

SECTION A: DEFINITIONS

"Account" means the account to access Nimbus.

"Customer" shall mean the contracting persons obtaining access to Nimbus in order to benefit from the Services.

"Data Protection Laws" shall mean the EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council ("**GDPR**") and/or other applicable data protection or national/federal or state/provincial/emirate privacy legislation in force, including where applicable, statutes, decisions, guidelines, guidance notes and codes of practice, codes of conduct and data protection certification mechanisms issued from time to time by courts, any supervisory authority and other applicable authorities. "**Personal Data**", "**Processing**", "**Personal Data Breach**", "**Data Subjects**", and "**Supervisory Authority**" shall each have their meaning as set out in Data Protection Laws;

"Device or Devices" shall mean the equipment supplied by NDS and used by the Customer;

"Device Fees" shall mean the fees payable for the Product as stated in the Order Form upon delivery or within an agreed period of time.

"Effective Date" shall mean the date NDS unconditionally accepts the Customer's Order Form or purchase made through the Nimbus on-line purchasing system.

"End User" shall mean persons or entities provided authority by the Customer to access Nimbus in order to benefit from the Services.

"Fees" shall mean all applicable Device Fees and Service Fees.

"Force Majeure Event" means any event which is beyond the reasonable control of NDS including any of the following circumstances (i) acts of God, flood, drought, earthquake or other natural disaster (ii) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict (iii) nuclear, chemical or biological contamination or sonic boom (iv) fire or explosion (v) delays or supply failures by suppliers or materials shortages (vi) difficulty or increased costs in obtaining workers, goods or transport or other circumstances affecting the supply of goods or services (vii) compliance with a Law (viii) any action taken by a government or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition, or the failure to grant any necessary licence or consent (ix) accident, lack of power, or breakdown of plant or machinery and (x) strike, lock out, work stoppages, slow downs or any other industrial or labour dispute (excluding, in all cases, by the employees of NDS);

"Intellectual Property Rights" means patents, trademarks, internet domain names, service marks, registered designs, applications for registration of any of the foregoing, copyright, design rights, trade and business names, trade secrets and knowhow and any other similar protected rights whether registered or unregistered in any country subsisting now or in the future.

"Order Form" shall mean the order form where purchases are made through the Nimbus on-line purchasing system

"Network" shall mean those integrated mobile switching facilities, data routers, servers, cell sites, internet and any other related facilities or equipment used to provide Services.

"Product or Products" shall have the same meaning as Device as detailed within the Order Form.

"Services" shall mean the services offered by NDS as described in the Order Form.

"Service Fees" shall mean the annual fees payable for Services. Service Fees shall be payable in advance of the Service.

"Term" shall mean the duration of the Services as set out in the Order Form.

"User" shall mean both an End User and a Customer.

SECTION B: TERMS OF WEBSITE USE

This website ("**Website**") is operated by Nimbus Digital Solutions Limited ("**NDS**"). NDS is a private limited company registered in England and Wales under company number 06567207 and have a registered office at Chelsea House, Chelsea Street, New Basford, Nottingham, United Kingdom, NG7 7HP.

By using the Website, the Customer confirms that they accept these terms and conditions ("**Terms**") and that they agree to abide by them. If the Customer does not agree to these Terms, please refrain from using the Website. Please check this page from time to time to take notice of any changes NDS makes to the Terms.

If the Customer has any questions, please contact support@nimbusdigital.com.

1. ACCESSING THE WEBSITE

1.1 Access to the Website is on a temporary basis, and NDS may amend the information or withdraw or suspend the Website and/or the services on the Website without notice.

1.2 The Customer is responsible for arranging their own access to the Website and for ensuring that anyone that accesses the Website through the Customer's internet connection is aware of and complies with these terms.

1.3 The Customer may print copies and download extracts of any pages from the Website for personal reference only. The Customer must not

1.3.1 modify the hard or soft copies of any materials they have; or

1.3.2 use any illustrations, photographs, video or audio sequences or any graphics from the Website without the accompanying text and reference to NDS as the source.

1.4 NDS may process any information they collect from the Customer in accordance with NDS' [privacy policy](#) and [cookies policy](#). By using the Website, the Customer consents to such processing and confirm that all data provided by the Customer is accurate.

1.5 The Customer must not attempt to gain unauthorised access to the server on which the Website is stored or any server, computer or database connected to the Website.

2. ACCOUNT OPENING AND MANAGEMENT

2.1 To create an Account the Customer must submit the relevant information as requested on the Website for NDS' review and approval. Once approved the Customer will receive a confirmation and details on how to access their Account.

2.2 The Customer agrees to provide accurate contact information to NDS when the Customer seeks to create an Account. If the contact information or other information related to the Customer's account changes, the Customer agrees to notify NDS promptly and provide current information.

- 2.3 The Customer is solely responsible for protecting their Account password and other access information. Specifically, the Customer agrees to choose a strong and secure password and keep the password secure and confidential. The Customer further understands and agrees to not share their Account with, or transfer it to, any other person.
- 2.4 The Customer may designate/invite individuals as End Users and may give those End Users access to their Account and/or the right to receive the service.
- 2.5 Each End User must create a separate Account of their own, provide certain information about themselves and agree to these Terms.

3. PROHIBITED USES

- 3.1 The Customer may use the Website only for lawful purposes and not in any way that breaches any applicable law or regulation. In addition, the Customer may not use the Website:
- 3.1.1 for harming or attempting to harm any individual;
 - 3.1.2 to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); and
 - 3.1.3 to create liability for or cause damage to NDS in any way.
- 3.2 The Customer will not reproduce, duplicate, copy or resell the Website (or part of it) in breach of any of the provisions in these Terms and will not access, interfere with, damage or disrupt any part of the Website or any equipment or network on which the Website is stored or any software used in the provision of the Website.

4. VIRUSES AND OTHER OFFENCES

- 4.1 The Customer must not misuse the Website by knowingly introducing viruses or other material which is malicious, harmful or which disrupt the current operation of the Website. The Customer must not attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- 4.2 If the Customer breaches this provision, the Customer would commit a criminal offence under the UK Computer Misuse Act 1990.

5. NDS' LIABILITY

- 5.1 The materials posted on the Website are not intended to amount to advice on which the Customer should rely. NDS therefore disclaims all liability and responsibility arising from any reliance placed by anyone on such materials.
- 5.2 The material displayed on the Website is provided without any guarantees, conditions or warranties as to its accuracy, availability or completeness. To the extent permitted by law, NDS hereby expressly excludes:
- 5.2.1 all conditions, warranties and other terms which might otherwise be implied by law;

5.2.2 any liability whatsoever incurred by any user in connection with the Website or in connection with the use, inability to use, or results of the use of the Website or any other website linked to it and any materials posted on it, including, without limitation any liability for:

5.2.2.1 any indirect or consequential loss or damage; and

5.2.2.2 loss of data, anticipated savings, profits, contracts, business (or business opportunity), income, revenue, goodwill, reputation, or wasted management time.

5.3 Nothing in these Terms excludes or limits NDS' liability for death or personal injury arising from NDS' negligence, fraudulent misrepresentation, or any other liability which cannot be excluded or limited under applicable law.

5.4 NDS will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other harmful material due to the Customer's use of the Website or to the Customer's downloading of any material posted on it, or on any website linked to it.

6. SUSPENSION AND TERMINATION

6.1 NDS will determine, in its discretion, whether there has been a breach of these Terms by the Customer and, in such cases, may take such action as they deem appropriate, including without limitation:

6.1.1 withdrawal of the Customer's right to use the Website;

6.1.2 removal of any material uploaded by the Customer to the Website;

6.1.3 legal proceedings or legal action against the Customer; and/or

6.1.4 disclosure of such information to law enforcement authorities as NDS reasonably feels is necessary.

6.2 NDS excludes liability for actions taken in response to breaches of these Terms.

7. JURISDICTION AND APPLICABLE LAW

7.1 These Terms and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.

7.2 Any dispute or claim arising out of or in connection with (i) a visit to the Website or (ii) these Terms, or its subject matter or formation (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of England, and the parties hereby irrevocably submit to the exclusive jurisdiction of the courts of England for these purposes

8. INTELLECTUAL PROPERTY RIGHTS

8.1 NDS is the owner or the licensee of all Intellectual Property rights in the Website and in the material published therein. Those works are protected by copyright laws, and treaties around the world. All such rights are reserved.

8.2 Where the Website contains links to other websites and resources provided by third parties, these links are provided for the Customer's information only. NDS has no control over the contents of those websites or resources, and accepts no responsibility for them or for any loss or damage that may arise from The Customer's use of them. NDS does not endorse or make any warranties or representations about the other websites, or any information, software or other products or materials found there, or any results that may be obtained from using them.

SECTION C: CUSTOMER AGREEMENT

Subject to the Terms and in consideration of the Service Fee and, where applicable, any Device Fee, NDS shall provide the Customer with the following to enable the Customer and any End User to receive the Service:

- a firmware enabled Device; and
- an Account.

The Service shall be provided from the date agreed in the Order Form.

9. TERM

9.1 This Agreement shall commence on the Effective Date and shall (unless terminated in accordance with clause 19) remain in full force and effect for the Term, unless renewed by the Customer. Where the Customer has opted into auto-renewal of the Services, the Term shall continue until the Customer notifies NDS of its intention to terminate the Services at the end of the current Term. NDS has the right to terminate this Customer Agreement for convenience by giving the Customer not less than 2 months' written notice.

10. FEES AND PAYMENT

10.1 The Customer shall pay the Device and Services Fees in accordance with the Order Form. Payment terms for Devices and the Services are both as set out in the Order Form.

10.2 If NDS does not receive payment in accordance with the provisions of clause 10.1 or such alternative method as the parties may agree in writing from time to time, NDS may, without prejudice to any other rights and remedies at its option:

- 10.2.1 charge the Customer interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998; and/or
- 10.2.2 suspend provision of the Services.

10.3 Unless otherwise stated in the Order Form, the Service Fee shall grant the User the right to receive the Service for 12 months from the Effective Date

10.4 NDS reserves the right to make annual increases to the Device and Service Fees.

11. SCOPE OF SERVICES

11.1 By using the Services supplied by NDS, the Customer and End Users are able to log-in to the Website and access, review and monitor building and asset management data and systems and further services as may be detailed in the Order Form. Review and monitor CCTV systems, fire systems, alarms, access controls, lighting systems, building management systems; and enable Customers and End Users to manage compliance.

12. PROVISION OF SERVICES

- 12.1 NDS reserves the right to alter or modify their Services from time to time provided such alteration or modification does not materially affect the functionality or performance of the Services.
- 12.2 NDS may, during the Term, give the Customer on-line access to information which it holds in connection with the Services via an extranet / Internet facility. However, NDS reserves the right to alter the information made available or to suspend or withdraw such access at any time without notice and without any liability on its part. As a condition of receiving such access the Customer may be required to agree additional terms of access.
- 12.3 Provided the Customer pays the Fees by the due date, NDS agrees to use reasonable endeavours to provide the Services by the date agreed with the Customer. All dates and times are estimates and NDS has no liability for any failure to meet any date or timing.
- 12.4 NDS will provide the Services with the reasonable skill and care of a competent service provider.
- 12.5 The Customer acknowledges and agrees it is technically impracticable to provide completely fault free Products and Services and NDS does not undertake to do so.

13. PROVISION OF DEVICES

- 13.1 Upon receipt of payment and receipt of the Customer's purchase order or placement of on-line purchase order NDS will despatch the Devices within a reasonable period of time unless agreed otherwise in writing. Customers who order more than 10 Devices collectively should check availability with NDS to ensure delivery can be completed within a reasonable period.
- 13.2 Unless agreed in writing to the contrary, delivery of the Devices shall take place to the Customer's nominated delivery address as recorded by the Customer in the Nimbus database.
- 13.3 The Customer is responsible for the Devices and for their proper use. If any Device is lost, misused, destroyed or damaged whilst under the control of the Customer, or another End User, the Customer shall pay NDS' charges for its replacement or repair and reconnection. The Customer must not interfere with the Devices or permit anybody other than NDS or a third party authorised by NDS to do so.
- 13.4 Risk of the Devices shall pass on delivery. Title shall pass on the later of (i) payment of the Device Fees and (ii) delivery.
- 13.5 Notification of non-delivery of any Device must be made in writing to NDS within 7 days from the date that NDS advised the Customer that the Devices are to be delivered. If the Customer fails to notify NDS of non-delivery within this period, the Customer shall be deemed to have received all of the Devices.

14. USE OF THE SERVICES

- 14.1 The Customer shall provide NDS with such information, services, support and other assistance, including details regarding End Users, as may be reasonably required by NDS in its provision of the Services. The Customer shall promptly provide NDS with any changes to these details.
- 14.2 The Customer shall ensure that each of their representatives or operatives shall:
- 14.2.1 generally observe and comply with all the reasonable directions of the Services;

14.2.2 not cause any nuisance, annoyance or inconvenience to any third party by any use or misuse of the Services;

14.2.3 not act in any way whether knowingly or otherwise which will impair the operation of all or part of the Services;

14.2.4 not be involved in or knowingly, recklessly or negligently permit or allow any other party to be involved in any fraudulent or other unauthorised use or attempted use of the Services by corrupt or dishonest or illegal means at any time and shall notify NDS immediately upon becoming aware of or suspecting such activity.

14.3 The Customer shall ensure that, prior to receipt of Products and the Services, each of their representatives or operatives has properly completed the required training to operate, install and commission the Products or the Services.

14.4 The Customer shall not, under any circumstance, resell the Device and/or the Service or any part of the Service, except where the Customer has entered into an appropriate agreement with NDS to authorise any reselling.

14.5 The Customer shall use the Service and the Device in accordance with applicable laws and in accordance with NDS' documentation, materials and instructions provided from time to time.

14.6 The Customer shall not, and shall not attempt to, decompile, modify or reverse engineer the Device or any part of the Service or the Nimbus Platform.

14.7 The Customer shall indemnify NDS and keep them indemnified and hold them harmless against any and all damages, losses and costs and expenses that may be incurred by NDS in respect of failure by the Customer, its representatives or operatives to comply with its obligations as contained herein by reason of negligence or otherwise.

15. SERVICE AVAILABILITY

15.1 During the Term, NDS shall use reasonable endeavours to ensure that:

15.1.1 the Services are accessible by the User via the Network on a 24 hour, 7 day a week basis; and

15.1.2 the User has access to and use of the Services, subject to routine and emergency maintenance, repairs, configurations or upgrades of the Services.

15.2 NDS shall have no liability for errors in the functioning of the Services which are attributable to any of the following: operator error; provision of incorrect information by the Customer or its representatives; power failures; malicious interference; any downtime; outages from any subcontractor; the Network or the lack of coverage of the mobile telecommunications network and availability of the Internet.

16. SUPPORT AND MAINTENANCE

16.1 Where a User has a query, the User shall raise a ticket with NDS via their Account (a "Ticket"). NDS shall acknowledge receipt of such Ticket and respond to the User as soon as reasonably practicable.

16.2 Where NDS is unable to provide a response to the User under clause 16.1, NDS shall escalate the query and contact the User.

16.3 The problem resolution service in clauses 16.1 and 16.2 shall not include the provision of services for problems attributable to any of the circumstances listed in clauses 15.2 or 23.

Should NDS agree to provide any support that falls within such exclusion, NDS shall be entitled to make an additional charge in accordance with its standard scale of charges from time to time in force.

16.4 NDS shall be entitled to suspend access to the Services:

16.4.1 on reasonable notice to the Customer for such period as may be reasonably required for maintenance, repairs or improvements; and

16.4.2 without prior notice to the Customer for exceptional operational reasons;

16.4.3 if the Service fails or is unavailable for any reason;

16.4.4 to comply with the requirements of NDS' Service Providers or any regulator;

16.4.5 because of an emergency, for reasons of security, or upon instruction by emergency services, any government or appropriate authority;

16.4.6 for late payment;

17. TRAINING

17.1 NDS shall make available online training for the Users as part of the Fees. Access to such training shall be through the Account.

17.2 Where a User requests further training, the parties shall agree the scope and cost for NDS to provide the requested training. Such costs shall include reasonable expenses including travel and accommodation incurred by NDS.

18. DEFINED SECURITY UPDATE AND SUPPORT PERIOD

18.1 Each device, from point of sale to customers, will receive software and security updates for a minimum of 5 years.

18.2 Nimbus Digital Solutions Ltd will endeavour to provide regular software updates every month for performance improvements and bug fixes

18.2.1 Major upgrades may be provided periodically to add new features and enhance functionality.

18.2.2 Updates will be delivered over-the-air and automatically.

18.2.3 Customers will be informed of update maintenance windows at least 24 hrs in advance.

18.3 The device will receive security updates as necessary to address identified vulnerabilities.

18.3.1 Users will be notified about security updates via email at least 24hrs in advance.

18.3.2 Security Updates may be incorporated as part of Software Updates.

18.4 After 5 years, we reserve the right to end updates and/or support.

18.4.1 Users are advised to action and upgrade our next generation product to ensure security protections are maintained.

18.5 We reserve the right to revise this statement. Changes will be communicated via email as per the contact details provided by the Customer.

18.6 As applicable, users are responsible for applying updates promptly to maintain the security of the device.

19. WARRANTIES

18.1 NDS warrants that upon delivery and for a period of 12 months, the Product will be free from defects in materials and workmanship; NDS shall use reasonable skill and care in the provision of the Services.

18.2 NDS shall not be liable for a breach of the warranty in clause 18.1 unless:

18.2.1 The Customer gives NDS written notice of the defect within 14 days of the time when they discover or ought to have discovered the defect; and

18.2.2 NDS is given a reasonable opportunity after receiving the notice of examining such Product and the Customer (if asked to do so by NDS) return such Product to NDS,.

18.3 If any Product does not comply with the warranty set out in clause 18.1, then, subject to clauses 18.2 and 18.4, NDS shall at its cost, expense and discretion use all reasonable endeavours to either repair or replace the defective Product within 10 working days of receipt of the defective Product.

18.4 NDS shall not be liable for a breach of the warranty in clause 18.1:

18.4.1 to the extent that it is attributable to further use of such equipment after giving notice; or

18.4.2 if the defect arises because the Customer or their representative or operative failed to follow NDS' oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Product;

18.4.3 that is attributable to fair wear and tear, abuse, improper use or use in an environment or for a purpose for which the Product was not designed or intended by NDS; or

18.4.4 if the Customer, their representative or operatives alters, modifies or repairs such Product or any part thereof without the written consent of NDS.

18.5 If NDS complies with clause 18.3, it shall have no further liability for a breach of the warranty in clause 18.1 in respect of such Product.

- 18.6 Any repaired or replacement Product will be guaranteed on these terms for the unexpired portion of the warranty period as set out at clause 18.1 above.
- 18.7 If NDS receives written notice from the Customer of any breach of the warranties at clause 18.1, then NDS' sole liability shall be, at its sole discretion, to:
- 18.7.1 remedy the breach within a reasonable time and without charge to the Customer;
or
 - 18.7.2 credit to the Customer such proportion of the Product or Service Fee as shall correspond to the period during which the specific breach took place as notified by the Customer.
- 18.8 No warranty is made regarding the results of usage of the Services or that the Services will meet the Customer's requirements or that the Services will operate uninterrupted or error free.
- 18.9 NDS warrants for a period of ninety (90) days following delivery of the Services that the Services will perform substantially in accordance with the documentation.
- 18.10 The Customer must satisfy themselves as to the suitability of the Services for their needs. NDS does not warrant for fitness for any particular purpose.
- 18.11 No oral or written information or advice given by NDS shall create a warranty, or in any way increase the scope of this warranty and the Customer may not rely on any such information or advice.
- 18.12 Except as expressly stated in this Customer Agreement all other warranties, express or implied as to the quality, condition, performance of the Product and Services and any other terms and conditions are excluded to the fullest extent permitted by law.

20. TERMINATION

- 19.1 This Customer Agreement shall terminate automatically if the Customer fails to make any payment by the due date.
- 19.2 NDS may terminate this Customer Agreement:
- 19.2.1 if the Customer commits any material breach of any term of this Customer Agreement (other than one falling within clause 19.1 and which (in the case of a breach capable of being remedied)) has not been remedied within 7 days of a written request to remedy the same; or
 - 19.2.2 if the Customer ceases to trade or if an order is made or a resolution is passed for the Customer's winding-up or an order is made for the appointment of an administrator to manage the Customer's affairs, business and property or such an administrator is appointed, or a receiver and/or manager or administrative receiver is appointed in respect of all or any of the Customer's assets or

undertaking or the Customer takes or suffers any similar or analogous action in consequence of debt in any jurisdiction.

19.3 On termination of this Customer Agreement:

19.3.1 any Fees that would have been payable to NDS under this Agreement but for such termination shall immediately become payable together with an administration charge equivalent to one month's Fees;

19.3.2 any outstanding Fees shall immediately become payable;

19.4 Any termination of this Agreement shall be without prejudice to any other rights or remedies NDS may be entitled to under this Agreement or at law.

21. DATA PROTECTION

20.1 NDS shall use Customer and End User personal data as detailed in NDS' privacy policy which is available [here](#).

20.2 In the event that the Service or obligations under this contract requires NDS to Process Personal Data on behalf of the Customer and/or their End User, the User authorises NDS to Process the Personal Data during the term of the Customer Agreement as a Processor for the purpose set out in the Order Form.

20.3 The User warrants to NDS that:

20.3.1 it has all necessary rights to authorise NDS to Process Personal Data in accordance with the Customer Agreement and the Data Protection Laws; and

20.3.2 its instructions to NDS relating to Processing of Personal Data will not put NDS in breach of Data Protection Laws.

20.4 If NDS considers that any instructions from the User relating to Processing of Personal Data may put NDS in breach of Data Protection Laws, NDS will be entitled not to carry out that Processing and will not be in breach of the Customer Agreement or otherwise liable to the User as a result of its failure to carry out that Processing.

20.5 Each party will comply with the Data Protection Laws in respect of Personal Data.

20.6 The User authorises NDS to engage any person as a Sub-Processor for the Processing of Personal Data. NDS shall notify the User of any intended changes concerning the addition or replacement of Sub-Processors.

20.7 Where NDS appoints a Sub-Processor, NDS will put a written contract in place between NDS and the Sub-Processor that imposes on the Sub-Processor substantially similar terms to those imposed on NDS in this Data Processing Agreement. NDS shall remain liable to the User for performance of the Sub-Processor's obligations.

20.8 NDS may transfer personal data outside the European Economic Area and will put in place adequate protections prior to making any such transfer.

20.9 NDS will:

20.9.1 Process the Personal Data only on documented instructions from the User (unless NDS or the relevant Sub-Processor is required to Process Personal Data to comply with Applicable Laws, in which case NDS will notify the User of such legal requirement prior to such Processing unless such Applicable Laws prohibit notice to the User on public interest grounds). For the purpose of this clause 20.9.1, the obligations on NDS to provide the Services are documented instructions;

20.9.2 without prejudice to clauses 20.3.2 and 20.5, immediately inform the User if, in its reasonable opinion, any instruction received from the User infringes any Data Protection Laws;

20.9.3 ensure that any employee authorised to Process Personal Data:

20.9.3.1 is subject to confidentiality obligations or is under an appropriate statutory obligation of confidentiality; and

20.9.3.2 complies with clause 20.9.1; and

20.9.4 at the option of the User, delete or return to the User all Personal Data after the end of the provision of the Services relating to Processing, and delete any remaining copies. NDS will be entitled to retain any Personal Data which it has to keep to comply with any Applicable Law or which it is required to retain for insurance, accounting, taxation or record keeping purposes. This clause 20.9.4 will continue to apply to retained Personal Data.

20.10 NDS will:

20.10.1 implement appropriate technical and organisational measures as required pursuant to Article 32 of the General Data Protection Regulation;

20.10.2 notify the User without undue delay after becoming aware of a personal data breach;

20.10.3 provide reasonable assistance to the User (at the User's cost) in:

20.10.3.1 complying with its obligations under the Data Protection Laws relating to the security of Processing Personal Data;

20.10.3.2 responding to requests for exercising Data Subjects' rights under the Data Protection Laws, including by appropriate technical and organisational measures, insofar as this is possible;

20.10.3.3 relation to any Personal Data Breaches; and

20.10.3.4 conducting privacy impact assessments of any Processing operations and consulting with Supervisory Authorities, Data Subjects and their representatives accordingly.

20.10.4 make available to the User all information necessary to demonstrate compliance with the obligations set out in this clause 20.10.

20.11 Notwithstanding the provisions of clause 20.9 above, NDS may anonymise any Personal Data under this Customer Agreement and retain and freely use such anonymised data.

22. CONFIDENTIALITY

21.1 Each party shall keep confidential all information, know how or materials relating to the other party's business activities and shall not use the same for purposes other than in relation to the performance of the party's respective obligations contained herein. Neither party shall disclose any such confidential information to any person without prior written consent of the other. These obligations shall survive termination of this Agreement. Nothing in this clause shall apply to any information:

21.1.1 which is (or which becomes) available to the public other than by breach of these Terms and Conditions or of any other duty;

21.1.2 which the party receiving the information already possesses or which it obtains or originates independently in circumstances in which that party is free to disclose it;

21.1.3 which is required to be disclosed by law, by any governmental or other regulatory authority or by court or other authority of competent jurisdiction.

23. NDS' LIABILITY FOR THE SERVICE

22.1 Nothing in this Agreement excludes or limits our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation.

22.2 Subject to clause 22.1, we shall not be liable to you for: a) any indirect, consequential, special or punitive loss, damage, costs and expenses; b) loss of profit; loss of revenue; loss of anticipated savings; loss of business; loss of reputation; depletion of goodwill; or c) loss, damage, injury or death resulting from the misuse of the Service.

22.3 Subject to clauses 22.1 and 22.2, our total liability to you under or in connection with this Agreement shall not exceed the Fees payable by you under this Customer Agreement.

24. FORCE MAJEURE

23.1 NDS shall not be liable to the Customer or End Users for delay or non-performance of any of its obligations under this Customer Agreement to the extent that this is due to a Force Majeure Event. NDS shall restore provision of the Service as soon as practicable after the end of a Force Majeure Event.

25. ASSIGNMENT AND SUBCONTRACTING

24.1 The Customer or End Users may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any manner with any or all of their rights and obligations under this Agreement without the prior written consent of NDS (in its sole discretion).

26. ANTI-SLAVERY AND CORRUPTION

25.1 Both parties will comply with all applicable laws, including anti-slavery laws and laws relating to anti-bribery and corruption including (i) the UK Bribery Act 2010 (ii) the US Foreign Corrupt Practices Act 1977 and (iii) the UN Convention Against Corruption.

27. ANNOUNCEMENTS

26.1 A User shall not make or permit any person to make any public agreement concerning this Customer Agreement without the prior written consent of the NDS except as required by applicable law or a court of competent authority.

28. GENERAL

27.1 Any delay or failure by a party in exercising, or any waiver by a party of, its rights or remedy under or in connection with this Customer Agreement will not limit or restrict the future exercise of enforceability of those rights.

27.2 Nothing in this Customer Agreement is intended or shall be construed as creating a partnership, joint venture, the relationship of principal and agent, or any other legal relationship between the parties that would impose liability upon one party for the act or failure to act of the other. Neither party has authority or power to make representations on behalf of or bind the other in any way

27.3 A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 ("CRTPA") to enforce any term of this Agreement

27.4 If any clause of this Customer Agreement is, or becomes illegal, invalid or unenforceable in any respect, (i) it shall not affect or impair the legality, validity or enforceability of any other clause of this Agreement; and (ii) that clause (or part clause), will be deemed deleted.

27.5 This Customer Agreement together with any applicable Order Form shall constitute the entire agreement and understanding between the parties in respect of its subject matter and supersedes any previous agreement, warranty, statement, representation, understanding, or undertaking (in each case whether written or oral) given or made by, or on behalf of, the parties and relating to its subject matter notwithstanding the terms of any such former agreement or arrangement expressed to survive termination.

27.6 This Customer Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.

27.7 Any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of England, and the parties hereby irrevocably submit to the exclusive jurisdiction of the courts of England for these purposes.