



General Terms and Conditions

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SCHEDULE A - GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

The terms defined below will apply to any agreement between **norm** and the Customer which incorporates these General Terms and Conditions (unless the context otherwise requires):

“Acceptable Use Policy” means in relation to the Products or Services the conditions which govern the Customer’s use of the Services.

“Acceptance” means Acceptance of a Service in accordance with Clause 8 below and **“Accepted”** will have the same meaning as Acceptance.

“Agreement” means a binding Order to which these General Terms and Conditions, the Products Terms applicable to the ordered Service and (where applicable) the Statement of Works shall apply to the exclusion of any other terms and conditions including the Customer’s purchase order terms and conditions.

“Applicable Law” means the laws of England and Wales (and any EU regulations from time-to-time applicable (i) whilst the United Kingdom remains a member of the European Union or (ii) subsequently under the terms of the European Union (Withdrawal) Act and/or the Data Protection Act 2018.

“Audit Service” means any of the cyber and/or information security audit services offered by **norm** detailed in the relevant Product Terms.

“Authorisation Form” means a form signed by the Customer or the Customer’s Third-Party which authorises **norm** to access the Customer’s or the Third-Party’s IT System or Customer Equipment in order to provide the Service.

“Authorised Representative” means an individual who is authorised by either party to act on that party’s behalf in relation to the Service as stated on the Order or in the case of the Customer, **norm** may accept instructions and authorisation from a person **norm** reasonably believes is acting with the Customer’s authority.

“Charges” means the amounts payable by the Customer in relation to the provision of the Service by **norm** pursuant to the Agreement. The Charges are set out in the Order, **norm’s** standard charges in force from time to time, Package Charges, any additional Charges incurred by **norm** and allowed by the terms of the Agreement and/or any additional Charges arising as a result of any variations or changes made in accordance with the terms of the Agreement. The definition of Charges includes the Early Termination Payment.

“Completion Form” means where relevant to a Service (in **norm’s** sole and absolute discretion) a form signed by the Customer which signifies the Service has been completely provided by **norm**.

“Confidential Information” means

- a) these General Terms and Conditions, the Product Terms, the Order, any and all pricing information, scope of works, Statement of Works, proposals, customer information forms, scope forms, completion forms, or any other forms provided to the Customer and any other documentation provided by **norm** to the Customer in order to agree, provision, provide and maintain the Service or Product. All passwords to access online documentation and the Service and all information about the business, finances,

technology, other customers and affairs of **norm** including each Third-Party Supplier. All such information is considered confidential information belonging to **norm**;

- b) any information proprietary to the Customer which is included in the customer information forms or scope form including configuration information, security passwords, network diagrams and network topologies provided to **norm** by the Customer in order for **norm** to agree, provision, provide and maintain the Service or Product and all information about the business, finances, technology and affairs of the Customer. All such information is considered confidential information belonging to the Customer;
- c) any non-standard terms and conditions of the Agreement or non-standard charges which have been individually agreed with the Customer and any information relating to the Agreement and the Order which are not covered by the definition of confidential information in a) and b) above and d) below shall all be considered confidential information belonging to **norm** and the Customer; and
- d) any other information in relation to either party (whether or not stated to be confidential or marked as such at the time of disclosure) which that party discloses to the other, or which the other party obtains from any information disclosed to it by that party, either orally or in writing or by any other means, under or connection with the Agreement.

“Current Rates” means the hourly, daily or other rates charged or chargeable by **norm** from time to time (and which may be varied by **norm** at its absolute discretion at any time).

“Customer” means the Customer entity detailed in the Order.

“Customer Personal Data” means any Personal Data which is provided by the Customer to **norm** made available to **norm** or extracted by **norm**.

“Customer Information” means any information provided or made available by the Customer to **norm** which shall be used by **norm** to provide the Service or Product to the Customer.

“Customer Equipment” means any equipment, device or other tangible material belonging to the Customer or the Customer’s Third-Party supplier including any equipment, device or other material which is located at the Site or otherwise as part of or to provide or receive use from the Service, and including any wires, fibre, cables, network terminating equipment, routers, VPN devices and any equipment, devices, software or other materials connected to the Service.

“Customer IT System” means the relevant part or parts of the Customer’s enterprise IT system detailed in the Order, Customer Information Form, Scope Form or other such document agreed in writing by the Parties.

“Customer Fault” means the Customer including any employee, agent and/or Third-Party retained by the Customer has caused loss and/or damage to **norm** Equipment at the Site or otherwise and/or to the Service.

“Customer Information Form” means a scope form or any other such form or request from **norm** to the Customer for Customer Information.

“Data Controller” means as defined in the Data Protection Legislation.

“Data Processor” means as defined in the Data Protection Legislation.

“Data Protection Legislation” means all applicable privacy or data protection laws and regulations (as amended, consolidated or re-enacted from time-to-time) which relate to the protection of individuals with regards to the processing of personal data to which a party is subject, including the Data Protection Act 2018 and the GDPR for as long as any of the above are

incorporated into Applicable Law together with any guidance and/or codes of practice issued from time-to-time by the Information Commissioner's Office (ICO).

"Data Subject" means as defined in the Data Protection Legislation.

"Discrete Service" means each Service or a collection of Services (and their associated **norm** Equipment which can be isolated from any other Service or Services) UNLESS such Services are being provided as part of a Package, in which case the Order will count as one contract covering all of the Services in the Package unless expressly stated otherwise in writing in the Order.

"Early Termination Payment" means

- a) the charges applicable to the Service which would have been payable for the remaining months of the Minimum Service Term had the Service not been terminated,
- b) any other outstanding charges incurred by the Customer under the Agreement and
- c) to the extent that that these are not recouped by **norm** through category a) and b) in this definition, any charges payable by **norm** to any Third-Party Supplier and any other Third-Party costs and charges, which have been incurred by **norm** as a result of termination or cancellation, or to which **norm** is committed as at the termination or cancellation date, plus an administration charge of 10% of such costs and charges (exclusive of VAT).

"General Terms and Conditions" or **"GTC's"** means the terms and conditions set out in this document, as may be amended from time to time;

"General Termination Rights" means those rights set out in Clause 22 ('Term and Termination') of these General Terms and Conditions.

"Group" means in relation to either party, each subsidiary and holding company of that party from time to time, together with any subsidiary of any such holding company from time to time (where "subsidiary" and "holding company" have the meaning defined in section 1159 of the Companies Act 2006).

"Intellectual Property Rights" means all copyright or other intellectual property rights, howsoever arising and in whatever media, whether or not registered, including (without limitation) patents, trademarks, service marks, trade names, registered designs, database rights, domain names and any applications for the protection or registration of these rights and all renewals and extensions thereof throughout the World.

"Minimum Service Term" means the minimum contract period for the Service set out within the Order or Product Term that applies to the Service, which will commence on the Service Start Date. Where the Minimum Service Term is not stated in the Product Term or Order, a minimum service term of thirty-six months from the Service Start Date will apply to the Service. For the avoidance of doubt, where any Order or any other quotation or order form refers to a minimum service term, rental period, minimum rental period, minimum period, contract period, contract term, initial term, initial period, service term, service period, minimum term, minimum period or any such similar term, any reference to such term shall be interpreted as equivalent to the definition of Minimum Service Term in these General Terms and Conditions.

"Order" means generally, an order and its resulting contract for the supply of or variation of the Service and **norm** Equipment, as recorded using **norm's** applicable form of order or such form of order as **norm** in its sole discretion elects to accept. An order shall be signed by the Customer and returned to **norm**.

“Order Date” means the date upon which **norm** accepts the Order following the Customer’s signature of the Order or **norm** signs the Order following the Customer’s signature of the Order as applicable.

“Package” means that different Services are provided as a combined package of Services and subject to a bulk package Charge. If a Service is provided as part of a Package, the details of the Services that comprise the Package will be set out in the Order along with the Package Charge.

“Package Charge” means the Charge relating to a Package Service.

“Party”, “Party’s” or “Parties” means in relation to the Agreement, each of **norm** and the Customer.

“Penetration Test Service” means **norm’s** Internal Penetration Test Service and External/Web App Penetration Test Service detailed in the respective Product Terms.

“Personal Data” means as defined in the Data Protection Legislation.

“Personal Data Breach” means as defined in the Data Protection Legislation.

“Process” and **“Processing”** means as defined in the Data Protection Legislation.

“Products” means standalone hardware and/or software products which **norm** is able to sell to the Customer separate from any Service provision.

“Product Terms” means the specific terms and conditions which relate to the ordered Service and which are incorporated into the Order. The Product Terms may be requested by the Customer by emailing support@normcyber.com. **Norm** may unilaterally update the Product Terms from time to time in accordance with the provisions set out in these General Terms and Conditions or the Product Terms.

“Professional Services” means any Service detailed in the respective Product Terms.

“Service” means the service detailed in the Order to be supplied pursuant to the Agreement.

“Service Credit” a credit to be applied to the Customer’s invoice where **norm** fails to perform in accordance with the Service Level where applicable to the Service and set out in the Product Terms.

“Service Level” or **“SLA”** means the service levels, standards or performance levels applicable to the Service which may be set out in the Products Terms.

“Service Ready Notice” means a communication from **norm** confirming to the Customer that the Service is ready for the Customer to use. A Service Ready Notice may be provided by email to the Customer.

“Service Start Date” means with respect to the Service the earlier of: a) the date on which the Customer is informed by **norm** that the Service is ready for use or b) the date on which the Customer first uses the Service or c) in the case of Professional Services the date agreed with the Customer or the date on which Professional Service is first provided to the Customer by **norm**.

“Service Term” means with respect to the Service, the period from the Order Date up to the end of the Minimum Service Term, and any subsequent renewal periods, as further detailed in Clause 22 below.

“Site” means a physical site or physical sites (including as specified in an Order) at which a Service is to be provided.

“Software” means any software provided by **norm** to the Customer as part of the Service or comprised in **norm** Equipment or Products supplied by **norm** under the Agreement.

“Special Conditions” means any variations to the other Agreement Terms (including additional

“Statement of Works” means in relation to the provision of Professional Services, a Statement of Works in the form prepared by **norm** and signed by both Parties.

“Third-Party” means any person who is not a Party;

“Third-Party Services” means any part of the Service **norm** purchases from, loans from, resells for, or sub-contracts to, a Third-Party, which **norm** uses in order to provide the Service, including all **norm** Equipment situated at a Site (other than Products sold to the Customer) for the purpose of the Service.

“Third-Party Supplier” means any Third-Party that is a direct or indirect provider, reseller, sub-contractor, or supplier of any Third-Party Services, including any such person in direct contract with **norm**, the ultimate provider or supplier of the Third-Party Services, and any such person in any chain of sub-contracts or reseller contracts for any Third-Party Services ending with a contract with **norm**.

“Norm” means either NormCyber Limited or the entity within the NormCyber Group detailed in the Order.

“Norm Equipment” or **“Equipment”** means any equipment, device or other tangible material belonging to **norm** including any equipment, device or other material which is located at the Site as part of or connected to the Service and including any wires and cables and ancillary equipment.

“User” means in relation to the Customer any person who is authorised by the Customer to access or use the Service in accordance with the terms of the Agreement.

“Working Day” means a day other than Saturday and Sunday or a public holiday in England and Wales.

“Working Hours” means 9.00am to 5.00pm on a Working Day.

2. INTERPRETATION

2.1. Other Terms

In the Agreement a reference to: - “Clause” is to a Clause of these GTC’s and a “Paragraph” is to a paragraph of the Product Terms; “a person” or a “Party” “Third-Party” includes a body corporate, unincorporated association, partnership or other legal entity; and a statute or a provision of a statute is a reference to that statute or provision as amended, re-enacted or extended at the relevant time, and includes any corresponding statute or provision of a statute replacing that statute or provision. The singular includes the plural and vice versa; Words importing any gender include any other gender; Where any expression is qualified by one or more examples preceded by the word including, it shall not limit the general scope of that expression. The headings in the Agreement are for convenience only and shall not affect the interpretation.

2.2. Precedence

If there is conflict between the various documents that make up the Agreement, the order of importance shall be: - 1. The General Terms and Conditions 2. The Order and (where applicable) the Statement of Works 3. The Product Terms.

3. THE ORDER

- 3.1. **Norm** shall issue (at its sole and absolute discretion) an Order to the Customer for signature. The Charges set out in the Order may be revised by **norm** should the Order not be signed by the Customer within twenty-one (21) days of **norm** sending the Order to the Customer.
- 3.2. The Order is subject to acceptance by **norm**, which may be withheld absolutely.
- 3.3. The Order will become effective and binding on both Parties only on acceptance by **norm**. **Norm** will not be obliged to provide the Service until **norm** has accepted the Order.
- 3.4. Regardless of multiple Orders being placed at the same or different times, each Order will create a separate contract to purchase the Services and any Products being sold under the Order.
- 3.5. Where an Order covers more than one Discrete Service, then it shall be deemed to be a separate Order for each Service on the Order and shall be treated as a separate contract for each Service despite being listed on one Order document.
- 3.6. An Order shall incorporate and be governed by these General Terms and Conditions, such Product Terms that shall be stated within the Order or if not stated, all of the Product Terms as are logically applicable to the Order.

4. AUTHORISATION

- 4.1. The Customer hereby irrevocably consents to **norm** accessing the Customer’s IT System and Customer Equipment including computer equipment in order to perform the Service for the duration of the Service Term. The Customer shall sign the Authorisation Form or procure the Customer’s Third-Party who owns or controls the Customer Equipment or Customer’s IT System, or part thereof signs the Authorisation Form and returns this to **norm** with the Order.
- 4.2. The Customer warrants that all relevant third parties have been informed and consented to the Service and the Customer will indemnify and keep indemnified **norm** against any claims, costs, expenses, damages, losses and any other liability incurred by **norm** as a result of a

Third-party claim against **norm** as a result of a breach of the aforementioned warranty by the Customer.

5. SERVICE SET UP

- 5.1. **Norm** only provides Service for supply to premises located in Great Britain.
- 5.2. **Norm** agrees to provide the Service detailed in the Order and the Customer agrees to accept and pay the Charges for the Service, on and subject to the terms of the Agreement.
- 5.3. The provision of the Service is to the terms, conditions, limitations and boundaries referred to in the relevant Product Terms and also subject to any constraints and dependencies specified by the Third-Party Supplier of any Third-Party Services included in the Service. **norm** will have the right not to accept, and to revoke the acceptance of, and cancel, the Order, if for any reason the Service cannot be provided (at all or to the specification agreed) having regard to, practical or technical issues arising including with respect to the Site.
- 5.4. After the Order Date and before the Service Start Date and at **norm's** sole and absolute discretion, **norm** may send an engineer or Third-Party Supplier to Site to assess what works are required in order to provision the Service or undertake a further assessment of the works remotely. If **norm**, **norm's** engineer or Third-Party Supplier determine that additional and/or non-standard works are required to install **norm** Equipment or otherwise in any way provision the Service, **norm** shall have the right to make an additional reasonable Charge for such works including any costs or charges payable to the Third-Party Supplier for such works and will not be obliged to carry out any work before agreement of the additional charges with the Customer.
- 5.5. Where in order to provision a Service installation work is required, **norm** will install and set up all Services under the Agreement in accordance with its standard policies, practices, lead times and timescales and those of any Third-Party Supplier, including as detailed in any Product Terms. The Customer acknowledges **norm** is dependent on the timescales of any Third-Party Supplier in respect of any Third-Party Services included in a Service. All timescales and any provisional or proposed Service Start Dates are estimates only. Where multiple Services are being installed and set-up under one or multiple Agreements, the Customer shall promptly on request from **norm** agree a reasonable roll-out plan for the installation and set-up of or provision of the Services under all such Agreements, which shall set out the order of delivery and installation of each Service and its associated **norm** Equipment, and the planned Service Start Date for each Service.
- 5.6. As part of Service set up and provision **norm** may need to supply and arrange installation of **norm's** Equipment at the Customer's Site. Where delivery of **norm** Equipment is directly to Site, the Customer will contact **norm** on receipt of **norm** Equipment and **norm** will then arrange a time to send an engineer to Site to install **norm** Equipment.
- 5.7. Title in **norm** Equipment shall remain vested as applicable in **norm** or **norm's** Third-Party Supplier. Nothing in the Agreement will transfer title to **norm** Equipment to the Customer. **norm** Equipment is provided on loan to the Customer for the sole purpose of **norm** being able to provide the Service to the Customer. The Customer is not authorised to use **norm** Equipment other than for the purpose of receiving the Service.
- 5.8. On delivery to the entrance of the Site, the Customer will be responsible for and bear the entire risk of loss or damage to **norm** Equipment, regardless of when the Service becomes ready for use.
- 5.9. The Customer will as a minimum provide a secure place for **norm** Equipment to be located which is not generally accessible along with the appropriate environmental conditions for **norm** Equipment to function including humidity controls, electrical power supply and air conditioning including all other reasonable requirements notified to the Customer by **norm** or which are required by the Third-Party Supplier.
- 5.10. The Customer will ensure that all other party's including any Third-Party are made aware that **norm** Equipment belongs to **norm** and the Customer shall not interfere with the same

nor allow any Third-Party to interfere with **norm** Equipment including moving it, disconnecting it, touching it or tampering with it in any way UNLESS **norm** has provided the Customer with prior written approval to take specific action in relation to **norm** Equipment. The Customer will not attempt to sell or lease **norm** Equipment to any Third-Party nor remove any identification mark affixed to **norm** Equipment showing that it is the property of **norm** or any Third-Party Supplier (as applicable) and keep **norm** Equipment free and clear from all liens, claims and encumbrances.

- 5.11.** Upon termination of the Agreement, the Customer must ensure **norm** Equipment is returned to such address as **norm** may specify within seven (7) days of such termination, or, if **norm** elects to recover the same, permit and enable **norm** or a Third-Party Supplier to recover **norm** Equipment from any premises on demand within a period of sixty (60) days from termination of the Agreement.
- 5.12.** **Norm** will not be in breach of its obligations in the Agreement to provide the Service where **norm** Equipment ceases to function or is damaged due any act, omission, default or neglect on the part of the Customer including the Customer's Third-Party generally and specifically because of: -
- 5.12.1.** Failure of **norm** Equipment because of accidents, neglect, misuse, failure of electrical power, air conditioning or humidity control;
 - 5.12.2.** damage occurring due to the Customer attempting to relocate **norm** Equipment, for the avoidance of doubt no relocation of **norm** Equipment is allowed by the Customer or any Third-Party not appointed by **norm**;
 - 5.12.3.** modifications to or attempts to repair **norm** Equipment without **norm's** prior written approval;
 - 5.12.4.** causes external to **norm** Equipment including failure or modification of electrical power, telecommunications service, internet, inadequate cooling, fire, flood or other natural disasters;
 - 5.12.5.** failure of Customer Equipment;
 - 5.12.6.** failure by the Customer to allow **norm** to maintain **norm** Equipment including by replacing it or updating it including any software updates and upgrades as well as hardware replacement;
 - 5.12.7.** where they are found to be faults or incidents due to power supply fluctuations or for any faults not covered by **norm's** warranty with the relevant Third-Party Supplier of **norm** Equipment; and/or
 - 5.12.8.** due to a Customer Fault.

6. CUSTOMER EQUIPMENT

- 6.1.** The Customer is responsible for ensuring that it provides all connectivity, computers, equipment, networks, software, systems and facilities necessary to make use of the Service. Unless **norm** is expressly maintaining the Customer Equipment as part of the Service under an Order, the Customer acknowledges and agrees that it shall be responsible for protecting the Customer Equipment from viruses, malware, or other malicious or harmful programs and ensuring that all Customer Equipment is running the manufactures latest recommended version of software. The Customer acknowledges and agrees that any Customer Equipment connected to or used with the Service must be connected and used in accordance with any instructions and safety and security procedures applicable to the use of such Customer Equipment. The Customer acknowledges and agrees that any Customer Equipment which is attached (directly or indirectly) to, or interfaces with, the Service, must be technically compatible with the Service and approved for the purpose under any relevant legislation or telecommunications, security industry standards. The Customer shall ensure that all such equipment complies with all relevant and applicable technical, plugins and interface specifications. The Customer further acknowledges and accepts that if the Customer does

not comply with the provisions of this Clause 6.1, the Customer is at an increased risk of cyber-attack and/or security incidents.

7. PRODUCTS

- 7.1. Any Products supplied by **norm** to the Customer shall constitute Customer Equipment.
- 7.2. The Products will be delivered in accordance with the Product Supply Product Terms.

8. SERVICE READY PROCESS

- 8.1. Prior to the provision of the Service, **norm** may at its absolute discretion conduct such operational tests as it considers necessary to ascertain that the Service does meet **norm's** standard acceptance criteria. Upon completion of such tests to its satisfaction, **norm** will use its reasonable endeavours to issue the Customer with a Service Ready Notice, stating the date that the Service first became ready to use, such notice may be served by **norm** by email.
- 8.2. If the Customer reasonably considers that the Service fails and continues to fail to meet the **norm's** standard acceptance criteria, the Customer will so notify **norm** within two (2) Working Days of receipt of the Service Ready Notice (a "Rejection Notification").
- 8.3. On receipt of a Rejection Notification, **norm** will test the relevant Service. If **norm** verifies the non-compliance, then at the Customer's sole and exclusive remedy, **norm** will promptly take such action as is necessary to correct the non-compliance and will provide the Customer with a new Service Ready Notice. If **norm** does not, acting reasonably, verify the non-compliance the relevant Service will be deemed accepted.
- 8.4. If three (3) consecutive Rejection Notifications are issued for the Service, either Party may terminate that Service. **norm** will have no liability to the Customer whatsoever or howsoever occurring from any termination pursuant to this Clause 8.4 or the circumstances giving rise to it.
- 8.5. If **norm** has not received a Rejection Notification within two (2) Working Days from the date of the Service Ready Notice or, where no Service Ready Notice has been or is issued to the Customer, from the date on which the Service is first used by the Customer, the Service will be deemed to have been Accepted.
- 8.6. If the Customer requires **norm** to undertake any tests over and above **norm's** standard acceptance criteria and standard tests in relation to the Service, then the Customer shall advise **norm** of the precise tests required which may be undertaken with **norm's** prior agreement which may be withheld at **norm's** sole and absolute discretion. If **norm** agrees to undertake any additional tests in accordance with this Clause 8.6, then the Customer shall pay **norm** an additional Charge in accordance with **norm's** standard charges. For the avoidance of doubt the Customer shall have no right to reject the Service notwithstanding the Service failing to meet any additional tests requested by the Customer.

9. SERVICE LEVEL

9.1. Specific Standard

The Service Level and Service Credit if applicable to the Service will apply from the Service Start Date. **norm** will use its reasonable endeavours to provide the Service in accordance with the description and Service Level set out in the Product Term which is relevant and applies to the Service. Service Levels apply to some of but not all of **norm's** Services.

9.2. General Standard

Norm warrants that it will provide the Service using reasonable skill and care (which can be reasonably expected from a cyber security managed IT services provider) in accordance with the terms of the Agreement, and so that it conforms to the description in the Product Terms. **Norm's** sole obligation in the event of non-conformity will be to remedy any non-conformity of the Service with the Product Terms, provided that **norm** has been notified of the non-conformity within thirty (30) days of the Service Start Date or where applicable completion of the Professional Service, Audit Service or Penetration Test Service.

- 9.3. Notwithstanding the provisions of this Clause 9, it is technically impracticable to provide the Service error, fault or incident free or on a continuous and uninterrupted basis and nor does **norm** undertake to do so, nor warrant or guarantee the same in any way howsoever or whatsoever. Additionally, the Customer acknowledges and accepts that there are technical limits relating to the Service, including limits and exclusions set out in the Product Terms and which may also be imposed by Third-Party Supplier's in so far as they relate to the Service.

10. NORM PERSONNEL – PROFESSIONAL SERVICES ONLY

- 10.1. Each of **norm's** staff including any subcontractors assigned to perform the Professional Services will be appropriately qualified and experienced for such assignment. The Customer will be entitled to ask for replacement of the **norm** staff designated to perform the Professional Services in the event of gross misconduct or where the Customer has reasonable grounds in requesting the replacement.
- 10.2. **Norm's** staff designated to perform the Professional Services will remain under the overall control of **norm** at all times during the term of the Agreement, although they will be responsible to the Customer's Authorised Representative for the performance of the Professional Services and will at all times be responsive to the reasonable requirements of the Customer in connection with the performance of the Professional Services, provided that if services are required which are outside of the Statement of Works, **norm** may levy an additional Charge in respect of any out of scope or additional services provided by **norm's** staff.
- 10.3. **Norm's** staff designated to perform the Professional Services will be entitled to take their annual or other leave and to attend **norm's** internal company meetings as reasonably required by **norm**.
- 10.4. If **norm's** staff designated to perform the Professional Services propose to be absent on short-term leave or at a **norm** company meeting, they will inform the Customer's Authorised Representative and if the Customer so requires, **norm** will use its reasonable endeavours to furnish a replacement staff during such absences. In the case of long-term annual leave, **norm** undertakes to advise the Customer at least two weeks in advance of such leave and to replace its designated staff for the leave period if so requested by the Customer.

- 10.5. Norm** will its reasonable endeavours to replace any designated staff who leave **norm's** employment or who are absent through illness or incapacity.
- 10.6.** All Professional Services consulting days ordered will be scheduled, delivered and invoiced within one (1) year of the Order Date.

11. THIRD-PARTY SERVICES

- 11.1.** The Customer acknowledges and accepts that the provision of any Service or Product under the Agreement may be based on and incorporate Third-Party Services and **norm's** obligation and responsibility in relation to such Third-Party Services is to reasonably monitor and supervise the supply of such Third-Party Service and other than the aforesaid obligation, **norm** will not be responsible nor accepts any liability for any such Third-Party Service failing, malfunctioning, non-working or any other defaults or errors in the Third-Party Service unless due to default or negligence by **norm**.

12. SERVICE MODIFICATIONS

- 12.1. Norm** reserves the right to make improvements, substitutions or modifications to any part of the Products or Services, provided that such improvements, substitutions or modifications will not materially or adversely affect the capability of the Products or Services to perform and function in accordance with **norm's** standard test criteria. **Norm** reserves the right to make changes to the Products or Services to implement changes made in consequence of governmental, regulatory or Third-Party action. The rights in this Clause 12.1 may be exercised at **norm's** absolute and sole discretion at any time and from time to time during the Service Term.
- 12.2.** In the event **norm** seeks to exercise its rights in this Clause 12, **norm** will provide the Customer with one (1) months written notice or as much notice as is reasonably possible in the circumstances.
- 12.3.** If the Customer reasonably believes that any changes proposed by **norm** pursuant to this Clause 12 will have a material detrimental effect on the Service or Product, then the Customer shall notify **norm** of its reasons and objections by written notice within fourteen (14) days of receiving **norm's** written notice under Clause 12.1 above. If no such notice is received the Customer shall be deemed to have accepted the changes. If a notice is received from the Customer and after consideration **norm** proceeds with the changes, the Customer will have a right to cancel the Service or Product within fourteen (14) days of receiving **norm's** written notice notifying the Customer of **norm's** intention to proceed with the changes despite the Customer's objections. If no such notice of cancellation of the Product or Service is received from the Customer, the changes will be deemed accepted by the Customer and no further right of cancellation will be permitted. For the avoidance of doubt, the Customer rights to object and terminate the Agreement in this Clause 12.3 will not apply in the event that any changes are made by **norm** as a consequence of governmental, regulatory or Third-Party action and any changes as a result of these reasons will be unilaterally implemented on expiry of **norm's** written notification provided to the Customer in relation to such changes.
- 12.4.** If a Third-Party Supplier makes any of the following changes, modifications or substitutions to a Third-Party Service: -

- 12.4.1.** Specification changes;
- 12.4.2.** Changes in the charges or payment terms;
- 12.4.3.** Replacement of the Third-Party Service; or
- 12.4.4.** End of life of the Third-Party Service;

Then **norm** will have the right to unilaterally change or substitute the Third-Party Service under the Agreement with a new Third-Party Service from a different supplier, an in-house service or a different service from the same Supplier.

- 12.5.** **Norm** will have a general right under the Agreement to partially or completely replace the Third-Party Supplier and/or the Third-Party Service at its sole and absolute discretion for any reason where **norm** is changing the Third-Party Service or Third-Party Supplier generally in its business including but not limited to reasons such as poor performance, quality, technical, commercial or operational reasons.
- 12.6.** If **norm** exercises any of its rights under Clause 12.5 above, then **norm** will use reasonable endeavours to ensure that the changed or substituted Third-Party Service will not materially or adversely affect the capability of the Services to perform and function in accordance with **norm's** standard test criteria and will be entitled to unilaterally make a reasonable resulting variation to the Charges and other terms of the Agreement. **Norm** may temporarily suspend or vary the Services as part of any such change. Where a major change is being implemented, **norm** will use reasonable endeavours to schedule the major change or material suspension of the Service with the Customer.
- 12.7.** Notwithstanding any provision of this Clause 12 **norm** will be entitled to terminate a Service, by notice in writing to the Customer if any Third-Party Service which is essential to the provision of the Service is terminated or ceases to be available to **norm**, at all or at an appropriate quality or price, and no suitable replacement is available on commercially equivalent or better terms and prices. **Norm** will give such advance notice to the Customer as it is reasonably able to.

13. CHARGES AND PAYMENT TERMS

- 13.1.** **Norm** is either the sole and exclusive owner of all IPR comprised in the Service, Software or Product or is an authorised licensee of the Third-Party Supplier. **Norm** grants to the Customer a revocable, non-exclusive, non-transferable licence to use the Service including all IPR comprised in the Service, Software or Products strictly on the following conditions: -
 - 13.1.1.** No title to the IPR in the Service, Software or Products is transferred to the Customer;
 - 13.1.2.** The Customer shall use the Service, Software or Products in accordance with the conditions set out in this Clause 13 including any end user licence agreement of a Third-Party Supplier or Open Source IPR provider. In the event of any conflict between any end user licence agreement of a Third-Party Supplier or Open Source IPR provider which apply to the Service, Software or Product and the terms of the Agreement, the former shall prevail;
 - 13.1.3.** The Customer shall use the Service, Software or Products for its normal internal business purposes, only in the UK and is strictly prohibited from reselling or licencing the Service, Software or Products to any Third-Party;
 - 13.1.4.** Software is licenced for use in object code form only;
 - 13.1.5.** The Customer acknowledges its responsibility for ensuring that in respect of any User based licencing, Users are properly licenced in order to access and use the Service in advance of such access and use;
 - 13.1.6.** If the Customer learns or suspects that any User is not complying with the terms set out in this Clause 13, the Customer must notify **norm** immediately;

- 13.1.7.** The Customer shall have the right to view content within the Service but not otherwise edit, transfer or move any documents or information within the Service;
- 13.1.8.** The Customer agrees to adhere to and continues to adhere to the terms of the Agreement for the duration of the Service Term; and
- 13.1.9.** On termination of the Agreement for whatever reason the licence to use under this Clause 13 will be automatically revoked and terminated.

14. CUSTOMER OBLIGATIONS

- 14.1.** The Customer acknowledges and undertakes that it shall: -
 - 14.1.1.** use the Service, Software or Products only for lawful purposes and in accordance with the Agreement;
 - 14.1.2.** comply in every respect with all the instructions which **norm** provides concerning the Service, Software or Products including the requirements set out in **norm's** procedures;
 - 14.1.3.** comply with **norm's** Acceptable Use Policy.
- 14.2.** The Customer shall not: -
 - 14.2.1.** reproduce, disseminate or otherwise disclose the content of any Software except as expressly set out in the Agreement;
 - 14.2.2.** electronically transmit any Software over a network except as necessary for the Customer's licenced use of the Service;
 - 14.2.3.** modify, disassemble, decompile, or reverse engineer any Software; use the Service, Software or Product in any way not expressly provided for by the Agreement.
- 14.3.** **Norm** reserves the right to deny any access to the Service and to direct the Customer to terminate a User and access to the Service on reasonable grounds, including but not limited to breach of any term of the Agreement.
- 14.4.** If at any time the Customer's access to, or use of, the Service is not in compliance with any applicable law or regulation, the Customer will be in breach of the Agreement, and **norm** will be entitled at its sole discretion to terminate the Agreement under Clause 22.2.4 and to discontinue the Service in respect of the Customer or any User. The Customer acknowledges and agrees that **norm** is entitled to report such a breach or non-compliance to any relevant regulatory body or agency, and that **norm** will not incur any liability to the Customer or User as a result of the breach, the non-compliance, or **norm's** reporting of it.
- 14.5.** The Customer must notify **norm** immediately if it becomes aware of any unauthorised use of the whole or part of the Service by any person.
- 14.6.** The Customer is responsible for acquiring and maintaining all licences and permissions necessary in respect of any Third-Party software and Third-Party IPR not provided by **norm**, Customer Information including Personal Data that it may use in connection with the Service. The Customer confirms that any Customer Information or other materials provided by the Customer to **norm** or utilised by the Customer in the Service will not infringe any IPR of any Third-Party, will not be obscene or defamatory, and will not violate the laws or regulations of any country which may have jurisdiction over such activity.
- 14.7.** Where applicable the Customer acknowledges that it is responsible for its input to the Service and for any use that it or its Users make of such input, and that **norm** has no responsibility for such input or its use.
- 14.8.** The Customer licences **norm** to incorporate items of the Customer's corporate branding, such as a trade mark or name or logo, for the purpose of customising its pages and input. If, for this purpose, **norm** needs to become a registered user of any of the Customer's branding, the Customer undertakes promptly to do everything necessary to procure such registration for **norm**.
- 14.9.** The Customer shall keep all passwords, logins and user names in relation to access and use of the Service and access to any Customer portal provided in relation to the Customer's

account with **norm** (the "Secure Access Detail") confidential and private and will indemnify **norm** for any loss, costs, expenses or damages that **norm** may suffer as a result of a breach of this Clause 14.10.

- 14.10.** The Customer is responsible for amending and/or updating its Secure Access Detail in the event of loss and/or where the integrity of the Secure Access Detail is compromised, by for example unauthorised access. **Norm** will have no liability arising from any action it may take in response to ensuring that the Access Information is correct and secure.
- 14.11.** The Customer shall ensure that its employees and other independent contractors co-operate fully with **norm** in relation to the provision of the Services.
- 14.12.** The Customer shall provide or arrange at its expense for any specialist training in the Customer's methods or products which it requires to be undertaken by **norm**. Time spent in such training will be invoiced at the daily rate.
- 14.13.** If the Customer perceives performance failure in relation to the Professional Service, or Audit Service, the Customer to inform **norm** immediately, confirming in writing within seven (7) days and provide **norm** with evidence of the same. Where no such written confirmation is received, **norm's** staff's performance will be deemed to be satisfactory.
- 14.14.** The Customer shall cooperate fully with **norm** and its Third-Party Suppliers, provide all such correct Customer Information and assistance as **norm** shall reasonably require in connection with the Service.
- 14.15.** The Customer will designate and maintain a Customer Authorised Representative who will liaise with **norm** and act as **norm's** primary point of contact in relation to the Agreement and the Service.
- 14.16.** The Customer will complete the Customer Information Form, Scope Form, Completion Form as requested by **norm**. The Customer warrants that any Customer Information provided by the Customer under the Agreement will be correct, accurate and complete.
- 14.17.** If the Customer provides any incorrect Customer Information in connection with the Service, or the Customer fails to provide or procure the co-operation, Customer Information, access and assistance detailed in this Clause 14, then the Customer will pay an additional Charge to cover any reasonable additional and wasted costs and expenses, and additional charges from Third-Party Suppliers, incurred or suffered by **norm** as a result of the Customer's failure. If the Customer fails to provide, **norm** access or access rights, permission or consent required under the Agreement to deliver the Service, then the Customer will pay all Charges for such Service from and after the date **norm** would have been ready to deliver them but for such failure. In addition, **norm** will not be liable for any failure to provide the Service to the extent that such failure is due to **norm** being denied access to the Customer's Site.
- 14.18.** The Customer shall provide and procure, for **norm** and its Third-Party Suppliers, physical access to premises of the Customer and other sites, at all reasonable times, as required in connection with the Services, including for the purposes of installation, inspection, maintenance, replacement, upgrade, or removal of any Service or **norm** Equipment, and will also provide or procure for **norm** and its Third-Party Supplier reasonable power, facilities and assistance at such premises and sites as may be required. The Customer will obtain all permissions and consents from Third Parties necessary to allow **norm** such access.
- 14.19.** Where **norm** or any Third-Party Supplier are working on the Customer's Site or any other Customer premises, the Customer will ensure a safe working environment in compliance with all applicable health and safety laws.

15. ACCEPTABLE USE POLICY

- 15.1.** **Norm's** Acceptable Use Policy is located on **norm's** website normcyber.com or may be requested by the Customer from **norm** by emailing support@normcyber.com.
- 15.2.** **Norm** may unilaterally vary the terms of the Acceptable Use Policy at any time and such changes will apply to the Services, at its sole discretion on thirty (30) days written notice to

the Customer, effective on such date as may be specified in such notice. **Norm** may shorten the notice period if any change is made as a consequence of any variation to a Third-Party Supplier's terms of use, to fit with the timescales for such change.

16. CHARGES

- 16.1.** The Charges payable by the Customer to **norm** for the Services or Products are set out in the Order. If the Charge is not set out in the Order, then it will be charged at a reasonable rate and (where applicable) include any Third-Party Service charges.
- 16.2.** All Charges are exclusive of Value Added Tax and any similar taxes, which will be applied in accordance with prevailing legislation in force at the tax point date.
- 16.3.** Costs and charges which are additional to the Charges and which are also the Customer's responsibility include: -
 - 16.3.1.** work carried out by **norm** outside a Working Day;
 - 16.3.2.** communication charges, access fees, levies, tariffs or other related costs incurred by **norm** in relation to the Service;
 - 16.3.3.** installation and testing of any communications lines, links or interfaces or any equipment or service used in connection with the Service;
 - 16.3.4.** any and all additional charges specified in the Product Terms;
 - 16.3.5.** an additional charge (including for all time cost and expense incurred) for the investigation (including by attendance on Site) and rectification by **norm** or its Third-Party Supplier of any actual or suspected incidents or faults affecting **norm** Equipment or Service that are found upon examination not to be incidents or faults at all, or are found to be caused by something other than a fault with **norm** Equipment or the Service;
 - 16.3.6.** an additional charge for the wasted time cost and expense of any appointment for an engineer to attend a Site where the engineer is unable to carry out or complete any work because the Customer fails to provide access to the Site or fails to prepare the Site (including safety and facilities at the Site) as required by the requirements of the Agreement or cancels the appointment for any reason other than for **norm's** material breach or insolvency under the Agreement;
 - 16.3.7.** any additional charges set out in Clause 28.5 below;
 - 16.3.8.** any additional charges as a result of **norm** exercising its rights set out in Clause 12 above;
 - 16.3.9.** any additional reasonable charges incurred by **norm** as a result of the Customer delaying the Service or Product delivery under the Agreement and due to the Customer failing to comply with its obligations which increases the cost directly or indirectly;
 - 16.3.10.** any additional charges incurred as a result of a Change Control under the Agreement;
 - 16.3.11.** **Norm's** expenses including but not limited to travel to Site when applicable and accommodation and subsistence charges and any other expenses reasonably incurred by **norm** in connection with the Agreement. **Norm** will use reasonable endeavours to provide documentary evidence of such expenditure.

16.4. Payment Terms

- 16.4.1.** Package Charges and Managed Security Service Charges will be invoiced by **norm** monthly in advance.
- 16.4.2.** Professional Service Charges will be invoiced as follows: - fifty percent (50%) on the Order date and the remainder monthly in arrears.

- 16.4.3.** Audit Service Charges are payable fifty percent (50%) on the Order date and the remainder on provision of the final Audit Report.
- 16.4.4.** All other Charges including additional charges will be invoiced as they are incurred under the Agreement.
- 16.4.5.** If **norm** has granted the Customer the right to extended payment terms (at **norm's** sole and absolute discretion) to pay for a Service, already provided to the Customer (for example, an Audit Service and audit report) including by way of agreeing a Minimum Service Term to allow the Customer to pay the Charges in monthly segments, the Customer agrees to pay all such Charges as agreed with **norm**. As the Service has already been provided to and enjoyed by the Customer, the Parties agree that it is reasonable for the Customer to pay the Charges for the Service. Any dispute in relation to the Charges must be raised within seven (7) days of the provision of the Service with extended payment terms, if no such dispute is raised any later dispute by the Customer will terminate the extended payment terms and the Customer shall become liable to immediately pay all outstanding Charges in relation to the Service including where applicable the Early Termination Payment.

16.5. When to Pay

- 16.5.1.** The Customer shall pay each invoice within fourteen (14) days of date of invoice without any set-off, deduction, counterclaim, or withholding. Payment of **norm's** invoices in full and by the due date will be a condition of and of the essence of the Agreement.

16.6. How to Pay

- 16.6.1.** Payment should be made by BACS transfer to **norm's** bank account detailed in the invoice.
- 16.6.2.** Alternatively, and if required by **norm** the Customer shall set up a Direct Debit payment to **norm** in accordance with **norm's** instructions as well as completing the direct debit mandate.

16.7. Payment Dispute

- 16.7.1.** Without prejudice to **norm's** other remedies under the Agreement or at law in relation to late payment of invoices including the right to issue legal proceedings for debt recovery, if the Customer reasonably believes that the invoice is incorrect or contains charges which are not billable under the Agreement, the Customer shall provide **norm** a dispute notice with the invoice number, the disputed elements and amounts of the invoice along with a detailed account of its reasons along with objective supporting evidence within seven (7) days of the invoice date. The Parties will then discuss the matter in good faith in order to resolve the Customer's dispute of the invoice Charges. The Customer shall pay the parts of the invoice which are not disputed in accordance with the payment terms.
- 16.7.2.** Where the Customer has not disputed any Charges under the Agreement within one (1) month of the invoice date in respect of such Charges and/or has paid such Charges, the Customer shall have no further right to dispute any such Charges under the Agreement or at law and all such Charges to the extent that they remain unpaid shall be paid by the Customer without further delay including any interest or compensation accrued under the Agreement or otherwise. Once Charges are paid under the Agreement the Customer shall not be entitled to any refund unless in the case of fraud.

16.8. Late Payment Interest and other Remedies

- 16.8.1.** Payments which are not received when payable will be considered overdue and remain payable by the Customer together with interest and compensation for late payment at the rate set out in the Late Payment of Commercial Debts (Interest) Act 1998 from the date payable as well as after as before any judgment, and independent of such judgment. Interest will accrue on a daily basis and be payable on demand.
- 16.8.2. Norm** shall also be able to set off any sums owing to it against any cash deposit or bank guarantee provided to **norm** in accordance with Clause 16.11. **Norm** may at its sole and absolute discretion apply a reasonable charge in administration charge respect of each invoice that is delayed for payment except in the case of a genuine dispute raised in accordance with Clause 16.7 above.
- 16.8.3.** The Customer shall pay all costs and expenses (including legal costs) incurred by **norm** in enforcing payment of any Charges.
- 16.8.4.** Notwithstanding the above provision for late payment, in this event **norm** may at its option, and without prejudice to any other remedy at any time after payment has become due, terminate or temporarily suspend the Agreement.
- 16.8.5.** If **norm** becomes entitled to terminate the Agreement for any reason, any sums then due to **norm** will immediately become payable in full.

16.9. Changes to Payment Terms of Third-Party Suppliers

- 16.9.1.** The Customer acknowledges that **norm** is obliged to pay charges to the Third-Party Suppliers for elements of the Services. Accordingly, **norm** may at any time on notice in writing to the Customer unilaterally amend any terms of payment in the Agreement so as to ensure that **norm** is paid the Charges on or prior to the date by which **norm** is to pay any Third-Party Suppliers. **Norm** will also be entitled to require a deposit or other security for payment of the Charges where the same is required of **norm** by any Third-Party Supplier in connection with Third-Party Services.

16.10. Increase to Charges

- 16.10.1. On Expiry of or no Minimum Service Term** **norm** may increase the Charges, at **norm's** sole and absolute discretion after the expiry of any Minimum Service Term applicable to the Agreement and/or Service or where no Minimum Service Term is applicable to the Agreement, at any time during the term of the Agreement.
- 16.10.2. During the Minimum Service Term** **norm** may increase the Charges, at **norm's** sole and absolute discretion if any Third-Party Supplier of the Third-Party Services increases its Charges to **norm** under the Agreement, due to any other Third-Party action and/or in the event that there is a legal, regulatory or governmental change which impacts the Service and results in any increase including but not limited to costs increasing in relation to provision of the Service due to new or amended regulatory requirements.
- 16.10.3. Norm** may increase its Charges in accordance with the provisions set out in the Product Terms applicable to the Service or Product to be delivered under the Agreement.

16.11. Credit Check and Security for Payment

- 16.11.1. Norm** reserves the right to carry out a credit check against the Customer before and/or after the Order Date and, subsequent to the carrying out of such credit check, may request from the Customer a cash deposit or bank guarantee in a form and amount to be approved by **norm** and issued by a bank acceptable to it, the amount not exceeding the Charges **norm** might reasonably expect the Customer to incur during the Service Term under. If during the Service Term any Charges owed by the Customer are outstanding for more than forty-five (45) days or the Charges accrued under the Agreement for payment exceed the cash deposit or bank

guarantee, then the Customer shall be obliged on request from **norm** to increase the cash deposit or bank guarantee to match the outstanding amounts. If the Customer fails to comply with any request under this Clause 16.11.1, this shall be considered to constitute a material breach of the Agreement by the Customer which is not capable of remedy. **Norm** may also suspend the Service under this Agreement or any other Services provided to the Customer under any other Agreement with **norm** until the Customer complies with its obligations under this Clause 16.11.1.

16.12. Credit back of Service Credits

16.12.1. Service Credits will be applied as a credit against the next invoice.

17. SERVICE SUSPENSION

17.1. Norm may suspend the Service as reasonably necessary and provided that where possible in the circumstances **norm** will use its reasonable endeavours to schedule such suspension during hours of low usage of the Service in order to minimise impact on the Service:

17.1.1. to enable either party to comply with an order or request from a court, governmental, or other competent regulatory body, or administrative authority;

17.1.2. for reasonable operation or commercial reasons;

17.1.3. where **norm** suspects there is a security breach in relation to the Service;

17.1.4. to enable **norm** to carry out work which is necessary in its reasonable opinion to maintain or improve the Service;

17.1.5. to carry out standard maintenance and support;

17.1.6. to carry out emergency maintenance and support; or

17.1.7. if the Service depends on a Third-Party Service, then the Service may also be suspended, degraded and varied to the extent that Third-Party Service is suspended on similar grounds to those stated above or on any other grounds imposed by the relevant Third-Party Supplier.

17.2. In addition to any other remedies available at law or in equity and without prejudice to its rights under the Agreement, **norm** will have the right to suspend the Service immediately if deemed reasonably necessary by **norm** in order to protect the proper interests of **norm** or of its other customers. If practicable and depending on the nature of the reason for such suspension, **norm** may, in its absolute discretion, give the Customer an opportunity to remedy the situation. In such case, if the Customer remedies the situation, **norm** will promptly restore the Service.

17.3. Any suspension or downtime to the Service due to the reasons set out in this Clause 17 shall not be considered downtime for the purposes of calculating any Service Credits and service availability calculations.

18. IPR OWNERSHIP

18.1. Subject to Clause 18.2 below, any IPR owned by either party shall not transfer to the other party including any IPR that is generated during the Service Term and as a result of the provision of the Service, Software or Products under the Agreement.

- 18.2. Professional Services** Where the Customer has ordered a Professional Service, **norm** agrees to transfer ownership of all IPR comprised in any bespoke documentation specifically written by **norm** for the Customer at the Customer's request in order to deliver the Professional Service and where the Customer has paid for the same.

19. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

- 19.1.** If the Customer learns of any claim that any Service or part of it infringes any Intellectual Property Rights of any Third-Party in the UK and (a) the Customer informs **norm** promptly of the claim and grants sole control of the defense to **norm** to enable **norm** to settle or litigate it, and does not itself settle or litigate it, and (b) the claim does not arise from the Customer's breach of the Agreement, **norm** will indemnify the Customer and hold the Customer harmless against any damages or costs arising from the claim provided always where the claim relates to IPR of a Third-Party Supplier **norm** will indemnify the Customer within the limits and conditions imposed by the Third-Party Supplier on **norm** in relation to IPR indemnification. The Indemnity in this Clause 19.1 is provided on the basis that **norm's** liability under or in connection with this Clause 19.1 shall be limited to the sum of £250,000 in aggregate.
- 19.2.** In the event of any claim or if the use of any Service is restricted as a result of any claim, **norm** may at its option and expense: (a) obtain the right for the Customer to continue to use the Service; or (b) modify or replace the Service for the Customer to use; or (c) if the use of the Service is permanently prevented by the courts, terminate it and refund to the Customer a sum equal to the sum the Customer will have paid for its use over the twelve (12) months immediately prior to such termination. **Norm** will not be liable if any claim is caused by combining the Service with any software, database or information or data of any kind of which **norm** has not approved. These Clauses 19.1 and 19.2 state **norm's** entire liability and the Customer's entire remedy in respect of any infringement by any Service.
- 19.3.** **Norm** will not indemnify the Customer under the indemnity in Clause 19.1 to the extent that the negligence of the Customer, its Group company, or customers or their respective officers, employees or agents contribute to the loss, demand, claim, damage, cost, expense or liability for which the Customer is claiming an indemnity.
- 19.4.** The Customer shall have a duty to mitigate any loss which it may incur as a result of a matter giving rise to a right of indemnification under Clause 19.1 above.
- 19.5.** The Customer shall indemnify **norm** in respect of any and all claims from third parties relating to infringement of or non-compliance with any Third-Party licences or other end user terms applicable to the use of any IPR, Software, **norm** Equipment, Services or Products by the Customer and/or its Group company, employees, sub-contractors, agents or customers, including but not limited to any end user license agreements product and any terms applicable to open source IPR and open source software.

20. WARRANTIES AND DISCLAIMERS

- 20.1.** **Norm** warrants that it is either the sole and exclusive owner or an authorised licensee or user of all IPR in the Service, **norm** Equipment or Products and reserves all its rights in relation to the same.
- 20.2.** Any report produced by **norm**, in whatever media format, is based on information received or obtained from a Customer and on the reasonable assumption that such information is correct and accurate. A report is not intended to be a source of legal advice and must not be relied upon as such. **Norm** makes no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, or suitability of the recommendations contained in a report for any purpose. In no circumstances will **norm** be liable for any loss or damage including without limitation, indirect or consequential loss or

damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of a report. Any reliance a Customer places on a report is therefore strictly at that Customer's own risk.

- 20.3. Norm** will use its reasonable endeavours to maintain the Service free of malware and viruses. However, **norm** strongly recommends that the Customer has its own effective anti-virus, anti-malware and patch-management programs.
- 20.4. Norm** does not and cannot control the network on which the technology operates or the flow of data to or from its network. Such flow depends largely on the performance of services provided or controlled by Third-Party's including where applicable Third-Party Suppliers. At times, actions or omissions of such third parties and/or Third-Party Suppliers can impair or disrupt connections. Although **norm** will use all commercially reasonable efforts to avoid such events and take all actions it deems appropriate to remedy such events, **norm** cannot guarantee that such events will not occur. Accordingly, **norm** cannot and does not warrant that the Service will be uninterrupted, error-free or entirely secure, and will not be liable for any delay in response time in accessing the internet or local area network and disclaims any and all liability resulting from or related to such events.
- 20.5.** The Customer acknowledges that **norm** does not provide any back-up Software, software or processing facilities covering **norm** Equipment, equipment, data, operating systems or application software unless any back up or resilient high availability services are specifically ordered by the Customer under a specific and express agreement with **norm**, and the Customer agrees that **norm** will not be responsible or liable if, for any reason concerning any of these, the Service cannot be provided.
- 20.6. Norm** does not make any other warranties, guarantees or representations concerning the operation or performance of the Service. The Customer is entirely responsible for deciding to select the Service for its own business purposes, and **norm** accepts no liability for any use to which the Customer puts the Service.
- 20.7.** Each party represents and warrants to the other that it has obtained, where required by law or regulatory authority, all registrations, permits, licences and approvals necessary in any relevant country for it to perform its obligations hereunder, or alternatively, that it is exempt from obtaining them. Upon request, each party will provide the other with copies of all such registrations, permits, licences and approvals. Each party further warrants and undertakes to the other that in performing its obligations under the terms of the Agreement it will comply with all applicable national and local laws, regulations and ordinances.
- 20.8.** The Customer acknowledges and accepts that, as for all other internet users or users of a connected network of devices, **norm** cannot guarantee total system security in relation to any of the Services or Products it provides.

21. LIMITATION OF LIABILITY

- 21.1.** The Customer acknowledges that it has accepted these terms and conditions in the knowledge that **norm** must limit its liability and that the Charges have been calculated accordingly.
- 21.2.** Subject to Clauses 21.3, 21.5, 21.6, 21.7.1, 21.8.1 and 21.9.1, **Norm's** total maximum aggregate liability in contract, tort, common law (including liability for negligence or breach of statutory duty), misrepresentation, restitution, through indemnification or otherwise, arising in connection with the performance or contemplated performance of the Agreement shall be limited to the lesser of a) the Charges payable by the Customer under the Agreement in the twelve (12) month period preceding the month in which the loss or damage occurs (to be calculated pro rata if the period is less than 12 months from the date of the Agreement) or b) £250,000.
- 21.3.** Neither party shall be liable to the other whether in contract, tort, statute, common law (including liability for negligence) through indemnification or otherwise (howsoever caused) for: -

- 21.3.1.** any loss of business, loss of opportunity, loss of profits, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of contract, loss of use, loss or corruption of data or information, loss or damage to reputation;
 - 21.3.2.** for any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and/or
 - 21.3.3.** any loss or damage arising from the transmission of malware or viruses in all cases and possibilities including those cases anticipated in this Clause 21.3, whatsoever which arise out of or in connection with the Agreement. This shall apply even where such a loss was reasonably foreseeable, or the other party had been made aware of the possibility of the other party incurring such a loss.
- 21.4.** The Customer undertakes that if **norm** suffers any loss, damage or expense as a result of:
 - 21.4.1.** any unauthorised access to, or use or misuse of, any Service by any employee, agent or Third-Party of the Customer;
 - 21.4.2.** any unauthorised access to, or use or misuse, by any Third-Party (including any User) if that access or use or misuse was enabled or permitted by such an employee, agent or Third-Party; or
 - 21.4.3.** the ownership or nature or any use made of Customer Information, the Customer will fully indemnify **norm** in respect of such loss, damage or expense.
- 21.5.** Nothing in this Clause 21 will be construed as attempting to limit the liability of either party in respect of injury to or the death of any person caused by any wilful or negligent act or omission of either party, or its employees or agents.
- 21.6.** **Norm** will not be liable for any damages arising from its negligence or otherwise unless the Customer has established reasonable back up, accuracy checks and security precautions to guard against possible malfunctions, loss of data or Customer Information, or unauthorised access, and has taken reasonable steps to minimise any loss.

21.7. Exclusion of Terms and Conditions

- 21.7.1.** Without prejudice to the express terms of the Agreement, all warranties, representations and/or conditions, with respect to the quality, condition or standard of the Services or Products, whether oral or in writing and whether express or implied, either by operation of law, statute or otherwise, are excluded, to the extent permitted by law.

21.8. Service Credit

- 21.8.1.** If **norm** does not meet the SLA, **norm** will apply a service credit to the Customer's account in relation to the Service. The Customer agrees that any Service Credits set out in the relevant SLA shall constitute the Customer's sole financial remedy for unavailability of the Service or otherwise for any failure to meet the SLA and the remedies set out in the SLA are given in full and final satisfaction of **norm's** liability for such unavailability and for such failure. For the avoidance of doubt any unavailability of the Service or failure to meet the SLA by **norm** shall not constitute a breach of the Agreement by **norm** for the purposes of Clause 22.2.4.

22. TERM AND TERMINATION

- 22.1.** The Agreement will come into force on the Order Date and shall remain in force for the Service Term. Unless otherwise stated in the Product Terms, at the expiry of the Minimum Service Term, the Minimum Service Term will automatically renew for successive terms equivalent to the original Minimum Service Term ("**Renewal Term**") and continue until terminated by either Party on at least 30 days prior written notice, to expire no earlier than the end of the Minimum Service Term or any Renewal Term PROVIDED THAT any Product Terms or Order relating to how, when and in what circumstances an Agreement may be

terminated shall take precedence over the provisions of this Clause 22, and the Customer may not terminate the Agreement under this Clause 22, where any conditions for termination specified under the Product Terms or Order have not been met.

22.2. The Agreement may be terminated immediately by notice in writing: -

22.2.1. by **norm** if the Customer fails to pay any sums due under the Agreement by the due date notwithstanding any other provisions for late payment in the Agreement;

22.2.2. where **norm** has the right to suspend the Service due to the Customer's default under the Agreement or due to any governmental, regulatory or any other administrative body requirement;

22.2.3. the Third-Party Supplier terminates the Third-Party Service;

22.2.4. by either party if the other party is in material or continuing breach of any of its obligations under the Agreement and fails to remedy the same (if capable of remedy) for a period of 30 days after written notice of the breach by the other party;

22.2.5. by either party if the other party is involved in any legal proceedings concerning its solvency, or ceases trading, or commits an act of bankruptcy or is adjudicated bankrupt or enters into liquidation, whether compulsory or voluntary, other than for the purposes of an amalgamation or reconstruction, or makes an arrangement with its creditors or petitions for an administration order or has a receiver or manager appointed over all or any part of its assets or generally becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or anything analogous to such event occurs in any applicable jurisdiction or

22.2.6. by **norm** at **norm's** sole and absolute discretion, if the Third-Party Supplier including any sub-contractors' of **norm** is involved in any legal proceedings concerning its solvency, ceases trading, or commits an act of bankruptcy or is adjudicated bankrupt or enters into liquidation, whether compulsory or voluntary, other than for the purposes of an amalgamation or reconstruction, or makes an arrangement with its creditors or petitions for an administration order or has a receiver or manager appointed over all or any part of its assets or generally becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or anything analogous to such event occurs in any applicable jurisdiction PROVIDED ALWAYS that **norm** has used its reasonable endeavours to contact the insolvency practitioner where one is appointed to try and agree a continuation of the Third-Party Service.

22.3. Any termination of the Agreement under this Clause 22 will be without prejudice to any other rights or remedies of either party under the Agreement or at law and will not affect any accrued rights or liabilities of either party at the date of termination.

22.4. The Customer shall forthwith pay any sums due to **norm** pursuant the terminated Agreement.

22.5. Each Party shall return or destroy the other Party's confidential information on termination of the Agreement and if requested by the Owner confirm the same to the Owner by written notice.

22.6. On termination of the Agreement for any reason, the Customer must immediately cease use of the Service and promptly advise all Users accordingly.

22.7. The Customer will cooperate fully with **norm** so that **norm** may recover **norm** Equipment.

23. EARLY TERMINATION PAYMENT

23.1. The Customer will have no right to cancel or terminate the Agreement for convenience. If the Agreement is terminated or deemed to be terminated for any reason, or is wrongfully terminated by the Customer, during its Minimum Service Term or any Renewal Term, then without prejudice to any other rights **norm** may have, **norm** shall be entitled to charge an Early Termination Payment which the Customer agrees to pay.

23.2. The Early Termination Payments will not apply where **norm** terminates the Agreement through no fault or breach of the Customer. Unless otherwise stated, the Early Termination

Payment shall be paid within seven (7) days of receipt of invoice. Both Parties acknowledge and agree that each Early Termination Payment is a genuine pre-estimate of **norm's** anticipated loss and that they are not intended and do not operate as a penalty.

24. CONFIDENTIALITY

24.1. Each party (Recipient) shall keep in confidence all Confidential Information of the other party in consideration of the other party (Owner) disclosing the Confidential Information to the Recipient under or in connection with the Agreement. The Recipient agrees: -

24.1.1. to receive and hold the Confidential Information in the strictest confidence and to take all reasonable security precautions in the safekeeping of the Confidential Information and in preventing its unauthorised disclosure to third parties, applying no lesser reasonable security measures to it than to its own confidential information;

24.1.2. to not disclose the Confidential Information to any Third-Party without the Owner's prior written consent (excluding professional advisers who are bound by client confidentiality obligations);

24.1.3. to use the Confidential Information in (a) performing, administering, managing, enforcing and exercising its rights under the Agreement; (b) the management and administration of the business of each Party; and (c) complying with any legal obligations applicable to the Recipient;

24.1.4. to make copies of the Confidential Information only as strictly necessary and not to copy or store the Confidential Information unless strictly necessary; and

24.1.5. to ensure that its employees and personnel are given access to the Confidential Information only on a 'need to know' basis for the purposes of dealing providing the Products or Service under the Agreement, and that these employees are informed of the confidential nature of the Confidential Information and are contractually bound to safeguard the Confidential Information.

24.2. Exceptions

24.2.1. The Parties agree that information is not to be regarded as Confidential Information and that the Recipient will have no obligation with respect to any information which the Recipient can demonstrate: -

24.2.1.1. is already known to, or in the possession of, the Recipient prior to its receipt from the Owner, or which is publicly available at the time of disclosure;

24.2.1.2. is or becomes known to the public through no wrongful act of the Recipient;

24.2.1.3. is received from a Third-Party who is not in breach of any obligation of confidentiality;

24.2.1.4. is used or disclosed with the prior written authorisation of the Owner;

24.2.1.5. is disclosed by the Recipient in compliance with a legal requirement of a governmental agency (lawful authority, court or regulator or otherwise) where disclosure is required by operation of law; or

24.2.1.6. is developed independently by the Recipient.

24.3. If the Recipient is required to disclose the Confidential Information of the Owner to a governmental agency referred to in Clause 24.2.1.5 above, the Confidential Information may be disclosed if it has a) satisfied itself that the request is lawful; b) where possible notified the Owner of the request and where required allowed the Owner to make representations in the timescales which are reasonably possible within the timescales set out in the request and c) clearly marked the Confidential Information as confidential information of the Owner before disclosure to the requestor.

24.4. The obligations of confidentiality in this Clause 24 will survive termination of the Agreement for a period of five (5) years from the termination or expiration date of the Agreement.

- 24.5.** The Parties acknowledge that breach or any other such violation of this Clause 24 may cause irreparable harm to the Owner, for which monetary damages would be inadequate and injunctive relief from a court may be received by the Owner.

25. DATA PROTECTION

- 25.1.** The parties agree that:-

25.1.1. for the purposes of the Data Protection Legislation, the Customer is the Data Controller and **norm** is a Data Processor except where the Service is a Virtual DPO Service; and

25.1.2. where the Service is a Virtual DPO Service:

25.1.2.1. with the exception of Clause 25.1.2, Clause 25 and the Schedule to the Agreement will not apply; and to make copies of the Confidential Information only as strictly necessary and not to copy or store the Confidential Information unless strictly necessary; and

25.1.2.2. the Customer and **norm** will each be a Data Controller in relation to any Customer Personal Data processed in connection with this Agreement.

25.2. Norm shall notify the Customer if it considers that any of the Customer's instructions infringe the Data Protection Legislation.

25.3. Norm shall provide reasonable assistance to the Customer in relation to compliance with the Data Protection Legislation in connection with its obligations to the Customer arising from the Order.

25.4. Norm shall, in relation to any Personal Data processed in connection with its obligations to the Customer:

25.4.1. process that Personal Data only in accordance with the written instructions of the Customer and in accordance with the Schedule below unless **norm** is required to do otherwise by Applicable Law. If it is so required, **norm** shall promptly notify the Customer before processing the Personal Data unless prohibited by Applicable Law;

25.4.2. ensure that it has appropriate security measures in place and the Customer hereby confirms that such Security Measures are appropriate to protect against a Personal Data Breach having taken into account the:

25.4.2.1. nature of the Personal Data to be protected;

25.4.2.2. harm that might result from a Personal Data Breach;

25.4.2.3. state of technological development; and

25.4.2.4. cost of implementing any additional measures;

25.4.3. ensure that its personnel do not process Personal Data except in accordance with this Clause;

25.4.4. takes all reasonable steps to ensure the reliability and integrity of any **norm** or third-party personnel who have access to the Personal Data and ensure that they:

25.4.4.1. (i) are aware of and comply with **norm's** duties under this clause;

25.4.4.2. (ii) are subject to appropriate confidentiality undertakings with **norm** or any Sub-processor;

25.4.4.3. iii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any Third-Party unless directed in writing to do so by the Customer or as otherwise permitted hereunder;

25.4.5. not transfer Personal Data outside of the European Economic Area (EEA) unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

25.4.5.1. the Customer or **norm** has provided appropriate safeguards in relation to the transfer (in accordance with the Data Protection Legislation as determined by the Customer;

25.4.5.2. the Data Subject has enforceable rights and effective legal remedies;

- 25.4.6.** at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination unless **norm** is required by Applicable Law to retain the Personal Data.
- 25.4.7.** not employ another processor (a 'sub-processor') unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - 25.4.7.1. Norm** informs the Customer of any intended changes concerning the addition or replacement of other sub-processors
 - 25.4.7.2. Norm** imposes on the sub-processor the same data protection obligations as are set out in this clause by a legally-enforceable agreement which, in particular provides sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the Data Protection Regulation
 - 25.4.7.3.** Where that sub-processor fails to fulfil its data protection obligations, **norm** shall remain fully liable to the Customer for the performance of that sub-processor's obligations.
- 25.4.8.** notify the Customer immediately if it:
 - 25.4.8.1.** receives a Data Subject Access Request (or purported Data Subject Access Request) relevant to the Customer;
 - 25.4.8.2.** receives a request to rectify, block or erase any Personal Data relevant to the Customer;
 - 25.4.8.3.** receives any other request, complaint or communication relating to either party's obligations under the Data Protection Legislation;
 - 25.4.8.4.** receives any communication from the Information Commissioner's Office or any other regulatory authority in connection with Personal Data, relevant to the Customer, processed hereunder;
 - 25.4.8.5.** receives a request from any Third-Party relevant to the Customer for disclosure of Personal Data where compliance with such request is required or purported to be required by Applicable Law; or
 - 25.4.8.6.** becomes aware of a Data Loss Event relevant to the Customer.
- 25.4.9.** provide the Customer with assistance in relation to
 - 25.4.9.1.** the Customer's obligations under the Data Protection Legislation and
 - 25.4.9.2.** any complaint, communication or request made under Clause 25.4.8 by providing the Customer with full details and copies of the complaint, communication or request;
 - 25.4.9.3.** carrying out any Data Protection Impact assessment which the Customer is obligated to carry out under the Data Protection Legislation.
 - 25.4.9.4.** any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.
- 25.4.10.** maintain complete and accurate records and information to demonstrate compliance with the Data Protection Legislation
- 25.4.11.** allow for audits of its security measures and data processing activities by the Customer or the Customer's designated auditor, provided that
 - 25.4.11.1.** such audits take place in office only in hours and
 - 25.4.11.2.** on a minimum of 7 working days' notice and
 - 25.4.11.3.** only where such audits are required to assist the Customer in meeting its obligations under the Order
 - 25.4.11.4.** Other audits may be allowed at times agreed in advance with **norm** and subject to the advance payment of a fee.
- 25.5.** In relation to the clauses above, the Customer is responsible (as between the parties and to Data Subjects and supervisory authorities) for:
 - 25.5.1.** ensuring that Data Subjects have given any appropriate consent (if required the Data Protection Legislation) to the processing of any Personal Data by **norm**;

25.5.2. claims or complaints resulting from **norm's** actions to the extent that such actions directly result from instructions received from the Customer.

26. CUSTOMER DATA

26.1. Any data which is provided by the Customer to **norm**, made available to **norm**, or extracted by **norm** as part of providing the Service, during the Service Term, may be provided by or made available for access by **norm** to any Third-Party Supplier, company in the **norm** Group or any other Third-Party providing services to **norm** including front end and back end office or support services, in order for **norm** to provide the Services or Products to the Customer. The Customer agrees to the data being disseminated by **norm** in accordance with and for the purposes set out in this Clause 26.1, subject to Clause 25 (when or where applicable).

27. REMOTE ACCESS

27.1. The Customer hereby authorises **norm** to access the Customer's network and data including any **norm** Equipment located at the Customer's Site in order to provide, maintain and otherwise deal with the Service.

28. NON-SOLICITATION OF STAFF

28.1. Without in any way restricting the right of a person freely to accept employment, while the Agreement is in force and for a period of twelve (12) months from its termination for any reason, the Customer will not solicit the employment or engagement of services, whether directly or indirectly, of any person employed by or acting on behalf of the **norm** who will have worked for the **norm** for a continuous period of three (3) months or more in the preceding twelve (12) months, and who has been designated to provide Services to the Customer in connection with the Agreement. If the Customer is in breach of this condition, the Customer (recognising that **norm** will suffer substantial damage) will pay to **norm** by way of liquidated damages and not by way of penalty a sum equal to the current annual salary or fees of the person concerned.

29. GENERAL CONTRACT PROVISIONS

29.1. Audit Rights

29.1.1. During the Service Term **norm** shall be entitled to inspect and monitor from time to time all usage being made of the Service, including communications being sent and received and data being hosted and processed using the Service including between the Customer Site and **norm's** sites, to verify compliance with this Agreement and to perform the Service.

29.1.2. For any User based, subscription licencing, or capacity or similar usage-based Service, **norm** will have the right to inspect the Customer's manual and electronic records either remotely or by attendance at Site to verify actual usage of the Service. The Customer shall provide **norm**, any **norm** Third-Party or Third-Party Supplier with access to Site and the Customer's records relating to the Customer's usage of the Services including User databases and User lists and such other access to Site or records which **norm** or **norm's** Third-Party or Third-Party Supplier may reasonably require in order to verify actual Service utilisation **norm** shall ensure, where relevant, **norm's** Third-Party or Third-Party Supplier agrees to keep the Customer's information provided pursuant to this Clause 29.1 confidential in accordance with the confidentiality obligations which are equivalent to the confidentiality obligations contained in Clause 24 of the Agreement.

29.2. Publicity

29.2.1. Neither Party shall publicise in any way including positively or negatively through any means including traditional media, social media or any other media, the existence, terms of the Agreement including the relationship between the Parties nor shall a Party use the other party's trade-marks, trade names, service marks or any such other information without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed. Notwithstanding the foregoing the Customer agrees **norm** may use the Customer as a reference in any proposal or marketing campaign provided **norm** has provided the Customer with prior written notice and a copy of the statement to be made in relation to the Customer.

29.3. Entire Agreement

29.3.1. The Agreement constitutes the entire agreement between the parties and supersedes any previous agreement between the parties relating to the subject matter of the Agreement. Each of the parties acknowledges that in entering into the Agreement, it does not rely on and will have no remedy in respect of any statement of fact or opinion not recorded in the Agreement (whether negligently or innocently made), except for any representation made fraudulently.

29.4. Relationship

29.4.1. The relationship between the **norm** and the Customer is that of independent contractor in relation to the Professional Services. Neither party is agent for the other, and neither party has any authority to make any contract, whether expressly or by implication, in the name of the other party.

29.5. Variations and Control Change

29.5.1. No variation of these terms and conditions will be valid unless confirmed in writing by authorised signatories of both parties on or after the date of the Agreement.

29.5.2. Change Control:- If the Customer would like to request any amendment to the Service or Product including an addition or change to any Service or Product after the Order Date it shall provide the request in writing to **norm** by emailing support@normcyber.com. **Norm** will consider the amendment requested by the Customer and if it is agreed by **norm**, **norm** will send a confirmation email to the Customer with the additional Charge (if any) applicable to the requested change. If the requested change results in a change which will not increase the Charges under the Agreement by more than £1000.00 then the variation will be effective on **norm's** final confirmation email. If the Charge is to increase by more than £1000.00 a separate order will be required to record the requested change and new price which shall be signed by the Customer's authorised signatory.

29.6. Force Majeure

29.6.1. Neither party will be liable to the other for any delay or non-performance of its obligations under the Agreement arising from any cause or causes beyond its reasonable control, including (without limitation) act of God, act, omission or caused in any way by a Third-Party, act of government or regulatory authority, war, fire, flood, explosion or civil commotion, or failure of any utilities, telecommunications services or the Internet ("Events") and failure by a Third-Party Supplier to deliver the Third-Party Service or Product unless such failure is due to **norm's** breach of the Agreement and any of the events in this Clause 28.6.1 affecting the Third-Party Supplier. If such delay or non-performance arising from such cause or causes persists for more than sixty (60) days either party may terminate the Agreement on written notice to the other without incurring any further liability under its terms. The Customer will be required to pay any Charges that which have accrued up to and including the date of termination.

29.7. Severability

29.7.1. Notwithstanding that the whole or any part of any provision of the Agreement may prove to be illegal or unenforceable, the other provisions of the Agreement and the remainder of the provision in question shall remain in full force and effect. The Parties will enter into discussions in good faith and using reasonable endeavours to replace the severed provision.

29.8. Waiver

29.8.1. No forbearance or delay by either party in enforcing its respective rights will prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach.

29.9. Rights of Third Parties

29.9.1. The Parties confirm their intent not to confer any rights on any Third-Party by virtue of the Agreement and accordingly the Contract (Rights of Third parties) Act 1999 ("Act") shall not apply to the Agreement, however this does not affect any right that such Third-Party may have apart from the Act.

29.10. Survival

29.10.1. The Parties rights and obligations, whose nature is such that they should continue beyond termination or expiry shall continue beyond the termination date or expiry date of the Agreement.

29.11. Assignment, Novation and Subcontracting

- 29.11.1.** The Customer acknowledges that the Service or Product (or part thereof) may be provided by **norm**, any **norm** Group company, any Third-Party Supplier, **norm** subcontractor and **norm** shall be entitled to sub-contract the provision of all or part of the Service or Product in **norm's** sole and absolute discretion.
- 29.11.2.** The Customer agrees **norm** may upon prior notice to the Customer assign its rights and novate its obligations under the Agreement to any then, existing **norm** Group company or to any person who is to acquire all or substantially all of the business, shares and/or assets of **norm**, and furthermore the Customer will upon request and in order to give effect to such novation enter into a deed of novation with **norm** or other person in a form reasonably required by **norm** (and as attached to such notice) under which that **norm** Group company or other person as successor to **norm** adheres to the rights and obligations of **norm** as set out in the Agreement being so novated; and the Customer releases **norm** from any and all obligations and liabilities under the Agreement being so novated to the extent that it is being assumed by that **norm** Group company or other person.
- 29.11.3.** The Customer shall not assign or otherwise transfer, declare a trust over, charge or otherwise dispose of the Agreement or any of its rights or interests under or in connection with the Agreement without **norm's** prior written consent. **Norm** will not unreasonably withhold such consent in the case of a proposed assignment of the Agreement to a person who is acquiring the entire business and assets of the Customer, but **norm** may require that such assignment take place by means of a deed of novation under which the assignee agrees to take the place of the Customer as Party to the Agreement and agrees with **norm** to observe and perform each of the same in the place of the Customer. No permitted assignment or transfer will relieve the Customer of its obligations hereunder.

29.12. Notices

- 29.12.1.** Any notice given under the Agreement by either party to the other must be in writing and may be delivered personally or by first-class post, and in the case of post will be deemed to have been given two working days after the date of posting. Notices will be delivered or sent to the addresses of the parties registered office or where there is no registered office address, the address on the Order or to any other address notified in writing by either party to the other for the purpose of receiving notices after the date of the Agreement. A notice may be served by email as long as it also delivered by post.

29.13. Compliance

- 29.13.1.** Notwithstanding any obligation to the contrary in the Agreement or even where such obligation is not stated in the Agreement, the Customer acknowledges and accepts that **norm** will shall not be obligated to do anything under the Agreement or in relation to the provision of the Service which would be unlawful or be prevented from doing anything which it is required to do by law.
- 29.13.2.** The Customer shall comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements) and have and will maintain in place throughout the Service Term its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate. Breach of this Clause 29.15 will be deemed as an irredeemable material breach of the Agreement.

29.14. Counterpart Execution

29.14.1. The Agreement may be executed in any number of counterparts each of which when executed and delivered will be an original, but all the counterparts together will constitute one and the same instrument. The Parties agree that the Order may be signed using the Adobe's echo sign facility or such equivalent and neither Party will challenge the validity of a signature because it is signed using Adobe's echo sign facility or such equivalent unless in the case of fraud.

29.15. Governing Law and Jurisdiction

29.15.1. The Agreement is governed by and construed according to English law and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

SCHEDULE

DESCRIPTION	DETAILS
Subject matter of the Processing	The products and/or services purchased by the Customer, as detailed in the Order
Duration of the processing	The term set out for the provision of the Service as stated in the Order
Nature and purposes of the processing	<p>Nature of Processing:</p> <ul style="list-style-type: none"> . Storage . Recording . Consultation . Remote Access . Collection <p>Purposes of processing:</p> <ul style="list-style-type: none"> . Hosting - Cloud and platform . Software Support services . Bespoke software development . Project Management . Training & Consultancy . IT services . Managed Services/ IT Outsourcing services . Data Monitoring for Cyber Security Threat Detection and Response and Vulnerability Management services . Other professional services
Type of Personal Data	This varies from customer to customer but depending on the products and services purchased may include both personal data and special category/sensitive personal data as defined in the Data Protection Legislation
Categories of Data Subject	This varies from customer to customer. The Customer will maintain a list of categories of data subjects appropriate to their use of the products or services.
Plan for return and destruction of the data once the processing is complete (Unless there is a requirement under Applicable law to preserve and or retain that type of data)	Data will be returned to the Customer in a machine-readable format on request prior to termination at the cost of the Customer, unless agreed or to the extent it is required to be retained under Applicable Law.