

## R2C STANDARD TERMS

These terms and conditions apply to all services provided by the Company unless otherwise agreed by the Company in writing. BY ACCESSING, USING THE SOFTWARE, OR DOWNLOADING ANY MATERIALS FROM THE SOFTWARE, THE CUSTOMER IS BOUND BY THESE TERMS.

### 1. INTERPRETATION

1.1 The following definitions and rules of interpretation apply:

**Account:** means the Customer's account (workshop, and/or operator and/or repair and maintenance) to which the Subscription is assigned. For the avoidance of doubt, the Customer might hold a number of accounts with different types of Subscription;

**Additional Charges** means the charges to be calculated by the Company on a time and materials basis at rates to be expressly notified in writing to the Customer from time to time in respect of the provision of the Service include but are not limited to Additional Services, reasonable administrative charges, travel and reasonable expenses;

**Additional Services** means any additional services, products including but not limited to set up, implementation and Training, which are not included in the provision of the Software and as set out in the Order Form;

**Agreement** means these terms and conditions, the Order Form and Service Level Agreement (where applicable) and any other applicable documents from time to time;

**Authorised Users** means a number of users who are employees and/or independent contractors of the Customer who are entitled to use the Software and Services under the Agreement as set the Order Form from time to time;

**Asset** means any individual entity entered into the Software for the management of that asset;

**Confidential Information** means any confidential information, matter, data, know-how, documents, secrets, dealings, transactions or affairs (however recorded or preserved), whether directly or indirectly disclosed to us by you or your employees, officers, representatives or advisers whether before, during or after the Term;

**Company** means R2C Online Limited, company number 04978908, registered office at R2C Online Ltd, 2 Vantage Drive, Sheffield, South Yorkshire S9 1RG;

**Commencement Date** means the date on which the Company signed the Order Form;

**Customer** means the organisation the Company makes the Agreement with as identified in the Order Form including the Authorised Users;

**Data** means all data which the Customer uploads through the Software and any Transactions they perform excluding any shared Data used by other Subscribers;

**Fee** means the fee for the use of the Software and the provision of the Services, Additional Services as set out in the Order Form from time to time and payable in accordance with clause 8 including where applicable the Additional Charges;

**Information** means visual, textual or other information published or otherwise made available by the Customer (directly or indirectly) using the Software;

**Intellectual Property Rights** means all intellectual property rights including but not limited to the following rights existing in any part of the world: all patents, design rights, trademarks, copyright, rights in databases, trade secrets and other rights, Confidential Information, know-how and all other intellectual property rights of a similar

nature in any part of the world, whether registered or unregistered and all applications and the rights to apply for the protection of any of the foregoing;

**Live Date** means the date the Software is configured and set up for the Customer to use and the Customer has been given access (regardless if the Customer starts using the Software once given the access) and in any event no later than 45 days from the Commencement Date;

**Meta Data** means anonymised (by removal of any components or means of identifying a specific organisation or individual in relation to certain data) aggregated data used by the Company for the development, analysis, reports and provision of future products and services and the performance of the Software when used by the Customer;

**Minimum Term** means the initial fixed minimum term, as set out in the Order Form starting from the Live Date;

**Order Form** means the Company order form detailing the Services and Additional Services (where applicable) to be provided to the Customer by the Company;

**Permitted Purpose** means compliance, administrative functions and processes of the Customer for their workshop or fleet management for their sole business use or in conjunction with other Subscribers;

**Reference Data** means all reference or standing data which the Company, a third party provider or a Subscriber, other than the Customer, uploads through the Software;

**Renewal Term** has the meaning given in clause 11.2;

**Service** means the development, integration, access, hosting, Support Services, Additional Services and any other services provided by the Company in relation to the Software or as set out in the Order Form;

**Service Hours** means 9 am to 5:30 pm Monday to Friday (other than English Public Holidays) unless otherwise specified in the Order Form;

**Service Level Agreement** means the service level responses and response times as detailed in clause 3 unless otherwise agreed in a separate service level agreement;

**Service Specifications** means specific functionalities of the Software assigned to the Customer's Account and made available by the Company.

**Software** means the Company's automated vehicle service, maintenance and repair software as a service solution as provided by the Company and access via the Company's designated web-based portal, mobile application, including any error corrections, updates, upgrades, modifications and enhancements;

**Subscription** means access to the Software as detailed in the Service Specifications and the number of Assets, Authorised Users and/or Transactions including where applicable any Additional Services that the Customer purchases from the Company from time to time under the Licence as set out in the Order Form;

**Subscriber** means a person or organisation licensed by the Company to use the Software;

**Support Services** means the maintenance and support services provided by the Company in relation to the Service;

**Term** means the Minimum Term and the Renewal Term thereafter to the date of termination of the Agreement;

**Transaction** means any event where the Customer creates, receives, submits, requests or transmits a record on the Software.

**Training** means training for the use of the Software provided by the Company to the Customer, purchased separately as set out in the Order Form.

### 2. BASIS OF AGREEMENT

2.1 These terms and conditions apply to the provision of the Service to the exclusion of any other terms that the Customer seeks to impose or incorporate including the Customer's own purchase order process, or which are implied by law, trade custom, practice or course of dealing.

2.2 The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

2.3 The Company may revise the Agreement or any additional terms and conditions that are relevant to the Service from time to time to reflect changes in the law or the Company's Services or business practices. The Company shall notify the Customer of any such modification as soon as reasonably practicable.

2.4 The Company reserves the right to refuse the Customer provision of the Service.

2.5 Subject to clause 2.4 the Company agrees to provide the Customer with a licence ("Licence") to use the Software, on a non-exclusive basis for the Permitted Purpose and pursuant to the terms and conditions of the Agreement during the Term.

2.6 The Agreement does not include the provision of telecommunication services necessary for connection to the Service.

2.7 The Order Form constitutes an offer by the Customer to purchase the Licence for the Software and the Service as set out in the Order Form. The Order Form shall only be deemed to be accepted when the Company signs the Order Form at which point and on which date the Agreement shall come into force.

### 3. SOFTWARE AND ADDITIONAL SERVICES PROVISION

3.1 The Company shall create the Account and grants the Customer the Licence to access the Software via the Account for the Permitted Purpose in accordance with Service Specifications. The Customer's access to the Software shall be limited to the Subscription linked to the Account as set out in the Order Form.

3.2 The Order Form sets out the number of the Authorised Users and/or Assets and/or Transaction included in the Subscription ("Minimum Number") for each Account. The Customer acknowledges that it is liable for the cost of the Minimum Number during the Term. The Customers acknowledges and agreed that the Company set a fee per Transaction with a minimum commitment that is charged automatically if exceeded.

3.3 The Customer may vary the Subscription by purchasing an additional number of Accounts, the Authorised Users and/or Assets or increase the minimum number of Transactions at any time after the Agreement comes into force by contacting the Company.

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		<p>Charge. Cancellation made with less than 5 days shall incur 100% of the Additional Charge and the Customers would be required to pay Training fee again to rebook the cancelled Training.</p>
<p>3.4 The Customer acknowledges that the Company may vary the technical specifications of the Service from time to time and make updates or modifications to the Software.</p>	<p>3.12 Unless otherwise agreed in a separate service level agreement with the Company the Software and any Additional Services shall be provided at least a 95% uptime Software availability ("Uptime Service Level"). This availability refers only to an access point on the Company's nominated host backbone network, as the Customer is responsible for its internet access. Availability does not include maintenance events, Customer caused outages or disruptions, or outages or disruptions attributable in whole or in part to force majeure events.</p>	<p>3.21 The Company shall not be liable for the delay in the delivery of the Training if such delay is caused by the Customer.</p>
<p>3.5 The Customer must not transfer, assign or sub-licence the right to use the Software or Service or attempt to do so.</p>	<p>3.13 The Company gives no guarantees or warranties that:</p>	<p><b>4. DATA PROTECTION, SHARING AND SECURITY</b></p>
<p>3.6 The Licence may not be transferred or assigned without the prior written agreement from the Company.</p>	<p>(a) the Software and/or the Services will be uninterrupted or error-free but the Company shall use reasonable endeavours to correct reported faults as soon as reasonably practicable;</p>	<p>4.1 In this clause 4, the following expressions shall unless the context otherwise requires, have the meanings given below:</p>
<p>3.7 The Customer shall not and must not permit any other third party to:</p>	<p>(b) that the Software or the Additional Services will not cause the Customer's other hardware or software to operate without interruption or error, or to be free of problems.</p>	<p>"Categories of Data Subject" has the meaning as set out in the Data Protection Appendix;</p>
<p>(a) duplicate, modify or distribute any portion of the Software or interfere or disrupt the Services (for the avoidance of doubt any material or documents generated by the Software shall form part of the Software); or</p>	<p>3.14 The Customer must report all faults to the Company.</p>	<p>"Data Controller" has the meaning given in the Data Protection Legislation;</p>
<p>(b) reverse compile, disassemble, reverse engineer or otherwise reduce to a human-perceivable form any of the Software, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties; or</p>	<p>3.15 The Company warrants that use of the Software and Services will not infringe any third party rights.</p>	<p>"Data Processor" has the meaning given in the Data Protection Legislation;</p>
<p>(c) modify the Software; or</p>	<p>3.16 The Company shall:</p>	<p>"Data Protection Appendix" means the data protection appendix which forms part of the Agreement;</p>
<p>(d) use, copy or infringe the Intellectual Property Rights in relation to the Software, to develop any competing product, equivalent system or system components or commercially exploit the Software for any purpose other than its core business activities.</p>	<p>(a) use its reasonable endeavours in relation to the provision of the Software;</p>	<p>"Data Protection Legislation" means the UK General Data Protection Regulation as in force from time to time (UK GDPR), Data Protection Act 2018 and the Privacy and Electronic Communication Regulations 2003, any amendment, consolidation or re-enactment thereof, any legislation of equivalent purpose or effect enacted in the United Kingdom and any orders and binding guidelines and instructions issued under any of the above by relevant national authorities, a judicial authority in England and Wales;</p>
<p>3.8 The Customer shall be issued with a set of unique passwords to access the Software. The Customer is responsible for the security and proper use of all passwords relating to the Software and must take all necessary steps to ensure that each password is kept confidential, secure, used properly in accessing the Software and not disclosed to any party other than the Authorised User. The Company reserves its right to periodically require the Customer to evidence that each Authorised User changes their password and shall notify the Customer accordingly.</p>	<p>(b) ensure that it obtains, and maintains all consents, licences and permissions (statutory, regulatory, contractual or otherwise) it may require and which are necessary to enable it to comply with its obligations in the Agreement;</p>	<p>"Data Subjects" has the meaning given in the Data Protection Legislation and for the purposes of the Contract shall include the Categories of Data Subject;</p>
<p>3.9 If the Authorised User forgets, misplaces or compromises any password, the Customer must contact the Company immediately and upon satisfaction of security checks that the Company may determine, a new password shall be issued.</p>	<p>(c) ensure that the Software and any Additional Services shall conform in all respects with the applicable description thereof set out in the Order Form and that any service levels set out in the Service Level Arrangements;</p>	<p>"Duration of Processing" has the meaning as set out in the Data Protection Appendix;</p>
<p>3.10 The Customer must inform the Company immediately if it has any reason to believe that any password has become known to someone not authorised to use it or if any password is being or is likely to be used in an unauthorised way.</p>	<p>(d) comply with all applicable laws from time to time in force, and the mandatory policies set out in the Agreement.</p>	<p>"Nature of Processing" has the meaning as set out in the Data Protection Appendix;</p>
<p>3.11 The Customer is responsible for monitoring and control of user log-ins and passwords relating to the use of the Software by the</p>	<p>3.17 The Company may, at its sole discretion and by express agreement, agree to provide the Customer with all or any of the Additional Services which shall be charged to the Customer as detailed in the Order Form.</p>	<p>"Personal Data" has the meaning given in the Data Protection Legislation and for the purposes of the Contract shall include the Types of Personal Data;</p>
	<p>3.18 The Company shall provide Training to the Customer where applicable prior to the Live Date in the format and method designed and decided by the Company.</p>	<p>"Purpose of Processing" has the meaning as set out in the Data Protection Appendix;</p>
	<p>3.19 The Customer shall purchase the Additional Services by contacting the Company during the Term. The Additional Services shall be charged separately on a time and materials basis as detailed in the Order Form.</p>	<p>"Subject Matter of Processing" has the meaning as set out in the Data Protection Appendix; and</p>
	<p>3.20 The Customer must cancel or amend the Training and/or Additional Services at no less than 14 days' notice prior to the original booking date not to incur the additional Charges. Cancellations made within 13-5 days shall include 50% of the Additional</p>	<p>"Types of Personal Data" has the meaning as set out in the Data Protection Appendix.</p>
		<p>4.2 Both parties warrant that they shall comply with all applicable requirements of the Data Protection Legislation.</p>
		<p>4.3 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and the Company is the data processor.</p>
		<p>4.4 The Data Processing Appendix sets out the Subject Matter, Nature and Purpose of Processing by the Company, the Duration of the processing and the types of Personal Data and categories of Data Subjects.</p>
		<p>4.5 The Customer shall ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Company for the duration and purposes of this Agreement.</p>

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- 4.6 The Company shall, in relation to any Personal Data processed by its connection with the Agreement:
- (a) process the Personal Data only on the written instructions of the Customer unless it is required by applicable laws. Where the Company is relying on applicable laws as the basis for processing the Personal Data, the Company shall promptly notify the Customer of this before performing the processing required by applicable laws unless those applicable laws prohibit the Company from so notifying the Customer;
- (b) ensure that it has in place at all times appropriate technical and organisational measures to:
- (i) to prevent and protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, which are appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data);
- (ii) to ensure confidentiality, integrity, availability and resilience of its systems and services;
- (iii) to ensure availability of and access to Personal Data can be restored in a timely manner after an incident; and
- (iv) to provide for regular assessment and evaluation of the effectiveness of the technical and organisational measures adopted by it;
- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential and are subject to legally binding confidentiality obligations;
- (d) not transfer any Personal Data outside of the United Kingdom and the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
- (i) the Customer or the Company has provided appropriate safeguards in relation to the transfer;
- (ii) the data subject has enforceable rights and effective legal remedies;
- (iii) the Company complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- (iv) the Company complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- (e) assist the Customer in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to requests from Data Subjects, security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Customer without undue delay on becoming aware of a Personal Data breach;
- (g) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer at any time and on termination of the agreement unless required by applicable law to store the Personal Data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 4, which it shall make available to the Customer upon the Customer's reasonable written request to allow the Customer to audit such compliance.
- 4.7 The Customer consents to the Company's appointing a third-party processor of Personal Data under this Agreement provided that:
- (a) the Company has notified the Customer of such third-party processor in writing;
- (b) the Company confirms that it has entered or will enter (as the case may be) into a written agreement with the third-party processor incorporating terms which are substantially similar to those set out in this clause 4;
- (c) upon the termination of the Agreement for any reason, all Personal Data held by the third-party processor shall be deleted or returned to the Customer at the written direction of the Customer, and
- (d) as between the Customer and the Company, the Company shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 4.
- 4.8 The Customer agrees that its Data, Reference Data and Information shall be made available to other Subscribers of the Software who the Customer has authorised by the "invitation" function of the Software, and the Customer grants an irrevocable licence to the Company to use the Data for such purposes.
- 4.9 The Customer warrants to the Company that it does not intend to transfer Personal Data under the Agreement but should the Data, Reference Data or Information the Customer inputs into the Software contain Personal Data, then the Customer warrants that it will comply with the Data Protection Legislation if and to the extent the Data, Reference Data or Information it inputs into the Software contains or will contain Personal Data that the Customer has complied with all its requirements under the Data Protection Legislation during the Term.
- 4.10 The Customer warrants and undertakes that:
- (a) Personal Data has been obtained and processed lawfully;
- (b) the use of the Personal Data will be entirely consistent with any appropriate specified and lawful purposes for which the Customer has registered under the Data Protection Legislation in respect of the Personal Data;
- (c) the Customer will not use or disclose the Personal Data in any part in a matter incompatible with that Purpose of Processing;
- (d) the Personal Data is adequate, relevant and not excessive in relation to the Purpose of Processing;
- (e) the Personal Data is accurate and the Customer will keep the Personal Data fully up to date at all times during the Term.
- 4.11 The Company cannot guarantee and shall not be responsible for the accuracy, completeness or currency of any Reference Data, over which it has no control, and the Customer hereby waives any rights that it may have to make any claims against the Company in respect of the quality or quantity of the Reference Data.
- 4.12 The Company and the Customer undertake to each other to comply at all times with the Data Protection Legislation. The parties shall provide one another any reasonable assistance required to comply with their obligations under the Data Protection Legislation.
- 4.13 The parties agree to indemnify the other party and shall hold the other party harmless against all actions, claims, demands, liabilities, damages, costs, losses or expenses incurred or suffered by the other party as a result of any breach of a party of its obligations under the Data Protection Legislation.
- 4.14 the Company (or its hosting provider) shall perform scheduled back-ups, provide routine and emergency data recovery, and manage the archiving process of the Data.
- 4.15 In the event of any loss or damage to the Data, the Customer's sole and exclusive remedy shall be for the Company to restore the lost or damaged Data from the latest back-up maintained by the Company in accordance with the archiving and recovery procedure referred to in clause 4.14, provided that the Company has fully complied with clause 4.14.
- 4.16 the Company shall not be responsible for any loss, destruction, alteration or disclosure of Data caused by any third party except third-party processors appointed in accordance with clause 4.7 and those third parties sub-contracted by the Company to perform services related to maintenance and back-up of the Data or to the extent resulting from the Company's failure to comply with its obligations under the Agreement including in relation to the security of Data.
- 5. PROPRIETARY RIGHTS**
- 5.1 The Customer acknowledges and agrees that the Company and/or its licensors own all Intellectual Property Rights in the Software, the Services, the Additional Services and any other products, programs, coding, algorithms, software or other solutions developed by the Company. The Agreement does not grant the Customer any rights to the Company's Intellectual Property Rights.
- 5.2 The Company warrants that it holds all the rights in relation to the Software that are necessary to comply with the Agreement.
- 5.3 The Customer must:
- (a) notify the Company immediately if it becomes aware of any infringement of the Intellectual Property Rights;
- (b) give the Company sole conduct of the defence, claim or action brought by a third party in respect of any purported the Intellectual Property Rights infringement;

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- (c) not at any time admit liability or otherwise attempt to settle or compromise claim or action brought by any third party in respect of any Intellectual Property Rights infringement, except upon the Company's express instructions; and
- (d) act in accordance with the instructions of the Company and give such assistance that the Company requires in respect of the conduct of the defence of a claim or action brought by any third party in respect of any Intellectual Property Rights infringement.
- 5.4 the Company shall indemnify the Customer against any damages (including costs) that may be awarded or agreed to be paid to any third party in respect of any claim or action that the normal operation, possession or use of the Service (excluding any third party systems) by the Customer during the Term, infringes the Intellectual Property Rights of the said third party ("Intellectual Property Infringement") provided that:
- (a) the Customer gives notice of any Intellectual Property Infringement forthwith of becoming aware of the same; and
- (b) the Customer gives the Company the sole conduct of the defence, claim or action in respect of any Intellectual Property Infringement and not at any time admit liability or otherwise attempt to settle or compromise the said claim or action except upon our express instructions; and
- (c) the Customer acts in accordance with reasonable instructions and gives such assistance that the Company shall reasonably require in respect of conduct of the said defence.
- 5.5 The Company shall have no liability to the Customer in respect of any Intellectual Property Right infringement to the extent the same is due to any unauthorised alterations, modification or adjustment to the Software by the Customer without the Company's consent.
- 5.6 The Data is the property of the Customer and the Customer grants the Company to use the Data for the provisions of the Service under the Agreement. The Meta-Data is the property of the Company and the Company reserves all Intellectual Property Rights that may, at any time, subsist in the Meta-Data.
- 6. THE SERVICES**
- 6.1 The Company shall provide the Support Services during the Service Hours.
- 6.2 To enable the Company to deliver the Software and the Additional Services, the Customer shall:
- (a) provide the Company with all necessary co-operation and information in relation to the Agreement;
- (b) comply with all technical instructions published by the Company from time to time;
- (c) comply with all applicable laws and regulations with respect to its activities under the Agreement; and
- (d) carry out all other Customer responsibilities set out in the Agreement in a timely and efficient manner.
- 6.3 The Company shall comply with all applicable laws in performing its obligations under the Agreement.
- 6.4 The Company does not warrant, nor gives any guarantees that:
- (a) any Reference Data is at any time up to date or accurate; or
- (b) the Software and/or the Additional Services (if applicable) will not cause the Customer's other hardware or software to operate without interruption or error or be free of problems.
- 6.5 The Company undertakes that it will at all times operate an effective and appropriate business continuity plan, disaster recovery plan and security policy.
- 7. CUSTOMER OBLIGATIONS**
- 7.1 The Customer is responsible for providing suitable telecommunication services, internet connections, hardware and software necessary to enable access to the Software to the minimum specification stipulated by the Company from time to time.
- 7.2 The Customer must not use the Software:
- (a) fraudulently or in connection with a criminal offence;
- (b) to send, receive, upload, download, use or re-use any material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy or any other rights;
- (c) to cause annoyance, inconvenience or needless anxiety whether to the Company, any other Subscriber or any other third party by any means including using the Software for persistently sending requests for information, other than as may be necessary or appropriate in respect of genuine Transaction, generating unacceptable levels of data import or failing to monitor and respond to communications;
- (d) other than in accordance with the acceptable use policies of any connected networks;
- (e) to send unsolicited advertising or promotional material; or
- (f) in a way, whether knowingly or otherwise, which would impair the operation of the Software or put them in jeopardy.
- 7.3 The Customer warrants that:
- (a) the Information and Data provided by the Customer (whether stored on or sent via the Software) will not contain any material which is (or the accessing of which) would be obscene, offensive, defamatory or a criminal offence or otherwise unlawful;
- (b) all necessary licences and consents (including those from any third party owners or licensors) have been obtained and that the Customer will comply with all legislation, instructions or guidelines issued by regulatory authorities, relevant licensors and any other codes of practice which relate to Information or Data or are applicable or relevant to the Customer's business.
- 7.4 The Customer is responsible for creating, maintaining, designing and configuring all Information, Data, or other material transmitted through the Software. The Customer must ensure that contact details are included in a clear and legible form sufficient for receipt of any enquiries or complaints regarding Information, Data or any other material which the Customer transmits through the Software. The Customer acknowledges that the Company has the right to disclose such contact details to any person with an enquiry or complaint if they are unable to locate those details.
- 7.5 The Customer shall notify the Company immediately of any changes to the Information, including but not limited to its contact details, that it provided when registering for the Software, and warrants that all information supplied at the time the Customer registered for the Software and any changes notified to those details will be true, complete and accurate in all respects.
- 7.6 The Customer agrees that access to Reference Data is provided for the sole provision of effecting Transactions through the Software and cannot be used for any other purposes.
- 7.7 The Customer must not use, copy or infringe the Intellectual Property Rights in relation to the Software, and any other programs, coding, algorithms, software or other solutions developed by the Company during the Term to develop any competing product, equivalent system or system components.
- 7.8 The Customer shall indemnify the Company and keep the Company indemnified fully and effectively against all actions, proceedings, claims, demand, damages and costs (including legal costs on a full indemnity basis) incurred by the Company as a result of any breach of the warranties set out in this clause 7.
- 8. FEES, PAYMENTS AND INVOICING**
- 8.1 The Customer shall pay the Fees as set out in the Order Form by direct debit within 10 days following the issue of an invoice and the time shall be of the essence. The Customer authorises the Company to charge to its designated account all Fees. It is a condition of the Agreement that the Customer has a valid direct debit mandate in place during the Term. Without a current direct debit mandate in place between the parties the Company may immediately suspend the provision of the Service or terminate the Agreement without any notice. If the payee account holder refuses to make a payment, the Company shall charge the Customer a returned direct debit charge of £30. The Company may charge the Customer an administration fee if the Company does not receive payment for any other reason that is not the Company's fault.
- 8.2 The Company's standard payment method is via direct debit. The Company shall charge a fee of £15 for non-standard payment methods or payment periods per invoice.
- 8.3 All amounts and Fees stated or referred to in the Agreement are exclusive of value added tax, which shall be added to the Company's invoice(s) at the appropriate rate from time to time. The Customer is responsible for its value added tax liabilities.
- 8.4 Depending on the Subscription the Customer shall pay the Fees annually or monthly as

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- described in the Order Form. The first payment shall be due upon signature of the Agreement and shall be set out in the Order Form. Any relevant Additional Charges shall be included in the first payments.
- 8.5 Under no circumstances shall any advance payments be refundable.
- 8.6 Any relevant Additional Services shall be paid upon signature of the Order Form unless otherwise agreed by the Company. Training cost shall be included in the Fees set out in the Order Form and be part of the first payment.
- 8.7 At any time the Company reserves its right to increase the Fees, provided that the Customer is given no less 30 days' prior notice of such increase;
- 8.8 The Company shall be entitled to charge Additional Charges:
- (a) if Additional Services are provided in circumstances where any reasonably skilled and competent IT engineer would have judged the Customer's request to have been unnecessary;
- (b) if the Additional Services are required as a result of any default of the Customer in compliance with its obligations under these terms and conditions or as a result of the Customer's failure to comply with the Company's reasonable instructions or directions issued from time to time; and/or
- (c) when the Company provides any Additional Services at the written request from the Customer.
- 8.9 Interest shall accrue on overdue amounts at the rate of 5% per annum above the Bank of England base rate, commencing on the due date and continuing until fully paid, whether before or after the judgment.
- 8.10 All payments due by the Customer to the Company shall be made without set-off or counterclaim.
- 8.11 The Company reserves its right to instigate normal credit checks if it, in its sole discretion, deems this to be appropriate and to disclose details and these terms to a credit reference agency to assist with credit decisions and fraud prevention. The Company reserves the right to refuse, without reason, any payment method tendered.
- 9. SUSPENSION**
- 9.1 The Company reserves its right, at its absolute discretion, to temporarily suspend access to the Software or the provision of the Additional Services:
- (a) if the Customer cancels its direct debit mandate;
- (b) if the Company has not received payment by the due date and having notified the Customer of such non-payment, the Customer has failed to pay the outstanding sums owing under clause 8 within 10 days of such reminder, until such payment is received, together with any accrued interest in accordance with clause 8.6; and
- (b) in the event of a breach by the Customer of clauses 3, 4, 7 and 8 and in such instance the Company shall not restore access to the
- Software until it receives an adequate assurance from the Customer that there will be no further breaches.
- 9.2 The Company may from time to time temporarily withdraw, or make alterations to the Software or the Additional Services for technical, security, maintenance and other operational reasons. The Company shall use reasonable endeavours to give the Customer reasonable advance notice of any such downtime or alterations, but the Customer acknowledges and agrees that on occasion such downtime or alterations, for technical, security maintenance and other operational reasons, may have to be made on very short notice, or without notice. The Company shall use its reasonable endeavours to minimise any negative impact of such changes upon the delivery of the Software or the Additional Services and shall wherever reasonably possible seek to avoid any reduction in the core functionality of the Software and the Additional Services.
- 10. LIMITATION OF LIABILITY**
- 10.1 This clause 10 sets out the entire financial liability of the Company including any liability for the acts or omissions of its employees, agents and sub-contractors to the Customer in respect of:
- (a) any breach of the Agreement;
- (b) any use made by the Customer of the Software, the Additional Services, the Reference Data or any part of them; and
- (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with these terms and conditions.
- 10.2 Except as expressly provided in these terms and conditions, all warranties, conditions, statements, or undertakings which may be implied by statute, common law, custom or trade or otherwise are hereby excluded to the fullest extent permitted by law and this clause 10 specifies the entire liability of the Company including liability for negligence.
- 10.3 Except as expressly and specifically provided in these terms and conditions the Customer assumes sole responsibility for results obtained from the use of the Software and the Additional Services by the Customer, and for conclusions drawn from such use. The Company shall have no liability for any damage caused by errors or omissions in any Information provided to the Customer in connection with the Software, or any actions taken by the Company at the Customer's direction.
- 10.4 The Customer must inform the Company immediately if any third party makes or threatens to make any claim or issue legal proceedings against the Customer relating to the use of the Software and the Customer shall, upon request, immediately stop the act or acts complained of. Upon the Company's request, the Customer must confirm the details of the claim(s) in writing.
- 10.5 Use of the Software to purchase products or services from another Subscriber is solely at the risk of the Customer and the Company shall accept no liability in respect of such products or services. In such event that the Customer will enter into a contract directly
- with the appropriate Subscriber and not with the Company. The Company has no control over the information which can be transmitted by Subscribers using the Service and as the Company does not examine the use to which the Customer or other Subscribers put the Service or the nature of the Information being sent or uploaded, the Company therefore excludes all liability of any kind for:
- (a) the transmission or receipt of any Information via the Service or accuracy or quality of any such Information;
- (b) any Information or any other material published or otherwise made available by the Customer or any other person via the Service;
- (c) the terms of any contract or other agreement concluded between the Customer and any other Subscriber or third party.
- 10.6 Nothing in these terms and conditions excludes the Company's liability for:
- (a) for death or personal injury caused by its negligence; and
- (b) for fraud or fraudulent misrepresentation.
- 10.7 The Service Level Arrangements set out in clause 3.10 state the Customer's full and exclusive right and remedy, and the Company's only obligation and liability in respect of, the performance and/or availability of the Software, or their non-performance and non-availability.
- 10.8 Subject to clause 10.6:
- (a) the Company shall not be liable for any loss of profits, loss of business, pure economic loss, depletion of goodwill and/or similar losses;
- (b) the Company shall not be liable for any special, indirect or consequential loss, costs, damages, charges or expenses however arising; and
- (c) the Company's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Agreement shall be limited to the Fees paid by the Customer during the 12 month period in which the claim arose.
- 11. TERM AND TERMINATION**
- 11.1 The Agreement shall commence on the Commencement Date and unless terminated earlier in accordance with this clause 11, shall continue for the Term.
- 11.2 After the expiry of the Minimum Term, the Agreement shall continue on a rolling 12-month terms ("the Renewal Term"), unless either party serves 12 months' written notice of termination to other party to expire on the next anniversary of the Live Date.
- 11.3 If the Customer terminates the Agreement during the Minimum Term or any Renewal Term other than as a result of a material breach of these terms by the Company then the Customer shall pay to the Company on demand an amount equal to any and all Fees and Additional Charges that it would have paid to the Company pursuant to clause 8 calculated from the date of termination until the end of the Minimum Term or Renewal Term.

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- 11.4 Without prejudice to any of the rights or remedies to which the parties may be entitled, the Agreement may be terminated immediately by notice in writing:
- (a) by the other party commits a material breach of any term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
- (b) by the Company if the Customer fails to pay any outstanding sums after receiving a reminder in accordance with clause 9.1;
- (c) by either party, if the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;
- (d) by either party, if the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy.
- Provided that any right to terminate set out in subclasses (c) and (d) shall be subject to the provisions of section 233B of the Insolvency Act 1986 (as amended).
- 11.5 On termination:
- (a) the Licences granted under the Agreement shall immediately terminate;
- (b) the Company may destroy or otherwise dispose of any of the Data in its possession unless the Company receives, no later than ten days after the effective date of the termination or expiry of the Agreement, a written request for the delivery to the Customer of the then most recent back-up of the Data. The Company shall use reasonable efforts to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all Fees, Additional Charges and any sums outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by the Company in preparing a copy of the Data; and
- (c) the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.
- 11.6 For the avoidance of doubt, until the Data is destroyed, all licences granted by the Customer to the Company in respect of the Data shall survive termination of the Agreement.
- 12. DISPUTE RESOLUTION**
- 12.1 A party shall send written notice to the other party of any dispute ("Dispute Notice"). The parties shall first attempt to resolve any dispute set forth in the Dispute Notice by negotiation and consultation between the parties.
- 12.2 Any dispute arising under the Agreement shall in the first instance be reported to senior management representatives of both parties
- who will endeavour to resolve such dispute as detailed in the Dispute Notice to the mutual satisfaction of both parties. In the first instance and within 7 days following the Dispute Notice from either the Customer or the Company in relation to a dispute or the failure of a party to perform its obligations as defined, a senior representative of both parties shall meet to attempt to agree a resolution.
- 12.3 If the dispute is not resolved within 14 days of the meeting described in clause 12.2, then directors of both parties shall meet in an attempt to agree a resolution. Should this fail to result in a mutually agreeable resolution within 14 days of this meeting, either party shall be entitled to issue legal proceedings in order to resolve the dispute.
- 13. ASSIGNMENT AND OTHER DEALINGS**
- 13.1 The Company may transfer all of its rights and responsibilities under the Agreement. This may include the right to collect any debt owed to the Company. If the Company transfers its rights and obligations under the Agreement to a third party, it will charge a reasonable administration fee for collecting any outstanding debt. The third party will use the account details provided by the Customer to collect the debt. To perform its obligations under the Agreement, the Company may appoint agents who may be other companies in the Company's group of companies or any other third party. An agent will be entitled to any of the Company's rights under the Agreement. The Customer must not transfer the Agreement without the Company's written permission. If the Customer's business changes significantly at any time during the Agreement, the Company shall have the right to terminate the Agreement immediately.
- 14. VARIATION & WAIVER & SEVERANCE**
- 14.1 No variation of the Agreement requested by the Customer shall be effective unless it is in writing (excluded email) and signed by a duly authorised representative of the Company. A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy. If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If that modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to, or deletion of, a provision or part-provision under this clause 14 shall not affect the validity and enforceability of the rest of the Agreement.
- 15. CONFIDENTIALITY**
- 15.1 Subject to clause 19, all information supplied by the Customer or the Company in connection with the Agreement shall be kept in the strictest confidence and shall not be disclosed to any third party unless required by the laws of any competent jurisdiction or by any national or international regulatory authority or is necessary for the proper performance of its respective obligations. This obligation of confidentiality will not apply to any information which is in the public domain or was known by the recipient prior to disclosure.
- 16. FORCE MAJEURE**
- 16.1 Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control (excluding payment obligations) ("Force Majeure Event"). The Force Majeure Events shall include, without limitation: an act of God, war, fire, flood, explosion, civil commotion, pandemic, epidemic, terrorism and counter-terrorism. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for three months, the party not affected may terminate this agreement by giving 30 days' written notice to the affected party.
- 17. NOTICE**
- 17.1 Save as set out in clause 17.2, any notice required to be given under these terms and conditions shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its registered office address, or such other address as may have been notified by that party for such purposes.
- 17.2 In respect of a notice provided by the Customer to the Company pursuant to clause 11.2, the Customer may provide such notice either in accordance with clause 17.1 or by way of a letter on the Customer's letterhead, attached to an email and sent to the email address notified to the Customer by the Company for this purpose.
- 17.3 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first working day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. In the case of clause 17.2 only, a correctly addressed notice shall be deemed to have been delivered by email at the time of transmission or, if this would occur outside of business hours, at 9 am on the first working day following delivery.
- 18. THIRD PARTY RIGHTS**
- 18.1 No term of the Agreement is intended to confer a benefit on or be enforceable by, any person other than the Customer and the Company.
- 19. USE OF DATA**
- 19.1 The Company collects the Meta Data and Information from the Customer when the Customer register for the Service and when the Customer transmits or receives Data via the Service and the Customer expressly

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- acknowledges that the Company and any member of the group of companies of which the Company is a member may use the Meta Data (excluding any Personal Data) for analysis, reporting, product development, new product development, publicity purposes or to encourage other Subscribers to transact via the Service or as otherwise permitted through proper use of the Service.
- 19.2 The Customer agrees that the Company will collect the Meta Data and Information (excluding any Personal Data) from the Service in order to provide analysis and reports for the benefit of the Company, the Customer, other Subscribers and third parties.
- 19.3 The Company uses cookies in the provisions of the Services and collection of Meta Data. A cookie is a small data file that is written into a visitor's hard drive for the purposes of record keeping and to make improvements. The Customer agrees that the Company collates Meta-Data in relation to the use of the Software. More Information about the cookies can be found in the Company's cookies policy. The other Subscribers may also use cookies to collect the Meta Data and Information.
- 19.4 For the avoidance of doubt it is the Customer's responsibility to maintain a full and accurate record of all data (including Personal Data and invoices) transmitted through the Service. The Company reserves the right to delete any such data in accordance with its retention policy, a copy of which is available on request from the Company.
- 20**
- ANTI BRIBERY**
- 20.1 The Customer and the Company agree to adhere to the provisions of the Bribery Act 2010 (the "Relevant Requirements") and in the particular warrant that no financial or other advantages that would contravene the Relevant Requirements has been offered either directly or indirectly from one party to the other party in exchange for the arrangement or performance of any part of the Services set out in the Agreement. Both Parties shall maintain in place their own policies and procedures to ensure compliance with the Relevant Requirements and shall promptly report to the other party any request or demand for any undue financial or other advantages that would contravene the Relevant Requirements received in the performance of the Agreement. Breach of this clause shall be deemed to be a material breach of the Agreement that is not remediable.
- 21**
- ANTI SLAVERY**
- 21.1 The Customer and the Company agree to adhere to the provisions of the Modern Slavery Act 2015 ("the MSA") and shall promptly report to the other party if it becomes aware of any actual or suspected breach of the MSA, or if it receives a communication from any person alleging breach of the MSA in the arrangement or performance of any part of the Services.
- 21.2 Both parties shall ensure that all sub-contractors shall be bound in writing by terms equivalent in all material respects to those set out in this clause.
- 21.3 Each party represents and warrants that at the date of the Agreement it has not been convicted of any offence involving slavery and human trafficking; nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- 22**
- GOVERNING LAW AND JURISDICTION**
- 22.1 The Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales and the parties shall submit to the exclusive jurisdiction of the English courts.
- 23**
- CONTACT DETAILS & SUPPORT**
- 23.1 By email: [support@r2conline.com](mailto:support@r2conline.com) (excluding for the purpose of clause 17.2); by phone: 0114 399 2430 (9.00 am to 5.30 pm Monday to Friday not including public holidays in England and Wales); or by post: R2C Online Ltd, 2 Vantage Drive, Sheffield, South Yorkshire S9 1RG.
- The Company may record phone calls for monitoring and training purposes.

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**DATA PROTECTION APPENDIX**

**Processing by the Customer as data sub-processor**

Subject matter of processing	Customer Data
Nature & Purpose of Processing	The provision of the Software by the Company under the Agreement.
Duration of the Processing	The Term of the Agreement
Types of personal data	Names, email addresses and phone numbers of Customer personnel
Categories of data subject	Details of users, employees, agents and workers appointed by the relevant Subscriber to use the services and the Service and who are authorised to approve and enter into Transactions.