

DELIVERABLE SCHEDULE – REDSTOR

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deliverable Schedule the following definitions apply:

“Documentation” means the current user guides and/or other material available in electronic format at support.redstor.com;

“EULA” means an end user licence agreement entered into, or to be entered into, between Redstor and the Customer available at www.redstor.com/end-user-licence-agreement;

“General Terms” means Switchshop's general terms of sale and supply, as updated from time to time;

“Redstor Services” means the Redstor services specified in the Order Form;

“Redstor” means Redstor Limited and other companies within the Redstor group and includes their agents, subcontractors and representatives;

“Order Form” means the order form in relation to Redstor software and/or services, signed or otherwise agreed on behalf of the Customer. The Order Form is an Acceptance (as defined in the General Terms);

“SLA” means the service level agreement provided by Redstor in respect of the Redstor Services as set out in the Support Schedule;

“Support Schedule” means the document setting out the processes for support and the service levels in relation to the Redstor Services available at <https://www.redstor.com/support-and-service-level-agreement/>.

1.2 Any capitalised words not defined above shall have the meaning given to them in the General Terms.

The rules of interpretation as set out in clause 1.2 of the General Terms shall also apply to this Deliverable Schedule.

2. APPLICATION OF THIS DELIVERABLE SCHEDULE

2.1 This Deliverable Schedule along with the Quotation, the Order Form and the General Terms together constitute the Contract between Switchshop and the Customer for the provision of the Redstor Services. The Contract supersedes any previously issued terms and conditions of supply and purchase.

2.2 The Redstor Services are a “Service” for the purposes of the General Terms.

3. DELIVERY OF THE REDSTOR SERVICE

3.1 Switchshop is acting as a reseller of the Redstor Services and is not the author or developer of the Redstor Services.

3.2 Switchshop shall use reasonable endeavours to procure that the Customer is provided access to the Redstor Services provided that they have first entered into the EULA. Switchshop shall use its reasonable endeavours to procure that Redstor maintains the Redstor Service and the availability of the Redstor Service in accordance with EULA, the Support Schedule and the SLA.

3.3 Pricing is based on standard data retention, where data is kept live on Redstor's storage platform for up to two full calendar months, and thereafter consolidated into a month-end. This month-end contains the data as selected during the last backup of the month. Two month-ends are held on the storage platform.

3.4 The Customer's use of the Redstor Service is subject to the terms of the EULA and the Documentation. The terms of the EULA, including any obligations of the Customer and any limitations set out in the EULA, shall apply between the Customer and Switchshop as though:

3.4.1 Switchshop was a party to that agreement in place of Redstor; and

3.4.2 any obligation of Redstor in the EULA is replaced by an obligation for Switchshop to procure that Redstor meets the relevant obligation.

4. PRICE AND BILLING

4.1 The Price for the Redstor Services are as set out in the relevant Quotation or Order Form.

4.2 Where the Price is stated to be on a “per GB” basis, the Customer will be charged monthly in arrears according to their usage for each GB (or part of a GB) of storage space used as part of the Redstor Service.

4.3 Where the Price is stated to be a fixed price for a storage limit the Customer will be charged in advance for the billing period specified on the Order Form.

- 4.4 Switchshop may vary the price of the Redstor Service annually at the beginning of any renewal term or at any other point at which the price at which Switchshop purchases the Redstor Service is increased.
- 4.5 If additional charges are incurred by Switchshop as a result of the Customer's use of services provided by Redstor that exceed the contracted Redstor Services, any such charges may be passed on to the Customer with the addition of a reasonable margin.
5. **LIMITATION OF LIABILITY**
- 5.1 The extent of the parties' liability under or in connection with this Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this paragraph 5.
- 5.2 The parties agree that the limitations in this paragraph 5 are reasonable given each party's respective commercial positions and their ability to obtain insurance in respect of the risks arising under or in connection with this Agreement.
- 5.3 In no event shall the total liability of Switchshop to the Customer, in respect of any single or numerous claims in aggregate, for all losses and damages arising under or in connection with this Agreement exceed an amount equal to the total amount actually paid to Switchshop under this Agreement in the twelve (12) months immediately preceding the date of the event giving rise to the liability.
- 5.4 Neither party shall be liable for any consequential, indirect or special loss.
- 5.5 Switchshop shall have no liability for any of the following losses of the Customer (whether direct or indirect):
- 5.5.1 loss of actual or anticipated profit;
 - 5.5.2 loss of actual or anticipated revenue;
 - 5.5.3 loss of contracts;
 - 5.5.4 loss of operation time;
 - 5.5.5 loss of production;
 - 5.5.6 loss or corruption of data;
 - 5.5.7 loss of commercial opportunity; or
 - 5.5.8 loss of savings, discount or rebate (whether actual or anticipated);
- 5.6 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited or excluded in any way in respect of the following:
- 5.6.1 death or personal injury; or
 - 5.6.2 fraud or fraudulent misrepresentation.
- 5.7 In respect of any indemnity given by either party under the Contract, the party which receives the benefit of the indemnity shall take all reasonable steps so as to reduce or mitigate the loss covered by the indemnity.

6. DATA PROTECTION

This paragraph 8 applies in relation to Personal Data provided directly to Switchshop by the Customer. The Customer acknowledges and agrees that, in relation to Personal Data, shared directly by the Customer with Redstor as part of its use of the Redstor Services, it shall enter into a data processing agreement directly with Redstor that will govern Redstor's processing of any such Personal Data.

The Data Protection Act 2018 shall be defined herein as the "DPA". "Data Controller", "Data Processor", "Personal Data", "Process", shall have the meanings ascribed to them by the DPA.

The type of Personal Data Processed pursuant to this Contract and the subject matter, duration, nature and purpose of the Processing, and the categories of data subjects, are as described in the relevant Order Form.

In respect of the parties' rights and obligations under this Contract regarding the Personal Data, the parties hereby acknowledge and agree that the Customer is the Data Controller and Switchshop is the Data Processor and accordingly Switchshop agrees that it shall Process all Personal Data in accordance with its obligations pursuant to this paragraphs 6.4 and 6.5. Notwithstanding any other provision in this Contract to the contrary, in relation to the Redstor Services the Customer:

- 6.4.1 will comply with the DPA at all times;
- 6.4.2 will, as between the parties, have sole responsibility for the accuracy and quality of the Personal Data and the means by which the Customer acquired the Personal Data;
- 6.4.3 shall ensure that it has all rights, consents and authority to permit Switchshop to lawfully Process such Personal Data;
- 6.4.4 agrees that it is responsible for implementing its own policies and decisions in relation to its compliance with DPA and for ensuring that those policies are in compliance with DPA;
- 6.4.5 agrees that Switchshop is not providing any advice to the Customer as to the Customer's compliance with the DPA;
- 6.4.6 agrees that Switchshop will not in respect of each instance be in breach of this Contract nor will Switchshop be in any other way liable to the Customer for and/or be responsible to the Customer for any consequences arising from Processing Personal Data where Switchshop has done so in accordance with the Customer instructions relating thereto;
- 6.4.7 agrees that the Customer policies in relation to its compliance with the DPA must be reasonable; and
- 6.4.8 agrees to undertake a proper review of the Redstor Services and the associated the Customer policies and/or instructions

reflected within the Redstor Services in relation to compliance with the DPA prior to putting the Redstor Services into operational use and the Customer agrees not to put the Redstor Services into operational use where such a review identifies any material risk of non-compliance with the DPA. The Customer agrees to keep the Redstor Services subject to such review on an ongoing basis and in particular will undertake such reviews prior to deploying any changes made to the Redstor Services by Redstor and/or Switchshop and the Customer agrees not to put any such changes into operational use where such a review identifies any material risk material in relation to data security measures and/or to applicable data protection laws; and

6.4.9 grants a general authorisation to Switchshop to appoint third party service providers as sub-processors to support the performance of the Redstor Services.

6.5 Notwithstanding any other provision in this Contract to the contrary the Customer agrees that in Processing Personal Data that Switchshop's obligations in this Contract are as follows:

6.5.1 Switchshop shall only Process the Personal Data in order to provide the Redstor Services and shall act only in accordance with this Contract and the Customer's written instructions issued from time to time;

6.5.2 Switchshop shall as soon as reasonably practicable upon becoming aware, inform the Customer if, in Switchshop's opinion, any instructions provided by the Customer infringe the DPA;

6.5.3 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Switchshop shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk in particular protection against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise Processed pursuant to this Contract;

6.5.4 Switchshop shall take reasonable steps to ensure the reliability of any of its staff who will have access to the Personal Data and ensure that anyone who accesses it shall respect and maintain all due confidentiality;

6.5.5 Switchshop shall without undue delay after becoming aware, notify the Customer of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or

otherwise Processed under this Contract ("Personal Data Breach");

6.5.6 Switchshop shall as soon as reasonably practicable following, and in any event within sixty (60) days of, termination or expiry of this Contract or completion of the Redstor Services, Switchshop will delete or return to the Customer (at the Customer's direction) all Personal Data (including copies thereof) Processed pursuant to this Contract;

6.5.7 Switchshop shall provide such assistance as the Customer reasonably requests (taking into account the nature of Processing and the information available to Switchshop) to the Customer in relation to the Customer's obligations under the DPA with respect to: (a) responding to requests from any data subject seeking to exercise its rights under the DPA; (b) data protection impact assessments (as such term is defined in the DPA); (c) notifications to the supervisory authority under the DPA and/or communications to data subjects by the Customer in response to any Personal Data Breach; and (d) the Customer's compliance with its obligations under the DPA with respect to the security of Processing; provided that in relation to the foregoing the Customer shall pay Switchshop's charges for providing such assistance at Switchshop's then current standard professional services rates.

6.6 Switchshop shall not cause or permit any Personal Data to be transferred or Processed outside the United Kingdom without first seeking the instructions of the Customer.

7. TERM AND TERMINATION

7.1 Subject to terms of this Contract, the Redstor Services will be made for the term specified in the Order Form or the Quotation.

7.2 Switchshop may terminate the Redstor Service at any time:

7.2.1 by providing no less than 30 days' written notice to the Customer; or

7.2.2 immediately, if Redstor ceases to provide the relevant Redstor Service or otherwise terminates its relationship with Switchshop.

7.3 In the event that the provision of the Redstor Services to the Customer is terminated other than as a result of a breach by the Customer of this Contract or the EULA or due to the occurrence of the circumstances set out in Clause 17 of the General Terms, then Switchshop will provide a pro-rata refund for any fees paid for any full months of the Redstor Service that were not made available.

8. UPDATES

Switchshop may update this Deliverable Schedule from time to time on providing reasonable notice to the Customer and Redstor. The Customer's continued use of the Redstor Services following

receipt of such notice shall constitute deemed acceptance of this Deliverable Schedule as updated.