Royal Mail Customers / iShipper Services Agreement

TERMS AND CONDITIONS

Please read these terms and conditions carefully. They set out the basis upon which you may use *Intelligent Shipper* for Royal Mail label production.

1.   Definitions

1.1   In the Agreement:

"**Account**" means an account enabling a person or system to access and use the iShipper Services by means of the GUI and/or the API;

"**Affiliate**" means an entity that Controls, is Controlled by, or is under common Control with the relevant entity;

"**Agreement**" means a contract between the parties incorporating these terms and conditions and the attachment hereto, along with any amendments to that contract from time to time;

"**API**" means:

(a)   the shipping-related application programming interface for the iShipper Services; and

(b)   any other application programming interface for the iShipper Services to be made available by Intersoft under the Agreement;

"**Business Day**" means any weekday other than a bank or public holiday in England;

"**Confidential Information**" means the Intersoft Confidential Information and the Customer Confidential Information;

"**Control**" means the legal power to control (directly or indirectly) the management of an entity (and "**Controlled**" should be construed accordingly);

"**Customer**" means the person or entity that agrees to these terms and conditions;

"**Customer Application**" means the software application(s) of the Customer that interact with the iShipper Services;

"**Customer Confidential Information**" means:

(a)   any information disclosed by or on behalf of the Customer to Intersoft at any time before the termination of the Agreement (whether disclosed in writing, orally or otherwise) that at the time of disclosure:

(i)   was marked as "confidential" or "in commercial confidence"; or

(ii)   should have been reasonably understood by Intersoft to be confidential;

(b)   the Customer Data;

(c)   the Customer Personal Data; and

(d)   access credentials and pricing information relating to the Customer's accounts with Royal Mail;

"**Customer Data**" means all data uploaded to or stored on the Platform by the Customer, or supplied by the Customer to Intersoft for uploading to or storage on the Platform;

"**Customer Indemnity Event**" has the meaning given to it in Clause 13.1;

"**Customer Personal Data**" means any Personal Data that is processed by Intersoft on behalf of the Customer in relation to the Agreement;

"**Data Protection Laws**" means all applicable laws relating to the processing of Personal Data including, while they are in force and applicable to Customer Personal Data, the UK Data Protection Act 2018 and the General Data Protection Regulation (Regulation (EU) 2016/679);

"**Documentation**" means the documentation for the iShipper Services produced by Intersoft and delivered or made available by Intersoft to the Customer;

"**Effective Date**" means the date upon which the Customer agrees to the terms of the Agreement;

"**Force Majeure Event**" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks, wars, epidemics and pandemics);

"**GUI**" means the web-based graphical user interface for the iShipper Services defined and made available by Intersoft;

"**Intellectual Property Rights**" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models and rights in designs);

"**Intersoft**" means Intersoft Systems and Programming Ltd, a company incorporated in England and Wales (registration number 02825778) having its registered office at 100 Victoria Embankment, London, United Kingdom, EC4Y 0HQ;

"**Intersoft Confidential Information**" means any information disclosed by or on behalf of Intersoft to the Customer at any time before the termination of the Agreement (whether disclosed in writing, orally or otherwise) that at the time of disclosure was marked or described as "confidential" or "in commercial confidence", or should have been understood by the Customer (acting reasonably) to be confidential;

"**iShipper Services**" means Intersoft's *Intelligent Shipper* system, which will be made available by Intersoft to the Customer as a service via the internet in accordance with the Agreement;

"**Local Application**" means any software application supplied by Intersoft for installation and use on computers controlled by the Customer;

"**Permitted Purpose**" means the purpose of shipping parcels using Royal Mail Services;

"**Personal Data**" has the meaning given to it in the Data Protection Laws applicable in the United Kingdom from time to time;

"**Platform**" means the platform managed by Intersoft and used by Intersoft to provide the iShipper Services, including the application and database software for the iShipper Services, the system and server software used to provide the iShipper Services, and the computer hardware on which that application, database, system and server software is installed;

"**Royal Mail**" means Royal Mail Group Limited, a company incorporated in England and Wales (registration number 4138203) having its registered address at 100 Victoria Embankment, London, EC4Y 0HQ;

"**Royal Mail Services**" means any services provided by Royal Mail that may transmit data to and/or from the iShipper Services;

"**Supported Web Browser**" means the current release from time to time of Microsoft Edge, Mozilla Firefox, Google Chrome or Apple Safari, or any other web browser that Intersoft agrees in writing shall be supported;

"**Term**" means the term of the Agreement, commencing in accordance with Clause 2.1 and ending in accordance with Clause 2.2; and

"**Transaction**" means a shipment made using the iShipper Services.

2. Term

2.1 The Agreement shall come into force upon the Effective Date.

2.2 The Agreement shall continue in force indefinitely, subject to termination in accordance with Clause 16 or any other provision of the Agreement.

3. Consideration

3.1 Intersoft agrees to provide services to the Customer in accordance with the Agreement in consideration for the Customer's purchase of parcel services from Royal Mail.

4. iShipper Services

4.1 Intersoft hereby grants to the Customer a worldwide, non-exclusive licence to use the iShipper Services by means of:

(a) the GUI, using a Supported Web Browser; and

(b) the API, using an integration with the Customer Application and/or using a Local Application,

in each case using the access credentials supplied by Intersoft, for the Permitted Purpose, in accordance with the Documentation and during the Term only.

4.2 The licence granted by Intersoft to the Customer under Clause 4.1 is subject to the following limitations:

(a) the GUI may only be used by the officers, employees, agents and subcontractors of the Customer; and

(b)   the API may only be used by the Customer Application and any Local Application.

4.3   Except to the extent expressly permitted in the Agreement or required by law on a non-excludable basis, the licence granted by Intersoft to the Customer under Clause 4.1 is subject to the following prohibitions:

(a)   the Customer must not sub-license its right to access and use the iShipper Services;

(b)   the Customer must not permit any third party to access or use the iShipper Services;

(c)   the Customer must not use the iShipper Services to provide services to third parties;

(d)   the Customer must not republish or redistribute any content or material from the iShipper Services (excluding, for the avoidance of doubt, Customer Data);

(e)   the Customer must not make any alteration to the Platform, except as permitted by the Documentation; and

(f)   the Customer must not conduct or request that any other person conduct any load testing, security testing or penetration testing on the Platform or iShipper Services without the prior written consent of Intersoft.

4.4   The Customer must not use the iShipper Services in any way that causes, or may cause, damage to the iShipper Services or Platform or impairment of the availability or accessibility of the iShipper Services.

4.5   The Customer must not use the iShipper Services in any way that results in excessive use of Platform resources. The Customer acknowledges that, in order to maintain Platform performance, Intersoft may limit use of the Platform by the Customer:

(a)   in accordance with any resource restrictions set out in the Documentation; and

(b)   in the event that the Customer's use of the Platform results in materially degraded Platform performance for other Platform users.

4.6   The Customer must not use the iShipper Services:

(a)   in any way that is unlawful, illegal, fraudulent or harmful; or

(b)   in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

4.7   The Customer shall use reasonable endeavours, including reasonable security measures relating to Account and API access credentials, to ensure that no unauthorised person may gain access to the iShipper Services.

4.8   For the avoidance of doubt, the Customer has no right to access the software code (including object code, intermediate code and source code) of the Platform, either during or after the Term.

4.9   Intersoft shall use reasonable endeavours to maintain the availability of the iShipper Services during the Term but does not guarantee continuous or uninterrupted availability.

4.10   Intersoft shall have no obligation to provide support services to the Customer.

5. **Local Applications**

5.1 If Intersoft supplies one or more Local Applications to the Customer, then the use of such Local Applications shall be governed by a separate end user licence agreement specified by Intersoft.

6. **Customer obligations**

6.1 Save to the extent that the parties have agreed otherwise in writing, the Customer must provide to Intersoft, or procure for Intersoft, such:

(a) co-operation, support and advice;

(b) information and documentation (including details of relevant Royal Mail account numbers and Royal Mail products and services); and

(c) governmental, legal and regulatory licences, consents and permits,

as are reasonably necessary to enable Intersoft to perform its obligations under the Agreement.

6.2 The Customer must ensure that, at the end of each Business Day when any relevant Transactions occurred, for all Royal Mail generated labels, the Customer:

(a) triggers an end of day manifesting process to confirm daily transactions; and

(b) provides a copy of such manifest to Royal Mail.

6.3 The Customer must provide to Intersoft, or procure for Intersoft, such access to the Customer's computer hardware, software, networks and systems as may be reasonably required by Intersoft to enable Intersoft to perform its obligations under the Agreement.

6.4 The Customer must ensure that the Customer Application complies, at the Effective Date, with the requirements set out in the Documentation, and continues to do so during the Term.

7. **Customer Data**

7.1 The Customer hereby grants to Intersoft a non-exclusive licence:

(a) to copy, reproduce, store, distribute, publish, export, adapt, edit and translate the Customer Data to the extent reasonably required for the performance of Intersoft's obligations and the exercise of Intersoft's rights under the Agreement; and

(b) to use the Customer Data to create aggregated data sets, providing that the aggregated data sets do not contain any Customer Personal Data or Customer Confidential Information and do not identify the Customer, and to use those aggregated data sets for any purpose relating to the business of Intersoft.

The Customer also grants to Intersoft the right to sub-license these rights to its hosting, connectivity and telecommunications service providers, subject to any express restrictions elsewhere in the Agreement.

7.2 The Customer warrants to Intersoft that the Customer Data will not infringe the Intellectual Property Rights or other legal rights of any person, and will not breach the provisions of any law, statute or regulation.

7.3   Without prejudice to the generality of Clause 7.2, the Customer warrants that the Customer Data, and its use by Intersoft in accordance with the Agreement, will not:

(a)   be libellous or maliciously false;

(b)   be obscene or indecent;

(c)   infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;

(d)   infringe any right of confidence, right of privacy or right under Data Protection Laws;

(e)   constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;

(f)   be in contempt of any court, or in breach of any court order;

(g)   constitute a breach of racial or religious hatred or discrimination legislation; or

(h)   constitute a breach of official secrets legislation.

7.4   The Customer shall ensure that the Customer Data does not contain any viruses, worms, spyware, adware or other harmful or malicious software, programs, routines, applications or technologies.

8.   Royal Mail Services

8.1   The iShipper Services are integrated with the Royal Mail Services, and the Customer acknowledges that the iShipper Services will not function properly if the Royal Mail Services are not accessible to the iShipper Services.

8.2   The supply of Royal Mail Services shall be under a separate contract or arrangement between the Customer and Royal Mail. Intersoft does not contract to supply the Royal Mail Services and is not a party to any contract for, or otherwise responsible in respect of, the provision of any Royal Mail Services. Fees may be payable by the Customer to Royal Mail in respect of the use of Royal Mail Services.

8.3   The Customer agrees that:

(a)   Customer Data will be transferred from the iShipper Services to Royal Mail; and

(b)   Intersoft has no control over, or responsibility in respect of, any disclosure, modification, deletion or other use of Customer Data by Royal Mail.

8.4   Without prejudice to its other obligations under this Clause 8, the Customer must ensure that it has in place the necessary contractual safeguards to ensure that both:

(a)   the transfer of relevant Customer Personal Data to Royal Mail is lawful; and

(b)   the use of relevant Customer Personal Data by Royal Mail is lawful.

8.5   The Customer warrants to Intersoft that the transfer of Customer Data by Intersoft to Royal Mail in accordance with this Clause 8 will not infringe any person's legal or contractual rights and will not put Intersoft in breach of any applicable laws.

8.6   Save to the extent that the parties expressly agree otherwise in writing and subject to
       Clause 14.1:

       (a)   Intersoft gives no warranties or representations in respect of any Royal Mail
              Services; and

       (b)   Intersoft shall not be liable to the Customer in respect of any loss or damage that
              may be caused by any Royal Mail Services or Royal Mail, including loss or
              damage arising out of changes to Royal Mail Services that are not notified to
              Intersoft and/or errors in information relating to Royal Mail Services provided to
              Intersoft by Royal Mail.

9.   Confidentiality obligations

9.1   Intersoft must:

       (a)   keep the Customer Confidential Information strictly confidential;

       (b)   not disclose the Customer Confidential Information to any person without the
              Customer's prior written consent, and then only under conditions of confidentiality
              no less onerous than those contained in the Agreement;

       (c)   use the same degree of care to protect the confidentiality of the Customer
              Confidential Information as Intersoft uses to protect Intersoft's own confidential
              information of a similar nature, being at least a reasonable degree of care; and

       (d)   act in good faith at all times in relation to the Customer Confidential Information.

9.2   The Customer must:

       (a)   keep the Intersoft Confidential Information strictly confidential;

       (b)   not disclose the Intersoft Confidential Information to any person without Intersoft's
              prior written consent, and then only under conditions of confidentiality no less
              onerous than those contained in the Agreement;

       (c)   use the same degree of care to protect the confidentiality of the Intersoft
              Confidential Information as the Customer uses to protect the Customer's own
              confidential information of a similar nature, being at least a reasonable degree of
              care; and

       (d)   act in good faith at all times in relation to the Intersoft Confidential Information.

9.3   Notwithstanding Clause 9.1 and 9.2, a party's Confidential Information may be disclosed
       by the other party to that other party's officers, employees, professional advisers,
       insurers, agents and subcontractors who have a need to access the Confidential
       Information that is disclosed for the performance of their work with respect to the
       Agreement and who are bound by a written agreement or professional obligation to
       protect the confidentiality of the Confidential Information that is disclosed.

9.4   No obligations are imposed by this Clause 9 with respect to a party's Confidential
       Information if that Confidential Information:

       (a)   is known to the other party before disclosure under the Agreement and is not
              subject to any other obligation of confidentiality;

       (b)   is or becomes publicly known through no act or default of the other party; or

(c)   is obtained by the other party from a third party in circumstances where the other party has no reason to believe that there has been a breach of an obligation of confidentiality.

9.5   The restrictions in this Clause 9 do not apply to the extent that any Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of either party on any recognised stock exchange.

9.6   Upon the termination of the Agreement, each party must immediately cease to use the other party's Confidential Information.

9.7   The provisions of this Clause 9 shall continue in force indefinitely following the termination of the Agreement.

10.   Data protection

10.1   Each party shall comply with the Data Protection Laws with respect to the processing of the Customer Personal Data.

10.2   The Customer warrants to Intersoft that it has the legal right to disclose all Personal Data that it does in fact disclose to Intersoft under or in connection with the Agreement.

10.3   The Customer shall only supply to Intersoft, and Intersoft shall only process, in each case under or in relation to the Agreement:

(a)   the Personal Data of data subjects falling within the following categories (or such other categories as may be agreed by the parties in writing): users of the iShipper Services; persons whose address data is processed by the iShipper Services; and

(b)   Personal Data of the following types (or such other types as may be agreed by the parties in writing): user account data and address data.

10.4   Intersoft shall only process the Customer Personal Data for the purposes of providing the services under the Agreement and communicating with the Customer.

10.5   Intersoft shall only process the Customer Personal Data during the Term and for not more than 30 days following the end of the Term, subject to the other provisions of this Clause 10.

10.6   Intersoft shall only process the Customer Personal Data on the documented instructions of the Customer (including with regard to transfers of the Customer Personal Data to any place outside the United Kingdom and the European Economic Area), as set out in the Agreement or any other document agreed by the parties in writing.

10.7   The Customer hereby authorises Intersoft to make the following transfers of Customer Personal Data:

(a)   Intersoft may transfer the Customer Personal Data internally to its own employees, offices and facilities in the United Kingdom, providing that such transfers must be protected by appropriate safeguards if required by the Data Protection Laws;

(b)   Intersoft may transfer the Customer Personal Data to its sub-processors referred to in Clause 10.13, providing that such transfers must be protected by any appropriate safeguards; and

(c)   Intersoft may transfer the Customer Personal Data to a country, territory or sector to the extent that the competent data protection authorities have decided that the country, territory or sector ensures an adequate level of protection for Personal Data.

10.8   Intersoft shall promptly inform the Customer if, in the opinion of Intersoft, an instruction from the Customer relating to the processing of the Customer Personal Data infringes the Data Protection Laws.

10.9   Notwithstanding any other provision of the Agreement, Intersoft may process the Customer Personal Data if and to the extent that Intersoft is required to do so by applicable law. In such a case, Intersoft shall inform the Customer of the legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

10.10   Intersoft shall ensure that persons authorised to process the Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

10.11   Intersoft and the Customer shall each implement appropriate technical and organisational measures to ensure an appropriate level of security for the Customer Personal Data.

10.12   Intersoft must not engage any third party to process the Customer Personal Data without the prior specific or general written authorisation of the Customer. In the case of a general written authorisation, Intersoft shall inform the Customer at least 14 days in advance of any intended changes concerning the addition or replacement of any third party processor, and if the Customer objects to any such changes before their implementation, then the Customer may terminate the Agreement on 7 days' written notice to Intersoft, providing that such notice must be given within the period of 7 days following the date that Intersoft informed the Customer of the intended changes. Intersoft shall ensure that each third party processor is subject to equivalent legal obligations as those imposed on Intersoft by this Clause 10.

10.13   Intersoft is hereby authorised by the Customer to engage, as sub-processors with respect to Customer Personal Data, third parties within the following categories: hosting services infrastructure services and server management services.

10.14   Intersoft shall, insofar as possible and taking into account the nature of the processing, take appropriate technical and organisational measures to assist the Customer with the fulfilment of the Customer's obligation to respond to requests exercising a data subject's rights under the Data Protection Laws.

10.15   Intersoft shall assist the Customer in ensuring compliance with the obligations relating to the security of processing of personal data, the notification of personal data breaches to the supervisory authority, the communication of personal data breaches to the data subject, data protection impact assessments and prior consultation in relation to high-risk processing under the Data Protection Laws. Intersoft may charge the Customer at its standard time-based charging rates for any work performed by Intersoft at the request of the Customer pursuant to this Clause 10.15.

10.16   Intersoft must notify the Customer of any Personal Data breach affecting the Customer Personal Data without undue delay and, in any case, not later than 36 hours after Intersoft becomes aware of the breach.

10.17 Intersoft shall make available to the Customer all information necessary to demonstrate the compliance of Intersoft with its obligations under this Clause 10. Intersoft may charge the Customer at its standard time-based charging rates for any work performed by Intersoft at the request of the Customer pursuant to this Clause 10.17.

10.18 Intersoft shall, at the choice of the Customer, delete or return all of the Customer Personal Data to the Customer after the provision of services relating to the processing, and shall delete existing copies save to the extent that applicable law requires storage of the relevant Personal Data. The Customer acknowledges that charges shall be payable with respect to the return of Customer Data at Intersoft's standard time-based charging rates.

10.19 Intersoft shall allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer in respect of the compliance of Intersoft's processing of Customer Personal Data with the Data Protection Laws and this Clause 10. Intersoft may charge the Customer at its standard time-based charging rates for any work performed by Intersoft at the request of the Customer pursuant to this Clause 10.19, providing that no such Charges shall be levied where the request to perform the work arises out of any breach by Intersoft of the Agreement or any security breach affecting the systems of Intersoft.

10.20 If any changes or prospective changes to the Data Protection Laws result or will result in one or both parties not complying with the Data Protection Laws in relation to processing of Personal Data carried out under the Agreement, then Intersoft may vary the Agreement in accordance with Clause 23.1.

11. Limited warranties

11.1 If Intersoft reasonably determines, or any third party alleges, that the use of the iShipper Services by the Customer in accordance with the Agreement infringes any person's Intellectual Property Rights, Intersoft may at its own cost and expense:

(a) modify the iShipper Services in such a way that they no longer infringe the relevant Intellectual Property Rights; or

(b) procure for the Customer the right to use the iShipper Services in accordance with the Agreement.

11.2 All of the parties' warranties and representations in respect of the subject matter of the Agreement are expressly set out in the Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of the Agreement will be implied into the Agreement or any related contract.

12. Acknowledgements and warranty limitations

12.1 The Customer acknowledges that complex software is never wholly free from defects, errors and bugs; and Intersoft gives no warranty or representation that the iShipper Services will be wholly free from defects, errors and bugs.

12.2 The Customer acknowledges that complex software is never entirely free from security vulnerabilities; and Intersoft gives no warranty or representation that the iShipper Services will be entirely secure.

12.3 The Customer acknowledges that the iShipper Services are designed to be compatible only with that software and those systems specified as compatible in the Documentation;

and Intersoft does not warrant or represent that the iShipper Services will be compatible with any other software or systems.

12.4   The Customer acknowledges that Customer Data to be imported into the iShipper Services must be in such formats and structures as Intersoft may specify from time to time.

12.5   Intersoft is not responsible for the quality of reproduction of any postage label, address or logo to the extent that the quality is affected by the Customer Application, any Customer hardware or any other Customer system.

12.6   Nothing in the Agreement shall operate to assign or transfer any Intellectual Property Rights from Intersoft to the Customer, or from the Customer to Intersoft.

13.   Indemnities

13.1   The Customer shall indemnify and shall keep indemnified Intersoft against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by Intersoft and arising directly or indirectly as a result of any claim that the Customer Data infringes any third party's Intellectual Property Rights (a "**Customer Indemnity Event**").

13.2   Intersoft must:

(a)   upon becoming aware of an actual or potential Customer Indemnity Event, notify the Customer;

(b)   provide to the Customer all such assistance as may be reasonably requested by the Customer in relation to the Customer Indemnity Event;

(c)   allow the Customer the exclusive conduct of all disputes, proceedings, negotiations and settlements with third parties relating to the Customer Indemnity Event; and

(d)   not admit liability to any third party in connection with the Customer Indemnity Event or settle any disputes or proceedings involving a third party and relating to the Customer Indemnity Event without the prior written consent of the Customer.

14.   Limitations and exclusions of liability

14.1   Nothing in the Agreement will:

(a)   limit or exclude any liability for death or personal injury resulting from negligence;

(b)   limit or exclude any liability for fraud or fraudulent misrepresentation;

(c)   limit any liabilities in any way that is not permitted under applicable law; or

(d)   exclude any liabilities that may not be excluded under applicable law.

14.2   The limitations and exclusions of liability set out in this Clause 14 and elsewhere in the Agreement:

(a)   are subject to Clause 14.1; and

(b)   govern all liabilities arising under the Agreement or relating to the subject matter of the Agreement, including liabilities arising in contract, in tort (including negligence)

and for breach of statutory duty, except to the extent expressly provided otherwise in the Agreement.

14.3 Intersoft shall not be liable to the Customer in respect of any losses arising out of a Force Majeure Event.

14.4 Intersoft shall not be liable to the Customer in respect of:

(a)   any loss of profits or anticipated savings;

(b)   any loss of revenue or income;

(c)   any loss of use or production; or

(d)   any loss of business, contracts or opportunities.

14.5 Intersoft shall not be liable to the Customer in respect of any loss or corruption of any data, database or software; providing that this Clause 14.5 shall not apply to any liability of Intersoft under Clause 10.

14.6 Intersoft shall not be liable to the Customer in respect of any special, indirect or consequential loss or damage.

14.7 The liability of Intersoft to the Customer under the Agreement in respect of any event or series of related events shall not exceed GBP 5,000, providing that this Clause 14.7 shall not apply to any liability of Intersoft under Clause 10.

14.8 The aggregate liability of Intersoft to the Customer under the Agreement shall not exceed GBP 25,000.

15.   Force Majeure Event

15.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under the Agreement, that obligation will be suspended for the duration of the Force Majeure Event.

16.   Termination

16.1 The Customer may terminate the Agreement immediately at any time by giving written notice of termination to Intersoft.

16.2 Intersoft may terminate the Agreement:

(a)   if the Customer's contract for the Royal Mail Services has terminated, by revoking access to the iShipper Services; and

(b)   otherwise, by giving to the Customer not less than 30 days' written notice of termination.

16.3 Either party may terminate the Agreement immediately by giving written notice of termination to the other party if the other party commits any breach of the Agreement.

16.4 The Agreement will automatically terminate if the Customer ceases to use the iShipper Services for a period exceeding 12 months and Intersoft subsequently deletes the Customer Data from the Platform.

17. Effects of termination

17.1 Upon the termination of the Agreement, all of the provisions of the Agreement shall cease to have effect, save that the following provisions of the Agreement shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1, 4.8, 7.1, 8.6, 9, 10, 12, 13, 14, 17, 19, 20, 21, 22, 23, 24 and 25.

17.2 Except to the extent that the Agreement expressly provides otherwise, the termination of the Agreement shall not affect the accrued rights of either party.

18. Subcontracting

18.1 Subject to any express restrictions elsewhere in the Agreement, Intersoft may subcontract any of its obligations under the Agreement.

18.2 Intersoft shall remain responsible to the Customer for the performance of any subcontracted obligations.

19. Assignment

19.1 Save to the extent expressly permitted by applicable law, Intersoft must not assign, transfer or otherwise deal with Intersoft's contractual rights and/or obligations under the Agreement without the prior written consent of the Customer, such consent not to be unreasonably withheld or delayed, providing that Intersoft may assign the entirety of its rights and obligations under the Agreement to any Affiliate of Intersoft or to any successor to all or a substantial part of the business of Intersoft from time to time.

19.2 The Customer acknowledges that Intersoft is subject to special legal restrictions relating to the persons with whom it may contract. Accordingly, and save to the extent expressly permitted by applicable law, the Customer must not assign, transfer or otherwise deal with the Customer's contractual rights and/or obligations under the Agreement without the prior written consent of Intersoft.

20. No waivers

20.1 No breach of any provision of the Agreement will be waived except with the express written consent of the party not in breach.

20.2 No waiver of any breach of any provision of the Agreement shall be construed as a further or continuing waiver of any other breach of that provision or any breach of any other provision of the Agreement.

21. Severability

21.1 If a provision of the Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

21.2 If any unlawful and/or unenforceable provision of the Agreement would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

22. Third party rights

22.1 The Agreement is for the benefit of the parties and is not intended to benefit or be enforceable by any third party.

22.2 The exercise of the parties' rights under the Agreement is not subject to the consent of any third party.

23. Variation

23.1 Intersoft may from time to time publish a new version of the Agreement on the Platform. When a Customer user first logs into the iShipper Services by means of the GUI after such publication, the Customer will be asked to accept the varied Agreement. The variation of the Agreement will be effective from the time of such acceptance or, if earlier, from the time when Intersoft sends to the Customer a written notice of the variation (which may be incorporated into release notes for the iShipper Services). If the Customer does not agree to any such variation, the Customer's only remedy is to terminate the Agreement in accordance with Clause 16.

23.2 The Customer warrants to Intersoft that all Customer users that may log into the iShipper Services by means of the GUI shall have authority to bind the Customer to variations of the Agreement in accordance with Clause 23.1.

23.3 The Agreement may only be varied in accordance with the foregoing, or by means of a written document signed by or on behalf of each party.

24. Entire agreement

24.1 These terms and conditions shall constitute the entire agreement between the parties in relation to the subject matter of the Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

24.2 Neither party will have any remedy in respect of any misrepresentation (whether written or oral) made to it upon which it relied in entering into the Agreement.

24.3 The provisions of this Clause 24 are subject to Clause 14.1.

25. Law and jurisdiction

25.1 The Agreement shall be governed by and construed in accordance with English law.

25.2 Any disputes relating to the Agreement shall be subject to the exclusive jurisdiction of the courts of England.

ATTACHMENT 1: Data Transfer Agreement

This data transfer agreement (the "**DTA**") supplements data processing clauses in the main body of these terms and conditions (the "**Services Agreement**"). This DTA applies where the provision of those services involves an international transfer of personal data by Intersoft that is restricted under EU or UK data protection laws.

1.   Definitions

1.1   In this DTA, in addition to the words and phrases defined in the Services Agreement:

"**Applicable Safeguards**" means:

(a)   in relation to Restricted Transfers under the EU GDPR to a person that acts as controller of the transferred Personal Data, the standard contractual clauses approved by the European Commission in Decision 2001/497/EC;

(b)   in relation to Restricted Transfers under the EU GDPR to a person that acts as processor of the transferred Personal Data, the standard contractual clauses approved by the European Commission in Decision 2010/87/EU;

(c)   in relation to Restricted Transfers under the UK GDPR to a person that acts as a controller of the transferred Personal Data, the standard contractual clauses referred to in (a) above as transposed in accordance with the UK GDPR for use in relation to the UK GDPR; and

(d)   in relation to Restricted Transfers under the UK GDPR to a person that acts as a processor of the transferred Personal Data, the standard contractual clauses referred to in (b) above as transposed in accordance with the UK GDPR for use in relation to the UK GDPR,

subject in each case to Clause 5.1;

"**Customer Personal Data**" means:

(a)   any Personal Data that is processed by Intersoft on behalf of the Customer under the Services Agreement;

(b)   any other Personal Data that is provided by the Customer to Intersoft in connection with the Services Agreement from time to time;

"**EU GDPR**" means the EU General Data Protection Regulation 2016/679, as amended, superseded or replaced from time to time;

"**Restricted Transfer**" means an international transfer of Customer Personal Data made by the Customer to Intersoft, or by Intersoft, or by any person acting on Intersoft's behalf, that is:

(a)   restricted under Article 44 of the EU GDPR and is not to a jurisdiction that the Commission has decided ensures an adequate level of protection under Article 45 of the EU GDPR; and/or

(b)   restricted under the Article 44 of the UK GDPR and is not to a jurisdiction that is the subject of adequacy regulations under Section 17A of the Data Protection Act 2018; and

"**UK GDPR**" means EU GDPR as incorporated into UK law by the Data Protection Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019, as amended, superseded or replaced from time to time.

2. Term

2.1   This DTA shall come into force at the start of 1 January 2021 and shall continue in force until the termination of the Services Agreement.

3. Transfers

3.1   The parties agree that all Restricted Transfers of Customer Personal Data shall be subject to the relevant Applicable Safeguards, which are deemed in each case to be completed using the information set out in Schedule 1.

3.2   The relevant Applicable Safeguards are hereby incorporated into the Services Agreement, but only with respect to each specific Restricted Transfer and the Customer Personal Data that is the subject of each specific Restricted Transfers.

4. Protection and conflicts

4.1   If Applicable Safeguards under both the EU GDPR and the UK GDPR apply, then those provisions specifying a higher standard of protection for the relevant Personal Data shall apply in place of those specifying a lower standard of protection.

4.2   If there is a conflict between the Applicable Safeguards as applied by this DTA and the provisions of the Services Agreement, then the Applicable Safeguards shall take precedence.

5. Changes

5.1   Intersoft may by giving at least 30 days' written notice to the Customer change the Applicable Safeguards that apply to any Restricted Transfers to the extent permitted by the EU GDPR and/or the UK GDPR, and in particular:

(a)   with respect to the EU GDPR, if the Commission decides that new or alternative standard contractual clauses shall apply;

(b)   with respect to the UK GDPR, if the UK Secretary of State makes regulations specifying that new or alternative standard contractual clauses shall apply.

5.2   The parties acknowledge that Applicable Safeguards may cease to be required by this DTA, and accordingly may cease to apply:

(a)   with respect to the EU GDPR, because of a Commission decision that a jurisdiction ensures an adequate level of protection under Article 45 of the GDPR;

(b)   with respect to the UK GDPR, because of adequacy regulations under Section 17A of the Data Protection Act 2018.

5.3   Without prejudice to Intersoft's rights under Clause 5.1, if any changes or prospective changes to the Data Protection Laws result or will result in one or both parties not complying with the Data Protection Laws in relation to Restricted Transfers carried out under the Services Agreement, then the parties shall use their best endeavours promptly to agree such variations to this DTA as may be necessary to remedy such non-compliance.

SCHEDULE 1 (TRANSFER Information)

The data exporter	
Name of the data exporting organisation:	The Customer, as specified above
Address and country of establishment:	As specified by the Customer using the Platform.
Telephone:	N/A
Fax:	N/A
Email:	N/A
Other information needed to identify the organisation:	N/A

The data importer:	
Name of the data exporting organisation:	Intersoft, as specified above
Address and country of establishment:	As specified above
Telephone:	N/A
Fax:	N/A
Email:	N/A
Other information needed to identify the organisation:	N/A

Applicable data protection standards
The data processing principles set forth in Annex A to the standard contractual clauses.

Additional commercial clauses
As set out in the Services Agreement.

Any optional clauses regarding indemnification, dispute resolution, allocation of costs, termination, priority, effective date
Not included.

Appendix 1 details	
Data exporter (please specify briefly your activities relevant to the transfer):	The data exporter is a customer for the services of Intersoft
Data importer (please specify briefly activities relevant to the transfer):	The data importer provides hosted parcel delivery management services

Data subjects The personal data transferred concern the following categories of data subjects (please specify):	Employees and other personnel of the Customer that use Intersoft's services or communicate with Intersoft in relation to those services; and recipients of parcels processed using Intersoft's services
Categories of data The personal data transferred concern the following categories of data (please specify):	Names, addresses, telephone numbers, email addresses, user account information, parcel and delivery information
Special categories of data (if appropriate) The personal data transferred concern the following special categories of data (please specify):	None
Processing operations The personal data transferred will be subject to the following basic processing activities (please specify):	Copying, storage, transmission, printing and analysis

Appendix 2 details

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c):

The Data Importer has implemented and will maintain appropriate technical and organisational measures, internal controls and information security routines intended to protect Customer Data. The technical and organisational measures, internal controls, and the information security standards.

Security Standards

The Data Importer maintains and enforces various policies, standards and processes designed to secure Personal Data and other data to which The Data Importer employees are provided access. Following is a description of some of the core technical and organisational security measures implemented by The Data Importer.

Physical Security. The Data Importer will maintain commercially reasonable security systems at all The Data Importer sites at which an information system that uses or houses Personal Data is located. The Data Importer reasonably restricts access to such Personal Data appropriately.

Organisational Security. The Data Importer will implement security policies and procedures to classify sensitive information assets, clarify security responsibilities and promote awareness for employees.

The Data Importer implements a security awareness program to train personnel about their security obligations. This program includes training about data classification obligations; physical security controls; security practices and security incident reporting.

The Data Importer will conduct periodic risk assessments and review and, as appropriate, revise its information security practices at least annually or whenever there is a material change in The Data Importer's business practices that may reasonably affect the security, confidentiality or

integrity of Personal Data, provided that The Data Importer will not modify its information security practices in a manner that will weaken or compromise the confidentiality, availability or integrity of Personal Data.

The Data Importer carries out due-diligence checks on its data processing partners & service providers to ensure ongoing compliance and minimisation of data related incidents.

Incident Management. The Data Importer maintains an information security incident management program that provides timely response and notification as appropriate to security incidents to protect personal data.

Monitoring. The Data Importer monitors its systems by logging security-related events, alerting on suspicious activity, and conducting further analysis

Network Security. The Data Importer maintains network security using commercially available equipment and industry standard techniques, including firewalls, DDOS protection, Multi-factor authentication, intrusion detection and/or prevention systems, access control lists and routing protocols.

Access Control. The Data Importer will maintain appropriate access controls, including, but not limited to, restricting access to Personal Data to the minimum number of The Data Importer personnel who require such access to perform their duties.

The Data Importer will require personnel to comply with its Information Security Program prior to providing personnel with access to Personal Data.

Only authorized staff can grant, modify or revoke access to an information system that uses or houses Personal Data.

User administration procedures define user roles and their privileges, and how access is granted, changed and terminated; address appropriate segregation of duties.

All employees of The Data Importer are assigned unique User-IDs.

Access rights are implemented adhering to the "least privilege" approach.

Data Security. The Data Importer will encrypt, using industry-standard encryption, all sensitive data that The Data Importer: (i) transmits or sends wirelessly or across public networks; (ii) stores on laptops or storage media; and (iii) stores on portable devices, where technically feasible. The Data Importer will safeguard the security and confidentiality of all encryption keys associated with encrypted Sensitive Information / Personal Data.

Data masking will be implemented where feasible to minimize exposure of sensitive data.

Virus and Malware Controls. The Data Importer installs and maintains anti-virus and malware protection software on the system to protect Personal Data from anticipated threats or hazards and protect against unauthorized access to or use of Personal Data.

Availability. The Data Importer has the functionality of restoring from backups for business-critical processes and restoring the availability of and access to personal data in a timely manner in the event of a physical or technical incident.

Third party hosting providers are utilised to provide stable & secure infrastructure to improve availability of The Data Importers products and services.