



# **Terms and Conditions Hardware**

**Inform.  
Transform.  
Protect.**



## Terms and Conditions for Hardware Customers

### 1. Orders

#### 1.1. Purchase Orders

The Customer shall submit all orders for Products and/or Services to Venom IT in writing via Venom IT's support desk, or as Venom IT otherwise specifies in writing, allowing a reasonable time for Venom IT to receive, review, process the Purchase Order, and provision the Products and/or Services (the "Delivery Date").

#### 1.2. Accepting, Modifying, and Rejecting Purchase Orders

##### 1.2.1. By Notice

Within seven Business Days' of receiving a Purchase Order from the Customer, Venom IT shall accept, reject, or propose a modification to the Purchase Order by sending the Customer written notice of its acceptance, rejection, or proposed modification.

##### 1.2.2. Deemed Acceptance

If Venom IT fails to notify the Customer of its acceptance, rejection, or proposed modification, the Customer may deem that Venom IT has accepted the Purchase Order.

If the Customer fails to notify Venom IT of its acceptance or rejection of a proposed modification, Venom IT may deem that the Customer accepted the modification to the Purchase Order.

##### 1.2.3. Modification of Purchase Order

Venom IT may propose a modification to a Purchase Order by including in its notice to the Customer a modified Purchase Order for the Customer to accept or reject according to the acceptance and rejection procedures under paragraphs 1.2.1 BY NOTICE and 1.2.2 DEEMED ACCEPTANCE.

#### 1.3. Cancelling Purchase Orders

The Customer may, at no expense to itself, cancel part or all of a Purchase Order within 24 hours of placing the order.

### 2. Delivery of Tangible Products

#### 2.1. Delivery

Venom IT shall, at a reasonable additional cost to the Customer, deliver each order of tangible Products to the Customer or the Customer's customer as directed by the Customer.

- a) on the Delivery Date and to the location specified in the applicable Purchase Order
- b) using any delivery method the parties agree to in writing.

#### 2.2. Risk of Loss Shifts on Delivery.

Venom IT will remain liable for any damages, losses, or defects to the Products until the Products are delivered to the Customer, after which the Customer will be solely liable.



### 3. Acceptance and Rejection of Tangible Product Deliveries

#### 3.1. Inspection Period

The Customer will have 7 Business Days after Venom IT delivers an order of Products to inspect and test the Products for defects and to ensure the order meets the specifications of the applicable Purchase Order (the "Inspection Period").

#### 3.2. Acceptance

If in the Customer's opinion, the Products satisfy the specifications of the applicable Purchase Order, the Customer shall accept the Products and notify Venom IT that it is accepting them.

#### 3.3. Deemed Acceptance

The Customer will be deemed to have accepted Products if

- a) the Customer fails to notify Venom IT on or before the expiration of the Inspection Period, or
- b) if during the Inspection Period, the Customer sells or attempts to sell, runs, or otherwise uses the Products beyond what is necessary for inspection and testing, and in a way a reasonable person would consider consistent with the Customer has accepted the delivery from Venom IT.

#### 3.4. Rejection and Cure

If in the Customer's opinion, a delivery of Products fails to meet the specifications of the applicable Purchase Order,

- a) the Customer shall deliver to Venom IT a written list detailing each failure, and
- b) Venom IT shall deliver to the Customer any Products necessary to remedy each failure, at no expense.

### 4. Changes to Products and/or Services

Venom IT may discontinue or modify the Products, modify the Product specifications, or replace the Products with similar Venom IT or third-party products, except that Venom IT may not discontinue, modify, or replace Products that are subject to an accepted and outstanding Purchase Order unless required by Law.

### 5. Price

#### 5.1. Price for the Customer

The Customer shall pay Venom IT's list price for each Product, as listed in the *Venom IT Customer's Price Schedule* or as quoted in a formal quotation.

#### 5.2. Resale Prices

The Customer may determine its retail prices, taking into account suggested retail prices provided by Venom IT.

#### 5.3. Changes to Prices

Notice of Upcoming Changes.

Where reasonably possible, when Venom IT changes its list prices, Venom IT shall give the Customer one month's notice before implementing those changes.



#### 5.4. No Effect on Outstanding Purchase Orders

Changes to Venom IT's list prices will not affect any Purchase Orders already submitted.

#### 5.5. Most Favoured Customer

Venom IT reserves the right to sell its Products and/or Services to any third party at a price lower than what it charges other Customers for the same Products and/or Services.

### 6. Payment of List Prices

#### 6.1. Invoice Delivery

Venom IT shall invoice the Customer for each delivery of Products and/or Services within 28 (twenty-eight) Business Days after the Customer accepts the delivery of Tangible Products or after the Services have commenced.

#### 6.2. Invoice Procedure and Requirements

Venom IT shall

- a) make each invoice to the Customer in writing, including
- b) an invoice date and number,
- c) the total amount due, and
- d) the calculation of the total amount, and
- e) send each invoice to the Customer's agreed-upon address of correspondence

### 7. Payment

#### 7.1. Services

7.1.1. Venom IT will charge the Customer for each service, per user, per calendar month.

- a) In the event of a user cancellation, the Customer will be charged for a full month even if only part of a month's service was rendered. It is the Customer's responsibility to notify Venom IT of any user cancellations by logging a service ticket with Venom IT's support line.
- b) When a new user is added the Customer will be charged for a full month even if only part of a month's service was rendered. It is the Customer's responsibility to notify Venom IT of any user additions by logging a service ticket with Venom IT's support line.

7.1.2. The Customer will be invoiced every month on or around the 15th of the month.

7.1.3. Invoices are due for payment within 28 days of receipt

7.1.4. Venom IT and the Customer will pay all amounts due under this Agreement in full without any deduction except as required by law. Neither Party will be entitled to assert any credit, set-off or counterclaim against the other to justify withholding payment of any amount due, in whole or in part.

#### 7.2. Tangible Products

7.2.1. The Customer will be invoiced immediately upon dispatch of the Product(s).

7.2.2. A 50% deposit will be required in all cases

7.2.3. The balance of invoices is due for payment within 28 days of receipt

7.2.4. Venom IT and the Customer will pay all amounts due under this Agreement in full without any deduction except as required by law. Neither Party will be entitled to assert





any credit, set-off or counterclaim against the other to justify withholding payment of any amount due, in whole or in part.

### 7.3. Payment Procedure

The Customer shall pay each invoice within 28 (twenty-eight) days of receiving each invoice,

- a) in immediately available funds,
- b) to the account Venom IT specifies on each invoice

### 7.4. Prevention of Man-in-the-Middle Attacks

To mitigate the possibility of Man-in-the-Middle attacks,

- 7.4.1. The Customer should make a secure record of Venom IT's verified bank account details and then check the banking details on each subsequent invoice against the verified banking details before making payment.
- 7.4.2. Venom IT should be notified of any suspicious changes and payment should temporarily be halted until Venom IT has either verified the change or given instruction to pay into the original verified bank account.

### 7.5. Late-payment Penalties

- 7.5.1. Any late payments will be charged interest at 4% per annum plus the Bank of England base rate. Such interest will accrue daily from the due date until the actual payment of the overdue amount. Venom IT may at its sole discretion suspend services until payment has been made in full.
- 7.5.2. Any late payments will be charged for the cost of recovering the late payment on top of claiming interest, as set out in the section *Late commercial payments: charging interest and debt recovery* of Her Majesty's Government official website [www.gov.uk](http://www.gov.uk).

### 7.6. Currency

All monetary amounts referred to are GBP and are excluding Value Added Tax unless otherwise specified.

## 8. Taxes

Payment amounts under this agreement do not include Taxes, and the Customer shall pay all Taxes applicable to payments between the parties under this agreement.

- 8.1.1. All amounts stated are excluding Value Added Tax unless otherwise indicated. VAT will be charged to the Customer in addition to monthly service charges or any other, ad-hoc charges for Products and/or Services.
- 8.1.2. Venom IT will be solely responsible for all income tax liabilities and National Insurance or similar contributions relating to the Payment received from the Customer and Venom IT will indemnify the Customer in respect of any such payments.
- 8.1.3. The Customer will be solely responsible for all income tax liabilities and National Insurance or similar contributions relating to the Payment received from its clients and/or re-Customers.
- 8.1.4. Venom IT will be solely responsible for the payment of all remuneration and benefits due to the employees of Venom IT, including any National Insurance, Income Tax and any other form of social costs or taxation.



8.1.5. The Customer will be solely responsible for the payment of all remuneration and benefits due to the employees of the Customer, including any National Insurance, Income Tax and any other form of social costs or taxation.

## 9. Capacity

In providing the services under this Agreement it is expressly agreed that Venom IT is acting as an independent contractor and not as an employee. Both parties acknowledge that this Agreement is purely a service contract and does not create a joint venture or partnership of any kind.

## 10. Representations

### 10.1. Mutual Representations

#### 10.1.1. Existence

The parties are corporations incorporated and existing under the Laws of the jurisdictions of their respective incorporation.

#### 10.1.2. Authority and Capacity

The parties have the authority and capacity to enter into this agreement.

#### 10.1.3. Execution and Delivery

The parties have duly executed and delivered this agreement.

#### 10.1.4. Enforceability

This agreement constitutes a legal, valid, and binding obligation, enforceable against the parties according to its terms.

#### 10.1.5. No Conflicts

Neither party is under any restriction or obligation that the party could reasonably expect might affect the party's performance of its obligations under this agreement.

#### 10.1.6. No Breach

Neither party's execution, delivery, or performance of its obligations under this agreement will breach or result in a default under

- a) its articles, bylaws, or any unanimous shareholders agreement,
- b) any Law to which it is subject,
- c) any judgment, Order, or decree of any Governmental Authority to which it is subject, or
- d) any agreement to which it is a party or by which it is bound.

#### 10.1.7. Permits, Consents, and Other Authorisations

Each party holds all Permits and other authorisations necessary to

- e) own, lease, and operate its properties and
- f) conduct its business as it is now carried on.

#### 10.1.8. No Disputes or Proceedings

Except as disclosed in the party's respective Disclosure Schedules, no Legal Proceedings are pending, threatened, or foreseeable against either party, which would affect that party's ability to complete its obligations under this agreement.



#### 10.1.9.No Bankruptcy

Neither party has taken or authorised any proceedings related to that party's bankruptcy, insolvency, liquidation, dissolution, or winding up.

### 10.2. Supplier's Representations

#### 10.2.1.Disclosure Schedule

Venom IT's Disclosure Schedule lists any exceptions to its representations.

#### 10.2.2.Ownership

Except as listed in Venom IT's Disclosure Schedule, Venom IT is the sole owner of the Products, free of any claims by a third party or any Encumbrance.

#### 10.2.3.Legal Right

Venom IT has the right to transfer the Products and/or Services.

#### 10.2.4.No Infringement

Venom IT's sale of the Products does not infringe on or constitute a misappropriation of the Intellectual Property or other rights of any third party.

## 11. Limited Warranties

### 11.1. Supplier Products and/or Services

All Venom IT Products are covered by Venom IT's limited warranty statements and/or Service Level Agreements (SLA) and/or Scoping Documents that are provided with the Products and/or Services or otherwise made available.

### 11.2. Third-Party Products and/or Services

Non-Supplier-branded Products and/or Services receive warranty coverage as provided by the relevant third-party supplier.

### 11.3. Software Warranty

Venom IT hereby warrants that for the Warranty Period, that when operated according to the documentation and other instructions Venom IT provides, the software will perform substantially according to the functional specifications listed in the documentation.

### 11.4. No Other Obligation

Venom IT's obligation to repair or replace defects under this section will be the Customer's sole remedy for defects.

## 12. Intellectual Property

Except for rights expressly granted under this agreement,

12.1. Nothing in this agreement will function to transfer any of either party's Intellectual Property rights to the other party, and

12.2. Each party will retain an exclusive interest in and ownership of its Intellectual Property developed before this agreement or developed outside the scope of this agreement.



- 12.3. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with Venom IT. Intellectual property rights include the look and feel of any software produced. Intellectual property rights include the functionality, logic and coding of any software produced.

### 13. No Reverse Engineering

- 13.1. All intellectual property and related material (the “Intellectual Property”) that is supplied, developed or produced by Venom IT under this Agreement, will be the property of Venom IT. The Customer is granted a non-exclusive limited-use license of this Intellectual Property. Any software provided by Venom IT during the course of this Agreement may not be modified, reverse-engineered or de-compiled in any manner through current or future technologies.
- 13.2. The Customer will not
- create or attempt to, or aid or permits others to, create by reverse engineering, disassembly, decompilation, reverse engineering or otherwise, the internal structure, the source code, hardware design, or organisation of any Product, unless expressly permitted by Law
  - copy, modify, translate, or create derivative works of software included in any Product, unless Venom IT consents in writing, or
  - separate the Product into parts for distribution or transfer to a third party.

### 14. Customer Responsibilities

#### 14.1. Marketing

- 14.1.1. The Customer shall use reasonable efforts to market, advertise, and otherwise promote and sell the Products and/or Services in the United Kingdom.
- 14.1.2. Apart from accurate and up-to-date information, Venom IT is under no obligation to provide any marketing materials.

#### 14.2. Misrepresentation

The Customer shall not in any way misrepresent the Products and/or Services provided by Venom IT.

### 15. Compliance with Data Protection Laws

#### 15.1. Controller-Processor Relationship and Controller-Data Subject Relationship

- 15.1.1. The Parties agree that for services where Venom IT stores or processes any third-party data on behalf of the Customer, the Customer is the Data Controller and Venom IT is the Data Processor.
- 15.1.2. The Parties agree that for services where Venom IT supplies any tangible products or any services that do not involve the processing of any third-party data on behalf of the Customer, the Customer is the Data Subject and Venom IT is the Data Controller.
- 15.1.3. Venom IT may from time to time subcontract processing of the Data to a third-party subcontractor without the specific written consent of the Customer, in cases such as repairs to data centres, switching of certain service providers (e.g. hardware providers, software providers or providers of other services related to Cloud Computing) as these instances would be classed as being in the legitimate interest of the Data Controller (Recital 49 of the GDPR) and other exemptions made by the





Information Commissioner's Office for Cloud providers. Venom IT reserves the right to sub-contract vetted technical specialists for the occasional and/or regular provision of certain cloud-related services without the Customer's consent.

- 15.1.4. Subject to paragraph 15.1.3, for all other sub-processing activities Venom IT will only engage a sub-processor with the prior consent of the data Customer and a written contract which enforces compliance with data protection laws.
- 15.1.5. Venom IT will not transfer or store any data belonging to the Customer outside of the EU and/or the UK without express written instructions from the Customer.
- 15.1.6. Although Venom IT in its capacity as Processor will provide any reasonable assistance in the handling of Subject Access Requests (SARs), the Customer in its capacity as Controller remains ultimately responsible for the handling of SARs.
- 15.1.7. Although Venom IT in its capacity as Processor will provide any reasonable assistance in the performing of Data Protection Impact Assessments(DPIAs) the Customer in its capacity as Controller remains ultimately responsible for the performing of its DPIAs.
- 15.1.8. Nothing within this Agreement relieves Venom IT of its direct responsibilities and liabilities under the GDPR, and no indemnity has been granted.

## 15.2. The subject matter and duration of the processing

As Processor, Venom IT will process various types of Data on behalf of the Customer and/or its clients. This may or may not include Personal Data and/or Sensitive Personal Data and the duration of processing will be determined by the Controller

In its capacity as Controller, Venom IT will only process data necessary to the performance of its contractual obligations to the Customer, and records will be retained for up to 7 years after the conclusion of all business, or by HMRC requirements.

## 15.3. Nature and Purpose of the Processing

In cases where Venom IT processes third-party data on behalf of the Customer, the nature and purpose of Processing is determined by the Customer.

In cases where Venom IT processes the Customer's data, the nature and purpose of Processing are as required for the provision of Products and/or Services by the Supplier to the Customer under the Agreement or as stipulated in the formal quotation.

## 15.4. Type of Personal Data and Categories of Data Subject

In cases where Venom IT processes third-party data on behalf of the Customer, the types of personal data and categories of Data Subjects are determined by the Customer.

In cases where Venom IT processes the Customer's data, the types of personal data and categories of Data Subjects are as follows:

### Types of Personal Data

- a) Identity Data including first name, last name, username or similar identifier.
- b) Contact Data including billing address, delivery address, email address and telephone numbers.
- c) Financial Data including bank account and payment card details.
- d) Transaction Data including details about payments to and from the Data Subject.



- e) Technical Data including internet protocol (IP) address, the Data Subject's login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform.
- f) Profile Data including the Data Subject's username and password, or orders made by the Data Subject.
- g) Usage Data including information about how the Data Subject uses the website of the Supplier.
- h) Communications Data including the Data Subject's communication preferences.

### Categories of Data Subjects

- a) The Customer's employees (including temporary or casual workers).
- b) The Customer's group companies' employees (including temporary or casual workers).
- c) The Customer's customers and potential customers.
- d) The Customer's business partners.
- e) The Customer's suppliers and sub-contractors.
- f) The Customer's agents.
- g) Individuals identified in documents processed by the Supplier in providing goods and/or services to the Customer.

### 15.5. Obligations and Rights of the Customer

- 15.5.1. The Customer may be subject to investigative and corrective powers of supervisory authorities (such as the ICO) under Article 58 of the GDPR;
- 15.5.2. If The Customer fails to meet its obligations, it may be subject to an administrative fine under Article 83 of the GDPR;
- 15.5.3. If The Customer fails to meet its GDPR obligations it may be subject to a penalty under Article 84 of the GDPR; and
- 15.5.4. If The Customer fails to meet its GDPR obligations it may have to pay compensation under Article 82 of the GDPR.
- 15.5.5. The Customer has the right to bring an action for annulment of decisions of the supervisory authority (ICO in the UK) before a Court of Justice. Proceedings against the supervisory authority should be brought before the courts of the Member State where the supervisory authority is established (Recital 143 of the GDPR).
- 15.5.6. The Customer is responsible for performing its own Data Impact Assessments (CPIA)
- 15.5.7. The Customer will ensure that all its employees, sub-contractors and their personnel comply with all relevant data protection laws.
- 15.5.8. The Customer will cooperate with supervisory authorities (such as the ICO) by Article 31
- 15.5.9. The Customer will keep records of its processing activities by Article 30.

### 15.6. Obligations and rights of Venom IT

- 15.6.1. Venom IT will only act on the written instructions of the Customer unless required by law to act without such instructions (Article 29)
- 15.6.2. Venom IT will ensure that people processing the data are subject to a duty of confidence;
- 15.6.3. Venom IT will implement appropriate organisational and technical measures to protect the data held on behalf of the Customer against accidental or malicious destruction, loss, alteration, access or disclosure.



- 15.6.4. Venom IT will assist the data Customer in meeting its GDPR obligations regarding the security of processing and the notification of personal data breaches
- 15.6.5. Venom IT will delete or return all personal data to the Customer as requested upon the termination of this Agreement
- 15.6.6. Venom IT will submit to independent audits and inspections, provide the Customer with sufficient information it needs to ensure that Venom IT is meeting its Article 28 obligations, and immediately inform the Customer if Venom IT is asked to do something infringing the GDPR or other data protection law of the UK, the EU or a member state.
- 15.6.7. Venom IT will, upon request from the Customer, make available copies of all relevant certifications as evidence of compliance with data protection laws.
- 15.6.8. Venom IT will ensure that all its employees, sub-contractors and their personnel comply with all relevant data protection laws.
- 15.6.9. Venom IT will cooperate with supervisory authorities (such as the ICO) by Article 31
- 15.6.10. Venom IT will keep records of its processing activities by Article 30.2
- 15.6.11. For security reasons and in line with ICO exemptions for Cloud providers, access to data centres will only be given to the Customer by invitation from Venom IT.
- 15.6.12. Venom IT will promptly notify the Customer in the event of a Data Breach by Article 33.
- 15.6.13. Venom IT will notify the ICO within 72 hours in the event of a Data Breach.
- 15.6.14. Venom IT employs a Data Protection Officer by Article 37
- 15.6.15. Venom IT will appoint (in writing) a representative within the European Union if so required by Article 27.
- 15.6.16. Venom IT may be subject to investigative and corrective powers of supervisory authorities (such as the ICO) under Article 58 of the GDPR
- 15.6.17. If it fails to meet its obligations, Venom IT may be subject to an administrative fine under Article 83 of the GDPR
- 15.6.18. If it fails to meet its GDPR obligations Venom IT may be subject to a penalty under Article 84 of the GDPR
- 15.6.19. If it fails to meet its GDPR obligations Venom IT may have to pay compensation under Article 82 of the GDPR.
- 15.6.20. Venom IT has the right to bring an action for annulment of decisions of the supervisory authority (ICO in the UK) before a Court of Justice. Proceedings against the supervisory authority should be brought before the courts of the Member State where the supervisory authority is established (Recital 143 of the GDPR).

## 16. License Grants

### 16.1. Software License Grant

Venom IT hereby grants the Customer a non-transferable, non-exclusive, non-sublicensable, and royalty-free license to use and distribute any software incorporated in Products solely for use by customers in and in connection with their use of Products.

### 16.2. Documentation License Grant

Venom IT hereby grants to the Customer a non-transferable, non-exclusive, non-sublicensable, and royalty-free license to



- a) reproduce or transmit documentation Venom IT provides the Customer for marketing, selling, and distributing the Products (provided such documentation is not modified and proprietary notices are not removed),
- b) reproduce and transmit any user manuals and other documentation Venom IT creates for customers in connection with the Products.

### 16.3. Supplier Trademark License Grant

Venom IT hereby grants to the Customer a non-transferable, non-exclusive, non-sublicensable, and royalty-free license to use Venom IT's name, trademarks, logos, and other identifying information on marketing literature, advertising, promotions, customer information, and programs the Customer creates in connection with the Products, subject to Venom IT's written approval in each instance.

## 17. Trademark Use

The Customer shall comply with all of Venom IT's policies regarding the use and display of Venom IT's name, trademarks, logos, and other identifying information that Venom IT provides to the Customer in writing.

## 18. Compliance with Laws.

Each party shall comply with all applicable Laws, and notify the other party if it becomes aware of any non-compliance in connection with this section.

## 19. Indemnification

- 19.1. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents employees and permitted successors and assigns against any losses, claims, liabilities, damages, punitive damages, penalties, expenses, reasonable legal fees and costs of any kind or amount, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents employees and permitted successors. This indemnification will survive the termination of this Agreement.
- 19.2. If Venom IT's performance of its obligations under this Agreement is prevented or delayed by an act or omission of the Customer, its agents, sub-contractors, consultants or employees, Venom IT will not be liable for any costs, charges or losses incurred by the Customer as a result

## 20. Liability

### 20.1. Liability principles:

- 20.1.1. Neither Party is liable under this Agreement, whether in contract, tort (including negligence), breach of statutory duty, indemnity or otherwise, for:
  - a) any loss (whether direct or indirect) of profit, revenue, anticipated savings or goodwill;
  - b) any loss of or corruption to data (except to the extent that such loss or corruption is a direct result of a Party's breach of Applicable Privacy Law about the performance of its obligations under this Agreement);
  - c) any regulatory fines;
  - d) any legal costs;
  - e) any loss arising from business interruption or reputational damage;



- f) indirect or consequential losses, regardless of whether any of these types of losses were contemplated by either of the Parties when they entered into this Agreement or any Order.

20.1.2. Nothing in this Agreement limits or excludes either party's liability for:

- a) Death or personal injury caused by negligence;
- b) Manifest and reckless default, fraud, fraudulent misrepresentation or reckless misconduct by the defaulting Party
- c) Any other liability which cannot be limited or excluded by law
- d) Any losses to the extent that the other party acted unlawfully, negligently, or intentionally to cause those losses

## 20.2. Liability cap:

20.2.1. Subject to clause **Error! Reference source not found.**, each Party's aggregate liability under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, indemnity or otherwise, in respect of each Liability Period shall not exceed the amount of the Charges paid or payable between the Parties in respect of that Liability Period. If the Charges have been paid or payable between the Parties for less than 12 months in any Liability Period, a Party's liability shall not exceed the average monthly charge paid or payable for that Liability Period multiplied by 12.

20.2.2. This liability cap shall not apply to damages due to breach of confidentiality obligations as set out in this Agreement (except to the extent that such breach of confidentiality relates to the disclosure of Personal Data, in respect of which the Data Privacy Obligations shall apply) or non-payment of Charges or Recovery Charges.

20.2.3. In any event the liability shall not exceed £5,000,000 during any Liability Period

20.2.4. During this Agreement, both Parties will maintain in force sufficient insurance with a reputable insurance company.

20.2.5. *Liability Period* means each consecutive 12-month period starting on the Agreement Start Date

## 21. Notice and Failure to Notify

### 21.1. Acceptable Forms of Notice

21.2. All legal notices, requests, demands or other communications related to this Agreement will be given in writing and delivered to the addresses on the first page of this Agreement.

21.3. Email and/or recordings of calls made to Venom IT's support desk will be accepted as written notice for non-legal matters such as adding/removing users, changes to service or information updates.

### 21.4. Notice Requirement

Before bringing a claim for indemnification, the indemnified party shall

- a) notify the indemnifying party of the indemnifiable proceeding, and
- b) deliver to the indemnifying party all legal pleadings and other documents reasonably necessary to indemnify or defend the indemnifiable proceeding.





### 21.5. Failure to Notify

If the indemnified party fails to notify the indemnifying party of the indemnifiable proceeding, the indemnifying party will be relieved of its indemnification obligations to the extent it was prejudiced by the indemnified party's failure.

### 21.6. Defence

The indemnifying party may elect to defend the indemnified party in the proceeding by giving prompt written notice after receiving notice of the proceeding.

### 21.7. Authority to Contest, Pay, or Settle

The indemnifying party may contest, pay, or settle the proceeding without obtaining the indemnified party's consent, only if the indemnifying party's decision

- a) does not require the indemnified party to make any admission that it acted unlawfully,
- b) does not affect any other legal proceeding against the indemnified party,
- c) provides that the indemnifying party will pay the claimant's monetary damages in full, and
- d) requires the claimant to release the indemnified party from all liability related to the proceeding.

## 22. Circumstances Beyond Reasonable Control

- 22.1. Neither Party will be held liable for any failure or delay in performing their obligations where such failure or delay results from any force majeure such as a war, riots, pandemic or natural disaster as well as any law, governmental order, rule, regulation, direction, curfew restriction or other act of the competent authorities implemented to combat such force majeure event. Cybercrimes such as nation-state attacks and any widespread disruptions of the Internet or large-scale DoS or DDoS attacks will also be considered force majeure events.
- 22.2. The Party(s) affected by such a force majeure will use all reasonable endeavours to mitigate the effects and resume the performance of their obligations.
- 22.3. The corresponding obligations of the other Party will be suspended to the same extent as those of the Party affected by the force majeure event.

## 23. Anti-bribery

- 23.1. Both Parties, their agents, sub-contractors, consultants or employees will:
  - 23.1.1. Comply with all applicable Laws, regulations, statutes and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act of 2010.
  - 23.1.2. Comply with any industry-related code of practice.

## 24. Non-solicitation

- 24.1. The Customer will not, without prior written consent from Venom IT, at any time from the start of the Customer Agreement up until twelve months after its termination, solicit or entice away from Venom IT or attempt to employ any person who is or has been an employee of Venom IT whilst this Agreement is in force.

## 25. Assignment

- 25.1. Venom IT will not voluntarily assign or otherwise transfer its obligations under this Agreement without the prior consent of the Client

## Definitions



"Business Day" means a day other than a Saturday, a Sunday, or any other day on which the principal banks located in London, United Kingdom are not open for business.

"Effective Date" is defined in the introduction to this agreement.

"Intellectual Property" means any of the following in any jurisdiction throughout the world.

(a) trademarks and service marks, including all applications and registrations, and the goodwill connected with the use of and symbolised by the foregoing,

(b) copyrights, including all applications and registrations related to the foregoing,

(c) trade secrets and confidential know-how,

(d) patents and patent applications,

(e) websites and internet domain name registrations, and

(f) other intellectual property and related proprietary rights, interests and protections (including all rights to sue and recover and retain damages, costs and attorneys' fees for past, present, and future infringement, and any other rights relating to any of the foregoing).

"Legal Proceeding" means any claim, investigation, hearing, legal action, or other legal, administrative, arbitral, or similar proceedings, whether civil or criminal (including any appeal or review of any of the foregoing).

"Man-in-the-Middle attacks" are fraudulent cyber-attacks during which a hacker intercepts sensitive documents and changes the document to the hacker's benefit, for example changing the banking details on an invoice from the company's details to the hacker's banking details.

"Permits" means all material licenses, franchises, permits, certificates, approvals, and authorisations, from Governmental Authorities necessary for the ownership and operation of the party's business.

"Products" means tangible goods and/or services of a one-off nature.

"Services" means the provision of ongoing services billed on a per-calendar-month basis.

"Tangible Products" means products or goods of a physical nature.

"Taxes" includes all taxes, assessments, charges, duties, fees, levies, and other charges of a Governmental Authority, including income, franchise, capital stock, real property, personal property, tangible, withholding, employment, payroll, social security, social contribution, unemployment compensation, disability, transfer, sales, use, excise, gross receipts, value added and all other taxes of any kind for which a party may have any liability imposed by any Governmental Authority, whether disputed or not, any related charges, interest or penalties imposed by any Governmental Authority, and any liability for any other person as a transferee or successor by Law, contract or otherwise.



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