Resman Limited

and

[Party 2]

_____

Managed Services Agreement

_____

22 Rose Lane
Liverpool
L18 5ED
UK

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PARTIES

(1)   **RESMAN LIMITED** incorporated and registered in England and Wales with company number 02463322 whose registered office is at 22 Rose Lane, Liverpool L18 5ED ("**Resman**", "**we**" or "**us**"); and

(2)   The party identified in the applicable Order ("**Customer**", "**you**" or "**your**").

BACKGROUND

A.   The Customer wishes to use Resman's Services in its business operations.

B.   Resman has agreed to provide, and the Customer has agreed to take and pay for, the Hardware, Software and Services set out in the Order Confirmation, subject to the terms and conditions set out in the Contract.

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSE 27 (*LIMITATION OF LIABILITY*).

AGREED TERMS

1.   INTERPRETATION

1.1   The definitions and rules of interpretation in this clause apply to your Contract.

"**Acceptance Date**": has the meaning given in clause 13.6.

"**Assets**": any Customer-site Equipment, Software or Intellectual Property Rights owned by or licensed by the Customer (other than the Resman Software) and used by Resman for the delivery of the Services to the Customer.

"**Assumed Contracts**": contracts that Resman identifies as part of the Set-up Service and that will be subject to the obligations of clause 14.

"**Business Day**": a day other than a Saturday, Sunday or public holiday in England.

"**Business**": the business of the Customer as specified in the Order.

"**Business Purposes**": the services described in the Order or any other purpose specifically identified in the Personal Data Processing Addendum in Schedule 7.

"**Change Control Procedure**": the procedures set out in clause 23.

"**Computer Hardware**": the computer hardware used by the Customer to operate the Licensed Software.

"**Conditions**": these Standard Conditions (and Schedules) and any Special Conditions set out in the Order as amended from time to time in accordance with clause 23.

"**Confidential Information**:" all confidential information (however recorded or preserved) disclosed by a party or its employees, officers, representatives, advisers or subcontractors involved in the provision or receipt of the Services (together, its "**Representatives**") to the other party and that party's Representatives in connection with the Contract which information is either labelled as such or should reasonably be considered as confidential because of its nature and the manner of its disclosure.

"**Contract**": the contract between Resman and the Customer for the ongoing supply of Hardware, Services and Software as set out in each Order Confirmation as governed by the Conditions. For the avoidance of doubt each Order shall from part of the same Contract.

"**Contract Formation Software or CFS**": means the cloud-based contract formation software used by Resman from time to time to create proposals, orders and binding contracts under these Conditions.

"**Controller**, **processor, data subject, personal data, personal data breach, processing and appropriate technical measures**": as defined in the Data Protection Legislation.

"**Customer Account Team**": the individuals appointed by the Customer from time to time who shall serve as Resman's primary contacts for Resman's activities under the Contract. The initial members of the Customer Account Team are listed in the Order or as agreed by the parties in writing from time to time.

"**Customer Data**": any information and Personal Data that is provided by the Customer to Resman as part of the Customer's use and Resman's delivery of the Services.

"**Customer Hardware**": all the computers and other equipment owned by the Customer.

"**Customer Site**": any device or premises listed in the Order as varied from time to time in accordance with these Conditions at which the Customer shall receive the Managed Services.

"**Customer's Operating Environment**": the Customer's computing environment (consisting of hardware (including all devices which may use the Software and telecommunications networks) that is to be used by the Customer in

connection with its use of the Services and which interfaces with the System in order for the Customer to receive the Services.

"**Customer's Project Manager**": the member of the Customer Account Team appointed in accordance with clause 10. The Customer's Project Manager at the Effective Date is named in the Order.

"**Customer-site Equipment**": any equipment (except equipment owned by or licensed to Resman) located or to be located on a Customer Site but controlled or to be controlled by Resman as part of the Managed Services.

"**Data Protection Legislation**": as defined in the Personal Data Processing Addendum.

"**Delivery Date**": the estimated delivery date specified in the Project Plan, on which the applicable Hardware and/or Software shall be delivered by Resman to the Customer Site or made available to the Customer.

"**Disaster Recovery Plan**": the plans created and developed as part of the Services and maintained by Resman containing the actions to be taken, the resources to be used and the procedures to be followed to support recovery in the event of a disaster affecting the Managed Services provided under the Contract.

"**Dispute Resolution Procedure:**" the procedure described in clause 40.

"**Documentation**": the operating manuals, user instruction manuals, technical literature and all other related materials in human-readable and/or machine-readable forms supplied by Resman as specified in Schedule 1.

"**Effective Date**": the date of execution of the Contract by the submission to the Customer of the Order Confirmation by Resman through the CFS for the purpose of executing the Contract as stated in clause 2.2.

"**Exit Plan**": has the meaning given in clause 29, as such exit plan is updated and amended by the parties from time to time in writing.

"**Fees**": the fees, prices and charges payable to Resman, as set out in each Order and calculated subject to the Rate Card in accordance with Schedule 1 and payable under the Contract subject to the Conditions.

"**Good Industry Practice**": the standards that fall within the upper quartile of a skilled and experienced provider of business-critical managed services similar or identical to the Managed Services, having regard to factors such as the nature and size of the parties, the Service Level Arrangements, the term, the pricing structure and any other relevant factors.

"**Hardware**": all Customer Hardware, Third Party Hardware and Resman Hardware (including physical telecommunications, networking and computer equipment (including switches, routers, cables, servers, racks, cabinets and peripheral accessories) used by Resman to deliver the Managed Services to the Customer as set out in Schedule 3.

"**Initial Term**": the period as set out in the Order which shall commence from the Effective Date until expiry of such Initial Term.

"**Installation Date**": the estimated date by which Resman will complete installation or integration of a specified item of Hardware or a Software (or module) as specified in the Project Plan.

"**Intellectual Property Rights**": patents, rights to inventions, copyright and related rights, trademarks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including without limitation know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all existing and future rights capable of present assignment, applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"**Licence**": the licence granted under clause 10.

"**Licensed Software**": the Software and all subsequent amendments and updates to, or new versions of, such Software as may be provided by Resman under the Order.

"**Licensed Users**": the employees and agents of the Customer who use the Licensed Software, up to the maximum number specified in the Order or as varied from time to time in accordance with clause 23.

"**Maintenance**": any error corrections, updates and upgrades that Resman may provide or perform with respect to the Managed Services, as well as any other support or training services provided to the Customer under the Contract, all as described in each Order.

"**Managed Services**": the service described in each Order which shall be as set out in the Managed Service Specification or such services as varied (in accordance with clause 23) as performed by Resman in accordance with the Contract.

"**Managed Service Specification**": the specification for the Managed Services as described in the Order or if the Managed Service Specification cannot be drafted until an initial due diligence exercise has been completed, the specification which is completed at the end of the due diligence period which then determines the extent of the Service Requirements as set in Schedule 3.

"**Manufacturers' Warranties**": the warranties given by any third-party manufacturer in relation to any item of the Resman Hardware.

"**New Version**": a new version of the Licensed Software released or recommended by Resman after the Acceptance Date which provides additional or improved functionality or performance.

"**Normal Business Hours**": 8.00 am to 5.00 pm local UK time on Business Days.

"**Order**": an order submitted by the Customer through the CFS in response to a Proposal.

"**Order Confirmation**": a written confirmation by Resman notified to the Customer through the CFS being the acceptance by Resman of the Order and confirming the Order is accepted and shall be governed by the Contract.

"**Personal Data Processing Addendum**": Resman's data processing policy, protocols, security measures and controls as such policy is described in Schedule 7 and updated from time to time.

"**Project Plan**": the plan to be developed in the planning stage of the Set-up Service.

"**Proposal**": Resman's quote or estimate created the Contract in the CFS which sets out a proposed cost for the delivery of services, hardware and software to be delivered by Resman.

"**Rate Card**": the charge out rates used by Resman for charging for work provided as is available upon request and subject to variation in accordance with clause 21.9.

"**Replacement Supplier**": has the meaning given in clause 29.1.

"**Resman Account Team**": the individuals appointed by Resman from time to time who shall serve as the Customer's primary contacts for the Customer's activities under the Contract.

"**Resman Hardware**": all the computers and other equipment to be supplied or procured by Resman or as set out in the applicable Order.

"**Resman IT Policy**": Resman's IT policy setting out the instructions on how the Customer is advised to operate the System and Services. The Customer is responsible for ensuring the Customer's employees and to advise its employees and subcontractors in the use of the System and Services as set out in Schedule 6.

"**Resman's Project Manager**": the member of Resman's team appointed in accordance with clause 13.2.

"**Resman Standard Software**": the software programs proprietary to Resman, listed in the Order which are to be provided to the Customer without modification.

"**Service Level Arrangements**": the service level arrangements set out in Schedule 5.

"**Service Requirements**": the requirements for the Services either as set out in the Order or as established and agreed in writing between the parties and set out during the development of the Project Plan in Schedule 2.

"**Services**": the Set-up Service, the Managed Services and the Maintenance Service as described in an Order and otherwise all other services as delivered under the Contract.

"**Set-up Service**": if applicable, the due diligence, configuration and related work referred to in clause 13.1 and Schedule 2, to be performed by Resman to set up the Managed Services.

"**Software**": any software used by Resman to provide the Services to the Customer whether owned by a third party ("**Third-Party Software**"), by the Customer ("**Customer Software**") or by Resman ("**Resman Software**").

"**Software Delivery Date**": the estimated delivery date specified in the Project Plan on which Resman will release or deliver a Software Module to the Customer Site(s).

"**Software Module**": any one of the individual software programs in the Resman Standard Software.

"**Special Conditions**": terms and conditions which are agreed between the parties which are set out in the Order and are in addition to the terms and conditions contained in these Standard Conditions.

"**Support Charges**": the annual support charge as specified in the Order.

"**Support Commencement Date**": the Acceptance Date or such other date as may be specified in Schedule 2.

"**Support Services**": the services to be provided by Resman under the Order including Schedule 3, Schedule 4 and Schedule 5.

"**Supported Software**": those Software programs listed as Supported Software in the applicable Order and all subsequent amendments and updates to, and New Releases of, such programs.

"**System**": the information and communications system to be used by Resman in performing the Services, including the Hardware, the Software, the Customer-site Equipment and communications links between the Hardware and the Customer-site Equipment and the Customer's Operating Environment.

"**Technical Specification**": the specification of the System agreed between Resman and the Customer to meet the Service Requirements.

"**Third-Party Provider**": an entity with whom Resman may contract with to provide Third-Party Provider Services to Resman for the purposes of delivering the Hardware, Software or Services.

"**Third-Party Provider Services**": cloud based and telecommunications services supplied by Third-Party Providers

"**Third-Party Provider Terms**": the terms and conditions which govern the supply of Third-Party Provider Services including any Third-Party end user terms and user guides and policies.

"**Third-Party Software**": the software programs proprietary to third parties, listed in the Order, which are to be provided to the Customer without modification.

"**Transferring Contracts**": the third-party contracts (including licenses to Third-Party Software) that Resman reasonably considers necessary to enable the transition of the Services to the Customer or any Replacement Supplier on expiry or termination of the Contract.

"**Transition Services**": the services to be provided by Resman to implement an Exit Plan.

"**Virus**": without limitation, any malicious code, Trojans, worms and viruses, lock, authorisation key or similar device that impairs or could impair the operation of the Software and or the Managed Services.

"**Work**": all the works, duties and obligations to be carried out by Resman under this agreement.

1.2   Clause, schedule and paragraph headings shall not affect the interpretation of the Contract.

1.3   A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

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

1.5   Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.6   A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.7   A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.8   A reference to "**writing**" or "**written**" includes e-mail.

1.9   Any phrase introduced by the words including, includes, in particular or for example, or any similar phrase, shall be construed as illustrative and shall not limit the generality of the related general words.

1.10   References to clauses and schedules are to the clauses and schedules of the Contract. References to paragraphs are to paragraphs of the relevant schedule.

1.11   A "**person**" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns.

1.12   If there is an inconsistency between any of the provisions in the clauses and the Schedules contained in the Standard Conditions, the provisions in the clauses shall prevail.

1.13   If there is an inconsistency between any of the provisions in the Standard Conditions and the Special Conditions, the Special Conditions shall prevail.

2.   BASIS OF CONTRACT

2.1   The Contract comprises each Order and each constitutes an offer by the Customer to purchase the applicable Hardware, Software and Services set out in such Order in accordance with the Conditions.

2.2   An Order shall only be deemed to be accepted when the Customer has confirmed through the Order Acceptance in the CSF and Resman has confirmed the same by sending an Order Confirmation through the CSF at which point the Order forms part of the Contract.

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

2.4 These Conditions apply to the Contract (and all Orders) to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.5 Any quotation or estimate as set out in the Proposal given by Resman is only valid for a period of 7 days from its date of issue.

3. SERVICE REQUIREMENTS AND DUE DILIGENCE

3.1 Resman warrants that it is able to provide all of the Services and Hardware as set out in the Order subject exclusively to these Conditions.

3.2 The Customer acknowledges and warrants that:

(a) it has supplied all necessary information to Resman to enable Resman to carry out the Services in accordance with these Conditions; and

(b) all information supplied to Resman is true and accurate to best of the Customer's belief.

3.3 In addition, the Customer acknowledges:

(a) Resman has entered into the Contract and shall supply the Hardware, Services and Software in reliance on the information supplied by the Customer; and

(b) throughout the term of the Contract, the Customer shall be responsible for specifying to Resman all information reasonably required by Resman for the purposes of recommending, advising, establishing, setting-up and providing the Hardware, Services and Software provided that Resman shall do so in reasonable detail to enable the Customer to supply all such information to Resman, so far as it is available to the Customer. Resman shall review all such information supplied by the Customer to Resman within a reasonable timescale on receipt and shall notify the Customer of any further information reasonably required by Resman.

4. HARDWARE PRODUCTS TO BE PROVIDED

4.1 Resman shall supply all items of Resman Hardware, together with all related documentation provided by third-party manufacturers of items of Resman Hardware.

4.2 The Customer shall provide all cabling and other equipment needed for the installation of Resman Hardware at the Customer Site(s), including any equipment needed to connect and interface Resman Hardware with Customer Hardware.

5. SYSTEM CHANGES AND TECHNOLOGY SUBSTITUTION

5.1 The Customer may request changes to the Resman Hardware in accordance with the procedures set out in clause 23.

5.2 Resman undertakes to offer to the Customer, and the Customer may at any time before the relevant Hardware Delivery Date or Software Delivery Date, and at its sole discretion, choose to obtain from Resman, any item of hardware or software in substitution for any corresponding item of the System where the substitute item contains new technology or has better performance characteristics than such item of the System. As part of the offer, Resman shall notify the Customer of any change in the Fees which would result from such substitution. If the Customer chooses to obtain any such substitute item, the parties shall use best endeavours to agree and execute a Change Agreement in accordance with clause 23.

6. DELIVERY AND DELAYS

6.1 Resman shall deliver each item of Hardware and each Software Module to the Customer Site(s) on or before the applicable Delivery Date for that item.

6.2 Resman shall supply to the Customer, within a reasonable time before any Delivery Date, such information and assistance as may be necessary to enable the Customer to prepare the Site(s) for the installation of the relevant item of Hardware or Software.

6.3 The Customer shall, at its own expense, prepare the Site(s) in accordance with the information provided by Resman in advance of each applicable Delivery Date.

6.4 Resman shall complete installation or download of each item of Hardware and each Software Module at the Site(s) by the Installation Date for that item of Hardware or Software Module.

6.5 The Customer shall be responsible for ensuring that each item of Customer Hardware and Customer Software is installed and is in working order and available to Resman no later than the relevant date specified in the Project Plan.

6.6 If any delivery is delayed at the request of, or because of the acts or omissions of, the Customer, the Project Plan shall be amended to take account of such delay in accordance with clause 23 subject to covering any of Resman's costs. If Resman can demonstrate by documentary evidence that the delay has resulted in an increase in cost to Resman of carrying out its obligations under the Contract, Resman may, at its sole discretion, notify the Customer that it wishes to increase the Price by an amount not exceeding any such demonstrable cost. Resman may invoice the Customer for any additional monies that become payable in this way within 14 days of demonstrating the increase in costs.

6.7 If delivery of any item of Hardware or Software Module is delayed because of any act or omission of Resman not caused by the Customer or any third party, Resman shall in all circumstances be liable for any reasonable costs that the Customer can demonstrate it incurred as a direct result of such delay.

7. HOSTING AND CLOUD STORAGE

7.1 Resman provides the Services using a variety of third-party hosting and cloud server storage and security systems as set out in the applicable Order. The Third-Party Providers who Resman subcontracts with to provide these services to Resman operate on the Third-Party Provider Terms which govern Resman's ability to provide the Services.

7.2 The Customer acknowledges Resman's ability to provide the Services in accordance with any SLAs or warranties is subject to the reliability of the Third Party Provider Services and the Customer's strict adherence to any end-user terms and policies issued by Resman on behalf of the Third Party Providers or those issued direct by the Third Party Providers.

7.3 Resman shall not be liable for any delays or downtime in the Service caused by the Third-Party Provider or the Customer's failure to upgrade, follow reasonable instructions or breach of any Third-Party Provider Terms.

7.4 The Customer shall comply with the Third-Party Provider Terms and shall indemnify and hold Resman harmless against any loss of damage which it may suffer or incur as a result of the Customer's breach of such terms howsoever arising.

7.5 Resman may treat the Customer's breach of any Third-Party Terms of Use as a breach of the Contract.

8. HARDWARE WARRANTIES

8.1 The warranties given in this clause 8 are in addition to warranties given in other parts of these Conditions.

8.2 Resman warrants that:

(a) the Resman Hardware will be new (except where otherwise specified the Order) and of satisfactory quality and will be suitable for the purpose for which it is intended in the Technical Specification; and

(b) as far as it is able, Resman will pass on to the Customer the benefits of any Manufacturers' Warranties.

9. OWNERSHIP

9.1 The Licensed Software and the Documentation are proprietary to Resman (or the appropriate third-party rights owner(s)) and the Customer acquires no rights in or to the Licensed Software or the Documentation other than those expressly granted by these Conditions.

9.2 The Customer shall do and execute, or arrange for the doing and executing of, each necessary act, document and thing that Resman may consider necessary or desirable to perfect the right, title and interest of Resman in and to the Intellectual Property Rights in the Licensed Software.

9.3 The Customer shall use reasonable endeavours to prevent any infringement of Resman's Intellectual Property Rights in the Licensed Software and shall promptly report to Resman any such infringement that comes to its attention. In particular, the Customer shall:

(a) ensure that each Licensed User, before starting to use the Licensed Software, is made aware that the Licensed Software is proprietary to Resman and that it may only be used and copied in accordance with these Conditions;

(b) implement suitable disciplinary procedures for employees who make unauthorised use or copies of the Licensed Software, except as provided for in clause 11.1; and

(c) not permit third parties to have access to the Licensed Software without the prior written consent of Resman, who may require that such third party executes a written confidentiality agreement before being given access to the Licensed Software.

10. SOFTWARE LICENCE AND DOCUMENTATION

10.1 Resman grants, subject to these Conditions, the Customer the non-exclusive, non-transferable right (subject to clause 19 and 35) to use the Licensed Software on the Computer Hardware and the Documentation for any purpose related to the Business ("**Licensed Purposes**").

10.2 The Licensed Software may be used only by Licensed Users, except as follows:

    (a) the Licensed Software may be used on any replacement for all or any part of the Computer Hardware;

    (b) the Licence may, with the prior written consent of Resman, be extended to additional Licensed Users, and Schedule 5 may be amended accordingly, provided that any appropriate additional fee is paid to Resman before such use;

    (c) if the Customer transfers the whole of the Business permanently to another site, the Licensed Software may be used at the new site by the Licensed Users, provided that Resman is informed in writing of the change of site before use of the Licensed Software commences at the new site;

    (d) if the Computer Hardware becomes inoperable for any reason, the Licensed Software may be temporarily used on backup equipment until the Computer Hardware is repaired, and the Customer may use the Licensed Software for the purpose of testing whether any such backup equipment is suitable for use while the Computer Hardware is inoperable; and

    (e) if any Site becomes temporarily unusable due to flood, fire or similar damage, or an emergency situation, the Licensed Software may be used at an alternative site until the Site is again useable, provided that the Customer gives Resman notice of such alternative site and permits Resman to inspect such site once the Licensed Software is again in use at the Site to ensure that no copy of all or any part of the Licensed Software remains at the temporary site. If the alternative site is managed by a third party, the third party must have signed a confidentiality undertaking addressed to Resman to protect Resman's Confidential Information before the Licensed Software is transferred to the alternative site.

10.3 The Customer shall comply with the Third-Party Licences and shall indemnify and hold Resman harmless against any loss of damage which it may suffer or incur as a result of the Customer's breach of such terms howsoever arising.

10.4 Resman may treat the Customer's breach of any Third-Party Licence as a breach of this agreement.

11. TRANSFER OR REPRODUCTION OF LICENSED SOFTWARE

11.1 The Customer may make such copies of the Licensed Software as are reasonably necessary for use in accordance with this agreement and for the purposes of backup and security. The Customer has no right to make, or authorise the making of, any other copies of the Licensed Software.

11.2 Resman shall at all times own all copies of all or any part of the Licensed Software. For copies recorded on a tangible medium, the Customer shall place on each copy of all or any part of the Licensed Software a clearly visible label indicating that the copy is the property of Resman and reproducing Resman's proprietary rights notice. For electronic copies, the Customer shall ensure that all proprietary notices contained in the Licensed Software shall be maintained in such copies and shall display when the software is run, in the same way as in the case of the Licensed Software as supplied by Resman. The Customer shall keep all copies of the Licensed Software in a secure place when not in use and shall, at all times, keep all such copies in its possession or control.

11.3 The Customer shall not:

    (a) sub-license, rent, lend, assign or transfer in any other way this agreement or the Licensed Software to any person without the prior written consent of Resman; and

    (b) give access to the Licensed Software through any network of computers to users who are not employees or agents of the Customer.

12. USE AND ADAPTATION OF LICENSED SOFTWARE

12.1 The Customer may use the Licensed Software with other software.

12.2 The Customer may not make adaptations or variations of the Licensed Software without the prior consent of Resman.

12.3 The Customer may not disassemble, decompile, reverse translate or in any other manner decode the Licensed Software, except as permitted by law.

13. SET-UP SERVICES

13.1 Resman Account Team shall consist of the personnel listed in the Order.

13.2 Resman shall appoint Resman's Project Manager and notify the same to the Customer who shall have the authority to contractually bind Resman on all matters relating to the Contract.

13.3 Resman shall perform the Set-up Services in accordance with the timetable set out in Part 1 of Schedule 2. Resman shall use reasonable endeavours to meet the performance dates set out in Schedule 2, but any such dates shall be estimates only, and time shall not be of the essence in the Contract.

13.4 During delivery of the Managed Services Resman may from time to time on reasonable notice notify the Customer when the constituent elements of the Managed Services are ready for activation and the Customer shall within five days of such notification review the operation of the Managed Services to confirm that they function in material conformance with the Managed Service Specification. If the Managed Services fail in any material respect to conform with the Managed Service Specification, the Customer shall give Resman a detailed description of any such non-conformance ("**Error**") in writing, within the five-day review period.

13.5 Resman shall use reasonable endeavours to correct any Error within a reasonable time and, on completion, re-submit the Managed Services to the Customer. The provisions of clause 13.4 and this clause 13.5 shall then apply again until the issue is resolved. If Resman is unable to correct the Error after three attempts, either party may escalate the issue up through the Dispute Resolution Procedure.

13.6 If the Customer does not provide any written comments in the five-day period described above, or if the Managed Services is found to conform with the Managed Service Specification, then the Managed Services shall be deemed accepted as from the date of the notification ("**Acceptance Date**").

13.7 The Customer will, as from the Acceptance Date, enable the use by Resman of the Assets in accordance with Schedule 2.

14. ASSUMED CONTRACTS AND ASSETS

14.1 If applicable, with effect from the Acceptance Date the Customer shall:

(a) permit the use of the Assets by Resman in accordance with Part 2 of Schedule 2; and

(b) subject to clause 14.2, transfer the benefit of the Assumed Contracts to Resman. The Customer shall in such cases retain the burden under such contracts.

14.2 The Customer shall use reasonable endeavours to assign, novate or transfer each of the Assumed Contracts to Resman with effect from the Acceptance Date. If any consent of any third party is required to the assignment, novation or transfer of an Assumed Contract and has not been obtained at, or before, the Acceptance Date, the Customer and Resman shall each use all reasonable endeavours to obtain that consent as soon as possible after the Acceptance Date. Unless or until any Assumed Contract is assigned, novated or transferred, or any necessary consent is obtained, the parties shall work together, in good faith, to agree an alternative solution which may include Resman finding an alternative source of supply and/or the Customer holding the benefit of the relevant Assumed Contract as agent for Resman.

15. SERVICE PROVISION

15.1 Resman will provide the Managed Services as from the Acceptance Date until expiry or termination of the Contract for any reason.

15.2 The Service Level Arrangements shall apply with effect from the start of the first complete month occurring at least 30 days after the Acceptance Date.

15.3 The Customer shall not store, distribute or transmit any material through the Managed Services that contravenes the Resman IT Policy:

15.4 The Customer shall remain responsible for the use of the Managed Services under its control, including any use by third parties (whether fraudulent or invited by the Customer).

15.5 The Customer must take reasonable measures to ensure it does not jeopardise services supplied to third parties on the same shared access infrastructure as notified to the Customer by Resman in writing. This includes informing Resman promptly in the case of a denial-of-service attack or distributed denial-of-service attack. In the event of any such incident, Resman shall at the Customer's expense and based on Resman's support charges work with the Customer to alleviate the situation as quickly as possible. The parties shall discuss and agree appropriate action (including suspending the Managed Services).

15.6 The Customer shall not provide the Managed Services directly or indirectly to third parties.

15.7 Resman reserves the right to:

(a) modify the System, its network, system configurations or routing configuration; and/or

(b) third party suppliers of services used to provide the Services; and/or

(c)   modify or replace any Hardware or Software in its network or in equipment used to deliver any Service over its network,

provided that this has no adverse effect on Resman's obligations under the Contract and its provision of the Managed Services or the Service Level Arrangements. If such changes will have an adverse effect, Resman shall notify the Customer and the parties shall follow the Change Control Procedure.

16.   DATA PROTECTION

16.1   Both parties shall comply with all applicable requirements as set out in the Personal Data Processing Addendum (the "**Addendum**") at Schedule 7.

16.2   Resman and Customer hereby represent that they have taken commercially reasonable steps to ensure that they will at all times be in compliance with all Data Protection Legislation and all applicable laws relating to privacy and the collection, use and disclosure of Personal Data relating to the Services. Resman and the Customer each hereby represent that any Personal Data provided by it to the other Party under the Contract has been and shall be collected, transferred and/or disclosed in compliance with such privacy laws (including obtaining the proper consent where applicable). In addition, each party agrees to provide reasonable cooperation to the other in the instance that the other party is subject to an inquiry by a data protection supervisory authority, regulator or agency, the scope of which includes operations or information within the assisting Party's control.

17.   PROJECT PLAN AND EXTENSION OF TIME

17.1   Both parties shall perform their obligations under the Contract in accordance with the Project Plan.

17.2   Resman shall complete the Work in each stage of the Project Plan by the date specified in the Project Plan, subject to clause 17.3.

17.3   Resman shall be given an extension of time for completion of any one or more of the stages in the Project Plan if one of more of the following events occurs:

(a)   a variation to the System is made at the Customer's request under the change control procedures set out in clause 5 or clause 23;

(b)   a force majeure event occurs as described in clause 30; or

(c)   delay is caused in whole or in part by an action or omission of the Customer or its employees, agents or third-party contractors.

17.4   If Resman is entitled to an extension of time under clause 17.3, it shall give written notice to the Customer not later than seven days after the beginning of the event. Such notice shall specify the event relied on and, in the case of a force majeure event under clause 30, shall estimate the probable extent of the delay.

17.5   The Customer Representative and the Project Manager shall use best endeavours to agree in writing, signed by both parties, what extension of time is reasonable in the circumstances. The Project Plan shall be deemed amended accordingly.

18.   RESMAN'S OBLIGATIONS

18.1   Resman warrants that the Managed Services will be performed with all reasonable skill and care and in accordance with Good Industry Practice and that it will be provided substantially in accordance with the Managed Service Specification and the terms and conditions of the Contract.

18.2   The warranty in clause 18.1 shall not apply to the extent of any non-conformance that is caused by:

(a)   the use by the Customer of the Managed Services contrary to Resman's instructions and the terms and conditions contained in the Contract; and

(b)   the performance of the Customer's Assets.

18.3   If the Managed Services do not conform with the warranty in clause 18.1, Resman will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance 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 the warranty in clause 18.1.

18.4   Notwithstanding the foregoing, Resman does not warrant that the Customer's use of the Managed Services will be uninterrupted or error-free.

19.   SECURITY AND UPGRADES

19.1   Resman shall ensure that reasonable Customer safety and security systems and procedures are maintained and enforced to prevent unauthorised access or damage to any and all Services and the System to the extent Resman is responsible for delivery of the same.

19.2   Resman shall use reasonable endeavours to ensure that the System is designed, maintained and upgraded (subject to the Customer's payment of upgrade costs if required) at all times so as to minimise the risk of attack by Viruses.

19.3   The Customer shall upgrade its security systems, hardware and software promptly upon Resman's reasonable notice and shall inform Resman if it suspects or uncovers any breach of security and shall use all commercially reasonable endeavours to promptly remedy such breach.

19.4   Until such breach is remedied or upgrade completed under clause 19.3 Resman shall not be liable for any security or performance failure of the Service.

20.   CUSTOMER'S OBLIGATIONS

The Customer shall:

(a)   provide Resman with:

(i)   all necessary co-operation in relation to the Contract; and

(ii)   all necessary access to such information as may be required by Resman,

in order to render the Managed Services, including Customer Data, security access information and software interfaces, to the Customer's other business applications;

(b)   provide such personnel assistance, including the Customer Account Team and other Customer personnel, as may be reasonably requested by Resman from time to time. Resman Account Team shall use reasonable endeavours to ensure continuity of its personnel assigned to the Contract;

(c)   appoint the Customer's Project Manager, who shall have the authority to contractually bind the Customer on all matters relating to the Contract. The Customer shall use reasonable endeavours to ensure continuity of the Customer's Project Manager;

(d)   comply with all applicable laws and regulations with respect to its activities under the Contract; and

(e)   carry out all other Customer responsibilities set out in the Contract or in any of the schedules in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, Resman may adjust any timetable or delivery schedule set out in the Contract as reasonably necessary.

21.   WARRANTIES

21.1   The Customer warrants that:

(a)   it has the full capacity and authority to enter into an Order and perform the Contract and that the Contract is executed by a duly authorised representative of the Customer;

(b)   it has the authority to grant any rights to be granted to Resman under each Order of the Contract, including the right to provide the Software and Hardware to Resman as indicated in the Contract and for the same to be used in the provision of the Managed Services and otherwise in connection with the Contract;

(c)   it will comply with and use the Managed Services in accordance with the terms of the Contract and all applicable laws, and shall not do any act that shall infringe the rights of any third party including the publishing or transmission of any materials contrary to relevant laws or in breach of the Resman IT Policy;

(d)   it owns or has obtained valid licences, consents, permissions and rights to use, and where necessary to licence to Resman, any materials reasonably necessary for the fulfilment of all its obligations under the Contract, including any third-party licences and consents in respect of any Customer Software; and

(e)   Resman's use in the provision of the Managed Services or otherwise in connection with the Contract of any third-party materials, including any Hardware or Software supplied by the Customer to Resman for use in the provision of the Managed Services or otherwise in connection with the Contract, shall not cause Resman to infringe the rights, including any Intellectual Property Rights, of any third party.

21.2   Resman warrants and represents that:

(a)   Resman Software and Documentation are proprietary to Resman (except where otherwise stated in the Order) and that it has the right to license all Intellectual Property Rights in and to Resman Software and Documentation to the Customer and to provide the Support Services to the Customer;

(b)   none of the New Releases, New Versions and Documentation supplied by Resman under this agreement infringes the Intellectual Property Rights of any third party;

(c)   the System at the Acceptance Date, provided the same is supported in accordance with these Conditions, will perform in accordance with the Technical Specification;

(d)   it will perform the Support Services in a timely, reliable and professional manner, in conformity with Good Industry Practice by a sufficient number of competent Support Staff with appropriate skills, qualifications and experience, and has and will at all times have the ability and capacity to meet such requirements;

(e)   it is in compliance with, and will perform the Support Services in compliance with, all applicable law and regulations; and

(f)   the Customer will receive good and valid title to all deliverables in connection with the Support Services, free and clear of all encumbrances and liens of any kind.

21.3   The sole remedies for breach of the warranties in clause 21.2(a) and clause 21.2(b) are set out in clause 27.

21.4   The sole remedy for breach of the warranty under clause 8.2 and this clause 21.2(c) shall be correction of Defects by Resman within a reasonable time from notification by the Customer of the Defect that constitutes such breach.

21.5   The warranties set out in clause 21.2 are in lieu of all other express or implied warranties or conditions, including implied warranties or conditions of satisfactory quality and fitness for a particular purpose, in relation to any Order under the Contract. Without limitation, Resman specifically denies any implied or express representation that the System will be fit:

(a)   to operate in conjunction with any hardware items or software products other than with those hardware items and software products that are identified in the Documentation as being compatible with the System; or

(b)   to operate uninterrupted or error-free.

21.6   Resman does not warrant or guarantee that it will be able to rectify all Defects, nor that any Defect which does not materially affect the Customer's operations using the Supported Software will be corrected before the issue of the next New Release.

21.7   Any unauthorised modifications, use or improper installation of the System by or on behalf of the Customer shall render all Resman's warranties and obligations under this Contract null and void.

21.8   Resman 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's personnel or third parties without the permission of Resman.

21.9   The Customer acknowledges that the only warranties in relation to the Third-Party Software and Third-Party Provider Services or the supply thereof are those contained in the licence and/or terms from the applicable Third-Party Provider of the same, and that to the extent that any of such warranties are given to Resman, it will pass on the benefit of such warranties to the Customer.

22.   CHARGES AND PAYMENT

22.1   The Customer shall pay the Fees as set out under each Order of the Contract. The Fees are calculated based on the Rate Card referred to in the Order and subject to the provisions in Schedule 1 for the Set-up Services and the monthly Fees set out in Schedule 1 for the Managed and Support Services.

22.2   The Customer shall reimburse Resman for all actual, reasonable travel costs and expenses including airfares, hotels and meals incurred by Resman in performance of the Service.

22.3   All amounts and Fees stated or referred to in the Contract are exclusive of value added tax, which shall be added to Resman's invoice(s) at the appropriate rate.

22.4   Resman shall submit invoices in accordance with each Order or as varied under clause 23. In the absence of a specific written payment schedule the Customer shall make payment of each invoice by Direct Debit as set out in the Order. Payments shall be on the 1st of the month or a pro-rata amount for the first month if part way through the month followed by monthly instalments on the 1st of each subsequent month. The amount of each instalment shall be as set out in the applicable Order. Any additional Orders made during any month shall entitle Resman to update the amount claimed under the direct debit.

22.5   Whether the Fees are fixed or monthly, Resman may amend the Rate Card on an annual basis with effect from each anniversary of the applicable Order Confirmation date or sooner in line with the higher of either:

(a)   the percentage increase in the Consumer Prices Index in the preceding 12-month period; or

(b)   a percentage increase to reflect the increased cost to Resman of hiring IT management and support staff within the industry as would be required in Resman's opinion to maintain a similar level of expertise and

service levels as required to avoid breach and lowering standards of service by Resman under the Contract.

22.6   If the Customer fails to make any payment due to Resman under the Contract by the due date for payment, then, without limiting Resman's remedies under clause 28, the Customer shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

23.   CHANGE CONTROL

23.1   If either party wishes to change the scope of the Managed Services (including Customer requests for additional services), it shall submit details of the requested change to the other in writing.

23.2   If either party requests a change to the scope or execution of the Hardware, Services and Software, Resman shall, within a reasonable time, provide a written estimate to the Customer of:

(a)   the likely time required to implement the change;

(b)   any variations to the Fees arising from the change;

(c)   the likely effect of the change on the Project Plan; and

(d)   any other impact of the change on the terms of the Contract.

23.3   If Resman requests a change to the scope of the Hardware, Services and Software which shall not vary the Fees, the Customer shall not unreasonably withhold or delay consent to it.

23.4   If the Customer wishes Resman to proceed with the change, Resman has no obligation to do so unless and until the parties have agreed in writing the necessary variations to its Fees and charges, the Project Plan and any other relevant terms of the Contract to take account of the change.

23.5   Where changes in applicable law may affect the ability of Resman to continue to supply the Managed Services in accordance with these Conditions Resman shall notify the Customer the Contract may need to be varied in order to comply. If this affects the Fees and charges the parties shall negotiate in good faith any changes required. If the parties cannot agree on how the changes should be incorporated Resman may terminate the Contract without liability to the Customer.

24.   SERVICE REVIEW AND GOVERNANCE

24.1   The Customer Project Manager and Resman Project Managers shall endeavour to hold regular meetings ("**Project Meetings**") to monitor and review the performance and changes proposed in accordance with clause 23 and to discuss the Service Level Arrangements.

24.2   Before each Project Meeting, the Customer's Project Manager shall notify Resman's Project Manager, and vice versa, of any problems relating to the provision of the Managed Services for discussion at the meeting. At each such meeting, the parties shall agree a plan to address such problems. In the event of any problem being unresolved or a failure to agree on the plan, the matter shall be resolved in accordance with the Dispute Resolution Procedure. Progress in implementing the plan shall be included in the agenda for the next Project Meeting.

24.3   The Customer and Resman shall review the Service Level Arrangement at each Project Meeting and will, in accordance with clause 23, agree modifications to reflect changes in the Customer's requirements for the Managed Services.

25.   PROPRIETARY RIGHTS

25.1   The Customer acknowledges and agrees that, as between the parties, Resman and/or its licensors own all Intellectual Property Rights in all materials connected with the Services and in any material developed or produced in connection with the Contract by Resman, its officers, employees, subcontractors or agents. Except as expressly stated herein, the Contract does not grant the Customer any rights to such Intellectual Property Rights.

25.2   Nothing in the Contract affects either party's rights in pre-existing Intellectual Property Rights (including pre-existing Intellectual Property Rights of either party contained in or relating to Confidential Information) (Pre-Existing IPR).

25.3   The Customer shall own and retain all rights, title and interest in and to the Customer Data. Resman shall have no rights to access, use or modify the Customer Data except in accordance with these Conditions.

25.4   The Customer shall own and retain all rights, title and interest in and to all deliverables and outputs or work product of any kind:

(a)   which result from any work performed by Resman for the Customer, including any and all Intellectual Property Rights therein (collectively, "**Work Product**"); and

(b)   provided by any supplier (other than Resman), consultant, contractor, advisor or any other third party engaged by the Customer in relation to the Services, the Customer Site or its business requirements.

25.5   Resman hereby grants to the Customer a sub-licensable, non-exclusive, royalty-free, worldwide license to use all of Resman's Intellectual Property Rights as incorporated by Resman into the Work Product solely in connection with the Customer's use of the Work Product during the term of the Contract.

25.6   The Customer hereby grants to Resman a perpetual (during the term of the Contract), revocable, non-transferrable, non-exclusive, royalty-free, limited licence to use, copy, modify, improve, enhance and make derivative works of the Customer's Intellectual Property Rights and the Work Product solely to the extent necessary to comply with its obligations under the Contract.

25.7   Resman will not disclose to the Customer or use in its work any trade secrets or confidential information of a third party which Resman is not lawfully entitled to disclose or use in such manner. Resman will not use any equipment, supplies, facilities, computer code, work product, inventions or materials of any other third party ("**Third-Party Materials**") in any Work Product or in Resman's performance under the Contract unless:

(a)   Resman has the full right and authority to do so without violating any rights of any third party; and

(b)   Resman has obtained all necessary rights to enable it to perform its obligations under the Contract and grant the rights granted herein and to permit the Customer to utilise the Third-Party Materials as contemplated under the Contract at no additional cost or expense to the Customer;

25.8   Subject to the terms of third-party licences used Resman hereby grants to the Customer a sub-licensable, non-exclusive, royalty-free, worldwide license to use such Third-Party Materials as are incorporated in the Work Product solely in connection with the Customer's use of the Work Products.

26.   CONFIDENTIALITY

26.1   The provisions of this clause shall not apply to any Confidential Information that:

(a)   is or becomes generally freely available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);

(b)   was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;

(c)   was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;

(d)   was known to the receiving party before the information was disclosed to it by the disclosing party;

(e)   the parties agree in writing is not confidential or may be disclosed; or

(f)   is developed by or for the receiving party independently of the information disclosed by the disclosing party.

26.2   Each party shall keep the other party's Confidential Information confidential and shall not:

(a)   use such Confidential Information except for the purpose of exercising or performing its rights and obligations under the Contract ("**Permitted Purpose**"); or

(b)   disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause.

26.3   Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of the Contract.

26.4   The Customer acknowledges that Resman's Confidential Information includes any designs, plans, software or other materials created by Resman in connection with the Managed Services and the Customer agrees not to make use of any such material for any purpose other than receipt of the Managed Services from Resman.

26.5   Resman acknowledges that the Customer Data is the Confidential Information of the Customer.

26.6   A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:

(a)   it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and

(b)   at all times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this clause.

26.7   A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent 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 26.7, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

26.8   A party may, provided that it has reasonable grounds to believe that the other party is involved in activity that may constitute a criminal offence under the Bribery Act 2010, disclose Confidential Information to the Serious Fraud Office without first informing the other party of such disclosure.

26.9   Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in the Contract are granted to the other party, or to be implied from the Contract.

26.10   The provisions of this clause 26 shall continue to apply after termination of the Contract.

26.11   No party shall make, or permit any person to make, any public announcement concerning the Contract without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

27.   LIMITATION OF LIABILITY

27.1   This clause 27 sets out the entire financial liability of Resman (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Customer in respect of:

(a)   any breach of the Contract;

(b)   any use made by the Customer of the Managed Services; and

(c)   any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

27.2   Except as expressly and specifically provided in the Contract:

(a)   the Customer assumes sole responsibility for results obtained from the use of the Managed Services, and for conclusions drawn from such use. Resman shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Resman by the Customer in connection with the Managed Services, or any actions taken by Resman at the Customer's direction; and

(b)   all warranties, conditions and other terms implied by statute, common law or otherwise are, to the fullest extent permitted by law, excluded from the Contract.

27.3   Nothing in the Contract excludes or limits the liability of Resman for:

(a)   death or personal injury caused by Resman's negligence;

(b)   fraud or fraudulent misrepresentation; or

(c)   any other liability which cannot lawfully be excluded or limited.

27.4   The Service Level Arrangements set out the maximum performance and availability expectations of the Service and the Customer acknowledges and accepts the extent to which Resman has restricted its liability to the Customer in respect of the performance and availability of the Managed Services, or their non-performance and non-availability.

27.5   Subject to clause 27.3 and clause 27.4:

(a)   Resman shall not be liable whether in contract, tort (including for negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise for any loss of profits, loss of business, depletion of goodwill or similar losses, or pure economic loss, or for any indirect or consequential loss, costs, damages, charges or expenses however arising; and

(b)   Resman's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to 125% of the price paid for the Managed Services during the 12 months preceding the date on which the claim arose.

(c)   The above limits are based on Resman's current insurance limits and in proceeding with the contract the Customer acknowledges and accepts such limits are reasonable. Should the Customer require higher limits this may affect the price charged for the Services.

28.   TERM AND TERMINATION

28.1   The Contract shall commence on the Effective Date. Unless terminated earlier in accordance with this clause 28, the Contract shall continue in force for the Initial Term and unless otherwise stated in the Contract shall automatically extend for successive 12-month periods ("**Extended Term**") at the end of the Initial Term and then subsequently at the end of each Extended Term. A party may give written notice to the other party, not later than 120 days before the end of the Initial Term or the relevant Extended Term, to terminate the Contract at the end of the Initial Term or the relevant Extended Term, as the case may be. For the avoidance of doubt, Contracts agreed for a rolling monthly period shall be automatically renewed at the end of each month unless terminated by the Customer on one month's written notice at any time and such Contract shall terminate at the end of the following month following service of the notice.

28.2   Without prejudice to any rights that have accrued under the Contract or any of its rights or remedies, the Customer shall in connection with any such early termination, be obliged to pay termination compensation to Resman calculated as follows:

(a)   All Fees due and outstanding up to and including the expiry date of the contracted fixed term of the Initial Period or applicable Extended Term

(b)   All Fees due and outstanding in relation to the length of notice given under clause 28.1 plus:

(i)   all costs incurred on behalf of or at the request of the Customer for the purpose of each Order of the Contract which Resman is able to reasonably demonstrate were unavoidable as a consequence of the Customer's early termination and may not be cancelled without penalty such as but not limited to pre-paid third-party licences and Third-Party Services; and

(ii)   any redundancy costs directly attributable to the termination by the Customer and incurred by Resman.

28.3   Without prejudice to any rights that the parties have accrued under the Contract or any of their respective remedies, obligations or liabilities, and subject to clause 29, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

(a)   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 14 days after being notified in writing to make such payment;

(b)   the other party commits a material breach of any material term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

(c)   the other party 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 (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;

(d)   the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (in the case of a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(e)   a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(f)   an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);

(g)   the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;

(h)   a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

(i)   a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;

(j)   any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 28.3(c) to clause 28.3(i) (inclusive);

(k)   the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or

(l)   there is a change of control of the other party (within the meaning of section 1124 of the Corporation Tax Act 2010).

28.4   Any provision of the Contract which expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

28.5   Termination of the Contract for any reason, shall terminate all Orders but shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.

28.6   On termination of the Contract for any reason:

(a)   Resman shall immediately cease provision of the Managed Services but may provide Transition Services for a further period in accordance with clause 29.2;

(b)   each party shall return and make no further use of any equipment, property, materials and other items (and all copies of them) belonging to the other party; and

(c)   The Customer shall pay all reasonable costs and expenses incurred by Resman in returning and disposing of Customer Data and expunging it from the System as reasonably requested by the Customer and as permitted under clause 28.7.

28.7   If a party is required by any law, regulation, or government or regulatory body ("**Regulatory Requirement**") to retain any documents or materials which it would otherwise be obliged to return or destroy under clause 28, it shall notify the other party in writing of such retention, giving details of the documents or materials that it must retain. Clause 26 shall continue to apply to any such retained documents and materials for as long as any such requirement continues in force, subject to any disclosure mandated by any Regulatory Requirement.

29.   EXIT ASSISTANCE AND TRANSFER OF ASSETS

29.1   On reasonable request from and at the Customer's cost Resman shall, prepare or update a detailed plan for the orderly transition of the Managed Services from Resman to the Customer or its nominated Replacement Supplier ("**Exit Plan**").

29.2   The Customer may, at any time before termination of the Contract, for any reason, request Resman to provide from the date of termination the Transition Services or otherwise to offer reasonable assistance in transitioning the Managed Services to a Replacement Supplier (by providing the Transition Services). Resman will, in consideration of its Transition Fees (notified in advance), provide such Transition Services for a maximum period of 30 days from termination of the Contract in accordance with this clause 29.

29.3   On expiry or termination of the Contract Resman shall cease using the Customer-site Equipment.

29.4   Resman and Customer shall co-operate to procure the novation or assignment to the Customer and/or Replacement Supplier of the Transferring Contracts.

29.5   The Customer shall:

(a)   accept assignments from Resman or join with Resman in procuring a novation of each Transferring Contract; and

(b)   once a Transferring Contract is novated or re-assigned to the Customer or the Replacement Supplier, carry out, perform and discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract or, as applicable, procure that the Replacement Supplier does the same.

30.   FORCE MAJEURE

30.1   Resman shall have no liability to the Customer under the Contract if it is prevented from, or delayed in, performing its obligations under the Contract, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control except to the extent that Resman could reasonably have avoided such circumstances by fulfilling its obligations in accordance with clause 30.3 or otherwise exercising the level of diligence that could reasonably have been expected of it (having exercised Good Industry Practice), including strikes, lock-outs or other industrial disputes (excluding any industrial disputes involving the workforce of Resman), act of God, war, riot, civil commotion, terrorism, pandemics, epidemics (affecting Resman's whole or majority of its workforce) compliance with any law or regulation, fire, flood or storm (each a "**Force Majeure Event**"), provided that:

(a)   the Customer is notified of such an event and its expected duration; and

(b)   Resman uses all reasonable endeavours to mitigate, overcome or minimise the effects of the Force Majeure Event concerned,

and that if the period of delay or non-performance continues for six weeks or more, the party not affected may terminate the Contract by giving 28 days' written notice to the other party.

30.2   If the Force Majeure Event results in the suspension of all or any part of the Managed Services, then the Customer shall not be obliged to pay the relevant Fees until such time as the Force Majeure Event shall have ceased to have effect and the Managed Services recommence in accordance with the Contract.

30.3   Resman shall have in place an appropriate Disaster Recovery Plan to ensure that it is able to comply with its obligations under the Contract and shall maintain, update and test such Disaster Recovery Plan and notify full details of its then current Disaster Recovery Plan to the Customer no less frequently than every 12 months.

31.   ANTI-BRIBERY

31.1   The parties shall:

(a)   comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption, including the Bribery Act 2010 ("**Relevant Requirements**"); and

(b)   have and shall maintain in place throughout the term of the Contract its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate.

32.   WAIVER

No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. 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.

33.   SEVERANCE

33.1   If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

33.2   If any provision or part-provision of the Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

34.   ENTIRE AGREEMENT AND AMENDMENT

34.1   The Contract (including each Order and these Conditions as varied in accordance with these Conditions) constitutes the entire agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

34.2   Each party acknowledges that in entering into the Contract (and each Order) it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in the Contract (and Order).

34.3   Each party agrees that its only liability in respect of those representations and warranties that are set out in the Contract (whether made innocently or negligently) shall be for breach of contract.

34.4   Nothing in this clause shall limit or exclude any liability for fraud.

34.5   No alteration to or variation of the Contract shall take effect unless and until the same is in writing and signed on behalf of each of the parties by a duly authorised representative in accordance with clause 23.

35.   ASSIGNMENT

35.1   The Customer shall not, without the prior written consent of Resman, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

35.2   Resman may at any time assign, transfer, charge, subcontract or deal in any other manner, with all or any of its rights or obligations under the Contract without the consent of the Customer.

36. **NO PARTNERSHIP OR AGENCY**

36.1 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

36.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

37. **THIRD-PARTY RIGHTS**

No one other than a party to the Contract, their successors and permitted assignees, shall have any right to enforce any of its terms.

38. **RIGHTS AND REMEDIES**

Except as expressly provided in the Contract, the rights and remedies provided under the Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

39. **NOTICES**

39.1 Any notice or other communication required to be given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or sent by pre-paid first class post or other next working day delivery service providing proof of delivery, at its registered office (if a company) or (in any other case) its principal place of business, .

39.2 Any notice or communication shall be deemed to have been received if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address, or if sent by email, upon receipt by the sender of a read receipt submission on the same Business Day after transmission, or otherwise at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

39.3 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. For the purposes of this clause, "**writing**" shall include e-mail.

40. **DISPUTE RESOLUTION**

40.1 If a dispute arises under the Contract ("**Dispute**"), including any Dispute arising out of any amount due to a party hereto, then before bringing any suit, action or proceeding in connection with such Dispute, a party must first give written notice of the Dispute to the other party describing the Dispute and requesting that it is resolved under this dispute resolution process ("**Dispute Notice**").

40.2 If the parties are unable to resolve the Dispute within 30 days of delivery of the Dispute Notice, then each party will promptly (but no later than five Business Days thereafter):

(a) appoint a designated representative who has sufficient authority to settle the Dispute and who is at a higher management level than the person with direct responsibility for the administration of the Contract ("**Designated Representative**"); and

(b) notify the other party in writing of the name and contact information of such Designated Representative.

40.3 The Designated Representatives will then meet as often as they deem necessary in their reasonable judgment to discuss the Dispute and negotiate in good faith to resolve the Dispute. The Designated Representatives will mutually determine the format for such discussions and negotiations, provided that all reasonable requests for relevant information relating to the Dispute made by one party to the other party will be honoured.

40.4 If the parties are unable to resolve the Dispute within 30 days after the appointment of both Designated Representatives, then either party may proceed with any other available remedy.

40.5 Notwithstanding the foregoing, either party may seek interim or other equitable relief necessary (including an injunction) to prevent irreparable harm.

41. **GOVERNING LAW AND JURISDICTION**

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

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

Schedule 1 - Fees

1.   FIXED FEE

1.1   Fixed fees are set out in the Order. All fees are subject to the Resman Rate Card which is updated from time to time in accordance with these Conditions. Details of the Rate Card are available upon request.

1.2   If Resman reasonably expects that the actual cost will exceed the amounts specified in the Order, any work to be completed in additional man-days shall first be approved in writing by both Resman and the Customer, and shall be charged at the rates set out in the Rate Card and shall result in an extension of any target or deadline beyond the Acceptance Date on a day-for-day basis.

2.   MONTHLY FEE

The monthly fees as set out in the Order shall be based on the Rate Card, payable in advance.

Schedule 2 - Set-up Services

Part 1   Outline

1.   PLANNING AND DUE DILIGENCE

Resman shall conduct a due diligence exercise to examine all relevant Customer Sites, the Customer-site Equipment and the Customer's contracts with third parties, and will then prepare the Project Plan in co-operation with the Customer. The Project Plan will list any Assets to be used by Resman in accordance with Part 2 of this Schedule 2 and any Assumed Contracts to be transferred in accordance with clause 14.

2.   IMPLEMENTATION

Resman and the Customer shall co-operate in implementing the Managed Services in accordance with the implementation provisions of the Project Plan.

3.   ROLL-OUT

Resman and the Customer shall co-operate in rolling out the Managed Services in accordance with the roll-out provisions of the Project Plan.

Part 2   Use of Customer Assets

From the Effective Date, the Customer agrees that:

1.   CUSTOMER-SITE EQUIPMENT

If the Project Plan identifies any Customer-site Equipment then the Customer will, as from the Acceptance Date, permit Resman access to the Customer-site Equipment but the Customer shall remain responsible for any on-going maintenance, upgrade costs, and performance subject to Resman's reasonable use of the same for the performance of the Services.

2.   THIRD-PARTY SOFTWARE

If the Project Plan identifies any Third-Party Software already in use by the Customer then the Customer will, in accordance with the Project Plan, either:

(a)   arrange for the novation of its licences to such Third-Party Software from itself to Resman, such novations to be effective as of the Acceptance Date; or

(b)   terminate its own licences to such Third-Party Software and enter into new licences as directed by Resman in accordance with the Project Plan.

3.   CUSTOMER SOFTWARE

If the Project Plan identifies any Customer Software then the Customer will, as from the Acceptance Date, grant Resman a royalty-free licence to use such Customer Software for the purpose of providing the Managed Services for the duration of the Contract.

4.   INTELLECTUAL PROPERTY RIGHTS

If the Project Plan identifies any Intellectual Property Rights (aside from the Third-Party Software and the Customer Software) that is needed by Resman to provide the Managed Services then the Customer will, as from the Acceptance Date, but in accordance with the Project Plan:

(a)   arrange for the novation of its licences to such Intellectual Property Rights from itself to Resman, such novations to be effective as of the Acceptance Date;

(b)   terminate its own licences to such Intellectual Property Rights and enter into new third party licences as directed by Resman, as from the Acceptance Date, directly from the licensor in accordance with the Project Plan; or

(c)   grant Resman a royalty-free licence to use such Intellectual Property Rights for the purpose of providing the Managed Services for the duration of the Contract in accordance with clause 25.6.

5.   NO WARRANTY

Any transfer (whether by way of sale, licence or sub-licence) of Assets made by Customer to Resman under this section is made on an "as is" basis. As a consequence Resman shall not be liable for poor performance under the Contract to the Customer for the performance of such Assets and excludes all representations (unless fraudulent), warranties and conditions and other contractual terms howsoever arising whether by statute, common law or otherwise and whether express or implied (except that the items are free from encumbrances) to the maximum extent permitted by applicable law in relation to those Assets.

Schedule 3 - Managed Service Specification

1.   INSTALLATION AND CONFIGURATION

Resman shall procure, install or configure equipment and services for use to provide the Managed Services. This includes the configuration of servers and related equipment, installation of Hardware and database software components, configuration of clustering, installation of the Software and loading of initial Customer Data.

2.   INTERNET CONNECTIVITY

2.1   If required as per the Order, Resman shall provide internet connectivity to the Customer. The connectivity shall include multiple, diversely routed high-speed connections, a firewall for security, and a load balancer for traffic management and speed optimisation.

2.2   If required as per the Order, Resman shall supply burstable bandwidth connectivity services. The connectivity shall include multiple connections and a network operations centre that monitors servers, the network platform and internet access.

3.   SECURITY SERVICES

If required as per the Order, Resman shall provide security services as follows:

(a)   access to a dedicated hosting facility ("**Resman Facility**") shall be limited to the authorised supplier and contracted third-party personnel;

(b)   the Resman Facility shall be monitored 24 hours a day, seven days a week, through closed-circuit video surveillance and shall require identification for access; and

(c)   data access security shall be provided through managed firewall services with security on all web pages, a private network path for administration and SNMP monitoring, and fully hardened servers.

4.   MONITORING SERVICES

Resman shall provide, 24 hours a day and seven days a week, monitoring of the computing, operating and networking infrastructure to detect abnormalities. This includes environmental monitoring, network monitoring, load-balancing monitoring, web server and database monitoring, firewall monitoring and intrusion detection.

5.   BACKUP, ARCHIVING AND RECOVERY SERVICES

If required as per the Order, Resman shall develop the backup schedule, perform scheduled backups, provide routine and emergency data recovery and manage the archiving process. The backup schedule shall include at least weekly full backups and daily incremental backups. In the event of data loss, Resman shall provide recovery services to try to restore the most recent backup.

6.   RELEASE MANAGEMENT AND CHANGE CONTROL

6.1   If required as per the Order Resman shall provide release management and change control services to ensure that versions of servers, network devices, storage, operating system software and utility and application software are audited and logged, and that new releases, patch releases and other new versions are implemented as deemed necessary by Resman to maintain the Managed Services.

6.2   Should the Customer unreasonably refuse to apply a new release or pay to upgrade to a new version where it is necessary in Resman's reasonable opinion to maintain the appropriate Service Levels or to ensure the System is operable or is in accordance with the Project Plan then Resman shall not be liable to the Customer for any delays or faults with the Service and the Customer shall continue to be liable to Resman for all charges to deliver the Services and payments which were due but for the Customer's refusal to upgrade.

7.   ADMINISTRATION SERVICES

These services include the installation and administration of additional Hardware, operating systems and other software, and other resources as deemed necessary by Resman to maintain the Managed Services.

Schedule 4 - Maintenance and support

1.   TRAINING

If required as per the Order or as agreed in writing by the parties, Resman shall provide training to such number of the employees of the Customer as are specified in, and are otherwise in accordance with, the Project Plan.

2.   MAINTENANCE EVENTS

2.1   Maintenance work that may require interruption of the Managed Services ("**Maintenance Events**") shall not normally be performed during Normal Business Hours. Resman may interrupt the Managed Services outside Normal Business Hours for maintenance provided that it has given the Customer at least one day's advance written notice.

2.2   Any Maintenance Events that occur during Normal Business Hours, or that occur with less notice than required by paragraph 2.1, and which were not requested by the Customer, shall be considered downtime for the purpose of service availability measurement. Resman shall at all times endeavour to keep any service interruptions to a minimum.

3.   TECHNICAL SUPPORT SERVICES

3.1   Should the Customer determine that the Managed Services includes a defect, the Customer support representatives ("**CSRs**") may file error reports or support requests. Resman shall provide technical support services only to specified CSRs.

3.2   Resman shall accept voicemail, e-mail and web form-based incident submittal from CSRs 24 hours a day, seven days a week. Resman shall accept telephone calls for English language telephone support during Normal Business Hours. Resman shall use reasonable endeavours to process support requests, issue trouble ticket tracking numbers if necessary, determine the source of the problem and respond to the Customer. Resman shall use reasonable endeavours to respond to all support requests from CSRs within the time periods specified below, according to priority.

3.3   Resman shall determine the priority of any fault and deal with the issue by responding in accordance with the following table:

Type of Issue	Response Time	Ticket Status
Multiple users, critical systems	4hr fix time	**Priority 1**
Single user, critical systems	1-day fix time	**Priority 2**
Multiple users, non-critical systems	3 days	**Priority 3**
Single user, non-critical systems	5 days	**Priority 4**
Access to business-critical folders/email accounts, Access to business-critical application	1 day	**Priority 2**
User move, new hardware, request for a quotation, removal of hardware, hardware change, software install, software uninstall, data restore, create/delete mailbox, create/delete distribution list, amend email address, amend mailbox permissions, create user accounts	5 days	**Priority 3**
Archive of data, user move	10 days	**Priority 4**

3.4   If no progress has been made on a Priority 1 or Priority 2 incident within the target resolution time, the incident shall be escalated to Resman Service Delivery Manager. If the incident is not resolved, then after each successive increment of the target resolution time the incident shall be escalated to a Director followed by the Managing Director.

3.5   Resman shall provide monitoring of its Managed Services 24 hours a day seven days a week.

Schedule 5 - Service Level Arrangements

1.   SERVICE AVAILABILITY

1.1   Resman shall provide at least a 99.5% uptime service availability level ("**Uptime Service Level**").

1.2   The Managed Services will be considered as unavailable only:

(a)   during periods of Priority 1 or Priority 2 faults in accordance with paragraph 3.3 of Schedule 4; and

(b)   during periods of unplanned Maintenance in accordance with paragraph 2.2 of Schedule 4.

1.3   For the avoidance of doubt, the Managed Services will not be considered "as unavailable" during Maintenance Events as described in Schedule 4, Customer-caused outages or disruptions, or outages or disruptions attributable in whole or in part to Force Majeure Events within the meaning of clause 30.

Schedule 6 - Resman IT Policy

The Resman IT Policy a copy of which is available at [**LINK**]

Schedule 7 - Personal Data Processing Addendum

BACKGROUND

A.   The Customer and Resman have entered into a Contract as defined under the Conditions that may require Resman to process Personal Data on behalf of the Customer.

B.   This Personal Data Processing Addendum ("**Addendum**") sets out the additional terms, requirements and conditions on which Resman will process Personal Data when providing services under the Contract. This Addendum contains the mandatory paragraphs required by Article 28(3) of the General Data Protection Regulation (*(EU) 2016/679)* for contracts between controllers and processors.

C.   The obligations set out in the Addendum are in addition to, and do not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

D.   This Addendum is subject to the terms of the Contract and is incorporated into the Contract. Interpretations and defined terms set forth in the Contract apply to the interpretation of this Addendum.

AGREED TERMS

1.   Definitions and interpretation

The following definitions and rules of interpretation apply in this Addendum.

1.1   Definitions:

"**Authorised Persons**": the persons or categories of persons that the Customer authorises to give Resman personal data processing instructions as identified in the Order.

"**Business Purposes**": the services described in the Contract or any other purpose specifically identified in Schedule 7.

"**Data Protection Legislation**": the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

"**Data Subject**": an individual who is the subject of Personal Data.

"**Personal Data**": means any information relating to an identified or identifiable natural person that is processed by Resman as a result of, or in connection with, the provision of the services under the Contract; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

"**Personal Data Breach**": a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

"**Processing, processes and process**": either any activity that involves the use of Personal Data or as the Data Protection Legislation may otherwise define processing, processes or process. It includes any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. Processing also includes transferring Personal Data to third parties.

"**Standard Contractual Clauses (SCC)**": the European Commission's Standard Contractual Clauses for the transfer of Personal Data from the European Union to processors established in third countries (controller-to-processor transfers), as applicable and set out in the Annex to Commission Decision 2010/87/EU.

"**UK Data Protection Legislation**": all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

1.2   The Annexes form part of this Addendum and will have effect as if set out in full in the body of this Addendum. Any reference to this Addendum includes the Annexes.

1.3   A reference to "**writing**" or "**written**" includes email.

1.4   In the case of conflict or ambiguity between:

(a)   any provision contained in the body of this Addendum and any provision contained in the Annexes, the provision in the body of this Addendum will prevail;

(b)   the terms of any accompanying invoice or other documents annexed to this Addendum and any provision contained in the Annexes, the provision contained in the Annexes will prevail;

(c)   any of the provisions of this Addendum and the provisions of the Contract, the provisions of this Addendum will prevail; and

(d)   any of the provisions of this Addendum and any executed SCC, the provisions of the executed SCC will prevail.

2. Personal data types and processing purposes

2.1   The Customer and Resman acknowledge that for the purpose of the Data Protection Legislation, the Customer is the controller and Resman is the processor.

2.2   The Customer retains control of the Personal Data and remains responsible for its compliance obligations under the applicable Data Protection Legislation, including providing any required notices and obtaining any required consents, and for the processing instructions it gives to Resman.

2.3   Annex A Part 2 describes the subject matter, duration, nature and purpose of processing and the Personal Data categories and Data Subject types in respect of which Resman may process to fulfil the Business Purposes of the Contract.

3. Provider's obligations

3.1   Resman will only process the Personal Data to the extent, and in such a manner, as is necessary for the Business Purposes in accordance with the Customer's written instructions. Resman will not process the Personal Data for any other purpose or in a way that does not comply with this Addendum or the Data Protection Legislation. Resman must promptly notify the Customer if, in its opinion, the Customer's instruction would not comply with the Data Protection Legislation.

3.2   Resman must promptly comply with any Customer request or instruction requiring Resman to amend, transfer, delete or otherwise process the Personal Data, or to stop, mitigate or remedy any unauthorised processing.

3.3   Resman will maintain the confidentiality of all Personal Data and will not disclose Personal Data to third parties unless the Customer or this Addendum specifically authorises the disclosure, or as required by law. If a law, court, regulator or supervisory authority requires Resman to process or disclose Personal Data, Resman must first inform the Customer of the legal or regulatory requirement and give the Customer an opportunity to object or challenge the requirement, unless the law prohibits such notice.

3.4   Resman will reasonably assist the Customer with meeting the Customer's compliance obligations under the Data Protection Legislation, taking into account the nature of Resman's processing and the information available to Resman, including in relation to Data Subject rights, data protection impact assessments and reporting to and consulting with supervisory authorities under the Data Protection Legislation.

3.5   Resman must promptly notify the Customer of any changes to Data Protection Legislation that may adversely affect Resman's performance of the Contract.

4. Provider's employees

4.1   Resman will ensure that all employees:

(a)   are informed of the confidential nature of the Personal Data and are bound by confidentiality obligations and use restrictions in respect of the Personal Data;

(b)   have undertaken training on the Data Protection Legislation relating to handling Personal Data and how it applies to their particular duties; and

(c)   are aware both of Resman's duties and their personal duties and obligations under the Data Protection Legislation and this Addendum.

5. Security

5.1   Resman must at all times implement appropriate technical and organisational measures against unauthorised or unlawful processing, access, disclosure, copying, modification, storage, reproduction, display or distribution of Personal Data, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of Personal Data including, but not limited to, the security measures set out in Annex A Part 3.

5.2   Resman must implement such measures to ensure a level of security appropriate to the risk involved, including as appropriate:

(a)   the pseudonymisation and encryption of personal data;

(b)   the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;

(c)   the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and

(d)   a process for regularly testing, assessing and evaluating the effectiveness of security measures.

6.   Personal Data Breach

6.1   Resman will promptly and without undue delay notify the Customer if any Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable. Resman will restore such Personal Data at its own expense.

6.2   Resman will within 48 hours and without undue delay notify the Customer if it becomes aware of:

(a)   any accidental, unauthorised or unlawful processing of the Personal Data; or

(b)   any Personal Data Breach.

6.3   Where Resman becomes aware of (a) and/or (b) above, it shall, without undue delay, also provide the Customer with the following information:

(a)   description of the nature of (a) and/or (b) above, including the categories and approximate number of both Data Subjects and Personal Data records concerned;

(b)   the likely consequences; and

(c)   description of the measures taken or proposed to be taken to address (a) and/or (b), including measures to mitigate its possible adverse effects.

6.4   Immediately following any unauthorised or unlawful Personal Data processing or Personal Data Breach, the parties will co-ordinate with each other to investigate the matter. Resman will reasonably co-operate with the Customer in the Customer's handling of the matter, including:

(a)   assisting with any investigation;

(b)   providing the Customer with physical access to any facilities and operations affected;

(c)   facilitating interviews with Resman's employees, former employees and others involved in the matter;

(d)   making available all relevant records, logs, files, data reporting and other materials required to comply with all Data Protection Legislation or as otherwise reasonably required by the Customer; and

(e)   taking reasonable and prompt steps to mitigate the effects and to minimise any damage resulting from the Personal Data Breach or unlawful Personal Data processing.

6.5   Resman will not inform any third party of any Personal Data Breach without first obtaining the Customer's prior written consent, except when required to do so by law.

6.6   Resman agrees that the Customer has the sole right to determine:

(a)   whether to provide notice of the Personal Data Breach to any Data Subjects, supervisory authorities, regulators, law enforcement agencies or others, as required by law or regulation or in the Customer's discretion, including the contents and delivery method of the notice; and

(b)   whether to offer any type of remedy to affected Data Subjects, including the nature and extent of such remedy.

6.7   Resman will cover all reasonable expenses associated with the performance of the obligations under paragraph 6.2 and paragraph 6.4 unless the matter arose from the Customer's specific instructions, negligence, wilful default or breach of this Addendum, in which case the Customer will cover all reasonable expenses.

6.8   Resman will also reimburse the Customer for actual reasonable expenses that the Customer incurs when responding to a Personal Data Breach to the extent that Resman caused such a Personal Data Breach, including all costs of notice and any remedy as set out in paragraph 6.6.

7.   Cross-border transfers of personal data

7.1   Resman (or any subcontractor) must not transfer or otherwise process Personal Data outside the European Economic Area ("**EEA**") without obtaining the Customer's prior written consent.

7.2   Where such consent is granted, Resman may only process, or permit the processing, of Personal Data outside the EEA under the following conditions:

(a)   Resman is processing Personal Data in a territory which is subject to a current finding by the European Commission under the Data Protection Legislation that the territory provides adequate protection for the privacy rights of individuals; or

(b)   Resman participates in a valid cross-border transfer mechanism under the Data Protection Legislation, so that Resman (and, where appropriate, the Customer) can ensure that appropriate safeguards are in place to ensure an adequate level of protection with respect to the privacy rights of individuals as required by Article 46 of the General Data Protection Regulation (*(EU) 2016/679*); or

(c)   the transfer otherwise complies with the Data Protection Legislation for the reasons set out in Annex A.

7.3   If any Personal Data transfer between the Customer and Resman requires execution of SCC in order to comply with the Data Protection Legislation (where the Customer is the entity exporting Personal Data to Resman outside the EEA), the parties will complete all relevant details in, and execute, the appropriate SCC and take all other actions required to legitimise the transfer.

7.4   If the Customer consents to appointment by Resman located within the EEA of a subcontractor located outside the EEA in compliance with the provisions of paragraph 8, then the Customer authorises Resman to enter into the appropriate SCC with the subcontractor in the Customer's name and on its behalf. Resman will make the executed SCC available to the Customer on request.

8.   Subcontractors

8.1   Resman may only authorise a third party (subcontractor) to process the Personal Data if:

(a)   the Customer is provided with an opportunity to object to the appointment of each subcontractor within 90 days after Resman supplies the Customer with full details regarding such subcontractor;

(b)   Resman enters into a written contract with the subcontractor that contains terms substantially the same as those set out in this Addendum, in particular, in relation to requiring appropriate technical and organisational data security measures, and, upon the Customer's written request, provides the Customer with copies of such contracts;

(c)   Resman maintains control over all Personal Data it entrusts to the subcontractor; and

(d)   the subcontractor's contract terminates automatically on termination of this Addendum for any reason.

8.2   Those subcontractors approved as at the commencement of the Contract are as set out in Annex A Part 1. Resman must list all approved subcontractors in Annex A and include any subcontractor's name and location and contact information for the person responsible for privacy and data protection compliance.

8.3   Where the subcontractor fails to fulfil its obligations under such written agreement, Resman remains fully liable to the Customer for the subcontractor's performance of its agreement obligations.

8.4   The Parties consider Resman to control any Personal Data controlled by or in the possession of its subcontractors.

8.5   On the Customer's reasonable written request, Resman will audit a subcontractor's compliance with its obligations regarding the Customer's Personal Data and provide the Customer with the audit results.

9.   Complaints, data subject requests and third-party rights

9.1   Resman must, at no additional cost, take such technical and organisational measures as may be appropriate, and promptly provide such information to the Customer as the Customer may reasonably require, to enable the Customer to comply with:

(a)   the rights of Data Subjects under the Data Protection Legislation, including subject access rights, the rights to rectify and erase personal data, object to the processing and automated processing of personal data, and restrict the processing of personal data; and

(b)   information or assessment notices served on the Customer by any supervisory authority under the Data Protection Legislation.

9.2   Resman must notify the Customer immediately if it receives any complaint, notice or communication that relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the Data Protection Legislation.

9.3   Resman must notify the Customer within 5 working days if it receives a request from a Data Subject for access to their Personal Data or to exercise any of their related rights under the Data Protection Legislation.

9.4   Resman will give the Customer reasonable co-operation and assistance in responding to any complaint, notice, communication or Data Subject request.

9.5   Resman must not disclose the Personal Data to any Data Subject or to a third party other than at the Customer's request or instruction, as provided for in this Addendum or as required by law.

10.   Term and termination

10.1   This Addendum will remain in full force and effect so long as:

(a)   the Contract remains in effect; or

(b)   Resman retains any Personal Data related to the Contract in its possession or control ("**Term**").

10.2   Any provision of this Addendum that expressly or by implication should come into or continue in force on or after termination of the Contract in order to protect Personal Data will remain in full force and effect.

10.3   If a change in any Data Protection Legislation prevents either party from fulfilling all or part of its Contract obligations, the parties will suspend the processing of Personal Data until that processing complies with the new requirements. If the parties are unable to bring the Personal Data processing into compliance with the Data Protection Legislation within 90 days, they may terminate the Contract on written notice to the other party.

11.   Data return and destruction

11.1   At the Customer's request, Resman will give the Customer a copy of or access to all or part of the Customer's Personal Data in its possession or control in the format and on the media reasonably specified by the Customer.

11.2   On termination of the Contract for any reason or expiry of its term, Resman will securely delete or destroy or, if directed in writing by the Customer, return and not retain, all or any Personal Data related to this Addendum in its possession or control, except for one copy that it may retain and use for six years for audit purposes only.

11.3   If any law, regulation, or government or regulatory body requires Resman to retain any documents or materials that Resman would otherwise be required to return or destroy, it will notify the Customer in writing of that retention requirement, giving details of the documents or materials that it must retain, the legal basis for retention, and establishing a specific timeline for destruction once the retention requirement ends.

11.4   Resman will certify in writing that it has destroyed the Personal Data within 21 days after it completes the destruction.

12.   Records

12.1   Resman will keep detailed, accurate and up-to-date written records regarding any processing of Personal Data it carries out for the Customer, including but not limited to, the access, control and security of the Personal Data, approved subcontractors and affiliates, the processing purposes, categories of processing, any transfers of personal data to a third country and related safeguards, and a general description of the technical and organisational security measures referred to in paragraph 5.1 (*Security*).

12.2   Resman will ensure that the Records are sufficient to enable the Customer to verify Resman's compliance with its obligations under this Addendum and Resman will provide the Customer with copies of the Records upon request.

12.3   The Customer and Resman must review the information listed in the Annexes to this Addendum annually to confirm its current accuracy and update it when required to reflect current practices.

13.   Audit

13.1   Resman will permit the Customer and its third-party representatives to audit Resman's compliance with its Addendum obligations, on at least 90 days' notice, during the Term. Resman will give the Customer and its third-party representatives all reasonable assistance to conduct such audits. The assistance may include, but is not limited to:

(a)   physical access to, remote electronic access to, and copies of the Records and any other information held at Resman's premises or on systems storing Personal Data;

(b)   access to and meetings with any of Resman's personnel reasonably necessary to provide all explanations and perform the audit effectively; and

(c)   inspection of all Records and the infrastructure, electronic data or systems, facilities, equipment or application software used to store, process or transport Personal Data.

13.2   The notice requirements in paragraph 13.1 will not apply if the Customer reasonably believes that a Personal Data Breach occurred or is occurring, or Resman is in breach of any of its obligations under this Addendum or any Data Protection Legislation.

13.3   If a Personal Data Breach occurs or is occurring, or Resman becomes aware of a breach of any of its obligations under this Addendum or any Data Protection Legislation, Resman will:

(a)   promptly conduct its own audit to determine the cause;

(b)   produce a written report that includes detailed plans to remedy any deficiencies identified by the audit;

(c)   provide the Customer with a copy of the written audit report; and

(d)   remedy any deficiencies identified by the audit within a reasonable period.

13.4   At least annually, Resman will conduct site audits of its Personal Data processing practices and the information technology and information security controls for all facilities and systems used in complying with its obligations under this Addendum, including, but not limited to, obtaining a network-level vulnerability assessment performed by a recognised third-party audit firm based on recognised industry best practices.

13.5   On the Customer's written request, Resman shall at its discretion not to be unreasonably withheld or delayed make all of the relevant audit reports available to the Customer for review. The Customer will treat such audit reports as Resman's confidential information under this Addendum.

13.6   Resman will promptly address any exceptions noted in the audit reports with the development and implementation of a corrective action plan by Resman's management.

14.   Warranties

14.1   Resman warrants and represents that:

(a)   its employees, subcontractors, agents and any other person or persons accessing Personal Data on its behalf are reliable and trustworthy and have received the required training on the Data Protection Legislation relating to the Personal Data;

(b)   it and anyone operating on its behalf will process the Personal Data in compliance with the Data Protection Legislation and other laws, enactments, regulations, orders, standards and other similar instruments;

(c)   it has no reason to believe that the Data Protection Legislation prevents it from providing any of the Contract's contracted services; and

(d)   considering the current technology environment and implementation costs, it will take appropriate technical and organisational measures to prevent the unauthorised or unlawful processing of Personal Data and the accidental loss or destruction of, or damage to, Personal Data, and ensure a level of security appropriate to:

(i)   the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage;

(ii)   the nature of the Personal Data protected; and

(iii)   comply with all applicable Data Protection Legislation and its information and security policies, including the security measures required in paragraph 5.1.

14.2   The Customer warrants and represents that Resman's expected use of the Personal Data for the Business Purposes and as specifically instructed by the Customer will comply with the Data Protection Legislation.

15.   Notice

15.1   Any notice or other communication given to a party under or in connection with this Addendum must be in writing and delivered to the respective Project Manager appointed by each Party as per clause 4.2 (Resman) and clause 10 (Customer) as updated by the parties from time to time.

15.2   Paragraph 15.1 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.

15.3   A notice of legal action given under this agreement is not valid if sent by email.

Annex A

Part 1

1.1   The Customer consents to Resman appointing the following subcontractor third party processors (as referred to in paragraph 8):

iland Europe Ltd

The Courtyard

High Street

Ascot

Berkshire SL5 7HP

United Kingdom

AMAZON WEB SERVICES EMEA SARL ("AWS EUROPE")

1 Principal Place

Worship Street

London

EC2A 2FA

UNITED KINGDOM

MICROSOFT LIMITED

Microsoft Campus

Thames Valley Park

Reading

Berkshire

RG6 1WG

UNITED KINGDOM

UKFAST.NET LIMITED

UKFast Campus

Birley Fields

Manchester

M15 5QJ

HOSTED DESKTOP UK LIMITED

Unit 24, Basepoint Business Centre

Yeoford Way

Marsh Barton Trading Estate

Exeter EX2 8LB

1.2   As third-party processors of Personal Data under the Contract. Resman confirms that it has entered or (as the case may be) will enter into a written agreement on the respective third-party processor's standard terms of business which continue to reflect the requirements of the Data Protection Legislation.

1.3   Subject to the limitations set out in clause 27 of the Conditions, as between the Customer and Resman, Resman shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this Addendum.

1.4   Either party may, at any time on not less than 30 days' notice, update this Addendum with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).

Part 2

ARTICLE 1 DATA SUBJECTS

Present and former job candidates, employees, contractors, agents and other collaborators of Client, as well as third parties who are appointed by the aforementioned persons as family members or contact persons.

ARTICLE 2 CATEGORIES OF PERSONAL DATA

1.1   The Personal Data transferred concerns all relevant information that is required to deliver the requested Services, which may include (a subset of) the following categories of data:

(a)   Personal details such as name, birth date, etc.

(b)   Contact details such as address, e-mail address, telephone number, etc.

(c)   Marital status and information on partner and children.

(d)   Payment details, including bank account number.

(e)   Employee number.

(f)   Job (description).

(g)   Employee contract data including but not limited to gross salary, compensations and other employee benefits.

(h)   Social security number (if required for government declarations).

(i)   Expenses.

(j)   Time registration and absence information.

(k)   Qualifications, including CV and references.

(l)   Information regarding education, training, etc. the Data Subject has received or will follow.

(m)   Information regarding personal development and evaluations.

(n)   Authentication Credentials to use the Services, such as username, IP address, PC Name, etc.

(o)   Activities performed by Client users in their use of the Services.

(p)   Any other category of Personal Data agreed upon between Parties in the relevant service exhibit, service particulars, order form, statement of work or any other document of the Contract.

1.2   Client's data fields can be partly configured as part of the implementation of the Services or as otherwise permitted within the scope of the Services.

ARTICLE 3 PURPOSES OF PROCESSING OF PERSONAL DATA

1.3   Personal Data will be Processed for the following purposes:

(a)   performance of the Services including but not limited to:

    (i)   Employee HR administration;

    (ii)   Payroll and employee benefits administration;

    (iii)   Compliance with social and fiscal Laws;

    (iv)   Management of employee development and training plans;

    (v)   Personal development and performance evaluation of employees; and

    (vi)   Work planning and organization.

(b)   Benchmarking and analytics.

(c)   Providing access to information systems and premises.

(d)   Continuous improvement and development of products, services and software.

(e)   Compliance with Data Protection Legislation and information security requirements.

(f)   Managing Resman's business operations, for example, claims management with and between Client, Resman, the Data Subject(s) and/or third parties, including beyond termination of the Contract for any reason whatsoever.

(g)   Any other purpose of Processing of Personal Data agreed upon between Parties in the relevant service exhibit, service particulars, order form, statement of work or any other document of the Contract.

1.4 For the avoidance of doubt, Personal Data will be Processed beyond termination of the Contract for the purposes established in the Contract.

Part 3: TECHNICAL AND ORGANISATIONAL MEASURES

Information Security Policy and Organisation of Information Security

1.1 Ownership for Security and Data Protection

Resman has appointed a Data Information and Security Officer responsible for coordinating and monitoring the security rules and procedures as well as data protection compliance.

1.2 Security Roles and Responsibilities

Security responsibilities of Resman co-workers are formally documented and published in security and privacy policies.

1.3 Risk Management Program

Resman executes periodical risk assessments of the implemented security controls.

1.4 Human Resources Security and Confidentiality obligations

Resman employees and co-workers are subject to written confidentiality obligations.

1.5 Security and privacy training

Resman informs its employees and co-workers about relevant security measures to protect Personal Data.

1.6 Termination

Resman ensures according to formal security administration procedures that access rights are timely and revoked upon termination.

1.7 Asset Management

Asset Inventory. Resman maintains an inventory of all computing equipment and media used. Access to the inventories is restricted to authorised Resman personnel.

1.8 Asset Handling

(a) Personal Data on portable devices are encrypted.

(b) Resman has procedures for securely disposing of media and printed materials that contain confidential data.

1.9 Cryptography

Encryption of Personal Data is performed according to formal processes and encryption standards. Encryption mechanisms follow the highest standards available, only using strong ciphers.

1.10 Physical and Environmental Security

(a) Physical Access to Facilities

(i) Resman limits access to facilities where Personal Data are processed to identified and authorized individuals.

(ii) Physical access to data centres is only granted following a formal authorization procedure and access rights are reviewed periodically.

1.11 Protection from Disruptions.

Resman uses a variety of industry standard systems to protect its data centres against loss of data due to power supply failure, fire and other natural hazards.

Access Control

1.12 Access Policy

Resman enforces an access control policy based on least privileges principles.

1.13 Access Authorisation

(a) Resman has implemented and maintains an authorisation management system that controls access to systems containing Personal Data.

(b) Every individual accessing systems containing Personal Data has a separate, unique identifier/username.

(c)   Resman restricts access to Personal Data to those individuals who require such access to perform their job function.

1.14   Authentication

(a)   Resman uses industry standard practices to identify and authenticate Users who attempt to access Resman network or information systems, including strong authentication.

(b)   Where Authentication Credentials are based on passwords, Resman requires that the passwords are sufficiently complex.

(c)   De-activated or expired identifiers/usernames are not granted to other individuals.

(d)   Accounts will be locked out in case of repeated attempts to gain access to the information system using an invalid password.

(e)   Resman maintains practices designed to ensure the confidentiality and integrity of passwords when they are assigned and distributed, and during storage.

1.15   Network access

Resman maintains control measures (e.g. firewalls, security appliances, network segmentation) to provide reasonable assurance that access from and to its networks is appropriately controlled.

1.16   Operations Security and Data Recovery Procedures

(a)   On an ongoing basis, but in no case less frequently than once a day (unless no data has been updated during that period), Resman maintains backup copies of Personal Data for recovery purposes.

(b)   Resman stores copies of Personal Data and data recovery procedures in a different place from where the primary computer equipment processing the Personal Data is located.

1.17   Malicious Software

Resman maintains anti-malware controls to help avoid malicious software gaining unauthorised access to Personal Data.

1.18   Security updates

Security patches are installed following a documented security patch management process.

1.19   Event Logging

Resman logs access and use of its information systems containing Personal Data, registering the access ID, time and relevant activity.

1.20   Communications Security and Network Segregation

Resman has implemented a network segmentation policy and controls to avoid individuals gaining access to communication and systems for which they have not been authorised.

1.21   Transfer outside own network

Resman or authorised sub processors encrypt, or provide the mechanisms to Client to encrypt Client information that is transferred across public networks.

1.22   Information Transfer

(a)   Any transfer of Personal Data to third parties is only performed when authorised under the Contract and following the execution of a formal written non-disclosure agreement.

(b)   System Acquisition, Development & Maintenance Security Requirements.

(c)   Requirements for protecting data and systems are analysed and specified.

1.23   Change Control

Resman has implemented a formal change management process to ensure changes to operational systems and applications are performed in a controlled way.

Supplier Relationships

1.24   Supplier Selection

Resman maintains a selection process by which it evaluates the security and privacy practices of a subcontractor with regard to data handling.

1.25   **Contractual Obligations**

Suppliers with access to Personal Data are subject to data protection and security obligations and where appropriate these are formally integrated into supplier contracts.

Information Security Incident Management

1.26   **Incident response.**

(a)   Resman maintains a record of security breaches with a description of the breach, the time period, the consequences of the breach, the name of the reporter, and to whom the breach was reported.

(b)   Incident notification. For each security breach that impact the confidentiality or integrity of Personal Data, notification by Resman will be made without unreasonable delay.

Business Continuity Management

1.27   **Disaster Recovery**

Resman maintains a disaster recovery program ("**DRP**").

1.28   **Redundancy**

Resman's redundant storage and its procedures for recovering data are designed to attempt to reconstruct Personal Data in its last-replicated state from before the time it was lost or destroyed.

Compliance

1.29   **Security Reviews**

Information security controls are independently audited and reported to management on a periodical basis.