

MCI SYSTEMS LTD
General Conditions of Sale

1. **DEFINITIONS**

- 1.1 "**Additional Services**" the additional services (which excludes any Support Services) (if any), as further detailed in the Proposal or as otherwise agreed by MCI Systems in writing.
- 1.2 "**Conditions**" these MCI Systems general conditions of sale, as amended from time to time in accordance with clause 16.3.
- 1.3 "**Contract**" the contract between the Customer and MCI Systems for the sale and purchase of the Equipment, the Software, the Support Services and/or the Additional Services in accordance with these Conditions.
- 1.4 "**Customer**" the person who purchases Equipment, Software, the Support Services and/or Additional Services from MCI Systems.
- 1.5 "**Delivery Date**" the date specified by MCI Systems for delivery of the Equipment to the Delivery Location.
- 1.6 "**Delivery Location**" means the warehouse or other address where MCI Systems agrees to deliver the Equipment.
- 1.7 "**Deposit**" a non-refundable deposit in the amount(s) stated in the Proposal.
- 1.8 "**Equipment**" the equipment supplied by MCI Systems (if any), as set out in the Proposal.
- 1.9 "**Intellectual Property Rights**" patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.
- 1.10 "**Licence Period**" has the meaning given in clause 5.2.
- 1.11 "**MCI Systems**" (company number 04422204) and whose registered office is at St Philips Point, Temple Row, Birmingham, England, B2 5AF.
- 1.12 "**Proposal**" the proposal or order for the supply of Equipment, Software, Support Services and/or Additional Services.
- 1.13 "**Site**" the Customer's premises where MCI Systems agrees in writing that the Software can be used.
- 1.14 "**Software**" the software specified in the Proposal (if any).
- 1.15 "**Specification**" any specification for the Equipment and/or Software, including any related plans and drawings, in the form approved by MCI Systems.
- 1.16 "**Support Services**" means the services provided by MCI Systems to support the Software, as further detailed in the Proposal.
- 1.17 A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- 1.18 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). A reference to **writing** or **written** includes email. Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be interpreted as illustrative and shall not

limit the sense of the words preceding those terms. Except where the context otherwise requires, words in the singular shall include the plural and vice versa.

2. **CONTRACT FORMATION**

- 2.1 These Conditions apply to the Contract to the exclusion of any terms that the Customer seeks to impose or incorporate, or which are implied by law, trade, custom, practice or course of dealing.
- 2.2 The Proposal constitutes an offer by the Customer to purchase the Equipment, the Software, the Support Services and/or the Additional Services each as specified in the Proposal.
- 2.3 MCI Systems may require the Customer to pay a Deposit for the Software and an additional Deposit for the Equipment as a condition to its acceptance of the Proposal. The Proposal shall only be deemed to be accepted when MCI Systems confirms in writing that it has received the Deposit(s) (if any) in full from the Customer and the Proposal is accepted (**Start Date**), at which point the Contract shall come into existence. The Contract shall continue to run unless and until terminated in accordance with these Conditions. If, during the term, the Customer wishes to purchase any additional goods or services (including any additional software) it shall inform MCI Systems who may (but shall not be obliged) to prepare a new Proposal which shall (unless otherwise agreed by MCI Systems in writing) be subject to these Conditions and form part of the Contract.
- 2.4 The Customer shall give MCI Systems all necessary information that MCI Systems requires to fulfil each Proposal and the Contract.
- 2.5 A quotation for the Equipment, the Software, the Support Services and/or the Additional Services shall not constitute an offer and shall only be valid for 30 days from the date of its issue.

3. **SPECIFICATION**

- 3.1 To the extent that the Software and/or the Equipment is to be manufactured in accordance with a Specification containing any information or requirements provided by the Customer, the Customer warrants that MCI System's use of the Specification will not infringe any third-party Intellectual Property Rights.
- 3.2 MCI Systems reserves the right to vary the technical specification of the Equipment and Software (including any Specification): (a) if required by any applicable statutory or regulatory requirement; (b) to improve the facilities or performance of the Equipment and/or Software supplied; and/or (c) to substitute items of equivalent performance where bought in items referred to in a quotation, Specification or Proposal are no longer available. If MCI Systems considers that any such changes are material it shall inform the Customer.
- 3.3 Any samples, drawings, documents, descriptive matter or advertising produced by MCI Systems and the contents of any MCI Systems catalogues, brochures or marketing materials are produced for the sole purpose of giving an approximate idea of the Equipment, the Software, the Support Services and Additional Services referred to in them. They shall not form part of the Contract nor have any contractual force.
- 3.4 The Customer accepts that it is responsible for ensuring that the Software and Equipment achieves its intended results. The Customer is responsible for any other equipment or software with which the Software and/or Equipment supplied is to be used. The Customer must comply with any third party licences and terms and conditions that apply to any third party software or equipment.

4. **DELIVERY OF EQUIPMENT**

- 4.1 Unless otherwise agreed by MCI Systems in writing, the Customer shall be responsible for collecting the Equipment from the Delivery Location on the Delivery Date, for safely and securely transporting the Equipment to the Customer's premises and for ensuring that the Equipment is adequately insured against all risks from the time that risk passes to the Customer pursuant to clause 8.1. The Customer shall be responsible for all costs, expenses, taxes, duties and charges arising from the collection, transportation and insurance of the Equipment.

- 4.2 Where MCI Systems provides a Delivery Date for delivery of the Equipment, this is calculated from the last to occur of (a) the Start Date; (b) receipt by MCI Systems of the Deposits (if any) and payment in full by the Customer for all other sums due prior to delivery; (c) the provision by the Customer to MCI Systems of all engineering and configuration details, the Specification and Customer supplied parts and materials necessary to enable MCI Systems to manufacture and supply the Equipment and/or Software; (d) approval by UK authorities of confirmation by competent authorities of the availability of export licences (should these be required); and (e) approval by competent authorities in the country of installation of the Equipment and Software that all necessary import licences, permits and approvals have been obtained and will remain valid throughout performance of the Contract.
- 4.3 MCI Systems shall use reasonable endeavours to have the Equipment ready for the Customer's collection at the Delivery Location on the relevant Delivery Date.
- 4.4 If MCI Systems agrees in writing to arrange delivery of the Equipment to the Customer, any such delivery shall be at the Customer's cost and MCI Systems shall not be liable to the Customer for (a) loss or damage to the Equipment while it is in the custody or control of the delivery carrier; (b) loss of or damage to property caused by the delivery carrier; and (c) any delays in delivery of the Equipment.
- 4.5 Any timings given for delivery of the Equipment are approximate only. Time shall not be of the essence for delivery of the Equipment or for any other obligations of MCI Systems under the Contract. MCI Systems shall not be liable for any delay in delivery of the Equipment that is caused by: (a) the Customer's failure to provide MCI Systems with adequate delivery instructions or any other instructions that are relevant to the supply of the Equipment; or (b) the Customer's failure to accept delivery of the Equipment on the Delivery Date.
- 4.6 Delivery of the Equipment is completed upon the loading of the Equipment at the Delivery Location.
- 4.7 If the Customer has not taken delivery of the Equipment within 21 days of the Delivery Date, MCI Systems may resell or otherwise dispose of the Equipment and charge the Customer for any shortfall to the resale price if it is below the price of the Equipment paid by the Customer.
- 4.8 Any shortage of or damage to the Equipment must be notified to MCI Systems within 30 days of delivery of the Equipment to the Delivery Location. If no such notice is received by MCI Systems, the Equipment shall be deemed to have been accepted by the Customer.
- 4.9 The Customer shall not, without MCI Systems' prior written consent (which shall not be unreasonably withheld) export or use the Equipment or sell or hire it to any person who the Customer believes or ought reasonably to believe intends to export or use it outside of the country of intended use as determined by MCI Systems.
- 4.10 The Customer undertakes to comply with UK export control restrictions, to the extent applicable. If export or import restrictions are imposed or export or import licences are cancelled, withdrawn or not renewed, unless otherwise agreed by MCI Systems in writing, the Customer shall still be liable to pay for all amounts due under the Contract in full.

5. SOFTWARE LICENCE

- 5.1 Subject to payment in full by the Customer of all sums due under the Contract, MCI grants to the Customer a non-exclusive, non-transferable, non-sublicensable, revocable licence during the Licence Period, to use the Software in the Equipment at the Site.
- 5.2 The "**Licence Period**" shall be as set out in the Proposal. If the Proposal is silent, the Licence Period shall begin on the date that MCI Systems confirms to the Customer that the Software has gone-live (**Go Live Date**) and shall last (unless the licence is suspended/revoked or Contract terminated in accordance with these Conditions) for 12 months from the Go Live Date. At the end of the Licence Period, the Licence Period shall automatically continue for consecutive 12 month periods (each being a **Licence Period**), unless and until the licence is suspended/revoked or the Contract is terminated in accordance with these Conditions, and a fee for licence of the Software over the Licence Period shall become due and payable.

- 5.3 In relation to scope of use of the Software: (a) use shall be restricted to use of the Software in object code form on the Equipment in order to process the Customer's data for the Customer's normal business purposes (which shall not include allowing the use of the Software by, or for the benefit of, any person other than an employee of the Customer); (b) unless otherwise agreed in writing by MCI Systems, the Customer must not use the Software in or for any hardware other than the Equipment; (c) the Customer has no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Software in whole or in part; (d) the Customer must use any third party software incorporated into the Software in accordance with any third party terms and conditions.
- 5.4 MCI Systems does not warrant that the Software or use of the Software will be uninterrupted or error-free.
- 5.5 The Customer shall immediately inform MCI Systems if it becomes aware of any unauthorised use of the Software by any person. The Customer shall permit MCI Systems to inspect and have access to the Site and any premises and equipment on which MCI Systems believes the Software is being kept or used for the purposes of ensuring that the Customer has complied and is complying with these Terms.
- 5.6 The Customer acknowledges and agrees that MCI Systems may access the Software remotely for the purposes of providing the Support Services, maintaining or updating the Software, and for the purposes of ensuring that the Customer is complying with the terms of the licence.

6. SERVICES

- 6.1 If the Proposal includes any Support Services, these services shall be provided by MCI Systems with reasonable skill and care and in accordance with MCI Systems' software service level agreement as updated from time to time.
- 6.2 Any services that are not expressly stated on the Proposal are excluded from this Contract and shall not be provided by MCI Systems unless otherwise agreed by MCI Systems in writing. Any Additional Services that MCI Systems agrees in writing to provide (including, for example, any training, design specification, acceptance testing and installation) shall be at the Customer's cost and shall be provided by MCI Systems with reasonable skill and care.

7. TESTING AND INSTALLATION OF EQUIPMENT AND SOFTWARE

- 7.1 The Equipment and the Software shall be subject to MCI System's standard tests which (unless otherwise agreed by MCI Systems) shall be conducted on or before the Delivery Date. If the Customer wishes to attend these tests it must inform MCI Systems at the time it places an order for the Equipment and Software. If the Customer fails to attend any such tests, MCI Systems reserves the right to continue with the tests in the Customer's absence and the Customer accepts the results of the tests in full.
- 7.2 Any additional tests of the Equipment and Software must be agreed separately by MCI Systems in writing and will be subject to an additional charge. Additional tests may or may not be conducted at the same time as the MCI Systems standard tests.
- 7.3 MCI Systems shall install one copy of the Software on the Equipment on such date as MCI Systems shall specify. The installation shall take place in person at the Site or remotely, as specified by MCI Systems. MCI Systems shall not be liable for any delay in installation of the Software that is caused by the Customer's failure to provide MCI Systems with adequate installation instructions or any other instructions or access to systems may be required by MCI Systems.
- 7.4 If the Customer is in the UK: unless MCI Systems has stated otherwise, MCI Systems shall visit the Customer's site in the UK where the Equipment is to be installed and assist the Customer (at the Customer's cost) to install the Equipment. The Customer accepts that it shall be solely responsible for all non-local cabling, power cabling, architectural works and preparation of the installation site. MCI Systems reserves the right to refuse to install the Equipment if the site has not been properly prepared in advance. If the Customer is outside of the UK: it is the Customers responsibility to install the Equipment in accordance with MCI Systems' instructions.

8. **RISK & TITLE**

- 8.1 Risk in the Equipment shall pass to the Customer on the completion of loading the Equipment at the Delivery Location. Title to the Equipment shall not pass to the Customer until MCI Systems receives payment in full (in cash or cleared funds) for all sums due under the Contract.
- 8.2 Title to the Software, and the media on which it is embodied, shall at all times remain with MCI Systems or its licensors.

9. **PRICES AND PAYMENT**

- 9.1 The price for the Equipment, the Software, the Support Services and any Additional Services (as applicable) shall be as set out in the Proposal. The dates for payment shall be as set out in the Proposal but if the Proposal is silent payment is due within 30 days of receipt of invoice.
- 9.2 The price for the Software and the Support Services set out on the Proposal shall be the price for use of the Software and supply of the Support Services for one Licence Period. At the end of each Licence Period, MCI Systems shall submit an invoice to the Customer for the price payable by the Customer for use of the Software and supply of any Support Services for the forthcoming Licence Period; the invoice shall be payable by the Customer in advance and in any event within 30 days receipt. MCI Systems reserves the right to increase its prices for the Software and any Support Services annually.
- 9.3 Notwithstanding clause 9.2, MCI Systems may at any time on notice to the Customer increase its prices to reflect any increase in the cost of the Equipment, the Software, the Support Services and/or the Additional Services that is due to (a) any factor beyond MCI Systems' reasonable control; (b) any request by the Customer to change the delivery or installation date(s), quantities or types of Equipment or Software ordered, or the Specification; or (c) any delay caused by any instructions of the Customer or failure of the Customer to give MCI Systems accurate information or instructions.
- 9.4 The prices for the Equipment, Software, the Support Services and any Additional Services: (a) exclude amounts in respect of value added tax (**VAT**) which the Customer shall additionally be liable to pay to MCI Systems at the prevailing rate; (b) include the cost of packing to MCI Systems normal standards; (c) exclude the costs and charges of insurance, delivery, transport and enhanced packing of the Equipment which shall, if MCI Systems agrees in writing to provide such services and to be responsible for such costs, be invoiced to the Customer at MCI Systems' prevailing rate.
- 9.5 If the Customer fails to pay any amount due under the Contract then, without limiting MCI Systems' other rights and remedies: (a) the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest shall accrue each day at 4% a year about Bank of England's base rate; (b) MCI Systems may suspend the Customer's access to and use of the Software until all overdue sums have been paid in full; and/or (c) MCI Systems may suspend provision of any of the Support Services and any Additional Services until all overdue sums have been paid in full.
- 9.6 All amounts due under Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding as required by law).

10. **WARRANTY**

- 10.1 MCI Systems warrants that:
- 10.1.1 for a period of 12 months from the Go Live date, the Software shall perform in all materials respects with MCI Systems then current official manual for the Software (in respect of standard Software) or the Specification approved by MCI Systems (in respect of bespoke software specifically created for the Customer); and
- 10.1.2 (if the manufacturer of the Equipment provides an express written warranty to MCI Systems for that Equipment (**Manufacturer's Warranty**)) the Equipment will conform to the Manufacturer's Warranty for the duration of, and subject to the conditions of, the Manufacturer's Warranty.

- 10.2 Subject to clause 10.3, if (a) the Customer gives written notice to MCI Systems within 14 days of discovery that the Software and/or Equipment does not comply with the applicable warranty set out in clause 10.1; and (b) MCI Systems is given a reasonable opportunity of examining the Software and/or Equipment; and (c) the Customer (if asked to do so by MCI Systems) returns the Software and/or Equipment, at the Customer's cost, to such address as MCI Systems may specify together with a full written report on the defect(s), MCI Systems shall (at its option) repair or replace the Software and/or Equipment that is found to be defective or refund the price paid by the Customer for the Software and/or Equipment.
- 10.3 MCI Systems shall not be liable for failure of the Software and/or Equipment to comply with the warranty in clause 10.1 in any of the following events: (a) the Customer continues to use the Software and/or Equipment after it has notified MCI Systems in accordance with clause 10.2; (b) the Customer fails to notify MCI Systems in writing within 14 days of discovery that some or all of the Software and/or Equipment does not comply with the warranty set out in clause 10.1; (c) the defect arises because the Customer failed to follow MCI Systems oral or written instructions for storage, commissioning, installation, use and maintenance of the Software and/or Equipment or good practice regarding the same; (d) the defect arises as a result of MCI Systems following any drawing or design supplied by the Customer, the Specification or as a result of MCI Systems incorporating any parts or materials in the Software and/or Equipment that were supplied or requested by the Customer; (e) the Customer alters or repairs the Software and/or Equipment without MCI System's prior written consent; (f) the defect arises as a result of fair wear and tear, wilful damage, negligence or abnormal storage or working conditions; (g) the Software and/or Equipment differs from its description or any Specification as a result of changes made to ensure that it complies with applicable statutory or regulatory requirements.
- 10.4 If, on inspection by MCI Systems, the defect to the Software and/or Equipment is not covered by the applicable warranty at clause 10.1, the Customer shall indemnify and pay to MCI Systems on demand such costs, expenses and losses as MCI Systems incurred in connection with its inspection (including the cost of storage, re-delivery and workmanship).
- 10.5 MCI Systems only liability to the Customer if the Equipment and/or Software (as appropriate) fails to comply with the warranty in clause 10.1 is as set out in this clause 10.
- 10.6 To the fullest extent permitted by law, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are excluded from the Contract.
- 10.7 Except as expressly stated otherwise in these Conditions, to the fullest extent permitted by law, MCI Systems does not warrant that the Equipment is fit for a particular use, of a particular quality or conforms to any particular specification.

11. **INTELLECTUAL PROPERTY RIGHTS**

- 11.1 The Customer agrees that:
- 11.1.1 all Intellectual Property Rights in the Software (including any maintenance releases and any bespoke software created by MCI Systems for the Customer) belong and shall belong to MCI Systems or its licensors and the Customer shall have no rights in or to such Software other than the right to use it in accordance with these Conditions;
 - 11.1.2 all Intellectual Property Rights in the Equipment belong and shall belong to MCI Systems or its licensors; and
 - 11.1.3 all Intellectual Property Rights in any documentation, information, data, brochures, drawings or materials provided to the Customer by MCI Systems in connection with the Contract belong and shall belong to MCI Systems and must not be copied, reproduced or used for any purpose other than that which they are provided to the Customer by MCI Systems.
- 11.2 To the extent that the Equipment of the Software contains any materials or parts supplied by the Customer, the Customer warrants that MCI System's use will not infringe any third party Intellectual Property Rights.

- 11.3 MCI Systems shall defend the Customer or, at its option, settle any claim or action brought during the term of the Contract against the Customer alleging that the possession or use of the Software in accordance with the terms of the licence granted in clause 5.1 infringes the UK Intellectual Property Rights of a third party (**Claim**). For the avoidance of doubt, this clause shall not apply where: (a) MCI Systems has (at its cost) procured for the Customer the right to continue to use the Software; (b) the Claim in question is attributable to the possession or use of the Software (or any part thereof) in combination with any hardware or software not created and supported by MCI Systems; (c) MCI Systems has followed a design or instruction given by the Customer or followed the Specification; (d) the Customer has used the Software in a manner not expressly permitted by clause 5.1 or clause 5.3.
- 11.4 If any third party makes a Claim, or notifies an intention to make a Claim, against the Customer, MCI Systems obligations under clause 11.3 are conditional on the Customer: (a) without delay giving written notice of the Claim to MCI Systems, specifying the nature of the Claim in detail; (b) not making any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of MCI Systems; (c) giving MCI Systems and its professional advisers access at reasonable times to its premises and its officers, directors, employees, agents, representatives and advisers, and to any relevant assets (including any hardware or software) so as to enable MCI Systems and its professional advisers to examine them and to take copies for the purposes of assessing the Claim; and (d) taking such action as MCI Systems may reasonably request to avoid, dispute, compromise or defect the Claim.
- 11.5 If any Claim is made, or in MCI System's opinion is likely to be made, against the Customer, MCI Systems may at its sole option: (a) procure for the Customer the right to continue to use the Software (or any part thereof) in accordance with the licence granted in clause 5.1; (b) modify the Software so that it ceases to be infringing; (c) replace the Software with non-infringing Software; or (d) terminate the licence granted in clause 5.1 immediately by notice in writing to the Customer and refund to the Customer any part of fee paid by the Customer to MCI Systems for use of the Software during the then Licence Period up to the date of termination (less a sum in respect of the Customer's use of the Software to the date of termination) on return of the Software and all copies thereof to MCI Systems.
- 11.6 Clause 11.3 shall not apply to the extent that any claim or action referred to in that clause arises directly or indirectly through the possession or use of any third-party software or through the breach of any third-party licence terms by the Customer.
- 11.7 This clause constitutes the Customer's exclusive remedy and MCI Systems' only liability in respect of the Claims and, for the avoidance of doubt, is subject to clauses 13.1 and 13.2.

12. **TERMINATION**

- 12.1 Either party may terminate the Contract at the end of a Licence Period by giving no less than 30 days written notice to the other party.
- 12.2 Without limiting its other rights or remedies, MCI Systems may (a) suspend or revoke the Customer's access to and use of the Software; and/or (b) terminate the Contract, with immediate effect by giving written notice to the Customer if:
- 12.2.1 the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days' written notice to do so;
 - 12.2.2 the Customer 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;
 - 12.2.3 the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction.

- 12.3 The Customer may terminate the Contract if MCI Systems commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days' written notice to do so.
- 12.4 The licence granted to the Customer in clause 5.1 shall terminate immediately on termination of this Contract for any reason.
- 12.5 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract which existed at or before the date of termination.
- 12.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

13. **LIABILITY**

- 13.1 Nothing in the Contract shall limit or exclude either party's liability for (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; (c) any other matter in respect of which it would be unlawful to a party to exclude or restrict liability.
- 13.2 Subject to clause 13.1, MCI Systems shall not be liable to the Customer, whether in contract, tort (including negligence), misrepresentation, restitution or otherwise, for any: (a) loss of profits; (b) loss of sale or business; (c) loss of agreements or contracts; (d) loss of anticipated savings; (e) loss of use or corruption of data or information; (f) loss of or damage to goodwill; or (g) indirect or consequential loss. MCI Systems total liability to the Customer for all other losses arising under or in connection with the Contract shall not exceed 100% of the fees paid by the Customer to MCI Systems under the Contract in the 12 months immediately preceding the first date of the event giving rise to the liability.

14. **DATA PROTECTION**

In this clause the defined terms used have the following meanings:

"**controller**", "**data subject**", "**personal data**", "**processed**", "**processing**", "**Processor**" each have the meaning given to the term by the applicable Data Protection Laws.

"**Data Breach**" has the meaning given in clause 14.4.

"**Data Protection Laws**" means all applicable data protection and privacy legislation in force from time to time, including the Data Protection Act 2018 and the UK GDPR.

- 14.1 MCI Systems may process personal data on the Customer's behalf (being "**Processed Data**") when providing Support Services to the Customer and in provision of the Software. The parties record their intention in respect of the Processed Data that MCI Systems shall be a Processor for the Customer. Each party shall comply with the Data Protection Laws that are applicable to them. These terms do not relieve, remove or replace a party's obligations under the Data Protection Laws.
- 14.2 Where MCI Systems processes personal data on behalf of the Customer:
- 14.2.1 the only personal data and categories of data subjects processed are that which are made available to MCI Systems by the Customer for the purposes of providing the Support Services and the Software. If the subject matter, nature, purposes, duration and categories of data subject and personal data processed changes, the parties shall agree this in writing;
- 14.2.2 MCI Systems shall process Processed Data in accordance with the Customer's written instructions unless MCI Systems is required to process it for other purposes by UK law (in which case MCI Systems shall give the Customer prior written notice of that requirement unless the relevant law prohibits the giving of notice). The parties agree that processing the Processed Data in accordance with this clause constitutes the written instructions of the Customer;
- 14.2.3 MCI Systems shall: (a) use reasonable endeavours to keep Processed Data confidential; (b) taking account of the nature of the processing, take appropriate technical and organisational measures

to ensure the security of Processed Data; (c) at the cost of the Customer: assist the Customer to comply with requests from data subjects to exercise their rights under the UK GDPR and in ensuring compliance with its obligations under the Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators; and (d) notify the Customer without undue delay on becoming aware of a non-trivial Data Breach which affects the Processed Data;

14.2.4 the Customer generally authorises MCI Systems to engage further Processors to process the Processed Data;

14.2.5 the Customer shall notify MCI Systems in writing if it requires assistance from MCI Systems in relation to the security of processing of the Processed Data, complying with requests from data subjects to exercise their rights under the UK GDPR, notification of Data Breaches affecting the Processed Data, and completing data protection impact assessments for the processing of the Processed Data. MCI Systems shall provide reasonable assistance to the Customer at the Customer's cost;

14.2.6 MCI Systems shall, at the choice of the Customer, delete or return all Processed Data in MCI Systems' possession to the Customer on termination or expiry of this agreement but MCI Systems shall not be required to delete (and may retain a copy of) the Processed Data if it is required to keep a copy under UK law, the Customer cannot require MCI Systems to delete copies of Processed Data that MCI Systems holds as Controller; and

14.2.7 in fulfilment of MCI Systems' obligation to demonstrate compliance with this clause, MCI Systems shall: (a) make available to the Customer information on its processing of the Processed Data; and (b) permit the Customer, no more than once a year, during MCI Systems' business hours, and upon no less than 14 days written notice to MCI Systems, to inspect MCI Systems' documents and electronic data solely related to the Processed Data, in order to audit that MCI Systems is complying with its obligations under the UK GDPR relating to the processing of the Processed Data.

14.3 Either party may transfer personal data (including Processor Data) outside of the UK where permitted to do so in compliance with the Data Protection Laws.

14.4 Each party shall maintain and shall require its Processors (respectively) to maintain, appropriate physical, technical and organisational measures to protect Processed Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access (**Data Breach**).

15. **FORCE MAJEURE**

15.1 MCI Systems shall not be liable for any delay, failure or non-performance of any of its obligations under the Contract resulting from any cause or event or circumstance beyond its reasonable control including any war, armed conflict, civil disturbance, Act of God, fire, explosion, accident, industrial dispute, or any regulation, rule or act of any government or governmental agency, or failure of third party suppliers (**Force Majeure**). The Customer's payment obligations shall continue during any period of Force Majeure.

16. **MISCELLANEOUS TERMS**

16.1 The Customer shall keep confidential and shall not at any time disclose to any person any confidential or sensitive information concerning the business, affairs, customers, clients or suppliers of MCI Systems unless disclosure is required by law or court of competent jurisdiction or the Customer has first obtained MCI System's prior written consent.

16.2 Any notice required by this Contract to be given by either party to the other shall be in writing and shall be served by sending the same by registered post or recorded delivery to the last known registered office of the other party and any receipt issued by the postal authorities shall be conclusive evidence of the fact and date of posting of any such notice.

- 16.3 MCI reserves the right to revise the Conditions from time to time; such amendments shall be published on MCI's website (www.mcisystems.co.uk) and shall be effective immediately provided that they shall not affect any Contract already in force under clause 2.3. No amendment of the Contract shall be effective unless in writing and signed by a director of each party.
- 16.4 The Customer may not sub-licence, assign, novate, transfer, subcontract, delegate or deal in any other manner with any or all of the Customer's rights or obligations under the Contract (including the licence granted in clause 5.1). The Customer shall not allow the Software to become the subject of any charge, lien or encumbrance. MCI Systems may at any time assign, transfer, novate, subcontract, delegate or deal in any other manner with any or all of its rights or obligations under the Contract.
- 16.5 No provision of the Contract is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.
- 16.6 The Customer acknowledges that in entering into the Contract it has not relied on any oral or written representation or undertaking by MCI Systems except as expressly incorporated in the Conditions and the Proposal.
- 16.7 The Conditions and each Proposal that has been agreed by MCI Systems in writing contains the entire understanding between the Customer and MCI Systems in connection with the matters herein contained and supersedes any previous agreements or undertakings (whether written, oral or implied) relating to the subject matter of the Contract.
- 16.8 No waiver, delay or other indulgence granted by either party hereto to the other in respect of any breach of the Contract shall in any way prejudice or affect the rights or remedies in relation to such breach.
- 16.9 The Contract shall be governed and interpreted in all respects by English law and the parties submit to the exclusive jurisdiction of the English courts.