

Managed Detection and Response Conditions

These Conditions apply to the Services contract between **CORE TO CLOUD LTD.**, a company incorporated and registered in England and Wales with company number 09753873 whose registered office is at The Barracks Lower Ground Floor, Cecily Hill, Cirencester, Gloucestershire, England, GL7 2EF (**Supplier**) and the client named on the client invoice and client Purchase Order if any (**Client**).

THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSE 8 (LIMITATION OF LIABILITY).

1. Interpretation

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

1.1 Definitions:

Affiliates: in relation to a party or any other person referred to in this Agreement, any entity that directly or indirectly controls, is controlled by, or is under common control with that party from time to time.

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Charges: the charges payable by the Client for the supply of the Services in accordance with clause 5.

Claim: a claim for breach of any clause of this Agreement, or any claim in negligence, tort or otherwise.

Client Default: has the meaning set out in clause 4.2.

Commencement Date: has the meaning given in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 12.7.

Contract: the contract between the Supplier and the Client for the supply of Services in accordance with these Conditions and the Specification.

Contract Period: three years from the Commencement Date.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly.

Deliverables: the deliverables set out in the Order produced by the Supplier for the Client.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: the Client's order for Services as set out in the Client's purchase order form, or as the case may be, subject in all cases to clause 2.2

Services: the services, including the Deliverables, supplied by the Supplier to the Client as set out in the Specification.

Specification: the description or specification of the Services provided in writing by the Supplier to the Client.

Supplier Materials: has the meaning set out in clause 4.1(g).

Termination: termination of this Agreement, however caused.

1.2 Interpretation:

- (a) A reference to legislation or a legislative provision:
 - (i) is a reference to it as it is in force as at the date of this Contract; and

- (ii) shall include all subordinate legislation made as at the date of this Contract under that legislation or legislative provision.

- (b) Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

- (c) A reference to **writing** or **written** includes email but not fax.

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

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

- 1.5 A reference to writing or written includes email but not fax.

- 1.6 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

- 1.7 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.

- 1.8 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement.

- 1.9 Any reference to this agreement includes the Schedules.

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

- 1.11 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.

2. Basis of contract

- 2.1 The Order constitutes an offer by the Client to purchase Services in accordance with these Conditions.

- 2.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order on the terms set out herein at which point and on which date the Contract shall come into existence (**Commencement Date**). Notwithstanding such written acceptance, such acceptance is conditional upon the Supplier's own supplier's accepting the Supplier's own purchase order to that supplier. If such supplier refuses the Supplier's purchase order, the Supplier this Agreement shall terminate and the Supplier shall return all amounts paid by the Client to the Supplier

- 2.3 Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

- 2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

- 2.5 Any quotation given by the Supplier shall not constitute an offer and is only valid for a period of 20 Business Days from its date of issue.

- 2.6 This Contract shall not terminate at the close of the Contract Period but shall continue thereafter for periods of one year unless terminated by either party in accordance with clause 9.1.

3. Supply of Services

- 3.1 The Supplier shall supply the Services to the Client in accordance with the Specification in all material respects.
- 3.2 The Supplier shall use all reasonable endeavours to meet any performance dates specified in the Specification, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3 The Supplier reserves the right to amend the Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Client in any such event.
- 3.4 The Supplier warrants to the Client that the Services will be provided using reasonable care and skill.

4. Client's obligations

- 4.1 The Client shall:
 - (a) ensure that the terms of the Order and any information it provides in the Specification are complete and accurate;
 - (b) co-operate with the Supplier in all matters relating to the Services;
 - (c) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Client's premises, office accommodation and other facilities as reasonably required by the Supplier;
 - (d) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
 - (e) where needed prepare the Client's premises for the supply of the Services;
 - (f) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
 - (g) keep all materials, equipment, documents and other property of the Supplier of any person with whom the Supplier has contracted (**Supplier Materials**) at the Client's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation.
- 4.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (**Client Default**):
 - (a) without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays the Supplier's performance of any of its obligations;
 - (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 4.2; and
 - (c) the Client shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Client Default.

5. Charges and payment

- 5.1 The Charges for the Services shall be calculated on a time and materials basis:
 - (a) the Charges shall be as set out in the Specification;
 - (b) the Supplier's daily fee rates for each individual are calculated on the basis of an eight-hour day from 8.00 am to 5.00 pm worked on Business Days;
 - (c) the Supplier shall be entitled to charge an overtime rate of 150% of the daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in clause 5.1(b); and
 - (d) the Supplier shall be entitled to charge the Client for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials, subject in all cases to the Client's written approval.
- 5.2 The Supplier reserves the right to increase the Charges cumulatively on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Retail Prices Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the Commencement Date and shall be based on the latest available figure for the percentage increase in the Retail Prices Index. The Supplier's right under this clause 5.2 shall not be voided merely because the Client has paid Charges in advance of a Contract Period or any part of a Contract Period, or any renewal period.
- 5.3 The Supplier shall invoice the Client on or before the Commencement Date and (after the end of the Contract Period), on or before the commencement of each automatic renewal in accordance with clause 2.6.
- 5.4 The Client shall pay each invoice submitted by the Supplier:
 - (a) within 30 days of the date of the invoice; and
 - (b) in full and in cleared funds to a bank account nominated in writing by the Supplier; andtime for payment shall be of the essence of the Contract.
- 5.5 All amounts payable by the Client under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Client, the Client shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 5.6 If the Client fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 9, the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 5.6 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 5.7 All amounts due by the Client under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6. Intellectual property rights

- 6.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Client) shall be owned by the Supplier.
- 6.2 The Supplier grants to the Client, or shall procure the direct grant to the Client of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy the Deliverables (excluding materials provided by the Client) for the purpose of receiving and using the Services and the Deliverables in its business.
- 6.3 The Client shall not sub-license, assign or otherwise transfer the rights granted in clause 6.2.
- 6.4 The Client grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Client to the Supplier for the term of the Contract for the purpose of providing the Services to the Client.

7. Data protection

The parties shall comply with their data protection obligations as set out in the Data Protection Schedule.

8. Limitation of liability: THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

- 8.1 The Supplier has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £5,000,000 per claim. The limits and exclusions in this clause reflect the insurance cover the Supplier has been able to arrange, and the Client is responsible for making its own arrangements for the insurance of any excess loss.
- 8.2 References to liability in this clause 8 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 8.3 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 8.4 Nothing in this clause 8 shall limit the Client's payment obligations under the Contract.
- 8.5 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation; and
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 8.6 Subject to clause 8.3 (No limitation in respect of deliberate default), and clause 8.5 (Liabilities which cannot legally be limited), and any other clause in this Contract expressly stating that limitation on liability does not apply, the Supplier's total liability to the Client for all loss or damage shall not exceed no more than the cost of the service provided over the previous twelve months
- 8.7 Subject to clause 8.3 (No limitation in respect of deliberate default), clause 8.4 (No limitation of Client's payment obligations) and clause 8.5 (Liabilities which cannot legally be limited), this clause 8.7 sets out the types of loss that are 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; and
 - (g) indirect or consequential loss.

- 8.8 The Supplier has given commitments as to compliance of the Services with relevant specifications in clause 3. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract. The Client recognises and accepts that it has responsibility for its own IT systems and data, and therefore that, subject to clauses 8.3 and 8.5, if the Client's IT systems and/or data are for example damaged, attacked, degraded, become unavailable or unusable, whether as a result of the actions or omissions of the Client, the Client's employees and contractors, or of any third party, the Supplier shall have no liability whatsoever, except to the extent that the Client has not used its reasonable endeavours in performing the Services, and then only in respect of such part or proportion of such damage (etc.) as is wholly attributable to the Supplier's own acts or omissions.

- 8.9 Unless the Client notifies the Supplier strictly in accordance with clause 12.10 that it intends to make a claim in respect of an event within the notice period, the Supplier shall have no liability for that event. The notice period for an event shall start on the date on which the Client became, or ought reasonably to have become, aware of its having grounds to make a claim in respect of the event and shall expire two months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

- 8.10 This clause 8 shall survive Termination.

9. Termination

- 9.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party 60 days' written notice.
- 9.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within five Business Days of that party being notified in writing to do so;
 - (b) an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order;
 - (c) an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or manager;
 - (d) a receiver is appointed of any of the other party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets;
 - (e) the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way, or becomes bankrupt;
 - (f) the other party suspends, ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;

- (g) the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt;
 - (h) the other party takes steps to register the agreement at any government or other registry without the first party's prior written consent;
 - (i) the Client (or any client Affiliate) is or becomes or is located in any territory designated on any list of prohibited and restricted parties (including those maintained by the UN, US, UK, EU, EU member states or other applicable government authorities);
 - (j) 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
 - (k) 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.
- 9.3 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Client if:
- (a) the Client fails to pay any amount due under the Contract on the due date for payment;
 - (b) if the Client breaches clause 12.2; or
 - (c) there is a change of Control of the Client.
- 9.4 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services under the Contract or any other contract between the Client and the Supplier if:
- (a) the Client fails to pay any amount due under the Contract on the due date for payment;
 - (b) the Client becomes subject to any of the events listed in clause 9.2(j) or clause 9.2(k), or the Supplier reasonably believes that the Client is about to become subject to any of them; and
 - (c) the Supplier reasonably believes that the Client is about to become subject to any of the events listed in clause 9.2(b).

10. Consequences of termination

- 10.1 On Termination or Contract expiry:
- (a) the Client shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Client immediately on receipt;
 - (b) the Client shall return all of the Supplier Materials and any Deliverables which have not been fully paid for. If the Client fails to do so, then the Supplier may enter the Client's premises and take possession of them. Until they have been returned, the Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 10.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of Termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 10.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

11. ReliaQuest-specific matters

- 11.1 For the purposes of this clause 11 the following definitions apply:
- ReliaQuest:** 777 South Harbour Island Blvd, Suite 500, Tampa, FL 33602, USA.
- EULA:** ReliaQuest's end-user-licence-agreement provided to the Client when the Client purchases the Product.
- Product:** ReliaQuest's GreyMatter product, in particular the version of the GreyMatter and associated ReliaQuest Products that the Client has selected in an Order. Defined Terms used here not otherwise used in this agreement are as defined in the Laceworks Terms of Service.
- 11.2 As precondition to the Supplier supplying the Services, the Client must have purchased the Product. The Client warrants that it has contracted with ReliaQuest on the basis of the EULA, and has read and undertakes to comply with the EULA in every specific, and will indemnify and hold the Supplier harmless for any breach by the Client of the EULA.
- 11.3 The Client acknowledges that the Supplier has sold the Product to the Client as ReliaQuest's reseller and in doing so and in providing the Services, the Supplier does not give any warranty or representation as to the operability or otherwise of the Product for the Client's purposes and has no liability for any failure of the Product to perform as the Client would wish. The Client acknowledges that if such failure occurs, it must seek remedies against ReliaQuest alone.
- 11.4 This agreement will terminate, and the Supplier will have no further obligation to provide the Services at any time when the Client's licence from ReliaQuest to use the Product has expired or terminated in accordance with the EULA or otherwise. The Client undertakes to inform the Supplier of such expiry or termination within two Business Days of that event occurring.

12. General

- 12.1 **Force majeure.** Neither party shall in any circumstances be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of either 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. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. This clause 12.1 shall not apply to the Client's payment obligations.
- 12.2 **Anti-slavery and human trafficking.**
- (a) The Client must:
 - (i) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015;
 - (ii) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK;

- (iii) notify the Supplier promptly if it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Contract;
- (iv) maintain a complete set of records to trace the supply chain of all goods or services provided to the Supplier in connection with this Contract; and permit the Supplier and its third party representatives to inspect the Client's premises, records, and to meet the Client's personnel to audit the Client's compliance with its obligations under this section.
- (b) The Client represents and warrants that at the date of this Contract 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.
- (c) The Supplier may terminate the Contract with immediate effect by giving written notice to the Client if the Client breaches this clause 12.2.

12.3 **Anti-bribery and anti-corruption.**

- (a) In the carrying out the obligations to each other pursuant to this Contract, neither party shall give, offer or promise to give, money or anything of value to a foreign government official or any other person for the purpose of obtaining an improper business advantage and which would breach any antibribery or anti-corruption laws applicable to such party. For purposes of this clause 12.3, **foreign government official** means:
 - (i) officers and employees of any national, regional or local foreign government or any department thereof;
 - (ii) candidates for any political office, political parties and their officials; and (c) officers, employees, or representatives of public (quasi-governmental) international organizations (such as the United Nations, World Bank, or World Health Organization).
- (b) The parties each confirm it has reasonable procedures in place aimed at preventing its employees (and those of its Affiliates,) that perform obligations or services in connection with this Contract from making or offering any such payment, gift or other thing of value as per the restrictions set out above.
- (c) The Supplier may terminate the Contract with immediate effect by giving written notice to the Client if the Client breaches this clause 12.3.

12.4 Assignment and other dealings. The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract. The Client shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the Supplier's prior written consent.

12.5 **Confidentiality**

- (a) Each party undertakes that it shall not at any time and for a period of two years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, affairs, Clients,

clients or suppliers of the other party, except as permitted by clause 12.5(b).

- (b) Each party may disclose the other party's confidential information:
 - (i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 12.5; and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

12.6 **Entire agreement.**

- (a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) 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.
- (c) Nothing in this clause shall limit or exclude any liability for fraud.

12.7 Variation. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

12.8 Waiver. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

12.9 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision or part-provision of this Contract deleted under this clause 12.9 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

12.10 **Notices.**

- (a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered

by hand or by pre-paid first-class post or other next working day delivery service at its registered office; or sent by email to the address below, or such other address or email address as a party may from time to time notify the other party in accordance with this clause 12.10(a):

(i) For the Supplier: Matt White
contracts@coretocloud.co.uk

(ii) For the Client: the name set out on the Client's invoice or as otherwise commonly used by the Client in communications with the Supplier.

(b) Any notice or communication shall be deemed to have been received:

(i) if delivered by hand, at the time the notice is left at the proper address;

(ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

(iii) if sent by email at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 12.10(b)(iii), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

(c) This clause 12.10 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

12.11 Third party rights.

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

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

12.12 **No partnership.** Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party except as expressly provided in this Contract.

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

12.14 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

Data protection Schedule

1. Definitions

1.1 **Controller, data controller, processor, data processor, data subject, personal data, processing and appropriate technical and organisational measures** or equivalent or similar terms have the meaning set out in the Data Protection Legislation in force at the time.

1.2 **Data Protection Legislation** means all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic

communications, including (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK) (iii) any applicable local data protection law or regulation or relevant provisions in the local laws to which the Permitted Recipients are subject to which relate to the protection of individual's rights in their personal data and the protection of their privacy.

2. General

2.1 The parties will comply with the Data Protection Legislation.

2.2 The parties agree that the Client is the Controller and the Supplier the Processor in respect of all personal data processed by the Supplier pursuant to this Agreement. The description of the processing is as follows:

Subject matter of the processing	Such processing operations necessary for performance of the Services under this Agreement.
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Duration of the processing	Unless the personal data is otherwise deleted by the Partner Client, the Term of this Agreement.
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Location of processing	United Kingdom, United States of America and Europe.
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Nature and purpose of the processing	As necessary to provide the Services under this Agreement and to facilitate contract management in accordance with paragraph 2.3.
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Type of Personal Data	Email addresses, first and last names, user-name, user's profile avatar, IP address, time zone, addresses in the form of web logs (for security purposes).
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Categories of Data Subjects	Client's employees, workers, contractors, consultants, directors.
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2.3 A detailed description of the uses, purposes of the Immersive's processing of Partner Client's personal data is set out in the privacy notice at www.immersivelabs.co.uk/legal.

2.4 In respect of personal data the Supplier may process, the Supplier undertakes to:

(a) act only on the Client's written instructions and directions, comply with all such instructions and directions, and not process Personal Data for any purpose other than as set out in paragraph 2.2 above or to the extent reasonably necessary for the performance of the Agreement;

(b) ensure that any Supplier personnel with access to personal data are bound by confidentiality obligations in respect of access, use or processing of such personal data;

(c) implement and maintain appropriate technical and organisational measures to protect personal data processed in connection with this Agreement from accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access, as required under the Data Protection Legislation;

- (d) provide reasonable assistance to the Client, if requested, to assist with the Client's compliance with its obligations under Articles 32 to 36 of the GDPR (if applicable), taking into account the nature of processing by, and information available to, the Supplier;
 - (e) on termination or expiry of this Agreement, at the Client's request, delete or return to the Client all personal data processed on the Client's behalf, and delete copies of such Personal Data except where necessary to retain copies of the personal data for the purposes of compliance with Data Protection Legislation or any other applicable laws;
 - (f) promptly assist the Client in responding to any request from a data subject;
 - (g) promptly notify the Client on becoming aware of a Personal Data Breach; and
 - (h) maintain a record of its processing activities and provide cooperation and information to the Client as is necessary for the Client to demonstrate compliance with its obligations pursuant to Data Protection Legislation, including, provided the scope, nature, timing and duration is agreed in writing between the parties beforehand, permitting audits conducted by the Client or a supervisory authority no more than once in any 12 month period.
- 2.5 The Client shall be liable for the Supplier's costs if the Supplier incurs any liability under paragraphs 2.4(d) and/or 2.4(f).
- 2.6 The Client agrees that the Supplier may engage sub-processors in providing the Services. The Supplier remains fully responsible for the acts, omissions and defaults of its sub-processors as if they were its own. Where the Supplier uses a sub-processor, it ensures that access to personal data is limited to that which necessary to perform the relevant services and the Supplier will ensure it has a written agreement in place with them relating to access to and use of personal data.
- 2.7 For transfers of personal data outside the EEA and/or UK, the Supplier shall employ any of the following legally valid data transfer mechanism(s) to govern the transfer: (i) any relevant adequacy decision as described in Article 45 of the GDPR; (ii) the SCCs; or (iii) any alternative agreement/legally valid data transfer mechanism consented to by the parties in writing (the consent of either party not to be unreasonably withheld or delayed).
- 2.8 The Client is the data exporter and the Supplier is the data importer.

SPECIFICATION

Specification

- (A) The service specification is detailed in the statement of works document.
- (B) The statements and/or deadlines set out in the Service Level Agreement (**SLA**) and Statement of works (**SoW**) are indicative not binding and are intended as guidelines only. The Supplier gives no warranty or representation that it can strictly meet all deadlines and/or timings and/or statements set out in the SLA, but will use its reasonable commercial efforts to do so in accordance with normal industry standards. The Supplier shall not be liable for any non-material breach of this obligation.

Deadlines and/or timings and/or statements set out in the SLA are for response times, not times for resolution of the reported issue.

Contract Type	Target Response Times
Standard	8 Hours* or Next Business Day
Enhanced	4 hours*
P1/High Business Impact (Applicable to both Standard and Enhanced Services)	4 Hours*

*(Response times apply to normal working hours)

Deliverables

The deliverables are detailed in the statement of works document.

Milestones

Any milestones are detailed in the statement of works document.