

GRT IT LTD

G.R.T. IT Ltd
Terms and Conditions

1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

GRT IT: G.R.T. IT Ltd registered in Scotland with company number SC477994 of 41 Morlich Gardens, Broughty Ferry, Dundee, DD5 3JA.

Business Day: a day other than a Saturday, Sunday or public holiday in Scotland, when banks in Edinburgh are open for business.

Client: means the person or business who purchases the Deliverables from GRT IT and whose details are set out in the Services Schedule.

Charges: the charges payable by the Customer for the supply of the Services in accordance with the Services Schedule.

Commencement Date: has the meaning given in the Services Schedule.

Conditions: these terms and conditions as amended from time to time in accordance with the terms of the Contract.

Confidential Information: means any commercial, financial or technical information, information relating to any deliverables, plans, customers, know-how or trade secrets which is obviously confidential or has been identified as such, or which is developed by GRT IT in performing its obligations under, or otherwise pursuant to the Contract.

Contract: the contract between GRT IT and the Customer for the supply of Services in accordance with these Conditions.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly.

Controller: shall have the meaning given in applicable Data Protection Laws from time to time.

Customer: the person or firm who purchases Services from GRT IT.

Data Protection Laws: means, as binding on either party or the Services:

- a) the GDPR;
- b) the Data Protection Act 2018;
- c) any laws which implement any such laws; and
- d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing.

Data Subject: shall have the meaning in applicable Data Protection Laws from time to time.

Deliverables: the deliverables set out in the Services Schedule produced by GRT IT for the Customer.

Equipment: means the equipment, software and related accessories, spare parts and documentation and other physical material set out in the Services Schedule or understood by the parties to be included in the Equipment and to be supplied by GRT IT to the Client.

Force Majeure: means an event or sequence of events beyond a party's reasonable control (after exercise of reasonable care to put in place robust back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake, pandemic or other natural disaster, war, riot or civil unrest, interruption or failure of supplies of power, internet, third party hosting services, failure of software provided by third parties, fuel, water, transport, equipment or telecommunications service, or material required for performance of the Contract, strike, lockout or boycott or other industrial action including those involving GRT IT's or its suppliers' workforce, but excluding the Client's inability to pay or circumstances resulting in the Client's inability to pay.

GDPR: means the General Data Protection Regulation, Regulation (EU) 2016/679.

Intellectual Property Rights: means copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in goodwill, rights in confidential information, rights to sue for passing off, domain names and all similar rights and, in each case:

- a) whether registered or not;
- b) including any applications to protect or register such rights;
- c) including all renewals and extensions of such rights or applications;
- d) whether vested, contingent or future;
- e) to which the relevant party is or may be entitled; and
- f) in whichever part of the world existing.

IT System: the client's IT System (including hardware and software) as at the Contract Start Date, for which support is being provided by GRT IT under this Contract.

Location: means the address(es) for delivery of the Equipment and performance of the Services as set out in the Services Schedule.

Minimum Term: the minimum contract term as specified in the Services Schedule, commencing on the Contract Start Date.

Personal Data: has the meaning given in the applicable Data Protection Laws from time to time.

Privacy Statement: means the privacy statement on GRT IT's website.

Processing: has the meaning given to it in applicable Data Protection Laws from time to time (and related expressions, including process, processed, and processes shall be construed accordingly).

Processor: has the meaning given to it in applicable Data Protection Laws from time to time.

Protected Data: means Personal Data received from or on behalf of the Client in connection with the performance of Supplier's obligations under the Contract.

Services: the services, including the Deliverables, supplied by GRT IT to the Customer as set out in the Specification.

Services Schedule: the Services Schedule set out in Schedule 1 below.

Specification: the description or specification of the Services provided in writing by GRT IT to the Customer.

Supplier: G.R.T. IT Ltd registered in Scotland with company number SC477994 of 41 Morlich Gardens, Broughty Ferry, Dundee, DD5 3JA.

Supplier Personnel: all employees, officers, staff, other workers, agents and consultants of GRT IT and any of their sub-contractors who are engaged in the performance of the Services from time to time;

Term: the term of this Contract as set out in clause 16;

Trial Period: any trial period for performance of the Deliverables as set out in the Services Schedule (if applicable); and

VAT: means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Deliverables.

1.2 In these Conditions, unless the context otherwise requires:

- 1.2.1 a reference to the Contract includes these Conditions, the Services Schedule, and their respective schedules, appendices and annexes (if any);
- 1.2.2 any clause, schedule or other headings in these Conditions are included for

- convenience only and shall have no effect on the interpretation of these Conditions;
- 1.2.3 a reference to a 'party' means either GRT IT or the Client and includes that party's personal representatives, successors and permitted assigns;
- 1.2.4 reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
- 1.2.5 a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;
- 1.2.6 a reference to a gender includes each other gender;
- 1.2.7 words in the singular include the plural and vice versa;
- 1.2.8 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 1.2.9 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form;
- 1.2.10 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time; and
- 1.2.11 a reference to any English action, remedy, method of judicial proceeding, court, official, legal document, legal status, legal doctrine, legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English equivalent in that jurisdiction.

2. Application of these Conditions

- 2.1 These Conditions apply to and form part of the Contract between GRT IT and the Client. They supersede any previously issued terms and conditions of purchase or supply.
- 2.2 No terms or conditions endorsed on, delivered with, or contained in the Client's purchase conditions, order, confirmation of order, proposal, specification or other document shall form part of the Contract except to the extent that Supplier otherwise agrees in writing.
- 2.3 No variation of these Conditions or to the Services Schedule or to the Contract, shall be binding unless expressly agreed in writing by both parties and executed by a duly authorised signatory on behalf of the Client.
- 2.4 The Client may request services from GRT IT at any time. GRT IT shall either decline to provide the Services and provide its reason for doing so or shall provide a proposal to

the Client.

- 2.5 Each proposal or quotation provided by Supplier to the Client shall be an invitation to treat only. These fee quotes are not an offer to supply Deliverables and are incapable of being accepted by the Client.
- 2.6 By signing the Services Schedule the client is agreeing to this Contract and is offering to purchase the Deliverables from Supplier subject to these Conditions.
- 2.7 The Client's offer to purchase the Deliverables may be withdrawn or amended by GRT IT at any time before acceptance by GRT IT.
- 2.8 GRT IT may accept or reject an offer to purchase Deliverables at its discretion. An offer to purchase Deliverables shall not be accepted, and no binding obligation to supply any Deliverables shall arise, until the earlier of:
- 2.9 GRT IT counter-signing the Services Schedule which the Client has signed; or
- 2.10 GRT IT delivering or performing any of the Deliverables.
- 2.11 The proposal, quotations, marketing and other promotional material relating to the Deliverables are illustrative only and do not form part of the Contract.

3. Price

- 3.1 The price for the Deliverables shall be as set out in the Services Schedule or, in default of such provision, shall be calculated in accordance with GRT IT's scale of charges in force from time to time (Price).
- 3.2 For Services provided on a regular monthly basis, there will be a one-time set-up fee payable in addition to the first monthly payment for such Services. Such fee will be the equivalent of the first month's payment unless specified otherwise.
- 3.3 For ad-hoc Services, such as emergency call-outs, out-of-hours Services and project work, additional prices will be payable by the Client in accordance with GRT IT's relevant hourly charge-out rates, or as a pre-agreed fixed-price engagement, in force from time to time as set out in the Services Schedule or advised to the Client.
- 3.4 Where the Price for Services is on a per user/device per month basis, the number of users may be increased or decreased at any time during the course of the Contract. Should the change occur between billing cycles, the Client will be billed pro rata for the Services to the end of the relevant month.
- 3.5 GRT IT reserves the right to charge a deposit in respect of the Deliverables, which will be set out in the Services Schedule if applicable. Deposits are payable within 14 days of receipt of an invoice from GRT IT.

- 3.6 The Prices are exclusive of:
- 3.6.1 packaging, delivery, insurance, which shall be paid by the Client in addition to the Price where requested by GRT IT, and
 - 3.6.2 VAT.
- 3.7 The Client shall pay any applicable VAT to GRT IT on receipt of a valid VAT invoice.
- 3.8 Where the Deliverables are to be provided on an hourly-rate basis, GRT IT's standard daily fee rates are calculated on the basis of an eight-hour day from 9:00 am to 5:00 pm worked on Business Days and out-of-hours rates may apply at all other times.
- 3.9 GRT IT shall be entitled to charge the Client for any expenses reasonably incurred by GRT IT or the individuals whom GRT IT engages in connection with the Deliverables including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by GRT IT for the performance of the Deliverables, and for the cost of any materials.
- 3.10 GRT IT reserves the right to increase its standard daily fee rates for the charges for the Deliverables, provided that such charges cannot be increased more than once in any 12-month period and no more than 10% increase on the current rates. GRT IT will give the Client at least 2 months' written notice ahead of the charges increasing. If such increase is not acceptable to the Client, it shall notify GRT IT in writing within 2 weeks' of the date of GRT IT's notice and GRT IT shall have the right without limiting its other rights or remedies to terminate the Contract by giving no less than 1 month's written notice to the Client.
- 3.11 GRT IT reserves the right to increase the Price of the Deliverables by giving notice to the Client at any time before delivery or performance, to reflect any increase in the cost of providing the Deliverables that is due to:
- 3.11.1 any factor beyond the control of GRT IT;
 - 3.11.2 any request by the Client to change the delivery dates, quantities or types of Deliverables required or the scope of the Deliverables required as documented in the Services Schedule;
 - 3.11.3 any delay caused by the instructions of the Client in respect of the Deliverables or failure of the Client to give GRT IT adequate or accurate information or instructions in respect of the Deliverables.

4. Payment

- 4.1 GRT IT shall invoice the Client for the Deliverables in advance, on a monthly basis, or as otherwise agreed in the Services Schedule.

4.2 For monthly Services, the Client shall pay all invoices in full without deduction or set-off, in cleared funds by the 1st day of the month which the invoice relates to. For all other Services, the Client shall pay all invoices in full cleared funds within 14 days of the date of each invoice and to the bank account nominated by GRT IT.

4.3 Time of payment is of the essence. Where sums due under these Conditions are not paid in full by the due date:

4.3.1 GRT IT, without limiting its other rights, charge interest on such sums at 4% a year above the base rate of Royal Bank of Scotland Plc from time to time in force, and

4.3.2 interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.

5. Delivery and performance

5.1 GRT IT shall use its reasonable endeavours to deliver the Equipment to the Location on the date(s) specified in the Services Schedule.

5.2 GRT IT shall use its reasonable endeavours to perform the Services in accordance with the Services Schedule, at the Location and on the date(s) specified in the Services Schedule.

5.3 GRT IT warrants to the Client that the Deliverables will be provided using reasonable care and skill.

5.4 Any date(s) for performance of the Deliverables set out in the Services Schedule are approximate only. If no dates are specified, delivery or performance (as the case may be) shall be within a reasonable time of acceptance of the Services Schedule. Time is not of the essence as to the delivery of Equipment or performance of Services.

5.5 The Equipment shall be deemed delivered by GRT IT only on arrival of the Equipment at the Location. The Services shall be deemed delivered by GRT IT only on completion of the performance of the Services at the Location.

5.6 GRT IT may deliver or perform the Deliverables in instalments. Any delay in performance or defect in an instalment shall not entitle the Client to cancel any other instalment.

5.7 Subject to clause 5.2, GRT IT shall not be liable for any delay in or failure of performance caused by:

5.7.1 the Client's failure to: (i) make the Location available, (ii) prepare the Location as required for the Deliverables (iii) provide the minimum standards required for the Deliverables (see Services Schedule) or (iv) provide GRT IT with

adequate instructions for performance or delivery or otherwise relating to the Deliverables; and

5.7.2 Force Majeure.

5.8 GRT IT shall not be liable for any downtime of the Client's servers where such downtime is as a result of the actions or omissions of the third-party entity providing the hosting services.

5.9 Where changes have been made to the Client's IT System by a third party or by the Client's internal staff which result in the need for GRT IT to provide additional support, Equipment or make changes to the IT System, such support, Equipment or changes are not covered under this Contract and will be quoted for and charged separately as an additional cost to the Client.

6. Client's responsibilities

6.1 The Client will use the IT System for its intended use and not for any other purpose, or unlawful activity.

6.2 The Client will provide GRT IT with all documents, equipment and information that GRT IT needs to provide the Services. Such items will be provided in a timely manner and when requested by GRT IT and GRT IT shall not be liable for any delay in achieving timescales where such delay is caused by the Client's action or inaction.

6.3 The Client will:

6.3.1 notify GRT IT of any IT issues relevant to this Contract within a timely manner;

6.3.2 provide GRT IT with access to equipment, software and services for the purposes of maintenance, updates and fault prevention by GRT IT;

6.3.3 keep GRT IT informed about potential changes to the Client's IT System and its use (for example, Client staff connecting their own electronic devices to the Client's IT network);

6.3.4 work in good faith and maintain good communication with GRT IT at all times.

6.3.5 Where GRT IT's mandate includes providing back-up and data recovery services, GRT IT will ensure the requisite backing-up and recovery services are provided. In all other cases the Client shall be responsible for the back-up and recovery of the data and information.

7. Risk

7.1 Risk in the Equipment shall pass to the Client on delivery.

8. Title

- 8.1 Title to the Equipment shall pass to the Client once GRT IT has received payment in full and cleared funds for the Equipment.
- 8.2 Where the Services Schedule states that the Client is renting or being loaned Equipment from GRT IT, title in such Equipment shall remain with GRT IT at all times.
- 8.3 Until title to the Equipment has passed to the Client, the Client shall:
 - 8.3.1 hold the Equipment as bailee for GRT IT;
 - 8.3.2 where possible store the Equipment separately from all other material in the Client's possession;
 - 8.3.3 take all reasonable care of the Equipment and keep them in the condition in which they were delivered;
 - 8.3.4 ensure the Equipment from the date of delivery: (i) with a reputable insurer (ii) against all risks (iii) for an amount at least equal to their Price (iv) noting GRT IT's interest on the policy;
 - 8.3.5 ensure that the Equipment is clearly identifiable as belonging to GRT IT;
 - 8.3.6 not remove or alter any mark on or packaging of the Equipment;
 - 8.3.7 inform GRT IT immediately if it becomes subject to any of the events or circumstances set out in clauses 16.6.1 to 16.6.4 or 16.7.1 to 16.7.11; and
 - 8.3.8 on reasonable notice permit GRT IT to inspect the Equipment during the Client's normal business hours and provide GRT IT with such information concerning the Equipment as GRT IT may request from time to time. This clause will not apply where GRT IT is providing remote management and monitoring services (**RMM**).
- 8.4 If, at any time before title to the Equipment has passed to the Client, the Client informs GRT IT, or GRT IT reasonably believes, that the Client has or is likely to become subject to any of the events specified in clauses 16.6.1 to 16.6.4 or 16.7.1 to 16.7.11, GRT IT may:
 - 8.4.1 require the Client at the Client's expense to re-deliver the Equipment to GRT IT; and
 - 8.4.2 if the Client fails to do so promptly, enter any premises where the Equipment are stored and repossess them.

9. Warranty

9.1 GRT IT warrants that, at the time of performance, the Deliverables shall:

9.1.1 conform in all material respects to any description and to the Specification;

9.1.2 be free from material defects in design, material and workmanship;

9.1.3 if Equipment, be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and

9.1.4 if Services, be supplied with reasonable care and skill as required under the law of Scotland and, where applicable, the Supply of Goods and Services Act 1982;

9.1.5 be fit for purpose and any purpose held out by GRT IT and set out in the Services Schedule; and

9.1.6 any media on which the results of the Services are supplied shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979.

9.2 The Client warrants that it has provided GRT IT with all relevant, full and accurate information as to the Client's business and needs relevant to the performance of the Deliverables.

9.3 GRT IT shall, at its option, correct, repair, remedy, re-perform or refund the Deliverables that do not comply with clause 9.1, provided that the Client:

9.3.1 serves a written notice on GRT IT not later than five Business Days from delivery or performance in the case of defects discoverable by a physical inspection, or within a reasonable period of time from delivery or performance in the case of latent defects;

9.3.2 such notice specifies that some or all of the Deliverables do not comply with clause 9.1 and identifying in sufficient detail the nature and extent of the defects; and

9.3.3 gives GRT IT a reasonable opportunity to examine the claim of the defective Deliverables.

9.4 The provisions of these Conditions shall apply to any Deliverables that are corrected, repaired, remedied or re-performed with effect from delivery or performance of those Deliverables.

9.5 Except as set out in this clause 9 GRT IT:

9.5.1 gives no warranty and makes no representations in relation to the Deliverables; and

- 9.5.2 shall have no liability for their failure to comply with the warranty in clause 9.1, and all warranties and conditions (including the conditions implied by ss 12–16 of the Supply of Goods and Services Act 1982 and ss 13–15 of the Sale of Goods Act 1979), whether express or implied by statute, common law or otherwise are excluded to the extent permitted.

10. Indemnity and insurance

- 10.1 The Client shall indemnify, and keep indemnified, GRT IT from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by GRT IT as a result of or in connection with the Client's breach of any of the Client's obligations under the Contract.
- 10.2 The Client shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom to cover its obligations under the Contract. On request, the Client shall supply so far as is reasonable evidence of the maintenance of the insurance and all of its terms from time to time applicable.

11. Limitation of liability

- 11.1 The extent of the parties' liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 11.
- 11.2 Subject to clauses 11.5 and 11.6, GRT IT's total liability shall not exceed the sum of the Price paid under the relevant Services Schedule.
- 11.3 Subject to clauses 11.5 and 11.6, GRT IT shall not be liable for consequential, indirect or special losses.
- 11.4 Subject to clauses 11.5 and 11.6, GRT IT shall not be liable for any of the following (whether direct or indirect):
- 11.4.1 loss of profit;
 - 11.4.2 loss or corruption of data;
 - 11.4.3 loss of use;
 - 11.4.4 loss of production;
 - 11.4.5 loss of contract;
 - 11.4.6 loss of opportunity;
 - 11.4.7 loss of savings, discount or rebate (whether actual or anticipated);

- 11.4.8 harm to reputation or loss of goodwill.
- 11.5 The limitations of liability set out in clauses 11.2 to 11.4 shall not apply in respect of any indemnities given by either party under the Contract.
- 11.6 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:
 - 11.6.1 death or personal injury caused by negligence;
 - 11.6.2 fraud or fraudulent misrepresentation;
 - 11.6.3 any other losses which cannot be excluded or limited by applicable law;
 - 11.6.4 any losses caused by wilful misconduct.
- 11.7 GRT IT shall have no liability in respect of any IT support provided to the Client prior to the start of this Contract or provided during this Contract by the Client's in-house or any other IT support (where relevant), or in respect of any IT equipment already belonging to the Client prior to this Contract.
- 11.8 GRT IT shall not have any liability where failure to provide the Deliverables or failure of the Client's IT Systems is as a result of a failure of third-party hosts, software providers, or GRT IT's suppliers to provide their services to GRT IT or the Client directly.
- 11.9 If the Client has prevented GRT IT from performing required maintenance and updates, there may be a delay in resolving issues and GRT IT shall have no liability for any loss incurred as a result of such delays.
- 11.10 GRT IT shall have no liability for issues caused to the Client's IT System which result from the Client's misuse of the IT system or failure to follow GRT IT's instructions or recommendations in respect of the use of the system or particular equipment.
- 11.11 GRT IT shall have no liability for any loss caused by the Client making changes to the configuration or set up of equipment, software or Services which are unauthorised by GRT IT.
- 11.12 GRT IT may make recommendations for configuration, implementation or upgrade of new or existing products to ensure the Client meets accepted best practices. The Client must pay for this work, unless included in the Contract. If the Client rejects these suggestions, the Client agrees to sign a liability waiver in which they accept the risks in not following the advice.

12. Intellectual property

- 12.1 All Intellectual Property Rights in the Deliverables shall remain with GRT IT.
- 12.2 GRT IT shall indemnify the Client from and against any losses, damages, liability, costs and expenses (including reasonable professional fees) incurred by it as a result of any action, demand or claim that use of the Deliverables infringes the Intellectual Property Rights of any third party (IPR Claim), provided that GRT IT shall have no such liability if the Client:
 - 12.2.1 does not notify GRT IT in writing setting out full details of any IPR Claim of which it has notice as soon as is reasonably possible;
 - 12.2.2 makes any admission of liability or agrees any settlement or compromise of the relevant IPR Claim without the prior written consent of GRT IT;
 - 12.2.3 does not let GRT IT at its request and own expense have the conduct of or settle all negotiations and litigation arising from the IPR Claim at its sole discretion;
 - 12.2.4 does not take all reasonable steps to minimise the losses that may be incurred by it or by any third party as a result of the IPR Claim;
 - 12.2.5 does not, at GRT IT's request, provide GRT IT with all reasonable assistance in relation to the IPR Claim (at the Client's expense) including the provision of prompt access to any relevant premises, officers, employees, contractors or agents of the Client.
- 12.3 If any IPR Claim is made or is reasonably likely to be made, GRT IT may at its option:
 - 12.3.1 procure for the Client the right to continue receiving the benefit of the relevant Deliverables; or
 - 12.3.2 modify or replace the infringing part of the Deliverables so as to avoid the infringement or alleged infringement, provided the Deliverables remain in material conformance to their Specification.
- 12.4 GRT IT's obligations shall not apply to Deliverables modified or used by the Client other than in accordance with the Contract or GRT IT's instructions. The Client shall indemnify GRT IT against all losses, damages, liability, costs and expenses (including reasonable legal fees) incurred by GRT IT in connection with any claim arising from such modification or use.

13. Confidentiality and announcements

- 13.1 The Client shall keep confidential all Confidential Information of GRT IT and shall only use the same as required to perform the Contract. The provisions of this clause shall not apply to:
- 13.1.1 any information which was in the public domain at the date of the Contract;
 - 13.1.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;
 - 13.1.3 any information which is independently developed by the Client without using information supplied by GRT IT; or
 - 13.1.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.
- 13.2 This clause shall remain in force for a period of five years from the date of the Contract and, if longer, three years after termination of the Contract.
- 13.3 The Client shall not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.

14. Processing of personal data

- 14.1 The parties agree that the Client is a Controller and that GRT IT is a Processor for the purposes of processing Protected Data pursuant to the Contract. The Client shall at all times comply with all Data Protection Laws in connection with the processing of Protected Data. The Client shall ensure all instructions given by it to GRT IT in respect of Protected Data (including the terms of the Contract) shall at all times be in accordance with Data Protection Laws. Nothing in the Contract relieves the Client of any responsibilities or liabilities under any Data Protection Laws.
- 14.2 The Client shall indemnify and keep indemnified GRT IT against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects, demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a supervisory authority) arising out of or in connection with any breach by the Client of its obligations under clause 14.1.
- 14.3 GRT IT shall process Protected Data in compliance with the obligations placed on it under Data Protection Laws and the Privacy Statement.
- 14.4 GRT IT shall:

- 14.4.1 only process (and shall ensure GRT IT's Personnel only process) the Protected Data in accordance with their Privacy Statement except to the extent:
 - 14.4.2 that alternative processing instructions are agreed between the parties in writing; or
 - 14.4.3 otherwise required by applicable law (and shall inform the Client of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest); and
 - 14.4.4 without prejudice to clause 14.1, if GRT IT believes that any instruction received by it from the Client is likely to infringe the Data Protection Laws it shall promptly inform the Client and be entitled to cease to provide the relevant Services until the parties have agreed appropriate amended instructions which are not infringing.
- 14.5 The Client gives its express consent for GRT IT to:
- 14.5.1 process the Protected Data in accordance with the terms of this Contract; and
 - 14.5.2 share the Protected Data with those of its sub-processors and/or sub-contractors that GRT IT deems it necessary for the Protected Data to be provided to for the purposes of GRT IT and its sub-processors or sub-contractors to perform the Deliverables.
- 14.6 GRT IT shall (at the Client's cost):
- 14.6.1 assist the Client in ensuring compliance with the Client's obligations pursuant to Articles 32 to 36 of the GDPR (and any similar obligations under applicable Data Protection Laws) taking into account the nature of the processing and the information available to GRT IT; and
 - 14.6.2 taking into account the nature of the processing, assist the Client (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of the Client's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Laws) in respect of any Protected Data.
- 14.7 GRT IT shall not be liable for the failure of its sub-processors or sub-contractors to comply with Data Protection Laws in respect of the Protected Data.
- 15. Force majeure**
- 15.1 Neither party shall have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Contract which result from Force Majeure.

The party subject to the Force Majeure event shall promptly notify the other party in writing when such the event causes a delay or failure in performance and when it ceases to do so. If the Force Majeure event continues for a continuous period of more than 2 weeks, GRT IT may terminate the Contract by written notice to the Client.

16. Term and Termination

16.1 The Contract shall commence on the Contract Start Date and remain in force for the Minimum Term as specified in the Services Schedule. The Services Schedule shall be reviewed annually to address any necessary adjustments or modifications which must be mutually agreed. Should adjustments or modifications be required that increase the monthly fees paid for the services rendered under this Contract, these increases will not exceed 10% of the value of the existing monthly fees due under the Contract unless:

16.1.1 There is an increase in the cost for GRT IT to purchase the services in excess of 10%, in which case the fees for the services will be increased inline with the increase in cost to GRT IT.

16.1.2 Additional chargeable services are provided, in which case these will be charged in addition to the current services at the rate agreed with the client.

16.2 Where services are purchased with a specific option of multi-year, annual or monthly commitment term:

16.2.1 The Client will be liable to pay for all licenses until the end of the commitment term. For example:

(i) For a 12 month (annual) commitment term, the client must pay for the fee each license they have purchased under this agreement for the full 12 months regardless of if they need it or not.

(ii) For a 1 month (monthly) commitment term, the client will be charged for a full month of the license, even it is cancelled mid-month.

16.2.2 If a multi-year or annual license is cancelled before the term is up, the client must pay out the remainder of the contract, plus an early termination fee.

16.2.3 It is possible to upgrade license types to a more functional license mid-term.

16.2.4 It is not possible to downgrade license types to a less functional license mid-term.

16.2.5 GRT IT reserves the right to credit check clients prior to commencement of services.

- 16.3 The Contract shall automatically renew for further periods of three years unless terminated by the Client in writing no less than 90 (ninety) days prior to the end of its current Term.
- 16.4 This Contract may be terminated by either party upon ninety (90) days' written notice to the other party, such notice not to expire before the end of the Minimum Term as specified in the Services Schedule.
- 16.5 Where GRT IT agrees that it will provide the Deliverables to the Client for a Trial Period, the length of such period will be as set out in the Services Schedule. No less than 2 weeks before the end of the trial period, the Client will confirm in writing to GRT IT whether or not it wishes to continue with receipt of the Deliverables from GRT IT. If the Client confirms it wishes to continue under the Contract, this Contract will continue for the remainder of the Term and will be subject to clause 16. 1 with regard termination and renewal.
- 16.6 GRT IT may terminate the Contract at any time by giving notice in writing to the Client if:
- 16.6.1 the Client commits a material breach of the Contract and such breach is not remediable;
 - 16.6.2 the Client commits a material breach of the Contract which is not remedied within 14 days of receiving written notice of such breach;
 - 16.6.3 the Client has failed to pay any amount due under the Contract on the due date and such amount remains unpaid within 14 days after GRT IT has given notification that the payment is overdue; or
 - 16.6.4 any consent, license or authorisation held by the Client is revoked or modified such that the Client is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled.
- 16.7 GRT IT may terminate the Contract at any time by giving notice in writing to the Client if the Client:
- 16.7.1 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;
 - 16.7.2 is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if GRT IT reasonably believes that to be the case;
 - 16.7.3 becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
 - 16.7.4 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;

- 16.7.5 has a resolution passed for its winding up;
 - 16.7.6 has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
 - 16.7.7 is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within *seven* days of that procedure being commenced;
 - 16.7.8 has a freezing order made against it;
 - 16.7.9 is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title in those items;
 - 16.7.10 is subject to any events or circumstances analogous to those in clauses 16.7.1 to 16.7.9 in any jurisdiction;
 - 16.7.11 takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in clauses 16.7.1 to 16.7.10 including for the avoidance of doubt, but not limited to, giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.
- 16.8 GRT IT may terminate the Contract at any time by giving not less than four weeks' notice in writing to the Client if the Client undergoes a change of Control.
- 16.9 The right of GRT IT to terminate the Contract pursuant to clause 16.7 shall not apply to the extent that the relevant procedure is entered into for the purpose of amalgamation, reconstruction or merger (where applicable) where the amalgamated, reconstructed or merged party agrees to adhere to the Contract.
- 16.10 If the Client becomes aware that any event has occurred, or circumstances exist, which may entitle GRT IT to terminate the Contract under this clause 16, it shall immediately notify GRT IT in writing.
- 16.11 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of GRT IT at any time up to the date of termination.
- 16.12 Following termination of the Contract for whatever reason:
- 16.12.1 the Client grants the right for GRT IT to enter the Client's premises between the hours 9:00am to 5:00pm on Business Days to remove any Equipment provided to the Client as part of the Deliverables;

- 16.12.2 the Client shall immediately pay to GRT IT all of GRT IT's outstanding unpaid invoices and interest and, in respect of Deliverables supplied for which no invoice has yet been submitted, GRT IT shall submit an invoice, which shall be payable by the Client immediately upon receipt.
- 16.13 Without limiting its other rights or remedies, GRT IT may suspend the supply of the Services and Deliverables if the Client fails to pay any amount due under this Contract within 5 days of the due date.
- 16.14 If either party terminates this Contract, GRT IT will assist the Client in the orderly termination of Services, including timely transfer of the Services to another designated provider. The Client agrees to pay GRT IT the actual costs of rendering such assistance.

17. Notices

- 17.1 Any notice given by a party under these Conditions shall:
 - 17.1.1 be in writing and in English;
 - 17.1.2 be signed by, or on behalf of, the party giving it (except for notices sent by email); and
 - 17.1.3 be sent to the relevant party at the address set out in the Contract
- 17.2 Notices may be given, and are deemed received:
 - 17.2.1 by hand: on receipt of a signature at the time of delivery;
 - 17.2.2 by Royal Mail Recorded Signed For post: at 9.00 am on the *second* Business Day after posting;
 - 17.2.3 by Royal Mail International Tracked & Signed post: at 9.00 am on the *fourth* Business Day after posting; and
 - 17.2.4 by email: on receipt of a read receipt email from the correct address.
- 17.3 All references to time are to the local time at the place of deemed receipt.
- 17.4 This clause does not apply to notices given in legal proceedings or arbitration.

18. Cumulative remedies

- 18.1 The rights and remedies provided in the Contract for GRT IT only are cumulative and not exclusive of any rights and remedies provided by law.

19. Time

- 19.1 Save for payment obligations, time shall not be of the essence for any date or period specified in the Contract.

20. Further assurance

- 20.1 The Client shall at the request of GRT IT, and at the Client's own cost, do all acts and execute all documents which are necessary to give full effect to the Contract.

21. Entire agreement

- 21.1 The parties agree that the Contract (incorporating the Services Schedule, the Terms of Business and the Privacy Statement) constitutes the entire agreement between them and supersedes all previous agreements, proposals, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.
- 21.2 Each party acknowledges that it has not entered into the Contract in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.
- 21.3 Nothing in these Conditions purports to limit or exclude any liability for fraud.

22. Variation

- 22.1 No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and these Conditions and is duly signed or executed by, or on behalf of each of the Parties.

23. Assignment

- 23.1 The Client may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without GRT IT's prior written consent which it may withhold or delay at its absolute discretion.
- 23.2 GRT IT may assign or subcontract its rights or obligations under this Contract, in whole or in part.

24. Set off

- 24.1 GRT IT shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Client under the Contract or under any other contract which GRT IT has with the Client.
- 24.2 The Client shall pay all sums that it owes to GRT IT under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

25. No partnership or agency

- 25.1 The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

26. Equitable relief

- 26.1 The Client recognises that any breach or threatened breach of the Contract may cause GRT IT irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to GRT IT, the Client acknowledges and agrees that GRT IT is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

27. Severance

- 27.1 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.
- 27.2 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

28. Waiver

- 28.1 No failure, delay or omission by GRT IT in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

- 28.2 No single or partial exercise of any right, power or remedy provided by law or under the Contract by GRT IT shall prevent any future exercise of it or the exercise of any other right, power or remedy by GRT IT.

29. Compliance with law

- 29.1 The Client shall comply with all laws (including but not limited to laws relating to anti-bribery and anti-slavery), enactments, regulations, regulatory policies, guidelines and industry codes applicable to it and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.

30. Conflicts within contract

- 30.1 If there is a conflict between the terms contained in the Conditions and the terms of the Services Schedule, schedules, appendices or annexes to the Contract, the terms of the Conditions shall prevail.

31. Third party rights

- 31.1 A person who is not a party to the Contract shall not have any rights to enforce any of the provisions of the Contract, whether under the Contracts (Rights of Third Parties) Act 1999, under the Scots law doctrine of jus quaesitum tertio, or otherwise.

32. Governing law

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

33. Jurisdiction

- 33.1 The parties irrevocably agree that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).