

## 1. Definitions

- 1.1 In this Agreement, any reference to **we, us, our** shall be a reference to NPC (NI) Ltd (Referred to throughout as NPC) and any reference to **you** or **your** shall be a reference to the party which signed the Proposal (For Customer Accounts only) and / or accepted the terms of this Document (Both Customer & Supplier Accounts); and the following terms shall have the following meanings:

**Additional Services** means any services which you request us to provide which fall outside the scope of the Agreed Services and are requested on an ad hoc basis;

**Agreed Services** means the access to and use of ISOCaaS®, the provision of associated User Licences and any related Support / Consultancy Services and hosting services which we have agreed to provide you with as set out on the Proposal Document or as otherwise agreed between you and us in writing;

**Agreement** means the Proposal Document and these General Terms;

**Agreement Date** means the date on which the Proposal Document is signed by you and NPC;

**Business Day** means 9.00am to 5.00pm (GMT), Monday to Friday, excluding bank and public holidays in Belfast;

**Client** means you, the entity (and all those working on its behalf that use ISOCaaS®) that has signed the proposal;

**Client Account** means the account we set up to enable you and your Permitted Users to access ISOCaaS®;

**Client Materials** means any materials, information, networks, software or systems owned or licensed by you which you authorise, enable or request us to access and/or use for the purpose of providing or in connection with the provision of the Services;

**Client Responsibilities** means those responsibilities you have agreed to undertake to facilitate the provision of the Services, as set out in the Proposal Document or otherwise agreed between you and us in writing from time to time;

**Commencement Date** means the date on which you are provided with access to ISOCaaS®;

**Confidential Information** means any and all information which is disclosed by one party to the other, whether before or after the Agreement Date and which is provided, either directly or indirectly, in writing, orally or by inspection, and shall include information relation to the business of the other party, including client lists, pricing, methodology, software, trade secrets, know how, and being any and all information which is specified as confidential or which a reasonably prudent person should know is expected to be treated as confidential. For the avoidance of doubt, our Confidential Information shall include any prices we quote to you, the functioning of and any source code in ISOCaaS®;

**Consultancy Fee** means the fee payable for the Consultancy Services, as set out on the Proposal Document or as otherwise agreed in writing between you and us;

**Consultancy Services** means those consultancy services which we have agreed to provide you with, as set out on the Proposal Document or as otherwise agreed between you and us in writing;

**Controller** has the meaning given to it in the GDPR;

**Data Subject** means any individual who can be identified from the Managed Data (as defined at clause 6.1.3);

**Data Protection Legislation** means the General Data Protection Regulation (EU) 2016/679 (**GDPR**) and any national implementing laws, regulations and secondary legislation relating to data protection and privacy, as amended or updated from time to time, in the Territory, as well as any successor legislation to the GDPR and Data Protection Act 2018;

**Fees** means any fees payable by you to us pursuant to this Agreement;

**Intellectual Property Rights** or **IPR** means intellectual property rights, including patents, rights to inventions, copyright and related rights, trade-marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, design rights, rights in ISOCaaS©, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals or extensions of, 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;

**Maximum Upload Capacity** means the maximum upload capacity which is permitted to be uploaded to your Client Account, as set out on the Proposal Document or otherwise agreed between the parties in writing;

**Licence Fee** means the fee payable for use of ISOCaaS©, as set out on the Proposal Document (or as otherwise agreed between you and us from time to time in writing);

**Lock-in Period** means the minimum term for certain services, as agreed between the parties in the Proposal Document;

**Permitted Users** means individuals who you permit, authorise or enable to access your Client Account and/or use ISOCaaS© on your behalf;

**Personal Data** shall have the meaning given to it in the applicable Data Protection Legislation;

**Processor** has the meaning given to it in the GDPR;

**Proposal Document** means the document signed by the parties (NPC and the Customer) setting out the Agreed Services;

**Services** means the Agreed Services and any Additional Services provided from time to time;

**Support Services** means the support services to be provided in accordance with the provisions at Schedule 2;

**ISOCaaS©** means the management environment (with the Specification set out in the Proposal Document) provided by us to you;

**Suppliers** means anyone other than a Permitted User who uploads data on to your Client Account;

**Specification** means the functional specification of ISOCaaS© set out in the Proposal Document or otherwise provided by us to you;

**User Content** means any content, information or data provided by you (or any party on your behalf) to us for the purposes of implementing a data management system, or uploaded on to ISOCaaS© by a Permitted User;

**User Licence** has the meaning given to it at clause 3.1; and

**User** means a Permitted User and/or a Supplier

**Upload** means files uploaded to ISOCaaS© through the upload feature or data entered into data capture fields by Users

- 1.2 In this Agreement: unless expressly provided to the contrary, any references to clauses are references of the clauses in the General Terms; words in the singular include the plural and in the plural include the singular; a reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it; and references to **including** and **include(s)** shall be deemed to mean respectively, **including without limitation** and **include(s) without limitation**.
- 1.3 The purpose of the Proposal Document is to set out the specifics of the Agreed Services. If there is any ambiguity between these General Terms and the Proposal Document, the Proposal Document shall take precedence.

## 2. SCOPE AND TERM

- 2.1 This Agreement shall commence on the Agreement Date and shall continue thereafter, unless otherwise terminated in accordance with clauses 2.4 or 15.
- 2.2 You acknowledge and agree that the Agreed Services are provided on the condition that you agree to a Lock-in Period. If you cancel those services or terminate this Agreement prior to the expiry of any such Lock-in Period, the full amount payable for the entire Lock-in Period shall become immediately payable.
- 2.3 Save for those Agreed Services where a Lock-in Period has been agreed, you may cancel the provision of a particular Agreed Service with 1 months' written notice. Cancellation of a particular service shall not terminate the Agreement as a whole.
- 2.4 Upon the expiry of all Lock-in Periods, either party may terminate this Agreement by giving the other no less than one months' notice in writing.

## ISOCaaS®

## 3. USER LICENCE

- 3.1 In consideration of payment of the Licence Fee by you, we hereby grant you a non-exclusive, non-assignable, non-transferable, non-sub licensable licence to use ISOCaaS® within the Territory solely and strictly as a management environment (**User Licence**). Any such User Licence shall be subject always to the provisions of this Agreement.
- 3.2 You are not permitted to authorise any individual or entity other than Permitted Users to use ISOCaaS® on your behalf. You agree that:
- 3.2.1 the maximum number of Permitted Users will be restricted to the number agreed in the Proposal Document (or otherwise agreed between you and us from time to time); and
- 3.2.2 you shall be liable to us for the acts and/or omissions of any Permitted Users which, if carried out by you would amount to a breach of this Agreement.

## 4. USE OF ISOCaaS®

- 4.1 In respect of your use of ISOCaaS®, you agree that you shall not (and you shall procure that no User shall):
- 4.1.1 take any action that imposes, or is likely to impose an unreasonable or disproportionately large load on our infrastructure;
- 4.1.2 copy, duplicate, reproduce, rent, lease, operate a service bureau, transfer, redistribute, sub-licence, loan, sell, trade, resell, modify, create derivative works, distribute or publicly display, all or any part of ISOCaaS® without our prior written consent;
- 4.1.3 interfere or attempt to interfere with the proper working of ISOCaaS® or any activities conducted via ISOCaaS®;
- 4.1.4 bypass any measures we may use to prevent or restrict access to ISOCaaS® (including any attempt to circumvent the maximum number of Permitted Users allowed);

- 4.1.5 attempt to reverse engineer, decompile or otherwise seek to obtain access to the source code in ISOCaaS®; and/or
  - 4.1.6 engage in any activity that interferes with or disrupts ISOCaaS®, or the servers and networks which are connected to ISOCaaS®.
- 4.2 You must not in any circumstances use, nor allow anyone else to use, any automated software, process, programme, robot, web crawler, spider, data mining, trawling or other 'screen scraping' software (whether or not the resulting information is being used for your internal purposes) in respect of ISOCaaS® and you must not disclose any passwords you use (or any User uses) to access ISOCaaS® to anyone else for the purposes of using any such technology.
- 4.3 It is your responsibility to ensure that any passwords and/or login details associated with your Client Account and/or use of ISOCaaS® (whether relating to you or any User) are kept confidential at all times. As such, you acknowledge and agree that you will be responsible for any activities carried out using your Client Account and/or your login details. If you know or suspect that someone else knows your password you agree to notify us by contacting us in writing immediately.
- 4.4 You acknowledge and agree that we may monitor your (and/or any User's) use of ISOCaaS® and all activities under your Client Account. Where, in our sole opinion, we suspect misuse of ISOCaaS® has occurred, we reserve the right to suspend or terminate your account (and the provisions of clause 13.3 shall apply).
- 4.5 You also agree that we may collect and use for our own business purposes aggregate usage data relating to how users access and use ISOCaaS®, provided that any such data does not include Personal Data.

## **5. USER CONTENT**

- 5.1. In order to make use of ISOCaaS®, it is likely that you (or a User) will upload content on to ISOCaaS® from time to time. We recognise that such User Content may include commercially sensitive Confidential Information which is very important to your business and we shall treat any such information as confidential (and subject to the provisions set out in clause 14) and shall only use it as required to provide our suite of services to you.
- 5.2. As between you and us, you own any User Content, and nothing in this Agreement is intended to nor shall it change that. Any such content uploaded to ISOCaaS® by you or a User relating to your business (other than the details made available to other ISOCaaS® users via the supplier search feature and the partners page) shall only be used by us for the purposes of providing you with our Services and complying with our legal obligations and rights hereunder. You hereby grant us (and our employees, agents and sub-contractors) a world-wide, royalty-free, non-exclusive, sub-licensable and transferable licence to use the User Content solely for such purpose.
- 5.3. We understand that every one's business is different and their user content may vary. However, there are some things which you are not permitted to upload. You acknowledge and agree that you may not upload on to ISOCaaS® (or authorise, enable or allow anyone else to upload) any content which:
- 5.3.1. is misleading, harmful, threatening, abusive, harassing, defamatory, offensive, violent, obscene, pornographic, vulgar, libellous, racially, ethnically, religiously or otherwise objectionable;
  - 5.3.2. constitutes unauthorised disclosure of personal or confidential information;
  - 5.3.3. violates the rights of any party (including but not limited to any patent, trade mark, trade secret, publicity right, privacy right, copyright or other IPR) or otherwise create liability or violate any local, state, national or international law;
  - 5.3.4. contains viruses, trojans, worms, corrupted files or code, files and programs designed to impede or destroy the functionality of any computer software or hardware; spyware and malware designed for phishing and with a view to compromise the data security and integrity, and obtain sensitive personal or financial information; and/or
  - 5.3.5. constitutes or encourages a criminal offence.
- 5.4. By uploading any content using ISOCaaS® (or enabling a User to do the same), you represent and warrant that:
- 5.4.1. you have the rights, power and authority necessary to grant the licence at clause 5.2;

- 5.4.2. you have the lawful right to upload, reproduce, distribute and store the User Content;
  - 5.4.3. the uploading, reproduction and/or distribution of the User Content will not constitute or encourage a criminal offence or violate the rights of any party or otherwise create liability or violate any relevant local, national or international law; and
  - 5.4.4. the User Content complies with the restrictions set out in clause 5.3.
- 5.5. Since we have little control over what you or a User uploads, you agree to indemnify us, without limitation and upon demand, against any cost, damages or expenses (including reasonable legal expenses) that may be incurred by us either:
- 5.5.1. as a result of any breach by you of the warranties detailed in clause 5.4, and/or
  - 5.5.2. in respect of any claim or action against us or our licensors that the use of any User Content infringes IPR or is otherwise unlawful.
- 5.6. While we provide ISOCaaS©, we are not responsible for any content uploaded by you or a User on to ISOCaaS©. As such, you acknowledge and agree that:
- 5.6.1. we have no duty to moderate any content accessible via ISOCaaS© and that you are solely responsible for any User Content;
  - 5.6.2. any use by you of or reliance upon any content accessible via ISOCaaS© is at your sole risk. We do not endorse any information which may be accessible via ISOCaaS©; and
  - 5.6.3. we reserve the right to remove or edit any content, and at our sole discretion, if we determine that it is not in compliance with these General Terms or is notified to us as objectionable by a third party, and to provide your IP address and other identifying information to law enforcement authorities, where appropriate, and take any and all other legal action at our disposal if we believe you have breached these General Terms.
- 5.7. While we will retain your User Content in accordance with this Agreement, you acknowledge and agree that, ISOCaaS© is not intended to act as a back-up service. As such, save as provided herein, we exclude liability for any loss of data or error.

## 6. PERSONAL DATA

- 6.1. It is likely that you will provide us with 3 types of Personal Data in connection with our Services:
- 6.1.1. Personal Data relating to you and key contacts within your business, which you provide us with for the purpose of entering into and facilitating this Agreement and our obligations and rights hereunder (any such data, **Client Contact Data**);
  - 6.1.2. Personal Data relating to your designated Permitted Users (any such data, **Permitted User Data**); and
  - 6.1.3. any other Personal Data included in any User Content which you upload, a third party on your behalf uploads, or which you instruct us to upload, on to ISOCaaS© (any such data, **Managed Data**).
- 6.2. For the purposes of the Data Protection Legislation:
- 6.2.1. we will be acting as the **Controller** in respect of our use of your Contact Data and Permitted User Data and will only use such data in accordance with our Privacy Notice; and
  - 6.2.2. we will be acting as the **Processor** and you as the **Controller** in respect of the Managed Data and the terms of processing set out in Schedule 1 shall apply (**Terms of Processing**).
- 6.3. Both of you and we agree to comply with our respective obligations under the applicable Data Protection Legislation in respect of any Personal Data transferred by you to us or uploaded by you (or a User) on to ISOCaaS©. Applicable legislation means (for so long as and to the extent that they apply to the Company) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.
- 6.4. By transferring:

- 6.4.1. your Contact Data and/or Permitted User Data to us, you are representing and warranting to us that you have the lawful authority to do so and for us to process such data in connection with the provision of the Services and in accordance with our rights as set out in this Agreement; and
- 6.4.2. the Managed Data to us, whether by transferring it to us directly or uploading, storing or transferring any Personal Data using ISOCaaS® (or authorising a User to do the same), you are representing and warranting to us that you have the lawful authority to do so and for us to process such data in accordance with the Terms of Processing.

You agree to indemnify us in full upon demand against any losses and/or damages which we may suffer or incur as a result of a breach of this clause 6.4 by you.

## **7. INTELLECTUAL PROPERTY RIGHTS**

### **Client IPR**

- 7.1. As part of the Services it is likely that you may provide us with information, content, reports, policies, logos, brand names, trademarks, house-style or other specifications. To the extent that any IPR resides in the same it is your **IPR**. Your IPR shall remain vested in you (or where relevant, your licensors). Nothing in this Agreement shall confer on us any right, title or interest in any of you IPR other than the rights of use specifically set out in clause 7.2 below.
- 7.2. You hereby grant us a royalty-free, licence to use (and permit our employees and sub-contractors to use) your IPR for the purposes of providing our Services.
- 7.3. In respect of your IPR you:
  - 7.3.1. represent and warrant that you have the rights, power and authority necessary to grant us your IPR Licence and that any use by us (or our employees or sub-contractors) in accordance with your IPR Licence shall not infringe any third party rights, including any IPR; and
  - 7.3.2. hereby indemnify us and agree to keep us indemnified upon demand in full, against any damages, losses and/or expenses (including reasonable legal expenses) suffered or incurred by us as a result of a breach of clause 7.3.1 by you.

### **NPC IPR**

- 7.4. You acknowledge that as part of the Services it is likely that we will provide or make accessible to you IPR belonging to NPC, including any IPR which we own in ISOCaaS® and source code, database rights in any databases included in ISOCaaS®, methodology, knowhow, customisation and/or configuration of ISOCaaS®, reports, data, policies, procedures, information, statistics, graphs produced by the analysis of data, our trademarks, brand names and other distinctive get-up (any such IPR, **NPC IPR**). Nothing in this Agreement shall confer on you (or anyone else) any right, title or interest in any of the NPC IPR other than the rights of use specifically set out herein.
- 7.5. We warrant that your use of the NPC IPR if used in accordance with this Agreement will not breach the IPR of any third party (within the Territory) and agree to indemnify you (subject to clause 7.6) against any damage suffered by you as a direct result of a breach of this clause 7.5, provided this clause shall not apply where the claim in question is attributable to:
  - 7.5.1. use of the NPC IPR (or any part thereof) by you other than in accordance with the terms of this Agreement;
  - 7.5.2. use of ISOCaaS® in combination with software not approved in writing by us;
  - 7.5.3. use of a release other than the then current release of ISOCaaS®;
  - 7.5.4. modification of ISOCaaS® not approved in writing by us; and/or
  - 7.5.5. compliance with your specifications or instructions.
- 7.6. Clause 7.5. is conditional upon:
  - 7.6.1. you notifying us in writing, as soon as reasonably practicable, of any infringement claim;

- 7.6.2. you not making any admission as to liability or compromise or agreeing to any settlement of any infringement claim without our prior written consent;
  - 7.6.3. us having, at our own expense, the conduct of or the right to settle all negotiations and litigation arising from any infringement claim;
  - 7.6.4. you providing us with all reasonable assistance in connection with any such claim and such litigation at our request and expense; and
  - 7.6.5. your taking all reasonable steps to mitigate any damages or losses which may be suffered by you.
- 7.7. If any infringement claim is made, or in our reasonable opinion is likely to be made, against you, we may at our sole option and expense:
- 7.7.1. procure for you the right to continue using the NPC IPR in accordance with the terms of this Agreement;
  - 7.7.2. modify the NPC IPR so that it ceases to be infringing;
  - 7.7.3. replace ISOCaaS© with non-infringing software; or
  - 7.7.4. terminate this Agreement immediately by notice in writing to you and refund any of the Licence Fees paid by you under this Agreement as at the date of termination (less a reasonable sum in respect of your use of ISOCaaS© to the date of termination).
- 7.8. You agree to take all reasonable steps to protect ISOCaaS© and any associated documentation, if any, from unauthorized copying or use. The Software source code represents and embodies trade secrets of NPC. The source code and embodied trade secrets are not licensed to you and any modifications, additions or deletions are strictly prohibited. You are prohibited from accessing all or any part of ISOCaaS© in order to build a product or service which competes with ISOCaaS©.
- 7.9. Unless you have agreed otherwise in writing with us, nothing in this Agreement gives you a right to use any of our or our licensors' trade names, trademarks, service marks, logos, domain names, and other distinctive brand features. You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within ISOCaaS©.

## **8. CHANGE CONTROL**

- 8.1. Either party may submit written requests for changes to the Services and/or ISOCaaS©. NPC shall advise you of the likely impact of any such change, including, but not limited to, any effect on the Fees and/or agreed timetable.
- 8.2. The parties shall discuss changes proposed in accordance with clause 8.1 as soon as reasonably practicable. Until such time as a change control document is agreed and signed by both parties, covering such change, including any change to the Fees, agreed timetable, Services and/or ISOCaaS©, both parties shall continue to perform their respective obligations set out in this Agreement as if such change had not been requested.
- 8.3. Notwithstanding clause 8.1, you acknowledge that the following changes will be deemed to be changes to the Agreed Services:
- 8.3.1. any request by you to increase the maximum number of Permitted Users agreed in writing between the parties;
  - 8.3.2. any changes to the nature of the certification you are seeking;
  - 8.3.3. if the Maximum Upload Capacity is exceeded; and/or
  - 8.3.4. any other changes specifically agreed between you and us in writing or noted in the Proposal Document

## **9. FEES & PAYMENT TERMS**

- 9.1. You agree to pay us the Fees and Third Party Costs (if any) in accordance with the payment terms set out on the Proposal Document (or as otherwise may be agreed between the parties from time to time in writing). Such Fees are payable without any deduction, whether by way of set-off, counterclaim, discount, abatement or otherwise.
- 9.2. Unless otherwise expressly stated to the contrary, any Fees given or quoted will be exclusive of VAT, which shall be payable by you.

- 9.3. If any sum payable under this Agreement is not paid within 30 days of the date due we reserve the right to: (a) charge interest from the date due for payment to the actual date of payment at the rate of 5%; and/or (b) suspend all further Services (including your access to ISOCaaS©) until payment has been made in full.

## 10. THIRD PARTY COSTS

- 10.1. You acknowledge that any Third Party Costs related to the provision of the services, reflect the disbursement payable by us and that:
- 10.1.1. failure by you to pay the Third Party Costs may result in us being unable to provide the Services (for which NPC shall have no liability to you);
  - 10.1.2. the Third Party Costs are at the discretion of a third party and are not within our ability to control, as such Third Party Costs may be subject to increase from time to time and that you will be liable to pay any such increases in costs; and
  - 10.1.3. while we undertake to pass such payment on to the relevant third party, we accept no liability for the acts and/or omissions of that third party (whose services are provided to you pursuant to a contract between you and that third party).

## 11. WARRANTIES

- 11.1. We warrant and represent to you that: (a) we have full capacity and authority and all necessary consents to enter into and to perform this Agreement and that the Agreement is executed by a duly authorised signatory of our company; and (b) we will use reasonable skill and care in supplying the Services; and (c) ISOCaaS© shall for the duration of the Agreement conform in all materials respect to the Specification (where applicable).
- 11.2. You shall provide all information as may be reasonably necessary to assist us in resolving any non-complying part of ISOCaaS© including sufficient information to enable us to re-create any non-compliance and shall use all reasonable endeavours to mitigate any and all loss or damage accruing to it as a result of such breach of warranty.
- 11.3. You (or where applicable, the party signing on your behalf of you) warrant and represent to us that: (a) you have full capacity and authority and all necessary consents to enter into and to perform this Agreement and that the Agreement is executed by a duly authorised signatory of your company with the authority to legally bind you, your board and/or your members (as applicable); (b) you shall perform your responsibilities set out in this Agreement using reasonable skill and care; and (c) you have full authority to provide us (our employees, contractors and agents) with access to and or use of any Client Materials in accordance with this Agreement, and that any such access and/or use of you Materials will not amount to a breach of any third party's IPR.
- 11.4. Except as expressly set forth in this Agreement, all warranties, terms and conditions, whether oral or written, express or implied by statute, common law, or otherwise, including but not limited to any warranties, terms and conditions of fitness for purpose, description or quality, are to the fullest extent permitted by law hereby excluded.

## 12. LIMITATION OF LIABILITY

- 12.1. Notwithstanding any other provision herein, neither party shall exclude or limit its liability to the other party for: (a) death or personal injury caused by its negligence; or (b) fraud, including fraudulent misrepresentation; or (c) any liability which cannot be excluded or limited by law.
- 12.2. You acknowledge and agree that (save in respect of warranties expressly set out herein) use of ISOCaaS© and reliance on any Services is at your own risk and that we cannot accept any responsibility for the acts and/or omissions of any third parties, including service providers or any other users of ISOCaaS©.



- 12.3. (Subject to our obligations under the GDPR) we have no liability to you for any use, misuse or loss of User Content by third parties, and/or any act or omission of any user or any third party provider.
- 12.4. You expressly understand and agree that we and our licensors shall not be liable to you for: (a) any indirect, special, incidental or consequential loss or damage which may arise in respect of ISOCaaS® and/or its use or non-availability; (b) loss of profit, business revenue, goodwill and anticipated savings; (c) any trading or other losses which you may incur as a result of use of or reliance upon any content; (d) the deletion of, corruption of, or failure to store, any content (including User Content) and other communications data maintained or transmitted by or through your use of ISOCaaS®; or (e) any effect which use of ISOCaaS® may have on any software which you may use.
- 12.5. To make use of ISOCaaS®, you will need computer equipment and a connection to the internet. You acknowledge and agree that we can't and don't accept any responsibility for the acts and/or omissions of any third parties (including a, third party services and third party hardware), and that it is your responsibility to ensure that you have the necessary equipment and services in place to use ISOCaaS®. In particular, you acknowledge and agree that:
- 12.5.1. ISOCaaS® is provided "as is" and "as available"; and
- 12.5.2. if you are unable to access all or part of ISOCaaS® because you do not have access to any necessary software or equipment, this shall not constitute a breach of this Agreement by us and we shall not be liable for any loss, damage or expense which may result from your inability to access ISOCaaS®.
- 12.6. We have no liability to you for any use, misuse or loss of User Content by third parties, and/or any act or omission of any user or any third party provider.
- 12.7. While we are happy to tell you about ISOCaaS® and its functionality, you are best placed to understand your business needs. As such (subject to the warranties set out in clause 12), we make no representations or warranties that ISOCaaS® (including its use in conjunction with any other Software) will meet your requirements. Any material (including User Content) downloaded or otherwise obtained or accessed through the use of ISOCaaS® is done at your own discretion and risk, and that you will be solely responsible for any damage, loss, or prejudice to your computer system or other device or loss of data that results from the download or access of any such material.
- 12.8. No advice or information, whether oral or written, obtained by you from us or any of our subsidiaries, affiliates, officials, employees, or personnel, or through or from ISOCaaS® shall create any warranty not expressly stated in this Agreement. All such liability is excluded by us to the fullest extent permitted by law.
- 12.9. Subject to Clause 12.1, our aggregate liability arising from or in connection with this Agreement shall not exceed an amount equal to the Fees paid under this Agreement in the 12 months preceding the date of the claim.
- 12.10. You agree and acknowledge that you are in a better position than us to foresee and evaluate any potential damage or loss which you may suffer in connection with the use of our Services; that we cannot adequately insure our potential liability to you; and that accordingly the exclusions and limitations contained in this clause 12 are reasonable. You also undertake at all times to mitigate any such damage or loss.

### **13. TERMINATION**

- 13.1. Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate this Agreement without liability to the other if: (a) the other party commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or (b) an order is made or a resolution is passed for the winding up of the other party or if an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or if such an administrator is appointed or if documents are filed with the court for the appointment of an administrator or if notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying charge holder, or if a receiver is appointed of any of the other party's assets or undertaking or if circumstances arise which entitle the court or a creditor to appoint a receiver or manager or which entitle the court to make a winding-up order or if the other party takes or suffers any similar or analogous action in consequence of debt; or (c) the other party ceases, or threatens to cease, to trade.
- 13.2. Without prejudice to any other rights or remedies to which we may be entitled, we may terminate this Agreement without liability to you if you:
- 13.2.1. fail to pay any sum due to us under this Agreement and such sum remains unpaid fourteen (14) days after its due date;
  - 13.2.2. cease to carry on business;
  - 13.2.3. undergo any material change in your shareholding control; or
  - 13.2.4. undertake or authorise any act or omission which may reasonably be considered by us to jeopardise any of rights of ours and/or our licensors in ISOCaaS® or any part thereof including making or allowing to be made any unauthorised copy of ISOCaaS® or any part thereof and/or imparting or divulging the contents of ISOCaaS® or any part thereof to a third party without our prior written consent.
- 13.3. Upon the expiry or termination of this Agreement:
- 13.3.1. the licence granted at clause 3.1 terminates and your Client Account shall no longer be accessible by you and/or any User;
  - 13.3.2. all legal rights, obligations and liabilities that you and we have benefited from, been subject to (or which have accrued over time whilst the General Terms have been in force) shall be unaffected by this cessation, and the provisions of clauses 4.5, 6, 6, 7.3, 7.4, 9, 10, 12, 13.3, 14, 15 and 16.
  - 13.3.3. you will lose access to ISOCaaS®;
  - 13.3.4. any User Content which we hold will be available for download by you for 30 days after termination of the Agreement, after which period, we reserve the right to dispose of (save for Managed Data, which will be dealt with in accordance with paragraph 1(f) of schedule 1); and
  - 13.3.5. you shall immediately pay us all sums due under this Agreement.

## **14. CONFIDENTIAL INFORMATION**

- 14.1 By virtue of the Services and/or ISOCaaS® supplied and received under this Agreement, each party may have access to and/or otherwise become aware of the Confidential Information of the other party. The parties agree that any Confidential Information obtained from, or relating to the other party, its servants or agents is and shall remain the property of such party. The parties shall treat as confidential and neither party (nor its staff, agents or sub-contractors) shall disclose or use the Confidential Information of the other party except to the extent necessary for the performance of this Agreement.
- 14.2. The provisions of clause 14.1 shall not apply to Confidential Information which: (a) is in or becomes part of the public domain (otherwise than by breach of this Agreement); or (b) was in the lawful possession of the receiving party prior to disclosure under this Agreement and was not unlawfully obtained either directly or indirectly; or (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure or which is independently developed by the receiving party without dependence on or reference to such Confidential Information; or (d) is required to be disclosed by law or other mandatory provision, or requirement.
- 14.3 Each party shall only divulge Confidential Information of the other to those of its employees, agents and/or sub-contractors who are directly involved in the provision of the Services &/or ISOCaaS®, together with its auditors, professional advisors & mandatory regulatory authority. In divulging Confidential Information to such third parties, the disclosing party shall take all reasonable precautions to ensure that such third parties are aware of and comply with obligations of confidentiality to the disclosing party no less onerous than those set out this clause 14.

## 15. GENERAL

- 15.1. You may not assign, sub-license, sub-contract, mortgage or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent.
- 15.2. No party shall be liable to the other for any delay or non-performance of its obligations under this Agreement arising from any cause beyond its control save that nothing in this clause 15.2 shall excuse you from any payment obligations under this Agreement.
- 15.3. No forbearance or delay by either party in enforcing its rights shall prejudice or restrict the rights of that party and no waiver of any such rights or of any breach of any contractual terms shall be deemed to be a waiver of any other right or of any later breach.
- 15.4. This Agreement constitutes the entire agreement and understanding between the parties as to the subject matter hereof. It supersedes all previous agreements between the parties relating to the subject matter hereof. Each party represents and agrees that in entering into this Agreement it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in the Agreement and these Terms. Nothing in this clause shall exclude or limit any liability for fraud.
- 15.5. A person who is not a party to this Agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 15.6. Any notice of termination, breach or other notice of a legal nature required to be given to either party under this Agreement shall be given by first class recorded delivery post, or by hand confirmed by signed receipt, to the appropriate address of the party concerned set out in the Agreement or as notified by them from time to time and any such notice shall be deemed to be delivered on the date such delivery is recorded. Any other notice required to be given under this Agreement shall be sufficiently given if sent by first class post and any such notice shall be deemed to be delivered within two days of such posting.
- 15.7. If any term, part or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable as being contrary to applicable law or public policy, such provision shall to the extent reasonably possible be construed in a manner so as to be enforceable and the remaining provisions hereof shall remain in full force and effect and in no way be affected, impaired or invalidated.
- 15.8. Any amendment, waiver or variation of this Agreement shall not be binding on the parties unless set out in writing and signed by or on behalf of each of the parties.
- 15.9. The parties agree that if a dispute arises between them they will in the first instance attempt to resolve the issue amicably by referring the matter to director (or equivalent) level for discussion between the parties. If the dispute is not resolved within 30 days, either party may refer the matter to the court, provided that nothing shall prevent either party immediately referring to the courts any matter relating to the protection of its or its licensors' IPR or Confidential Information.
- 15.10. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations in relation to Agreed Services that is caused by any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action, civil commotion, riot, terrorist attack, war, fire, explosion, storm, flood, earthquake, epidemic, pandemic or other natural disaster, impossibility of the use of public or private transport, activities of hackers (including distributed denial of service attacks), malicious conduct, failure or interruption of any public or private telecommunications networks, power failures or interruption, or failures of any third party service providers (including providers of Internet services and telecommunications).

## 16 JURISDICTION

- 16.1 This Agreement shall be governed by and construed in accordance with the laws of Northern Ireland and both parties submit to the exclusive jurisdiction of the Northern Irish courts to settle any disputes which may arise in connection.

## 17 SPECIFICS OF ISOCaaS© FEATURES AND FUNCTIONS

- 17.1 You consent to opt into our cookies policy in order to ensure the best possible user experience – available on isocaas.com.
- 17.2 You consent to your organisation's details and the contact details of a user (name & email address) can be found by other ISOCaaS© users that may wish to engage you for your services if you choose to make those details available on the Supplier Portal and the Partner's page.
- 17.3 You consent (Legitimate Interest) to representatives of NPC (NI) Ltd contacting you via various methods (Not limited to telephone, email or the message function within the ISOCaaS© platform) to;
  - Communicate relevant updates to ISOCaaS
  - Communicate organisation updates
  - Inform you of the features and benefits of the ISOCaaS© platform and products / services related to our wider compliance services. You can opt out of receiving information on our wider compliance services by emailing support@isocaas.com.
- 17.4 You understand that your suppliers who sign up to the Supplier Portal will be visible to other ISOCaaS© users that have a licence for the main ISOCaaS© platform.
- 17.5 You consent to us accessing your data within ISOCaaS© in order to ensure you are receiving the best possible experience and meeting your obligations to comply with your chosen ISO / related standards.

### SCHEDULE 1 – TERMS OF PROCESSING

1. We shall:
  - (a) process the Managed Data only in accordance with your written instructions of (which shall include the provisions in this Agreement) unless we are required by legal applicable to us to process Managed Data (**Applicable Laws**). Where we are relying on applicable laws as the basis for processing Managed Data, we shall promptly notify you of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit us from so notifying you;
  - (b) ensure that all personnel who have access to and/or process Managed Data are obliged to keep the Managed Data confidential;
  - (c) ensure that we have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Managed Data and against accidental loss or destruction of, or damage to, Managed 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 Managed Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Managed 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);
  - (d) ensure that an agreement is entered into with third party processors which includes terms of processing which are substantially the same as those set out herein, and we shall remain liable to you for any processing activities of such third party;
  - (e) provide such assistance as may be required under the Data Protection Legislation to you in responding to any request from a Data Subject and in ensuring compliance with your obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
  - (f) at your written direction, promptly delete or return Managed Data to you on termination of this Agreement unless required by Applicable Law to store the Managed Data;

- (g) maintain complete and accurate records and information to demonstrate our compliance with these Terms of Processing and allow for audits by you or your designated auditor in respect of the processing of the Managed Data by us or our sub-processors (upon receiving reasonable notice from you).
  - (h) to store Managed Data within UK based data centres and ensure the highest level of data protection measures are put in place. Take all reasonable steps to ensure the reliability and integrity of any of our staff who have access to the Managed Data; not transfer any Personal Data outside of the UK or European Economic Area unless the following conditions are fulfilled:
    - (1)the third party has provided appropriate safeguards in relation to the transfer;
    - (2)the data subject has enforceable rights and effective legal remedies;
    - (3)the third party complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
    - (4)the third party complies with reasonable instructions notified to it in advance with respect to such processing of the Personal Data;
  - (i) notify you without undue delay on becoming aware of a breach of the Managed Data; and
  - (j) not disclose or transfer the Company Data to any third party unless necessary for the provision of the Services and/or proper compliance with any legal requirement;
2. Subject to our obligations at paragraph 1(d) above, you consent to us appointing third party service providers to;
- a. host the Managed Data uploaded on to ISOCaaS© in connection with this Agreement
  - b. further develop the code within ISOCaaS© in order to improve the product
  - c. provide support services as per clause 2. Support Services below.

## SCHEDULE 2 – SUPPORT SERVICES

### 1. INTERPRETATION

Any defined terms herein shall, unless otherwise expressed to the contrary, have the meaning given to them in the body of the Main Agreement. The following definitions and rules of interpretation apply in this schedule.

#### 1.1 Definitions:

**Client:** the party which signed the Proposal Document

**Client Cause:** any of the following causes:

- a. any improper use, misuse or unauthorised alteration of ISOCaaS© by you or a User;
- b. any use of ISOCaaS© by you in a manner inconsistent with the Main Agreement;
- c. the use by you or any User of any hardware or software not provided by us or approved by us in the Specification or Proposal Document; or
- d. the use of a non-current version or release of ISOCaaS©.

**Fault:** any failure of ISOCaaS© to operate in all material respects in accordance with the Specification, including any failure or error referred to in the Service Level Table.

**Help Desk Support:** any support provided by help desk technicians sufficiently qualified and experienced to identify and resolve most support issues relating to ISOCaaS©.

**Higher-level Support:** any higher-level support provided by us.

**Main Agreement:** the agreement to which this schedule relates.

**Out-of-scope Services:** either of the following services:

- a. any services provided by us in connection with any apparent problem regarding ISOCaaS© reasonably determined by us not to have been caused by a Fault, but rather by a Client Cause or a cause outside our control (including any investigational work resulting in such a determination); or
- b. any Higher-level Support provided in the circumstances specified in Paragraph 2.3.

**Service Levels:** the service level responses and response times referred to in the Service Level Table.

**Service Level Table:** the table set out in Paragraph 5.1.

**Solution:** either of the following outcomes:

- a. correction of a Fault; or
- b. a workaround in relation to a Fault (including a reversal of any changes to ISOCaaS© if deemed appropriate by us) that is reasonably acceptable to you.

**Support Hours:** any time during a Business Day.

**Support Request:** request made by you in accordance with this schedule for support in relation to ISOCaaS©, including correction of a Fault.

**Support Services:** maintenance of the then-current version or release of ISOCaaS©, including Help Desk Support and Higher-level Support, but excluding any Out-of-scope Services.

## 2. SUPPORT SERVICES

**2.1** For the duration of your User Licence we shall perform the Support Services during the Support Hours in accordance with the Service Levels.

**2.2** As part of the Support Services, we shall:

- (a) provide Help Desk Support by means of the following telephone number **+44 (0)28 9600 9011** and e-mail address: **support@isocaas.com**
- (b) commit appropriate resources to the provision of Higher-Level Support;
- (c) use Commercially Reasonable Efforts to correct all Faults notified under Paragraph 4.3(a); and
- (d) provide technical support for ISOCaaS© in accordance with the Service Levels.

**2.3** Any Higher-level Support requested by you and provided by an individual whose qualification or experience is greater than that reasonably necessary to resolve the relevant Support Request shall be deemed an Out-of-scope Service, provided that an appropriately qualified or experienced individual was available at the time when the Higher-level Support was sought.

**2.4** We may reasonably determine that any services are Out-of-scope Services. If we make any such determination, we shall promptly notify you of that determination.

**2.5** You acknowledge that we are not obliged to provide Out-of-scope Services.

## 3. FEES

**3.1** The provision of Support Services on a remote, off-site basis (such as over the telephone, video conferencing or by e-mail) during the Support Hours shall be included in the Licence Fees.

**3.2** The provision of Support Services outside the Support Hours or on site or the provision of Out-of-scope Services shall be charged for at the applicable time and materials rates set out in the Proposal Document.

## 4. SUBMITTING SUPPORT REQUESTS AND ACCESS

- 4.1** You may request Support Services by way of a Support Request.
- 4.2** Each Support Request shall include a description of the problem and the start time of the incident.
- 4.3** You shall provide us with:
- (a)** prompt notice of any Faults; and
  - (b)** such output and other data, documents, information, assistance and (subject to compliance with all your security and encryption requirements notified to us in writing) remote access to your System, as are reasonably necessary to assist us to reproduce operating conditions similar to those present when you detected the relevant Fault and to respond to the relevant Support Request.
- 4.4** All Support Services shall be provided remotely by us or our approved third party.
- 4.5** You acknowledge that, to properly assess and resolve Support Requests, it may be necessary to permit us direct access at your premises to your system and your files, equipment and personnel.
- 4.6** You shall provide such access promptly, provided that we comply with all your security requirements and other policies and procedures relating to contractors entering and working on your premises notified to us.

## **5. SERVICE LEVELS**

### **5.1** We shall:

- (a)** prioritise all Support Requests based on its reasonable assessment of the severity level of the problem reported; and
- (b)** respond to all Support Requests in accordance with the responses and response times specified in the table set out below:

Severity level of Fault & Definition	Service Level response and response time
<p><b>1. Business Critical Failures:</b> An error in, or failure of, ISOCaaS© that:</p> <p>a) materially impacts the operations of your business or marketability of its service or product;</p> <p>b) prevents necessary work from being done; or</p> <p>c) disables major functions of ISOCaaS© from being performed.</p>	<p><b>Level 1 Response:</b> Acknowledgment of receipt of a Support Request within 180 minutes (Only business ours count toward this figure).</p> <p><b>Level 2 Response:</b> We shall:</p> <p>a) restore ISOCaaS© to a state that allows you to continue to use all functions of ISOCaaS© in all material respects within 12 hours after the Level 1 Response time has elapsed; and</p> <p>b) exercise commercially reasonable efforts until full restoration of function is provided.</p> <p><b>Level 3 Response:</b> We shall work on the problem continuously and implement a Solution within 24 hours of receipt of the Support Request.</p> <p>If we deliver a Solution by way of a workaround reasonably acceptable to you, the severity level assessment shall reduce to a severity level 2 or lower.</p>
<p><b>2. System Defect with Workaround:</b></p> <p>a) a critical error in ISOCaaS© for which a work-around exists; or</p> <p>b) a non-critical error in ISOCaaS© that affects the operations of your business or marketability of its service or product.</p>	<p><b>Level 1 Response:</b> Acknowledgment of receipt of a Support Request within 240 minutes (Only business ours count toward this figure).</p> <p><b>Level 2 Response:</b> We shall, within 3 Business Days after the Level 1 Response time has elapsed, provide:</p> <p>a) an emergency software fix or workaround, or; and</p> <p>b) temporary release or update release,</p> <p>which allows you to continue to use all functions of ISOCaaS© in all material respects.</p> <p><b>Level 3 Response:</b> We shall provide a permanent Fault correction as soon as practicable and no later than 14 Business Days after our receipt of the Support Request.</p>
<p><b>3. An isolated or minor error in ISOCaaS© that:</b></p> <p>a) does not significantly affect Software functionality;</p> <p>b) may disable only certain non-essential functions; or</p> <p>c) does not materially impact your business performance.</p>	<p><b>Level 1 Response:</b> Acknowledgment of receipt of the Support Request within 24 hours.</p> <p><b>Level 2 Response:</b> We shall provide a permanent Fault correction within 14 Business Days after the Level 1 Response time has elapsed.</p>

**5.2** The parties may, on a case-by-case basis, agree in writing to a reasonable extension of the Service Level response times.

**5.3** We shall give you regular updates of the nature and status of its efforts to correct any Fault.