

General Terms & Conditions

1. Contract Formation

- 1.1. Terms used in the Contract shall have the meaning given to them in Schedule 1.
- 1.2. The Contract shall be formed by the earlier of; written acknowledgement (including the signing of an Order Form), by the commencement of performance under this agreement, or by any other means reasonably indicating acceptance ("Effective Date").
- 1.3. CTS shall provide the Services from the Services Start Date for the Term.
- 1.4. Each Order Form that has been agreed shall constitute a separate contract for the supply of the Services.
- 1.5. These General Terms and Conditions shall prevail over any inconsistent terms or conditions contained in, or referred to in, the Customer's purchase order or confirmation of order, or implied by law, trade custom, practice or course of dealing.
- 1.6. The Product Specific Terms shall apply to and be incorporated in the Order Form. CTS reserves the right to update or modify the Product Specific Terms from time to time, including making changes to reflect those made by Google or any other third party provider.
- 1.7. A reference to a URL is a reference to it as amended from time to time.
- 1.8. Any proposal document or sales and marketing documents provided by CTS are for information purposes only and shall not be incorporated into or form part of the Contract.
- 1.9. Subject to clause 1.6, no addition to, variation of, exclusion or attempted exclusion of any term of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives). Unless specified to the contrary, any amendments to these General Terms and Conditions agreed by the Customer and CTS shall be deemed to apply to all future Order Forms entered into after the date of such amendment.
- 1.10. CTS shall be entitled to correct any typographical, clerical or other error or omission in the Contract without any liability to CTS.
- 1.11. If there is an inconsistency between the Order Form, the provisions of these General Terms and Conditions, the Product Specific Terms, and / or a Statement of Work the following order of priority shall be applied (with (a) being the highest in priority):
 - 1.11.a. the Order Form;
 - 1.11.b. the Product Specific Terms;
 - 1.11.c. the Statement of Work (if applicable); and
 - 1.11.d. these General Terms and Conditions.

2. CTS Obligations

- 2.1. CTS shall:
 - 2.1.a. perform the Services with all reasonable care, skill, in accordance with Good Industry Practice and substantially in accordance with the Contract;
 - 2.1.b. use reasonable endeavours to meet any performance dates specified in the Order Form and / or any Statement of Work, but any such dates shall be estimates only unless stated otherwise;
 - 2.1.c. deliver the Services remotely unless otherwise set out in the Order Form and / or Statement of Work;
 - 2.1.d. ensure that personnel and subcontractors (if any) used by CTS in the performance of the Services are adequately skilled and experienced for the activities they are required to perform; and
 - 2.1.e. comply with Applicable Laws in performing its obligations under the Contract, and observe reasonable health and safety requirements if attending the Customer's premises.
- 2.2. CTS shall not be liable for any failure to comply with clause 2.1. to the extent such failure arises as a result of a specification or instruction provided to CTS by the Customer.
- 2.3. If CTS fails to comply with the provisions of this clause 2.1. in respect of the Services, CTS shall use its reasonable endeavours to rectify such failure as soon as reasonably practicable.

3. Customer Obligations

The Customer shall:

- 3.1. reasonably cooperate with CTS in all matters relating to the Contract;
- 3.2. comply with all Applicable Laws in performing its obligations under the Contract;
- 3.3. provide, for CTS, in a timely manner and at no charge, access to the Customer's premises, office accommodation, data, systems and other facilities as reasonably required by CTS to perform its obligations;
- 3.4. provide to CTS in a timely manner all documents, information, responses, items and materials in any form (whether owned by the Customer or a third party) reasonably required by CTS in connection with the Services and ensure that they are accurate, complete, in good working order and suitable for the purpose which they are used;
- 3.5. obtain and maintain all necessary licences and consents as required to enable CTS to provide the Services;
- 3.6. inform CTS in writing within a reasonable period of time prior to any commencement of the Services of all health and safety and security requirements that apply at the Customer's premises;
- 3.7. procure that any third parties engaged by the Customer in relation to the Services communicate and fully cooperate with CTS to facilitate CTS' performance of the Services and shall, where requested by CTS, enter into a non-disclosure agreement in a form acceptable to CTS. The Customer further acknowledges and agrees that CTS shall not be responsible to the Customer if it is unable to comply with its obligations under the Contract as a result of the acts or omissions of the third parties engaged by the Customer with which CTS has no contractual relationship; and
- 3.8. contribute to the development of no less than one case study to highlight the benefit of the Services. CTS shall allow the Customer the opportunity to review and provide comments on the case study prior to publishing.

4. Customer Affiliates

- 4.1. The Customer shall be entitled to allow the use and benefit of the Services to be extended to any of its Affiliates, provided that the Affiliate complies with the relevant terms of the Contract and the Affiliate is not currently a party to an existing contract or order form directly with Google which has not expired or terminated in accordance with its terms.
- 4.2. The Customer represents and warrants that the representatives of its Affiliates have the power and authority to sign any documents in connection with this Contract.
- 4.3. Nothing in the Contract will create or be deemed to create a relationship between: (i) CTS; and (ii) any of the Customer's Affiliates, and the Contract is not intended to be enforceable by any of the Customer's Affiliates (other than the Customer) and, notwithstanding clause 4.1 above, any claim or series of connected claims by any of the Customer's Affiliates will only be brought by the Customer.
- 4.4. The Customer shall remain responsible for all acts and omissions of its Affiliates as if they were its own. An obligation on the Customer to do, or to refrain from doing, any act or thing shall include an obligation on the Customer to procure that its Affiliates also do, or refrain from doing, such act or thing.
- 4.5. Any failure by the Customer's Affiliates to comply with the Contract shall be addressed by CTS through the Customer and the Customer shall ensure its Affiliates' compliance with the Contract.
- 4.6. Any reference to the Customer shall also include any Customer Affiliate (where applicable).
- 4.7. CTS is entitled to claim from the Customer for loss and damage suffered or incurred by it as a result of the acts or omissions of an Affiliate of the Customer under or in connection with the Contract as if those losses and damages had been suffered or incurred as a result of the acts or omissions of the Customer and the Customer agrees to indemnify CTS in full and on demand (subject to clause 9) of these General Terms and Conditions as it applies to each Affiliate) against any losses suffered by CTS as a result of any failure by any Customer Affiliate to comply with the obligations upon that Affiliate.
- 4.8. In the event that CTS is authorised or instructed to send invoices to a Customer Affiliate on behalf of Customer, Customer agrees to remain fully liable for the payment of all invoices sent to such Customer Affiliate. The Customer Affiliate will be considered as acting solely as an agent for the receipt of invoices and will not be liable for any payments due under Order Form. Any dispute or non-payment of invoices by the Customer Affiliate will not release Customer from its obligations to pay the Charges to CTS.

5. Customer Delay

- 5.1. From the Effective Date, if CTS' performance of its obligations under the Contract is prevented or delayed (including a delay to the commencement of the Services) by any act, material inaccuracies or omission of the Customer ("Customer Default") then CTS shall promptly provide written notice of the Customer Default to the Customer.
- 5.2. If the Customer has not remedied the Customer Default within the period specified in the notice from CTS, then without limiting or affecting any other right or remedy available to it, CTS shall have the right to:
 - 5.2.a. suspend performance of the Services until the Customer remedies the Customer Default;
 - 5.2.b. a reasonable extension of time to perform its obligations; and
 - 5.2.c. apply additional reasonable charges at CTS' prevailing standard rates for any resources allocated or extra work undertaken by CTS.
- 5.3. Any CTS claim hereunder shall be submitted in writing to the Customer and in the event of any disagreement the matter shall be resolved by reference to the dispute resolution procedure at clause 24.

6. Charges and Payment

- 6.1. In consideration of the provision of the Services by CTS, the Customer shall pay the Charges set out in the Order Form. The Services shall be invoiced and payable as set out in the Order Form and if not stated in the Order Form, as set out in the Product Specific Terms and / or these General Terms & Conditions.
- 6.2. Unless otherwise set out in the relevant Order Form, the Customer shall pay each invoice submitted by CTS to a bank account nominated in writing by CTS within 30 days of the date of the invoice in full and cleared funds without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by Applicable Law).
- 6.3. All amounts set out in the Order Form are exclusive of any applicable taxes, including sales tax. Any such taxes payable in relation to any such amounts shall be paid in addition to those amounts.
- 6.4. If the Customer is required under Applicable Law to withhold or deduct any amount from the payments due to CTS, the Customer shall increase the sum it pays to CTS by the amount necessary to leave CTS with an amount equal to the sum it would have received if no such withholdings or deductions had been made.
- 6.5. CTS reserves the right to charge a surcharge on credit card transactions (which may exceed the amount charged to CTS by the credit card companies) by way of a handling or processing charge.
- 6.6. CTS shall be entitled to charge the Customer for any expenses reasonably incurred in connection with the Services, including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by CTS for the performance of the Services, and for the cost of any materials, provided any such expenses are agreed between the parties in writing prior to being incurred.
- 6.7. If the Customer fails to pay an invoice issued by CTS under the Contract by the due date, then, without limiting CTS' remedies under clause 10., CTS shall send written notice to the Customer notifying the Customer that the payment is outstanding. If the Customer fails to pay any outstanding sum within 10 Business Days from the date of the written notice, without prejudice to any other rights and remedies of CTS, CTS may:
 - 6.7.a. without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and CTS shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid;
 - 6.7.b. claim interest on the outstanding amount from the due date until the date of payment at a rate of 1.5% per month, or such other rate as may be prescribed by the applicable law of the jurisdiction in which the CTS entity is located commencing on the due date and continuing until fully paid, whether before or after judgement; and
 - 6.7.c. terminate the Contract immediately.

- 6.8. If the Customer receives an invoice which it reasonably believes includes a sum which is not valid and properly due the Customer shall notify CTS in writing as soon as possible and by no later than the invoice due date. The Customer's failure to pay the disputed Charges shall not be deemed to be a breach of the Contract. The Customer shall pay the balance of the invoice which is not in dispute by the invoice due date. To the extent that the disputed Charges are not resolved, they shall be resolved in accordance with clause 24.
- 6.9. Where the Customer does not notify CTS prior to the invoice due date, it shall be deemed to accept the invoice in full.

7. Intellectual property

- 7.1. Except as expressly stated otherwise in the Contract, neither party will acquire any rights, title or interest, in and to any of the Intellectual Property Rights belonging to the other party, or the other party's licensors.
- 7.2. All Intellectual Property Rights in any software developed or other deliverables provided by CTS as part of the Services belongs to CTS. CTS grants to the Customer a non-exclusive, non-transferable, licence to use the software or deliverables for the Customer's own internal business purposes.
- 7.3. CTS undertakes to defend and hold harmless the Customer from and against any claim or action that the Services (excluding Billing Services) provided under the Contract infringe the Intellectual Property Rights or any other rights of a third party and will fully indemnify and hold harmless the Customer from and against any liabilities incurred by or awarded against the Customer as a result of or in connection with that claim.
- 7.4. The Customer agrees that:
 - 7.4.a. it will as soon as reasonably practicable notify CTS in writing of any claim of which it has notice;
 - 7.4.b. it will not make any admission as to liability or agree to any settlement of or compromise any claim without the prior written consent of CTS which consent will not be unreasonably withheld or delayed; and
 - 7.4.c. CTS will be entitled to have the conduct of or settle all negotiations and litigation arising from any claim and the Customer will, at CTS's request and expense, give CTS all reasonable assistance in connection with those negotiations and litigation.
- 7.5. If any claim or action that the Services provided under the Contract (or any part thereof) infringe the Intellectual Property Rights or any other rights of a third party is made, or likely to be made, against the Customer, and without prejudice to any rights or remedies the Customer may have, CTS shall at the Customer's sole discretion, promptly and at its own cost either:
 - 7.5.a. procure for the Customer the right to continue using the Services in accordance with the terms of this Contract; or
 - 7.5.b. modify or replace the infringing Services so as to avoid the infringement or alleged infringement, provided that if CTS modifies or replaces the Services, the
 - 7.5.c. modified or replacement deliverables must not detract from the specifications of the Services.
- 7.6. In no event shall CTS be liable to the Customer to the extent that the alleged infringement is based on a modification or misuse of the Services by anyone other than CTS or with CTS's consent or approval.

8. Confidentiality

- 8.1. Each party undertakes that it shall not at any time during the Contract, and for a period of three years after termination of the Contract, disclose the other party's Confidential Information, except as permitted by clause 8.2.
- 8.2. Each party may disclose the other party's Confidential Information:
 - 8.2.a. to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's Confidential Information comply with this clause 8.2.; and

8.2.b. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

8.3. Neither party shall use the other party's Confidential Information for any purpose other than to perform its obligations under the Contract.

8.4. Subject to the confidentiality provisions above, CTS may identify the Customer as a customer of CTS and include the Customer's name and logo on either the CTS website and/or other promotional and marketing materials.

9. Limitation of Liability

9.1. References in this clause 9. to liability include every kind of liability arising under or in connection with the Contract including, but not limited to, liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

9.2. Nothing in this clause 9. shall limit the Customer's payment obligations under these General Terms and Conditions.

9.3. Nothing in these General Terms and Conditions limits any liability which cannot legally be limited under applicable law.

9.4. Subject to clause 9.3., a party's total aggregate liability to the other party in each Contract Year in respect of any of the Services shall be limited to 100% of the annual Charges paid or payable by the Customer for the applicable Services under the relevant Order Form, less any amount CTS has paid to a supplier on behalf of the Customer.

9.5. Subject to clause 9.3., neither party to the Contract shall have any liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for loss of any indirect, consequential or special loss arising under or in connection with the Contract.

9.6. Unless the Customer notifies CTS that it intends to make a claim in respect of an event within the notice period, CTS shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of it having grounds to make a claim in respect of the event and shall expire 36 months from that date.

10. Termination

10.1. Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

10.1.a. the other party commits a material breach of any term of the Contract where such breach is irremediable or, if such a breach is remediable, fails to remedy that breach within 28 Business Days of that party being notified in writing to do so;

10.1.b. the other party repeatedly breaches the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;

10.1.c. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

10.1.d. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

10.1.e. the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

11. Consequences of Termination

11.1. On expiry or termination of the Contract for any reason:

11.1.a. CTS shall not be required to provide any additional Services on termination of the Contract;

11.1.b. the Customer shall immediately pay to CTS all of CTS' outstanding unpaid invoices and interest and, in respect of any Services supplied but for which no invoice has been submitted or any outstanding, or the balance of any, third party costs incurred by CTS on behalf of the Customer, including but not limited to, the costs of software or services

provided by third parties for the Term set out in the Order Form, CTS shall submit an invoice, which shall be payable by the Customer immediately on receipt;

11.1.c. the parties shall promptly and without delay return all of the other parties Confidential Information. Until the Confidential Information has been returned, the other party shall be solely responsible for their safekeeping and will not use them for any purpose not connected with the Contract;

11.1.d. unless otherwise required to do so by Applicable Law, CTS shall delete or return to the Customer the Confidential Information and customer materials provided by the Customer to CTS in relation to the Services;

11.1.e. all licences granted under this Contract, shall immediately terminate, except for rights granted under clause 7. provided that the licence shall continue for the life of the relevant Intellectual Property Rights;

11.1.f. the Customer shall permit removal of any Third-Party Software installed by CTS or its representatives.

11.2. Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

12. Non-solicitation and Employment

12.1. Neither Party shall, without the prior written consent of the other, at any time from the Effective Date to the expiry of 12 months after the completion of any Services, solicit, employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of the other Party in the provision or receipt of such Services.

12.2. Clause 12.1. shall not apply to any employee who responds to a general recruitment campaign.

13. Force Majeure

13.1. Provided it has complied with clause 13.3. if a party is prevented, hindered or delayed in or from performing any of its obligations under this Contract by a Force Majeure Event ("Affected Party"), the Affected Party shall not be in breach of this Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

13.2. The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

13.3. The Affected Party shall:

13.3.a. as soon as practicably possible after the start of the Force Majeure Event, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Contract; and

13.3.b. use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

13.4. If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 4 weeks, the party not affected by the Force Majeure Event may terminate the applicable Order Form by giving 1 weeks' written notice to the Affected Party.

14. Assignment and Change of Control

14.1. The Customer shall not assign, transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.

14.2. CTS may at any time assign, mortgage, charge, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

15. Waiver

15.1. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

15.2. A failure or delay by a party to exercise any right or remedy provided under the Contract 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 Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

16. Rights and Remedies

16.1. The rights and remedies provided under these General Terms and Conditions are in addition to, and not exclusive of, any rights or remedies provided by Applicable Law.

17. Severance

17.1. If any provision or part-provision of the Contract 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 such 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 shall not affect the validity and enforceability of the rest of the Contract.

17.2. If any provision or part-provision of these General Terms and Conditions is deemed deleted under clause 17.1. the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

18. Survival

18.1. Any provision of this Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

19. Entire Agreement

19.1. The Contract 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.

19.2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

20. No partnership or Agency

20.1. Nothing in these General Terms and Conditions is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

20.2. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

21. Third Party Rights

21.1. Unless it expressly states otherwise, the Contract does not give rise for a third party to enforce any term of the Contract.

21.2. The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

22. Notices

22.1. Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be:

22.1.a. delivered by next Business Day delivery service in the case of the Customer at its registered office (if a company) or its principal place of business (in any other case) and for CTS to Head of Legal at Lowry House, 17 Marble Street, Manchester, M2 3AW; or

22.1.b. sent by email for the Customer to the address specified in the Order Form and for CTS to Legal@CTS.co.

22.2. Any notice or communication shall be deemed to have been received:

22.2.a. if sent by next Business Day delivery services, at 9.00 am on the second Business Day after posting; or

22.2.b. if sent by email, at the time of transmission, or, if this time falls outside Business Hours on a Business Day in the place of receipt, when Business Hours resume.

22.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

23. Counterparts

- 23.1. The Contract may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 23.2. Transmission of an executed counterpart of the Order Form (but for the avoidance of doubt not just a signature page) by email or by electronic signature (in PDF, JPEG or other agreed format) shall take effect as the transmission of an executed "wet-ink" counterpart of the Contract.

24. Dispute Resolution

- 24.1. If a dispute arises out of or in connection with this Contract or the performance, validity or enforceability of it, the parties shall attempt, in good faith, to resolve any dispute promptly by negotiation.
- 24.2. If the dispute is not resolved within 30 Business Days, the dispute shall be escalated to a CTS senior stakeholder.
- 24.3. If the parties are unable to resolve the dispute within 30 Business Days after escalation, the dispute shall be referred to and finally resolved in accordance with clause 26..

25. Governing Law

- 25.1. Where Cloud Technology Solutions Ltd is identified in the Order Form as the contracting party any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.
- 25.2. Where Cloud Technology Solutions Nederlands B.V. is identified in the Order Form as the contracting party, any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of the Netherlands.

26. Jurisdiction

- 26.1. Where Cloud Technology Solutions Ltd is identified in the Order Form as the contracting party, each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.
- 26.2. Where Cloud Technology Solutions Nederlands B.V. is identified in the Order Form as the contracting party, each party irrevocably agrees that the courts of Utrecht, the Netherlands shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.
- 26.3. Each party irrevocably consents to any process in any legal action or proceedings under clause 25. above being served on it in accordance with the provisions of this Contract relating to service of notices. Nothing contained in this Contract shall affect the right to serve process in any other manner permitted by law.
- 26.4. Nothing in this clause 26. shall limit the right of CTS to take proceedings against the Customer in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdiction preclude CTS from taking proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.



Schedule 1 - Definitions

Affiliate	any entity that directly or indirectly controls, is controlled by, or is under common control with another entity.
Applicable Laws	all applicable laws, statutes, regulations and codes from time to time in force.
Billing Services	the resale, activation, provisioning and fee collection services provided by CTS to the Customer.
Business Day	a day other than a Saturday, Sunday or public holiday in the CTS contracting entity's jurisdiction.
Business Hours	means 09:00 hours – 17:00 hours of the CTS contracting entity on a Business Day.
Charges	the charges payable by the Customer for the supply of the Services.
Confidential Information	any information, however conveyed or presented, that relates to the business, affairs, operations, customers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, know-how, personnel and suppliers of the disclosing party, together with all information derived by the receiving party from any such information and any other information clearly designated by a party as being confidential to it (whether or not it is marked 'confidential'), or which ought reasonably be considered to be confidential.
Contract	means the Order Form, the Product Specific Terms, any applicable Statement of Work, these General Terms and Conditions and any documents referred to therein.
Contract Year	a contract year means a 12-month period commencing from the Effective Date or any anniversary of it.
Control	means the beneficial ownership of more than 40% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and controls, controlled and the expression change of control shall be construed accordingly and the expression change of control shall be construed accordingly.
CTS	means the entity identified in the Order Form, either Cloud Technology Solutions Ltd. registered in England and Wales with company number 06738954 or Cloud Technology Solutions Nederlands B.V. registered in the Netherlands with company number 54015596 including any agents, subcontractors, consultants and employees.
Customer	the person or firm identified in the Order Form including its agents, subcontractors, consultants, employees or third parties appointed by the Customer.
Discount	means any discount set out in the Order Form.
Force Majeure Event	means any circumstance not within a party's reasonable control including, without limitation: <ul style="list-style-type: none">i. acts of God, flood, drought, earthquake, epidemics or other natural disaster;ii. terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking of diplomatic relations;iii. nuclear, chemical or biological contamination or sonic boom;iv. any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary license or consent;v. collapse of buildings, fire, explosion or accident;vi. any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause), or companies in the same group as that party;vii. non-performance by suppliers or subcontractors; andviii. interruption or failure of utility service or any act or omission of Google or third party supplier that cannot be mitigated by CTS.
General Terms and Conditions	means these terms and conditions for the supply of Services by CTS to the Customer.



Google		has the meaning given at https://cloud.google.com/terms/google-entity as may be amended by Google from time to time.
Good Practice	Industry	means the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a company within the relevant industry or business sector.
Intellectual Property Rights		patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Order Form		means the order form that expressly incorporates these General Terms and Conditions.
Product Terms	Specific	means the terms setting out the scope of the relevant Service.
Services		means the services set out in the Order Form.
Services Start Date		means either the date described in the Order Form or the date CTS makes the Services available to the Customer.
Statement of Work		means a detailed plan describing the type of Professional Services to be provided by CTS.
Term		means from the Services Start Date the period of time set out in the Order Form for the relevant Service(s).

Schedule 2 - Data Processing Agreement

1. Definitions and Interpretation

Admin Console	means the online console and or tools provided by third party supplier through which CTS may manage the Billing Services
Applicable Data Protection Laws	means: <ol style="list-style-type: none">to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.to the extent the EU GDPR applies, the law of the law of the European Union or any member state of the European Union to which CTS is subject, which relates to the protection of personal data.
CTS Personal Data	means any personal data which CTS processes in connection with the Contract, in the capacity of a controller.
Customer Personal Data	means any personal data which CTS processes in connection with the Contract, in the capacity of a processor on behalf of the Customer.
EEA	means the European Economic Area
EU GDPR	means the General Data Protection Regulation ((EU) 2016/679), as it has effect in EU law
Other Applicable Laws	means: <ol style="list-style-type: none">to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom; andto the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which CTS is subject.
UK GDPR	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

2. General Compliance Roles

- 2.1. Both parties will comply with all applicable requirements of the Applicable Data Protection Laws. This Data Processing Agreement is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.
- 2.2. The parties have determined that for the purposes of Applicable Data Protection Laws CTS shall process the personal data as set out in Annex 1 as processor on behalf of the Customer.
- 2.3. Should the determination in clause 2.2 change, the parties shall work together in good faith to make any changes that are necessary to this Data Processing Agreement.
- 2.4. Neither party, shall by any act or omission, place the other in breach of the Applicable Data Protection Laws.

3. Personal Data Processing

- 3.1. Without prejudice to clause 2.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the CTS Personal Data and Customer Personal Data to CTS or lawful collection of the same by CTS for the duration and purposes of this Data Processing Agreement.
- 3.2. In relation to the Customer Personal Data, Annex 1 sets out the scope, nature and purpose of processing by CTS, the duration of the processing and the types of personal data and categories of data subject.
- 3.3. Without prejudice to clause 2.1, CTS shall, in relation to Customer Personal data:

- 3.3.a. process that Customer Personal Data only on the documented instructions of the Customer, which shall be to process the Customer Personal Data for the purposes set out in Annex 1 (Processing, personal data and data subjects) unless CTS is required by Other Applicable Laws to otherwise process that Customer Personal Data (Purpose). Where CTS is relying on Other Applicable Laws as the basis for processing Customer Processor Data, CTS shall notify the Customer of this before performing the processing required by the Other Applicable Laws unless those laws prohibit CTS from so notifying the Customer on important grounds of public interest. CTS shall inform the Customer if, in the opinion of CTS, the instructions of the Customer infringe Applicable Data Protection Laws;
 - 3.3.b. not process that Customer Personal Data for any Purpose other than as set out in Annex 1;
 - 3.3.c. Implement technical and organisational measures to protect against unauthorised or unlawful processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data, which the Customer has reviewed and confirms 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;
 - 3.3.d. ensure that any personnel engaged and authorised by CTS to process Customer Personal Data keep the Customer Personal Data confidential;
 - 3.3.e. assist the Customer insofar as this is possible (taking into account the nature of the processing and the information available to CTS), and at the Customer's cost and written request, in responding to any request from a data subject and in ensuring the Customer's compliance with its obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 3.3.f. notify the Customer without undue delay on becoming aware of a personal data breach involving the Customer Personal Data;
 - 3.3.g. at the written direction of the Customer, delete or return Customer Personal Data and copies thereof to the Customer on termination of the Contract unless CTS is required by Applicable Law to continue to process that Customer Personal Data. For the purposes of this clause 3.3(g), Customer Personal Data shall be considered deleted where it is put beyond further use by CTS; and
 - 3.3.h. maintain records to demonstrate its compliance with this clause 3.
- 3.4. The Customer provides its prior, general authorisation for CTS to:
- 3.4.a. appoint processors to process the Customer Personal Data, provided that CTS:
 - 3.4.a.i. shall ensure that the terms on which it appoints such processors comply with Applicable Data Protection Laws, and are consistent with the obligations imposed on CTS in this Data Processing Agreement; and
 - 3.4.a.ii. shall inform the Customer of any intended changes concerning the addition or replacement of the processors, thereby giving the Customer the opportunity to object to such changes provided that if the Customer objects to the changes and cannot demonstrate, to CTS' reasonable satisfaction, that the objection is due to an actual or likely breach of Applicable Data Protection Law, the Customer shall indemnify CTS for any losses, damages, costs (including legal fees) and expenses suffered by CTS in accommodating the objection.
 - 3.4.b. transfer Customer Personal Data outside of the UK and EEA as required for the Purpose, provided that CTS shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws. For these purposes, the Customer shall promptly comply with any reasonable request of CTS, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time (where the EU



GDPR applies to the transfer) or adopted by the Commissioner from time to time (where the UK GDPR applies to the transfer).

- 3.5. Either party may, at any time on not less than 30 days' notice, revise this Data Processing Agreement by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).

4. Liability

- 4.1. CTS' liability for losses arising from breaches of this Data Processing Agreement is as set out in clause 9 of the General Terms and Conditions.

Annex 1 - Scope and Details of Processing

1. Billing Services

Scope	To provide the Billing Services to the Customer.
Nature and purpose of processing	To deliver Billing Services to the Customer.
Duration of processing	For the Term of the Billing Services set out in the Order Form.
Categories of personal data	Data relating to individuals available to CTS via the Admin Console by (or at the direction of) the Customer.
Types of data subjects	Individuals about whom data is made available to CTS via the Admin Console by (or at the discretion of) the Customer.

2. Professional Services and Managed Services

Scope	To provide the Professional Services and / or Managed Services to the Customer.
Nature and purpose of processing	To deliver Professional Services and / or Managed Services to the Customer.
Duration of processing	For the Term of the Professional Services and / or Managed Services set out in the Order Form.



Categories of personal data

CTS will process personal data on the instructor of the data controller which may include:

- Basic personal data (for example place of birth, street name and house number (address), postal code, city of residence, country of residence, mobile phone number, first name, last name, initials, email address, gender, date of birth), including basic personal data about family members and children;
- Authentication data (for example user name, password or PIN code, security question, audit trail);
- Contact information (for example addresses, email, phone numbers, social media identifiers; emergency contact details);
- Unique identification numbers and signatures (for example Social Security number, bank account number, passport and ID card number, driver's license number and vehicle registration data, IP addresses, employee number, student number, patient number, signature, unique identifier in tracking cookies or similar technology);
- Pseudonymous identifiers;
- Financial and insurance information (for example insurance number, bank account name and number, credit card name and number, invoice number, income, type of assurance, payment behavior, creditworthiness);
- Commercial Information (for example history of purchases, special offers, subscription information, payment history);
- Biometric Information (for example DNA, fingerprints and iris scans);
- Location data (for example, Cell ID, geo-location network data, location by start call/end of the call. Location data derived from use of wifi access points);
- Photos, video and audio;
- Internet activity (for example browsing history, search history, reading, television viewing, radio listening activities);
- Device identification (for example IMEI-number, SIM card number, MAC address);
- Profiling (for example based on observed criminal or anti-social behavior or pseudonymous profiles based on visited URLs, click streams, browsing logs, IP-addresses, domains, apps installed, or profiles based on marketing preferences);
- HR and recruitment data (for example declaration of employment status, recruitment information (such as curriculum vitae, employment history, education history details), job and position data, including worked hours, assessments and salary, work permit details, availability, terms of employment, tax details, payment details, insurance details and location and organizations);
- Education data (for example education history, current education, grades and results, highest degree achieved, learning disability);
- Citizenship and residency information (for example citizenship, naturalization status, marital status, nationality, immigration status, passport data, details of residency or work permit);
- Information processed for the performance of a task carried out in the public interest or in the exercise of an official authority;
- Special categories of data (for example racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health, data concerning a natural person's sex life or sexual orientation, or data relating to criminal convictions or offences).



Types of data subjects	Individuals about whom data is made available to CTS by the Customer.
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3. Re-sale of Chrome Hardware

Scope	To provide the Chrome Hardware to the Customer.
Nature and purpose of processing	To deliver Chrome Hardware to the Customer.
Duration of processing	For the Term set out in the Order Form.
Categories of personal data	Customer representatives names and email addresses.
Types of data subjects	Representatives of the Customer and its Affiliates.

4. Utilisation of CloudM Software and / or Services

Scope	To provide the CloudM Software to the Customer.
Nature and purpose of processing	As necessary to provide the CloudM Software pursuant to the Contract in accordance with the Order Form and as instructed by Customer in its use of the CloudM Software.
Duration of processing	For the Term set out in the Order Form.
Categories of personal data	Customer may submit personal data, to the extent which is determined and controlled by Customer and which may include but is not limited to the following data subject types: Contact information such as names, email addresses, telephone numbers and any other personal data submitted by, sent to or received by Customer or its end users through the Services.
Types of data subjects	Customer may submit personal data, the extent of which is determined and controlled by Customer and which may include the following personal data relating to the following categories of personal data: Customer contacts and end users including but not limited to Customer employees, contractors, customers, prospects, suppliers, collaborators and subcontractors, it may also include third party individuals attempting to communicate with Customers end users.