

## CONDITIONS FOR DUALCOM SIGNALLING SERVICES

### 1 INFORMATION ABOUT US

- 1.1 CSL (Dualcom) Limited ("**CSL**") is registered in England and Wales under company number 03155883 and our registered office is at Salamander Quay West Park Lane Harefield Middlesex UB9 6NZ. Our VAT number is 882351318.

### 2 INTERPRETATION

- 2.1 This document (the "**Conditions**") forms part of an agreement between CSL and the Customer. The Conditions together with the Order Form the Order Confirmation and the Service Schedule form the whole of the Agreement in accordance with which CSL agrees as applicable (i) to provide the Service and (ii) to permit the Customer to use the SIM Cards.
- 2.2 Capitalised terms in these Conditions shall mean:

*Agreement* means, in order of precedence, these Conditions, the Service Schedule, the Order Confirmation and the Order Form;

*Applicable Law(s)* means all applicable laws, regulations, regulatory requirements and codes of practice of any relevant jurisdiction, as amended and in force from time to time;

*Confidential Information* means all information of a confidential nature in the disclosing party's possession or control, whether created before or after the date of the Agreement, whatever its format, and whether or not marked "confidential", including manuals; but not including information which is or comes into the public domain through no fault of the other party, was already lawfully in the other party's possession or comes into the other party's possession without breach of any third party's confidentiality obligation to the disclosing party, or is independently developed by or on behalf of the other party;

*Customer* means the legal entity or person so named on the Order Form and anyone reasonably appearing to CSL to be acting with that entity's or person's authority or permission who buys or agrees to buy the Service ;

*Customer Terminal Equipment* means any equipment (including equipment incorporating a Device) apparatus or software placed on a Customer's or End User's premises;

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<i>Device</i>	means the CSL Dualcom alarm signaling device supplied by CSL as part of the Service to the Customer and located on the End User's premises for the purpose of transmitting and receiving signals from the Monitoring Equipment;
<i>Effective Date</i>	means the earlier of the date when the Service is first made available to the Customer or the date when the Customer first starts to use the Service;
<i>End User</i>	Means any legal entity or person with whom the Customer has an agreement to provide an alarm monitoring or telemetry service;
<i>Gemini Data</i>	means all data, information, text and other materials which are embodied in any medium including electronic, optical, magnetic or tangible media and which are captured, collected, generated or otherwise stored or transmitted by means of CSL's proprietary managed network which amongst other things monitors and filters alarm signals and generates poll calls to Devices;
<i>Initial Term</i>	means the later of: <ul style="list-style-type: none"><li>(a) the period specified in the Order Confirmation; or</li><li>(b) 12 months from the date of the Order Confirmation; and</li><li>(c) if applicable, 12 months from the date when the Service is first made available to the Customer or the date when the Customer first starts to use the Service;</li></ul>
<i>Intellectual Property Rights</i>	means all vested and future rights of copyright and related rights, design rights, database rights, patents, rights to inventions, trade marks and get-up (and goodwill attaching to those trade marks and that get up), domain names, applications for and the right to apply for any of the above, moral rights, goodwill (and the right to sue for passing off and unfair competition), rights in know-how, rights in confidential information, rights in computer software and semiconductor topographies, and any other intellectual or industrial property rights or

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equivalent forms of protection, whether or not registered or capable of registration, and all renewals and extensions of such rights, whether now known or in future subsisting in any part of the world;

<i>Monitoring Equipment</i>	means the equipment operated by the Customer for receiving and monitoring signals from the Device;
<i>Order Confirmation</i>	means written acceptance by CSL of the Customer's order including any electronic order confirmation;
<i>Order Form</i>	means the document that sets out the Service required by the Customer;
<i>Periodic Charges</i>	means any charge for Service payable by the Customer on a recurring basis;
<i>Price</i>	means the total charges to be paid by the Customer for the Service ;
<i>Service</i>	the service options offered by CSL as described in the Service Schedule to this Agreement;
<i>SIM Card(s)</i>	means a Subscriber Identity Module containing data (including the Customer's identity) which has been supplied to the Customer by CSL;
<i>System</i>	means any and all of the telecommunications systems whether fixed or wireless operated by the System Provider(s) as may be made available by CSL to the Customer for the purpose of providing the Service; and
<i>System Provider</i>	means such telecommunications operators from time to time as may be the operator of the relevant System.

### 3 QUOTATIONS/ORDERS AND CHANGES

- 3.1 CSL quotations are valid only if in writing and for ten days after the quotation date, unless otherwise stated in the quotation.
- 3.2 All Order Forms shall be regarded as an offer by the Customer to whom the Service shall be supplied by CSL under the terms of this Agreement.

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- 3.3 CSL accepts the Customer's offer under this Agreement and makes a binding Agreement by issuing an Order Confirmation or by fulfilling the order and providing Service. CSL reserves the right to make changes to the specification of the Service ordered but will identify any such changes in the Order Confirmation. CSL undertakes that any such changes will offer at least equivalent functionality and performance as the previous Service. CSL will not make any significant variations to the Service without Customer's prior agreement.
- 3.4 If there is any conflict between the terms of an Order Form or Order Confirmation and these Conditions, these Conditions shall prevail.
- 3.5 These Conditions shall apply to the exclusion of, and shall prevail over, any terms or conditions contained in or referred to in any other documentation submitted by the Customer, or in any correspondence or elsewhere, or implied by trade custom, practice or course of dealing, unless specifically excluded or varied in writing by a director or other authorised representative of CSL.

### **4 TERM**

- 4.1 This Agreement commences on the date of the Order Confirmation and shall except as expressly provided otherwise in this Agreement continue for the Initial Term.
- 4.2 After the Initial Term, the Agreement shall (except as expressly provided otherwise in the Agreement) continue in force until no more Service is provided or until terminated in accordance with paragraph 16.

### **5 PROVISION OF THE SERVICE**

- 5.1 CSL agrees to provide the Service to the Customer as stated in the Service Schedule for the Service in question and on the terms of this Agreement and to use reasonable endeavours to provide the Service by the date agreed with the Customer. All dates and times are estimates and CSL has no liability for any failure to meet any date or timing.
- 5.2 CSL will provide the Service with the reasonable skill and care of a competent service provider.
- 5.3 If the Customer asks CSL to make any change to the Service CSL may ask the Customer to confirm the request in writing. If CSL agrees to a change, this Agreement will be amended from the date when CSL confirms the change in writing to the Customer
- 5.4 The Customer acknowledges and agrees it is technically impracticable to provide completely fault free Service and CSL does not undertake to do so. The Customer acknowledges that CSL's ability to provide the Service may be affected by circumstances beyond its control, including but not limited to, atmospheric conditions, equipment failures and maintenance work. Coverage maps are an estimate and are not a guarantee of coverage.

### **6 SIM CARDS**

- 6.1 SIM Cards are supplied to CSL under licence and will at all times remain the property of the System Provider. The Customer cannot sell the SIM Card number, code, IP address, mobile number, or any associated number or agree to transfer them to a third party

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- 6.2 All the Customer's rights to use the SIM Card, SIM Card number, code, IP address or any associated number will cease upon termination of this Agreement or the Service.
- 6.3 The Customer must inform CSL immediately by telephone if a SIM Card is lost, stolen, damaged or destroyed, or the Customer becomes aware that it or the Service is being used in an unauthorised manner.
- 6.4 The Customer will not use a SIM Card for any purpose other than for accessing the Service . CSL reserves the right to disconnect or suspend a SIM Card if it deems it is being misused. The Customer will be liable for any charges resulting from the misuse of a SIM Card or the information contained within a SIM Card.

### **7 CUSTOMER OBLIGATIONS**

- 7.1 Any Customer Terminal Equipment connected to or used with the Service must be connected and used in accordance with any instructions, safety and security procedures applicable to the use of that equipment.
- 7.2 Any Customer Terminal Equipment, which is attached (directly or indirectly) to the Service, must be technically compatible with the Service and approved for that purpose under any relevant legislation.
- 7.3 The Customer shall provide CSL with any and all information and/or assistance that CSL may require in order to perform the Service. The Customer shall ensure that the information is complete and accurate. CSL shall not be responsible for any failure and/or delay in providing the Service if such failure and/or delay is as a result of the Customer's failure to provide CSL with the required information and/or assistance. The Customer will be liable for any administrative charges it or its System Provider incurs as a result of information that it receives from the Customer which is incomplete or inaccurate.
- 7.4 The Customer will take all reasonable steps (including testing with the latest commercially available virus detection software) to ensure any software used with or in connection with the Service, not provided by CSL or its System Provider is not infected by viruses and/or logic bombs, worms, Trojan horses and any other types of disruptive, destructive or nuisance programs.

### **8 USE OF THE SERVICE**

- 8.1 The Customer shall ensure that any use of the Service shall:
- 8.1.1 comply with all Applicable Laws (including the Data Protection Act 1998, the Communication Act 2003 and any similar replacement legislation);
  - 8.1.2 not contravene any terms of a licence applicable to the parties or code of practice or guidelines issued by a regulatory authority and not in any way be fraudulent or unlawful (including by sending unsolicited advertising or promotional materials and making nuisance calls);
  - 8.1.3 be consistent with a reasonable customer's good faith use of similar Service (including complying with any reasonable instructions provided by CSL or CSL's System Provider, not acting in a way that could adversely affect the provision of Service to CSL or CSL's System Provider's other customers and not using the Service in a way which may cause reputational damage to CSL or CSL's System Provider);

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- 8.1.4 not interfere with any third party's rights (including such third party's Intellectual Property Rights);
- 8.1.5 comply with any instructions referred to in paragraph 9.1.4 or any instructions received from CSL's System Provider; and
- 8.1.6 comply with the Customer's obligations under this Agreement.
- 8.2 CSL may suspend the Service if CSL believes that this is necessary for reasons of security or if the Customer is conducting its business illegally or for an illegal purpose
- 8.3 Customer acknowledges that CSL owns the Gemini Data.

## **9 VARIATIONS TO THE SERVICE**

- 9.1 CSL shall be entitled at any time:
  - 9.1.1 for operational reasons to change the codes or the numbers allocated to the Customer or the technical specification of the Service, provided that where possible any change to the technical specification does not materially affect the performance of the Service;
  - 9.1.2 to change the way it provides the Service if CSL's System Provider changes the way it provides the Service or any part of them to CSL;
  - 9.1.3 to suspend the Service or any part of the Service:
    - (a) for modification or maintenance work;
    - (b) if the System fails or is unavailable for any reason;
    - (c) to comply with the requirements of the System Provider or any regulator;
    - (d) because of an emergency, for reasons of security, or upon instruction by emergency Service , any government or appropriate authority;
    - (e) for late payment; or
    - (f) if CSL believes a SIM Card is being used fraudulently or illegally or if it has been lost or stolen,
  - 9.1.4 to give the Customer instructions which are reasonably necessary for reasons of health, safety or the quality of the Service provided by CSL to the Customer or any other customer; and
  - 9.1.5 to disconnect a SIM Card as applicable.
- 9.2 CSL will give the Customer as much notice as possible before taking any of the above actions and if it is necessary to suspend the Service, will whenever practicable, agree with the Customer when this will happen.
- 9.3 Where the Service is suspended under this paragraph 9, the Customer must pay the Price for the Service and any reasonable costs incurred by CSL or its System Provider in the implementation of such suspension until this Agreement is terminated.

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### 10 CHARGES

- 10.1 The Price that Customers have to pay for the Service will be shown on CSL's Order Confirmation and/or invoices.
- 10.2 The Price does not include value added tax which Customer shall pay, in addition to the Price, at the rate prevailing on the date that the relevant Service was supplied, and in the manner prescribed by Applicable Law.
- 10.3 The Periodic Charges for the Service will be calculated in accordance with the CSL price list provided to the Customer as may be revised from time to time, the Service Schedule or any other notices issued in accordance with paragraph 22. The Periodic Charges will begin on the Effective Date. The Customer shall pay the Periodic Charges annually in advance unless agreed otherwise. CSL may, at any time, require the Customer to pay a deposit or provide a guarantee as security for payment of future Periodic Charges
- 10.4 CSL reserves the right, to increase the Price on giving 30 days' prior written notice to the Customer.
- 10.5 All invoices shall be paid by the Customer by direct debit unless otherwise agreed in writing by CSL or as stated in the Order Confirmation. In cases where CSL agree that invoices do not need to be paid by direct debit or where CSL is unable to recover such amounts from the Customer's nominated account under the direct debit arrangement, the Customer shall ensure that invoices shall be paid within 30 days of the date of invoice. CSL may suspend delivery of the Service if any payments are overdue and until full payment is received. If full payment is not received by the due date CSL will be entitled to charge interest on the amount outstanding at the rate of 3% per annum above the London Inter Bank Offer Rate ("**LIBOR**") from the due date until the date of payment (whether before or after judgment).
- 10.6 If the Customer disputes an invoice it must notify CSL within 30 days of the date of invoice. The Customer must not withhold payment of a disputed invoice while the dispute is resolved. Disputes shall be resolved in accordance with the escalation and dispute procedure set out in paragraph 14.

### 11 EXCLUSION OF WARRANTIES

- 11.1 Customers must satisfy themselves as to the suitability of the Service for their needs. CSL does not warrant fitness for any particular purpose. Fitness for use in any particular manner or environment of any physical items supplied as part of the Service including Devices must be agreed in writing with CSL prior to supply.
- 11.2 Customers are not automatically entitled to repair or replacement of any physical items including Devices supplied as part of the Service other than as set out in a Service Schedule or as expressly agreed by CSL in writing. CSL shall have no liability or obligation for defects in any physical items supplied as part of the Service (including Devices) or the Service or failure to remedy defects except as expressly provided under this Agreement.
- 11.3 Except as expressly provided herein, no warranty, express or implied, as to the condition, quality, performance, merchantability, or durability of the Service or any physical items supplied including Devices as part of the Service is given or assumed by CSL and all such warranties are hereby excluded.

### 12 INDEMNITIES

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- 12.1 The Customer shall on demand indemnify CSL from and against any and all claims, demands, actions, awards, judgments, settlements, costs, expenses, liabilities, damages and losses (including all interest, fines, penalties, management time and legal and other professional costs and expenses) ("**Losses**") incurred by CSL its associated companies and any of their respective directors, officers, employees, agents, contractors and licensees in connection with any third party claim based upon or otherwise arising out of any breach by the Customer of this Agreement including any use of the Service or SIM Cards in breach of this Agreement.
- 12.2 CSL will notify the Customer of any such claims or proceedings and keep the Customer informed as to the progress of such claims or proceedings.
- 12.3 Subject to paragraph 13 and to Customer's normal use of the Service or possession of any physical items supplied including Devices as part of the Service in accordance with the Conditions, CSL shall on demand indemnify the Customer against all claims and proceedings arising from infringement of a third party's Intellectual Property Rights by reason of CSL's provision of the Service to the Customer. As a condition of this indemnity the Customer must notify CSL promptly in writing of any allegation of infringement, make no admission relating to the infringement and allow CSL to conduct all negotiations and proceedings and give CSL all reasonable assistance in doing so (CSL will pay the Customer's reasonable expenses for such assistance) and allow CSL to replace and or modify the Service and/or physical items of any physical items provided as part of the Service , so as to avoid the infringement, provided that the modification does not materially affect the performance of the Service.
- 12.4 The indemnity in paragraph 12.3 does not apply to infringements caused by the Customer's own breach of the terms of the Agreement, the use of the Service in conjunction with other equipment, software or Service not supplied by CSL or to infringements caused by designs or specifications made by, or on behalf of, the Customer. The Customer will indemnify CSL in accordance with paragraph 12.1 against all claims, proceedings and expenses arising from such infringements.

### 13 **LIMITATION OF LIABILITY**

- 13.1 CSL accepts unlimited liability for death or personal injury resulting from its negligence and for fraud and anything else which cannot be excluded or limited by Applicable Law, paragraphs 13.2 and 13.3 do not apply to such liability.
- 13.2 CSL is not liable to the Customer in contract, tort (including negligence) or otherwise for any (i) indirect or consequential loss (ii) whether direct or indirect loss of profits, revenue, business, goodwill, destruction, loss, or corruption of data, wasted expenditure, business, interruption or opportunity or anticipated savings whether or not CSL was advised in each case in advance of the possibility of such loss or damage.
- 13.3 CSL's aggregate liability to the Customer in contract, tort (including negligence) or otherwise in relation to this Agreement (including any indemnity given by CSL) is limited to a sum equal to 100% of the total price paid under this Agreement in the 12 months preceding the date of the relevant claim. Where the claim arises during the first year of this Agreement CSL's aggregate liability shall be calculated by reference to, the total price paid up to the date in which the Customer's right to take action in respect of the claim arose.
- 13.4 Each provision of this Agreement, excluding or limiting liability, operates separately. If any part is held by a court to be unreasonable or inapplicable, the other parts will continue to apply.

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### 14 ESCALATION AND DISPUTE RESOLUTION

14.1 If a dispute arises between the parties to this Agreement, the parties will use their reasonable endeavours to settle the dispute in accordance with the following procedures:

14.1.1 a dispute which has not been settled by the Customer's representative and the CSL representative within seven days of the matter being raised, may be escalated by either party to the first level by written notice to the other party; and

14.1.2 if the dispute is not resolved at the first level within seven days of escalation either party may refer the dispute to the second level.

14.2 The parties' representatives and the people to whom a dispute must be escalated at the first and second levels are as notified by either party to the other from time to time.

14.3 The parties shall not refer any dispute to the courts unless and until the dispute resolution procedures of paragraph 14 (*Escalation and Dispute Resolution*) have been followed.

### 15 CONFIDENTIALITY

15.1 Each party shall safeguard the other party's Confidential Information as it would its own confidential information, shall use, that Confidential Information only in connection with the proper performance of the Agreement and will not disclose that information to any person (other than their employees or professional advisers) without the written consent of the other party.

15.2 Nothing in the Agreement shall be construed so as to prevent one party from disclosing the other's Confidential Information where required to do so by a court or other competent authority, provided that, unless prevented by law, the first party promptly notifies the other party in advance and discloses only that part of the other party's Confidential Information that it is compelled to disclose.

15.3 Each party shall tell the other immediately if it discovers that this paragraph 15 (*Confidentiality*) has been breached and shall, on request, return to the other all of the other party's Confidential Information which is in a physical form and destroy any other records containing Confidential Information.

### 16 TERMINATION

16.1 CSL may terminate the Agreement and/or the Service in whole or in part at any time on 30 days' written notice to the Customer.

16.2 The Customer may terminate the Agreement and/or the Service in whole or in part, on 30 days' written notice to CSL such notice to expire any time on or after the Initial Term.

16.3 CSL may terminate this Agreement and/or the Service immediately on notice, if:

16.3.1 the Customer commits a material breach of the Agreement which:

(a) is not capable of remedy; or

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- (b) is capable of remedy, but which the Customer fails to remedy within 30 days of receiving notice from CSL, specifying the breach and requiring the breach to be remedied;
- 16.3.2 the Customer commits a persistent breach regardless of whether such breach is minor, trivial or capable of being remedied.
- 16.4 The Customer may terminate this Agreement and/or the Service immediately on notice, if:
  - 16.4.1 CSL commits a material breach of the Agreement which:
    - (a) is not capable of remedy; or
    - (b) is capable of remedy, but which the CSL in breach fails to remedy within 30 days of receiving notice from the Customer specifying the breach and requiring the breach to be remedied.
- 16.5 Either party may terminate this Agreement or the Service immediately, on notice, if such other party becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (as amended); such other party ceases or threatens to cease to carry on the whole or a substantial part of its business; any distress or execution shall be levied upon such other party's property or assets; such other party shall make or offer to make any voluntary arrangement or composition with its creditors; any resolution to wind up such other party (other than for the purpose of a bona fide reconstruction or amalgamation without insolvency) shall be passed, any petition to wind up such other party shall be presented and not withdrawn or dismissed within seven days or an order is made for the winding up of such other party; such other party is the subject of a notice of intention to appoint an administrator, is the subject of a notice of appointment of an administrator, is the subject of an administration application, becomes subject to an administration order, or has an administrator appointed over it; a receiver or administrative receiver is appointed over all or any of such other party's undertaking property or assets; any bankruptcy petition is presented or a bankruptcy order is made against such other party; an application is made for a debt relief order, or a debt relief order is made in relation to such other party; such other party is dissolved or otherwise ceases to exist; or the equivalent of any of the events described in this paragraph 16.5 occurs in relation to such other party under the laws of any jurisdiction.
- 16.6 CSL may terminate the Agreement in accordance with the provisions of paragraph 20 (*Matters beyond the Reasonable Control of either Party*).
- 16.7 CSL may terminate the Agreement in accordance with the provisions of paragraph 19 (*Anti-bribery and Corruption*).
- 16.8 If any of the events detailed in paragraph 16.3 to paragraph 16.5 occur because of the Customer, CSL may suspend the Service or supply of SIM Cards without prejudice to its right to terminate this Agreement. Where the Service is suspended under this paragraph, the Customer must pay the Price for the Service until this Agreement is terminated.
- 16.9 For the purposes of the paragraph 16 (*Termination*), a breach shall be considered capable of remedy if the party in breach can comply with the provision in question in all respects other than as to the time of performance (provided that time of performance is not of the essence).

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- 16.10 Termination or expiry of the Agreement (howsoever occurring) shall not affect either of the parties' accrued rights or liabilities, or the coming into force or the continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after termination or expiry.
- 16.11 On termination or expiry of this Agreement the Customer's SIM Cards will be disconnected.
- 16.12 On termination or expiry of this Agreement the Customer shall pay any sums properly due (including the balance of any sums owed on any of the Customer's SIM Cards up until the end of the Initial Term) within 14 days of termination, shall cease using the Service and return the SIM Cards and any property belonging to CSL.

## 17 INTELLECTUAL PROPERTY RIGHTS

- 17.1 Subject to Clause 17.2, all Intellectual Property Rights in or relating to the System, or the Service or software licenced (including the right to promote the Service under the System Provider's trade mark(s)) whether copyright, database rights, patents, registered designs or trade or service marks or similar rights shall be retained by CSL and the System Provider as applicable and the Customer shall acquire no such rights by reason of the provision of the same in respect of this Agreement.

- 17.2 CSL hereby grants Customer a royalty-free, non-exclusive, non-transferable and revocable right, to the extent necessary for Customer to receive the benefit of the System and Service to use:

17.2.1 CSL's Intellectual Property Rights in or relating to the System; and

17.2.2 on behalf of the System Provider the System Provider's Intellectual Property Rights in the System, on condition that the Customer must not alter, adapt, licence, reverse engineer such information and materials unless expressly permitted by the System Provider.

Such licences shall terminate on any termination of the Agreement and/or the Service.

## 18 DATA PROTECTION

- 18.1 This clause will apply where one party (the "**Controller**") provides Personal Data to the other party (the "**Processor**") during the course of CSL providing the Service or otherwise.

Definitions

- 18.2 In this clause 18:

18.2.1 "**Data Subject**", "**Personal Data**" and "**processing**" shall have the meanings given to them in the Data Protection Laws from time to time and "international organisation" and "Personal Data Breach" shall have the respective meanings given to them in the GDPR;

18.2.2 "**Data Protection Laws**" means the Data Protection Directive 95/46/EC and/or the Data Protection Act 1998 or the GDPR, any laws which implement any such laws, and any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;

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- 18.2.3 "**GDPR**" means the General Data Protection Regulation (EU) 2016/679;
- 18.2.4 "**Protected Data**" means Personal Data received from or on behalf of the Controller in connection with the performance of the Processor's obligations under this Agreement; and
- 18.2.5 "**Sub-Processor**" means any third party engaged by the Processor to carrying out any processing activities on behalf of the Controller in respect of the Protected Data.

### 18.3 *Compliance with Data Protection Laws*

- 18.3.1 The Controller shall at all times comply with all Data Protection Laws in connection with the processing of Protected Data. The Controller shall ensure all instructions given by it to the Processor in respect of Protected Data shall at all times be in accordance with Data Protection Laws.
- 18.3.2 The Processor shall process Protected Data in compliance with the obligations placed on it under Data Protection Laws and the terms of this Agreement.

18.4 *Instructions* - The Processor shall only process the Protected Data in accordance with the Controller's written instructions except where otherwise required by applicable law (and shall inform the Controller of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest). If the Processor believes that any instruction received by it from the Controller is likely to infringe the Data Protection Laws it shall promptly inform the Controller.

18.5 *Processor's Personnel* - The Processor shall ensure that persons authorised to process the Protected Data are under an obligation of confidentiality in respect of the Protected Data.

18.6 *Security* - The Processor shall implement and maintain appropriate technical and organisational measures to protect the Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.

18.7 *Sub-processing* - The Processor shall not permit any processing of Protected Data by a Sub-Processor without the prior written authorisation of the Controller. Prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, the Processor must appoint the Sub-Processor under a written contract containing materially the same obligations as under this clause 18.

18.8 *Assistance* - The Processor shall (at the Controller's cost):

- 18.8.1 assist the Controller in ensuring compliance with the Controller'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 Processor; and
- 18.8.2 taking into account the nature of the processing, assist the Controller (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of the Controller's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR in respect of any Protected Data.

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- 18.9 *Audits and processing* - The Processor shall make available to the Controller all information as is necessary to demonstrate the Processor's compliance with the obligations placed on it under this clause 1 and allow for and contribute to audits, including inspections, conducted by the Controller (or another auditor mandated by the Controller) for this purpose.
- 18.10 *International transfers* - The Processor shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the United Kingdom or to any international organisation without the prior written consent of the Controller.
- 18.11 *Breach* - The Processor shall notify the Controller without undue delay and in writing on becoming aware of any Personal Data Breach in respect of any Protected Data.
- 18.12 *Deletion/return* - At the end of the provision of the services relating to the processing of Protected Data, at the Controller's cost and the Controller's option, the Processor shall either return all of the Protected Data to the Controller 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 Processor to store such Protected Data.
- 18.13 *Marketing/updates* - the Customer agrees that its details may be used and disclosed by CSL and its System Provider for the purposes of this Agreement and for marketing purposes, which may include informing the Customer from time to time about any other service or associated technologies.

## 19 ANTI-BRIBERY AND CORRUPTION

- 19.1 Both parties shall not, and shall procure that their directors, employees, agents, representatives, contractors or sub-contractors shall not engage in any activity, practice or conduct which would constitute an offence under any anti-bribery and anti-corruption laws, regulations and codes, including but not limited to the Bribery Act 2010.
- 19.2 Both parties shall have in place adequate procedures designed to prevent any person working for or engaged by them or any other third party in any way connected to this Agreement, from engaging in any activity, practice or conduct which would infringe any anti-bribery and anti-corruption laws, regulations or codes, including but not limited to the Bribery Act 2010.
- 19.3 Breach of this clause by the Customer shall entitle CSL to terminate this Agreement by written notice with immediate effect.

## 20 MATTERS BEYOND THE REASONABLE CONTROL OF EITHER PARTY

- 20.1 Neither party shall be liable for any breach of the Agreement or delays in performance directly or indirectly caused by circumstances beyond the reasonable control of that party including without limitation acts of God, acts of Government, or other competent regulatory authority, telecommunications network operators, war or national emergency, riots, civil commotion, fire, explosion, flood, lightening, extremely severe weather, epidemic, lock-outs, strikes and other industrial disputes (in each case whether or not relating to that party's workforce) and which prevent that party from performing its obligations to the other, provided that a lack of funds shall not be regarded as a circumstance beyond that party's reasonable control ("**Force Majeure Event**").

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20.2 If a Force Majeure Event continues for more than 3 months CSL may serve notice on the Customer terminating this Agreement.

### 21 GENERAL

21.1 Nothing in the Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the parties. No party shall have the authority to bind the other party or to contract in the name of, or create a liability against, the other party in any way or for any purpose.

21.2 This Agreement and the documents referred to in it together represents the entire terms agreed between the parties in relation to its subject matter and supersedes and extinguishes all previous contracts, arrangements (including any usage or custom and any terms arising through any course of dealing), representations, warranties of any nature whether or not in writing between the parties relating to its subject matter. All other warranties, terms and conditions implied by law are hereby excluded. Each party acknowledges that it has not relied on, or been induced to enter into this Agreement by, a representation or warranty other than those expressly set out or referred to in this Agreement. To the extent permitted by law, a party is not liable to another party in contract or tort or in any other way for a representation or warranty that is not set out in this Agreement.

21.3 The parties do not intend any third party to have the right to enforce any provision of the Agreement under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

21.4 If any term of the Agreement is held invalid, illegal or unenforceable by any court of competent jurisdiction, it will be severed and the remaining terms will continue in full force as if the Agreement had been made without the invalid, illegal or unenforceable terms.

21.5 The rights and remedies expressly conferred by the Agreement are cumulative and additional to any other rights or remedies a party may have.

21.6 If either party delays in acting upon a breach of this Agreement that delay will not be regarded as a waiver of that breach. If either party waives a breach of this Agreement that waiver is limited to that particular breach.

21.7 CSL have the right to revise and amend these Conditions from time to time to reflect changes in market conditions affecting CSL's business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements, changes in CSL's business strategy and operations and changes to the System's capabilities.

21.8 CSL may transfer or assign any of its rights and obligations under this Agreement at any time without the Customer's consent. Customer shall not, without the written consent of CSL assign, transfer, grant any security interest over or hold on trust any of its rights or obligations under the Agreement or any interest in them.

### 22 NOTICES

22.1 Notices given under this Agreement must be in writing and may be delivered by hand or by courier, or sent by first class post to the following addresses:

22.1.1 to CSL at Salamander Quay West, Park Lane, Harefield, Middlesex, UB9 6NZ or any alternative address which CSL notifies to the Customer;

## **CONDITIONS FOR DUALCOM SIGNALLING SERVICES**

22.1.2 to the Customer at the address to which the Customer asks CSL to send invoices or, if the Customer is a limited company, its registered office.

22.2 A notice delivered by hand or courier is served when delivered, a notice sent by first class post is served 48 hours after posting (as evidenced by a certificate of posting).

### **23 LAW AND JURISDICTION**

The Agreement and any non contractual obligations arising in connection with it are to be governed by and construed in accordance with English law and the English Courts have exclusive jurisdiction to determine any dispute arising in connection with the Agreement, including disputes relating to non-contractual obligations.