

Trading Terms and Conditions

All products and services are supplied under these Trading Terms and Conditions

1. Definitions and Interpretation

1.1 The following terms have the following meanings:

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| Business Day | means any day other than a Saturday, Sunday or a public or bank holiday in England, Wales, Scotland or Northern Ireland; |
| Confidential Information | all information of whatsoever nature (whether oral, written or in any other form) containing or consisting of material of a technical, operational, administrative, economic, marketing, planning, business or financial nature or in the nature of intellectual property of any kind or in the nature of Specifications and relating either to the Products, the Seller or the Buyer (as the case may be); |
| Contract | means a contract for the purchase by the Customer of Products or Services from Quadris incorporating these terms and conditions, any terms and conditions in respect of the supply of Third-Party Products or Services and licensing of Software which are incorporated herein or referenced herein and arising from the acceptance by Quadris of an Order or Quotation or SOW; |
| Customer | means the firm or company ordering Products or Services; |
| Default | shall mean any breach by either party of its obligations under a Contract, any default, act, omission, negligence or statement by either party, its employees, agents or sub-contractors arising out of or in connection with a Contract and in respect of which either party may be legally liable; |
| Delivery Address | the address for delivery of the Products as stated on the Order or SOW; in respect of delivery of Services, Services will be delivered either remotely or at a nominated Delivery Address for the performance of such Services; |
| End User | refers to the individuals within the Customer who may be the subject of the support Services. Any limitations on the number of End Users supported by the Service will be specified in a SOW or Quotation; |
| Exclusion(s) | one or more items that are specifically excluded from being performed or provided by Quadris, as defined in a |

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| | SOW. By default anything that is not specifically defined in a SOW is excluded; |
| Fee Basis | means the basis by which the Fees apply and where exceeded additional fees may apply as defined in the SOW; |
| Group | means in relation to any party that company and every other company which is for the time being a subsidiary or holding company (as defined in the Companies Act 1985) of that company or a subsidiary of such holding company; |
| Intellectual Property Rights | means copyright, patent, trademark, service marks, registered designs, know-how, confidential information, trade or business names or other similar rights together with applications for any of the foregoing; |
| Licence Agreement | means any licence agreement relating to use of the Software; |
| Order or Purchase Order | means any written acknowledgement to purchase Products or Services, received by Quadris from the Customer. This may include any email confirmation. Where the Customer does not issue an Order, reference to an Order shall be deemed to be reference to the written instruction to supply the Products and/or Services; |
| Price or Fees | is the price payable for the Products or Services as specified in the Quotation or SOW and payable in accordance with these terms or the payment terms defined in a SOW; |
| Products | any products to be sold by Quadris to the Customer including where applicable Third-Party Products; |
| Professional Services | are consultancy services provided by Quadris that may be defined in an Order, a SOW or Quotation; |
| Quadris | means Quadris Limited or any such other company as Quadris may appoint as sub-contractor to provide the Services to the Customer; |
| Quadris Software | any software which is proprietary to Quadris defined in an Order, SOW or Quotation; |
| Quotation | a description of the Products and/or Services and their associated Price. Each quotation shall have its own reference number; |

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| Service(s) | means any service(s) delivered by Quadris including Professional Services, and any other service that may be specified in the Contract, including Third Party Services; |
| Service Level Agreement or SLA | means any service level that has been committed to by Quadris in respect of any of the Services; details of any SLAs that may be applicable to any of the Services will be specified in the SOW or Order, failing which no SLA shall be applicable; |
| Service Site | a location defined in a SOW where a Service is performed; |
| Site Service Type | defines Services may vary in terms of how they are delivered based on the Service Site, as defined in a SOW; |
| Software | refers to both “Quadris Software” and “Third Party Software”; |
| Specifications | any plans, drawings, data or other information relating to the Products; |
| Statement of Work or SOW | refers to a document detailing the Products and Services to be supplied by Quadris; SOW shall also include documents referred to as call off agreements; |
| Supported Assets | the assets that may form part of the scope of Services defined in a SOW; |
| Third Party Products | means any products supplied by a third party or Vendor for supply by Quadris to the Customer; |
| Third Party Services | means any services provided by a third party or Vendor which Quadris may resell to the Customer; |
| Third Party Software | means any software included in any SOW that is proprietary to any third party or Vendor which Quadris may be licensed to the Customer as part of the Services; |
| UK GDPR | means the law relating to data protection as implemented in the United Kingdom, including under the Data Protection Act 2018, the EU General Data Protection Regulations (as enacted in the United Kingdom under the Data Protection Act 2018 and as enacted as part of the legislation on the United Kingdom leaving the EU), as the same may be updated from time to time. |
| Vendor | a third party that manufactures and / or supplies a Product and / or Service to the Customer via Quadris or via another Party or directly from the Vendor; |

Vendor Support a Third Party Service that a Vendor may supply that provides some type of support service to the Customer or to a Product or Service that the Vendor has manufactured or supplied.

- 1.2 All other words and expressions are to be given their normal English meaning taken in the context of the Contract.
- 1.3 Any reference to a clause shall mean a clause of these terms and conditions unless otherwise stated.
- 1.4 The use of headings in these terms and conditions shall be for convenience only and shall not affect the interpretation of these terms and conditions.
- 1.5 Reference to any statute or statutory provision or any other regulation includes any provision which subsequently supersedes it or re-enacts it (whether with or without modification).

2. **Contract Formation**

- 2.1 All Orders or Quotations submitted by the Customer to Quadris and accepted by Quadris or any SOW agreed for the provision of Products or Services shall be subject to these following terms and conditions of which shall form part of and govern the supply of Products and Services.
- 2.2 Acceptance by the Customer of any Order, Quotation or SOW for Products and/or Services issued by Quadris shall be deemed to be acceptance of these terms and conditions.
- 2.3 Any terms and conditions appearing in any Order or other document whatsoever issued by the Customer shall be void and of no effect and these terms and conditions shall override any previous agreements relating to the provision of Products or Services and shall be the only terms and conditions applicable to the supply of Products or the provision of the Services.
- 2.4 No waiver of or amendment to these terms and conditions shall be effective unless made in writing and signed by a director of Quadris. Purported amendments by e-mail or telephone will not be effective. Where an updated or amended SOW or Order is agreed in writing, such updated document shall apply to the exclusion of any previous SOW or Order.
- 2.5 The Contract (including any terms and conditions referenced or incorporated herein by reference) contains the entire agreement of the parties in relation to the supply of Products or Services by Quadris to the Customer and the Customer irrevocably waives any right it might have to claim for damages and/or to rescind a Contract because of any misrepresentation by Quadris (unless such misrepresentation was made negligently or fraudulently) or any warranty not contained in the Contract.

2.6 No Contract shall exist between the Customer and Quadris until Quadris confirms its acceptance in writing to the Customer. Quadris reserves the right not to accept any Order or SOW (or call off agreement) for any reason.

3. **Price**

3.1 All prices for Products or Services stated in any Quotation, Order or SOW (or call off agreement) are valid on the day of the Quotation or estimate and shall remain valid for the period specified in such document by Quadris.

3.2 Save as provided in 3.1 above, Quadris reserves the right to modify the prices for Products and Services from time to time.

3.3 The price payable by the Customer for Products or Services will be the price as quoted in the Order, Quotation or SOW and unless otherwise notified in writing will be:

(a) Exclusive of Value Added Tax or other applicable sales tax whether in substitution or in addition that shall be paid by the Customer at the rate from time to time in force.

(b) Exclusive of Quadris' charges for delivery, handling or Services which will be added to Quadris' invoice for the Products.

3.4 Whilst every effort is made to ensure prices quoted and descriptions of Products and/or Services indicated are fully verified at the time the Customer places an Order or SOW, if an error is found Quadris will inform the Customer as soon as possible and provide them the option to continue with the Order or SOW at the revised price or cancel the Order or SOW.

3.5 Quadris reserves the right to increase the pricing from time to time. These increases may include increases in material or labour costs, increases in energy costs or increases in third party Product and Services. Where Quadris proposes any increases it will give the Customer not less than 90 days' notice of such proposed increases. If the Customer does not agree to such increases either party shall have the right to terminate the Contract with effect from the date of the proposed increase. Any supply by Quadris of Products or Services after such date shall be deemed to be acceptance by the Customer of the increased prices.

4. **Payment**

4.1 Quadris may at its discretion offer credit terms to the Customer subject to the status of the Customer and completion by the Customer of a credit application form supplied by Quadris. Such credit terms shall be determined by Quadris and confirmed in writing with the Customer. However, all Products and Services that are billed on a recurring monthly basis shall be collected by Direct Debit on or around the 5th of each month.

- 4.2 Unless and until credit terms are granted, the Customer will pay for any Products or Services on a “cash with order” basis. Upon receiving an Order or SOW and request for Pro Forma invoice from the Customer it is the Customers responsibility to ensure payment is made in full and as one transaction within 5 working days of date of invoice. If the Customer does not supply cleared funds into Quadris’ nominated bank account within this timeframe, Quadris have the right to cancel the Order.
- 4.3 Where credit terms are granted, and unless other terms are granted in writing, the Customer will pay no later than 28 days following the date of Quadris’ invoice and Quadris reserves the right to suspend deliveries where payment is delayed.
- 4.4 Where Credit terms are granted, no amendments will be effective unless made in writing. Purported Amendments by e-mail or telephone will not be effective.
- 4.5 If Products or Services are delivered or performed in instalments Quadris reserves the right to invoice each instalment in accordance with the terms of the Order or SOW or as and when delivery is made or performance carried out to the Customer in which case payment shall be due in accordance with the above notwithstanding non-delivery of other instalments or fulfilment of the entire Order.
- 4.6 If any payments are overdue the Customer may be placed on credit hold and no further Products or Services will be delivered or made available to the Customer until all payments due to Quadris under the Contract have been paid. Quadris may at its discretion, withdraw credit facilities in the event of any breach of this contract by the Customer.
- 4.7 If payment is not received by the relevant due date Quadris may:
- (a) Charge the Customer interest on any overdue amount (on a daily basis) from the due date of payment to the date of actual payment (both dates inclusive) at the rate of four (4) per cent per annum above the Bank of England Base Rate for the time being in force.
 - (b) Take legal action for the recovery of any amount due and interest thereon at the rate specified in clause 4.7(a) above together with all collection and legal costs incurred.
- 4.8 All payments made by the Customer to Quadris shall be in sterling in immediately available funds free and clear of any right of set off or counter claim or any withholding or deduction whatsoever.
- 4.9 Only a director of Quadris may agree any different terms of payment.
- 4.10 Any agreement in 4.9 must be in writing, prepared before and referred to in the Customer’s Order.
- 4.11 The Customer agrees to make all payments due under this contract irrespective of any dispute or claim the Customer may have with or against any third party.

5. **Title**

- 5.1 Risk of damage to or loss of any physical Products supplied shall pass to the Customer upon delivery to the address specified in the Order or SOW in accordance with Clause 6.
- 5.2 Full legal, beneficial and equitable title to and property in any Products shall remain vested in Quadris (even though they have been delivered and risk has passed to the Customer) until:
- (a) Payment in full of all amounts due to Quadris (together with any interest and VAT thereon) has been received by Quadris in respect of those Products; and
 - (b) All other amounts payable by the Customer to Quadris have been received by Quadris.
- 5.3 Title to and property in Products will remain with Quadris notwithstanding that the relevant Products have been incorporated in or affixed to other products including, for the avoidance of doubt, the storage of or incorporation of any Software in ROM, RAM or any other hardware, software or firmware or other media whatsoever.
- 5.4 Title in any Software, including any Quadris Software or any Third Party Software shall remain with Quadris or the third party licensor and shall not transfer to the Customer. The Customer shall be granted a non-exclusive, personal licence to use the Software for its own business purposes only and shall not, unless agreed to in writing by Quadris have the right to further licence Software.
- 5.5 Until full legal, beneficial and equitable title to and property in any Products passes to the Customer,
- 5.6 The Customer shall hold the Products on a fiduciary basis as Quadris' bailee.
- 5.7 The Customer will store those Products delivered to its premises in a proper manner and condition which adequately protects and preserves the products and shall insure them, without any charge to Quadris and not tamper with any identification upon the products or their packaging and shall ensure that they are stored separately from any other goods (whether or not supplied by Quadris) and are clearly identifiable as belonging to Quadris and Quadris shall be entitled to examine any such Products in storage at any time during normal business hours upon giving the Customer reasonable notice to do so.
- 5.8 Quadris may at any time, on demand and with prior notice, require the Customer to deliver the Products up to Quadris and may repossess and resell the Products if any of the events specified in Clause 13 occurs or if any sum due to Quadris from the Customer under this contract is not paid when due.
- 5.9 If the Customer fails to redeliver any Product on demand in accordance with Clause 5.8, Quadris shall be entitled with notice, without incurring any liability to the Customer, to enter the Customer's premises for the purpose of taking possession of the Product, and to take such steps as are necessary to remove the Product including the right to

dismantle any product into which the Product has been incorporated and the right to detach the Product from any other goods to which the Product has been attached, provided that this can be done without damaging any product into which it has been incorporated.

- 5.10 The Customer shall fully indemnify Quadris in respect of all Quadris' costs (including legal costs) in connection with enforcing the provisions of Clause 5.9.
- 5.11 Quadris hereby authorises the Customer to use and/or sell the Products in the normal course of the Customer's business and to pass good title in the Products to its customers, if they are purchasers in good faith without notice of Quadris' rights. This right shall automatically cease on the occurrence of any event set out in Clause 13 and/or if any sum owed to Quadris by the Customer is not paid when due. If the Customer sells the Product prior to paying the full price thereof the Customer shall hold the proceeds of sale on trust for Quadris.
- 5.12 Where a Product is sold or otherwise disposed of to a third party before title to and property in it has passed to the Customer, the sale will constitute a sale by the Customer of Quadris' property, and the Customer shall hold on trust for Quadris such sum as represents, or is equivalent to, the price at which the Product concerned was invoiced by Quadris to the Customer.

6. **Delivery**

- 6.1 Quadris shall use its best endeavours to deliver Products by the date stated upon the relevant acceptance of any Order.
- 6.2 Any dates quoted or mentioned by Quadris for delivery of the Products or the provision of the Services whether verbally or otherwise are estimates only and whilst Quadris will use all reasonable endeavours to meet such dates it cannot guarantee to do so.
- 6.3 Time will not be of the essence in the delivery of the Products or the performance of the Services.
- 6.4 Quadris shall deliver the Products to such address or addresses as notified by the Customer to Quadris for each order, subject to prior agreement with the Customer. Quadris shall be entitled to make partial deliveries of the Products or deliveries of the same by instalments. A signed delivery note shall be satisfactory proof that delivery has taken place.
- 6.5 All illustrations or specifications contained in any catalogues or publicity material produced by Quadris are approximate only and are only intended to convey a general idea of the Products or Services.
- 6.6 Quadris will accept no liability for non-delivery of, loss of or damage to any Products or non-provision of Services occurring prior to the delivery of the same to the Customer and no claim that the Products are not in accordance with the Contract will be accepted

by Quadris unless claims to that effect are notified in writing to Quadris (with a copy to Quadris' carrier in the case of non-delivery, loss or damage):

- (a) Within five days of delivery in the case of loss, damage, or non-compliance with the Contract; or
- (b) Within five days of receipt of Quadris' invoice in the case of non-delivery.

6.7 In the event of a valid claim by the Customer under clause 6.6, Quadris will at its option replace or repair the Product or reperform the Services at its own expense but will be under no other liability to the Customer with respect to such claim whether in contract or in tort. All Products (or any part) replaced by Quadris will become Quadris' property upon replacement.

6.8 If the Customer fails to give notice in accordance with clause 6.6, it will be deemed to have accepted the Products, the Products will be deemed to be in accordance with the Contract and the Customer will be bound to pay for the same.

7. **Services**

7.1 Quadris will use all reasonable endeavours to provide the Services in accordance with the terms of the Contract and will ensure that the Services will be provided with all reasonable care and skill and by suitably trained and qualified persons.

7.2 If the Services are to be provided according to a timetable ("the Timetable") Quadris shall use all reasonable endeavours to adhere to the timetable in providing the Services but, save as stated herein, time shall not be of the essence in the provision of the Services.

7.3 Certain Services may be subject to SLAs. Where a SLA is applicable to any of the Services, details of the Service and the applicable SLA shall be set out in the SOW or the Order. SOWs or Orders may refer to standard SLAs set out on Quadris' website which shall be deemed to be incorporated into the SOW or Order by reference. The SOW or Order will also make specific reference to any SLA in respect to any Third-Party Service.

7.4 Where Services are to be performed at the Customer's premises or require access to the Customer's premises the Customer shall provide Quadris with such office accommodation, facilities and access to the Customer's premises which is necessary to allow Quadris to perform the Services under this SOW, including access outside of the normal working hours of the Customer.

7.5 To allow Quadris to perform the Services the Customer acknowledges it is obliged to:

- (a) allow Quadris to connect remotely and while working on-site to the Customer's network(s) and computer equipment;

- (b) follow the reasonable recommendations of Quadris as agreed between Quadris and the Customer; and
- (c) provide Quadris with all relevant information and changes that may impact the performance of the Services by Quadris.

7.6 The following are expressly excluded from any Service:

- (a) any work or services not specified in the relevant Statement of Work or relating to items of equipment other than the Supported Assets. This includes time and expenses required to remediate any Incident that requires a visit to the End Customer Site;
- (b) faults due to the Customer's neglect, alteration, modification, misuse of or failure to operate and maintain the Supported Assets in accordance with the manufacturer's instructions or those issued by Quadris;
- (c) faults or Incidents due to (i) Force Majeure events, or (ii) the wilful acts or defaults of the Customer or of anyone on its behalf;
- (d) recovery from cyber-security incidents including phishing, malware and ransomware based attacks unless otherwise stated in a SOW;
- (e) support, maintenance or working with software and hardware that is not correctly licensed by the Customer;
- (f) repair of hardware assets no longer supported by the manufacturer and / or where no manufacturer parts replacement warranty exists, or which are deemed to have expired at the sole discretion of Quadris;
- (g) supply of spare parts;
- (h) the re-installation, movement, removal or disposal of the Supported Assets or any other IT equipment unless otherwise defined in a SOW;
- (i) any items of work or other activities and responsibilities listed under the Service Exclusions for each Service defined in a SOW; or
- (j) any request for changes to or improvements to the Supported Assets by the Customer where the work takes more than 2 hours in any one working week. Where this level of work is required, Quadris shall treat this as a project and provide a quotation for the work for the Customer to review.

8. Cancellation and Returns

8.1 All Orders are non-cancellable other than at the sole discretion of Quadris. The Customer is entitled to request a return of any Products if they are faulty or damaged (other than due to the acts or omissions of the Customer) and the Customer notifies Quadris in accordance with clause 6. Any items found damaged after this time will not

be accepted back for a return. As well as a full refund, Quadris will also refund any relevant costs involved such as posting or delivery charges if the Products are found to be faulty. If the Customer is returning a faulty item, the Customer shall first establish whether or not the Products are in fact faulty.

- 8.2 If the Products are faulty or if they have been shipped in error, the Customer shall advise Quadris by completing the returns form provided by Quadris.
- 8.3 Once the form is received, the Customer will be contacted and issued with a returns number (RMA number). This normally takes 1-2 business days but can take longer. RMA numbers cannot be issued without Quadris' knowledge of the relevant serial numbers, invoice numbers and dates involved. Note that once issued, RMA numbers will only remain valid for a period of 10 working days. If Products are not returned within this period, the return will be closed. Quadris must receive the completed RMA form back within 48 working hours from time of send. As soon as the Customer has been issued with an RMA number, the Products can be returned. Quadris cannot accept responsibility for damages caused in transit so please ensure that:
- (a) The item(s) are properly packaged. Ensure that you use the original packaging and ensure that the products are wrapped securely to avoid movement/damage in transit. Items not packaged with a reasonable amount of care will be rejected;
 - (b) No labels, stickers or any parts have been removed; and
 - (c) The Products have not been defaced, altered, manhandled or subjected to any other form of intentional or careless damage.
- 8.4 All supplied contents; inner and outer packaging, manuals, documentation and accessories must be included with the Products when returned.
- 8.5 No writing or markings should be made on any of the packaging as this may affect the ability to accept the Products back. Products are inspected by us on arrival and, if appropriate, tested. Where appropriate, replacement item(s) will be shipped. Quadris systems reserve the right to decide whether to issue replacement Products or a credit. Items returned where Quadris have arranged collection, and do not conform to these requirements, will be charged according to any damage incurred. Quadris will only meet shipping costs for returns in the case of an error on our part or in cases where the goods are faulty, sold incorrectly or are not suitable for the purpose for which they are intended.
- 8.6 The return of any Products, whether correctly or incorrectly supplied, or whether faulty or damaged, may only be made with prior authorisation. Any attempts to return Products without following the procedures described above will be rejected.

9. **Warranties**

- 9.1 Quadris does not give any warranties or guarantees in relation to Third Party Products, Software or Services but shall use best endeavours to pass to the Customer the benefit

of any warranty or guarantee provided by the third-party manufacturer or supplier of such Product, Software or Services, to the extent that it is permitted to do so.

- 9.2 The warranty (if any) provided by the manufacturer of the Products shall be as per the manufacturer's stated warranty and any validation procedures relating to that warranty are the responsibility of the Customer.
- 9.3 Quadris may in its discretion offer support or maintenance services with respect to Products, but these shall not afford any additional warranty to the Customer over that provided by the manufacturer or supplier unless otherwise specified in the Contract.
- 9.4 The warranty of the manufacturer or supplier is in lieu of all other terms or conditions whether express or implied concerning the quality or fitness for purpose of Products and all such other terms and conditions are hereby excluded.
- 9.5 If any Services are provided by Quadris, Quadris warrants that the Services will be carried out with reasonable care and skill and by suitably trained and qualified persons.
- 9.6 Any advice or recommendations given to the Customer by Quadris or its employees or agents as to storage, application, use or preference of the goods which is not confirmed in writing by Quadris, is followed or acted upon entirely at the Customer's own risk and accordingly Quadris shall not be liable for any such advice or recommendation which is not so confirmed.
- 9.7 The warranties set out in this Contract are instead of and to the exclusion of all other warranties in respect of the Products or Services which are hereby excluded.

10. **Liability**

- 10.1 Quadris will accept liability without limitation for death or personal injury caused by the negligence of Quadris, for any fraud or fraudulent misrepresentation and for any other liability that cannot be limited by law.
- 10.2 The maximum liability of Quadris whether in contract, tort or otherwise for any direct physical damage to tangible property of the Customer caused by a Default by Quadris shall be limited to £500,000 per event.
- 10.3 10.3 Subject to clause 10.1, the maximum aggregate liability of Quadris to the Customer whether in contract, tort or otherwise for any and all loss or damage (other than to tangible property) suffered by the Customer as a result of any Default of Quadris shall be limited in aggregate to the an amount equal to the sums paid by the Customer under the Contract during the preceding 12 months.
- 10.4 Quadris shall not be liable to the Customer whether in contract, tort or otherwise by or in the contemplation of Quadris for:
 - (a) Any loss of profits, business, revenue, goodwill, data or anticipated savings, whether sustained by the Customer or any other person; or

- (b) Any special, indirect, or consequential loss whether sustained by the Customer or any other person.

11. **Intellectual Property Rights**

- 11.1 All Intellectual Property Rights in or relation to the Products (including any manuals and operating documentation relating thereto) or in any materials (including Software) created by Quadris during the course of providing the Services shall vest in Quadris or its suppliers as the case may be and the Customer shall have no title to or interest in any such Intellectual Property Rights except to the extent specifically agreed by Quadris.
- 11.2 The Customer will notify Quadris immediately if it becomes aware of any illegal or unauthorised use of any of the Products or any of the Intellectual Property Rights in the Products, Software and/or Services and will assist Quadris and/or its suppliers in taking all steps necessary to defend the owners' rights.
- 11.3 The Customer undertakes to ensure that any Software which is licensed to end-users or any other third party will be subject to any end user or other licence requirements of Quadris or the Third Party Software licensor (whether shrink-wrap or otherwise) relating to that Software and any other documentation which Quadris or Quadris' suppliers or licensors may require.
- 11.4 The Customer undertakes that it shall not (and that it shall not employ nor permit any third party) attempt to copy, adapt, amend, disassemble, de-compile or reverse engineer Software or any part thereof except to the extent allowed by English law.

12. **Confidentiality**

- 12.1 Each party shall treat as confidential all information obtained from the other which is specifically designated as confidential or proprietary and shall not divulge such information to any person (except to such party's own employees and then only to those employees who need to know the same) without the other party's prior written consent.
- 12.2 This clause shall not extend to any information which was rightfully in the possession of a party prior to the commencement of the negotiations leading to a Contract, which is already public knowledge or becomes so at a future date (otherwise as a result of a breach of the clause) or which is trivial or obvious.
- 12.3 Each party shall ensure that its employees are aware of and comply with the provisions of this clause.
- 12.4 This clause shall apply for a period of 2 years following any termination of this contract.

13. **Termination**

- 13.1 Without prejudice to any other rights or remedies Quadris might have against the Customer Quadris may terminate a Contract or suspend the performance of its obligations under a Contract forthwith by notice in writing to the Customer if:
- (a) The Customer defaults in making payment for any of the Products or Services supplied by Quadris within seven days of its due date; or
 - (b) The Customer makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction) or a trustee receiver, administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the Defaulting Party; or
 - (c) The Customer is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 be unable to pay his debts or any steps are taken to wind up the Customer, or an administrator, administrative receiver or receiver is appointed over the Customer's business or any part of its assets.
- 13.2 Either party may terminate this Contract in the event that the other party is in material breach of any of its obligations and fails to remedy such breach within 20 business days of being given notice to do so by the other party.
- 13.3 Upon termination of a Contract, Quadris shall have the right, without prejudice to any other right or remedy available, to enter the Customer's premises and repossess any Product in respect of which Quadris has not been paid in full and shall have the right to dismantle any machinery, product, item or equipment into which the Product or any of them have been incorporated in order to recover any amounts owed to Quadris and the Customer shall be responsible for all Quadris's costs and expenses in connection with so doing.
- 13.4 The delivery of Products and/or Services shall continue in effect for the period set out in the SOW or Order and save as provided in this clause (or in clause 3.5 or 15.1) shall not be terminated by either Party during such period. In particular, the delivery of Services may be for a set period or for a minimum term and any termination or purported termination may incur cancellation charges in result of any early termination.
- 13.5 Those clauses capable of surviving termination shall do so.

14. **Variations**

- 14.1 Quadris reserves the right to modify these terms and conditions upon notice in writing to the Customer. Any such modification will apply on the effective date specified in the said notice to all Orders, which are accepted by Quadris on or after the date of notice. Where the proposed modification materially impact the ability of the Customer to

receive the benefit of the Contract, the Customer shall have the right not to accept the modification and terminate the Contract on not less than 90 days' notice.

- 14.2 The Customer or Quadris may amend the SOW from time to time with written agreement by both parties.

15. **Assignment**

- 15.1 The Customer shall not assign or otherwise transfer any of its rights or obligations under a Contract whether in whole or in part without the prior written consent of Quadris, which shall not be unreasonably withheld.
- 15.2 Quadris may assign its rights and obligations under this Contract in whole, or in part, to any corporation or other entity with or into which it may hereafter merge or consolidate or to which it may transfer all or substantially all of its assets, in any such case said corporation or other entity shall by operation of Applicable Law or expressly in writing assume all obligations of Quadris under this Contract as fully as if it had been originally made a party to the Contract.

16. **Invalidity**

- 16.1 If any provisions, or portions thereof, of a Contract are held to be invalid and unenforceable under any applicable statute or rule of law, they are to that extent to be deemed omitted and the validity and/or enforceability of the remaining provisions of the Contract shall not be impaired or affected by that omission.

17. **Force Majeure**

- 17.1 Neither Quadris nor the Customer shall be liable to the other or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Products, if the delay or failure is beyond that party's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond either party's reasonable control:
- (a) Act of God, explosion, flood, tempest, fire or accident
 - (b) war, sabotage, insurrection, civil disturbance or requisition;
 - (c) acts, restrictions, regulations, bye laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
 - (d) import or export regulations or embargoes;
 - (e) strikes, lock-outs or other industrial actions or trade disputes;
 - (f) power failure or breakdown in machinery.

18. **Notices**

18.1 All notices that are required to be given hereunder shall be in writing and shall be sent to the registered address of the party in question.

19. **Export Control**

19.1 The Customer acknowledges that certain Products may be subject to export controls imposed by United Kingdom or other Governments and undertakes to apply for and obtain any necessary licences or other consents that may be necessary to export or take any product (or any part thereof) out of the United Kingdom.

20. **Law**

20.1 All Contracts shall be governed by, and construed in accordance with, English law and the parties submit to the exclusive jurisdiction of the English courts.

21. **Waiver**

21.1 The waiver by either party of a breach or default of any of the provisions on this Agreement by either party shall not be construed as a waiver of any succeeding breach of the same or other provisions, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has, or may have hereunder operates as a waiver of any breach or default by either party.

22. **Rights of Third Parties**

22.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Contract. No person who is not a party to this Contract (including any employee, officer, agent, representative or subcontractor of either party) shall have the right (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any term of this Contract which expressly or by implication confers a benefit on that person without the express prior agreement in writing of the parties which agreement must refer to this clause.

23. **Data Protection**

23.1 Quadris will process data that may contain personally identifiable information on behalf of the Data Controller (customer) only when there is no reasonable alternative method of delivering the services contracted to the Customer.

- 23.2 Both parties will comply with all applicable requirements of UK GDPR. This clause 23 is in addition to, and does not relieve, remove or replace, a party's obligations under UK GDPR.
- 23.3 The parties acknowledge that for the purposes of UK GDPR, the Customer is the data controller and Quadris is the data processor (where Data Controller and Data Processor have the meanings as defined in the UK GDPR).
- 23.4 Quadris' lawful rationale for processing Personal Data is under its obligation to perform contractual obligations in the delivery of services to Customers (or legitimate interest in respect of enquiries into potential delivery of services to potential customers).
- 23.5 Without prejudice to the generality of Clause 23.2 Quadris shall, in relation to any Personal Data processed in connection with the performance by Quadris of its obligations under this Contract:
- (a) Only process personal data when there is no reasonable alternative method of delivering the contracted services to the Customer or Quadris is required by laws of any member of the European Union or the United Kingdom or by the laws of the European Union or the United Kingdom applicable to Quadris to process Personal Data (Applicable Laws). Where Quadris is relying on laws of the United Kingdom or a member of the European Union or European Union laws the basis for processing Personal Data, Quadris shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Quadris from so notifying the Customer;
 - (b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential
 - (d) do not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

- (i) the Customer or Quadris has provided appropriate safeguards in relation to the transfer;
- (ii) the data subject has enforceable rights and effective legal remedies;
- (iii) Quadris complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- (iv) Quadris complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- (v) assist the Data controller (Customer), in responding to any request from a Data Subject and in ensuring compliance with its obligations under the General Data Protection Regulation with respect to security, breach notifications, impact assessments, audits and consultations with supervisory authorities or regulators;
- (vi) notify the Data controller (Customer) without undue delay on becoming aware of a Personal Data breach;
- (vii) at the written direction of the Data controller (Customer), provide comprehensive information of stored Personal Data and provide evidence it has been deleted or modified to become unidentifiable to the Data controller (Customer) on termination of the Contract unless required by Applicable Law to store the Personal Data; and
- (viii) maintain complete and accurate records and information to demonstrate its compliance with this Clause.

23.6 Quadris will not appoint any 3rd party to process personal information of the customer without providing assurances on the security of the 3rd party and without seeking written consent from the Data controller (customer) to do so.

23.7 Quadris may revise this Clause, replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme or approved form of processing arrangement (which shall apply when replaced by attachment to this Contract).