

Standard Terms and Conditions

1 Definitions and interpretation

1.1 In these Conditions the following definitions apply:

“Affiliate” means any entity that directly or indirectly Controls, is Controlled by or is under common Control with, another entity;

“Applicable Law” means all applicable laws, legislation, statutory instruments, regulations and governmental guidance having binding force whether local or national or international in any relevant jurisdiction;

“Bribery Laws” means the Bribery Act 2010 and all Applicable Laws in connection with bribery or anti-corruption and associated guidance published by the Secretary of State for Justice under the Bribery Act 2010;

“Business Day” means a day other than a Saturday, Sunday or bank or public holiday when banks generally are open for non-automated business in England;

“Conditions” means the Supplier’s terms and conditions of sale set out in this document;

“Confidential Information” means any commercial, financial or technical information, information relating to the Deliverables, any source or object code, plans, know-how or trade secrets which is obviously confidential in nature or has been identified as confidential, or which is developed by the Customer in performing its obligations under, or otherwise pursuant to the Contract;

“Contract” means this agreement between the

Supplier and the Customer for the sale and purchase of the Deliverables incorporating these Conditions, and:

- (a) if you use the Services:
 - (i) the License Agreement;
 - (ii) any Scope of Work; and
- (b) if you purchase Goods hereunder an Order,

and including all its schedules, attachments, annexures;

“Control” means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company and **“Controls”**, **“Controlled”** and **“under common Control”** shall be construed accordingly;

“Controller” shall have the meaning given in applicable Data Protection Laws from time to time;

“Customer”, “you”, “You”, or “your” means the named party in the Contract which has agreed to purchase the Deliverables from the Supplier and whose details are set out in the registration of the Customer on the Platform, an Order and/or any Schedule, as applicable;

“Data Protection Laws” means, as binding on either party or the Deliverables:

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

“Data Protection means any regulator, authority or body

Supervisory Authority”	responsible for administering Data Protection Laws;
“Data Subject”	shall have the meaning in applicable Data Protection Laws from time to time;
“Deliverables”	means the Goods or Services or both as the case may be;
“Documentation”	means any descriptions, instructions, manuals, literature, technical details or other related materials supplied in connection with the Deliverables;
“Force Majeure”	means an event or sequence of events beyond a party’s reasonable control preventing or delaying it from performing its obligations under the Contract;
“GDPR”	means the General Data Protection Regulation, Regulation (EU) 2016/679, as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time);
“Goods”	means the goods and related accessories, spare parts and Documentation and other physical material set out in an Order or understood by the parties to be included in the Goods and to be supplied by the Supplier to the Customer in accordance with the Contract;
“International Organisation”	has the meaning given in the applicable Data Protection Laws from time to time;
“License Agreement”	means the license agreement that applies to you if you download

	and/or use the App (as applicable), in addition to the rest of the Contract, and which is accessible here www.renturapp.com/eula.pdf ;
“Location”	means the address or addresses for delivery of the Goods and performance of the Services as set out in a Scope of Work or Order or such other address or addresses as notified by the Supplier to the Customer at least 7 Business Days prior to delivery;
“Modern Slavery Policy”	means the Supplier’s anti-slavery and human trafficking policy in force and notified to the Customer from time to time;
“MSA Offence”	has the meaning given in clause 11.2.1 ;
“Order”	means the Customer’s order for the Goods on the Supplier’s order form, or on a form deemed acceptable by the Supplier;
“parties”	means collectively you and us; and each shall be known as a “party” ;
“Personal Data”	has the meaning given in the applicable Data Protection Laws from time to time;
“Personal Data Breach”	has the meaning given in the applicable Data Protection Laws from time to time;
“Platform”	means www.movesist.com , www.haulsist.com , www.sopsist.com , www.renturapp.com or any other website page we communicate to you in writing including without limitation email;
“Price”	has the meaning given in clause 3.3 ;
“Processing”	has the meaning given to it in applicable Data Protection Laws from time to time (and related

	expressions, including “ process ”, “ processed ”, and “ processes ” shall be construed accordingly);
“ Processor ”	has the meaning given to it in applicable Data Protection Laws from time to time;
“ Protected Data ”	means Personal Data received from or on behalf of the Customer in connection with the performance of the Supplier’s obligations under the Contract;
“ Quotation ”	means any quotation we provide you before, after or in a Work Order in writing including without limitation email, in any form deemed reasonable by the Supplier, it being understood that each Quotation is part of its Work Order (as applicable);
“ Scope of Work ”	means: <ul style="list-style-type: none"> (a) the Contract executed between the parties if the Customer registers on the registration page of the Platform at this location: (the “Registration Page”), by completing the steps and agreeing to the Contract by clicking on the ‘Register’ button on the setup window on the Registration Page to download the App; and (b) any additional agreement in writing between the parties for the Supplier to supply certain Services in a form deemed reasonable by the Supplier, in its absolute discretion, it being understood that such agreement is part of the Contract, for the avoidance of doubt;
“ Services ”	means (each and collectively, as applicable): RentUrApp™, the software developed by the Supplier which is further described on the Platform (the “ App ”), as a turnkey solution or implemented with bespoke

requirements of the Customer pursuant to a Scope of Work, and includes without limitation the following services (as applicable and detailed in a Scope of Work):

- (a) business and information technology consulting;
- (b) project management;
- (c) software development;
- (d) information technology infrastructure design, deployment and support; and/or
- (e) any other support and maintenance services provided in support of the foregoing;

“Specification”

means the description of or Documentation relating to the Services or Goods provided for in a Work Order;

“Sub-Processor”

means any agent, subcontractor or other third party (excluding its employees) engaged by the Supplier for carrying out any processing activities on behalf of the Customer in respect of the Protected Data;

**“Supplier”, “we”, “We”,
“our”, or “us”**

means **Karus Systems Limited**, a company registered in the United Kingdom under number 3568801 whose registered office is at The TechnoCentre, Coventry University Technology Park, Puma Way, Coventry, CV1 2TT;

“Supplier Personnel”

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

“VAT”	means value added tax under the Value Added Tax Act 1994 or any other similar sale or fiscal tax applying to the sale of the Deliverables;
“Warranty Period”	has the meaning given in clause 9.4 ; and
“Work Order”	means a Scope of Work or Order, as applicable.

- 1.2 In these Conditions, unless the context otherwise requires:
- 1.2.1 a reference to the Contract includes these Conditions, each Order, each Scope of Work, the License Agreement, and their respective schedules, appendices and annexes (if any);
 - 1.2.2 any clause, schedule or other headings in these Conditions are included for convenience only and shall have no effect on the interpretation of these Conditions;
 - 1.2.3 a reference to a ‘person’ includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person’s personal representatives, successors and permitted assigns;
 - 1.2.4 a reference to a ‘company’ includes any company, corporation or other body corporate, wherever and however incorporated or established;
 - 1.2.5 a reference to a gender includes each other gender;
 - 1.2.6 any words that follow ‘include’, ‘includes’, ‘including’, ‘in particular’ or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
 - 1.2.7 a reference to ‘writing’ or ‘written’ includes any method of reproducing words in a legible and non-transitory form;
 - 1.2.8 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time;
 - 1.2.9 a reference to legislation includes all subordinate legislation made from time to time under that legislation; and
 - 1.2.10 a reference to any English action, remedy, method of judicial proceeding, court, official, legal document, legal status, legal doctrine, legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English equivalent in that jurisdiction.

2 Application of these conditions

- 2.1 These Conditions apply to and form part of the Contract between the Supplier and the Customer. They supersede any previously issued terms and conditions of purchase or supply.

- 2.2 No terms or conditions endorsed on, delivered with, or contained in the Customer's purchase conditions, order, confirmation of order, specification or other document shall form part of the Contract except as otherwise agreed by the Supplier in writing and executed by a duly authorised signatory on behalf of the Supplier.
- 2.3 No variation of these Conditions, a Work Order or the Licence Agreement, shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of the Supplier.
- 2.4 Each Work Order by the Customer to the Supplier shall be an offer to purchase the Deliverables subject to the Contract including these Conditions.
- 2.5 If the Supplier is unable to accept an Order, it shall notify the Customer in writing as soon as reasonably practicable.
- 2.6 The offer constituted by a Work Order shall remain in effect and capable of being accepted by the Supplier for **30 Business Days** from the date on which the Customer submitted the Order or Scope of Work, after which time it shall automatically lapse and be withdrawn.
- 2.7 The Supplier may accept or reject a Work Order at its discretion. A Work Order shall not be accepted, and no binding obligation to supply any Deliverables shall arise, until the earlier of:
 - 2.7.1 the Supplier's written acceptance of the Work Order; or
 - 2.7.2 the Supplier delivering or performing the Deliverables or notifying the Customer that they are ready to be delivered or performed (as the case may be).
- 2.8 Rejection by the Supplier of a Work Order, including any communication that may accompany such rejection, shall not constitute a counter-offer capable of acceptance by the Customer.
- 2.9 The Supplier may issue quotations to the Customer from time to time. Quotations are invitations to treat only. They are not an offer to supply Deliverables and are incapable of being accepted by the Customer.
- 2.10 Marketing and other promotional material relating to the Deliverables are illustrative only and do not form part of the Contract.
- 2.11 All drawings, descriptions, specifications and advertising published by the Supplier and any drawings and illustrations contained in the App's catalogues and brochures are issued or published for the purpose of giving an approximate idea of the Deliverables described in them and do not form part of this Contract.
- 2.12 Subject to successful completion of the user acceptance tests (to the satisfaction of the Supplier) acceptance of the Services shall be deemed to have occurred where:
 - 2.12.1 in the case of Software development Services provided by Supplier on a fixed price basis, on the date that the Customer signs the completion certificate issued by the Supplier; and
 - 2.12.2 in the case of Software development Services provided on a time and materials basis, on the date that Customer signs off the Supplier's time and materials

timesheet.

3 Services Fee Rates

- 3.1 The Supplier's fee rates for the Services (each and collectively the "**Fees**", as applicable) are published separately from these Conditions on the Quotation, and must be read together with these Conditions (collectively the "**Rates List**").
- 3.2 The price for the Goods shall be as set out in the Order or, where no such provision is set out, shall be as advised by the Supplier from time to time before the date the Order is placed (each and collectively the "**Price**", as applicable).
- 3.3 The Fees and Price are exclusive of VAT, which shall be charged in addition at the Supplier's the Fees and Price.
- 3.4 The Customer shall pay any applicable VAT to the Supplier on receipt of a valid VAT invoice.
- 3.5 The Supplier is registered for VAT in the United Kingdom, under registration number: GB 695 9748 49.
- 3.6 The Supplier has the right to increase the Price and the Fees at any time and and you shall be notified of the Fees change within a reasonable time via email, an in-app notification, or on our Invoice, provided that the increase does not exceed a reasonable amount as reasonably determined by the Supplier.
- 3.7 Without limiting the generality of **clause 3.6**, the Supplier has the right to increase the Price and Fees with immediate effect by written notice to the Customer where there is an increase in the direct cost to the Supplier of supplying the relevant Deliverables which exceeds **5%** and which is due to any factor beyond the control of the Supplier.
- 3.8 In addition to the foregoing:
 - 3.8.1 unless a fixed price Quotation is issued by the Supplier and accepted by the Customer all work is deemed to be undertaken on a time and materials basis in accordance with the prevailing Rates List from time to time;
 - 3.8.2 any Quotation is given on the basis that no contract will come into existence until the Supplier dispatches an acknowledgement of Work Order to the Customer;
 - 3.8.3 Fees are quoted on the basis of a **7.5-hour day**, and are charged pro-rata according to actual hours of work performed;
 - 3.8.4 if the Customer requests the Supplier to perform Services on a weekend day, the Fees due and payable for the Services performed on a weekend day will be increased by **50%**;
 - 3.8.5 if the Customer requests the Supplier to perform Services on English statutory holidays, the Fees due and payable for the Services performed on the statutory holidays will be increased by **100%**; and
 - 3.8.6 Where the actual travelling time for any one journey exceeds **1.5 hours** in the performance of the Services, one half of the actual travelling time will be chargeable at the lowest Fees applicable to staff of the grade concerned.

4 Payment

- 4.1 The Supplier shall invoice the Customer for the Deliverables, partially or in full, at any time following acceptance of a Work Order.
- 4.2 The Customer shall pay all invoices (unless otherwise agreed in writing by the Supplier):
 - 4.2.1 automatically via direct debit, using a payment collection service like 'Go Cardless' or similar (the "**Payment Provider**"), it being understood that after written approval (including without limitation email) of the applicable Work Order, the Supplier will set-up a direct debit mandate with the Customer ("**Direct Debit Mandate**") on the basis of which the Payment Provider will collect the Fees or Price (as applicable) from the Customer before commencement of the supply of the Deliverables, and with respect to Fees for Services, then automatically on a monthly basis every month thereafter for the applicable License Period (as defined in the License Agreement);
 - 4.2.2 in full without deduction or set-off, in cleared funds; and
 - 4.2.3 to the bank account detailed on the Direct Debit Mandate.
- 4.3 Time of payment is of the essence. Where sums due under these Conditions are not paid in full by the due date:
 - 4.3.1 the Supplier may, without limiting its other rights, charge interest on such sums at **2%** a year above the base rate of Bank of England from time to time in force, and
 - 4.3.2 interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.
- 4.4 No payment of Fees or Price shall be deemed to have been received until the Supplier has received cleared funds.
- 4.5 Any invoice queries or disputes must be notified to the Supplier in writing within a period of **10 days** from the date of invoice.
- 4.6 Services
 - 4.6.1 Unless otherwise agreed in writing, the Supplier will raise time and material invoices for Services rendered and Fees that are therefore due and payable on a monthly basis.
 - 4.6.2 The Fees for Services for which fixed rate Fees are agreed by the parties in a Scope of Work ("**Fixed Fees Services**") must be paid to the Supplier in the manner detailed in the Scope of Work and in any event within **3 days** from the completion of the Fixed Fees Services.
 - 4.6.3 The Customer may be subject to an additional charge on the Fees upon issue to the Customer of upgraded versions of the App, and such additional charge for upgrades shall become payable in accordance with **section 4.2**.
- 4.7 Goods

- 4.7.1 Invoices for Goods supplied shall be provided prior to, at delivery or at any time thereafter.
- 4.7.2 Any Goods supplied remain the property of the Supplier until paid for in full by the Customer.
- 4.7.3 Unless full payment of the Price for Goods supplied is received within **30 days** from its invoice date, the Customer must upon request return the Goods in their original packaging to the Supplier, and upon failure to surrender such Goods, the Supplier shall be entitled to enter the premises of the Customer to repossess the same.

5 Traveling and Expenses Incurred

- 5.1 Where according to a Work Order Supplier Personnel must travel to the Customer's premises or any other location requested by the Customer then:
 - 5.1.1 all travelling, accommodation, subsistence and other out-of pocket expenses will be reimbursed by the Customer to the Supplier.
 - 5.1.2 where it is reasonable to **travel by road**, mileage is charged at a rate of 45p per mile as measured between the business premises of the and the appointed location;
 - 5.1.3 in cases where **rail travel** is preferable, for reasons of distance, traffic congestion or parking restrictions, the cost of a first class return rail ticket will be charged, and any taxi or public bus fares incurred will be charged at cost;
 - 5.1.4 where it necessary to travel by air, flight tickets and any airport taxes will be charged to the client at cost, on the understanding that it is our policy directors of the Supplier and senior staff grades are entitled to travel in club class or equivalent, and other staff may travel with a flexible economy ticket within Europe but club class on intercontinental flights; and
 - 5.1.5 where accommodation away from home is necessitated, the cost of hotel accommodation and an evening meal will be recharged to the Customer at cost.

6 Delivery and performance

- 6.1 Time is not of the essence in relation to the performance or delivery of the Deliverables. The Supplier shall use its reasonable endeavours to meet estimated dates for delivery and performance, but any such dates are indicative only, and if no dates are specified in a Work Order then performance of the Services and/or delivery of the Goods shall be within a reasonable time.
- 6.2 The Goods shall be delivered by the Supplier, or its nominated carrier, to the Location on the date(s) specified in the Order.
- 6.3 The Goods shall be deemed delivered on arrival only of the Goods at the Location by the Supplier or its nominated carrier (as the case may be).
- 6.4 The Services shall be performed by the Supplier at the Location on the date(s) specified in the Order.
- 6.5 The Services shall be deemed delivered by the Supplier only on completion of the

performance of the Services at the Location.

- 6.6 The Customer shall not be entitled to reject a delivery of the Goods on the basis that an incorrect volume of the Goods has been supplied.
- 6.7 The Supplier may deliver the Goods or perform the Services in instalments. Any delay or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 6.8 The Supplier shall not be liable for any delay in or failure of performance caused by:
 - 6.8.1 the Customer's failure to make the Location available;
 - 6.8.2 the Customer's failure to prepare the Location as required for the Deliverables;
 - 6.8.3 the Customer's failure to provide the Supplier with adequate instructions for performance or delivery or otherwise relating to the Deliverables;
 - 6.8.4 Force Majeure.
- 6.9 If the Customer fails to accept delivery of the Goods the Supplier shall store and insure the Goods pending delivery, and the Customer shall pay all costs and expenses incurred by the Supplier in doing so.
- 6.10 If **5 Business Days** following the last day of the period for delivery or collection of the Goods, the Customer has not taken delivery of or collected them, the Supplier may resell or otherwise dispose of the Goods without any obligation or liability to the Customer, except as provided for in **clauses 6.10.1** and **6.10.2**. The Supplier shall:
 - 6.10.1 deduct all reasonable storage charges and costs of resale at the Supplier's then-applicable rates and reasonable costs of resale; and
 - 6.10.2 account to the Customer for any excess of the resale Price over, or invoice the Customer for any shortfall of the resale price below, the Price paid by the Customer for the Goods.

7 Risk

Risk in the Goods shall pass to the Customer on delivery.

8 Title

- 8.1 Title to the Goods shall pass to the Customer once the Supplier has received payment of the Price in full and cleared funds for the Goods.
- 8.2 Until title to the Goods has passed to the Customer, the Customer shall:
 - 8.2.1 hold the Goods as bailee for the Supplier;
 - 8.2.2 store the Goods separately from all other material in the Customer's possession;
 - 8.2.3 take all reasonable care of the Goods and keep them in the condition in which they were delivered;
 - 8.2.4 insure the Goods from the date of delivery: (i) with a reputable insurer (ii) against all risks (iii) for an amount at least equal to their Price (iv) noting the Supplier's interest on the policy;

- 8.2.5 ensure that the Goods are clearly identifiable as belonging to the Supplier;
- 8.2.6 not remove or alter any mark on or packaging of the Goods;
- 8.2.7 on reasonable notice permit the Supplier to inspect the Goods during the Customer's normal business hours and provide the Supplier with such information concerning the Goods as the Supplier may request from time to time.

9 Warranty

9.1 The Supplier warrants that for a period of **three months** from delivery (the "**Warranty Period**") the Deliverables shall conform in all material respects to any sample or description in the Specification.

9.2 Without prejudice to the generality of **clause 9.1**, if any Deliverables are found to be defective and do not conform to the description given in the Supplier's Specification, as the Customer's sole and exclusive remedy hereunder, the Supplier shall (each and collectively "**Deliverables Remedy**", as applicable): at its option correct, repair, remedy, or re-perform the Deliverables (or the defective part), provided

9.2.1 the Customer:

- (a) serves a written notice on Supplier not later than **5 Business Days** from delivery or performance in the case of defects discoverable by a physical inspection, or within a reasonable period of time from delivery or performance in the case of latent defects;
- (b) such notice specifies that some or all of the Deliverables do not comply with **clause 9.1** and identifying in sufficient detail the nature and extent of the defects; and
- (c) gives the Supplier a reasonable opportunity to examine the claim of the defective Deliverables; and

9.2.2 provided that if the Supplier so requests and the Deliverables at issue are Goods:

- (a) the Customer shall return the Deliverables and or the part of such Deliverables which is defective to the Company within **30 days** of the Supplier's request (as applicable); and
- (b) and the Customer shall have no further liability in respect of such Deliverables.

9.3 Other than as provided in **clause 9.1** above:

9.3.1 the Deliverables are provided 'as is' without any representation, term,

condition, or warranty of any kind, whether express or implied (and whether expressed by law, custom, or otherwise);

9.3.2 the Supplier shall have no liability for their failure to comply with the warranty in **clause 9.4** (for the avoidance of doubt); and

to the fullest extent permitted by the Applicable Law, all warranties and conditions (including the conditions implied by ss 12–16 of the Supply of Goods and Services Act 1982 and ss 13–15 of the Sale of Goods Act 1979), whether express or implied by statute, common law or otherwise are excluded to the extent permitted.

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

9.5 The Supplier shall not be liable for any failure of the Deliverables to comply with **clause 9.4**:

9.5.1 where such failure arises by reason of wear and tear, wilful damage, negligence, or could be expected to arise in the normal course of use of the Deliverables;

9.5.2 to the extent caused by the Customer's failure to comply with the Supplier's instructions in relation to the Deliverables, including any instructions on installation, operation, storage or maintenance;

9.5.3 to the extent caused by the Supplier following any specification, instruction or requirement of or given by the Customer in relation to the Deliverables;

9.5.4 where the Customer modifies any Deliverables without the Supplier's prior written consent or, having received such consent, not in accordance with the Supplier's instructions; or

9.5.5 where the Customer uses any of the Deliverables after notifying the Supplier that they do not comply with **clause 9.4**.

10 Anti-bribery

10.1 For the purposes of this **clause 10** the expressions '**adequate procedures**' and '**associated with**' shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.

10.2 Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that:

10.2.1 all of that party's personnel;

10.2.2 all others associated with that party; and

10.2.3 all of that party's subcontractors;

involved in performing the Contract so comply.

10.3 Without limitation to **clause 10.2**, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be

made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.

- 10.4 The Customer shall immediately notify the Supplier as soon as it becomes aware of a breach or possible breach by the Customer of any of the requirements in this **clause 10**.

11 Anti-slavery

- 11.1 The Supplier shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy.

- 11.2 The Customer undertakes, warrants and represents that:

11.2.1 neither the Customer nor any of its officers, employees, agents or subcontractors has:

- (a) committed an offence under the Modern Slavery Act 2015 (an “**MSA Offence**”); or
- (b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
- (c) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;

11.2.2 it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy; and

11.2.3 it has implemented due diligence procedures to ensure compliance with the Modern Slavery Act 2015 and the Modern Slavery Policy in its business and supply chain, and those of its officers, employees, agents or subcontractors, which will be made available to the Supplier on request at any time throughout the Contract.

- 11.3 The Customer shall notify the Supplier immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of the Customer’s obligations under **clause 11.2**. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Customer’s obligations.

12 Indemnity

The Customer shall indemnify, and keep indemnified, the Supplier from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by the Supplier as a result of or in connection with the Customer’s breach of any of the Customer’s obligations under the Contract.

13 Limitation of liability

- 13.1 The extent of the parties’ liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this **clause 13**.

- 13.2 Subject to **clauses 13.5** and **13.5**, the Supplier’s total liability shall not exceed the

Deliverables Remedy.

- 13.3 Subject to **clauses 13.5** and **13.5**, the Supplier shall not be liable for consequential, indirect or special losses.
- 13.4 Subject to **clauses 13.5** and **13.5**, the Supplier shall not be liable for any of the following (whether direct or indirect):
 - 13.4.1 loss of profit;
 - 13.4.2 loss or corruption of data;
 - 13.4.3 loss of use;
 - 13.4.4 loss of production;
 - 13.4.5 loss of contract;
 - 13.4.6 loss of opportunity;
 - 13.4.7 loss of savings, discount or rebate (whether actual or anticipated);
 - 13.4.8 harm to reputation or loss of goodwill.
- 13.5 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:
 - 13.5.1 death or personal injury caused by negligence;
 - 13.5.2 fraud or fraudulent misrepresentation;
 - 13.5.3 any other losses which cannot be excluded or limited by Applicable Law.

14 Confidentiality and announcements

- 14.1 The Customer shall keep confidential all Confidential Information of the Supplier and of any Affiliate of the Supplier and shall only use the same as required to perform the Contract. The provisions of this clause shall not apply to:
 - 14.1.1 any information which was in the public domain at the date of the Contract;
 - 14.1.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;
 - 14.1.3 any information which is independently developed by the Customer without using information supplied by the Supplier or by any Affiliate of the Supplier;
or
 - 14.1.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.

except that the provisions of **clauses 14.1.1 to 14.1.3** shall not apply to information to which **clause 14.4** relates.

- 14.2 This clause shall remain in force for a period of **five years** from the date of the Contract and, if longer, **three years** after termination of the Contract.
- 14.3 The Customer shall not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.
- 14.4 To the extent any Confidential Information is Protected Data such Confidential

Information may be disclosed or used only to the extent such disclosure or use is in compliance with and does not conflict with any provisions of **clause 15**.

15 Processing of personal data

15.1 The parties agree that the Customer is a Controller and that the Supplier is a Processor for the purposes of processing Protected Data pursuant to the Contract. The Customer shall at all times comply with all Data Protection Laws in connection with the processing of Protected Data. The Customer shall ensure all instructions given by it to the Supplier in respect of Protected Data (including the terms of the Contract) shall at all times be in accordance with Data Protection Laws.

15.2 The Supplier shall process Protected Data in compliance with the obligations placed on it under Data Protection Laws and the terms of the Contract.

15.3 The Customer shall indemnify and keep indemnified the Supplier against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects, demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a Data Protection Supervisory Authority) arising out of or in connection with any breach by the Customer of its obligations under this **clause 15**.

15.4 The Supplier shall:

15.4.1 only process (and shall ensure Supplier Personnel only process) the Protected Data in accordance with processing instructions agreement between the parties in writing and the Contract (including when making any transfer to which **clause 15.10** relates), except to the extent otherwise required by Applicable Law (and shall inform the Customer of that legal requirement before processing, unless Applicable Law prevents it doing so on important grounds of public interest).

15.4.2 without prejudice to **clause 15.1**, if the Supplier believes that any instruction received by it from the Customer is likely to infringe the Data Protection Laws it shall be entitled to cease to provide the relevant Services until the parties have agreed appropriate amended instructions which are not infringing.

15.5 The Supplier shall implement and maintain the technical and organisational measures set out in the Supplier's technical and organisation measures policy available upon request, to protect the Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.

15.6 The Supplier shall:

15.6.1 not permit any processing of Protected Data by any Sub-Processor without the prior specific written authorisation of the Customer;

15.6.2 prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor under a written contract containing materially the same obligations as under this **clause 15** (including those relating to sufficient guarantees to implement appropriate technical and organisational measures) that is enforceable by the Supplier and ensure each such Sub-Processor complies with all such obligations;

- 15.6.3 remain fully liable to the Customer under the Contract for all the acts and omissions of each Sub-Processor as if they were its own; and
- 15.6.4 ensure that all persons authorised by the Supplier or any Sub-Processor to process Protected Data are subject to a binding written contractual obligation to keep the Protected Data confidential.
- 15.7 The Customer authorises the appointment of the Sub-Processors listed in 0.
- 15.8 The Customer shall reply to any communication from the Supplier requesting any further prior specific authorisation of a Sub-Processor pursuant to **clause 15.6.1** promptly and in any event within **10 Business Days** of request from time to time. The Customer shall not unreasonably withhold, delay or condition any such authorisation.
- 15.9 The Supplier shall (at the Customer's cost):
- 15.9.1 assist the Customer in ensuring compliance with the Customer's obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of the processing and the information available to the Supplier; and
- 15.9.2 taking into account the nature of the processing, assist the Customer (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of the Customer's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Laws) in respect of any Protected Data.
- 15.10 The Supplier shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to any country or territory outside the United Kingdom or to any International Organisation without the prior written authorisation of the Customer.
- 15.11 The Supplier shall at the Customer's cost and expense refer to the Customer all requests it receives for exercising any Data Subjects' rights under Chapter III of the GDPR which relate to any Protected Data. It shall be the Customer's responsibility to reply to all such requests as required by Applicable Law.
- 15.12 On the end of the provision of the Services relating to the processing of Protected Data, at the Customer's cost and the Customer's option, the Supplier shall either return all of the Protected Data to the Customer or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any Applicable Law requires the Supplier to store such Protected Data. This **clause 15** shall survive termination or expiry of the Contract.

16 Force majeure

Neither party shall have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Contract which result from Force Majeure. The party subject to the Force Majeure event shall promptly notify the other party in writing when such the event causes a delay or failure in performance and when it ceases to do so. If the Force Majeure event continues for a continuous period of more than **30 days**, either party may terminate the Contract by written notice to the other party.

17 Termination

- 17.1 With respect to the Services, this Contract terminates when the License Agreement terminates, and with respect to an Order for Goods, this Contract terminates when the Price has been paid by the Customer, it being understood that any provisions contained in the Contract that by the nature of their design are meant to survive the termination of this Contract, shall do so.
- 17.2 If the Customer becomes aware that any event has occurred, or circumstances exist, which may entitle the Supplier to terminate the Contract under this **clause 17**, it shall immediately notify the Supplier in writing.
- 17.3 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of the Supplier at any time up to the date of termination.

18 Notices

- 18.1 Any notice given by a party under these Conditions shall:
- 18.1.1 be in via email and in English; and
 - 18.1.2 be sent to the relevant party at the address set out in the Contract.
- 18.2 Notices may be given, and are deemed received on receipt of a delivery or read receipt email from the correct address, or an email response indicating receipt of the email from the same, it being understood that the Supplier's email address is info@renturapp.com, and the Customer's email is as communicated by the Customer during registration on the Registration Page.
- 18.3 Any change to the contact details of a party as set out in the Contract shall be notified to the other party in accordance with **clause 18.1** and shall be effective:
- 18.3.1 on the date specified in the notice as being the date of such change; or
 - 18.3.2 if no date is so specified, **5 Business Days** after the notice is deemed to be received.
- 18.4 All references to time are to the local time at the place of deemed receipt.
- 18.5 This clause does not apply to notices given in legal proceedings or arbitration.

19 Cumulative remedies

The rights and remedies provided in the Contract for the Supplier only are cumulative and not exclusive of any rights and remedies provided by law.

20 Time

Unless stated otherwise, time is of the essence for any date or period specified in the Contract in relation to the Customer's obligations only.

21 Further assurance

The Customer shall at the request of the Supplier, and at the Customer's own cost, do all acts and execute all documents which are necessary to give full effect to the Contract.

22 Entire agreement

- 22.1 The parties agree that the Contract and any documents entered into pursuant to it constitutes the entire agreement between them and supersedes all previous

agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

22.2 Each party acknowledges that it has not entered into the Contract or any documents entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract or any documents entered into pursuant to it. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.

22.3 Nothing in these Conditions purports to limit or exclude any liability for fraud.

23 Assignment

23.1 The Customer may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without the Supplier's prior written consent.

23.2 Notwithstanding **clause 23.1**, the Customer may perform any of its obligations and exercise any of its rights granted under the Contract through any Affiliate provided that it gives the Supplier prior written notice of such subcontracting or assignment including the identity of the relevant Affiliate. The Customer acknowledges and agrees that any act or omission of its Affiliate in relation to the Customer's rights or obligations under the Contract shall be deemed to be an act or omission of the Customer itself.

24 Set off

24.1 The Supplier shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Customer under the Contract or under any other contract which the Supplier has with the Customer.

24.2 The Customer shall pay all sums that it owes to the Supplier under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

25 No partnership or agency

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

26 Equitable relief

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

27 Severance

27.1 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the

Contract shall not be affected.

- 27.2 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with the minimum such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

28 Waiver

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

29 Compliance with law

The Customer shall comply with Applicable Law and shall maintain such licences, authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.

30 Conflicts within contract

If there is a conflict between the terms contained in the Conditions and the terms of an Order, a Scope of Work, or the License Agreement, the order of what document shall prevail is as follows:

- 30.1 the Conditions;
- 30.2 the License Agreement; and
- 30.3 the Scope of Work and the Order.

31 Third party rights

- 31.1 Except as expressly provided for in **clause 31.2**, a person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.
- 31.2 Any Affiliate of the Supplier shall be entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract. The consent of any such Affiliate is not required in order to rescind or vary the Contract or any provision of it.

32 Dispute resolution

- 32.1 Any dispute arising between the parties out of or in connection with the Contract shall be dealt with in accordance with the provisions of this **clause 32**.
- 32.2 The dispute resolution process may be initiated at any time by either party serving a notice in writing on the other party that a dispute has arisen. The notice shall include

reasonable information as to the nature of the dispute.

32.3 The parties shall use all reasonable endeavours to reach a negotiated resolution through the following procedure:

32.3.1 Within **five Business Days** of service of the notice, the contract managers of each of the parties shall meet to discuss the dispute and attempt to resolve it.

32.3.2 If the dispute has not been resolved within **five Business Days** of the first meeting of the contract managers, then the matter shall be referred to the chief executives (or persons of equivalent seniority) of each of the parties. The chief executives (or equivalent) shall meet within **five Business Days** to discuss the dispute and attempt to resolve it.

33 Governing law

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

34 Jurisdiction

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