

Terms and Conditions

These terms and conditions (as amended under clause 25.4) ("**Conditions**") govern the provision of the supply of hardware, the granting of rights to possess and/or use hardware, the licensing of software, the provision of cloud services, the provision of maintenance services and the provision of professional services by MADIC DYNAMICS LIMITED (with registered number 09559754 and with registered address 28-31 The Stables Wrest Park, Silsoe, MK45 4HR, United Kingdom) ("**Madic Dynamics**") to the person/firm who receives the same (as detailed in an order form) ("**Customer**"). These Conditions apply to the exclusion of any other terms that the Customer seeks to impose, or which are implied by trade, custom, practice or course of dealing.

Note particularly clause 15 (Limitation of Liability)

1. BASIS OF CONTRACT

- 1.1. Each Quote provided to the Customer constitutes an invitation to treat by Madic Dynamics.
- 1.2. The Customer's acceptance of the Quote constitutes an offer by the Customer to (subject to the terms of such Quote) purchase the Purchased Hardware; subscribe for the Subscribed Hardware; license the Madic Dynamics Software; purchase the Madic Dynamics Services; and/or appoint Madic Dynamics as reseller in relation to Third-Party Software and Third-Party Services.
- 1.3. Following the Customer's acceptance of the Quote, Madic Dynamics may, at its option, submit an order acknowledgement to the Customer, which shall form a contract subject to the terms of the applicable Quote and these Conditions ("**Contract**"), and the Contract shall come into existence immediately upon sending of the order acknowledgement ("**Start Date**").
- 1.4. Where purchases are made on a Pay as You Go basis, each purchase shall form a separate Contract.
- 1.5. Should the Customer's acceptance of the Quote (or any other correspondence from the Customer) contain terms that contradict in any way the Quote or any of these Conditions or attempt to impose additional terms ("**Contradictory Terms**"), such Contradictory Terms shall not be incorporated unless and to the extent that a revised Quote is issued by Madic Dynamics incorporating any of the Contradictory Terms.
- 1.6. In the event of any conflict or inconsistency between the documents forming the Contract, the following order of precedence shall apply (with the document listed first taking priority): (i) the Quote and any Statement of Work or Specification referenced in the Quote; (ii) these Conditions; and (iii) the Policies.
- 1.7. Each party warrants that: (i) it has full capacity to enter into and perform its obligations under the Contract; and (ii) the Contract is executed by a duly authorised representative of that party.
- 1.8. In consideration for the payment of the Charges, Madic Dynamics will (as appropriate and in accordance with the Contract) from the applicable Effective Date supply the Purchased Hardware; make available the Subscribed Hardware; license the Madic Dynamics Software; provide the Madic Dynamics Services; and/or act as reseller in relation to Third-Party Software and Third-Party Services.

2. MADIC DYNAMICS SERVICES

- 2.1. The terms of this clause 2 apply with respect to any Madic Dynamics Services supplied pursuant to the Contract.
- 2.2. Madic Dynamics shall provide the applicable Madic Dynamics Services on a subscription or Pay as You Go basis.
- 2.3. During the applicable Term, in consideration for the payment of all applicable Charges, Madic Dynamics shall provide or procure the provision of the applicable Madic Dynamics Services to the Customer.
- 2.4. Madic Dynamics will provide the Madic Dynamics Services in accordance with Applicable Law; and in accordance with the applicable Specification in all material respects.
- 2.5. Where Madic Dynamics is present at any Customer Site(s), Madic Dynamics shall use reasonable endeavours to observe all reasonable health and safety and security requirements that apply at such site(s) and that have been communicated to it in advance of the provision of the Madic Dynamics Services, provided that it shall not be liable under the Contract if observance of the same hinders or restricts Madic Dynamics' performance of its obligations under the Contract.
- 2.6. Madic Dynamics will use reasonable endeavours to meet any performance metrics specified in the Quote (if any). Any remedies for failure to meet such metrics shall be limited to those set out in the Quote.
- 2.7. In respect of the Madic Dynamics Services, Madic Dynamics shall use reasonable endeavours to meet any performance dates specified in the Quote/applicable Specification, but any such dates are estimates only and time is not of the essence for the performance of the Madic Dynamics Services.
- 2.8. If performance of the Madic Dynamics Services is delayed: (i) at the request of the Customer; and/or (ii) because of any acts or omissions of the Customer, the parties may agree revised dates for performance and, at its discretion, Madic Dynamics may apply a reasonable increase to the Charges as a result of such delay.
- 2.9. Madic Dynamics shall have the right to make any changes to the Madic Dynamics Services which: (i) improve the nature or quality of the Madic Dynamics Services; (ii) are necessary to comply with Applicable Law; (iii) result from a Sourcing Issue; or (iv) do not materially negatively affect the nature or quality of the Madic Dynamics Services, and Madic Dynamics shall notify the Customer in any such event. Such notification shall include any variations to the Charges which Madic Dynamics reasonably considers to be necessary in light thereof pursuant to (ii) or (iii) above.
- 2.10. Madic Dynamics shall use its reasonable endeavours to comply with any Service Levels applicable to the Madic Dynamics Services from the Service Level Start Date.
- 2.11. Deliverables
 - 2.11.1. The Deliverables shall comply in all material respects with the Specification (where applicable), provided that Madic Dynamics' responsibilities regarding any Third-Party Software and Third-Party Services which constitute Deliverables are limited to its obligations under clause 8.
 - 2.11.2. Madic Dynamics shall subject the Deliverables to the Applicable Tests (if any).
 - 2.11.3. The Customer shall be deemed to have accepted any Deliverable if either: (i) Madic Dynamics determines the Deliverables to have met the Applicable Tests (if any); (ii) the Customer fails to provide the data or results necessary for the Applicable Tests

(if any) to be undertaken within the time limits specified in the Quote (in respect of which, time shall be of the essence); or (iii) the Customer commences operational use of the Deliverable.

- 2.12. Output: The Customer assumes sole responsibility for any results obtained from the use of the Madic Dynamics Services and/or the Deliverables (including any AI Customer Output), and for conclusions drawn from such use and/or such results.
- 2.13. Where there is a Default on the part of the Customer, Madic Dynamics (without limiting its other rights or remedies) may suspend performance of any or all of its obligations under all Related Contracts (and is relieved from its performance obligations under all Related Contracts) until the Customer remedies the same. The Customer shall be liable for any costs incurred by Madic Dynamics from such suspension.
- 2.14. Madic Dynamics may at any time, and at its sole option, replace any individual identified in the Quote or otherwise allocated to the performance of the Madic Dynamics Services with another qualified individual.
- 2.15. Transfer Regulations: The parties do not envisage that the Transfer Regulations will apply to the Contract. Should any person claim to transfer to Madic Dynamics Group or any subcontractor of the same ("Indemnified Entity") as a result of the provision of any Madic Dynamics Services under a Contract, the Indemnified Entity shall be entitled to terminate such individual and the Customer hereby indemnifies the Indemnified Entity from and against any and all Losses incurred as a result of such individual claiming to transfer to the Indemnified Entity.

3. MADIC DYNAMICS LOCAL SOFTWARE

- 3.1. The terms of this clause 3 apply where the Customer is granted use of any Madic Dynamics Local Software from Madic Dynamics.
- 3.2. In consideration for the payment of all applicable Charges, Madic Dynamics hereby grants to the Customer a non-exclusive, non-transferable (save in accordance with clause 20), non-sublicensable, revocable licence during the applicable Term set out on the Quote to use Madic Dynamics Software, subject to the terms and conditions of the Contract.
- 3.3. Use of the Madic Dynamics Local Software shall be restricted to: the Licence Type restrictions set out in the Specification for the same; the use restrictions set out in the Specification for the same; use in object code form; use for the purpose described in the Specification; use for the normal business purposes of the Customer and the Authorised Users, but in any event the Customer shall not be entitled to make available the Madic Dynamics Local Software operating as a service bureau on behalf of Third Parties; and use by Authorised Users.
- 3.4. Save where stated to the contrary in the Quote, for the period of 30 days from delivery, Madic Dynamics warrants that Madic Dynamics Local Software will perform in accordance with the applicable Specification in all material respects. The Customer's sole remedy for breach of the warranty under this clause 3.4 shall be the correction of the Defect by Madic Dynamics within a reasonable time from notification by the Customer of the same.
- 3.5. Delivery of Madic Dynamics Local Software shall be deemed to have occurred as follows:
- 3.6. Madic Dynamics shall provide to the Customer, from time to time, copies of the Documentation (if any) containing sufficient up-to-date information for the proper use and maintenance of Madic Dynamics Local Software. Such Documentation may be supplied in electronic form.
- 3.7. The Customer may make such further copies of the Documentation (if any) as are reasonably necessary for the use and maintenance of Madic Dynamics Local Software and for training the Customer Personnel in use of Madic Dynamics Local Software. The Customer shall ensure that all of the Madic Dynamics proprietary notices are reproduced in any such copy.
- 3.8. Any unauthorised modifications, use or improper installation of Madic Dynamics Local Software by the Customer (or on behalf of the Customer, other than by Madic Dynamics Personnel) shall render all Madic Dynamics' warranties and obligations under the Contract null and void. Madic Dynamics shall not be obliged to rectify any particular Defect if attempts to rectify such Defect other than normal recovery or diagnostic procedures have been made by the Customer Personnel or third parties without the permission of Madic Dynamics.
- 3.9. Notwithstanding any other provision, Madic Dynamics specifically denies any express or implied term or representation that Madic Dynamics Local Software will:
 - 3.9.1. be fit to operate in conjunction with any hardware items or software products other than those supplied; or
 - 3.9.2. operate uninterrupted or error-free.
- 3.10. The Customer shall: (i) ensure that the number of persons using Madic Dynamics Software does not exceed the number specified in the Quote and use reasonable endeavours to prevent any unauthorised use; (ii) notify Madic Dynamics as soon as it becomes aware of any unauthorised use of Madic Dynamics Local Software by any person; (iii) pay, for broadening the scope of the licences granted under this licence to cover the unauthorised use, an amount equal to the fees which Madic Dynamics would have levied (in accordance with its normal commercial terms then current) had it licensed any such unauthorised use on the date when such use commenced together with interest at the rate provided for under these Conditions, from such date to the date of payment.
- 3.11. Any Open-Source Software is provided "as is" and the Customer's use shall be subject to, and must comply with, applicable Open-Source Terms.
- 3.12. Use of any App shall be subject to the End User Agreement.

4. MADIC DYNAMICS CLOUD SERVICES

- 4.1. The terms of this clause 4 apply where the Customer is granted access to and use of a Cloud Service from Madic Dynamics.
- 4.2. In consideration for the payment of all applicable Charges, Madic Dynamics hereby grants to the Customer a non-exclusive, non-transferable (save in accordance with clause 20), non-sublicensable, revocable licence during the applicable Term set out on the Quote to use Madic Dynamics Software to the extent necessary to receive the applicable Madic Dynamics Cloud Services, subject to the terms and conditions of the Contract.
- 4.3. Use of (and access to) the Madic Dynamics Cloud Services shall be restricted to: the Licence Type restrictions set out in the Specification for the same; the use restrictions set out in the Specification for the same; use in object code form; use for the purpose described in the Specification; use for the normal business purposes of the Customer and the Authorised Users, but in any event the Customer shall not be entitled to make available the Madic Dynamics Cloud Services operating as a service bureau on behalf of Third Parties; and use by Authorised Users.
- 4.4. The Customer shall: (i) ensure that the number of persons using Madic Dynamics Cloud Services does not exceed the number specified in the Quote and use reasonable endeavours to prevent any unauthorised use; (ii) notify Madic Dynamics as soon as it becomes aware of any unauthorised use of Madic Dynamics Cloud Services by any person; (iii) pay, for broadening the scope of the licences granted under this

licence to cover the unauthorised use, an amount equal to the fees which Madic Dynamics would have levied (in accordance with its normal commercial terms then current) had it licensed any such unauthorised use on the date when such use commenced together with interest at the rate provided for under these Conditions, from such date to the date of payment.

- 4.5. Madic Dynamics shall, with effect from the Service Level Start Date, use its reasonable endeavours to comply with the Service Levels for the Madic Dynamics Cloud Services. Service Credits shall accrue where applicable (up to the Service Credit Limit), which shall constitute an exclusive remedy for the failure to meet the applicable Service Level(s).
- 4.6. AI Features:
 - 4.6.1. The Customer acknowledges that AI Features may produce AI Customer Outputs that are inaccurate, incomplete, or misleading. The Customer is solely responsible for evaluating and verifying the accuracy, completeness, and suitability of any AI Customer Output before relying on or using the same.
 - 4.6.2. Madic Dynamics reserves the right to deploy a circuit-breaker capable of interrupting and stopping the AI Features. Madic Dynamics shall be entitled to deploy the circuit-breaker in any circumstances where Madic Dynamics, acting reasonably, considers it is necessary to do so or to comply with Applicable Law. The Customer shall not be entitled to any compensation or refunds in any circumstances where Madic Dynamics deploys the circuit-breaker in accordance with this clause 4.6.2.
- 4.7. In the event of a failure to comply with its obligations relating to the Madic Dynamics Cloud Services, Madic Dynamics will use all reasonable commercial endeavours to correct the same promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of this clause. The obligations in this clause shall not apply to the extent any failure is caused by a Force Majeure Event or any Customer Default.
- 4.8. Madic Dynamics does not warrant that:
 - 4.8.1. the Customer's use of the Madic Dynamics Cloud Services will be uninterrupted or error-free; or
 - 4.8.2. the Customer's access to the Customer Data will be uninterrupted or error-free.
- 4.9. Madic Dynamics reserves the right to modify the Madic Dynamics Cloud Services in any manner which: (i) is necessary to comply with any Applicable Law or safety requirement; (ii) results from a Sourcing Issue; or (iii) does not materially affect the nature or quality of the same, and Madic Dynamics shall notify the Customer in any such event. Any other modification required by Madic Dynamics shall be implemented pursuant to the Change Procedure.
- 4.10. Madic Dynamics shall follow the archiving procedures for the Madic Dynamics Cloud Services as described in the applicable Specification. However, it is the responsibility of the Customer to ensure Customer Data is appropriately backed-up.

5. PROFESSIONAL SERVICES

- 5.1. Madic Dynamics shall, with effect from the Service Level Start Date, use its reasonable endeavours to comply with the Service Levels for the applicable Professional Services. Service Credits shall accrue where applicable (up to the Service Credit Limit), which shall constitute an exclusive remedy for the failure to meet the applicable Service Level(s).
- 5.2. Once a Contract is formed for the provision of Professional Services, the agreed Charges will become due in full and may not be cancelled.

6. HARDWARE

- 6.1. Hardware Delivery
 - 6.1.1. The terms of this clause 6.1 apply in respect of any Hardware to be supplied pursuant to the Contract.
 - 6.1.2. Madic Dynamics shall use its reasonable endeavours to achieve delivery dates, but Hardware delivery dates are approximate only and time of delivery is not of the essence. Delivery shall be completed on the Hardware's arrival at the Delivery Location ("Delivery"). The Customer is responsible for unloading, and any unloading that takes place shall be at the Customer's risk, unless expressly stated in the Quote.
 - 6.1.3. If the Customer fails to accept or take delivery of the Hardware (including failing to provide appropriate delivery instructions to Madic Dynamics), Madic Dynamics shall store the Hardware until the earlier of: (i) delivery takes place; or (ii) Madic Dynamics resells or disposes of the Hardware in accordance with clause 6.2.2, and may at its option charge the Customer for all related costs and expenses (including insurance).
 - 6.1.4. Madic Dynamics may deliver in instalments, which may be invoiced and paid for separately. Any delay in delivery of or defect in an instalment shall not entitle the Customer to cancel any other instalment.
 - 6.1.5. Risk in the Hardware shall pass to the Customer on Delivery.
 - 6.1.6. Madic Dynamics warrants that, subject to clause 6.3 (OEM Warranties), the Hardware shall, on Delivery, conform in all material respects with the applicable Specification.
- 6.2. Purchased Hardware
 - 6.2.1. In consideration for the payment of all applicable Charges, Madic Dynamics shall supply the Purchased Hardware to the Customer pursuant to the Contract.
 - 6.2.2. Title to the Purchased Hardware shall not pass to the Customer until Madic Dynamics has received payment in full (in cleared funds) for all sums due to Madic Dynamics Group, under any and all Contracts and any other agreements between the Customer Group and Madic Dynamics Group.
 - 6.2.3. Where title has not passed to the Customer pursuant to clause 6.2.2, and either:
 - (a) 10 Business Days have elapsed since Madic Dynamics attempted to deliver the Purchased Hardware to the Delivery Location; or
 - (b) Madic Dynamics has notified the Customer to arrange an alternative delivery following a failed delivery attempt and the Customer has failed to respond appropriately,

Madic Dynamics may resell or otherwise dispose of all or any part of the Purchased Hardware. Madic Dynamics may charge the Customer for any shortfall between the price of the Purchased Hardware and the proceeds of sale, after deducting reasonable storage and selling costs.

- 6.2.4. Where title has passed to the Customer pursuant to clause 6.2.2 but the Customer has failed to accept or take delivery of the Purchased Hardware (including failing to provide appropriate delivery instructions to Madic Dynamics), and either:

- (a) 10 Business Days have elapsed since Madic Dynamics first attempted to deliver the Purchased Hardware to the Delivery Location; or
- (b) Madic Dynamics has notified the Customer to arrange collection or an alternative delivery following a failed delivery attempt and the Customer has failed to respond within 5 Business Days,

Madic Dynamics may: (a) require the Customer to collect the Purchased Hardware from Madic Dynamics' premises within 10 Business Days of written notice; (b) continue to charge the Customer for all storage costs and expenses (including insurance) until such time as the Customer takes delivery or collection of the Purchased Hardware; and/or (c) following a further 10 Business Days' written notice to the Customer, sell all or any part of the Purchased Hardware on behalf of the Customer, in which case Madic Dynamics shall account to the Customer for the net proceeds of sale after deducting all reasonable storage, selling and other costs and expenses incurred by Madic Dynamics.

- 6.3. Third-Party Manufactured Hardware: In respect of Third-Party Manufactured Hardware, Madic Dynamics shall use its reasonable endeavours to pass on to the Customer the benefit (if any) of any warranty or other benefit received by Madic Dynamics from the OEM, to the extent that Madic Dynamics is entitled to do so.

- 6.4. Refurbished Hardware: In respect of any Refurbished Hardware, the Customer acknowledges that this is not new and is supplied in the condition stated in the Quote.

6.5. Subscribed Hardware

- 6.5.1. In consideration for the payment of all applicable Charges, Madic Dynamics shall grant to the Customer access to the Subscribed Hardware to be used pursuant to the rights granted under the Contract.

- 6.5.2. Use of the Subscribed Hardware shall be subject to the usage restrictions for the Subscribed Hardware, as set out in the applicable Specification.

- 6.5.3. The Subscribed Hardware subscription shall commence on the applicable Effective Date (notwithstanding any delay or failure of Delivery) and shall continue for the applicable Term.

- 6.5.4. The Subscribed Hardware shall remain at the sole risk of the Customer during the applicable Term and for any period during which the Customer has possession of the Subscribed Hardware (the "**Subscribed Hardware Risk Period**").

- 6.5.5. Title in and to the Subscribed Hardware shall at all times remain with Madic Dynamics, and the Customer shall have no right, title or interest in or to the Subscribed Hardware (save the right to possession and use of the Subscribed Hardware subject to the terms of the Contract).

- 6.5.6. During the Subscribed Hardware Risk Period, the Customer shall:

- (a) ensure that the Subscribed Hardware is kept and operated in a suitable environment and used only for the purposes for which it is designed, and operated in a proper manner by trained competent staff in accordance with any operating instructions provided by Madic Dynamics;
- (b) take such steps (including compliance with all safety and usage instructions provided by Madic Dynamics) as may be necessary to ensure, so far as is reasonably practicable, that the Subscribed Hardware is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;
- (c) not use the Subscribed Hardware for any unlawful purpose;
- (d) save to the extent the Customer has contracted with Madic Dynamics to provide Maintenance Services in respect of the Subscribed Hardware, maintain the Subscribed Hardware at its own expense in good repair and in a condition consistent with that at the time of Delivery (fair wear and tear excepted). Maintenance may include replacing worn, damaged or lost parts (as required);
- (e) not alter the Subscribed Hardware without Madic Dynamics' prior written consent, except where such alteration is: (i) required to comply with Applicable Law or any regulatory authority; or (ii) a replacement of component(s) with the same or improved component(s), carried out immediately (or, if removed in the ordinary course of repair or maintenance, as soon as practicable). Title in all substitutions, replacements and renewals to the Subscribed Hardware shall vest in Madic Dynamics immediately upon installation;
- (f) keep Madic Dynamics fully informed of all material matters relating to the Subscribed Hardware;
- (g) where a Subscribed Hardware Location is specified in the Quote, keep the Subscribed Hardware at that location and not move such Subscribed Hardware without Madic Dynamics' prior written consent;
- (h) not, without the prior written consent of Madic Dynamics, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Subscribed Hardware or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
- (i) not without the prior written consent of Madic Dynamics, attach the Subscribed Hardware to any land or building so as to cause the Subscribed Hardware to become a permanent or immovable fixture on such land or building. If the Subscribed Hardware does become affixed to any land or building then the Subscribed Hardware must be capable of being removed without material injury to such land or building and the Customer shall repair and make good any damage caused by the affixation or removal of the Subscribed Hardware from any land or building and indemnify Madic Dynamics against all Losses incurred as a result of such affixation or removal;
- (j) not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of Madic Dynamics in the Subscribed Hardware and, where the Subscribed Hardware has become affixed to any land or building, the Customer must take all necessary steps to ensure that Madic Dynamics may enter such land or building

and recover the Subscribed Hardware both during the applicable Term and for a reasonable period thereafter, including by procuring from any person having an interest in such land or building, a waiver in writing and in favour of Madic Dynamics of any rights such person may have or acquire in the Subscribed Hardware and a right for Madic Dynamics to enter onto such land or building to remove the Subscribed Hardware;

- (k) not suffer or permit the Subscribed Hardware to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Subscribed Hardware is so confiscated, seized or taken, the Customer shall notify Madic Dynamics and the Customer shall at its sole expense use its best endeavours to procure an immediate release of the Subscribed Hardware and shall indemnify Madic Dynamics against all Losses incurred as a result of such confiscation;
- (l) not do or permit to be done, anything which could invalidate the insurances referred to in clause 6.5.10;
- (m) deliver up the Subscribed Hardware at the end of the applicable Term or on earlier termination of the Contract at such address as Madic Dynamics requires, or if necessary allow Madic Dynamics or its representatives access to the Subscribed Hardware Location or any other premises where the Subscribed Hardware is located for the purpose of removing the Subscribed Hardware;
- (n) give written notice as soon as reasonably practical to Madic Dynamics in the event of any loss, accident or damage:
 - (i) to the Subscribed Hardware; or
 - (ii) arising out of or in connection with the Customer's possession or use of the Subscribed Hardware.

6.5.7. The Customer acknowledges that Madic Dynamics shall not be responsible for any loss of or damage to the Subscribed Hardware arising out of or in connection with any negligence, misuse or mishandling of the Subscribed Hardware or otherwise caused by the Customer or its officers, employees, agents and contractors.

6.5.8. Deposit: Where the Quote specifies a deposit is due in respect of Subscribed Hardware ("**Deposit**"), the Customer shall pay the Deposit to Madic Dynamics on the date specified in the Quote. The Deposit is a deposit against default by the Customer of payment of any Charges due in respect of the Subscribed Hardware or any loss of or damage caused to the Subscribed Hardware. If the Customer:

- (a) fails to pay any Charges in accordance with the Contract; or
- (b) causes any loss or damage to the Subscribed Hardware beyond fair wear and tear,

6.5.9. Madic Dynamics may apply the Deposit (in whole or in part) against such default, loss or damage. Within 10 days of written demand from Madic Dynamics, the Customer shall pay to Madic Dynamics an amount equal to any sums so deducted, in order to restore the Deposit to its original amount. The Deposit (or balance thereof) shall be refundable within 30 days of the end of the applicable Term, provided the relevant Subscribed Hardware has been returned.

6.5.10. The Customer shall : (i) in respect of Subscribed Hardware, at all times; and (ii) in respect of Purchased Hardware, from Delivery until title has passed to the Customer under these Conditions:

- (a) hold the Hardware on a fiduciary basis as Madic Dynamics' bailee;
- (b) store the Purchased Hardware separately from all other hardware;
- (c) ensure the Hardware is readily identifiable as Madic Dynamics' property and wherever possible shall ensure that a visible sign to that effect is attached to the Hardware;
- (d) not remove, deface or obscure any identifying mark or packaging on or relating to the Hardware;
- (e) maintain the Hardware in satisfactory condition and keep them insured against all risks as are prudent and as may be required by Applicable Law (including loss, damage or destruction by fire, theft or accident for their full price) and the Customer shall ensure that Madic Dynamics' interest is noted on such insurance policy and shall, on demand by Madic Dynamics, supply copies of the relevant insurance policies or other insurance confirmation acceptable to Madic Dynamics and proof of premium payment to Madic Dynamics to confirm the insurance arrangements. If the Customer fails to effect or maintain any of the insurances required under the Contract, Madic Dynamics shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Customer; and
- (f) give Madic Dynamics such information relating to the Hardware as Madic Dynamics requires;
- (g) but the Customer may resell/use the Purchased Hardware in the ordinary course of its business.

6.5.11. Where the Customer undergoes an Insolvency Event (or Madic Dynamics believes that the same is about to occur) before title to the Hardware passes to the Customer, if the Hardware has not been resold or irrevocably incorporated into another product or service, (without limiting any other right or remedy Madic Dynamics may have) Madic Dynamics may demand the Customer deliver up the Hardware and, if the Customer fails to do so promptly, enter any Customer Site(s) (or premises of a Third Party) where the Hardware is stored to recover it. The Customer shall ensure that Madic Dynamics shall have similar rights of entry with respect to any third party who takes possession of the Hardware prior to the passage of title from Madic Dynamics to the Customer.

6.6. The Customer shall notify Madic Dynamics immediately of the loss of or theft of Hardware where such Hardware might impact the continued performance by Madic Dynamics Group of any ongoing service provision under any Related Contract.

7. MAINTENANCE SERVICES

7.1. The terms of this clause 7 apply where Madic Dynamics provides Maintenance Services to the Customer.

7.2. Madic Dynamics shall provide the Maintenance Services for the Supported Hardware and Supported Software at the Location to the Customer in accordance with the applicable Specification in respect of the Supported Hardware and Supported Software.

7.3. Madic Dynamics shall, with effect from the Service Level Start Date, use its reasonable endeavours to comply with the Service Levels for the Maintenance Services. Service Credits shall accrue where applicable (up to the Service Credit Limit), which shall constitute an exclusive remedy for the failure to meet the applicable Service Level(s).

- 7.4. On the Customer informing Madic Dynamics:
- 7.4.1. within Maintenance Support Hours of a Defect, Madic Dynamics shall perform Included Corrective Maintenance; and
 - 7.4.2. outside of Maintenance Support Hours of a Defect, Madic Dynamics shall perform Out of Hours Maintenance.
- 7.5. With respect to Excluded Maintenance:
- 7.5.1. Madic Dynamics is not obliged to perform any Excluded Maintenance unless the Customer has agreed to pay the applicable Charges in respect of it; and
 - 7.5.2. where Madic Dynamics is performing (or has performed) Maintenance Services in circumstances where it is subsequently established that the Defect was due to any of the Excluded Causes, Madic Dynamics may charge, and the Customer shall pay, the applicable additional Charges in respect of that work.
- 7.6. Any Charges for Additional Corrective Maintenance shall be calculated on a time and materials basis.

8. APPOINTMENT AS RESELLER - THIRD-PARTY SOFTWARE & THIRD-PARTY SERVICES

- 8.1. The terms of this clause 8 apply where the Customer orders Third-Party Software and/or Third-Party Services from Madic Dynamics.
- 8.2. The Customer acknowledges that:
- 8.2.1. Madic Dynamics is an authorised reseller of the Provider of the Third-Party Software and Third-Party Services and as such has been granted by the Provider a right to distribute the Third-Party Software and Third-Party Services;
 - 8.2.2. it is responsible for the selection of the Third-Party Software and/or Third-Party Services and ensuring it meets the Customer's requirements; and
 - 8.2.3. the Provider reserves the right to reject the Customer or any order placed by Madic Dynamics for Third-Party Software and/or Third-Party Services, in which case Madic Dynamics will refund any monies paid by the Customer in respect of the same.
- 8.3. Where the Customer purchases the Third-Party Software and/or Third-Party Services from Madic Dynamics, the Customer acknowledges and agrees that:
- 8.3.1. Madic Dynamics is simply distributing the same and is not licensing the Third-Party Software and Third-Party Services to the Customer;
 - 8.3.2. the Customer is licensed to use the Third-Party Software and Third-Party Services directly by the Provider, solely in accordance with the applicable Third-Party Terms;
 - 8.3.3. the Customer is bound by the applicable Third-Party Terms which sets out, among other things, the Customer's right to use the Third-Party Software and Third-Party Services, performance standards offered by the Provider, rights of recourse against the Provider which are available in certain situations (for example, should there be a defect or an intellectual property infringement claim in relation to the Third-Party Software or Third-Party Services); and
 - 8.3.4. Madic Dynamics is not responsible for the Third-Party Software or Third-Party Services.
- 8.4. Partner of Record:
- 8.4.1. The Customer Group shall appoint Madic Dynamics as its Partner of Record for the Providers of the Third-Party Software and Third-Party Services for the duration of the Contract.
 - 8.4.2. The Customer shall within 7 days notify Madic Dynamics of any purchases of Third-Party Software and/or Third-Party Services directly from the Provider or another partner made by the Customer Group.
 - 8.4.3. Where the Customer purchases Third-Party Software or Third-Party Services other than through Madic Dynamics and Madic Dynamics is not named as the Partner of Record, but where the administration of the same are at the request of the Customer to be supported by Madic Dynamics as part of the performance of its obligations under the Contract, Madic Dynamics shall charge the Customer a monthly administration fee equal to 30% of the list price for such Third-Party Software and Third-Party Services.
- 8.5. In respect of any Third-Party Software or Third-Party Services, the Customer Group shall nominate Madic Dynamics as the primary manager of the same, with access on the Customer's behalf to the Provider's product portal and with application management rights and Customer data. Should Madic Dynamics require any enhanced rights in respect of a Provider, the Customer shall implement the same promptly.
- 8.6. In respect of any Professional Services required by the Customer Group during the Term related to the Third-Party Software and/or Third-Party Services, the Customer agrees to procure the same from Madic Dynamics.
- 8.7. The Customer may not reduce the number of licences or seats in respect of any Third-Party Software and/or Third-Party Services during the applicable Term. Any reduction in the number of licences or seats shall only take effect on and from the next renewal anniversary date, provided that the Customer has given not less than 90 days' prior written notice of the intended reduction before such anniversary date.

9. CUSTOMER OBLIGATIONS

- 9.1. The Customer shall (and, as applicable, shall procure that each Authorised User and all Customer Personnel shall):
- 9.1.1. provide all co-operation reasonably required by Madic Dynamics including promptly providing such assistance or any decision, guidance, information or instruction as may be reasonably requested by Madic Dynamics from time to time;
 - 9.1.2. comply with: (i) all obligations of the Customer stated in the Quote and all applicable Specifications; (ii) the applicable Documentation; (iii) any other obligations which would ordinarily be expected of a customer in the receipt of similar hardware, and/or software services to the Hardware, Madic Dynamics Software, Madic Dynamics Services, Third-Party Software, and/or Third-Party Services from a competent provider acting reasonably and in good faith; and (iv) reasonable guidance and/or rules issued by Madic Dynamics from time to time;
 - 9.1.3. save as expressly permitted within the Specification, not combine the Hardware, Madic Dynamics Software, Madic Dynamics Services, Third-Party Software, and/or Third-Party Services with (or incorporate into) any other hardware, software or services;

- 9.1.4. as may be needed for Madic Dynamics to perform the relevant Services, in a timely manner:
- (a) provide any and all Customer Input and Customer Materials;
 - (b) prepare the Customer Site(s);
 - (c) prepare the Customer Systems;
 - (d) save in respect of the express obligations of Madic Dynamics under the Professional Services, implement and support any and all required integrations (if any) between the Customer Systems and Madic Dynamics Software and/or the Madic Dynamics Cloud Services;
 - (e) facilitate access to the Customer Site(s); and
 - (f) facilitate access to the Customer Systems, including enabling remote access as applicable;
- 9.1.5. ensure that the terms of the Contract (including any specification) are complete, accurate and meet its requirements for the same;
- 9.1.6. ensure that the Customer Input complies with the Content Standards;
- 9.1.7. only use the Hardware, Madic Dynamics Software, Madic Dynamics Services, Third-Party Software, and/or Third-Party Services for lawful purposes and shall not use the Hardware, Madic Dynamics Software, Madic Dynamics Services, Third-Party Software, and/or Third-Party Services: (i) in any way that breaches any Applicable Law; (ii) for the purpose of harming or attempting to harm minors in any way; (iii) to generate, send, knowingly receive, upload, download, store, use or re-use any material which does not comply with the Content Standards; (iv) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); (v) to knowingly store, distribute, transmit, send or upload any data or material that contains a Virus; and (vi) to (or attempt to) probe, scan, penetrate or test the vulnerability of any of the Madic Dynamics Systems or networks or to breach any of Madic Dynamics' security or authentication measures, whether by passive or intrusive techniques, without Madic Dynamics' prior written consent;
- 9.1.8. in respect of AI Features:
- (a) devote reasonable time and patience to understanding how to operate the AI Features and shall ensure that only staff who have completed the training required within the Documentation shall operate the AI Features;
 - (b) implement and maintain appropriate human oversight procedures to evaluate and verify the accuracy, completeness, and suitability of any AI Customer Output before relying on or using the same in its business operations or making the same available to any third party;
 - (c) not use any AI Feature to develop AI models or services that compete with the Services;
 - (d) not misrepresent AI Customer Output as being exclusively human-generated where disclosure of AI involvement is required by Applicable Law; or
 - (e) not disable, override, or circumvent any safety, filtering, or content moderation tools or functions of the AI Features;
- 9.1.9. not (and not permit any third party to) copy, adapt, reverse engineer, decompile, disassemble, modify, create derivative works from, or make error corrections to Madic Dynamics Software or Madic Dynamics Cloud Services, in whole or in part, or access all or any part of Madic Dynamics Software or Madic Dynamics Cloud Services in order to build any software, product or service which competes with the same (or for any other purpose);
- 9.1.10. not systematically extract or harvest data from Madic Dynamics Software or Madic Dynamics Cloud Services for the purpose of reselling that data or training any competing software or services (including any AI model or technology);
- 9.1.11. not remove or modify any copyright or similar notices, or any of Madic Dynamics' or any other person's branding, that Madic Dynamics Software or Madic Dynamics Cloud Services causes to be displayed when used or that is displayed in any documentation (electronic or hard copy) accompanying Madic Dynamics Software or Madic Dynamics Cloud Services;
- 9.1.12. not attempt to circumvent or interfere with any copy protection or security features of Madic Dynamics Software or Madic Dynamics Cloud Services;
- 9.1.13. not use name, branding, logos or other Intellectual Property Rights of Madic Dynamics other than as expressly permitted under the Contract;
- 9.1.14. ensure that there are in place all necessary consents, licences and permissions required to permit Madic Dynamics to access and use all the Customer Input, Customer Materials, Customer Data, Customer Personal Data and any other items as may be appropriate in connection with each and every Contract;
- 9.1.15. be solely responsible for procuring and maintaining all network connections, telecommunications links, internet connectivity, and other infrastructure reasonably required to access and use the Hardware, Madic Dynamics Software, Madic Dynamics Services, Third-Party Software and Third-Party Services Deliverables provided under the Contract and to perform its obligations hereunder; and
- 9.1.16. be responsible for setting up and maintaining adequate disaster recovery and backup procedures in respect of the Customer Systems.
- 9.2. The Customer shall:
- 9.2.1. appoint an appropriate and competent representative to manage the Contract on the Customer's side and such representative shall have authority to bind the Customer;
 - 9.2.2. ensure all Authorised Users:
 - (a) understand the obligations imposed on them in relation to the Hardware, Madic Dynamics Software, Madic Dynamics Services and Third-Party Software, Third-Party Services by Applicable Laws;

- (b) subject to the obligations on Madic Dynamics to provide the Training Services, are adequately trained on the Hardware, Madic Dynamics Software and Madic Dynamics Services, Third-Party Software (including any training requirements set out in the Documentation);
- (c) comply with the applicable Acceptable Use Policies;
- 9.2.3. maintain secure passwords for access to Madic Dynamics Software and Madic Dynamics Cloud Services, and where available, enable multi-factor authentication, ensuring that such passwords are kept strictly confidential, are of sufficient complexity to prevent unauthorised access, and are not shared with any other person;
- 9.2.4. implement and maintain appropriate access controls to prevent unauthorised access to Madic Dynamics Software and Madic Dynamics Cloud Services, including promptly revoking access rights of any individual who no longer requires access;
- 9.2.5. not engage in any activity that may compromise the security, integrity or availability of the Madic Dynamics Software, or Madic Dynamics Cloud Services, including any attempt to probe, scan, penetrate or test the vulnerability of any of the Madic Dynamics Systems or networks or to breach any of Madic Dynamics' security or authentication measures;
- 9.2.6. promptly notify Madic Dynamics upon becoming aware of any actual or suspected security breach, unauthorised access or misuse of the Madic Dynamics Software, or Madic Dynamics Cloud Services;
- 9.2.7. ensure no Virus is introduced to any of the Madic Dynamics Systems or Madic Dynamics Software or Madic Dynamics Cloud Services; and
- 9.2.8. not to do or permit anything to be done that will or may damage the business, reputation, image and/or goodwill of Madic Dynamics.
- 9.3. The **"Content Standards"** are as follows:
 - 9.3.1. content must: (i) be accurate (where it states facts); (ii) be genuinely held (where it states opinions); and (iii) comply with Applicable Law; and
 - 9.3.2. content must not: (i) contain any material which is defamatory of any person, obscene, offensive, hateful, harmful, threatening, harassing or otherwise inflammatory; (ii) promote sexually explicit material; (iii) promote violence; (iv) promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; (v) be used to impersonate any person, or to misrepresent identity of any person or their affiliation with any other person; (vi) infringe the copyright, database right or trade mark of any other person; (vii) give the impression that it emanates from Madic Dynamics, if this is not the case; or (viii) advocate, promote or assist any unlawful act.

10. CHARGES

- 10.1. The price for the supply of Hardware, Subscribed Hardware, licences of Madic Dynamics Software, the supply of Madic Dynamics Services, resale of Third-Party Software and resale of Third-Party Services is the price set out in the Quote.
- 10.2. Where no price is quoted, it shall be the price set out in Madic Dynamics' published price list as at the Start Date for the relevant supply, where applicable in respect of Professional Services, on a "time and materials" basis in accordance with the Standard Rates and the Expenses Policy.
- 10.3. Where a failure of the Customer to comply with its obligations in the Contract (including those set out in these terms and conditions as well as the Quote) results in additional costs for Madic Dynamics and/or wasted time, Madic Dynamics may charge the Customer for the same on a time and materials basis. In order to calculate the same, Madic Dynamics' Standard Rates and the Expenses Policy shall apply unless other rates are specified in the Quote.
- 10.4. In addition to any other pricing change permitted pursuant to these Conditions, the following shall apply:
 - 10.4.1. If it is reasonably apparent that any of the pricing in the Quote is incorrect ("**Obvious Pricing Error**"), the Customer must notify Madic Dynamics of the same. When Madic Dynamics becomes aware of an Obvious Pricing Error, it shall promptly notify the Customer of the error together with the correct price ("**Correct Price**"). Following notification of the Correct Price, such price shall apply in place of the Obvious Pricing Error. If the Customer objects to the Correct Price, it may terminate the Contract on written notice to Madic Dynamics.
 - 10.4.2. On no less than 3 months' written notice to the Customer prior to a Term Extension, Madic Dynamics may adjust the Charges and the Standard Rates by Indexation.
 - 10.4.3. Notwithstanding clause 10.4.2, Madic Dynamics reserves the right to increase any of its Standard Rates from time to time upon giving the Customer 3 months written notice before applying the increase. Should the Customer object to such increase, the Customer may terminate the affected element(s) of the Contract within such notice period on written notice to Madic Dynamics.
- 10.5. Unless otherwise specified to the contrary in the Quote, Madic Dynamics will invoice the Customer as described in the table below:

Purchased Hardware	On despatch.
Subscribed Hardware	Annually in advance.
Configuration Services	Monthly in advance.
Installation Services	Monthly in advance.
Madic Dynamics Software	Annually in advance.
Maintenance Services	Monthly in advance.
Excluded Maintenance:	Monthly in arrears.
Pay as You Go Services	Payment in advance of each delivery.
Third-Party Services	Monthly in advance.
Third-Party Software	Annually in advance.
Training Services	Monthly in advance.

- 10.6. Where payment of any Charges has not been made by the Customer by the applicable Due Date for the same, Madic Dynamics reserves the right to require advance payment of future Charges and/or the provision of acceptable personal guarantees.

- 10.7. Where any purported payment of Charges by the Customer is rejected or reversed, Madic Dynamics shall be entitled to charge the Customer a fee in the sum of £50 in respect of its administrative costs in relation to such rejection or reversion.
- 10.8. If Hardware, Madic Dynamics Software, or Third-Party Software has not been delivered or Madic Dynamics Services, Third-Party Services are not performed as a result of the acts or omissions of the Customer, Madic Dynamics may invoice the same based on the date upon which delivery and/or performance was attempted.
- 10.9. The Customer shall pay each invoice which is properly due and submitted to it by Madic Dynamics within 30 days of the date of invoice to a bank account nominated in writing by Madic Dynamics. Time for payment is of the essence. If Madic Dynamics has not received a payment which is validly due within such period, and without prejudice to any other rights and remedies it may have (but subject to any Applicable Law in force at the time which restrict or exclude the same), Madic Dynamics may:
- 10.9.1. charge interest on a daily basis on such due amounts at equal to 8% over the then current base lending rate of Bank of England from time to time, commencing on the Due Date and continuing until fully paid, whether before or after judgment. Such interest shall accrue on a daily basis and be compounded quarterly;
- 10.9.2. charge an administrative fee determined according to the value of the payment not received, calculated as follows:

Value of payment not received	Administrative fee
Up to £999.99	£40
£1,000 to £9,999.99	£70
£10,000 or more	£100

- 10.10. All Charges stated or referred to in the Contract are exclusive of:
- 10.10.1. value added tax or other sales taxes, which shall be added to the Madic Dynamics invoice(s) at the appropriate rate;
- 10.10.2. travel, accommodation, materials or other expenses incurred by Madic Dynamics in the performance of its obligations under the Contract, which shall become payable in accordance with the Expenses Policy; and
- 10.10.3. in respect of Hardware, all packing, insurance and transport costs, and any import or export duties or similar taxes, which shall be paid by the Customer (unless the same is expressly stated to be included within the price in the Quote).
- 10.11. Where Service Credits are stated to accrue under the Contract, the Customer must request the same within 60 days of the service-affecting event(s), following which Madic Dynamics shall automatically credit the Customer with the applicable Service Credits. Service Credits shall, at Madic Dynamics' option, either: (i) be shown as a deduction from the amount due from the Customer to Madic Dynamics in the next invoice then due to be issued under the Contract; or (ii) be included on a credit note issued against a previous invoice and the amount for the Service Credits shall be repayable by Madic Dynamics as a debt within 60 days of issue of the credit note.
- 10.12. Madic Dynamics may, without limiting its other rights or remedies, set off any amount owing to it by the Customer or any Affiliate against any amount payable by Madic Dynamics to the Customer.

11. INTELLECTUAL PROPERTY AND MATERIALS

- 11.1. Madic Dynamics warrants that it has, and will continue to have, all necessary rights in and to any and all Intellectual Property Rights that it purports to grant to the Customer pursuant to the Contract. The Customer warrants to Madic Dynamics that Madic Dynamics' possession and use in accordance with these Conditions of any materials (including third-party materials supplied by the Customer to Madic Dynamics) shall not cause Madic Dynamics to infringe the rights, including any Intellectual Property Rights, of any third party.
- 11.2. The Customer acknowledges and agrees that Madic Dynamics and/or its licensors (and/or the OEM in respect of the Hardware) own all Intellectual Property Rights in Hardware, Madic Dynamics Services and Madic Dynamics Software, Deliverables and the Usage Data.
- 11.3. The Customer acknowledges and agrees that the applicable Provider and/or its licensors own all Intellectual Property Rights in the Third-Party Services and the Third-Party Software.
- 11.4. Except as expressly stated herein, these Conditions do not grant the Customer any Intellectual Property Rights or any other rights or licences to, in or in respect of the Hardware, Madic Dynamics Services, Madic Dynamics Software, or Deliverables.
- 11.5. Any Deliverables provided are licensed to the Customer solely for the purposes of the receipt of the applicable Hardware, Madic Dynamics Services and Madic Dynamics Software, unless and to the extent that wider use is stated on the Quote. The Customer may only make such copies of the Deliverables as is expressly permitted. The Customer agrees to mark any copies of Deliverables which it may make in any tangible medium with a notice that such copy belongs to Madic Dynamics.
- 11.6. Madic Dynamics acknowledges and agrees that the Customer and/or its licensors own all Intellectual Property Rights in the Customer Input. Except as expressly stated herein or as is necessary to perform Madic Dynamics' obligations under the Contract, these Conditions do not grant Madic Dynamics any Intellectual Property Rights or any other rights or licences to or in respect of any Customer Input.
- 11.7. If a third party notifies the Customer of any claim that the use of the Hardware, Madic Dynamics Services, Madic Dynamics Software, or Deliverables infringes any right of a third party, the Customer agrees to immediately notify Madic Dynamics.
- 11.8. Feedback
- 11.8.1. The Customer may, in its discretion, provide Feedback to Madic Dynamics, but Madic Dynamics shall not be obliged to take any action in response to the Feedback.
- 11.8.2. Feedback, even if marked confidential, will not create any confidentiality obligations on Madic Dynamics unless Madic Dynamics has otherwise agreed in writing, signed by an authorised signatory of Madic Dynamics.
- 11.8.3. Without prejudice to its other rights and remedies (including under the Contract), Madic Dynamics will be free to use, disclose, reproduce, distribute, implement in its products and/or services and otherwise commercialise all Feedback provided by the

Customer without obligation or restriction of any kind, and the Customer hereby waives all rights to be compensated or seek compensation for the Feedback and will ensure that any relevant moral rights are waived.

- 11.9. Madic Dynamics may use general know-how or expertise (other than Feedback) gained in Madic Dynamics' performance of the Contract in the furtherance of its own business, provided that any such use does not constitute or result in a disclosure of any Confidential Information in breach of clause 13 (Confidentiality) or infringement of any Intellectual Property Rights.

12. ESCROW

- 12.1. The Customer may at any time during the Term request ("**Escrow Request**") Madic Dynamics places the source code of the Madic Dynamics Software (and all technical information and documentation reasonably required to enable the Customer to modify and operate it) ("**Source Code Materials**") into escrow, as more particularly detailed below.
- 12.2. Following the Customer's exercise of its rights under this escrow clause:
- 12.2.1. Madic Dynamics and the Customer mutually undertake to enter into an escrow agreement ("**Escrow Agreement**") as follows: (i) the agreement shall be with Madic Dynamics' then current escrow agent ("**Escrow Agent**"), which at the date of this agreement is NCC Group Escrow Limited; (ii) the agreement shall be on the standard three party escrow agreement form of the Escrow Agent, which at the date of this agreement is NCC's Single Licensee Software Escrow Agreement; (iii) Madic Dynamics and the Customer shall sign the Escrow Agreement promptly.
- 12.2.2. Madic Dynamics additionally undertakes to procure that the Escrow Agent signs the Escrow Agreement.
- 12.2.3. Madic Dynamics and the Customer mutually undertake to abide by the terms of the Escrow Agreement and acknowledge that for the purposes of the Escrow Agreement: (i) the Source Code Materials shall constitute the "Material" as defined in NCC's Single Licensee Software Escrow Agreement; (ii) the Madic Dynamics Software shall constitute the "Package" as defined in NCC's Single Licensee Software Escrow Agreement; (iii) the "Release Events" referred to in NCC's Single Licensee Software Escrow Agreement shall be limited to insolvency only of Madic Dynamics; and (iv) deposits shall be required to be made by Madic Dynamics under the Escrow Agreement no more frequently than annually.
- 12.2.4. The Customer shall be responsible for all sums due to the Escrow Agent, including those sums relating to the set-up of the Escrow Agreement, annual fees, update fees, deposit refresh fees and release fees together with Madic Dynamics reasonable professional charges reasonably incurred in supporting an Escrow Request.

13. CONFIDENTIALITY

- 13.1. Each party undertakes that it shall during the Contract, and thereafter, keep confidential and not disclose to any person any Confidential Information concerning the business, affairs, customers, clients or suppliers of the other party (or its Group), except as permitted by clause 13.2 below.
- 13.2. Each party may disclose the other party's Confidential Information:
- 13.2.1. to its Group, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 13; and
- 13.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority, provided that, to the extent where it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 13.2.2, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 13.3. No party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.
- 13.4. Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any unconnected third party.
- 13.5. Madic Dynamics may publicise its involvement with the Customer for its own marketing purposes, and any such publication shall not constitute an unlawful disclosure of Confidential Information for the purposes of this clause 13.
- 13.6. Notwithstanding any other provision of the Contract, Madic Dynamics may collect and use Usage Data.

14. DATA PROTECTION ARRANGEMENTS

- 14.1. The parties acknowledge that the factual arrangement between them dictates the classification of each party in respect of the Data Protection Legislation. However, the parties anticipate that the Customer shall act as a controller and Madic Dynamics shall act as a controller and processor and in any such case:
- 14.1.1. Madic Dynamics shall be a controller where it is collecting and using personal data in relation to the management of its Customer accounts; and
- 14.1.2. Madic Dynamics shall be a processor where it is processing personal data in relation to the Data Processing Particulars in connection with performing its obligations under the Contract.
- 14.2. Each party agrees to process personal data in accordance with the terms set out in Schedule 2.

15. INDEMNITIES AND LIMITATION OF LIABILITY

- 15.1. All representations, warranties or terms (whether written or oral, express or implied by statute, common law or otherwise) apart from those expressly set out in these Conditions are hereby excluded. In particular, but without prejudice to the generality of the foregoing, Madic Dynamics makes no representation and gives no warranty (whether express or implied, statutory and/or otherwise), and will have no liability, regarding the fitness for any purpose of Hardware, Madic Dynamics Services, Madic Dynamics Software, and/or Third-Party Software, Third-Party Services, whether or not such purpose is disclosed to Madic Dynamics.
- 15.2. The Customer hereby indemnifies Madic Dynamics from and against any and all Losses suffered or incurred by Madic Dynamics and its Group in connection with:

- 15.2.1. Madic Dynamics' processing of Customer Personal Data, provided that this shall only apply where Madic Dynamics' processing of such Customer Personal Data is performed in accordance with Madic Dynamics' obligations under the Contract;
 - 15.2.2. any failure of the Customer to obtain appropriate licences and/or consents in accordance with its obligations under these Conditions (including ensuring the right for Madic Dynamics to hold, store, process and/or use the Customer Input and/or Customer Materials in accordance with the terms of the Contract) or any subsequent revocation or non-renewal of any such licence and/or permit;
 - 15.2.3. any failure of the Customer to ensure its compliance with Applicable Law in accordance with its obligations under these Conditions;
 - 15.2.4. any use of Hardware, Madic Dynamics Services, Madic Dynamics Software, and/or Deliverables by the Customer other than as envisaged under the Contract;
 - 15.2.5. any damage to Madic Dynamics' Hosting Infrastructure (or the Madic Dynamics Systems or Madic Dynamics' premises) resulting from the Colocated Equipment;
 - 15.2.6. the Customer's breach of any Third-Party Terms;
 - 15.2.7. the Customer's breach of any Open-Source Terms;
 - 15.2.8. the Customer's or any Authorised User's breach of the App Terms or App Store Terms; and
 - 15.2.9. failure of any Authorised User to comply with all applicable End User Agreements.
- 15.3. Madic Dynamics shall defend the Customer, its officers, directors and employees against any claim that Madic Dynamics Software or Madic Dynamics Services infringe any United Kingdom patent effective as of the Start Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts finally awarded against the Customer in judgment or settlement of such claims, provided that:
- 15.3.1. Madic Dynamics is given prompt notice of any such claim;
 - 15.3.2. the claim does not result from the Customer's failure to install an update or New Version of any Madic Dynamics Software as soon as is practicable following its release by Madic Dynamics;
 - 15.3.3. the Customer provides reasonable co-operation to Madic Dynamics in the defence and settlement of such claim (at Madic Dynamics' expense, provided such expenses are reasonable and can be evidenced to Madic Dynamics' satisfaction); and
 - 15.3.4. Madic Dynamics is given sole authority to defend or settle the claim.
- 15.4. In the defence or settlement of any claim, Madic Dynamics may procure the right for the Customer to continue using Madic Dynamics Software or Madic Dynamics Services, replace or modify Madic Dynamics Software or Madic Dynamics Services so that they become non-infringing or, if such remedies are not reasonably available, terminate the Contract on 2 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer. In no event shall Madic Dynamics, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on: (a) a modification of Madic Dynamics Software or Madic Dynamics Services by anyone other than Madic Dynamics; (b) the Customer's use of Madic Dynamics Software or Madic Dynamics Services in a manner contrary to the instructions given to the Customer by Madic Dynamics; or (c) the Customer's use of Madic Dynamics Software or Madic Dynamics Services after notice of the alleged or actual infringement from Madic Dynamics or any appropriate authority. The foregoing states the Customer's sole and exclusive rights and remedies, and Madic Dynamics' (including its employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.
- 15.5. The following provisions set out the entire financial liability of either party (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the other in respect of:
- 15.5.1. any breach of these Conditions howsoever arising; and
 - 15.5.2. any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) or breach of statutory duty arising under or in connection with the Contract.
- 15.6. Nothing in these Conditions shall limit or exclude Madic Dynamics' or the Customer's liability:
- 15.6.1. for death or personal injury caused by its negligence, or the negligence of its employees, agents or sub-contractors;
 - 15.6.2. for fraud or fraudulent misrepresentation;
 - 15.6.3. under the indemnities set out in clause 2.15 (Transfer Regulations); or
 - 15.6.4. for any other liability which cannot be limited or excluded by Applicable Law.
- 15.7. In the event of a Default by Madic Dynamics, Madic Dynamics' liability in respect of loss or damage to tangible property of the Customer shall not exceed £10,000.
- 15.8. Subject to clauses 15.5 and 15.6, Madic Dynamics' liability in respect of Losses under the Contract in any 12 month period shall not exceed a sum equal to the total Charges paid and payable to Madic Dynamics by the Customer under the Contract during the period of 12 months immediately prior to the event giving rise to the claim.
- 15.9. Subject to clause 15.5, in no event will Madic Dynamics be liable to the Customer (whether in contract, tort, negligence or otherwise):
- 15.9.1. for a failure or delay of Madic Dynamics to perform any of its obligations under the Contract if such failure or delay results from the acts or omissions of Customer or any Authorised User;
 - 15.9.2. for any damage caused by errors or omissions in any Customer Input;
 - 15.9.3. for the Third-Party Services and Third-Party Software beyond compliance with its obligations relating to distribution pursuant to clauses 8.2 and 8.3.3;
 - 15.9.4. to the extent that any delay in performing or failure to perform the Madic Dynamics obligations is due to:

- (a) a failure by the Customer to perform its own obligations under the Contract (including providing accurate and timely information to Madic Dynamics);
 - (b) a failure by the Customer to comply with reasonable requests by Madic Dynamics for instructions, information or action required by it to perform its obligations within a reasonable time; or
 - (c) the inability of Customer Systems to process or access data in conjunction with Hardware, Madic Dynamics Services or Madic Dynamics Software (through no fault of Madic Dynamics);
- 15.9.5. for the consequences of any other acts or omissions of the Customer, Customer Group, the Customer Personnel or the Authorised Users;
- 15.9.6. for any loss of revenue;
- 15.9.7. for any loss of anticipated savings;
- 15.9.8. for any loss of goodwill or opportunity or damage to reputation;
- 15.9.9. loss of use of computer equipment or software or data;
- 15.9.10. business interruption;
- 15.9.11. wasted management or other staff time; or
- 15.9.12. for any indirect, special or consequential loss or damage.
- 15.10. In no event shall Madic Dynamics be liable for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by Madic Dynamics to perform services related to maintenance and back-up).

16. TERM AND TERMINATION

- 16.1. The Contract shall commence on the applicable Effective Date and:
 - 16.1.1. in respect of:
 - (a) Purchased Hardware, continue until delivery of the same;
 - (b) Subscribed Hardware, Madic Dynamics Software, Madic Dynamics Services, Third-Party Software, and/or Third-Party Services, continue for the Initial Term stated in the relevant Quote for the same (or, where applicable in respect of Madic Dynamics Services or Third-Party Services, until performance of the same has been completed);
 - 16.1.2. the relevant Initial Term shall be extended by an applicable Term Extension,
(the “**Term**”), unless terminated earlier in accordance with its terms.
- 16.2. Without prejudicing 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:
 - 16.2.1. the other party fails to pay any amount due under the Contract on the Due Date for payment and remains in default not less than 10 Business Days after being notified in writing to make such payment;
 - 16.2.2. the other party commits a material breach of any other term of the Contract which breach is irremediable or (if remediable) fails to remedy it within a period of 10 Business Days after being notified in writing to do so (this clause 16.2.2 only applies if Service Credits are not applicable); or
 - 16.2.3. the other party repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms under the Contract; or
 - 16.2.4. the other party’s financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 16.3. Without prejudicing any other right or remedy available to it, Madic Dynamics may terminate the Contract should an Insolvency Event occur.
- 16.4. Without prejudicing any other right or remedy available to it, Madic Dynamics may terminate the Contract with immediate effect by giving written notice to the Customer if there is a change of control of the Customer (within the meaning of section 1124 of the Corporation Tax Act 2010).
- 16.5. Without prejudicing any right to terminate which Madic Dynamics may have, Madic Dynamics will be entitled to suspend any Services without notice if:
 - 16.5.1. there is a Default on the part of the Customer; or
 - 16.5.2. any of the events set out in clauses 16.2, 16.3 or 16.4 occur in relation to the Customer.
- 16.6. Madic Dynamics may rely on the suspension to relieve it from the performance of any of its obligations in each case to the extent the suspension prevents or delays the performance by Madic Dynamics of any of its obligations and Madic Dynamics shall not be liable for any Losses sustained or incurred by the Customer arising directly or indirectly from any failure or delay by Madic Dynamics to perform any of its obligations as set out in this clause.
- 16.7. Where Madic Dynamics acquires the right to terminate or suspend Services under the Contract pursuant to this clause 16, such right shall extend to any other contracts concluded between the parties incorporating these Conditions, whether prior or subsequent to the Contract.

17. CONSEQUENCES OF TERMINATION

- 17.1. On termination for any reason:
 - 17.1.1. all rights granted to the Customer under the Contract shall cease;
 - 17.1.2. all End User Agreements shall terminate;
 - 17.1.3. all rights in Open-Source Software shall cease;

- 17.1.4. for the avoidance of doubt, all rights granted to the Customer under any Third-Party Terms shall continue in accordance with the terms of the applicable Third-Party Terms;
- 17.1.5. the Customer shall immediately pay any sums due to Madic Dynamics to the expiry of the then current applicable Term(s) (including sums on a time and materials basis for any work in progress) without set off or deduction and in respect of any Subscribed Hardware, the Customer shall pay to Madic Dynamics on demand a sum equal to the whole of the Charges for the Subscribed Hardware that would (but for the termination) have been payable if the Contract had continued from the date of such demand to the end of the applicable Term relating to the Subscribed Hardware, less a discount for accelerated payment at the percentage rate set out in the Quote. Sums may be partly or wholly recovered from any Deposit;
- 17.1.6. subject to Madic Dynamics' obligations with respect to any other Contract which remains in force, each party shall return and make no further use of any equipment, property, branding and signage, documentation and other items (and all copies of them) belonging to the other party and Madic Dynamics may, by its authorised representatives, without notice and at the Customer's expense, retake possession of the Subscribed Hardware and for this purpose may enter the Subscribed Hardware Location (or any premises at which the Subscribed Hardware is located); and
- 17.1.7. provided all sums due to Madic Dynamics Group from the Customer Group have been paid, Madic Dynamics shall make available to the Customer a copy of all Customer Data in a commonly-readable electronic format for a period of no more than 30 days following termination. After such period, Madic Dynamics may delete all Customer Data residing on the Madic Dynamics Systems.

18. INSPECTION

- 18.1. The Customer shall keep complete and accurate records to demonstrate its compliance with the Contract, and the fulfilment of its obligations under it.
- 18.2. Madic Dynamics, or its representative, may monitor and audit the Customer's use of:
 - 18.2.1. Hardware, Madic Dynamics Software, Madic Dynamics Services, Third-Party Software, Third-Party Services, and/or Deliverables
 - 18.2.2. Madic Dynamics' brands, logos and trade marks and any promotional materials relating to Hardware, Madic Dynamics Software, Madic Dynamics Services, Third-Party Software, Third-Party Services,
to ensure the Customer is complying with the terms of the Contract.
- 18.3. In order to enable such monitoring and audits, the Customer hereby grants Madic Dynamics (or its representative):
 - 18.3.1. remote access as reasonably required (and shall do all things reasonably requested by Madic Dynamics to ensure such remote access is (and remains) in place); and
 - 18.3.2. on reasonable advance notice and at reasonable times the right to:
 - (a) inspect and have access to the Customer Site(s) and to any premises (and to the computer equipment located there) at or on which Software or Subscribed Hardware is being kept or used; and
 - (b) access the records referenced in clause 18.1 and any other records relevant to use of the Hardware, and/or Madic Dynamics Software, Madic Dynamics Services, Third-Party Software, Third-Party Services, and/or Deliverables.
- 18.4. This right shall continue beyond termination/expiry to enable Madic Dynamics to verify that use of Madic Dynamics Software has ceased.
- 18.5. If Madic Dynamics identifies that Hardware, Madic Dynamics Software, Madic Dynamics Services, Third-Party Services, and/or Deliverables has been used or accessed other than in accordance with the Contract, then without prejudice to Madic Dynamics' other rights and remedies:
 - 18.5.1. Madic Dynamics may suspend certain access rights and be entitled to revoke any existing passwords, or not issue any new passwords, to any Authorised User so implicated in the unauthorised use or access; and
 - 18.5.2. at Madic Dynamics' request, the Customer shall promptly disable such access and use.

19. NON-SOLICITATION

- 19.1. Neither party shall (except with the prior written consent of the other party) directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the employment of the other party any person employed or engaged by such other party in the performance of Madic Dynamics' obligations under the Contract or (in the case of the Customer) in the receipt of the same at any time during the Term or for a further period of 6 months after the termination of the Contract other than by means of a national advertising campaign open to all comers and not specifically targeted at any of the staff of the other party.
- 19.2. If either Madic Dynamics or the Customer commits any breach of clause 19.1, the breaching party shall, on demand, pay to the claiming party a sum equal to one year's basic salary or the annual fee that was payable by the claiming party to that employee, worker or independent contractor plus the recruitment costs incurred by the claiming party in replacing such person.

20. ASSIGNMENT & SUB-CONTRACTING

- 20.1. The Customer may not assign, sub-contract, sub-license, charge or otherwise deal in any other manner with all or any of its rights or obligations under the Contract, nor provide any of the Madic Dynamics Services directly or indirectly to third parties, without the consent of Madic Dynamics, such consent not to be unreasonably withheld or delayed. The Customer shall not allow any of its rights under the Contract to become the subject of any charge, lien or encumbrance.
- 20.2. Madic Dynamics may freely assign, sub-contract, charge or otherwise deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Customer.
- 20.3. The Customer agrees that it shall co-operate and undertake all matters at Madic Dynamics' cost and expense that are necessary to novate or assign any Contract or any parts thereof to any third party when requested to do so by Madic Dynamics.

21. FORCE MAJEURE

- 21.1. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from a Force Majeure Event.

- 21.2. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for 3 months, the party not affected may terminate the Contract by giving 10 Business Days' written notice to the other party.

22. NOTICES

- 22.1. Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
- 22.1.1. delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - 22.1.2. sent by email to the following email addresses: (i) Madic Dynamics: rachel.vanvelzen@madic-dynamics.com and Jonathon.Read@madic-dynamics.com; and (ii) Customer: as set out in the Quote.
- 22.2. Any notice shall be deemed to have been received:
- 22.2.1. if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - 22.2.2. 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 at the time recorded by the delivery service; and
 - 22.2.3. 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 22.2.3, business hours means 9.00 am to 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 22.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

23. DISPUTE RESOLUTION

- 23.1. If a dispute arises out of or in connection with these Conditions or the performance, validity or enforceability of the Contract (a "**Dispute**") then the parties shall follow the procedure set out in this clause 23:
- 23.1.1. either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (a "**Dispute Notice**"), together with relevant supporting documents. On service of the Dispute Notice, the parties shall attempt in good faith to resolve the Dispute; and
 - 23.1.2. if the parties are for any reason unable to resolve the Dispute within 20 Business Days from service of the Dispute Notice, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing (an "**ADR Notice**") to the other party to the Dispute, requesting mediation. A copy of the ADR Notice should be sent to CEDR Solve. The mediation will start not later than 10 Business Days after the date of the ADR Notice.
- 23.2. If the Dispute is not resolved within 1 month of the mediator's appointment, then either party may commence court proceedings, but provided that nothing in this clause 23.2 shall prevent either party from either continuing with any means of alternative dispute resolution as may be agreed in writing from time to time, or seeking an injunction or other interim relief at any time if it reasonably believes such action is necessary to prevent irreparable damage.

24. CHANGE PROCEDURE

- 24.1. Where a party identifies a need to change the Contract, they may at any time request such a change.
- 24.2. The party proposing the change shall notify the other party in writing specifying in as much detail as is reasonably practicable the nature of the requested change.
- 24.3. Where the Customer has requested the change, Madic Dynamics shall, as soon as reasonably practicable, provide a written estimate to the Customer of:
- 24.3.1. the likely time required to implement the change;
 - 24.3.2. any necessary variations to the Charges arising from the change;
 - 24.3.3. any necessary variations to the resources of either party arising from the change; and
 - 24.3.4. any other impact of the change on the hardware/services provided under the Contract.

25. GENERAL

- 25.1. Export Compliance: The Customer agrees to comply fully with all applicable export laws and regulations ("**Export Laws**") to ensure that Hardware, Software, Services, Third-Party Software, and/or Third-Party Services are: (i) not exported, directly or indirectly, in violation of Export Laws; and (ii) not intended to be used for any purpose restricted by Export Laws. Customer shall not, and shall ensure Authorised Users shall not, use the same in any country subject to economic sanctions in violation of applicable sanctions laws or other restrictions imposed by any country having competent jurisdiction over the Contract.
- 25.2. Entire agreement: 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. Neither party shall have any remedy in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Conditions. Neither party shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 25.3. Third party rights: A natural or legal person who is not a party to the Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. This clause does not alter any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 25.4. Variations: Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by the Madic Dynamics. Madic Dynamics may vary these Conditions from time to time on giving the Customer at least 30 Days' notice in writing.

- 25.5. Waiver: A waiver of any right is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or Default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy. Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.
- 25.6. Severance: If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part-provision of the Contract is deemed deleted under the preceding sentence of this clause 25.6 above, 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.
- 25.7. No partnership or agency: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the parties, nor constitute any party the agent of the other party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
- 25.8. Governing law and jurisdiction: 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. Each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any such dispute or claim.

SCHEDULE 1 – DEFINITIONS AND INTERPRETATION

1. Interpretation

1.1. In these Conditions: (i) **person** includes a natural person, corporate or unincorporated body; (ii) a reference to Madic Dynamics or Customer includes its personal representatives, successors and permitted assigns; (iii) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted and includes any subordinate legislation; (iv) any phrase introduced by the terms **including** or **include** shall be illustrative and shall not limit the sense of the preceding words; (v) a reference to **writing** or **written** includes emails but excludes faxes; (vi) the terms 'personal data', 'data subject', 'processor', 'controller', 'processing', 'personal data breach', 'pseudonymisation', 'special categories of data' and 'supervisory authority' have the meanings set out in Data Protection Legislation; and (vii) the following definitions apply:

"Acceptable Use Policy"	the acceptable use policy (if any) applicable to the relevant Services/Madic Dynamics Software, made available to Customer by MADIC dynamics, as may be amended or updated by Madic Dynamics from time to time on written notice to the Customer.
"Additional Corrective Maintenance"	any Out of Hours Maintenance and/or any Excluded Maintenance performed by Madic Dynamics in accordance with these Conditions.
"Affiliates"	each agent, employee, contractor or sub-contractor of a party or the party's Group.
"AI"	any machine learning, deep learning, and other artificial intelligence technologies, including statistical learning algorithms, models (including large language models), neural networks, and other artificial intelligence tools or methodologies, all software implementations of any of the foregoing, and related hardware or equipment.
"AI Customer Input"	information, data, materials, text, prompts, images, or other content that is: (i) input, entered, posted, uploaded, submitted, transferred, transmitted, or otherwise provided or made available by or on behalf of the Customer or any Authorised User for processing by or through an AI Feature; (ii) collected or otherwise received by an AI Feature for or on behalf of the Customer or any Authorised User.
"AI Customer Output"	information, data, materials, text, images, code, works, expressions, or other content generated or otherwise output from an AI Feature in response to AI Customer Input or from use of an AI Feature by or on behalf of the Customer or its Authorised Users.
"AI Feature"	any feature, functionality, or component of the Services that incorporates, uses, depends on, or employs any AI, as described in the Quote or the applicable Specification.
"App"	an app made available for download from an App Store which forms part of Madic Dynamics Software.
"App Terms"	the specific user terms made available to the user at the time of download of the App, as updated from time to time and notified to the user via the App Store/ App itself.
"App Store"	in respect of Apps made available for Microsoft based devices, the "Microsoft Store". or other such similar app stores as may be used or made available from time to time.
"App Store Terms"	the standard terms and conditions of the applicable App Store relating to the installation and use of Apps made available for use on the relevant platform.
"Applicable Law"	the laws of England and Wales, together with any other mandatory laws, regulations, regulatory policies, guidelines or industry codes which apply to the performance of each party's obligations under the Contract.
"Applicable Tests"	Madic Dynamics' standard installation and/or acceptance tests contained within Madic Dynamics' Testing Policy, or such tests as are specified in the Quote.
"Authorised Group Entity"	those Customer Affiliates set out in the applicable Quote.
"Authorised Users"	together: (i) those employees of the Customer who are entitled to use the Subscribed Hardware, Madic Dynamics Cloud Services, and/or Madic Dynamics Software under the Contract; and each: (i) Authorised Group Entity; and (ii) those employees of each Authorised Group Entity who are entitled to use the Subscribed Hardware, Madic Dynamics Cloud Services, and/or Madic Dynamics Software under the Contract.
"Business Day"	a day other than a Saturday, Sunday or public holiday in England.
"Change Procedure"	the procedure detailed in clause 24.
"Change Request"	a request to change the terms of the Contract, as made in accordance with the Change Procedure.
"Charges"	the charges payable by the Customer to Madic Dynamics, as set out in the Quote.
"Madic Dynamics Cloud Services"	the making available by Madic Dynamics to the Customer of access to remotely hosted applications via hosting services as set out in the Quote, excluding avoidance of doubt any Third-Party Services and Madic Dynamics Software licensed for installation on the Customer Systems under clause 3.
"Confidential Information"	information of commercial value, in whatever form or medium, disclosed by a party to the other party, including commercial or technical know-how, technology, information pertaining to business operations and strategies, information pertaining to clients, pricing and marketing information relating to the business of either party, information which is marked as confidential, or information which ought reasonably to be considered confidential in light

"Configuration Services"
"Content Standards"
"Contract"

of the nature of the information and/or circumstances of its disclosure, including Customer Data, but excluding information that:

- (i) is or becomes publicly known other than through any act or omission of the receiving party;
- (ii) was in the other party's lawful possession before the disclosure;
- (iii) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
- (iv) is independently developed by the receiving party, as shown by written evidence.

those configuration services detailed in the Quote, if any.
the Content Standards set out in clause 9.3.

the contract (as defined in clause 1.3) governed by these Conditions between the Customer and Madic Dynamics relating to one or more of the supply of Purchased Hardware; provision of Subscribed Hardware; license of Madic Dynamics Software; provision of Madic Dynamics Services; and/or acting as reseller in relation to Third-Party Software and Third-Party Services.

"Customer Data"

the data contained in the Madic Dynamics Cloud Services which either:

- (i) consists of the Customer Input; or
- (ii) consists of unique data generated by the Madic Dynamics Cloud Services solely based on the Customer Input.

"Customer Group"
"Customer Input"

together, the Customer and its Group.

any data, documents, text, drawings, diagrams, images or sounds (together with any database made up of any of these), embodied in any medium, that are provided to Madic Dynamics by or on behalf of the Customer, in order to perform its obligations pursuant to the Contract. The Customer Input shall include, where applicable, any AI Customer Input.

"Customer Materials"

any and all physical materials and other equipment (including cabling, network interfaces, power and power adapters), connectivity services and software or cloud solutions necessary for Madic Dynamics to perform its obligations pursuant to the Contract, save to the extent the same is expressed to be supplied by Madic Dynamics pursuant to the Contract.

"Customer Personal Data"

any personal data disclosed by the Customer to Madic Dynamics or collected by Madic Dynamics on the Customer's instructions in connection with the Contract.

"Customer Personnel"

employees, directors and agents of the Customer, together with employees, directors and agents of any contractor undertaking activities on behalf of the Customer who are not Madic Dynamics Personnel.

"Customer Site"

any premises of the Customer Group at which Hardware is located; Madic Dynamics Software is being kept or used; Third-Party Software is being kept or used; Madic Dynamics Services are received; and/or Third-Party Services are received.

"Customer Systems"

the information and communications technology systems (including any hardware, software, networks and other infrastructure) used by the Customer in receiving any Madic Dynamics Software, Third-Party Software, Madic Dynamics Services, Third-Party Services, and/or performing any of the Customer's obligations under the Contract).

"Delivery Location"
"Data Processing Particulars"
"Data Protection Legislation"

the relevant location identified in the Quote (where applicable).

the data processing particulars set out at Annex 1.

any law, statute, regulation, rule or other binding restriction regarding the protection of individuals with regards to the Processing of their Personal Data to which a party is subject, including the DPA and UK GDPR (to the extent it remains applicable) and any code of practice or guidance published by the Information Commissioner's Office from time to time.

"Default"

any act or omission of a party, or failure by a party to perform a relevant obligation under the Contract.

"Defect"

an error in the applicable software that causes it to fail to operate materially in accordance with its specification.

"Deposit"
"Deliverables"

has the meaning given to that term in clause 6.5.8.

all documents, products, materials and software code in any form:

- (i) developed by Madic Dynamics or its agents, contractors and employees; and/or
- (ii) licensed by Madic Dynamics to the Customer Group, as part of or in relation to the performance of its obligations under the Contract, including all Intellectual Property Rights as may be embodied therein.

In respect of:

- (i) Installation Services, Deliverables will include the items of hardware and/or software to be installed pursuant to the Installation Services.

However, Deliverables shall exclude Hardware, Third-Party Software, Third-Party Services.

"Documentation"

any operating manuals, user instruction manuals/guides, technical literature and all other related materials in human-readable or machine-readable forms supplied or made available by Madic Dynamics from time to time in connection with the applicable Hardware, Madic Dynamics Software, Third-Party Software, or Madic Dynamics Services, Third-Party Services.

"DPA"	the Data Protection Act 2018.
"Due Date"	in respect of a payment under the Contract, the date on which such payment is due pursuant to these Conditions.
"Effective Date"	in respect of the provision of the applicable Hardware, Madic Dynamics Software, Third-Party Software, Madic Dynamics Services, and/or Third-Party Services, the effective date for the same specified in the Quote, or if none is specified, the effective date for the Contract, or if none is specified, the Start Date of the Contract.
"Excluded Causes"	any of the following: (i) misuse, incorrect use of or damage from whatever cause (other than any act or omission by Madic Dynamics), including failure or fluctuation of electrical power; (ii) failure to maintain the necessary environmental conditions for use; (iii) use in combination with any equipment or software not provided/approved in writing by Madic Dynamics; (iv) use in combination with equipment or software which suffers a fault; (v) relocation or installation by the Customer or any Third-Party; (vi) any act or omission of a Third-Party; (vii) any breach of the Customer's obligations under the Contract howsoever arising; (viii) any modification not authorised by Madic Dynamics; (ix) operator error; or (x) any other excluded causes set out in the Quote.
"Excluded Maintenance"	any Maintenance Services necessary as a result of any of the Excluded Causes.
"End User Agreement"	in respect of: (i) Madic Dynamics Software or Madic Dynamics Cloud Services, the applicable end user agreement for such product set out in [insert link to EULA]; and (ii) any App, the App Terms and the App Store Terms (as applicable);
"Expenses Policy"	Madic Dynamics' expenses policy, set out at [●], as may be amended or updated by Madic Dynamics from time to time on written notice to the Customer.
"Feedback"	all current and future suggestions, comments or other feedback regarding the Hardware, Madic Dynamics Software, Third-Party Software, Madic Dynamics Services, Third-Party Services, Deliverables, and/or Output provided by or on behalf of the Customer.
"Force Majeure Event"	events, circumstances or causes beyond a party's reasonable control, including: strikes; lock-outs or other industrial disputes (except with respect to that party's own employees); acts of God; war; riot; civil commotion; pandemic or epidemic; compliance with any law or governmental order, rule, regulation or direction; accident; fire, flood, or storm; in each case whether or not foreseeable.
"Group"	each and every entity that directly or indirectly controls, is controlled by, or is under common control with a party, for so long as such control exists. In the case of companies and corporations, control means beneficial ownership of more than 50% of the voting stock, shares, interest or equity in an entity; in the case of any other legal entity, "control" and "controlled" shall exist through the ability to directly or indirectly control the management and/or business of the legal entity.
"Hardware"	the Subscribed Hardware or Purchased Hardware (as applicable).
"Implementation Services"	the implementation services detailed in the Quote, if any.
"Included Corrective Maintenance"	maintenance services expressly described within the applicable Specification, to be provided during the Maintenance Support Hours.
"Indexation"	a percentage equal to the percentage increase in the UK Consumer Prices Index plus 2% since the prices were last set/revised, as appropriate.
"Initial Term"	the period of time described as such in the Quote for the applicable Subscribed Hardware, Madic Dynamics Software, Third-Party Software, Madic Dynamics Services, and/or Third-Party Services.
"Insolvency Event"	(a) the Customer suspends or threatens to suspend payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts under section 123 of the Insolvency Act 1986 or is deemed either unable to pay its debts or as having no reasonable prospect of so doing within the meaning of section 268 of the Insolvency Act 1986 or (if a partnership) has any partner to whom any of the above applies; (b) the Customer starts negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for/enters into any arrangement with its creditors; (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for/in connection with the winding up of the Customer; (d) the Customer is the subject of a bankruptcy petition or order; (e) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other process is levied or enforced on or sued against, the whole or part of its assets which is not discharged within 14 days; (f) an application is made to court, or an order is made to appoint an administrator, or notice of intention to appoint an administrator is given or an administrator is appointed over the Customer; (g) a floating

"Installation Services"

"Intellectual Property Rights"

"Location"

"Losses"

"Maintenance Services"

"Maintenance Support Hours"

"New Release"

"New Version"

"Normal Business Hours"

"Open-Source Software"

"Open-Source Terms"

"Quote"

"Out of Hours Maintenance"

"Output"

"Partner of Record"

"Pay as You Go"

"Policies"

"Professional Services"

"Provider"

"Purchased Hardware"

"Refurbished Hardware"

"Related Contracts"

"Service Credits"

"Service Credit Limit"

"Service Level Start Date"

"Service Levels"

charge holder over the assets of the Customer becomes entitled to appoint or has appointed an administrative receiver; (h) a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer; (i) any event analogous to those mentioned in (a)-(h) above in another jurisdiction.

the installation services detailed in the Quote, if any.

patents, utility models, rights to inventions, copyright and related 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, rights in designs, 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.

the location for performance of the applicable Services set out in the Quote (if any), or any other location agreed between the parties in writing from time to time.

liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses).

those maintenance services relating to Supported Hardware and Supported Software detailed in the Quote (if any).

the maintenance support hours specified in the Quote or if no hours are specified, 9.00am to 5.30pm GMT (or BST as applicable), each Business Day.

a new release of all or any part of the Supported Software suitable for use by the Customer in which previously identified faults have been remedied or to which any modification, enhancement, revision or update has been made, or to which a further function or functions have been added.

a new version of Madic Dynamics Software released by Madic Dynamics which provides additional or improved functionality or performance.

9.00am to 5.30pm GMT (or BST as applicable), each Business Day.

any software licensed under any form of open-source licence meeting the Open Source Initiative's Open Source Definition (<http://www.opensource.org/docs/definition.php>) or any libraries or code licensed from time to time under the General Public Licence (as described by the Free Software Foundation and set out at <http://www.gnu.org/licenses/gpl.html>), or anything similar, included or used in, or in Madic Dynamics' development of, Madic Dynamics Software, or with which Madic Dynamics Software is compiled or to which it is linked.

the specific licence under which any relevant Open-Source Software is distributed.

Madic Dynamics' written quotation relating to one or more of the following:

- (i) the supply of Purchased Hardware;
- (ii) the provision of Subscribed Hardware;
- (iii) the supply of Madic Dynamics Services;
- (iv) the licensing of Madic Dynamics Software;
- (v) the resale of Third-Party Services; and/or
- (vi) the resale of Third-Party Software.

maintenance performed outside of the Maintenance Support Hours.

the output from the operation of Madic Dynamics Software and/or Madic Dynamics Cloud Services, including software code, documents, products and materials in any form.

in respect of a Provider, the appointed representative for a customer (or customer group) to provide sales, deployment and/or technical support.

the provision of Hardware, Madic Dynamics Software, and/or Madic Dynamics Cloud Services from time to time on an ad-hoc basis.

the policies of Madic Dynamics as amended from time to time, including Expenses Policy, Acceptable Use Policy, Testing Policy.

any Implementation Services; Configuration Services; Installation Services; and Training Services.

the applicable Third-Party provider of the Third-Party Software and/or Third-Party Services, as detailed in the Quote.

hardware purchased by the Customer pursuant to the Contract, as set out in the Quote.

the Hardware which is stated in the Quote to be refurbished (or any part of them).

the Contract, together with all other contracts or similar arrangements entered into between Madic Dynamics Group and the Customer Group.

the sums attributable to a failure of a Service Level, as set out in the SLA or added by a change pursuant to clause 25.4.

the limit on the accrual of Service Credits (if any), as set out in the SLA or added by a change pursuant to clause 25.4.

the start date for the applicable Service Level(s) as detailed in the SLA.

the service levels (if any) as set out in the SLA or added by a change pursuant to clause 25.4 in respect of Madic Dynamics Cloud Services,

"SLA"

Maintenance Services, and/or Professional Services to be provided by Madic Dynamics pursuant to the Contract.
a separate SLA document detailing the Service Levels and Service Credits applicable to a particular Madic Dynamics Service supplied under the Contract set out in the Quote.

"Software"

computer programmes, applications, scripts, algorithms, code, firmware, middleware, application programming interfaces, and any other software or software-based tools or systems, together with, as applicable:
(i) all documentation, user manuals, technical specifications, and other materials relating to the foregoing; and
(ii) all databases and compilations of data, including any rights in the structure, arrangement, or selection of data therein, and any sui generis database rights subsisting in such databases.

"Sourcing Issue"

an inability on the part of Madic Dynamics to source particular materials or resources (including Supplier Personnel) on terms similar or identical to those available at the Effective Date (including due to exchange rate fluctuations, increases in taxes or duties) or a change in Applicable Law.

"Specification"

in respect of:
(i) Hardware, the specification for the same as set out (or referred to) in the Quote;
(ii) Madic Dynamics Software, the specification for the same contained in the Documentation;
(iii) Madic Dynamics Services, the specification for the same contained in the Documentation;
(iv) Deliverables, the specification for the same as set out (or referred to) in the Quote including in any applicable Statement of Work);
(v) Third-Party Software, the specification from the same determined by the applicable Provider; and
(vi) Third-Party Services, the specification from the same determined by the applicable Provider.

"Standard Rates"

Madic Dynamics' standard rates for Hardware, Madic Dynamics Software and Madic Dynamics Services as made available by Madic Dynamics from time to time.

"Start Date"

as defined in clause 1.3.

"Statement of Work"

any statement of work contained in or referenced in a Quote.

"Subscribed Hardware"

hardware subscribed for by the Customer pursuant to the Contract, as set out in the Quote together with all substitutions, replacements or renewals of the same.

"Subscribed Hardware Location"

the location at which the Subscribed Hardware is to be held, as set out in the Quote.

"Subscribed Hardware Risk Period"

has the meaning given to that term in clause 6.5.4.

"Subscribed Hardware Payment Plan"

the payment plan for the Subscribed Hardware, as set out in the Quote.

"Madic Dynamics Local Software"

Madic Dynamics Software which is licensed directly from Madic Dynamics to the Customer pursuant to clause 3 and is installed or deployed on the Customer Systems.

"Madic Dynamics Group"

together, Madic Dynamics and each member of its Group from time to time. Madic Dynamics' employees, directors and agents, together with employees, directors and agents of any contractor undertaking activities on behalf of Madic Dynamics in relation to the performance of its obligations under the Contract.

"Madic Dynamics Personnel"

"Madic Dynamics Services"

the services to be supplied directly by Madic Dynamics to the Customer, consisting of Madic Dynamics Cloud Services; Professional Services; and Maintenance Services.

"Madic Dynamics Software"

any Software described as such in the Quote, excluding any incorporated Open-Source Software.

"Madic Dynamics Systems"

the information and communications technology systems (including its networks) used by Madic Dynamics (and any of its sub-contractors in performing any of Madic Dynamics' obligations under the Contract).

"Madic Dynamics' Testing Policy"

Madic Dynamics' testing policy (if any) applicable to the relevant Madic Dynamics Services and/or Madic Dynamics Software, set out at [●], as may be amended or updated by Madic Dynamics from time to time on written notice to the Customer.

"Supported Hardware"

that hardware listed as "supported hardware" in the Quote.

"Supported Software"

those software programmes listed as "supported software" in the Quote, together with all subsequent amendments and updates to and New Releases of such programmes where made available to the Customer.

"Term"

the period described as such in clause 16.1.

"Term Extension"

the period of time described as such in the Quote for the applicable Hardware, Madic Dynamics Software, Third-Party Software, Madic Dynamics Services, and/or Third-Party Services.

"Third-Party"

a person other than Madic Dynamics Personnel or the Customer.

"Third-Party Manufactured Hardware"

Hardware (or constituent parts thereof) not manufactured by Madic Dynamics.

"Third-Party Software"

the software to be provided by the applicable Provider pursuant to the applicable Third-Party Terms, as set out in the Quote.

"Third-Party Services"**"Third-Party Terms"****"Training Services"****"Transfer Regulations"****"UK GDPR"****"Usage Data"**

any services to be provided by the applicable Provider pursuant to the applicable Third-Party Terms, as set out in the Quote.

in respect of: (i) any Third-Party Service, the end user agreement under which the Provider agrees to supply the Third-Party Service to the Customer, located at <https://madic-dynamics.com/partner-terms-licensing/>; (ii) Third-Party Software, the end user agreement under which the Provider agrees to licence the Third-Party Software to the Customer, located at <https://madic-dynamics.com/partner-terms-licensing/> as varied from time to time in accordance with the terms of such Third-Party Terms. those training services detailed in the Quote, if any.

the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) and all other Applicable Law in any applicable jurisdiction regulating the automatic transfer of employment on a service provision change.

has the meaning given in section 3(10) (as supplemented by section 205(4)) of the DPA 2018.

any information, data or materials generated by or derived from Customer and its Authorised User's receipt, operation or use of the applicable Hardware, Madic Dynamics Software, Third-Party Software, Madic Dynamics Services, Third-Party Services, Deliverables, and/or Output which may benefit the provision, performance, operation, security, support or improvement of the Hardware, Software, Services, Deliverables, including:

- profiles, feature usage, patterns, learnings, predictions, configuration settings, user flows, performance and capacity metrics, response times, errors (and related support and analysis);
- logs, event data, network data, infrastructure metrics, technical configurations;
- data arising from support requests, incident reports, service tickets, feedback, bug reports, service communications, and related technical analysis;
- Customer Data which has been aggregated, anonymised or de-identified such that it does not identify, and cannot reasonably be used to identify, the Customer and/or any Authorised User.

"Virus"

any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

"VPS Hosting Services"

The provision to the Customer of a Virtual Private Server as detailed in the Quote.

SCHEDULE 2 – DATA PROCESSING SCHEDULE**GENERAL DATA PROTECTION OBLIGATIONS****1. SECURITY**

- 1.1. Each party shall at all times implement and maintain appropriate technical and organisational measures against accidental, unauthorised or unlawful processing, access, copying, modification, reproduction, display or distribution of personal data processed in connection with the Contract, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of such personal data.
- 1.2. Each party shall document the security measures referred to in clause 1.1 in writing and periodically review them to ensure they remain current, complete and appropriate to the risk.

2. PERSONAL DATA BREACHES

- 2.1. Each party shall notify the other in writing without undue delay and in any event within 48 hours of becoming aware of:
 - 2.1.1. any personal data breach affecting personal data processed in connection with the Contract; or
 - 2.1.2. any accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access to such personal data.
- 2.2. Where any of the circumstances in clause 2.1 arise, the notifying party shall, to the extent reasonably practicable, also provide the other party with such of the following written information as may reasonably be required including the following written information: (a) a description of the nature of the incident, including (where possible) the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned; (b) the likely consequences of the incident; and (c) a description of the measures taken or proposed to be taken to address the incident, including, where appropriate, measures to mitigate its possible adverse effects.
- 2.3. Each party shall provide the other with reasonable co-operation and assistance in investigating and remediating any incident falling within clause 2.1, including providing reasonable access to relevant records and making relevant personnel available to answer reasonable questions. Neither party shall be required to provide access to systems, premises, information or personnel where to do so would be disproportionate, would prejudice that party's own legal proceedings or regulatory investigations, or would require disclosure of confidential third-party information.
- 2.4. Neither party shall proactively publicise or issue any press release relating to any such incident without the other's prior written consent, save that nothing in this clause shall prevent either party from:
 - 2.4.1. complying with its own notification obligations under Data Protection Legislation or any other Applicable Laws; or
 - 2.4.2. notifying its insurers or professional advisers on a confidential basis.
- 2.5. Each party shall bear its own costs in connection with a personal data breach investigation and remediation, save that where a personal data breach is caused or contributed to by a party's breach of this Schedule or its negligence, that party shall bear the other party's reasonable additional costs directly attributable to that breach.

3. INTERNATIONAL TRANSFERS

- 3.1. Neither party (nor any sub-processor engaged by Madic Dynamics) shall transfer or otherwise process personal data processed in connection with the Contract outside the United Kingdom or the European Economic Area (EEA) without the prior written consent of the other party.
- 3.2. For the avoidance of doubt, transfers of personal data from the United Kingdom to EEA countries are made in reliance on the adequacy regulations made under section 17A of the Data Protection Act 2018 and no further transfer mechanism is required for such transfers.

4. DATA RETURN AND DESTRUCTION

- 4.1. On termination of the Contract for any reason or expiry of its term, each party shall, within 30 days, securely delete or destroy all personal data of the other party in its possession or active control, or if directed in writing by the other party prior to such deletion, return the same. For the avoidance of doubt:
 - 4.1.1. a party shall not be required to purge personal data from backup, archival or disaster recovery systems immediately, provided that such data is not actively accessed or used and is deleted in the ordinary course of that party's backup retention and deletion cycles; and
 - 4.1.2. a party may retain personal data to the extent and for the period required by Applicable Laws, regulatory requirements or that party's internal retention policies, provided it notifies the other party accordingly and continues to treat such retained data as confidential and subject to the obligations of this Schedule.
- 4.2. Each party shall notify the other in writing once deletion or destruction of personal data held in its active systems has been completed, which notification shall be provided within 30 days of completing such deletion or destruction.
- 4.3. Where the Customer makes any request for deletion or return of Customer personal data under this clause 4 prior to the termination of the Contract and such request serves to hinder or prevent Madic Dynamics' performance of its obligations under the Contract, the Contract shall continue despite such reduced performance and the Charges which have been paid or which will become payable shall not be affected thereby.

5. TERM AND SURVIVAL

- 5.1. The obligations in this Schedule shall remain in full force and effect for so long as:
 - 5.1.1. the Contract remains in effect; or
 - 5.1.2. either party retains any personal data of the other party in its possession or control.
- 5.2. If a change in any Data Protection Legislation prevents either party from fulfilling all or part of its Contract obligations, the parties may agree to suspend the relevant processing until that processing complies with the new requirements. If the parties are unable to bring the processing into compliance within a reasonable period, either party may terminate the Contract on reasonable written notice to the other party.

6. SCOPE AND APPLICATION – CONTROLLER TO PROCESSOR

- 6.1. To the extent that Madic Dynamics processes Customer personal data on behalf of the Customer, for the purposes of Data Protection Legislation, the Customer is the controller and Madic Dynamics is the processor in respect of such processing.
- 6.2. The Customer retains control of the Customer personal data and remains responsible for its compliance obligations under Data Protection Legislation, including but not limited to providing any required notices and obtaining any required consents, and for the written processing instructions it gives to Madic Dynamics.
- 6.3. The subject matter, duration, nature and purpose of the processing, and the categories of personal data and data subject types in respect of which Madic Dynamics may process the Customer personal data, are set out in Annex 1 to this Schedule.
- 6.4. The Customer warrants and represents that Madic Dynamics' use of the Customer personal data in the performance of its obligations under the Contract and in accordance with the Customer's written instructions will comply with Data Protection Legislation. The Customer shall ensure that it has all necessary appropriate consents and notices in place to enable the lawful transfer of Customer personal data to Madic Dynamics for the duration and purposes of the Contract.

7. CORE PROCESSING OBLIGATIONS

- 7.1. Madic Dynamics shall only process the Customer personal data to the extent, and in such a manner, as is necessary for the performance of the Contract and in accordance with the Customer's written instructions from time to time. Madic Dynamics shall not process the Customer personal data for any other purpose or in a way that does not comply with Data Protection Legislation. Madic Dynamics shall promptly notify the Customer if, in its reasonable opinion, any instruction from the Customer infringes Data Protection Legislation.
- 7.2. Madic Dynamics shall comply promptly with any reasonable Customer written instructions requiring Madic Dynamics to amend, transfer, delete or otherwise process the Customer personal data, or to stop, mitigate or remedy any unauthorised processing, provided that such instructions do not require Madic Dynamics to act in breach of Applicable Laws.
- 7.3. Madic Dynamics shall maintain the confidentiality of the Customer personal data and shall not disclose the Customer personal data to third parties unless the Customer or this Schedule specifically authorises the disclosure, or as required by Applicable Laws, a court or regulator (including the Information Commissioner). Where Applicable Laws permit, Madic Dynamics shall use reasonable endeavours to inform the Customer of such legal or regulatory requirement prior to compliance, but shall not be required to delay compliance with its legal obligations in order to do so.
- 7.4. Madic Dynamics shall, at the Customer's reasonable cost and expense, assist the Customer with meeting the Customer's compliance obligations under Data Protection Legislation, taking into account the nature of Madic Dynamics' processing and the information available to Madic Dynamics, including in relation to data subject rights, data protection impact assessments and reporting to and consulting with the Information Commissioner. Madic Dynamics shall have no obligation to provide such assistance until the parties have agreed the scope and applicable charges in advance in writing.

8. STAFF AND CONFIDENTIALITY

- 8.1. Madic Dynamics shall ensure that all its employees and any other persons with access to Customer personal data are informed of the confidential nature of the Customer personal data, are subject to binding written obligations of confidentiality and use restrictions, have undertaken appropriate training on Data Protection Legislation relating to their handling of Customer personal data, and are aware of Madic Dynamics duties and their own personal duties and obligations under Data Protection Legislation.

9. SUB-PROCESSORS

- 9.1. The Customer hereby grants Madic Dynamics a general written authorisation to engage sub-processors in connection with the processing of Customer personal data. Madic Dynamics shall notify the Customer in advance of any intended changes concerning the addition or replacement of any sub-processor, and the Customer may object to any such change within 10 Business Days of receiving such notice on reasonable, documented grounds relating to Data Protection Legislation. If the Customer does not object within that period, it shall be deemed to have consented to the change. If the Customer reasonably objects on demonstrable grounds within that period, the parties shall use reasonable endeavours to resolve the objection; if it cannot be resolved within a further 20 Business Days, either party may terminate the affected part of the Contract on 30 days' written notice, without liability for termination fees in respect of that affected part only.
- 9.2. Those sub-processors approved as at the commencement of the Contract are as listed in Annex 1. Madic Dynamics shall maintain an up-to-date list of active sub-processors and make it available to the Customer on request [or via Madic Dynamics' website].
- 9.3. Madic Dynamics may only authorise a sub-processor to process Customer Personal Data if:
 - 9.3.1. Madic Dynamics enters into a written contract with the sub-processor that imposes on the sub-processor data protection obligations substantially equivalent to those imposed on Madic Dynamics under this schedule, and upon the Customer's written request provides the Customer with copies of the relevant excerpts from such contracts;
 - 9.3.2. Madic Dynamics maintains control over all Customer personal data it entrusts to the sub-processor; and
 - 9.3.3. the sub-processor's contract terminates automatically on termination of the Contract for any reason.
- 9.4. Where a sub-processor fails to fulfil its data protection obligations, Madic Dynamics shall remain fully liable to the Customer for the sub-processor's performance of (or failure to perform) those obligations.

10. DATA SUBJECT RIGHTS

- 10.1. Where Madic Dynamics receives any complaint, notice or communication relating directly or indirectly to the processing of Customer personal data or to either party's compliance with Data Protection Legislation, Madic Dynamics shall notify the Customer in writing within 5 Business Days and, at the Customer's reasonable cost, provide the Customer with such information, co-operation and assistance as the Customer reasonably requires in order to respond to the same. Madic Dynamics shall not disclose Customer personal data to any data subject or to a third party other than in accordance with the Customer's written instructions, or as required by Applicable Laws.

11. DATA PROTECTION IMPACT ASSESSMENTS AND COMPLIANCE

- 11.1. Taking into account the nature of the processing and the information available to Madic Dynamics, and at the Customer's reasonable cost, Madic Dynamics shall provide the Customer with such information and assistance as the Customer reasonably requires in order to: (a) carry out any data protection impact assessments; (b) consult with the Information Commissioner or other supervisory authority prior to processing; (c) meet any other obligations under Data Protection Legislation which derive from such activities; and (d) subject to the Customer providing

appropriate confidentiality undertakings, demonstrate compliance with Article 28 of the UK GDPR, save that this shall not require Madic Dynamics to disclose or permit access to any of its (or any third party's) confidential or commercially sensitive information.

12. RECORDS AND AUDIT

- 12.1. Madic Dynamics shall keep detailed, accurate and up-to-date written records regarding its processing of the Customer personal data, including records of processing activities to the extent required under Data Protection Legislation ("Records"), and shall provide the Customer with copies of relevant extracts from the Records upon reasonable written request.
- 12.2. No more than once in any rolling 12-month period (unless the Customer can demonstrate on reasonable grounds that a specific material breach of this Schedule has occurred or is actively occurring), the Customer may, on at least 30 Business Days' prior written notice, audit Madic Dynamics' compliance with this schedule. Any such audit shall be conducted during Normal Business Hours, at the Customer's sole cost and expense, and shall not require Madic Dynamics to provide access to systems, data, records, premises or personnel unrelated to the processing of Customer personal data, or to disclose confidential third-party information, legally privileged information or commercially sensitive information of Madic Dynamics. In lieu of permitting a direct audit, Madic Dynamics may in its sole discretion elect to satisfy the Customer's audit request by providing copies of relevant third-party audit reports, certifications or attestations (including ISO/IEC 27001 certification or SOC 2 reports) that are reasonably sufficient to verify Madic Dynamics' compliance with Data Protection Legislation.
- 12.3. Where special categories of personal data are to be shared, these are identified in Annex 2. Each party shall ensure it has an appropriate condition under Article 9 of the UK GDPR (and, where applicable, Schedule 1 to the Data Protection Act 2018) for processing such data, in addition to a valid lawful basis under Article 6 of the UK GDPR.

ANNEX 1 – DATA PROCESSING PARTICULARS – CONTROLLER TO PROCESSOR

Subject matter, nature and purpose:	The subject matter, nature and purpose of the processing is: The provision of implementation, configuration, support, training, consultancy, maintenance and managed services relating to Microsoft Dynamics 365, Microsoft Business Central, associated Microsoft technologies and related business applications and Third party technologies. Processing is limited to that which is necessary for the delivery, support and operation of the services, including storage, access, organisation, retrieval, transmission, hosting, backup and deletion of personal data in accordance with the Customer's instructions.
Data Subjects:	The personal data to be processed concerns the following categories of data subjects: • Customer employees • Customer contractors and agency workers • Customer system users • Customer suppliers and supplier contacts • Customer customers and customer contacts • Prospective customers held within Customer systems • Other individuals whose personal data is input into Customer systems by the Customer
Categories of Personal Data:	The personal data to be processed falls within the following categories of data: • Name • Business contact details (email address, telephone number, job title) • User account information • Customer and supplier contact records • Transactional and business records associated with Customer systems • Correspondence and support communications • Any other personal data submitted by the Customer through the services
	Special Category Data: None anticipated