTI UK (in response to a Quotation if one has been provided) by email, telephone, through NTI UK's online store or other agreed method for Goods and/or Services. The Customer's Order shall constitute an offer by the Customer to purchase Goods and/or Services from NTI UK in accordance with these Terms.
- 4.3 A Customer's Order shall only be deemed to be accepted when NTI UK issues an Order Acknowledgement for that Order. The Order Acknowledgement shall generally be provided by e-mail and shall be made to the person at the Customer named on the Order, or if no person is named, to the Customer generally. In the absence of NTI UK issuing an Order Acknowledgement the Order shall be deemed to be accepted if NTI UK acts in a way consistent with fulfilling that Order, which shall be subject to these Terms.
- 4.4 NTI UK shall not be committed to undertaking an action of any kind by an Order until the Order has been accepted by NTI UK in accordance with clause 4.3 above, at which point the Contract shall be validly formed.

- 4.5 Each Order Acknowledgement and Order shall be subject to these Terms and shall state, subject to clause 3 (*Prices*), the price for the Order including VAT and delivery charges if any.
- 4.6 Subject to clause 15 (*Termination*), the Customer undertakes to accept delivery of any and all Goods and/or Services ordered and as stated in each Order Acknowledgement.
- 4.7 Once a Contract has been formed, NTI UK shall use reasonable endeavours to supply the Goods and/or Services in accordance with the Quotation (if any), as confirmed in the Order Acknowledgement.
- 4.8 Where an Order includes Third Party Provider goods and/or services, then the Customer acknowledges that the End User Agreement terms relevant to that Third Party Provider shall apply to the Customer. Applicable End User Agreement terms are available from the relevant Third Party Provider upon request.
- 4.9 NTI UK shall endeavour to deliver the Goods and/or Services within a reasonable period of time and any time quoted for delivery shall be an estimate only. For the avoidance of doubt, time is not of the essence of the Contract relating to delivery.
- 4.10 Where applicable, NTI UK shall be entitled to deliver any Goods and/or Services by instalments. Failure to deliver any one instalment of the Goods and/or Services shall not be deemed to be defective delivery and therefore shall not be grounds for termination of the Contract.
- 4.11 The Customer agrees to co-operate with NTI UK in respect of the delivery of the Goods and/or Services in order to fulfil the delivery obligations of NTI UK under the Contract.

5. CANCELLATION OR DEFERRAL OF ORDER

- 5.1 The Customer may cancel or defer an Order at any time prior to receipt of the corresponding Order Acknowledgement.
- 5.2 Once NTI UK has issued an Order Acknowledgement, or the Contract is formed following NTI UK's acceptance of an Order in accordance with clause 4.3, the Customer agrees to meet all reasonable costs arising out of or in connection with the Customer's cancellation or deferral of that Order, or any part or portion thereof, including (without limitation) and costs of suppliers or Third Party Providers. NTI UK agrees to provide evidence of such costs and to invoice for them and the Customer agrees to make full payment for such costs within 30 days of the issue of an invoice for them by NTI UK.

6. GOODS AND SERVICES WARRANTIES

Goods

- 6.1 Where NTI UK is providing Goods which are subject to a warranty or guarantee from the original manufacturer or a Third Party Provider, then NTI UK shall transfer any such warranty or guarantee from the original manufacturer or Third Party Provider to the Customer to the extent that such warranty or guarantee is transferable from NTI UK to the Customer.
- 6.2 The Customer shall return Goods for which a claim under any applicable warranty or guarantee is being made, as advised by NTI UK when the claim is made by the Customer. The Customer acknowledges that any applicable warranty or guarantee in relation to any Goods will be subject to the applicable Third Party Provider's End User

Agreement terms and NTI UK shall not be directly liable to the Customer in respect of any such warranty or guarantee.

- 6.3 NTI UK does not warrant that the use of the Goods and/or Services will be uninterrupted or error-free or that it will meet any Heightened Cybersecurity Requirements and subject to clauses 12.2 and 12.3 NTI UK shall not be liable for any claim or loss in respect of any interruption, error or cybersecurity incident whatsoever.

Configuration and Installation Services

- 6.4 If detailed in the Quotation and confirmed in the Order Acknowledgement, NTI UK will provide the Customer with the Configuration and Installation Services at its agreed premises ("**Supply Location**").
- 6.5 Where Configuration and Installation Services are to be provided, NTI UK will configure the software and hardware that NTI UK provides as part of the Goods under these Terms and deliver the configured Goods to the Customer at the Supply Location, and install the configured Goods into the Customer's network / infrastructure as agreed between the parties and set out in the relevant Quotation and/or Order Acknowledgement. The Customer shall check that the configured Goods work in accordance with the descriptions provided by NTI UK. The Customer shall sign the relevant paperwork provided to it by NTI UK to sign-off the configured Goods as accepted ("**Sign-Off Date**"). NTI UK shall guarantee the Configuration and Installation Services for a period of 30 days from the Sign-Off Date, during which time NTI UK will correct any errors in the Configuration and Installation Services at no additional charge to the Customer, subject to any such errors not being due to the Customer's use of the Goods that have been subject to the Configuration and Installation Services outside of the scope of use of such Goods, or where such error has been caused by the Customer's interference with the Goods, or any changes made to the Goods by the Customer and/or any other third party.

Support Services

- 6.6 NTI UK will provide the Customer with the Support Services set out in the Order Acknowledgement, being either Gold Support Services, Silver Support Services or Bronze Support Services. If the Order Acknowledgement does not specify the Support Services to be provided, NTI UK will provide the Customer with Bronze Support Services unless otherwise agreed in writing.
- 6.7 The Support Services shall be provided on the terms relevant to the category of the applicable Support Services.
- 6.8 The Support Services will apply to the Customer's IT Equipment. For the avoidance of any doubt, Support Services will only be supplied for the Customer's IT hardware and software equipment not situated at the Premises if agreed in advance by NTI UK in writing and subject always to clause 8 (*Change control*).

Provision of Services

- 6.9 NTI UK will provide the Services using reasonable skill and care and shall comply (and ensure its employees comply) with reasonable health and safety and security requirements of the Customer (whilst on the Premises) that are notified to NTI UK by the Customer in writing.
- 6.10 NTI UK shall retain all access to the administration rights to all the Customer sites supported by NTI UK under this Contract. However, if the Customer requests to have such administration rights to the IT infrastructure it must be in writing and if agreed by NTI UK the Customer agrees that (subject to clauses 12.2 and 12.3) it shall hold NTI UK

harmless and fully indemnify NTI UK against all losses, damages, costs, claims, demands, liabilities and expenses (including without limitation consequential losses, loss of profit and loss of reputation and all interest, penalties and legal and other professional costs and expenses) caused by or in connection with any security breaches.

7. CUSTOMER OBLIGATIONS

7.1 The Customer shall:

- a) ensure that the terms of the Order and any supporting information provided to NTI UK are complete and accurate;
- b) co-operate with NTI UK in all matters relating to the Contract;
- c) provide such access to the Premises and facilities as may reasonably be requested by NTI UK for the purposes of providing the Goods and/or Services to the Customer;
- d) provide such information as NTI UK may reasonably request in order to carry out the Services in a timely manner;
- e) inform NTI UK of all health and safety rules and regulations and any other reasonable security requirements that apply at the Premises; and
- f) if presented with documentation by NTI UK (or any of its employees or authorised subcontractors) for the purposes of signing off the Services performed on behalf of the Customer at its Premises (or otherwise), sign off and/or communicate acceptance of them. For the avoidance of doubt, the Customer shall only be obliged to sign-off the Services where the Customer is satisfied that such Services have been carried out in accordance with the Contract in the Customer's reasonable opinion.

8. CHANGE OF SCOPE

8.1 8.1 If either party wishes to change the scope of the Support Services, including adding further locations to the Premises, it shall submit details of the requested change to the other in writing.

8.2 8.2 If either party requests a change to the scope or execution of the Support Services, NTI UK shall, within a reasonable time, provide a written estimate to the Customer of:

- a) the likely time required to implement the change;
- b) any variations to NTI UK's charges arising from the change; and
- c) any other impact of the change on the terms of the Contract.

8.3 If NTI UK request a change to the scope of the Support Services, the Customer shall not unreasonably withhold or delay consent to it.

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

9. 9. PAYMENT

- 9.1 NTI UK shall be entitled to submit an invoice at the time of making delivery of the Goods, and such invoice shall be payable in accordance with this clause 9 as part of the Services provided.
- 9.2 All Goods and any Configuration and Installation Services shall be paid for in full to NTI UK, including any VAT payable, in accordance with the payment terms set out in a Quotation (if any), or the Order Acknowledgement if different, within 30 days of the date of such invoice, or such period and/or such payment schedule as set out in NTI UK's Quotation or Order Acknowledgement. "Within 30 days" means here within 30 calendar days. NTI UK accepts no other interpretation of the phrase "within 30 days".
- 9.3 All Support Services shall be paid for in accordance with the terms applicable to the relevant Support Service category as specified in the Schedule.
- 9.4 If NTI UK agrees any payment terms that are different to the terms set out in clauses 9.1-9.3 (inclusive), then those payment terms (including the terms relating to any finance options) will be recorded separately in writing and set out in the Quotation (if any) and the Order Acknowledgement or otherwise in writing (which can include by email from NTI UK).
- 9.5 NTI UK may increase its charges for its Goods and/or Support Services provided that it gives the Customer two months' notice.
- 9.6 NTI UK reserves the right to invoice the Customer for interest on all amounts which remain unpaid by their due dates at 4% per annum above the Bank of England official dealing rate calculated daily for all days outstanding until the amount invoiced has been paid in full to NTI UK. The Customer agrees to make payment of any valid invoices for interest presented by NTI UK within 30 days from the date of such invoice.
- 9.7 The Customer agrees to reimburse NTI UK for any reasonable and direct costs incurred by NTI UK arising from the provision of the Goods and/or Services to the Customer (including, without limitation, travel expenses), or arising from cheques or payments made in any form which are not honoured or met by the Customer's bankers. NTI UK agrees to provide details of such costs to the Customer and the Customer shall pay any such costs or expenses upon receipt of notice of such costs or expenses from NTI UK.
- 9.8 For the avoidance of doubt, if a Customer places an Order for Goods and/or Services through the online store of NTI UK, the Customer shall make payment in the same manner set out above in this clause 9 and shall not be able to make payment for the Goods and/or Services through the online store.
- 9.9 NTI UK shall be entitled to further invoice the Customer for any out of scope support services to include but not limited to providing technical support/services required to restore the Customer back to operational status due to any form of interruption, error (unless it is solely caused by NTI UK's error) or cybersecurity incident.

10. RISK AND RETENTION OF TITLE

- 10.1 The risk in any of the Goods shall pass to the Customer on delivery at the place of delivery specified in the Order Acknowledgement.

- 10.2 All Goods supplied remain the property of NTI UK until payment in full and cleared funds has been credited to NTI UK's bank account, provided that the Customer shall have a licence to use the relevant Goods until such payment has been received by NTI UK in full and cleared funds.
- 10.3 At any time after the date on which payment becomes due for any Order, NTI UK reserves the right to resume possession of any Goods delivered until such time as full and cleared funds for the relevant payment has been credited to NTI UK's account. Such resumption may be from the Customer or from any party who may be in possession of them, or any party appointed by NTI UK. The Customer undertakes to inform NTI UK on request of the whereabouts at all times of all Goods delivered until payment for Goods has been credited to NTI UK's account. The Customer also gives to NTI UK a licence to enter any premises on which the Goods are stored until such time as full and cleared funds are paid to NTI UK by the Customer for the Goods.
- 10.4 At any time after the date on which payment has become due for any Order, NTI UK reserves the right to discontinue the supply of any additional Services, or to withhold delivery of any additional Goods ordered by the Customer from NTI UK, until such payment is received.
- 10.5 Until payment in full and cleared funds for the Goods has been sent to NTI UK by the Customer, the Customer agrees to hold the Goods on behalf of NTI UK and to store such Goods in appropriate conditions, maintain them in satisfactory condition and not to destroy, deface or remove any notices or marks on the Goods (or its packaging), and to keep the Goods insured for the full price payable for such Goods.
- 10.6 The Customer undertakes not to offer for sale to any party any Goods supplied under an Order until NTI UK has received payment in full and cleared funds.
- 10.7 The Customer acknowledges that any debt due to NTI UK from the Customer will not automatically be extinguished as a result or consequence of any action undertaken by NTI UK or its agents or representatives in connection with or to obtain any right due to NTI UK for the retention of its property or suspension or discontinuance of a Service.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 The Customer acknowledges that any Intellectual Property Rights in or to the Goods and/or Services shall belong to either the relevant Third Party Provider, or NTI UK, as the case may be. Provisions relating to the protection of Third Party Provider Intellectual Property Rights and the licence to use any relevant Third Party Provider Goods will be as set out in the relevant Third Party Provider's End User Agreement.
- 11.2 The Customer undertakes not to make any copies of software or other electronic or hard copy information, or any other materials protected by Intellectual Property Rights supplied by NTI UK, except where the Customer has received and retains the express written permission of NTI UK or the relevant Third Party Provider licensor or manufacturer to make or have made any such copy of any item supplied by NTI UK, or otherwise in accordance with the applicable End User Agreement, or as permitted by law.
- 11.3 Where the Customer or any other party acting on behalf of the Customer makes an unauthorised copy of any materials protected by Intellectual Property Rights provided by NTI UK (on its own behalf or on behalf of another Third Party Provider), the Customer undertakes to make the same payment for such copy as for a delivery or other supply under an Order placed on these Terms and at the current price for the Goods of NTI UK as at the time of discovery of the copy.

12. LIMITATION OF LIABILITY

- 12.1 12.1 The following provisions set out the entire financial liability of NTI UK (including without limitation any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
- a) any breach of the Contract howsoever arising; and

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

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

12.3 Nothing in these Terms or elsewhere in the Contract excludes or limits the liability of NTI UK for:

- a) death or personal injury caused by NTI UK's negligence; or
- b) fraud or fraudulent misrepresentation.

12.4 Subject to clauses 12.2 and 12.3:

- a) NTI UK shall not in any circumstances be liable, whether in tort (including without limitation for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for:
 - (i) loss of profits; or
 - (ii) loss of business; or
 - (iii) depletion of goodwill or similar losses; or
 - (iv) loss of anticipated savings; or
 - (v) loss of goods; or
 - (vi) loss of contract; or
 - (vii) loss of use; or
 - (viii) loss or corruption of data or information; or
 - (ix) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and
- b) NTI UK's total liability in contract, tort (including without limitation negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of a relevant Order shall be limited to the price of the Goods in question under that relevant Order, or in respect of Services under an Order, to the price for the Services under that relevant Order in the 12 months prior to the date of such liability being incurred, and with respect to Bronze Support Services where such Services are provided free of charge, to GBP300.

12.5 The Customer shall indemnify and keep indemnified NTI UK against all losses, damages, costs, claims, demands, liabilities and expenses (including without limitation consequential losses, loss of profit and loss of reputation, and all interest, penalties and legal and other professional costs and expenses) awarded against or incurred by NTI UK in connection with, or paid or agreed to be paid by NTI UK in settlement of, any claim for infringement of any third party Intellectual Property Rights (whether from a Third Party Provider or otherwise) which results from the Customer's breach of the Contract.

13. DATA PROTECTION

13.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 13 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this clause 13, **Applicable Laws** means (for so long as and to the extent that they apply to the Supplier) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; **Domestic UK Law** means the law of the United Kingdom or a part of the United Kingdom to include but not

limited to the UK Data Protection Legislation; **controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures** are as defined in the Data Protection Legislation. .

- 13.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the controller and NTI UK is the processor.
- 13.3 Without prejudice to the generality of clause 13.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to NTI UK for the duration and purposes of the Contract.
- 13.4 The Customer consents to the appointment by NTI UK of a subcontractor to store any Customer data to include personal data outside the control and location of NTI UK provided that NTI UK is satisfied that the subcontractor has appropriate technical and organisation measures in place.
- 13.5 Without prejudice to the generality of clause 13.1, NTI UK shall, in relation to any personal data processed in connection with the performance by NTI UK of its obligations under the Contract:
- a) process that personal data only on the documented written instructions of the Customer unless NTI UK is required by Applicable Laws to otherwise process that personal data. Where NTI UK is relying on Applicable Laws as the basis for processing personal data, NTI UK shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit NTI UK from so notifying the Customer;
 - b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - c) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
 - d) not transfer any personal data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled: (i) the Customer or NTI UK has provided appropriate safeguards in relation to the transfer; (ii) the data subject has enforceable rights and effective legal remedies; (iii) NTI UK complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and (iv) NTI UK complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data;
 - e) assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - f) notify the Customer without undue delay on becoming aware of a personal data breach;
 - g) at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the Contract unless required by Applicable Law to store the personal data; and
 - h) maintain complete and accurate records and information to demonstrate its compliance with this clause 13 and immediately inform the Customer if, in the opinion of NTI UK, an instruction infringes the Data Protection Legislation.

- 13.6 Either party may, at any time on not less than 30 days' notice, revise this clause 13 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 replaced by attachment to the Contract).

14. 14. BRIBERY

- 14.1 Both parties acknowledge that it is of the utmost importance that both parties perform their respective obligations under the Contract in accordance with all applicable laws including (without limitation) anti-corruption measures under the UK Bribery Act 2010 ("**Anti-Corruption Laws**"). Both parties represent, warrant and undertake that:
- a) it shall comply with all applicable Anti-Corruption Laws;
 - b) no officer, employee, agent or shareholder of that party is a government or foreign public official (together "**Government Official**") and no Government Official has or will have any legal, financial or beneficial interest under the Contract or the payments made by the Customer hereunder;
 - c) no Government Official shall become an officer or employee of that party and/or any of its permitted subcontractors nor shall any Government Official acquire a direct or indirect interest in that party and/or any of its permitted subcontractors without the prior written consent of the other party;
 - d) it will not use any subcontractors in connection with the Contract without having in place appropriate checks and procedures to ensure compliance with Anti-Corruption Laws; and
 - e) it shall promptly inform the other party if it becomes aware of any improper payment to a Government Official in connection with the Contract or if it otherwise breaches any of the provisions of this clause 14.

15. TERMINATION

- 15.1 Without prejudice to any other right or remedy available to it and subject to clause 15.2, either party may terminate the Contract by giving the other party not less than 3 months' written notice.
- 15.2 Without prejudice to any other right or remedy available to it and subject to clause 15.3, either party may terminate the Contract or suspend any further deliveries of the Goods and/or provision of the Services without liability to the other if:
- a) the other party materially breaches its obligations under the Contract and such material breach is not remedied within 30 days of the date of receipt of written notice of such material breach; or
 - b) 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), 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
 - c) 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
 - d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 15.3 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract or suspend any further delivery of the Goods and/or provision on the Services with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

- 15.4 If the Customer has agreed to receive Gold Support Services from NTI UK, then those Gold Support Services shall only be terminated in accordance with clauses 15.1(a) and 15.1(b) or in accordance with the termination provisions specific to the Gold Support Services.

16. CONSEQUENCES OF TERMINATION

- 16.1 16.1 On termination of the Contract for whatever reason:

- a) the Customer shall immediately pay to NTI UK all of NTI UK's outstanding unpaid invoices and interest and, in respect of Goods and/or Services supplied but for which no invoice has been submitted, NTI UK shall submit an invoice, which shall be payable by the Customer immediately on receipt; and
- b) the Customer shall return all of NTI UK's materials or Goods which have not been fully paid for. If the Customer fails to do so, then NTI UK 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.

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

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

17. FORCE MAJEURE

- 17.1 NTI UK reserves the right to defer the date of delivery, or to cancel a Contract, or reduce the amount of Goods and/or Services ordered, if it is prevented from or delayed in carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including without limitation pandemics, strikes, lock-outs or other industrial disputes (whether involving the workforce of NTI UK or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

18. GENERAL

- 18.1 No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 18.2 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract. If any provision or part-provision of the Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

- 18.3 These Terms, the Order Acknowledgement and the Order constitute the entire Contract between the parties and supersede and extinguish all previous contracts, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract. Nothing in this clause shall limit or exclude any liability for fraud.
- 18.4 The Customer shall not, without the prior written consent of NTI UK, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 18.5 NTI UK may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 18.6 No one other than a party to the Contract shall have any right to enforce any of its terms.
- 18.7 The Contract and any disputes or claims arising out of or in connection with it or its subject matter or formation (including without limitation disputes or claims) are governed by and construed in accordance with the law of England and Wales.
- 18.8 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims)

II. SCHEDULE

SUPPORT SERVICES TERMS

The capitalised terms in this Schedule shall have the meaning given to them in addition to the definitions set out in the Terms:

- a) **“Email Support”** means email query and initial response.
- b) **“Fair Usage”** means such usage of Email Support or Telephone Support, as the case may be, by the Customer which NTI UK considers, at its absolute discretion, to not be excessive to what would be considered reasonable usage of such Email Support and Telephone Support during the relevant period of time.
- c) **“Hardware and Software Support Services”** means the provision of Support Services to the Customer by NTI UK for the Customer’s IT Equipment at the Premises in accordance with this Schedule and as may be further detailed in a Support Services Report.
- d) **“Health Check”** means an initial review of the Customer’s IT Equipment, which may result in NTI UK making recommendations, including for fixes.
- e) **“Nominated Person”** means the person nominated by the Customer to communicate On-site Visit requirements to NTI UK.
- f) **“Office Hours”** means 9am to 5pm, Monday to Friday excluding English bank holidays and the Christmas holiday period (defined as and including 12pm on the last working day prior to 25th December and returning to normal Support Services on the following first Working Day in January).

- g) **“On-site Visit”** means prearranged and scheduled visits to the Premises during which times NTI UK shall perform preventative maintenance on the Customer’s IT Equipment and address all other issues and problems as notified to NTI UK by the Nominated Person prior to the scheduled visit.
- h) **“Support Hours”** means a quantum of hours of Telephone Support and remote dial-in support purchased by the Customer or remaining unused as the case may be.
- i) **“Support Services Report”** means a summary of any current support tickets and their status, being raised, open or resolved, emailed weekly.
- j) **“Support Term”** means the term of the Contract between the Customer and NTI UK for the provision of Gold Support Services, being 12 months from the commencement of the Contract.
- k) **“Telephone Support”** means a helpdesk telephone support line.

PROVISION OF SUPPORT SERVICES

Without limiting any other provisions of the Contract, the Customer acknowledges that the Support Services shall be provided in respect of the network forming part of the Customer’s IT Equipment, together with the interoperability of the software included on the network for the running of the network, as set out in the Order Acknowledgement (“Network”). In providing the Support Services to the Network, NTI UK supports the Network itself, but does not provide, and shall not be responsible in any way for, any support or maintenance services in connection with the applications or software programmes operated within the Network by the Customer. The Customer shall be required to ensure that it has appropriate support and maintenance arrangements in place with each provider of the software applications or programmes contained within the Network.

For Gold Support Services and Silver Support Services only, and at NTI UK’s absolute discretion, prior to commencement of the Support Services, NTI UK shall undertake a review of the Customer’s IT Equipment that it requires the Support Services to be provided for.

GOLD SUPPORT SERVICES

Paragraphs 2.3 – 2.10 (inclusive) will only apply if NTI UK is providing Gold Support Services.

During the Support Term, NTI UK shall provide the following Hardware and Software Support Services to the Customer:

- a) such reasonable number of Working Days (if any) of On-site Visits, being a full day on-site at the Customer’s Premises specified in an accepted Order;
- b) unlimited Email Support during Office Hours (subject to Fair Usage);
- c) unlimited Telephone Support during Office Hours (subject to Fair Usage);
- d) 4 hours response time within Office Hours;
- e) monthly Health Check ; and
- f) weekly Support Services Report.

The Customer will be provided by NTI UK with a telephone number and an email address to log support issues. These shall be the only means of logging support issues with NTI UK.

Where possible, NTI UK shall provide remote diagnosis via VPN access, as agreed between the parties, for NTI UK to initially diagnose, and where possible, fix problems that may occur with the Customer's IT Equipment.

Where a technical fault is logged by the Customer in relation to the Customer's IT Equipment which requires an engineer to attend the Premises, the Customer shall receive the highest level of priority and NTI UK shall use reasonable endeavours to arrive at the Premises 1 full Working Day from receipt of notification of the technical issue, and no more than 2 Working Days.

The fees payable by the Customer to NTI UK for the provision of the Gold Support Services shall be set out in the written summary agreed by the Customer. Such fees are payable quarterly in advance.

On-site Visits not used by the Customer during a current Support Term cannot be carried forward into any subsequent Support Term.

The Support Term shall automatically renew for further periods of 12 months if a party does not give notice to the other of its intention to terminate the provision or reception of Support Services at least 3 months prior to the end of the then current Support Term.

SILVER SUPPORT SERVICES

Paragraphs 2.11 – 2.14 (inclusive) will only apply if NTI UK is providing Silver Support Services.

For so long as the Customer has paid the charges for the Silver Support Services, NTI UK shall provide the following Hardware and Software Support Services to the Customer:

- a) unlimited Email Support during Office Hours (subject to Fair Usage);
- b) Telephone Support during Office Hours (subject to paragraph 2.14); and
- c) 4 hours response time within Office Hours;

Where possible, NTI UK shall provide remote diagnosis via VPN access, as agreed between the parties, for NTI UK to initially diagnose, and where possible, fix problems that may occur with the Customer's IT Equipment.

To receive Telephone Support and remote support, the Customer must have sufficient Support Hours, which can be purchased by the Customer in blocks of 4 hours at the rates advised by NTI UK at the time of purchase. Support Hours must be used within 12 months of their purchase, otherwise they will be void. NTI UK will use reasonable endeavours to advise the Customer when it has less than 1 hour of Telephone Support remaining in order that the Customer can purchase additional Support Hours.

BRONZE SUPPORT SERVICES

Paragraphs 2.15 – 2.17 (inclusive) will only apply if NTI UK is providing Bronze Support Services.

For so long as the Customer's IT Equipment is operated by the Customer and the Contract is in effect, NTI UK shall provide the following Hardware and Software Support Services to the Customer:

- a) unlimited Email Support during Office Hours (subject to Fair Usage); and
- b) 8 hours (next Working Day) response time.

A Customer receiving Bronze Support Services can, with the agreement of NTI UK, upgrade to receive Silver Support Services by purchasing Support Hours.

Remote connection assistance

For Customer's receiving Gold Support Services or Silver Support Services, subject to the terms of support related to the category of Support Services, NTI UK agrees to provide remote connection assistance to the Customer subject to the following conditions:

Where the issue is hardware related, NTI UK will attempt to diagnose the cause of the issue. NTI UK will then advise the Customer of the appropriate procedures regarding on-site hardware maintenance through the relevant third-party companies. At this stage NTI UK's responsibilities are at an end.

If the issue is hardware configuration NTI UK will diagnose the problem and attempt a resolution. However, where resolution requires the assistance of a manufacturer or other third party, NTI UK cannot guarantee a satisfactory resolution of the issue.

Where the issue relates to the installation of new software, NTI UK will assist the Customer with the installation and with the related configuration issues. However, NTI UK is not liable for the results of actions the Customer takes during the installation and configuration that deviates from the manufacturer's instructions.

If a problem is not rectifiable in a reasonable time period, NTI UK reserves the right to arrange a chargeable on-site visit in order to remedy the fault.

REQUIREMENTS FOR PROVISION OF HARDWARE AND SOFTWARE SUPPORT SERVICES

The Customer must have an antivirus/antimalware solution ("**Solution**") in place on all the Customer's IT Equipment. The Solutions must have a valid license (free for commercial use, or on commercial terms), which must remain up-to-date during the term of the Contract. NTI UK will not provide Support Services to any equipment or hardware without this Solution. If the Customer requires a Solution, NTI UK can supply the Solution at additional cost, under its standard terms and conditions.

NTI UK will not support any of the Customer's IT Equipment which it considers, at its absolute discretion, to be unsecured. All of the Customer's IT Equipment supported under the Contract must be, where possible, secured by a minimum complexity password, whether local or enforced by domain server rules.

The Customer is recommended to have a Windows Update Service in place to keep all Microsoft software up to date.

NTI UK will not support unlicensed installed software on any hardware. NTI UK will not support any hardware found to have unlicensed software installed on it. NTI UK will immediately inform the Customer if such hardware/software is found.

The Customer agrees that NTI UK is not liable for damage caused to the Customer's computer components as a result of improper installation or other hardware configuration caused by the Customer, or another third party appointed by the Customer.

The Customer is strongly advised to keep backups, and it is agreed that NTI UK is not liable for data lost as a result of the Customer's actions or omissions relating to this, or the Customer's failure to follow any of NTI UK's advice provided from time to time.

The Customer will be liable for any additional time spent at the Premises where such additional time is outside the scope of the original anticipated time for providing Support Services, in accordance with NTI UK's standard rates, from time to time in force.

It is recommended that the Customer considers and follows advice given by NTI UK following an on-site visit in relation to the operation and improvement of the Customer's computer systems. However, NTI UK shall not be liable for any subsequent problems caused which are attributable to the non-implementation of these actions, and/or the Customer's other acts or omissions.

The Customer will be charged for all parts or other materials or equipment used by NTI UK in the implementation or provision of the Support Services, where such parts, materials or equipment are to vest with the Customer and do not constitute NTI UK's own parts, materials or equipment which it may use in the provision of the Support Services.

NTI UK insists on the correct implementation of legal software and licences. NTI UK will not install or support illegal programmes, nor be held responsible in any way for any issues pertaining to the illegal use of applications. It is the Customer's responsibility to read, understand and abide by any conditions of use of End User Agreements.

The Customer shall ensure during the term of the Contract that all Equipment is covered by or that NTI UK advises the Customer as part of the Support Services about standard manufacturers warranties that may apply to that Equipment, on-site or otherwise. The Contract shall not constitute a covenant by NTI UK to fix or replace unsupported hardware or Equipment which is outside of its warranty conditions. NTI UK shall not be liable if the Customer suffers any loss where Equipment is outside the manufacturer's warranty. However, NTI UK will include recommendations and shall liaise with manufacturer's as may be required as part of the Support Services provided. For the avoidance of doubt, manufacturers will be responsible to the Customer under their warranties and/or terms and conditions of sale in respect of such Equipment.