

Terms and Conditions

Introduction

These Terms and Conditions form the principles under which R D B Concepts Ltd (Company Registration No. 04211248) whose principal place of business is located at The Old Vicarage, Market Street, Castle Donington, DE74 2JB conducts business with its partners, suppliers and clients.

We refer to ourselves, RDB Concepts, throughout this document variously as "We" or "Our". We refer to you, our customer or client, throughout this document as "You" or "Your". The normal conventions of English capitalisation and grammar apply to these definitions throughout the document. For example, we may refer to "your purchase order" or "our invoice".

We refer to both parties by the use of normal English such as "both of us".

When this document refers to "days" it means working days, as used in the United Kingdom. When we refer to weeks or months it means calendar weeks or calendar months respectively.

We will do business with you on the understanding that both of us will abide by the latest revision of these Terms and Conditions prevailing on the day that your order is accepted or, at your choice, any later revision of Terms and Conditions issued by RDB Concepts. If you choose to use a later revision then you will be bound by all the terms prevailing in that later revision.

This document contains a number of provisions that in certain circumstances relate to the publication of confidential information. It is your responsibility to ensure that you have read and understood this document. We have endeavoured to highlight any areas that we feel merit particular attention.

Conduct

We expect to conduct business with you in a professional manner and believe that maintaining a good relationship with you is one of our highest priorities. Both of us will act in good faith at all times when dealing with each other.

We are certified to certain standards including ISO 14001 (Environmental Management), ISO/EIC 20000 (IT Service Management), ISO/EIC 27001 (Information Security Management) and ISO 9001 (Quality Management). These certifications reflect our commitment to maintaining high standards in environmental responsibility, service delivery, information security and quality assurance.

We acknowledge that you may not be certified to the same standards, however both of us will agree to:

- (1) act in a manner that is consistent with the principles of ISO 14001, minimise environmental impact where reasonably practicable, comply with applicable environmental laws and regulations and collaborate on opportunities for improved environmental performance in the delivery and receipt of services under the Service Agreement;
- (2) act in a manner that is consistent with the principles of ISO/IEC 20000, ensure the reliable and efficient delivery of services under the Service Agreement, maintain service continuity and recovery planning proportionate to the nature of the services and collaborate to identify and address any service performance issues to continually improve service delivery;
- (3) act in a manner consistent with the principles of ISO/EIC 270001 for information security management, implement reasonable and appropriate technical and organisational measures in relation to security, (without

prejudice to any more detailed provisions under clause 12 below) comply with applicable data protection and cybersecurity laws and standards and promptly cooperate in the event of a security incident or breach affecting the services or exchanged data under the Service Agreement; and

- (4) act in a manner consistent with the principles of ISO 9001 for quality management monitor and evaluate performance to ensure the quality of deliverables and outcomes, comply with relevant standards and contractual requirements and cooperate on identifying areas for continuous improvement for the duration of the Service Agreement.

Confidentiality

We will both keep details of our business confidential, with the following exceptions:

1. Either of us may refer to the existence of our commercial relationship with the other unless we have both previously agreed not to in writing.
2. This referral is limited to statements of the existence of this commercial relationship and may include the use of any generally available logos and trademarks (with acknowledgements) and links to Internet web sites.

Where appropriate, we may agree to the terms of an additional Non-Disclosure Agreement. These Terms and Conditions will take precedence over any additional agreement with regard to the specific prior terms in this section.

Intellectual Property

We retain all rights with regard to the ownership of copyrights, trademarks and all other intellectual property rights to the results of any work that is carried out for you unless otherwise previously agreed in writing.

For work that involves extending or enhancing existing intellectual property that we do not own, we will retain intellectual property rights to our extensions and enhancements.

Any work we carry out for you is on a non-exclusive basis unless otherwise previously agreed in writing. We may choose to re-use or publish anything we have developed for you, but we will not include any indicators that would link this re-used or published work with you, unless you give us written permission to do so.

You will retain all ownership rights (including intellectual property rights) in relation to your data that we process in the provision of the Services and we shall not acquire any right, title or interest in that data. You grant to us a non-exclusive, limited, non-transferable, revocable right and licence to use the data that you provide to us for the sole purpose of providing the Services in accordance with the Service Agreement. This licence shall terminate on the termination of the Service Agreement for any reason.

Supply of Standard Services

Quotes, Pricing & Orders

All quotes are valid for one month from the date of issue, or as indicated on the Quotation, whichever is the later.

All prices that we quote are in British pounds (£) and are exclusive of shipping & handling, bank charges or VAT. These will be invoiced at the prevailing rates on the date of invoicing.

Prices are reviewed annually in December. Services already provided to the company under a Service Agreement will not be affected by the price change during the Service Duration of that agreement.

Prices will be increased with the prior written agreement of both of us on the anniversary of the contract, the maximum possible increase being in line with the government's figure for annual RPI during the Service Duration, reported during the preceding October, or such other lower figure as the parties reasonably agree in writing.

Unless our services are materially changed, or the circumstances around the discount change, any existing discount applied to the current Service Agreement will be maintained.

Unless otherwise previously agreed, all orders must be in writing and accompanied by any additional instructions that you require us to follow. We cannot be responsible for ensuring that your own processes and procedures are adhered to unless you clearly state what those are at the time of each order.

Only after we have confirmed the acceptance of your order should you consider us to have agreed to any additional instructions you may have specified.

Consultancy Quotations

Consultancy services are provided on either a Fixed Price or Time & Materials basis. The basis upon which the quote has been issued will be indicated on the quote.

Fixed Price

The price stated within a Fixed Price quotation is dependent on the Statement of Work being agreed by both companies in advance of the quotation being produced. In the event that the Statement of Work should be changed, the quotation may be revisited and a new price issued.

The Statement of Work must be signed and returned to the Company along with a Purchase Order to book the consultancy. At this time, the start date and delivery date must be agreed. The client must provide one (1) weeks notice for any cancellation or change of date or they will be charged for the originally scheduled time and any applicable travel charge fees.

Fixed price consultancy is charged for in advance and is non-refundable in the event the consultancy does not go ahead. Time purchased will expire six months after the delivery date.

Time & Materials

Time & Materials work will be priced on a day rate for services, dependent on the skill set of the resource. An initial quotation will be provided with a guide for the anticipated number of days to complete the project based on the agreed Statement of Work. In the event that the Statement of Work should be changed, the quotation may be revisited and a new price issued.

The Statement of Work must be signed and returned to the Company along with a Purchase Order to book the consultancy. At this time, the start and end date must be agreed in order to reserve the appropriate RDB resource. The client must provide one (1) weeks notice for any cancellation or change of start date or they will be charged for a minimum of 1 day, plus any applicable travel fees.

Should the number of days required exceed the initial Purchase Order, commercial conversations will take place between us and you for approval to extend the Purchase Order. The minimum time that can be booked for Time and Materials work, is 60 minutes per day and time will be charged in 15 minute blocks. Timesheets can be provided by us if you request them in advance.

Time & Materials consultancy is charged monthly in arrears, with a minimum of 50% of the fee charged in advance for new clients.

Software & Licenses

It is your responsibility to ensure that licenses for software supplied are suitable to meet your requirements. We cannot be responsible for any license terms that you may find unacceptable. We confirm that we have all rights in relation to the Services that are necessary to grant all rights to you in accordance with the terms of this Service Agreement.

Provision of Services

We may provide standard services to you as detailed in our Price List. These will be supplied on an ongoing basis. In general, all standard services are supplied on an annual basis (the "term") and this term is automatically renewed. (See the "Cancellation" section, below for details of how to cease standard services).

We reserve the right to refuse to accept an order or to renew a standard service without reason.

We reserve the right to cease the provision of a standard service on giving you written notice if you materially fail to meet your obligations under these Terms and Conditions and (if such failure is remediable) you fail to remedy that failure within 30 calendar days of being notified in writing to do so.

Reasonable Use

If you take out the Custodian*²⁴ or Insight monitoring service, this is subject to a policy of reasonable use in relation to the SMS service that issues the alert notifications.

Any excess charges caused by you failing to acknowledge alerts during the non-RDB supported hours will be passed on to you with an administration fee of £100 per occasion.

In the event that the service is terminated by the SMS carrier, we will not be liable for missed alerts or system issues that are no longer notified.

Service Level Agreements and liability

We may publish from time to time a set of Service Level Agreements "SLA" for any services that we offer. An SLA will specify the details of functionality and standards of service that we will provide to you.

The liability of the parties shall be limited as follows:

- a) subject to c) and d) below, the total aggregate liability of each party in contract (including in respect of all indemnities except as set out in b) below), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Service Agreement (including the Service Agreement section, the SLA and these Terms and Conditions, but excluding the DPA), shall be limited to an amount equivalent to the total fees due to be paid by you to us, as set out in the Service Agreement. This limit cannot be reduced by your payment of any such fees to us.
- b) our liability for breach of our obligations under the Intellectual Property rights indemnity set out above shall be uncapped.
- c) our liability under or in connection with the DPA is set out in the DPA.
- d) nothing in this agreement excludes the liability of either party for death or personal injury caused by that party's negligence, or for fraud or fraudulent misrepresentation, or any other liability that cannot be limited or excluded by applicable law.

- e) While the XDR Managed Services are intended to reduce risk, it is impossible to completely eliminate risk, and therefore the Company makes no guarantee that intrusion, compromises, or any other unauthorized activity will not occur on the Client's network or IT environment. We shall have no liability arising out of or in connection with such intrusion, compromise, or any other unauthorized activity (which shall include without limitation a Security Incident).

We will not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses, loss or corruption of data or information, or pure economic loss, or for any direct, indirect or consequential loss that you may suffer as a result of a failure to deliver a service except as provided for in a published SLA or agreed to in writing by a director of RDB Concepts. In the event of no SLA being published for a specific service, our liability will be nil.

No service credits shall accrue in connection with our obligation to perform any RDB Managed Services or any RDB Cloud Services, nor shall we be liable for any loss that you may suffer, as a result of us performing any of the XDA Managed Services (which may include, without limitation, temporarily taking your systems offline.)

You may choose to use any revision of an SLA published within the period of service you have taken. Each order for a service, however placed, will be subject to the SLA published for that service on that date or later, and not the SLA published at the time of any earlier order by you for a similar service.

Alterations or Additions to Existing Services

At your request we will alter your existing service during its current term, at the rate published on our Price List on that date. A notice period of 30 days is required to make amendments to your service.

Deductions from Existing Services

At your request, we will reduce the number of elements being supported within the Service Agreement to a maximum of 20% reduction in service (unless otherwise agreed in writing at the commencement of the Service Duration). A notice period of 60 days is required to reduce the elements within a service.

Where we are providing a service that involves another party providing a substantial part of that service we reserve the right to pass on any cancellation costs we may incur as a result of you choosing to alter the terms of your service with us.

Alterations to RDB Cloud Services

At your request we will increase your existing RDB Cloud resources at any time during the Service Duration.

In the event you wish to decrease the resources used within RDB Cloud, a notice period of 30 days is required and the change will be applied quarterly.

Cancellation

Service Agreements are not cancellable during the Service Duration.

For standard services that automatically renew, cancellation of those services must be received in writing three months prior to the end of the current time period. Notices received after that time will incur a cancellation charge.

Supply of Development Services

Quotes & Pricing

Quotes are valid for one month from the date of issue. We will not undertake development work for a client that does not wish to include all elements of the development cycle.

The basis upon which the quote has been issued will be indicated on the quote. If there is no indication on the quote, it will be considered to be Consultancy Services.

All prices that we quote are in English pounds (£) and are exclusive of VAT, which will be invoiced at the prevailing rate on the date of invoicing.

Development work will be priced on a day rate based on the skill set of the resource. An initial quotation will be provided with a guide for the anticipated number of days to complete the project based on an agreed Statement of Work.

When booking development services, a start and end date should be agreed in order to reserve the appropriate RDB resource. The client must provide one (1) weeks notice for any cancellation or change of start date or they will be charged for a minimum of 1 day, plus any applicable travel fees. In the event that the project is not started within six (6) months of the original start date, the full fee will become due.

Should the number of days required exceed the initial Purchase Order, commercial conversations will take place between us and you for approval to extend the Purchase Order.

Development time is booked in blocks of 15 minutes. Timesheets can be provided by us if you requested.

Development work is charged monthly in arrears, or on the six-month anniversary of the original start date.

Scope and Specification of Work

Before we proceed with any work for you, it is necessary that we jointly agree on the general scope and boundaries of work that we will be expected to undertake for you.

Following an agreement regarding the overall scope of the work required, we will proceed to establish a specification and produce a proposal that details your existing situation and our suggested course of action.

We reserve the right to charge for the work involved in preparing this specification at our prevailing rate for Consultancy Services published on our Price List whether or not you choose to commission us to carry out the work we have proposed.

We cannot be responsible for mistakes that occur as a result of not being provided with complete and timely information from you. We expect that you will supply information regarding anything that may affect the work we are doing as soon as it is available to you.

Changes to the agreed scope will be require a new quotation to be issued and any work already carried out on the original design will be charged as per the original quotation, on a Time and Materials basis.

You are responsible for ensuring that the scope and specification meets their needs and any work carried out by us. Work will not be commenced until written approval has been received from you.

Once you have accepted the development work and have confirmed it meets the specification, no further changes or support will be provided unless a new quotation is issued or unless the application as a whole is covered by an RDB Concepts support agreement.

Ongoing Services

Where we have agreed to provide you with ongoing services, we may not issue a formal quote for each activity that you request us to perform. In this case you will be billed on a time and materials basis at a rate we have both previously agreed or otherwise at the prevailing rate according to our published Price List.

Non-Solicitation

In consideration for the provision of services you will not offer employment to, nor employ, any of our personnel that are providing services or consultancy to you for a period of 6 months following the end date of this agreement, unless we have given you written permission to do so. For such permission, we reserve the right to charge a fee amounting to 20% of the annual remuneration of the person.

Billing

Standard Services

Standard services will be invoiced as per the Service Agreement for that service.

Fixed price consultancy is charged for in advance and is non-refundable in the event the fixed price consultancy does not go ahead.

Time & Materials consultancy is charged monthly in arrears, or the full fee will be payable 6 months after the agreed start date if the work does not commence at the agreed time.

Development Services

Invoicing will be monthly in arrears, or the full fee will be payable 6 months after the agreed start date if the work does not commence at the agreed time.

Payment

Payment Methods

All payments must be made by direct deposits into our bank account (details are included on all invoices or on request)

Payment Terms

Unless agreed elsewhere in writing, payment for all invoices must be received within 30 calendar days from the date of invoice.

All invoices are raised in GBP (£) with the prevailing rate of VAT added on the date the invoice is raised.

Repeated failure to pay on time will result in withdrawal of services and/or termination of the agreement, at our sole discretion, and further action will be taken to recover any debts which have not been paid for in full.

Where no reasonable notice of dispute has been issued, we may charge interest on outstanding debts at a rate of 3% above the Bank of England base rate per annum, from the first day the payment is overdue.

In the event that your business enters into insolvency proceedings, any discounts that may have been applied to your agreement with us will cease and the full price of the service will be due from the date that insolvency proceedings have been commenced.

Data Protection

Both of us will comply with the data protection terms in the Annex to these Terms and Conditions.

Governing Law

These Terms and Conditions are subject to the laws of England and Wales and both parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

Annex – Data Protection

Customer Personal Data

1. Definitions

1.1. The following definitions apply in this Data Protection Schedule:

Customer Personal Data the personal data processed on by us on your behalf as detailed in the Service Agreement.

Data Protection Law all applicable data protection and privacy legislation including (i) the General Data Protection Regulation ((EU) 2016/679) (**GDPR**); (ii) the Data Protection Act 2018 (**DPA 2018**); (iii) the UK GDPR as defined in the DPA 2018 (**UK GDPR**); (iv) the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended and any amendments to these laws as updated from time to time; and the guidance and codes of practice issued by the Information Commissioner or other relevant data protection or supervisory authority.

Personal Data Breach a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data.

RDB Personal Data any personal data which we process in connection with this agreement in the capacity of a controller, including providing technical and operational support, monitoring and enforcing software usage restrictions, and general contract administration.

data controller, data processor, data subject, personal data, processing and appropriate technical and organisational measures and supervisory authority shall have the meanings given to them in the UK GDPR.

2. Data protection roles and relationship

2.1. The following terms of this Annex shall apply to this agreement and shall take precedence over any conflicting or inconsistent terms in the rest of the agreement.

2.2. Both of us will comply with all applicable requirements of Data Protection Law. This Annex is in addition to, and does not change either of our obligations or rights under Data Protection Law.

2.3. We shall act as an independent controller of the RDB Personal Data;

2.4. We shall process the Customer Personal Data as a processor on your behalf as the controller; and

2.5. The categories of Customer Personal Data, data subjects and expected processing operations under this agreement are listed in the Service Agreement.

3. Data processing obligations

3.1. You shall ensure that you have obtained all necessary consents from, and have provided all necessary notices to, all data subjects whose personal data we may process as Customer Personal Data and/or RDB Personal Data.

3.2. To the extent that we process Customer Personal Data on your behalf, we shall:

- 3.2.1 process the Customer Personal Data only on your documented instructions, which shall be to process the Customer Personal Data to the extent necessary for supplying the Services under this agreement as set out in the table at the start of this Annex, unless we are otherwise required by applicable laws under paragraph 3.3;
- 3.2.2 implement adequate 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, having regard to the state of technological development and the cost of implementing any measures;
- 3.2.3 ensure that any personnel engaged by us to process Customer Personal Data have committed themselves to obligations of confidentiality;
- 3.2.4 limit access to Customer Personal Data to those employees or other personnel who have a business need to have access to such Customer Personal Data;
- 3.2.5 assist you as reasonably possible (taking into account the nature of the processing and the information available to us), and at your cost and written request, in responding to any request from a data subject and in ensuring your compliance with your obligations under Data Protection Law;
- 3.2.6 notify you without undue delay on becoming aware of a Personal Data Breach involving the Customer Personal Data;
- 3.2.7 promptly, and in any event within 90 (ninety) days of the termination or expiry of this agreement, at your written direction either delete (so far as is technically possible) or return Customer Personal Data and any copies to you unless we are required by any applicable law to continue to process that Customer Personal Data. For the purposes of this paragraph 3.2.7 Customer Personal Data shall be considered deleted when it can no longer be used further by us;
- 3.2.8 maintain records to demonstrate our compliance with this paragraph 3.2 and allow for reasonable audits by you or your designated auditor, for this purpose, on reasonable written notice and at your expense. Audits under this paragraph 3.2.8 will be conducted not more frequently than once in a 12-month period and you shall reimburse us on demand for reasonable costs and expenses we incur in connection with any such audits;
- 3.2.9 notify you without undue delay if, in our reasonable opinion, an instruction pursuant to this Annex does not comply with Data Protection Law or this Annex. Subject to our compliance with our other obligations under this Annex, we shall not be liable to you in relation to any non-compliance with Data Protection Law or this Annex where we have notified you and you have not changed that instruction, to the extent that such liability relates to your instruction.
- 3.3. Where we are relying on applicable laws as the basis for processing Customer Personal Data under paragraph 3.2.1, we shall use reasonable efforts to notify you of this before performing the processing required by the applicable laws unless those applicable laws prohibit us from so notifying you.
- 3.4. Each of us shall maintain records which indicate how we process personal data under our responsibilities. These records will contain at least the minimum information required by Data Protection Law and shall make that information available to any supervisory authority on request.
- 3.5. You hereby provide your prior, general authorisation for us to:
- 3.6.1 appoint sub-processors to process the Customer Personal Data, provided that we shall:
- 3.6.1.1 ensure any sub-processors will comply with Data Protection Law and will comply with terms that are materially similar to those imposed on us in this paragraph 3;
- 3.6.1.2 remain responsible for the acts and omissions of any such sub-processor as if they were our acts and omissions; and

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- 3.6.1.3 give you at least thirty (30) days' notice of any intended changes concerning the addition or replacement of the sub-processors, giving you the opportunity to object to such changes. Where you object to the changes within the notice period, and cannot demonstrate, in our reasonable opinion, that the objection is due to an actual or likely breach of Data Protection Law, you shall indemnify us for any losses, damages, costs (including legal fees) and expenses we suffer in accommodating the objection;
- 3.6.2 transfer Customer Personal Data outside of the United Kingdom as required to provide the Services, provided that we shall ensure that all such transfers are made in accordance with Data Protection Law. For these purposes, you shall promptly comply with any reasonable request from us, including any request to enter into standard contractual clauses adopted by either the European Commission (where the EU GDPR applies to the transfer) or by the United Kingdom (where the UK GDPR applies to the transfer).
- 3.6. Either of us may, at any time on not less than 30 days' notice, revise this Annex by replacing it (in whole or in part) with any applicable standard contractual clauses approved by the European Commission or the United Kingdom or forming part of an applicable certification scheme or code of conduct (**Amended Terms**). These Amended Terms shall apply when replaced by attachment to this agreement, but only in respect of such matters which are within the scope of the Amended Terms.
- 3.7. Our liability under this Annex shall be limited to the amount set out in the Service Level Agreements and Liability clause.