Clear View - Terms and Conditions

These terms and conditions (as amended under clause 23.4) ("**Conditions**") govern the provision of the supply of hardware and the provision of cloud services by CLEAR VIEW IMAGING LIMITED (with registered number 06536557 and with registered address Unit 11 Christmas Hill Business Park, Rycote Lane, Thame, OX9 2FZ, England) ("**Clear View**") to the person/firm who receives the same (as detailed in an order form) ("**Customer**"). These Conditions apply to the exclusion of any other terms that the Customer seeks to impose, or which are implied by trade, custom, practice or course of dealing.

Note particularly clause 13 (Limitation of Liability)

1. BASIS OF CONTRACT

1.1. Each Order Form provided to the Customer constitutes an invitation to treat by Clear View.

1.2. The Customer's acceptance of the Order Form constitutes an offer by the Customer to (subject to the terms of such Order Form) purchase the Hardware; purchase the Clear View Services; and/or appoint Clear View as reseller in relation to Third-Party Software.

1.3. Following the Customer's acceptance of the Order Form, Clear View may, at its option, submit an order acknowledgement to the Customer, which shall form a contract subject to the terms of the applicable Order Form and these Conditions ("**Contract**"), and the Contract shall come into existence immediately upon sending of the order acknowledgement ("**Start Date**").

1.4. Where purchases are made on a Pay as You Go basis, each purchase shall form a separate Contract.

1.5. Should the Customer's acceptance of the Order Form (or any other correspondence from the Customer) contain terms that contradict in any way the Order Form or any of these Conditions or attempt to impose additional terms ("**Contradictory Terms**"), such Contradictory Terms shall not be incorporated unless and to the extent that a revised Order Form is issued by Clear View incorporating any of the Contradictory Terms.

1.6. In the event of any conflict or inconsistency between the documents forming the Contract, the following order of precedence shall apply (with the document listed first taking priority): (i) the Order Form and any Statement of Work or Specification referenced in the Order Form; (ii) these Conditions; and (iii) the Policies.

1.7. Each party warrants that: (i) it has full capacity to enter into and perform its obligations under the Contract; and (ii) the Contract is executed by a duly authorised representative of that party.

1.8. In consideration for the payment of the Charges, Clear View will (as appropriate and in accordance with the Contract) from the applicable Effective Date supply the Hardware; provide the Clear View Services; and/or act as reseller in relation to Third-Party Software.

2. CLEAR VIEW SERVICES

2.1. The terms of this clause 2 apply with respect to any Clear View Services supplied pursuant to the Contract.

2.2. Clear View shall provide the applicable Clear View Services on a subscription or Pay as You Go basis.

2.3. During the applicable Term, in consideration for the payment of all applicable Charges, Clear View shall provide or procure the provision of the applicable Clear View Services to the Customer.

2.4. Clear View will provide the Clear View Services in accordance with the applicable Specification in all material respects.

2.5. Where Clear View is present at any Customer Site(s), Clear View shall use reasonable endeavours to observe all reasonable health and safety and security requirements that apply at such site(s) and that have been communicated to it in advance of the provision of the Clear View Services, provided that it shall not be liable under the Contract if observance of the same hinders or restricts Clear View's performance of its obligations under the Contract.

2.6. Clear View will use reasonable endeavours to meet any performance metrics specified in the Order Form (if any). Any remedies for failure to meet such metrics shall be limited to those set out in the Order Form.

2.7. In respect of the Clear View Services, Clear View shall use reasonable endeavours to meet any performance dates specified in the Order Form/applicable Specification, but any such dates are estimates only and time is not of the essence for the performance of the Clear View Services.

2.8. If performance of the Clear View Services is delayed: (i) at the request of the Customer; and/or (ii) because of any acts or omissions of the Customer, the parties may agree revised dates for performance and, at its discretion, Clear View may apply a reasonable increase to the Charges as a result of such delay.

2.9. Clear View shall have the right to make any changes to the Clear View Services which: (i) improve the nature or quality of the Clear View Services; (ii) are necessary to comply with Applicable Law; (iii) result from a Sourcing Issue; or (iv) do not materially negatively affect the nature or quality of the Clear View Services, and Clear View shall notify the Customer in any such event. Such notification shall include any variations to the Charges which Clear View reasonably considers to be necessary in light thereof pursuant to (ii) or (iii) above.

2.10. Clear View shall use its reasonable endeavours to comply with any Service Levels applicable to the Clear View Services from the Service Level Start Date.

2.11. Deliverables

2.11.1. The Deliverables shall comply in all material respects with the Specification (where applicable), provided that Clear View's responsibilities regarding any Third-Party Software which constitute Deliverables are limited to its obligations under clause 7.

2.11.2. Clear View shall subject the Deliverables to the Applicable Tests (if any).

2.11.3. The Customer shall be deemed to have accepted any Deliverable if either: (i) Clear View determines the Deliverables to have met the Applicable Tests (if any); (ii) the Customer fails to provide the data or results necessary for the Applicable Tests (if any) to be undertaken within the time limits specified in the Order Form (in respect of which, time shall be of the essence); or (iii) the Customer commences operational use of the Deliverable.

2.12. Output: The Customer assumes sole responsibility for any results obtained from the use of the Clear View Services and/or the Deliverables (including any), and for conclusions drawn from such use and/or such results.

2.13. Where there is a Default on the part of the Customer, Clear View (without limiting its other rights or remedies) may suspend performance of any or all of its obligations under all Related Contracts (and is relieved from its performance obligations under all Related Contracts) until the Customer remedies the same. The Customer shall be liable for any costs incurred by Clear View from such suspension.

2.14. Clear View may at any time, and at its sole option, replace any individual identified in the Order Form or otherwise allocated to the performance of the Clear View Services with another qualified individual.

3. CLEAR VIEW CLOUD SERVICES

3.1. The terms of this clause 3 apply where the Customer is granted access to and use of a Cloud Service from Clear View.

3.2. In consideration for the payment of all applicable Charges, Clear View hereby grants to the Customer a non-exclusive, non-transferable (save in accordance with clause 18), non-sublicensable, revocable licence during the applicable Term set out on the Order Form to use Clear View Software to the extent necessary to receive the applicable Clear View Cloud Services, subject to the terms and conditions of the Contract.

3.3. Use of (and access to) the Clear View Cloud Services shall be restricted to: the licence type restrictions set out in the Specification for the same; the use restrictions set out in the Specification for the same; use in object code form; use for the purpose described in the Specification; use for the normal business purposes of the Customer and the Authorised Users; and use by Authorised Users.

3.4. The Customer shall: (i) ensure that the number of persons using Clear View Cloud Services does not exceed the number specified in the Order Form and use reasonable endeavours to prevent any unauthorised use; (ii) notify Clear View as soon as it becomes aware of any unauthorised use of Clear View Cloud Services by any person; (iii) pay, for broadening the scope of the licences granted under this licence to cover the unauthorised use, an amount equal to the fees which Clear View would have levied (in accordance with its normal commercial terms then current) had it licensed any such unauthorised use on the date when such use commenced together with interest at the rate provided for under these Conditions, from such date to the date of payment.

3.5. In the event of a failure to comply with its obligations relating to the Clear View Cloud Services, Clear View will use all reasonable commercial endeavours to correct the same promptly or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of this clause. The obligations in this clause shall not apply to the extent any failure is caused by a Force Majeure Event or a Default on the part of the Customer.

3.6. Clear View does not warrant that:

3.6.1. the Customer’s use of the Clear View Cloud Services will be uninterrupted or error-free; or

3.6.2. the Customer’s access to the Customer Data will be uninterrupted or error-free.

3.7. Clear View reserves the right to modify the Clear View Cloud Services in any manner which: (i) is necessary to comply with any Applicable Law or safety requirement; (ii) results from a Sourcing Issue; or (iii) does not materially affect the nature or quality of the same, and Clear View shall notify the Customer in any such event. Any other modification required by Clear View shall be implemented pursuant to the Change Procedure.

3.8. Clear View shall follow the archiving procedures for the Clear View Cloud Services as described in the applicable Specification. However, it is the responsibility of the Customer to ensure Customer Data is appropriately backed-up.

4. CONNECTIVITY SERVICES

4.1. The Customer acknowledges that Clear View is not an MNO or an MVNO and therefore Clear View procures the Connectivity Services from Provider(s).

4.2. In respect of the Connectivity Services only, these Conditions are added to and/or amended (as applicable) by the relevant Additional Provider Conditions.

4.3. The Connectivity Services allow the transfer of data to/from relevant Hardware only as detailed in the applicable Specification.

4.4. The Customer acknowledges and agrees that:

4.4.1. the Connectivity Services:

(a) do not allow for voice calling or provide the ability to access emergency services or emergency services providers, including the police, fire departments, or ambulance services, or otherwise call any emergency services telephone numbers; and

(b) are solely and exclusively for use with the relevant Hardware.

4.4.2. as the Connectivity Services are delivered by radio waves and are subject to factors and circumstances that cannot reasonably be controlled (including environmental conditions, network capacity and equipment limitations, emergency and public safety requirements), the Connectivity Services are provided on an “as is” and “as available” basis. Clear View does not guarantee timely, secure, error-free or uninterrupted provision of the Connectivity Services or receipt of material or messages transmitted over or through any Provider's network or the networks of other companies or through the internet. The Connectivity Services may fail or be interrupted for reasons including environmental conditions, technical limitations, defects or failures, limitations of the systems of other telecommunications companies, emergency or public safety requirements, or causes beyond Clear View's or the Provider(s)'s reasonable control.

5. ACCESS TO CLEAR VIEW’S API

5.1. The terms of this clause 5 apply where Clear View grants to the Customer access to Clear View Software (or specific information held therein) via API.

5.2. Where API access is granted, so far as is applicable, the Customer's use of the API shall be subject to the licence and access restrictions for the applicable Clear View Software as set out in clauses 5 and 3. Such licence shall be further limited to:

5.2.1. internally developing the Customer Applications that will communicate and interoperate with the applicable Service for the Release Purpose;

5.2.2. making API Calls in compliance with the API Limits; and

5.2.3. displaying the API Data received from the API within the Customer Application for the Release Purpose as expressly permitted.

5.3. The Customer's sole permitted means of accessing the API shall be via the API Key.

5.4. The Customer shall not:

5.4.1. remove any proprietary notices from the API or API Data;

5.4.2. use the API or API Data in any manner or for any purpose that infringes, misappropriates, or otherwise infringes any Intellectual Property Right or other right of any person, or that violates any Applicable Law;

5.4.3. use the API or API Data other than as specified in this clause 5 without the prior written consent of Clear View;

5.4.4. design or permit the Customer Applications to disable, override, or otherwise interfere with any communications to end users, consent screens, user settings, alerts, warning, or the like which have been implemented by Clear View;

5.4.5. use the API, including in any of the Customer Applications, to replicate or attempt to replace the user experience of the Clear View Software;

5.4.6. attempt to cloak or conceal the Customer's identity or the identity of the Customer Applications when requesting authorisation to use the API or making an API Call;

5.4.7. except to the extent expressly permitted under this clause 5, the Customer shall not (and shall ensure each Authorised User does not): (i) combine or integrate the API or API Data with any software, technology, services, or materials not approved in advance by Clear View; or (ii) pass or allow access to the API or API Data to any third party without the prior written consent of Clear View; or

5.4.8. share the API Key with any third party without the prior written consent of Clear View.

5.5. Clear View may release updates to the API from time to time. Clear View warrants that a release of the API that corrects faults, adds functionality or otherwise amends or upgrades the API, but which does not constitute a new version shall not introduce breaking changes. Where Clear View introduces a new version the same may contain breaking changes. Clear View shall give reasonable notice to the Customer of any such breaking changes.

6. HARDWARE

6.1. Hardware Delivery

6.1.1. The terms of this clause 6.1 apply in respect of any Hardware to be supplied pursuant to the Contract.

6.1.2. Clear View shall use its reasonable endeavours to achieve delivery dates, but Hardware delivery dates are approximate only and time of delivery is not of the essence. Delivery shall be completed on the Hardware's arrival at the Delivery Location ("**Delivery**"). The Customer is responsible for unloading, and any unloading that takes place shall be at the Customer's risk, unless expressly stated in the Order Form.

6.1.3. If the Customer fails to accept or take delivery of the Hardware (including failing to provide appropriate delivery instructions to Clear View), Clear View shall store the Hardware until the earlier of: (i) delivery takes place; or (ii) Clear View resells or disposes of the Hardware in accordance with clause 6.2.2, and may at its option charge the Customer for all related costs and expenses (including insurance).

6.1.4. Clear View may deliver in instalments, which may be invoiced and paid for separately. Any delay in delivery of or defect in an instalment shall not entitle the Customer to cancel any other instalment.

6.1.5. Risk in the Hardware shall pass to the Customer on Delivery.

6.1.6. Clear View warrants that the Hardware shall, on Delivery, conform in all material respects with the applicable Specification.

6.2. Hardware

6.2.1. In consideration for the payment of all applicable Charges, Clear View shall supply the Hardware to the Customer pursuant to the Contract.

6.2.2. Title to the Hardware shall not pass to the Customer until Clear View has received payment in full (in cleared funds) for all sums due to Clear View Group, under any and all Contracts and any other agreements between the Customer Group and Clear View Group.

6.2.3. Where title has not passed to the Customer pursuant to clause 6.2.2, and either:

(a) 10 Business Days have elapsed since Clear View attempted to deliver the Hardware to the Delivery Location; or

(b) Clear View has notified the Customer to arrange an alternative delivery following a failed delivery attempt and the Customer has failed to respond appropriately,

Clear View may resell or otherwise dispose of all or any part of the Hardware. Clear View may charge the Customer for any shortfall between the price of the Hardware and the proceeds of sale, after deducting reasonable storage and selling costs.

6.2.4. Where title has passed to the Customer pursuant to clause 6.2.2 but the Customer has failed to accept or take delivery of the Hardware (including failing to provide appropriate delivery instructions to Clear View), and either:

(a) 10 Business Days have elapsed since Clear View first attempted to deliver the Hardware to the Delivery Location; or

(b) Clear View has notified the Customer to arrange collection or an alternative delivery following a failed delivery attempt and the Customer has failed to respond within 5 Business Days,

Clear View may: (a) require the Customer to collect the Hardware from Clear View's premises within 10 Business Days of written notice; (b) continue to charge the Customer for all storage costs and expenses (including insurance) until such time as the Customer takes delivery or collection of the Hardware; and/or (c) following a further 10 Business Days' written notice to the Customer, sell all or any part of the Hardware on behalf of the Customer, in which case Clear View shall account to the

Customer for the net proceeds of sale after deducting all reasonable storage, selling and other costs and expenses incurred by Clear View.

6.2.5. The Customer shall from Delivery until title has passed to the Customer under these Conditions:

(a) hold the Hardware on a fiduciary basis as Clear View's bailee;

(b) store the Hardware separately from all other hardware;

(c) ensure the Hardware is readily identifiable as Clear View's property and wherever possible shall ensure that a visible sign to that effect is attached to the Hardware;

(d) not remove, deface or obscure any identifying mark or packaging on or relating to the Hardware;

(e) maintain the Hardware in satisfactory condition and keep them insured against all risks as are prudent and as may be required by Applicable Law (including loss, damage or destruction by fire, theft or accident for their full price) and the Customer shall ensure that Clear View's interest is noted on such insurance policy and shall, on demand by Clear View, supply copies of the relevant insurance policies or other insurance confirmation acceptable to Clear View and proof of premium payment to Clear View to confirm the insurance arrangements. If the Customer fails to effect or maintain any of the insurances required under the Contract, Clear View shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Customer; and

(f) give Clear View such information relating to the Hardware as Clear View requires,

but the Customer may resell/use the Hardware in its ordinary course of business.

6.2.6. Where the Customer undergoes an Insolvency Event (or Clear View believes that the same is about to occur) before title to the Hardware passes to the Customer, if the Hardware has not been resold or irrevocably incorporated into another product or service, (without limiting any other right or remedy Clear View may have) Clear View may demand the Customer deliver up the Hardware and, if the Customer fails to do so promptly, enter any Customer Site(s) (or premises of a Third Party) where the Hardware is stored to recover it. The Customer shall ensure that Clear View shall have similar rights of entry with respect to any third party who takes possession of the Hardware prior to the passage of title from Clear View to the Customer.

6.3. The Customer shall notify Clear View immediately of the loss of or theft of Hardware where such Hardware might impact the continued performance by Clear View Group of any ongoing service provision under any Related Contract.

7. APPOINTMENT AS RESELLER - THIRD-PARTY SOFTWARE

7.1. The terms of this clause 7 apply where the Customer orders Third-Party Software from Clear View.

7.2. The Customer acknowledges that:

7.2.1. Clear View is a reseller of the Provider of the Third-Party Software and as such has been granted by the Provider a right to distribute the Third-Party Software;

7.2.2. it is responsible for the selection of the Third-Party Software and ensuring it meets the Customer's requirements; and

7.2.3. the Provider reserves the right to reject the Customer or any order placed by Clear View for Third-Party Software, in which case Clear View will refund any monies paid by the Customer in respect of the same.

7.3. Where the Customer purchases the Third-Party Software from Clear View, the Customer acknowledges and agrees that:

7.3.1. Clear View is simply distributing the same and is not licensing the Third-Party Software to the Customer;

7.3.2. the Customer is licensed to use the Third-Party Software directly by the Provider, solely in accordance with the applicable Third-Party Terms;

7.3.3. the Customer is bound by the applicable Third-Party Terms which sets out, among other things, the Customer's right to use the Third-Party Software, performance standards offered by the Provider, rights of recourse against the Provider which are available in certain situations (for example, should there be a defect or an intellectual property infringement claim in relation to the Third-Party Software); and

7.3.4. Clear View is not responsible for the Third-Party Software.

7.4. In respect of any Third-Party Software, the Customer Group shall nominate Clear View as the primary manager of the same, with access on the Customer's behalf to the Provider's product portal and with application management rights and Customer data. Should Clear View require any enhanced rights in respect of a Provider, the Customer shall implement the same promptly.

8. CUSTOMER OBLIGATIONS

8.1. The Customer shall (and, as applicable, shall procure that each Authorised User and all Customer Personnel shall):

8.1.1. provide all co-operation reasonably required by Clear View including promptly providing such assistance or any decision, guidance, information or instruction as may be reasonably requested by Clear View from time to time;

8.1.2. comply with: (i) all obligations of the Customer stated in the Order Form and all applicable Specifications; (ii) the applicable Documentation; (iii) any other obligations which would ordinarily be expected of a customer in the receipt of similar hardware, and/or software services to the Hardware, Clear View Software, Clear View Services, and/or Third-Party Software from a competent provider acting reasonably and in good faith; and (iv) reasonable guidance and/or rules issued by Clear View from time to time;

8.1.3. save as expressly permitted within the Specification, not combine the Hardware, Clear View Software, Clear View Services, and/or Third-Party Software with (or incorporate into) any other hardware, software or services;

8.1.4. as may be needed for Clear View to perform the relevant Services, in a timely manner:

(a) provide any and all Customer Input and Customer Materials;

(b) prepare the Customer Site(s);

(c) prepare the Customer Systems;

(d) save in respect of the express obligations of Clear View in clause 5, implement and support any and all required integrations (if any) between the Customer Systems and Clear View Software and/or the Clear View Cloud Services;

(e) facilitate access to the Customer Site(s); and

(f) facilitate access to the Customer Systems, including enabling remote access as applicable;

8.1.5. ensure that the terms of the Contract (including any specification) are complete, accurate and meet its requirements for the same;

8.1.6. ensure that the Customer Input complies with the Content Standards;

8.1.7. only use the Hardware, Clear View Software, Clear View Services, and/or Third-Party Software for lawful purposes and shall not use the Hardware, Clear View Software, Clear View Services, and/or Third-Party Software: (i) in any way that breaches any Applicable Law; (ii) for the purpose of harming or attempting to harm minors in any way; (iii) to generate, send, knowingly receive, upload, download, store, use or re-use any material which does not comply with the Content Standards; (iv) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); (v) to knowingly store, distribute, transmit, send or upload any data or material that contains a Virus; and (vi) to (or attempt to) probe, scan, penetrate or test the vulnerability of any of the Clear View Systems or networks or to breach any of Clear View's security or authentication measures, whether by passive or intrusive techniques, without Clear View's prior written consent;

8.1.8. not (and not permit any third party to) copy, adapt, reverse engineer, decompile, disassemble, modify, or create derivative works from, or make error corrections to Clear View Software or Clear View Cloud Services, in whole or in part, or access all or any part of Clear View Software or Clear View Cloud Services in order to build any software, product or service which competes with the same (or for any other purpose);

8.1.9. not systematically extract or harvest data from Clear View Software or Clear View Cloud Services for the purpose of reselling that data or training any competing software or services (including any AI model or technology);

8.1.10. not remove or modify any copyright or similar notices, or any of Clear View's or any other person's branding, that Clear View Software or Clear View Cloud Services causes to be displayed when used or that is displayed in any documentation (electronic or hard copy) accompanying Clear View Software or Clear View Cloud Services;

8.1.11. not attempt to circumvent or interfere with any copy protection or security features of Clear View Software or Clear View Cloud Services;

8.1.12. not use name, branding, logos or other Intellectual Property Rights of Clear View other than as expressly permitted under the Contract;

8.1.13. ensure that there are in place all necessary consents, licences and permissions required to permit Clear View to access and use all the Customer Input, Customer Materials, Customer Data, Customer personal data and any other items as may be appropriate in connection with each and every Contract;

8.1.14. be solely responsible for procuring and maintaining all network connections, telecommunications links, internet connectivity, and other infrastructure reasonably required to access and use the Hardware, Clear View Software, Clear View Services and Third-Party Software Deliverables provided under the Contract and to perform its obligations hereunder; and

8.1.15. be responsible for setting up and maintaining adequate disaster recovery and backup procedures in respect of the Customer Systems.

8.2. The Customer shall:

8.2.1. appoint an appropriate and competent representative to manage the Contract on the Customer's side and such representative shall have authority to bind the Customer;

8.2.2. ensure all Authorised Users:

(a) understand the obligations imposed on them in relation to the Hardware, Clear View Software, Clear View Services and Third-Party Software by Applicable Laws;

(b) are adequately trained on the Hardware, Clear View Software and Clear View Services, Third-Party Software (including any training requirements set out in the Documentation);

(c) comply with the applicable Acceptable Use Policies;

8.2.3. maintain secure passwords for access to Clear View Software and Clear View Cloud Services, and where available, enable multi-factor authentication, ensuring that such passwords are kept strictly confidential, are of sufficient complexity to prevent unauthorised access, and are not shared with any other person;

8.2.4. implement and maintain appropriate access controls to prevent unauthorised access to Clear View Software and Clear View Cloud Services, including promptly revoking access rights of any individual who no longer requires access;

8.2.5. not engage in any activity that may compromise the security, integrity or availability of the Clear View Software, or Clear View Cloud Services, including any attempt to probe, scan, penetrate or test the vulnerability of any of the Clear View Systems or networks or to breach any of Clear View's security or authentication measures;

8.2.6. promptly notify Clear View upon becoming aware of any actual or suspected security breach, unauthorised access or misuse of the Clear View Software, or Clear View Cloud Services;

8.2.7. ensure no Virus is introduced to any of the Clear View Systems or Clear View Software or Clear View Cloud Services; and

8.2.8. not to do or permit anything to be done that will or may damage the business, reputation, image and/or goodwill of Clear View.

8.3. The "**Content Standards**" are as follows:

8.3.1. content must: (i) be accurate (where it states facts); (ii) be genuinely held (where states opinions); and (iii) comply with Applicable Law; and

8.3.2. content must not: (i) contain any material which is defamatory of any person, obscene, offensive, hateful, harmful, threatening, harassing or otherwise inflammatory; (ii) promote sexually explicit material; (iii) promote violence; (iv) promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; (v) be used to impersonate any person, or to misrepresent identity of any person or their affiliation with any other person; (vi) infringe the copyright, database right or trade mark of any other person; (vii) give the impression that it emanates from Clear View, if this is not the case; or (viii) advocate, promote or assist any unlawful act.

9. CHARGES

9.1. The price for the supply of Hardware, licences of Clear View Software, the supply of Clear View Services, and resale of Third-Party Software is the price set out in the Order Form.

9.2. Where no price is quoted, it shall be the price set out in Clear View's published price list as at the Start Date for the relevant supply, except that, where applicable in respect of Professional Services, on a "time and materials" basis in accordance with the Standard Rates and the Expenses Policy.

9.3. Where a failure of the Customer to comply with its obligations in the Contract (including those set out in these terms and conditions as well as the Order Form) results in additional costs for Clear View and/or wasted time, Clear View may charge the Customer for the same on a time and materials basis. In order to calculate the same, Clear View's Standard Rates and the Expenses Policy shall apply unless other rates are specified in the Order Form.

9.4. In addition to any other pricing change permitted pursuant to these Conditions, the following shall apply:

9.4.1. If it is reasonably apparent that any of the pricing in the Order Form is incorrect ("**Obvious Pricing Error**"), the Customer must notify Clear View of the same. When Clear View becomes aware of an Obvious Pricing Error, it shall promptly notify the Customer of the error together with the correct price ("**Correct Price**"). Following notification of the Correct Price, such price shall apply in place of the Obvious Pricing Error. If the Customer objects to the Correct Price, it may terminate the Contract on written notice to Clear View.

9.4.2. On no less than 2 months' written notice to the Customer prior to a Term Extension, Clear View may adjust the Charges and the Standard Rates by Indexation.

9.5. Unless otherwise specified to the contrary in the Order Form, Clear View will invoice the Customer as described in the table below:

Hardware	On despatch.
Clear View Software	Annually in advance.
Pay as You Go Services	Payment in advance of each delivery.
Third-Party Software	Annually in advance.

9.6. Where payment of any Charges has not been made by the Customer by the applicable Due Date for the same, Clear View reserves the right to require advance payment of future Charges and/or the provision of acceptable personal guarantees.

9.7. Where any purported payment of Charges by the Customer is rejected or reversed, Clear View shall be entitled to charge the Customer a fee in the sum of £50 in respect of its administrative costs in relation to such rejection or reversion.

9.8. If Hardware, Clear View Software, or Third-Party Software has not been delivered or Clear View Services are not performed as a result of the acts or omissions of the Customer, Clear View may invoice the same based on the date upon which delivery and/or performance was attempted.

9.9. The Customer shall pay each invoice which is properly due and submitted to it by Clear View within 30 days of the date of invoice to a bank account nominated in writing by Clear View. Time for payment is of the essence. If Clear View has not received a payment which is validly due within such period, and without prejudice to any other rights and remedies it may have (but subject to any Applicable Law in force at the time which restricts or excludes the same), Clear View may:

9.9.1. charge interest on a daily basis on such due amounts at a rate equal to 8% over the then current base lending rate of Bank of England from time to time, commencing on the Due Date and continuing until fully paid, whether before or after judgment. Such interest shall accrue on a daily basis and be compounded quarterly;

9.9.2. charge an administrative fee determined according to the value of the payment not received, calculated as follows:

Value of payment not received	**Administrative fee**
Up to £999.99	£40
£1,000 to £9,999.99	£70
£10,000 or more	£100

9.10. All Charges stated or referred to in the Contract are exclusive of:

9.10.1. value added tax or other sales taxes, which shall be added to the Clear View invoice(s) at the appropriate rate;

9.10.2. travel, accommodation, materials or other expenses incurred by Clear View in the performance of its obligations under the Contract, which shall become payable in accordance with the Expenses Policy; and

9.10.3. in respect of Hardware, all packing, insurance and transport costs, and any import or export duties or similar taxes, which shall be paid by the Customer (unless the same is expressly stated to be included within the price in the Order Form).

9.11. Clear View may, without limiting its other rights or remedies, set off any amount owing to it by the Customer or any Affiliate against any amount payable by Clear View to the Customer.

10. INTELLECTUAL PROPERTY AND MATERIALS

10.1. Clear View warrants that it has, and will continue to have, all necessary rights in and to any and all Intellectual Property Rights that it purports to grant to the Customer pursuant to the Contract. The Customer warrants to Clear View that Clear View's possession and use in accordance with these Conditions of any materials (including third-party materials supplied by the Customer to Clear View) shall not cause Clear View to infringe the rights, including any Intellectual Property Rights, of any third party.

10.2. The Customer acknowledges and agrees that unless and to the extent expressly stated to the contrary in respect of custom software elements in the Order Form, Clear View and/or its licensors (and/or the OEM in respect of the Hardware) own all Intellectual Property Rights in Hardware, Clear View Services and Clear View Software Deliverables and the Usage Data.

10.3. The Customer acknowledges and agrees that the applicable Provider and/or its licensors own all Intellectual Property Rights in the Third-Party Software.

10.4. Except as expressly stated herein, these Conditions do not grant the Customer any Intellectual Property Rights or any other rights or licences to, in or in respect of the Hardware, Clear View Services, Clear View Software, or Deliverables.

10.5. Any Deliverables provided are licensed to the Customer solely for the purposes of the receipt of the applicable Hardware and Clear View Services Clear View Software, unless and to the extent that wider use is stated on the Order Form. The Customer may only make such copies of the Deliverables as is expressly permitted. The Customer agrees to mark any copies of Deliverables which it may make in any tangible medium with a notice that such copy belongs to Clear View.

10.6. Clear View acknowledges and agrees that the Customer and/or its licensors own all Intellectual Property Rights in the Customer Input. Except as expressly stated herein or as is necessary to perform Clear View's obligations under the Contract, these Conditions do not grant Clear View any Intellectual Property Rights or any other rights or licences to or in respect of any Customer Input.

10.7. If a third party notifies the Customer of any claim that the use of the Hardware, Clear View Services, Clear View Software, or Deliverables. Confidential Information infringes any right of a third party, the Customer agrees to immediately notify Clear View.

10.8. Feedback

10.8.1. The Customer may, in its discretion, provide Feedback to Clear View, but Clear View shall not be obliged to take any action in response to the Feedback.

10.8.2. Feedback, even if marked confidential, will not create any confidentiality obligations on Clear View unless Clear View has otherwise agreed in writing, signed by an authorised signatory of Clear View.

10.8.3. Without prejudice to its other rights and remedies (including under the Contract), Clear View will be free to use, disclose, reproduce, distribute, implement in its products and/or services and otherwise commercialise all Feedback provided by the Customer without obligation or restriction of any kind, and the Customer hereby waives all rights to be compensated or seek compensation for the Feedback and will ensure that any relevant moral rights are waived.

10.9. Clear View may use general know-how or expertise (other than Feedback) gained in Clear View's performance of the Contract in the furtherance of its own business, provided that any such use does not constitute or result in a disclosure of any Confidential Information in breach of clause 11 (Confidentiality) or infringement of any Intellectual Property Rights.

11. CONFIDENTIALITY

11.1. Each party undertakes that it shall during the Contract, and thereafter, keep confidential and not disclose to any person any Confidential Information concerning the business, affairs, customers, clients or suppliers of the other party (or its Group), except as permitted by clause 11.2 below.

11.2. Each party may disclose the other party's Confidential Information:

11.2.1. to its Group, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 11; and

11.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority, provided that, to the extent where it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 11.2.2, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

11.3. No party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

11.4. Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any unconnected third party.

11.5. Clear View may publicise its involvement with the Customer for its own marketing purposes, and any such publication shall not constitute an unlawful disclosure of Confidential Information for the purposes of this clause 11.

12. DATA PROTECTION ARRANGEMENTS

12.1. Each party agrees to process personal data in accordance with the terms of this clause 12 and the terms set out in Schedule 2.

12.2. The parties acknowledge that the factual arrangement between them dictates the classification of each party in respect of the Data Protection Legislation. However, the parties anticipate that the following classifications shall apply:

12.2.1. Clear View shall be a controller where it is collecting and using personal data in relation to the management of its Customer accounts; and

12.2.2. Clear View shall be a processor where it is processing personal data in relation to the Data Processing Particulars in connection with performing its obligations under the Contract.

13. INDEMNITIES AND LIMITATION OF LIABILITY

13.1. All representations, warranties or terms (whether written or oral, express or implied by statute, common law or otherwise) apart from those expressly set out in these Conditions are hereby excluded. In particular, but without prejudice to the generality of the foregoing, Clear View makes no representation and gives no warranty (whether express or implied, statutory and/or otherwise), and will have no liability, regarding the fitness for any purpose of Hardware, Clear View Services, Clear View Software, and/or Third-Party Software, whether or not such purpose is disclosed to Clear View.

13.2. The Customer hereby indemnifies Clear View from and against any and all Losses suffered or incurred by Clear View and its Group in connection with:

13.2.1. Clear View's processing of Customer personal data, provided that this shall only apply where: (a) Clear View's processing of such Customer personal data is performed in accordance with Clear View's obligations under the Contract; and (b) the relevant Loss does not arise from or relate to Clear View's activities as an independent controller;

13.2.2. any failure of the Customer to obtain appropriate licences and/or consents in accordance with its obligations under these Conditions (including ensuring the right for Clear View to hold, store, process and/or use the Customer Input and/or Customer Materials in accordance with the terms of the Contract) or any subsequent revocation or non-renewal of any such licence and/or permit;

13.2.3. any failure of the Customer to ensure its compliance with Applicable Law in accordance with its obligations under these Conditions;

13.2.4. any use of Hardware, Clear View Services, Clear View Software, and/or Deliverables by the Customer other than as envisaged under the Contract;

13.2.5. the Customer's breach of any Third-Party Terms; and

13.2.6. the Customer's breach of any Open-Source Terms.

13.3. Clear View shall defend the Customer, its officers, directors and employees against any claim that Clear View Software or Clear View Services infringe any United Kingdom patent effective as of the Start Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts finally awarded against the Customer in judgment or settlement of such claims, provided that:

13.3.1. Clear View is given prompt notice of any such claim;

13.3.2. the claim does not result from the Customer's failure to install an update or new version of any Clear View Software as soon as is practicable following its release by Clear View;

13.3.3. the Customer provides reasonable co-operation to Clear View in the defence and settlement of such claim (at Clear View's expense, provided such expenses are reasonable and can be evidenced to Clear View's satisfaction); and

13.3.4. Clear View is given sole authority to defend or settle the claim.

13.4. In the defence or settlement of any claim, Clear View may procure the right for the Customer to continue using Clear View Software or Clear View Services, replace or modify Clear View Software or Clear View Services so that they become non-infringing or, if such remedies are not reasonably available, terminate the Contract on 2 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer. In no event shall Clear View, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on: (a) a modification of Clear View Software or Clear View Services by anyone other than Clear View; (b) the Customer's use of Clear View Software or Clear View Services in a manner contrary to the instructions given to the Customer by Clear View; or (c) the Customer's use of Clear View Software or Clear View Services after notice of the alleged or actual infringement from Clear View or any appropriate authority. The foregoing states the Customer's sole and exclusive rights and remedies, and Clear View's (including its employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

13.5. The following provisions set out the entire financial liability of either party (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the other in respect of:

13.5.1. any breach of these Conditions howsoever arising; and

13.5.2. any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) or breach of statutory duty arising under or in connection with the Contract.

13.6. Nothing in these Conditions shall limit or exclude Clear View's or the Customer's liability:

13.6.1. for death or personal injury caused by its negligence, or the negligence of its employees, agents or sub-contractors;

13.6.2. for fraud or fraudulent misrepresentation;

13.6.3. for any other liability which cannot be limited or excluded by Applicable Law.

13.7. In the event of a Default by Clear View, Clear View's liability in respect of loss or damage to tangible property of the Customer shall not exceed £10,000.

13.8. Subject to clauses 13.5 and 13.6, Clear View's liability in respect of Losses under the Contract in any 12 month period shall not exceed a sum equal to the total Charges paid and payable to Clear View by the Customer under the Contract during the period of 12 months immediately prior to the event giving rise to the claim.

13.9. Subject to clause 13.5, in no event will Clear View be liable to the Customer (whether in contract, tort, negligence or otherwise):

13.9.1. for a failure or delay of Clear View to perform any of its obligations under the Contract if such failure or delay results from the acts or omissions of Customer or any Authorised User;

13.9.2. for any damage caused by errors or omissions in any Customer Input;

13.9.3. for the Third-Party Software beyond compliance with its obligations relating to distribution pursuant to clauses 7.2 and 7.3.3;

13.9.4. to the extent that any delay in performing or failure to perform the Clear View obligations is due to:

(a) a failure by the Customer to perform its own obligations under the Contract (including providing accurate and timely information to Clear View);

(b) a failure by the Customer to comply with reasonable requests by Clear View for instructions, information or action required by it to perform its obligations within a reasonable time; or

(c) the inability of Customer Systems to process or access data in conjunction with Hardware, or Clear View Services Clear View Software (through no fault of Clear View);

13.9.5. for the consequences of any other acts or omissions of the Customer, Customer Group, the Customer Personnel or the Authorised Users;

13.9.6. for any loss of revenue;

13.9.7. for any loss of anticipated savings;

13.9.8. for any loss of goodwill or opportunity or damage to reputation;

13.9.9. loss of use of computer equipment or software or data;

13.9.10. business interruption;

13.9.11. wasted management or other staff time; or

13.9.12. for any indirect, special or consequential loss or damage.

13.10. In no event shall Clear View be liable for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by Clear View to perform services related to maintenance and back-up).

14. TERM AND TERMINATION

14.1. The Contract shall commence on the applicable Effective Date and:

14.1.1. in respect of:

(a) Hardware, continue until delivery of the same;

(b) Clear View Software, Clear View Services, and/or Third-Party Software, continue for the Initial Term stated in the relevant Order Form for the same (or, where applicable in respect of Clear View Services, until performance of the same has been completed);

14.1.2. the relevant Initial Term shall be extended by an applicable Term Extension,

(the "**Term**"), unless terminated earlier in accordance with its terms.

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

14.2.1. the other party fails to pay any amount due under the Contract on the Due Date for payment and remains in default not less than 10 Business Days after being notified in writing to make such payment;

14.2.2. the other party commits a material breach of any other term of the Contract which breach is irremediable or (if remediable) fails to remedy it within a period of 10 Business Days after being notified in writing to do so; or

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

14.2.4. the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

14.3. Without prejudicing any other right or remedy available to it, Clear View may terminate the Contract should an Insolvency Event occur.

14.4. Without prejudicing any other right or remedy available to it, Clear View may terminate the Contract with immediate effect by giving written notice to the Customer if there is a change of control of the Customer (within the meaning of section 1124 of the Corporation Tax Act 2010).

14.5. Without prejudicing any right to terminate which Clear View may have, Clear View will be entitled to suspend any Services without notice if:

14.5.1. there is a Default on the part of the Customer; or

14.5.2. any of the events set out in clauses 14.2, 14.3 or 14.4 occur in relation to the Customer.

14.6. Clear View may rely on the suspension to relieve it from the performance of any of its obligations in each case to the extent the suspension prevents or delays the performance by Clear View of any of its obligations and Clear View shall not be liable for any Losses sustained or incurred by the Customer arising directly or indirectly from any failure or delay by Clear View to perform any of its obligations as set out in this clause.

14.7. Where Clear View acquires the right to terminate or suspend Services under the Contract pursuant to this clause 14, such right shall extend to any other contracts concluded between the parties incorporating these Conditions, whether prior or subsequent to the Contract.

15. CONSEQUENCES OF TERMINATION

15.1. On termination for any reason:

15.1.1. all rights granted to the Customer under the Contract shall cease;

15.1.2. all rights in Open-Source Software shall cease;

15.1.3. for the avoidance of doubt, all rights granted to the Customer under any Third-Party Terms shall continue in accordance with the terms of the applicable Third-Party Terms; and

15.1.4. the Customer shall immediately pay any sums due to Clear View to the expiry of the then current applicable Term(s) (including sums on a time and materials basis for any work in progress) without set off or deduction.

15.1.5. provided all sums due to Clear View Group from the Customer Group have been paid, Clear View shall make available to the Customer a copy of all Customer Data in a commonly-readable electronic format for a period of no more than 6 days following termination. After such period, Clear View may delete all Customer Data residing on the Clear View Systems.

16. INSPECTION

16.1. The Customer shall keep complete and accurate records to demonstrate its compliance with the Contract, and the fulfilment of its obligations under it.

16.2. Clear View, or its representative, may monitor and audit the Customer's use of:

16.2.1. Hardware, Clear View Software, Clear View Services, Third Party Software, Deliverables, and/or API Data ; and

16.2.2. Clear View's brands, logos and trade marks and any promotional materials relating to Hardware, Clear View Software, Clear View Services, Third Party Software,

to ensure the Customer is complying with the terms of the Contract.

16.3. In order to enable such monitoring and audits, the Customer hereby grants Clear View (or its representative):

16.3.1. remote access as reasonably required (and shall do all things reasonably requested by Clear View to ensure such remote access is (and remains) in place); and

16.3.2. on reasonable advance notice and at reasonable times the right to:

(a) inspect and have access to the Customer Site(s) and to any premises (and to the computer equipment located there) at or on which Software or Hardware is being kept or used; and

(b) access the records referenced in clause 16.1 and any other records relevant to use of the Hardware, and/or Clear View Software, Clear View Services, Third-Party Software, Deliverables, and/or API Data.

16.4. This right shall continue beyond termination/expiry to enable Clear View to verify that use of Clear View Software has ceased.

16.5. If Clear View identifies that Hardware, Clear View Software, Clear View Services, Deliverables, and/or API Data has been used or accessed other than in accordance with the Contract, then without prejudice to Clear View's other rights and remedies:

16.5.1. Clear View may suspend certain access rights and be entitled to revoke any existing passwords, or not issue any new passwords, to any Authorised User so implicated in the unauthorised use or access; and

16.5.2. at Clear View's request, the Customer shall promptly disable such access and use.

17. NON-SOLICITATION

17.1. Neither party shall (except with the prior written consent of the other party) directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the employment of the other party any person employed or engaged by such other party in the performance of Clear View's obligations under the Contract or (in the case of the Customer) in the receipt of the same at any time during the Term or for a further period of 6 months after the termination of the Contract other than by means of a national advertising campaign open to all comers and not specifically targeted at any of the staff of the other party.

17.2. If either Clear View or the Customer commits any breach of clause 17.1, the breaching party shall, on demand, pay to the claiming party a sum equal to one year's basic salary or the annual fee that was payable by the claiming party to that employee, worker or independent contractor plus the recruitment costs incurred by the claiming party in replacing such person.

18. ASSIGNMENT & SUB-CONTRACTING

18.1. The Customer may not assign, sub-contract, sub-license, charge or otherwise deal in any other manner with all or any of its rights or obligations under the Contract, nor provide any of the Clear View Services directly or indirectly to third parties, without the consent of Clear View, such consent not to be unreasonably withheld or delayed. The Customer shall not allow any of its rights under the Contract to become the subject of any charge, lien or encumbrance.

18.2. Clear View may freely assign, sub-contract, charge or otherwise deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Customer.

18.3. The Customer agrees that it shall co-operate and undertake all matters at Clear View's cost and expense that are necessary to novate or assign any Contract or any parts thereof to any third party when requested to do so by Clear View.

19. FORCE MAJEURE

19.1. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from a Force Majeure Event.

19.2. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for 2 months, the party not affected may terminate the Contract by giving 10 Business Days' written notice to the other party.

20. NOTICES

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

20.1.1. delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

20.1.2. sent by email to the following email addresses: (i) Clear View: [●]; and (ii) Customer: as set out in the Order Form.

20.2. Any notice shall be deemed to have been received:

20.2.1. if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

20.2.2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and

20.2.3. if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 20.2.3, business hours means 9.00 am to 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt.

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

21. DISPUTE RESOLUTION

21.1. If a dispute arises out of or in connection with these Conditions or the performance, validity or enforceability of the Contract (a "**Dispute**") then the parties shall follow the procedure set out in this clause 21:

21.1.1. either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (a "**Dispute Notice**"), together with relevant supporting documents. On service of the Dispute Notice, the parties shall attempt in good faith to resolve the Dispute; and

21.1.2. if the parties are for any reason unable to resolve the Dispute within 20 Business Days from service of the Dispute Notice, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing (an "**ADR Notice**") to the other party to the Dispute, requesting mediation. A copy of the ADR Notice should be sent to CEDR Solve. The mediation will start not later than 10 Business Days after the date of the ADR Notice.

21.2. If the Dispute is not resolved within 1 month of the mediator's appointment, then either party may commence court proceedings, but provided that nothing in this clause 21.2 shall prevent either party from either continuing with any means of alternative dispute resolution as may be agreed in writing from time to time, or seeking an injunction or other interim relief at any time if it reasonably believes such action is necessary to prevent irreparable damage.

22. CHANGE PROCEDURE

22.1. Where a party identifies a need to change the Contract, they may at any time request such a change.

22.2. The party proposing the change shall notify the other party in writing specifying in as much detail as is reasonably practicable the nature of the requested change.

22.3. Where the Customer has requested the change, Clear View shall, as soon as reasonably practicable, provide a written estimate to the Customer of:

22.3.1. the likely time required to implement the change;

22.3.2. any necessary variations to the Charges arising from the change;

22.3.3. any necessary variations to the resources of either party arising from the change; and

22.3.4. any other impact of the change on the hardware/services provided under the Contract.

23. GENERAL

23.1. Export Compliance: The Customer agrees to comply fully with all applicable export laws and regulations ("**Export Laws**") to ensure that Hardware, Clear View Software, Clear View Services, and/or Third-Party Software are: (i) exported, directly or indirectly, in adherence with Export Laws; or (ii) intended to be used for any purpose restricted by Export Laws. Customer shall not, and shall ensure Authorised Users shall not, use the same in any country subject to economic sanctions in violation of applicable sanctions laws or other restrictions imposed by any country having competent jurisdiction over the Contract.

23.2. Entire agreement: The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Neither party shall have any remedy in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Conditions. Neither party shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

23.3. Third party rights: A natural or legal person who is not a party to the Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. This clause does not alter any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

23.4. Variations: Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by Clear View. Clear View may vary these Conditions from time to time on giving the Customer at least 30 days' notice in writing.

23.5. Waiver: A waiver of any right is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or Default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy. Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

23.6. Severance: If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part-provision of the Contract is deemed deleted under the preceding sentence of this clause 23.6 above, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

23.7. No partnership or agency: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the parties, nor constitute any party the agent of the other party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

23.8. Governing law and jurisdiction: The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any such dispute or claim.

SCHEDULE 1 – DEFINITIONS AND INTERPRETATION

1. Interpretation

1.1. In these Conditions: (i) **person** includes a natural person, corporate or unincorporated body; (ii) a reference to Clear View or Customer includes its personal representatives, successors and permitted assigns; (iii) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted and includes any subordinate legislation; (iv) any phrase introduced by the terms **including** or **include** shall be illustrative and shall not limit the sense of the preceding words; (v) a reference to **writing** or **written** includes emails but excludes faxes; (vi) the terms 'personal data', 'data subject', 'processor', 'controller', 'processing', 'personal data breach', 'pseudonymisation', 'special categories of data' and 'supervisory authority' have the meanings set out in Data Protection Legislation; and (vii) the following definitions apply:

"**Acceptable Use Policy**"	the acceptable use policy (if any) applicable to the relevant Services/Clear View Software, set out at [●], as may be amended or updated by Clear View from time to time on written notice to the Customer.
"**AI**"	any machine learning, deep learning, and other artificial intelligence technologies, including statistical learning algorithms, models (including large language models), neural networks, and other artificial intelligence tools or methodologies, all software implementations of any of the foregoing, and related hardware or equipment.
"**API**"	the relevant Cloud Service's application programming interface (or equivalent integration/communication technology) described in the API Policy as may be updated from time to time by incorporation of a maintenance release or new release.
"**API Call**"	each call from a Customer Application via the API to interact with the applicable Service.
"**API Data**"	all data published or made available through the API, along with any related metadata.
"**API Key**"	the security key Clear View makes available for Customer to access the API.
"**API Limits**"	the restrictions for use of the API, including any applicable quotas, rate limits, concurrency limits, Authorised User limits and any other restrictions set out in the API Policy.
"**API Policy**"	Clear View's API policy set out at [●], as may be amended or updated by Clear View from time to time on written notice to the Customer.
"**Applicable Law"**	the laws of England and Wales, together with any other mandatory laws, regulations, regulatory policies, guidelines or industry codes which apply to the performance of each party's obligations under the Contract.
"**Applicable Tests**"	Clear View's standard installation and/or acceptance tests determined by Clear View from time to time, or such tests as are specified in the Order Form.
"**Authorised Group Entity**"	where "Group use" is expressly permitted in the Order Form, each member of the Customer Group.
"**Authorised Users**"	together: (i) those employees and independent contractors (approved by Clear View in writing) of the Customer who are entitled to use Hardware, Clear View Cloud Services, and/or Clear View Software under the Contract; and each: (ii) Authorised Group Entity; and (iii) those employees and independent contractors (approved by Clear View in writing) of each Authorised Group Entity who are entitled to use Hardware, Clear View Cloud Services, and/or Clear View Software under the Contract.
"**Business Day**"	a day other than a Saturday, Sunday or public holiday in England.
"**Change Procedure**"	the procedure detailed in clause 22.
"**Charges**"	the charges payable by the Customer to Clear View, as set out in the Order Form.
"**Clear View Cloud Services**"	the making available by Clear View to the Customer of access to remotely hosted applications via hosting services as set out in the Order Form, excluding, for the avoidance of doubt, any Third-Party Services.
"**Confidential Information**"	information of commercial value, in whatever form or medium, disclosed by a party to the other party, including commercial or technical know-how, technology, information pertaining to business operations and strategies, information pertaining to clients, pricing and marketing information relating to the business of either party, information which is marked as confidential, or information which ought reasonably to be considered confidential in light of the nature of the information and/or circumstances of its disclosure, including Customer Data, but excluding information that: (i) is or becomes publicly known other than through any act or omission of the receiving party; (ii) was in the other party's lawful possession before the disclosure; (iii) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or (iv) is independently developed by the receiving party, as shown by written evidence.
"**Connectivity Services**"	the provision of wireless data connectivity for Hardware through the radio communication spectrum.
"**Content Standards**"	the Content Standards set out in clause 8.3.
"**Contract**"	the contract (as defined in clause 1.2) governed by these Conditions between the Customer and Clear View relating to one or more of the supply of Hardware; provision of Clear View Services; and/or acting as reseller in relation to Third-Party Software.
"**Customer Application(s)**"	each software application that is developed and/or maintained by or on behalf of the Customer which consumes the API or otherwise interacts with its data.
"**Customer Data**"	the data contained in the Clear View Cloud Services which either: (i) consists of the Customer Input; or (ii) consists of unique data generated by the Clear View Cloud Services solely based on the Customer Input.
"**Customer Group**"	together, the Customer and its Group.
"**Customer Input**"	any data, documents, text, drawings, diagrams, images or sounds (together with any database made up of any of these), embodied in any medium, that are provided to Clear View by or on behalf of the Customer, in order to perform its obligations pursuant to the Contract.
"**Customer Materials**"	any and all physical materials and other equipment (including cabling, network interfaces, power and power adapters), connectivity services and necessary for Clear View to perform its obligations pursuant to the Contract, save to the extent the same is expressed to be supplied by Clear View pursuant to the Contract.
"**Customer Personnel**"	employees, directors and agents of the Customer, together with employees, directors and agents of any contractor undertaking activities on behalf of the Customer who are not Clear View Personnel.
"**Customer Site**"	any premises of the Customer Group at which Hardware is located; Clear View Software is being kept or used; Third Party Software is being kept or used; and/or Clear View Services are received.
"**Customer Systems**"	the information and communications technology systems (including any hardware, software (including Customer Applications), networks and other infrastructure) used by the Customer (and any of its independent contractors approved by Clear View in writing) in receiving any Clear View Software, Third-Party Software, and/or Clear View Services and/or performing any of the Customer's obligations under the

	Contract), including that used to access the API, make an API Call or otherwise communicate or interact with the Clear View Services.
"**Delivery Location**"	the relevant location identified in the Order Form (where applicable).
"**Data Processing Particulars**"	the data processing particulars set out at Annex 1.
"**Data Protection Legislation**"	any law, statute, regulation, rule or other binding restriction regarding the protection of individuals with regards to the Processing of their Personal Data to which a party is subject, including the DPA and UK GDPR (to the extent it remains applicable) and any code of practice or guidance published by the Information Commissioner's Office from time to time.
"**Default**"	any act or omission of a party, or failure by a party to perform a relevant obligation under the Contract.
"**Deliverables**"	all documents, products, materials and software code in any form: (i) developed by Clear View or its agents, contractors and employees; and/or (ii) licensed by Clear View to the Customer Group, as part of or in relation to the performance of its obligations under the Contract, including all Intellectual Property Rights as may be embodied therein. However, Deliverables shall exclude Hardware, Third-Party Software.
"**Documentation**"	any operating manuals, user instruction manuals/guides, technical literature and all other related materials in human-readable or machine-readable forms supplied or made available by Clear View from time to time in connection with the applicable Hardware, Clear View Software, Third-Party Software, or Clear View Services.
"**DPA**"	the Data Protection Act 2018.
"**Due Date**"	in respect of a payment under the Contract, the date on which such payment is due pursuant to these Conditions.
"**Effective Date**"	in respect of the provision of the applicable Hardware, Clear View Software, Third-Party Software, and/or Clear View Services, the effective date for the same specified in the Order Form, or if none is specified, the effective date for the Contract, or if none is specified, the Start Date of the Contract.
"**Expenses Policy**"	Clear View's expenses policy, as may be amended or updated by Clear View from time to time on written notice to the Customer.
"**Feedback**"	all current and future suggestions, comments or other feedback regarding the Hardware, any Clear View Software, Third-Party Software, Clear View Services, Deliverables, and/or Output provided by or on behalf of the Customer.
"**Force Majeure Event**"	events, circumstances or causes beyond a party's reasonable control, including strikes; lock-outs or other industrial disputes (except with respect to that party's own employees); acts of God; war; riot; civil commotion; pandemic or epidemic; compliance with any law or governmental order, rule, regulation or direction; accident; fire, flood, or storm; in each case whether or not foreseeable.
"**Group**"	each and every entity that directly or indirectly controls, is controlled by, or is under common control with a party, for so long as such control exists. In the case of companies and corporations, control means beneficial ownership of more than 50% of the voting stock, shares, interest or equity in an entity; in the case of any other legal entity, "control" and "controlled" shall exist through the ability to directly or indirectly control the management and/or business of the legal entity.
"**Indexation**"	a percentage equal to the percentage increase in the UK Retail Prices Index since the prices were last set/revised, as appropriate.
"**Initial Term**"	the period of time described as such in the Order Form for the applicable Hardware, any Clear View Software, Third-Party Software, and/or Clear View Services.
"**Insolvency Event**"	(a) the Customer suspends or threatens to suspend payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts under section 123 of the Insolvency Act 1986 or is deemed either unable to pay its debts or as having no reasonable prospect of so doing within the meaning of section 268 of the Insolvency Act 1986 or (if a partnership) has any partner to whom any of the above applies; (b) the Customer starts negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for/enters into any arrangement with its creditors; (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for/in connection with the winding up of the Customer; (d) the Customer is the subject of a bankruptcy petition or order; (e) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other process is levied or enforced on or sued against, the whole or part of its assets which is not discharged within 14 days; (f) an application is made to court, or an order is made to appoint an administrator, or notice of intention to appoint an administrator is given or an administrator is appointed over the Customer; (g) a floating charge holder over the assets of the Customer becomes entitled to appoint or has appointed an administrative receiver; (h) a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer; (i) any event analogous to those mentioned in (a)-(h) above in another jurisdiction.
"**Intellectual Property Rights**"	patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use and protect the confidentiality of confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
"**Location**"	the location for performance of the applicable Services set out in the Order Form (if any), or any other location agreed between the parties in writing from time to time.
"**Losses**"	liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses).
"**Normal Business Hours**"	9.00am to 5.30pm GMT (or BST as applicable), each Business Day.
"**Open-Source Software**"	any software licensed under any form of open-source licence meeting the Open Source Initiative's Open Source Definition (http://www.opensource.org/docs/definition.php) or any libraries or code licensed from time to time under the General Public Licence (as described by the Free Software Foundation and set out at http://www.gnu.org/licenses/gpl.html), or anything similar, included or used in, or in Clear View development of, Clear View Software, or with which Clear View Software is compiled or to which it is linked.

"**Open-Source Terms**"	the specific licence under which any relevant Open-Source Software is distributed.
"**Order Form**"	Clear View's written quotation relating to one or more of the following: (i) the supply of Hardware; (ii) the supply of Clear View Services; (iii) the licensing of Clear View Software; and/or (iv) the resale of Third-Party Software.
"**Output**"	the output from the operation of Clear View Software and/or Clear View Cloud Services, including software code, documents, products and materials in any form.
"**Pay as You Go**"	the provision of Hardware, Clear View Software, and/or Clear View Cloud Services from time to time on an ad-hoc basis.
"**Policies**"	the policies of Clear View as amended from time to time, including the API Policy, Expenses Policy, Acceptable Use Policy.
"**Provider**"	the applicable Third-Party provider of the Connectivity Services, and/or Third-Party Software, as detailed in the Order Form.
"**Hardware**"	hardware purchased by the Customer pursuant to the Contract, as set out in the Order Form.
"**Related Contracts**"	the Contract, together with all other contracts or similar arrangements entered into between Clear View Group and the Customer Group.
"**Release Purpose**"	those purposes for which the API and the API Data may be used, as set out in the API Policy and/or the Order Form, and/or any other solutions made available from time to time by Clear View.
"**Service Levels**"	any service levels applicable to the Clear View Services as set out in the Order Form or otherwise agreed in writing between the parties.
"**Service Level Start Date**"	in respect of the applicable Clear View Services, the date from which the Service Levels apply, as set out in the Order Form or, if none is specified, the Start Date.
"**Software**"	computer programmes, applications, scripts, algorithms, code, firmware, middleware, application programming interfaces, and any other software or software-based tools or systems, together with, as applicable: (i) all documentation, user manuals, technical specifications, and other materials relating to the foregoing; and (ii) all databases and compilations of data, including any rights in the structure, arrangement, or selection of data therein, and any sui generis database rights subsisting in such databases.
"**Sourcing Issue**"	an inability on the part of Clear View to source particular materials or resources (including supplier personnel) on terms similar or identical to those available at the Effective Date (including due to exchange rate fluctuations, increases in taxes or duties) or a change in Applicable Law.
"**Specification**"	in respect of: (i) Hardware, the specification for the same as set out (or referred to) in the Order Form; (ii) Clear View Software, the specification for the same contained within the Order Form; (iii) Clear View Services, the specification for the same contained within the Order Form including any attached or related Statement of Work; and (iv) Deliverables, the specification for the same as set out (or referred to) in the Order Form including in any applicable Statement of Work); and (v) Third-Party Software, the specification from the same determined by the applicable Provider.
"**Standard Rates**"	Clear View's standard rates for Hardware, Clear View Software and Clear View Services as made available by Clear View from time to time.
"**Start Date**"	as defined in clause 1.3.
"**Statement of Work**"	any statement of work contained in or referenced in an Order Form.
"**Clear View Group**"	together, Clear View and each member of its Group from time to time.
"**Clear View Personnel**"	Clear View's employees, directors and agents, together with employees, directors and agents of any contractor undertaking activities on behalf of Clear View in relation to the performance of its obligations under the Contract.
"**Clear View Services**"	the services to be supplied directly by Clear View to the Customer, consisting of Clear View Cloud Services.
"**Clear View Software**"	any Software described as such in the Order Form, excluding any incorporated Open-Source Software.
"**Clear View Systems**"	the information and communications technology systems (including its networks) used by Clear View (and any of its sub-contractors in performing any of Clear View's obligations under the Contract).
"**Term**"	the period described as such in clause 14.1.
"**Term Extension**"	the period of time described as such in the Order Form for the applicable Hardware, Clear View Software, Third-Party Software, and/or Clear View Services.
"**Third-Party**"	a person other than Clear View Personnel or the Customer.
"**Third-Party Software**"	the software to be provided by the applicable Provider pursuant to the applicable Third-Party Terms, as set out in the Order Form.
"**Third-Party Terms**"	in respect of: (i) any Third-Party Service, the end user agreement under which the Provider agrees to supply the Third-Party Service to the Customer, referred to in the Order Form; (ii) Third-Party Software, the end user agreement under which the Provider agrees to licence the Third-Party Software to the Customer, referred to in the Order Form , as varied from time to time in accordance with the terms of such Third-Party Terms.
"**UK GDPR**"	has the meaning given in section 3(10) (as supplemented by section 205(4)) of the DPA.
"**Usage Data**"	any information, data or materials generated by or derived from Customer and its Authorised User's receipt, operation or use of the applicable Hardware, Clear View Software, Third-Party Software, Clear View Services, Deliverables, and/or Output which may benefit the provision, performance, operation, security, support or improvement of the Hardware, Clear View Software, Clear View Services, Deliverables, including: - profiles, feature usage, patterns, learnings, predictions, configuration settings, user flows, performance and capacity metrics, response times, errors (and related support and analysis); - logs, event data, API calls, network data, infrastructure metrics, technical configurations; - data arising from support requests, incident reports, service tickets, feedback, bug reports, service communications, and related technical analysis;

- Customer Data which has been aggregated, anonymised or de-identified such that it does not identify, and cannot reasonably be used to identify, the Customer and/or any Authorised User.

"**Virus**"	any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

SCHEDULE 2 – DATA PROCESSING SCHEDULE

GENERAL DATA PROTECTION OBLIGATIONS

1. SECURITY

1.1. Each party shall at all times implement and maintain appropriate technical and organisational measures against accidental, unauthorised or unlawful processing, access, copying, modification, reproduction, display or distribution of personal data processed in connection with the Contract, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of such personal data.

1.2. Each party shall document the security measures referred to in clause 1.1 in writing and periodically review them to ensure they remain current, complete and appropriate to the risk.

2. PERSONAL DATA BREACHES

2.1. Each party shall notify the other in writing without undue delay and in any event within 48 hours of becoming aware of:

2.1.1. any personal data breach affecting personal data processed in connection with the Contract; or

2.1.2. any accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access to such personal data.

2.2. Where any of the circumstances in clause 2.1 arise, the notifying party shall, to the extent reasonably practicable, also provide the other party with such of the following written information as may reasonably be required: (a) a description of the nature of the incident, including (where possible) the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned; (b) the likely consequences of the incident; and (c) a description of the measures taken or proposed to be taken to address the incident, including, where appropriate, measures to mitigate its possible adverse effects.

2.3. Each party shall provide the other with reasonable co-operation and assistance in investigating and remediating any incident falling within clause 2.1, including providing reasonable access to relevant records and making relevant personnel available to answer reasonable questions. Neither party shall be required to provide access to systems, premises, information or personnel where to do so would be disproportionate, would prejudice that party's own legal proceedings or regulatory investigations, or would require disclosure of confidential third-party information.

2.4. Neither party shall proactively publicise or issue any press release relating to any such incident without the other's prior written consent, save that nothing in this clause shall prevent either party from:

2.4.1. complying with its own notification obligations under Data Protection Legislation or any other Applicable Laws; or

2.4.2. notifying its insurers or professional advisers on a confidential basis.

2.5. Each party shall bear its own costs in connection with a personal data breach investigation and remediation, save that where a personal data breach is caused or contributed to by a party's breach of this Schedule or its negligence, that party shall bear the other party's reasonable additional costs directly attributable to that breach.

3. INTERNATIONAL TRANSFERS

3.1. Neither party (nor any sub-processor engaged by Clear View) shall transfer or otherwise process personal data processed in connection with the Contract outside the United Kingdom without the prior written consent of the other party.

4. DATA RETURN AND DESTRUCTION

4.1. On termination of the Contract for any reason or expiry of its term, each party shall, within 30 days, securely delete or destroy all personal data of the other party in its possession or active control, or if directed in writing by the other party prior to such deletion, return the same. For the avoidance of doubt:

4.1.1. a party shall not be required to purge personal data from backup, archival or disaster recovery systems immediately, provided that such data is not actively accessed or used and is deleted in the ordinary course of that party's backup retention and deletion cycles; and

4.1.2. a party may retain personal data to the extent and for the period required by Applicable Laws, regulatory requirements or that party's internal retention policies, provided it notifies the other party accordingly and continues to treat such retained data as confidential and subject to the obligations of this Schedule.

4.2. Each party shall notify the other in writing once deletion or destruction of personal data held in its active systems has been completed, which notification shall be provided within 30 days of completing such deletion or destruction.

4.3. Where the Customer makes any request for deletion or return of Customer personal data under this clause 4 prior to the termination of the Contract and such request serves to hinder or prevent Clear View's performance of its obligations under the Contract, the Contract shall continue despite such reduced performance and the Charges which have been paid or which will become payable shall not be affected thereby.

5. TERM AND SURVIVAL

5.1. The obligations in this Schedule shall remain in full force and effect for so long as:

5.1.1. the Contract remains in effect; or

5.1.2. either party retains any personal data of the other party in its possession or control.

5.2. If a change in any Data Protection Legislation prevents either party from fulfilling all or part of its Contract obligations, the parties may agree to suspend the relevant processing until that processing complies with the new requirements. If the parties are unable to bring the processing into compliance within a reasonable period, either party may terminate the Contract on reasonable written notice to the other party.

6. SCOPE AND APPLICATION – CONTROLLER TO PROCESSOR

6.1. To the extent that Clear View processes Customer personal data on behalf of the Customer, for the purposes of Data Protection Legislation, the Customer is the controller and Clear View is the processor in respect of such processing.

6.2. The Customer retains control of the Customer personal data and remains responsible for its compliance obligations under Data Protection Legislation, including but not limited to providing any required notices and obtaining any required consents, and for the written processing instructions it gives to Clear View.

6.3. The subject matter, duration, nature and purpose of the processing, and the categories of personal data and data subject types in respect of which Clear View may process the Customer personal data, are set out in Annex 1 to this Schedule.

6.4. The Customer warrants and represents that Clear View's use of the Customer personal data in performance of its obligations under the Contract and in accordance with the Customer's written instructions will comply with Data Protection Legislation. The Customer shall ensure that it has all necessary appropriate consents and notices in place to enable the lawful transfer of Customer personal data to Clear View for the duration and purposes of the Contract.

7. CORE PROCESSING OBLIGATIONS

7.1. Clear View shall only process the Customer personal data to the extent, and in such a manner, as is necessary for the performance of the Contract and in accordance with the Customer's written instructions from time to time. Clear View shall not process the Customer personal data for any other purpose or in a way that does not comply with Data Protection Legislation. Clear View shall promptly notify the Customer if, in its reasonable opinion, any instruction from the Customer infringes Data Protection Legislation.

7.2. Clear View shall comply promptly with any reasonable Customer written instructions requiring Clear View to amend, transfer, delete or otherwise process the Customer personal data, or to stop, mitigate or remedy any unauthorised processing, provided that such instructions do not require Clear View to act in breach of Applicable Laws.

7.3. Clear View shall maintain the confidentiality of the Customer personal data and shall not disclose the Customer personal data to third parties unless the Customer or this Schedule specifically authorises the disclosure, or as required by Applicable Laws, a court or regulator (including the Information Commissioner). Where Applicable Laws permit, Clear View shall use reasonable endeavours to inform the Customer of such legal or regulatory requirement prior to compliance, but shall not be required to delay compliance with its legal obligations in order to do so.

7.4. Clear View shall, at the Customer's reasonable cost and expense, assist the Customer with meeting the Customer's compliance obligations under Data Protection Legislation, taking into account the nature of Clear View's processing and the information available to Clear View, including in relation to data subject rights, data protection impact assessments and reporting to and consulting with the Information Commissioner. Clear View shall have no obligation to provide such assistance until the parties have agreed the scope and applicable charges in advance in writing.

8. STAFF AND CONFIDENTIALITY

8.1. Clear View shall ensure that all its employees and any other persons with access to Customer personal data are informed of the confidential nature of the Customer personal data, are subject to binding written obligations of confidentiality and use restrictions, have undertaken appropriate training on Data Protection Legislation relating to their handling of Customer personal data, and are aware of Clear View duties and their own personal duties and obligations under Data Protection Legislation.

9. SUB-PROCESSORS

9.1. The Customer hereby grants Clear View a general written authorisation to engage sub-processors in connection with the processing of Customer personal data. Clear View shall notify the Customer in advance of any intended changes concerning the addition or replacement of any sub-processor, and the Customer may object to any such change within 10 Business Days of receiving such notice on reasonable, documented grounds relating to Data Protection Legislation. If the Customer does not object within that period, it shall be deemed to have consented to the change. If the Customer reasonably objects on demonstrable grounds within that period, the parties shall use reasonable endeavours to resolve the objection; if it cannot be resolved within a further 20 Business Days, either party may terminate the affected part of the Contract on 30 days' written notice, without liability for termination fees in respect of that affected part only.

9.2. Those sub-processors approved as at the commencement of the Contract are as listed in Annex 1. Clear View shall maintain an up-to-date list of active sub-processors and make it available to the Customer on request or via Clear View's website.

9.3. Clear View may only authorise a sub-processor to process Customer personal data if:

9.3.1. Clear View enters into a written contract with the sub-processor that imposes on the sub-processor data protection obligations substantially equivalent to those imposed on Clear View under this schedule, and upon the Customer's written request provides the Customer with copies of the relevant excerpts from such contracts;

9.3.2. Clear View maintains control over all Customer personal data it entrusts to the sub-processor; and

9.3.3. the sub-processor's contract terminates automatically on termination of the Contract for any reason.

9.4. Where a sub-processor fails to fulfil its data protection obligations, Clear View shall remain fully liable to the Customer for the sub-processor's performance of (or failure to perform) those obligations.

10. DATA SUBJECT RIGHTS

10.1. Where Clear View receives any complaint, notice or communication relating directly or indirectly to the processing of Customer personal data or to either party's compliance with Data Protection Legislation, Clear View shall notify the Customer in writing within 5 Business Days and, at the Customer's reasonable cost, provide the Customer with such information, co-operation and assistance as the Customer reasonably requires in order to respond to the same. Clear View shall not disclose Customer personal data to any data subject or to a third party other than in accordance with the Customer's written instructions, or as required by Applicable Laws.

11. DATA PROTECTION IMPACT ASSESSMENTS AND COMPLIANCE

11.1. Taking into account the nature of the processing and the information available to Clear View, and at the Customer's reasonable cost, Clear View shall provide the Customer with such information and assistance as the Customer reasonably requires in order to: (a) carry out any data protection impact assessments; (b) consult with the Information Commissioner or other supervisory authority prior to processing; (c) meet any other obligations under Data Protection Legislation which derive from such activities; and (d) subject to the Customer providing appropriate confidentiality undertakings, demonstrate compliance with Article 28 of the UK GDPR, save that this shall not require Clear View to disclose or permit access to any of its (or any third party's) confidential or commercially sensitive information.

12. RECORDS AND AUDIT

12.1. Clear View shall keep detailed, accurate and up-to-date written records regarding its processing of the Customer personal data, including records of processing activities to the extent required under Data Protection Legislation ("Records"), and shall provide the Customer with copies of relevant extracts from the Records upon reasonable written request.

12.2. No more than once in any rolling 12-month period (unless the Customer can demonstrate on reasonable grounds that a specific material breach of this Schedule has occurred or is actively occurring), the Customer may, on at least 30 Business Days' prior written notice, audit Clear View's compliance with this schedule. Any such audit shall be conducted during Normal Business Hours, at the Customer's sole cost and expense, and shall not require Clear View to provide access to systems, data, records, premises or personnel unrelated to the processing of Customer personal data, or to disclose confidential third-party information, legally privileged information or commercially sensitive information of Clear View. In lieu of permitting a direct audit, Clear View may in its sole discretion elect to satisfy the Customer's audit request by providing copies of relevant third-party audit reports, certifications or attestations (including ISO/IEC 27001 certification or SOC 2 reports) that are reasonably sufficient to verify Clear View compliance with Data Protection Legislation.

ANNEX 1 – DATA PROCESSING PARTICULARS – CONTROLLER TO PROCESSOR

Subject matter, nature and purpose:	The subject matter, nature and purpose of the processing is: Processing needed to supply, install, support and maintain the Hardware, Software, Clear View Software and Clear View Services. This includes remote or on-site technical support, troubleshooting and software updates, during which Clear View may access user account details, audit trail records and system logs held on the Customer's systems.
Data Subjects:	The personal data to be processed concerns the following categories of data subjects: The Customer's employees, contractors and other authorised users who operate, administer or receive support for the Clear View Products.
Categories of Personal Data:	The personal data to be processed falls within the following categories of data: Names, user names and log-in IDs, business contact details (email address and telephone number), and user activity records in audit trails and system logs (such as time-stamped actions, approvals and sign-offs).