
QUOTE TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS GOVERN THE SALE OF PRODUCTS AND SERVICES BY **AHEAD UK SOLUTIONS LIMITED**, A COMPANY INCORPORATED IN ENGLAND AND WALES WITH REGISTERED NUMBER 12370899 AND REGISTERED OFFICE ADDRESS AT 310 WHARFEDALE ROAD, WINNERSH TRIANGLE, WOKINGHAM, BERKSHIRE, UNITED KINGDOM, RG41 5TP (“**AHEAD**”) TO THE BUSINESS ENTITY IDENTIFIED IN THE APPLICABLE ORDER (“**CLIENT**”).

AHEAD AND ITS AFFILIATES DO NOT ACCEPT AND EXPRESSLY OBJECT TO AND REJECT ANY TERMS AND CONDITIONS OR OTHER WRITING ON ANY CLIENT PURCHASE ORDER OR ACKNOWLEDGEMENT WHICH IS DIFFERENT FROM OR ADDITIONAL TO THESE TERMS AND CONDITIONS INCLUDING, WITHOUT LIMITATION, ANY EFFORT TO NEGATE THE TERMS AND CONDITIONS SET FORTH HEREIN OR IN THE QUOTE. NO MODIFICATION OR WAIVER OF THESE TERMS AND CONDITIONS WILL BE EFFECTIVE AGAINST AHEAD UNLESS SPECIFIED IN WRITING AND SIGNED BY AHEAD. AHEAD’S RECEIPT OF (I) A SIGNED QUOTE, (II) A WRITTEN ORDER REFLECTING THE CONTENTS OF THE QUOTE, OR OTHERWISE INCORPORATING THE QUOTE BY REFERENCE, OR (III) PAYMENT FOR THE PRODUCTS AND/OR SERVICES AS SET FORTH IN THE QUOTE, IN EACH CASE FROM CLIENT, SHALL CONSTITUTE CLIENT’S ACCEPTANCE OF THESE TERMS AND CONDITIONS, INCLUDING ANY ADDITIONAL TERMS IN THE APPLICABLE QUOTE, AND CONSTITUTE FORMATION OF THE CONTRACT.

1. DEFINITIONS AND INTERPRETATION

- 1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Affiliate”	means, in relation to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with that Party.
"Additional Charges"	means all applicable local sales taxes (including VAT), shipping and packing charges, expenses associated with the sale, transportation or storage of Products supplied as part of the Services, and any other tariffs and similar charges imposed on or in connection with the performance or delivery of Services, as further described in Clause 2.1;
“Applicable Laws”	means all laws, statutes, regulations, and similar instruments from time to time in force applicable to the Parties, the Services, and to the Contract;
“Confidential Information”	means, in relation to either Party, all non-public, confidential, and/or proprietary information which is disclosed to that Party by the other Party pursuant to or in connection with the Contract (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such) including but not limited to information which relates to a Party’s business practices, finances, clients, customers, prices, products, services, and intellectual property;
“Contract”	means the contract entered into by way of an Order between Ahead and the Client for the Products and/or Services, subject to these Terms and Conditions;

“Data Protection Law”	means all applicable legislation and/or laws in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the UK GDPR (as defined in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018; the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended;
“Deliverables”	means any work product, documentation, reports, software, configurations, or other materials created or developed by Ahead specifically for Client in the course of providing the Services, pursuant to the applicable Quote and/or Specifications;
“Fees”	means any and all sums due under the Contract from the Client to Ahead in consideration of the Products and/or Services, as set out in Clause 2 (Fees, Payment, Order Acceptance and Cancellation), and for the avoidance of doubt excludes Additional Charges and any other amounts separately recoverable by Ahead under the Contract;
“Intellectual Property Rights”	means patents, rights to inventions, copyright and related rights, moral rights, trademarks, service marks, business names, domain names, rights in get-up and trade dress, goodwill and the right to passing off actions, design rights, database rights, rights subsisting in software, rights to use confidential information and the right to protect the same, and any and all other intellectual property rights, whether registered or unregistered, including applications and the right to apply for (and be granted) renewals or extensions of, and rights to claim priority from, any such rights and any and all equivalent rights or other forms of protection subsisting now or in the future anywhere in the world;
“Order”	means either (a) the Client’s written purchase order for the Products and/or Services, which shall incorporate the applicable Quote by reference, or (b) Ahead’s Quote for Products and/or Services as signed by the Client;
“Price” or “Prices”	Means the price(s) for Products and/or Services as set out in the applicable Quote on the basis of which the Fees are calculated, as further described in Clause 2.1;
“Products”	means all hardware, appliances, equipment, software (including microcode, firmware, and operating system software used in connection with hardware and equipment), as well as third-party support, professional, maintenance, or managed services and all other goods which are manufactured, licensed, or provided by a Vendor and resold by Ahead to Client.
“Services”	means the services to be provided by Ahead to the Client as set forth in the applicable Quote;
“Specifications”	means the full description and specification of the Services to be provided by Ahead, and as agreed in writing by the Client and Ahead. Such specification shall be full and final, unless agreed otherwise in writing by Ahead.
“Terms and Conditions”	means these terms and conditions as set out in this agreement and as amended or supplemented at the relevant time, which together with the applicable Order and Quote form part of the Contract;
“Quote”	means the written submission by Ahead to Client that specifies the Products and/or Services to be provided, including but not limited to quantities thereof, the applicable Fees, and the Vendor’s applicable End User Terms.
“Vendor”	means third party manufacturers, vendors, licensors, or providers of Products (not Ahead).

1.2 Any reference to “writing”, and any similar expression, includes a reference to any

communication sent by fax or email.

- 1.3 Unless expressly stated otherwise, legislation or a provision thereof is a reference to that legislation or provision as amended or re-enacted from time to time.
- 1.4 Unless expressly stated otherwise, legislation or a provision thereof, shall include all subordinate legislation made from time to time under that legislation or provision.
- 1.5 A reference to a "Party" or the "Parties" refer to the parties to the Contract.
- 1.6 A reference to any other agreement or document is a reference to that agreement or document as amended or supplemented at the relevant time.
- 1.7 Any obligation on either Party not to do a particular thing includes an obligation to not allow that thing to be done.
- 1.8 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of the Contract.
- 1.9 Words communicating the singular number shall include the plural and vice versa.
- 1.10 References to any gender shall include any other gender.
- 1.11 References to persons shall include natural persons, corporate, or unincorporated bodies (whether or not the same have a separate legal personality).

2. FEES, PAYMENT, ORDER ACCEPTANCE AND CANCELLATION

- 2.1 Prices, Fees & Additional Charges. The Price(s) for Products and/or Services shall be set out in the applicable Quote and will be valid for the time period as set forth therein, provided, however, that Ahead reserves the right, by giving notice to Client at any time before delivery of the Products or the completion of Services, as applicable, to increase the price of Products or Services to reflect any factor beyond the control of Ahead, including, without limitation, changes in the price charged to Ahead by the Product manufacturer. Client acknowledges that Prices for Products and/or Services are based upon the specifications as provided by Client and any deviation or changes requested by Client may result in an increase in Price. Prices shall not include, and the Client shall be responsible for: i) all applicable local sales, taxes, such as VAT, ii) any shipping or packing charges, iii) any other expenses associated with the sale and transportation or storage of the products supplied as part of the Services, or iv) any other tariffs and similar charges imposed or in connection with the performance or delivery of Services ("Additional Charges"). Ahead shall provide an estimate of the Additional Charges on the Quote; such Additional Charges, as quoted, may vary from the actual Additional Charges as invoiced, which invoiced amounts shall take precedence and shall be payable by Client. The Fees shall be the full and only consideration payable to Ahead with respect to its provision of the Products and/or Services, excluding Additional Charges and any other amounts recoverable under the Contract.
- 2.2 Invoicing. Ahead shall invoice Client: (i) upon shipment of Products; and (ii) on intervals as set forth in the Quote for Services or, if not set forth on the Quote, upfront. Fees for Products and/or Services are due and payable within 30 days from the date of the invoice, and Ahead may require prepayment as part of delivery of the Service. Unless disputed strictly in accordance with Clause 2.3, each invoice shall be conclusive evidence of the amounts due.
- 2.3 Invoice Disputes. If the Client receives an invoice and bona fide believes in good faith that a specific amount on that invoice is incorrect, it may dispute only that specific amount as follows:
 - a) the Client shall notify Ahead in writing as soon as reasonably possible and practicable but in any case, before the invoice due date, specifying in reasonable detail the grounds for the dispute and providing at the same time all evidence reasonably required by Ahead to verify the disputed invoice;

- b) the Client shall not be deemed to be in breach of the Contract for failure to pay only those sums properly disputed in accordance with this Clause 2.3 while such dispute is ongoing;
- c) the Client will pay any sum of the invoice(s) which is not in dispute, and any portion of a disputed invoice not genuinely disputed, by the due date;
- d) following the resolution of the dispute, which the parties will negotiate in good faith to attempt to resolve it, the Client shall pay the sum agreed between the Parties, including any interest charged on that sum by Ahead, on sums found or agreed to be due, from the due date until the date of payment.
- e) if the parties, acting reasonably, have not resolved the dispute within 30 days of the Client giving notice to Ahead, or if Client fails to pay any undisputed amount when due, or otherwise breaches the Contract in a manner that affects Ahead's performance or credit risk, Ahead may suspend the delivery of Products and/or the provision of Services, and the dispute shall be referred to and finally resolved by the courts of England and Wales in accordance with Clause 17 (Law and Jurisdiction).
- f) All amounts owed to Ahead by the Client under the Contract shall become immediately due and payable on termination of the Contract for any reason.

2.4 Interest. Notwithstanding anything herein to the contrary, all overdue amounts payable to Ahead under the Contract shall incur interest from the due date until payment in full. Interest under this clause will accrue each day at 8% a year above the Bank of England's base rate from time to time, but at 8% a year for any period when the base rate is below 0%, without prejudice to Ahead's rights under the Late Payment of Commercial Debts (Interest) Act 1998. Client shall be liable for, and shall indemnify and hold Ahead harmless from and against, any damages, costs, expenses, and fees (including but not limited to reasonable attorneys' fees) incurred by Ahead as a result of any action or proceeding taken by Ahead to collect any portion of the overdue amounts payable hereunder.

2.5 Order Acceptance. An Order is not binding upon Ahead unless and until accepted by Ahead in writing. Ahead shall be entitled to revoke its acceptance of any Order if, at any time prior to the shipment of the Products covered thereby or commencement of Services, Ahead becomes aware of a change in the financial position of Client which would, in Ahead's reasonable opinion, affect Client's ability to perform its obligations hereunder, if Client fails to provide any requested assurance of payment or prepayment, or if the applicable Vendor declines to sell the applicable Product, or any portion of the Product, under the Quote for any reason whatsoever. In such instance, Ahead's sole obligation shall be to return to Client any pre-paid Fees actually received by Ahead for Products or Services not supplied, less any non-cancellable commitments, restocking charges, and costs or liabilities incurred by Ahead in connection with the Order.

2.6 No Cancellation. Client shall have no right to cancel an Order once received by Ahead, except as approved in Ahead's sole discretion. If Ahead agrees to any cancellation, Client shall pay, on demand, all Fees for Products and/or Services performed, delivered, ordered, committed, reserved, configured, procured or allocated as of the cancellation date, together with all Vendor cancellation charges, restocking fees, de-installation and return costs, third-party charges, and any other losses, costs, liabilities, or expenses incurred by Ahead arising out of or in connection with such cancellation. Any provision of the Contract which either expressly or by implication is intended to continue in force or come into force after or upon the cancellation or expiry of the Contract shall remain in full force and effect.

2.7

3. **CONFIDENTIALITY**

- 3.1 Each Party undertakes to, except as expressly provided in this Contract, at all times during the term of the Contract and for three (3) years after its termination or expiry:
- a) keep confidential all Confidential Information;

- b) not disclose any Confidential Information to any third party;
 - c) not use any Confidential Information for any purpose other than as contemplated by the Contract; and
 - d) ensure that all of its and its Affiliates' employees, directors, officers, and agents maintain the confidentiality of such Confidential Information.
- 3.2 Subject to sub-Clause 3.3, either Party, as applicable, may disclose Confidential Information to:
- a) any sub-contractors or Vendors, or Affiliates of Ahead;
 - b) any governmental or other authority or regulatory body;
- 3.3 Disclosure under sub-Clause 3.2 may be made only to the extent that it is strictly necessary for the purposes contemplated by the Contract, or as required by law. In each case, the disclosing Party must first ensure that the third-party to whom Confidential Information is to be disclosed is bound by a written undertaking, no less protective than this Clause 3, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made, except that no such undertaking shall be required where disclosure is made to a governmental or other authority or regulatory body pursuant to sub-Clause 3.2(b).
- 3.4 The provisions of this Clause 3 shall continue in force in accordance with their terms, notwithstanding the termination or expiry of the Contract for any reason.

4. LIMIT OF LIABILITY

- 4.1 References in this Clause 4 to "liability" shall include liability arising under or in relation to the Contract including, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution, or otherwise.
- 4.2 Nothing in the Contract shall limit or exclude either Party's liability for:
- a) death or personal injury caused by negligence;
 - b) fraud or fraudulent misrepresentation;
 - c) for the wilful misconduct of either that Party or that of its employees or agents; or
 - d) Liability for deliberate default (which, for the purpose of this sub-clause represents any act or omission resulting in one party incurring liability to the other), or any other liability which cannot be excluded or limited under the applicable law.
- 4.3 Nothing in this clause shall limit or exclude the Client's liability for its payment obligations under the Contract.
- 4.4 Subject to clause 4.2, the total liability of Ahead to the Client under or in relation to the Contract for any and all related or unrelated acts or omissions, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to, and shall not exceed, the total Fees paid or payable by Client under the Order giving rise to the claim.
- 4.5 Ahead shall not be liable under or in relation to the Contract for any such losses suffered by the Client, whether directly or indirectly, or whether immediate or consequential:
- a) loss of profits;
 - b) loss of sales or business;
 - c) loss of business opportunity;
 - d) loss of agreements or contracts;
 - e) loss of anticipated savings;
 - f) loss or corruption of data or information;
 - g) loss or corruption of software;
 - h) loss of, or damage to, goodwill; or

- i) indirect or consequential loss.

5. SALE OF PRODUCTS

- 5.1 Warranties. All Products, and the components and materials utilized in any assembled or customized Products, are subject to the end user terms and conditions, end user license agreement, or the like, as provided by the applicable Vendor (the “End User Terms”). Client acknowledges that its rights and remedies with respect to the Products are solely as set forth in the End User Terms. Notwithstanding the foregoing, Ahead represents and warrants that title and/or license to the Products shall be good and its transfer rightful. Notwithstanding anything contained herein to the contrary, to the extent a Vendor requires Products to be installed by Ahead, or such Vendor in order for a warranty to be valid, neither Ahead nor the Vendor shall provide a warranty for any Products which are not installed by Ahead or the Vendor. EXCEPT AS SET FORTH HEREIN, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AHEAD MAKES NO OTHER WARRANTIES, WRITTEN OR ORAL WITH RESPECT TO PRODUCTS. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY SPECIFICALLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE.
- 5.2 Shipment, Delivery, Inspection and Returns. Client acknowledges and understands that Product delivery dates are estimates only and are not guaranteed. Title to and all risk of loss or damage to Products shall pass to Client upon delivery to the carrier at the Vendor’s facility. Additional Charges (as defined above) shall be pre-paid by Ahead and invoiced to Client. Client shall have three (3) days from the date of delivery to inspect and accept or reject the Products solely for visible damage or shortage (the “Inspection Period”). Unless rejected in writing before expiry of the Inspection Period, or if the Client uses, installs, integrates, resells, transfers, or otherwise deals with any Products, all Products shall be deemed irrevocably accepted by Client. Client acknowledges and agrees that, unless Products are rejected before expiry of the Inspection Period, it shall have no right to return Products to Ahead and Ahead shall have no obligation to accept returns.
- 5.3 Remedies. In the event that Client rejects Products as set forth in Clause 5.2 above, Ahead shall, at its option, either: (i) repair or replace such Product(s); or (ii) if Products cannot be repaired or replaced, refund the Fees paid by Client for such Products.
- 5.4 Software Products and Licensing. Client agrees to comply with all Vendor requirements relating to any software Products sold hereunder, including with regard to proprietary and similar rights in and to any intellectual property (and shall comply with any requirement to enter into a separate license agreement and prohibitions against duplicating or disclosing the same), even if Ahead has broken the seal on any “shrink wrapped” software. If Client provides or makes available to Ahead any intellectual property, materials, content, data, specifications, instructions, software, or other items, Client warrants that it has all necessary legal rights, licences, consents, and permissions for Ahead and its subcontractors to use the same for the purposes of performing the Contract. Client will indemnify Ahead, its Affiliates, and their respective personnel against and hold them harmless from any and all liability, cost, expense, loss, damages, claims, demands, actions, and proceedings arising from or in connection with any breach or purported breach of this Clause 5.4, including any allegation that Ahead’s receipt, possession, use, processing, modification, hosting, transfer, or other exploitation of any such item infringes, misappropriates, or otherwise violates the rights of any third party or breaches Applicable Laws.

6. PROVISION OF SERVICES

- 6.1 Ahead Obligations. Services shall be provided by qualified Ahead personnel (or subcontractors) in a professional and workmanlike manner, in accordance with generally accepted industry standards applicable to service providers in the United Kingdom, and in accordance with Applicable Laws. Services shall commence on the dates set forth in the Quote. Ahead shall use

reasonable efforts to meet any performance dates set out in the Order. Ahead shall not be liable for delays caused by Client's failure to provide information, access, decision, systems, equipment, or other required cooperation from the Client and/or third parties. Performance dates shall be estimates only, however, and time shall not be of the essence in the provision of the Services, unless expressly set out in the Order.

- 6.2 Services Warranties. Ahead shall perform Services in accordance with the Specifications. Ahead warrants that the Services and related Deliverables shall meet the Specifications upon the date of delivery or completion, as applicable, and for thirty (30) days therefrom, provided that the Services and/or Deliverables have not been modified in any way (the "Limited Warranty"). In the event of a breach of the Limited Warranty, and provided Client notifies Ahead in writing within the Limited Warranty, Ahead shall promptly: (i) repair the non-conforming Services and/or Deliverables; (ii) replace the non-conforming Services and/or Deliverables; or, if repair or replacement are not possible, (iii) refund Client the Fees paid for the non-conforming Services and/or Deliverables. For clarity, the Limited Warranty does not extend to, and Ahead explicitly disclaims responsibility or liability for, any Products, Client materials, or third-party components incorporated into any Deliverables. EXCEPT AS SET FORTH HEREIN, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AHEAD MAKES NO OTHER SERVICES WARRANTIES, WRITTEN OR ORAL. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY SPECIFICALLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE.
- 6.3 Client Obligations. Client represents and warrants that all information that it provides to Ahead in connection with the Contract shall be complete and accurate. Client agrees that any inaccurate information provided may materially impact the Specifications, the performance dates, and the Fees due and payable for the Services. Client shall provide: (i) timely cooperation upon request; and (ii) all information, materials, equipment, and access to Client resources and premises, as required for Ahead's performance of the Services. Client will inspect all Services and/or Deliverables within five (5) days of completion or delivery thereof, as applicable. Unless rejected within such five (5) days period, or if Client uses any Services and/or Deliverables in production, for business operations, or for any purpose other than reasonable testing, or if Client fails to provide Ahead with information reasonably requested to assess an alleged non-conformity, all Services and/or Deliverables will be deemed accepted.
- 6.4 Intellectual Property. Intellectual Property Rights in the Deliverables created specifically by Ahead for Client pursuant to the Order become the property of Client following full payment by Client for all Services rendered and expenses related thereto. Notwithstanding the foregoing, Ahead shall retain sole and exclusive ownership of Ahead's proprietary or licensed tools, templates, methods, know-how, and other Intellectual Property Rights, pre-existing or otherwise, including generalised enhancements and derivatives thereto ("Ahead IP"). To the extent any Ahead IP is incorporated into any Deliverable(s), Ahead grants to Client a royalty-free, worldwide, non-exclusive and non-transferable licence to use the Ahead IP incorporated into the Deliverables.
- 6.5 Data Protection. Both Ahead and Client shall each comply with all applicable data protection requirements set out in the Data Protection Law in their performance under this Contract. This Clause 6.5 shall not relieve either Party of any obligations set out in the Data Protection Law and does not remove or replace any of those obligations. Client shall ensure that it has all necessary rights, consents, notices, lawful bases, and permissions to enable Ahead lawfully to provide the Products and/or Services and to process any personal data or other regulated data made available by or on behalf of Client in connection with the Contract. Ahead may suspend performance, without liability, to the extent Ahead reasonably believes that any instruction, data, material, environment, access method, or requested activity of Client is non-compliant with Applicable Laws or exposes Ahead or its subcontractors to security, regulatory, or legal

risk. If Ahead will process any personal data on behalf of Client in connection with its performance under this Contract, the terms set forth in Schedule 1 shall apply.

7. **FORCE MAJEURE**

- 7.1 For the purposes of the Contract, “Force Majeure Event” means, in relation to Ahead, any circumstances beyond Ahead’s reasonable control including, but not limited to, any strike, lockout, or other form of industrial action; shortage of components or raw materials; lack of, interruption to, or failure of any utility service, or lack of available facilities; non-performance by third-party sub-contractors beyond Ahead’s reasonable control; collapse of buildings, fire, explosion, accident, acts of God, storm, flood, drought, earthquake, epidemic, pandemic, or other natural disaster; terrorist attack, civil commotion or riots, war, civil war, threat of preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off diplomatic relations; nuclear, chemical, or biological contamination, or sonic boom; or any law or action taken by a government or public authority including, but not limited to, imposing an export or import restriction, quota, or prohibition, or failing to grant a necessary licence or consent, or any similar or dissimilar circumstances.
- 7.2 If any Force Majeure Event occurs which affects or may affect Ahead’s performance of its obligations under the Contract, Ahead shall notify the other Party as soon as reasonably possible and practicable of the nature and extent of the circumstances in question. Ahead shall use reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 7.3 Ahead shall not be deemed to be in breach of the Contract nor shall Ahead otherwise be liable for any delay in performance or non-performance of any of its obligations under the Contract to the extent that performance of that obligation is prevented, hindered, or delayed by a Force Majeure Event, and the time for that performance shall be extended accordingly.

8. **NO WAIVER**

No failure or delay by Ahead in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by Ahead of a breach of any provision of the Contract shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

9. **FURTHER ASSURANCE**

The Client shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of the Contract into full force and effect.

10. **VARIATION**

Other than as set out in these Terms and Conditions, no variation of the Contract including, but not limited to, the introduction of any additional terms and conditions, shall be effective unless it is made in writing and signed by Ahead (or their authorised representatives).

11. **SEVERANCE**

In the event that one or more of the provisions of the Contract is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of the Contract. The remainder of the Contract shall be valid and enforceable.

12. **ASSIGNMENT**

The Contract shall be personal to the Client, and therefore Client may not assign, or sub-licence, transfer or otherwise delegate any of its rights thereunder, or sub-contract or otherwise delegate any of its obligations thereunder without the prior written consent of Ahead, such consent will not relieve the Client of its obligations and liabilities hereunder.

13. **THIRD PARTY RIGHTS**

No part of the Contract shall be intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Contract.

14. RELATIONSHIP OF THE PARTIES

Nothing in the Contract shall constitute or be deemed to constitute a partnership, joint venture, agency, or other fiduciary relationship between the Parties other than the independent contractor, solely responsible for the manner and the form in which Ahead fulfils the Specifications as provided for in this Contract.

15. NOTICES

- 15.1 All notices under the Contract shall be in writing and deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.
- 15.2 All notices under the Contract shall be addressed to Ahead as notified in writing by Ahead to the Client from time to time, and to the Client at the address set out in the applicable Order, or such other address as notified in writing by the Client to Ahead from time to time.

16. ENTIRE AGREEMENT

- 16.1 This Contract together with the Order(s) constitutes the entire agreement between the Parties with respect to its subject matter. No failure or delay of either party to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. A waiver of any rights or remedy shall only be effective if given by Ahead in writing and shall not be deemed a waiver of any subsequent breach of default by the Client.
- 16.2 The Client acknowledges that, in entering into the Contract, it shall not rely on any representation, warranty, assurance or other provision (made innocently or negligently) except as expressly provided in this Contract.

17. LAW AND JURISDICTION

- 17.1 The Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 17.2 Any dispute, controversy, proceedings or claim between the Parties relating to the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

SCHEDULE 1

Definitions

- 1.1 Words and phrases which have defined meanings in Data Protection Law have the same meaning when used in these Conditions.
- 1.2 For the purposes of this Schedule 1: "Client Personal Data" means any personal data (as defined in Data Protection Law) relating to identified or identifiable natural persons that is provided by or on behalf of Client to Ahead in connection with the Contract for processing by Ahead in the provision of the Services. "Purpose" means the processing of Client Personal Data as necessary for Ahead to provide the Services to Client in accordance with the Contract and this Schedule 1. "Users" means the individuals authorised by Client to access and use the Services on Client's behalf, as further identified in the applicable Order.

Terms

- 2.1 Without prejudice to clause 6.5, the Client shall ensure that it has all necessary consents and notices in place to enable the personal data to be lawfully transferred to or collected by Ahead in connection with the performance of the Contract.
- 2.2 In relation to the personal data, the scope, nature, purpose and duration of processing by Ahead and the types of personal data and categories of data subject are set out in the Order:
- (a) **Subject matter:** Client Personal Data
 - (b) **Nature and purpose of processing:** Ahead will process personal data for the purposes of providing the Services to the Client in accordance with this Contract.
 - (c) **Duration of processing:** The term of the Agreement plus the period from the end of the term until the deletion or return of all personal data by Ahead.
 - (d) **Types of personal data:** Names, contact details (company, email, phone, physical business address).
 - (e) **Categories of data subject:** Prospects, customers, business partners, and vendors of Client (who are natural persons) and Client's Users authorized by Client to use the Services.
- 2.3 Ahead shall:
- (a) process personal data only on the documented instructions of the Client, which are to process the personal data as necessary to provide the Services (**Purpose**), unless Ahead is required by applicable law to otherwise process that personal data. Where Ahead is relying on applicable law as the basis for processing personal data, Ahead shall notify the client of this before performing the processing unless prohibited from doing so by applicable law. If Ahead believes that any instruction received from the Client is likely to infringe applicable laws, Ahead shall inform the Client and may suspend the provision of the Services until the parties have agreed revised instructions which are not infringing.
 - (b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

- (c) ensure that any personnel engaged and authorised by Ahead to process personal data are obliged to keep that personal data confidential.
- (d) assist the Client insofar as this is possible (taking into account the nature of the processing and the information available to Ahead), and at the Client's cost and written request, in responding to any request from a data subject, and in ensuring the Client's compliance with its obligations under Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with the Information Commissioner or other regulators, in relation to personal data;
- (e) notify the Client without undue delay on becoming aware of a personal data breach in relation to the personal data.
- (f) at the written direction of the Client, delete or return to the Client all personal data on termination of the Contract unless Ahead is required by applicable laws to continue to process that Personal Data. Personal data shall be considered deleted where it is put beyond further use by Ahead; and
- (g) make available information to the Client to demonstrate its compliance with this Schedule 1. In the event of an audit for the purpose of this Schedule, Ahead may permit to an authorized third-party strictly subject to that auditor signing a confidentiality agreement with Ahead on terms reasonably satisfactory to Ahead.

2.4 The Client provides its prior, general authorisation for Ahead to:

- (a) appoint processors to process the personal data, provided that Ahead:
 - (i) ensures that the terms on which it appoints any processor comply with Data Protection Laws, and are consistent with the obligations imposed on Ahead in this Schedule 1;
 - (ii) remains responsible for the acts and omissions of any processor as if they were the acts and omissions of Ahead; and
 - (iii) informs the Client of any intended material changes concerning the addition or replacement of processors, giving the Client the opportunity to reasonably object to changes. If the Client, acting reasonably, objects to a change and cannot demonstrate, to Ahead's reasonable satisfaction, that the objection is due to an actual or likely breach of Data Protection Law, the Client shall indemnify Ahead for any losses incurred by Ahead in accommodating the objection; and
- (b) transfer personal data outside of the UK as required for the Purpose, provided that Ahead shall ensure that all transfers are effected in accordance with Data Protection Laws. For these purposes, the Client shall promptly comply with any reasonable request of Ahead, including any request to enter into standard data protection clauses adopted by the Information Commissioner (where the UK GDPR applies to the transfer) or any other applicable data protection regulator.

3. For information on the processors engaged by Ahead, see trust.ahead.com