



Master Service Agreement

Posted as of: 09 February, 2022
Effective as of: 09 February, 2022

The Agreement between Vatix and the Customer (the Agreement) is made up of the following:							
Vatix Master Service Agreement CLICK HERE	These are Vatix's standard terms and include all general terms that apply to Vatix's Services and the parties						
Service Specific Terms <table border="1"><tr><td>Alarms</td><td>CLICK HERE</td></tr><tr><td>Incidents</td><td>CLICK HERE</td></tr><tr><td>Workflows</td><td>CLICK HERE</td></tr></table>	Alarms	CLICK HERE	Incidents	CLICK HERE	Workflows	CLICK HERE	These are additional terms that apply to the particular Vatix Service ordered by the Customer and include a description of the Vatix Service <i>This document includes details of the Processing Requirements for Customer Personal Data</i> <i>This document has priority over the Vatix Master Service Agreement for the particular Vatix Service</i>
Alarms	CLICK HERE						
Incidents	CLICK HERE						
Workflows	CLICK HERE						
Data Processing Addendum CLICK HERE	This sets out the terms that apply to the Processing of Customer Personal Data <i>This document has priority over the Vatix Master Service Agreement, the Service Specific Terms and the Order Form in respect of the Processing of Customer Personal Data</i>						
Order Form	This sets out details of the particular Vatix Service(s) ordered by the Customer						

1 Definitions and interpretation

Additional Charges List means Vatix's list of additional charges that may be incurred by the Customer in respect of a Vatix Service (as may be amended from time to time by Vatix). A copy of the list can be viewed by clicking the link in the Order Form
Agreed Payment Method means a Recurring Payment Instruction or other the payment method shown in the Order Form
Anonymised Data has the meaning given in the Data Processing Addendum
Applicable Law means all laws, regulations and codes of practice that apply to the party to which the term refers
Charges means all charges in addition to the Fees that are to be paid for by the Customer as may be changed by Vatix in accordance with clause 5.5 (Price reviews)
Confidential Information means: (a) in the case of Vatix, the Vatix Confidential Information; and (b) in the case of the Customer, Customer Data, details of its Users, its suppliers, its finances, bank and payment card details; Information that the other party has in its possession other than due to a breach of the Agreement is not to be treated as Confidential Information under the Agreement
Customer Account means the Customer's account with Vatix
Customer Data means any content and documents that the Customer or any User uploads into the relevant Vatix Service (excluding data owned by Vatix or Vatix's licensor(s))
Feedback means suggestions, comments, improvements, information, ideas or other feedback or related materials about Vatix or Vatix Services given by the Customer or any person acting on behalf of the Customer
Fees means Vatix's fees for providing the relevant Vatix Service as set out in the Order Form as may be changed by Vatix in accordance with clause 5.5 (Price reviews)
Insolvency Event means the party to which the term refers: (a) ceases, or threatens to cease, to carry on the whole or a substantial part of its business; (b) becomes unable to pay its debts as and when they fall due, makes an arrangement or composition with its creditors or goes into liquidation;

<p>(c) is the subject of the commencement of any insolvency proceedings, the passing of a resolution for its winding up, the giving of a notice of appointment or intention to appoint an administrator or liquidator (which is not dismissed, withdrawn or set aside within 14 (fourteen) days after presentation); or</p> <p>(d) has an administrator, an administrative receiver, trustee or similar appointed over all or any of its assets</p>
<p>Order Form means the order form for one or more Subscriptions that has been prepared by Vatix , signed by the Customer and accepted by Vatix</p>
<p>Recurring Payment Instruction means a mandate given by the Customer to Vatix (such as a direct debit mandate or agreement charge to a credit card) permitting Vatix to take payment for Fees, Charges and other amounts due under the Agreement</p>
<p>Renewal Term means, for Monthly Subscriptions (i.e. a Subscription Term of a single month), a period of 1 (one) month and, in all other cases, a period of 12 (twelve) months</p>
<p>Security Measures means the technical and organisational security measures to be implemented and maintained for the relevant Vatix Service which are further described in the Vatix Service FAQs as such measures may be upgraded from time to time</p>
<p>Start Date means the date specified on the Order Form for the particular Vatix Service to commence or, if none is specified, the date that the Customer or any of its Users first accesses the relevant Vatix Service</p>
<p>Sub-processors List means the list of potential sub-processors used by Vatix in the performance of the Agreement as may be amended from time to time by Vatix. The prevailing list of sub-processors is at https://vatix.com/legal/sub-processors</p>
<p>Subscription the take up of a particular Vatix Service (including Fees and Charges) as specified in the Order Form</p>
<p>Subscription Term means the term of the Subscription which will be the Initial Term together with each Renewal Term</p>
<p>User means an individual person such as an employee, contractor, agent of the Customer who uses a Vatix Service under a Subscription under the Customer Account</p>
<p>Vatix Confidential Information means:</p> <ul style="list-style-type: none"> (a) the terms of any Change Addendum; (b) information regarding the performance of any or all of the Vatix Services; (c) the content of any Audit Report(s) provided under the Data Processing Addendum; (d) details of any other Vatix customers; (e) details of any Vatix suppliers; (f) details of Vatix’s finances; (g) details of Vatix’s business plans; (h) details of any security incident affecting any or all of the Vatix Services (save to extent and person it is necessary to provide details to in order to comply with Applicable Law); and (i) anything that Vatix expressly designates as confidential when it is provided to the Customer.
<p>Vatix Service means a service made available by Vatix on the terms of the Agreement with the options being shown on https://vatix.com/ and Vatix Services means more than one of them</p>
<p>Vatix Service FAQs means the document prepared by Vatix (as may be updated by Vatix from time to time) that sets out answers to the usual questions posed by customers in order that each customer can assess whether to use the Vatix Services. A copy of the latest version of the Vatix FAQs can be obtained from https://vatix.com/legal/vatix-faq</p>
<p>Vatix User Guide means Vatix’s user guide or any other guide for the particular Vatix Service as may be updated from time to time by Vatix</p>

All other capitalised terms used, but not defined in this Master Service Agreement have the meanings given in the other documents forming the Agreement.

All references in the Agreement to legislation, codes of practice, codes of conduct, regulations or other rules mean those things as may be amended or replaced from time to time.

All references in the Agreement to writing include email provided the address referred to in [clause 9.14](#) is used.

2 Account registration and use

2.1 **Registration.** The Customer and each of its authorised Users may need to register to access or use a Vatrix Service. The Customer will ensure that the registration information provided by it and its authorised Users is accurate and complete and that it is kept up to date.

2.2 **No sharing.** The Customer may authorise any person to be an authorised User of its Subscription for a Vatrix Service but the Customer Account is solely for use by the Customer and the Customer will not use it for any other purpose or share it with its affiliates, other group companies or any other person.

If any affiliate or group company wishes to take up a Vatrix Service for itself, it will need its own Vatrix Customer Account and Subscription.

2.3 **Privacy.** Vatrix will process all personal data within the Customer Account in accordance with Vatrix's prevailing privacy policy (see <https://vatix.com/privacy>). The Customer will provide all transparency information required by Data Protection Law and obtain all consents necessary to ensure that Vatrix's use of personal data for the provision of the Vatrix Service(s) and under the Agreement is lawful. Vatrix will be entitled to remove any Customer Data from its systems in order to comply with Applicable Law.

The Customer hereby indemnifies Vatrix and will hold Vatrix harmless against any third party claims (including any intervention by a regulator) that Vatrix's possession or use of the Customer Data as described in the Agreement infringes the privacy, data protection or other rights of that person or any other person.

2.4 **Access controls.** The Customer is responsible for ensuring that all passwords and other access controls provided by or on behalf of Vatrix or used by the Customer or its authorised Users for access to, or use of, the Vatrix Services are kept secure and strictly confidential. The Customer will immediately terminate each User's access to the Vatrix Service once that User ceases to be an authorised User.

The Customer is responsible for all things done by it or its Users under the Customer Account.

2.5 **Security Measures.** Vatrix will implement the Security Measures to protect the Customer Account and the particular Vatrix Service. Customer confirms that such measures are satisfactory to meet its requirements.

A link to the Security Measures can be found at <https://vatix.com/legal/security-measures>

2.6 **Security breach.** The Customer will, immediately when it becomes aware of any breach of security or unauthorised use of the Customer Account, notify Vatrix and change all affected passwords.

3 Vatrix Services

3.1 **Service options.** Vatrix offers various Vatrix Services some of which have optional features for the Customer to choose from.

Vatrix reserves the right to update the features and options included for each Vatrix Service and to update the Vatrix User Guide without notice

3.2 **Additional contract terms.** Each Vatrix Service has its own Service Specific Terms and the relevant Service Specific Terms will apply to each Subscription that the Customer has ordered on the Order Form.

Links to each of the Service Specific Terms can be found in the Order Form and also at the start of this Master Service Agreement.

3.3 **Vatrix Service suitability.** All Vatrix Services are standard services and not developed specifically for the Customer. The Customer is responsible for determining whether each Vatrix Service it orders and/or uses is suitable for its needs and is satisfactory to comply with the Customer's obligations under Applicable Law.

If the Customer determines that an impact assessment is required, Vatrix will be entitled to charge the Customer on a time and materials basis. Charge rates are shown in the Additional Charges List prevailing at the time.

3.4 **Software updates and fixes.** Although Vatrix thoroughly tests its software before it is released for use on its platforms, the Customer acknowledges that no software is guaranteed to be without defects. If the Customer discovers what it believes to be a defect in any particular Vatrix Service, it will notify Vatrix by email to support@vatrix.com together with supporting information to enable Vatrix to recreate and assess whether it is in fact a defect and, if appropriate, provide a fix. Vatrix does not guarantee that every fault can be fixed and may, instead, offer a workaround. The Customer acknowledges and accepts that fixes to address defects discovered by Vatrix or other customers will be deployed to the live version used by all customers.

3.5 **Use of Sub-processors.** The Customer acknowledges and accepts that Vatrix may use Sub-processors to help provide each Vatrix Service.

A link to the list of Vatrix sub-processors can be found in our Sub-Processors List at <https://vatrix.com/legal/sub-processors>. Vatrix may change any of its Sub-processors at any time and will publish details on its website at this link.

3.6 **Data protection.** When processing personal data as a processor for the Customer during the course of providing a Vatrix Service, the provisions of the Data Processing Addendum will apply and each party will comply with it.

A link to the Data Protection Addendum can be found in the Order Form and also at the start of this Master Service Agreement.

3.7 **Subscription.** All Vatrix Services are subscription-based services with some offering device hire and purchase options. Each Subscription ordered by the Customer will be set out on one or more Order Forms and will include the Start Date for, the Initial Term, the number of Users and the number of licences for the relevant Subscription.

3.8 **Subscription Term.** Each Subscription will start on the Start Date for the particular Vatrix Service and will continue for the Initial Term. At the end of the Initial Term, subject to cancellation of the Subscription in accordance with [clause 6 \(Suspension, cancellation and termination\)](#), the Subscription will automatically renew for a Renewal Term and will continually renew for successive Renewal Terms on the same basis.

The Agreement will terminate automatically when there are no active Subscriptions for any Vatrix Services.

3.9 **Restrictions.** Except as set out in the Agreement or as is specifically allowed in law that cannot be excluded, the Customer will not (and will ensure its Users do not):

- (a) allow the Customer Account to be shared with any affiliate or group company or any other person;
- (b) use or allow any other person to use the Vatrix Services for anything other than the Customer's own internal purposes;
- (c) copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, transmit or distribute all or any part of any Vatrix Service in any form or media or by any means except as strictly necessary to use the Vatrix Service;
- (d) publish any Vatrix Confidential Information;
- (e) decompile, disassemble, reverse engineer or otherwise reduce to human readable form all or any part of any of the Vatrix Services;
- (f) do anything to interfere with any usage tracking or monitoring so as to avoid Charges;

- (g) access any Vatrix Service in order to build a product or service that competes with the Vatrix Service;
- (h) use the Service to provide services to third parties;
- (i) license, sell, rent, lease, transfer, assign, distribute, display, disclose or otherwise commercially exploit or otherwise make any Vatrix Services available to any third party except Users;
- (j) attempt to obtain, or assist third parties other than Users in obtaining, access to the Vatrix Services, other than as provided under this Agreement;
- (k) introduce or permit the introduction of, any virus or other disabling code into any Vatrix Service;
- (l) remove or obscure any proprietary or other notices contained in any Vatrix Service, including in any reports or output obtained from the Vatrix Service; or
- (m) use or permit any Vatrix Services to be used for any unlawful or misleading purpose, or any manner inconsistent with the Agreement.

Non-compliance with these Restrictions is a material breach of the Agreement that cannot be remedied and for which, in addition to any and every other remedy available to Vatrix, Vatrix will be entitled to suspend each Subscription and terminate the Agreement without any liability whatsoever to the Customer.

The Customer hereby indemnifies Vatrix and will hold Vatrix harmless against any third party claims (including any intervention by a regulator) due to the Customer's failure to comply with the Restrictions.

3.10 **Trials and pilots.** Vatrix may, from time to time at its discretion make available to the Customer trials and pilots for one or more Vatrix Services.

Trials and pilots are subject to separate terms which will be made available at the time.

4 Intellectual property and grant of licences

4.1 **Ownership of Vatrix Services.** All intellectual property rights in and to the Vatrix Services and Vatrix User Guide and Vatrix Confidential Information are owned by Vatrix and/or its licensors. Nothing in the Agreement transfers the intellectual property rights to the Customer, any Users or any other person. All rights not expressly granted under the Agreement in respect of the Vatrix Services, Vatrix Documentation and Vatrix Confidential Information are reserved to Vatrix.

4.2 **Grant of Vatrix licences.** The grant of licences for each Vatrix Service is shown in the relevant Service Specific Terms. In addition, Vatrix grants to the Customer a non-exclusive licence for the Customer and each authorised User to use the Vatrix User Guide solely in order to make use of the Vatrix Service(s) and for no other purpose.

4.3 **Ownership of Customer Data.** As between Vatrix and the Customer, all intellectual property rights in and to the Customer Data are owned by the Customer.

4.4 **Grant of Customer licence.** The Customer hereby grants Vatrix a non-exclusive, worldwide, royalty-free licence (with the ability to grant sublicences to relevant Vatrix Sub Processors) to collect, use, copy, store, transmit, modify, and create derivative works of the Customer Data in order to provide the Vatrix Service and as otherwise permitted by the Agreement. All rights not expressly granted under the Agreement in respect of the Customer Data are reserved to the Customer.

A link to the list of Vatrix sub-processors can be found in our Sub Processors List at <https://vatrix.com/legal/sub-processors>

- 4.5 **Aggregated / anonymised data.** All intellectual property rights in and to the Anonymised Data will be owned by Vatix. The Customer acknowledges and agrees that Vatix will be entitled to use Anonymised Data during and after the term of the Agreement for Vatix's own business purposes (including using it to determine security improvements, to analyse the use of features of the Vatix Services in order to develop and improve Vatix's products and services, to obtain insurance, to comply with Applicable Law, to deal with any concerns or claims and to include in any business reports or promotional materials).

Vatix will not share any Anonymised Data that identifies the Customer or any Users with any person without the Customer's written consent or Applicable Law requires Vatix to do so.

- 4.6 **Feedback.** If the Customer provides any Feedback to Vatix, Customer hereby assigns such Feedback to Vatix absolutely by way of a present assignment of future rights and waives and agrees not to assert any moral rights in such Feedback. Vatix will be entitled to use the Feedback in any way it chooses anywhere in the world without any compensation or obligation to the Customer or any other person.

5 Fees, Charges and payment

- 5.1 **General.** Details of Fees are shown in the Order Form. Details of Charges that may apply are shown in the relevant Service Specific Terms and/or the Additional Charges List.

- 5.2 **Subscription Fees.** Fees for each Subscription are due in advance of the Initial Term and for renewals, in advance of the Renewal Term. Unless the Order Form specifies otherwise, the Fees are payable by no later than the date on which they are due. Where the Order Form allows the Customer to pay the Fees for a Subscription during the course of the Initial Term / Renewal Term, this does not change the payment due date but is allowed as a credit facility and is subject to receiving payment in accordance with the allowed payment schedule.

- 5.3 **Currency.** Unless specified otherwise in the Order Form, all Fees and Charges are payable in pounds sterling.

- 5.4 **VAT.** All Fees and Charges are net of VAT, which will be charged in addition at the prevailing rate.

- 5.5 **Price reviews.** Vatix reviews its Fees and Charges periodically and reserves the right to increase them as follows:

- (a) **for Fees:** Vatix will be entitled to increase Fees by 2 (two) per cent or RPI (whichever is higher) each year to take effect on the next anniversary of the Start Date for the Vatix Service;
- (b) **for Charges:** unless specified otherwise in the Order Form, any increase in Charges will take effect immediately.

- 5.6 **Payment due dates.** Unless specified otherwise in the Order Form payment of Fees is due and payable annually in advance. Charges are due on the date they are incurred and payable within 30 (thirty) days of Vatix's invoice for them.

- 5.7 **Payment process and Charges.** The Payment Method will be that shown in the Order Form.

- 5.8 **Recurring Payment Instruction.** Where the Agreed Payment Method is a Recurring Payment Instruction (Direct Debit or Credit Card), the Customer authorises Vatix to take the Fees and Charges and all other amounts as and when due under the Agreement as a recurring instruction and mandate. If Vatix is unable to receive payment using the Recurring Payment Instruction at any time for any reason Vatix will notify the Customer and the Customer will remedy the delay in payment within 3 (three) days and will provide any updates to the Recurring Payment Instruction to ensure future payments can be taken when due and payable'

- 5.9 **Payment made other than by Recurring Payment Instruction.** Vatix reserves the right to levy a Charge, see Additional Charge List for details, where any payment due to Vatix is made other than by Vatix taking the payment under a Recurring Payment Instruction.

Vatix will be entitled to suspend use of all Vatix Services if payment is late until such time as it receives the overdue payment.

5.10 **No set off.** All amounts due and payable to Vatix under the Agreement are to be received without set off, deduction, counterclaim or any withholding. If Applicable Law requires the Customer to make a withholding, the Customer will pay to Vatix an amount equivalent to the amount withheld so that Vatix receives the full amount due.

5.11 **Customer purchase orders.** If the Customer requires a purchase order to be specified as a reference for any payment, it is the Customer's responsibility to ensure the number is included in the Order Form.

No terms referred to in the Customer's documentation will have any legal effect and the terms of the Agreement are the only terms that apply to the provision and receipt of Vatix Services.

5.12 **Late payment.** All amounts due but unpaid at the time will be immediately due and payable and Vatix will be entitled to recover them as a debt together with the costs and expenses (including legal costs) of recovery.

Vatix will be entitled to suspend use of all Vatix Services if payment is late until such time as it receives the overdue payment together with interest at the rate set out in the Late Payment of Commercial Debts (Interest Act) 1998 from the date the payment was due until it is received by Vatix in cleared funds.

6 Suspension, cancellation and termination

6.1 **Term.** The Agreement will commence on the date that Vatix has confirmed in writing that it has accepted an Order Form signed by the Customer and will continue in full force until there are no active subscriptions for Vatix Services at which point it will terminate automatically.

6.2 **Suspension.** Vatix will be entitled to suspend any or all Vatix Services without any liability to the Customer or any User in any of the following circumstances:

- (a) if the Customer is in breach of any of the Restrictions;
- (b) if payment of any Fees or Charges has not been received by Vatix when payable;
- (d) for the duration necessary to prevent harm or risk to other Vatix customers or other persons;
- (e) for the duration necessary to implement software fixes and to ensure the security, stability and integrity of the Vatix Services;
- (f) to comply with Applicable Law.

Fees and any applicable Charges will remain payable during the period of suspension and no refunds will be given.

6.3 **Cancelling a Subscription.** The Customer or Vatix can cancel a Subscription by giving notice and having effect as shown in the table below.

Subscription Term	Notice required	Effective date of cancellation
Monthly (i.e. a Subscription Term of a single month)	At least 1 (one) month	The end of the month following the month in which notice is given. <i>For example, if notice is given on 4 June, the cancellation will take effect from 31 July.</i>
In all other cases	At least 3 (three) months	The end of the Initial Term if notice is given at least 3 (three) months before the end of the Initial Term
		The end of the relevant Renewal Term if notice is given at least 3 (three) months before the end of the Renewal Term

6.4 Obligations on cancellation of a Subscription. Upon the effective date of cancellation of a Subscription:

- (a) the Subscription will immediately cease and all licences granted to use the associated Vatix Service under the Subscription will be automatically revoked;
- (b) the Customer will ensure its Users cease to access the Vatix Service;
- (c) the Customer will ensure its Users comply with its obligations set out in each of the relevant Service Specific Terms including for the return of any devices;
- (d) the balance of payments due but which have not been received by Vatix on the effective date of cancellation will become immediately payable.

Agreed Payment method	Action
Where the Agreed Payment Method is Recurring Payment Instruction	Vatix will be entitled to take the payment using that method and, on receipt of the payment, Vatix’s authority under the Recurring Payment Instruction for the Subscription will terminate
In all other cases	The Customer will make the payment immediately

- (e) Vatix will delete the Customer Data associated with the Subscription as soon as reasonably practicable and will endeavor to do so within 60 (sixty) days.

The Customer acknowledges and accepts that Vatix may retain any Customer Data for as long as necessary to be able to provide other on-going Vatix Services, to comply with Applicable Law or to deal with any complaints or claims. The Customer also acknowledges and accepts that Customer Data held in back-ups will not be deleted as a result of termination and will, over time, be overwritten.

- (f) each party will comply with its termination obligations in the Data Protection Addendum in respect of Personal Data for the Subscription.

6.5 Termination by Vatix without cause. Vatix will be entitled to terminate any or all Subscriptions or the Agreement as a whole by giving at least 30 (thirty) days written notice to the Customer. If the Customer has paid Fees in advance for the remainder of the Subscription Term it shall be entitled to a refund of Fees for the remainder of the Subscription Term.

6.6 Termination by the Customer without cause. The Customer may terminate the Agreement for convenience by giving at least 30 (thirty) days written notice to Vatix. However, no refunds or credit will be given for Fees or Charges paid or payable for the remainder of the Subscription Term and all payments not yet received by Vatix for the remainder of the Subscription Term must be received in cleared fund by the end of the notice period failing which the termination without cause will not take effect.

6.7 Termination for breach. Vatix will be entitled to terminate any or all Subscriptions and/or the Agreement as a whole on giving written notice to the Customer:

- (a) in the event of material breach by the Customer (or any User or person using the Customer Account) that cannot be remedied;
- (b) in the event of material breach by the Customer (or any User or person using the Customer Account) that can be remedied but which is not remedied within 10 (ten) days of Vatix giving written notice of the breach;
- (c) in the event of repeated breaches of the Agreement by the Customer (or any User or person using the Customer Account).

6.8 **Termination for insolvency and similar.** Either party may terminate the Agreement (in which case, all Vatrix Services provided under it will terminate) on giving written notice to the other if such other suffers and Insolvency Event.

6.9 **Obligations on termination.** Upon termination of the Agreement:

- (a) all Vatrix Services provided under it will immediately cease and all licences granted to use the Vatrix Services will be automatically revoked;
- (b) the Customer will and will ensure its Users cease to access the Vatrix Services and destroy all copies of Vatrix User Documentation in its / their possession or control;
- (c) the Customer will and will ensure its Users comply with its termination obligations set out in each of the relevant Service Specific Terms including for the return of any devices that are hired from Vatrix or that have not been paid for in full;
- (d) the balance of payments due but which have not been received by Vatrix on the effective date of termination will become immediately payable.

Payment method	Action
Where the Agreed Payment Method is Recurring Payment Instruction	Vatrix will be entitled to take the payment using that method and, on receipt of the payment, Vatrix’s authority under the Recurring Payment Instruction will terminate
In all other cases	The Customer will make the payment immediately

- (e) the Customer will return to Vatrix all Vatrix Confidential Information in its possession or control including any copies;
- (f) Vatrix will delete the Customer Data associated with the Customer Account as soon as reasonably practicable and will endeavor to do so within 30 (thirty) days.

The Customer acknowledges and accepts that Vatrix may retain any Customer Data for as long as necessary to comply with Applicable Law or to deal with any complaints or claims. The Customer also acknowledges and accepts that Customer Data held in back-ups will not be deleted as a result of termination and will, over time, be overwritten.

- (g) each party will comply with its termination obligations in the Data Protection Addendum in respect of Personal Data.

6.10 **Survival.** The following clauses survive termination of the Agreement: [clause 1 \(Definitions and interpretation\)](#), [clause 3.9 \(Restrictions\)](#), [clause 4.1 \(Ownership of Vatrix Services\)](#), [clause 4.3 \(Ownership of Customer Data\)](#), [clause 4.5 \(Aggregated / anonymised data\)](#), [clause 5.10 \(No set off\)](#), [clause 5.12 \(Late payment\)](#), [clause 6.9 \(Obligations on termination\)](#), [clause 7 \(Confidentiality\)](#), [clause 8 \(Liability\)](#) and [clause 8 \(General\)](#).

7 Confidentiality

7.1 **Use of Confidential Information.** Each party will keep the other’s Confidential Information strictly confidential and will only use it:

- (a) in the case of the Customer, to evaluate Vatrix and determine whether the Vatrix Services are suitable for the Customer’s needs and requirements;
- (b) in the case of Vatrix, to evaluate whether to accept any orders placed by the Customer;
- (c) to deal with administration of the Agreement including setting up and administering the Customer Account and dealing with any payment obligations;

- (d) to obtain insurance;
- (e) to obtain professional advice;
- (f) for internal audit purposes;
- (g) to comply with Applicable Law.

7.2 **Permitted disclosure of Confidential Information.** Each party may disclose the other's Confidential Information to the extent necessary for the purposes described in [clause 7.1](#) to its internal personnel, in the case of Vatix to those of its Sub-processors on a need to know basis, its insurers, professional advisers and auditors subject, in each case, to the recipient being under a binding duty of confidence to protect the Confidential Information received to at least the same level as this Agreement requires and may also disclose the Confidential Information to the extent and to the person(s) necessary to comply with Applicable Law.

7.3 **Duration of confidentiality.** The restrictions in [clause 7.1](#) and the permissions in [clause 7.2](#) will continue in full force and effect after termination of the Agreement.

8 Liability

Vatix's charges are set to reflect the amount of risk that it takes on under the Agreement and Customer agrees that the limits on liability are reasonable. Vatix is not underwriting Customer's business and, if Customer requires Vatix to accept more risk, the charges may increase. It may be more cost effective for Customer to have its own insurance to address any concerns it may have.

8.1 Nature of the Vatix Services

ALL VATIX SERVICES AND VATIX USER DOCUMENTATION ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS.
VATIX MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE THAT ANY OF THE VATIX SERVICES BE UNINTERRUPTED OR ERROR-FREE.

8.2 **No exclusion or limitation.** Neither party excludes or limits liability for death or personal injury caused by negligence, for fraudulent misrepresentation or for anything else that Applicable Law does not permit to be excluded or limited.

8.3 **Exclusion of implied terms.** Subject to [clause 8.2](#), Vatix excludes all warranties implied by law and the only warranties and representations are those expressly set out in the Agreement.

8.4 **Exclusion of certain losses.** Neither party is liable for:

- (a) indirect or consequential loss;
- (b) loss of profit (but this does not include any profit element in the Fees or Charges);
- (c) loss of anticipated savings or for business interruption,
- (d) damage to reputation unless caused by wilful act; or
- (e) for special damages whether direct or indirect

even if, in any case, it was known the risk might arise.

8.5 **Liability for security breaches.** Vatix sole obligation in respect of security is to apply and maintain the Security Measures. If any security event or issue occurs, provided that Vatix has applied the Security Measures, it will have no liability.

- 8.6 **Limits on Vatrix's liability.** Subject always to [clauses 8.2, 8.3, 8.4 and 8.5](#), Vatrix's maximum liability under the Agreement (whether in contract, breach of statutory duty, tort (including negligence) or otherwise) is the amount the Customer has paid in Fees to Vatrix in the previous 6 (six) months for the Vatrix Service giving rise to the claim or for claims that are not linked to a particular Vatrix Service, the amount paid in Fees in the previous 6 (six) months in aggregate.
- 8.7 **Claims from Users.** The Customer will ensure that no Users bring a claim directly against Vatrix and any claim that a User has will be brought by the Customer. The limits on liability set out in [clause 8.6](#) are in aggregate for the Customer and its Users and any amounts paid to Users whether under a court order, by way of settlement or otherwise will have the effect of reducing the limit available under [clause 8.6](#) accordingly.
- 8.8 **Timing and process for claims.** Customer will ensure that any and all claims it or any Users may have against Vatrix are made in writing within 30 (thirty) days of the issue giving rise to the claim occurs giving full details of the claim and why Vatrix is liable.

9 General

- 9.1 **Compliance.** Each party is responsible for its own compliance with Applicable Law. If the Customer is subject to specific laws, codes of practice or conduct, regulations or other rules by virtue of the industry or sector in which it operates, it is the Customer's responsibility to ensure these requirements are met.
- 9.2 **Authority to contract.** The Customer confirms that the person who has signed it on the Customer's behalf is authorised to commit the Customer to a legally binding contract on the terms of the Agreement.
- 9.3 **Brochures, catalogues, samples, adverts and descriptions.** Vatrix describes and demonstrate its offerings in a range of materials (including on the Vatrix website) and some are of the materials provided by others such as manufacturers.

The materials available or provided are only to give an overview of what Vatrix can provide. The Customer should not rely on them as being accurate and they will not have any contractual effect between the parties.

- 9.4 **Dispatch and delivery dates.** Vatrix will try to comply with dates given for dispatch, delivery and supply but, unless specified otherwise in the Order Form, time is not of the essence and the dates given are expected dates and not a promise to meet those dates.
- 9.5 **Basis of contract.** Each Order Form includes an expiry date and signed Order Forms will not be accepted after the expiry date. Each Order Form signed by the Customer and submitted to Vatrix is an offer from the Customer to Vatrix. In most cases, Vatrix expects to accept any order placed on the basis of an Order Form but reserves the right to reject any Order Form. Order Forms are only accepted by Vatrix when Vatrix confirms acceptance in writing or when the first invoice is issued, whichever is sooner.
- 9.6 **Communications between us.** Vatrix uses firewalls and other security technology to protect information. However, the Customer acknowledges that communications sent over the internet are never completely private and that there is a risk that any message or information sent to Vatrix may be intercepted and, potentially, read by others. Any message sent to Vatrix electronically by the Customer, any User or any person acting on behalf of them is entirely at the Customer's own risk.

From time to time, Vatrix sends service messages to its customers and will use the email address on the Customer Account for this purpose. Some of these messages may be very important. The Customer is responsible for ensuring the email address on the Customer Account is the one it wishes to use for this purpose and for updating it as it considers appropriate. The Customer should add the Vatrix domain to its list of allowable domains as Vatrix is not responsible for non-delivery of emails or for the Customer's email filtering.

- 9.7 **Force majeure.** If anything happens that is beyond Vatrix's reasonable control that prevents or hinders Vatrix meeting its obligations under the Agreement, Vatrix will notify the Customer as soon as reasonably practicable but will not be liable for failure or delay in meeting affected obligations. Vatrix will use reasonable endeavours to resume performance as soon as reasonably practicable.

- 9.8 **Entire agreement.** The documents forming the Agreement constitute the entire agreement between Vatrix and the Customer and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations, arrangements and understandings between them, whether written or oral, relating to their subject matter

- 9.9 **Invalidity.** If the law or any court or regulator determines that any provision of the Agreement is unlawful or unenforceable, it will be replaced with a provision that is lawful and enforceable and which gives the same effect. All other provisions will continue unaffected.

- 9.10 **Waiver.** A failure or delay by a party to exercise any right or remedy provided under the Agreement or by law will not constitute a waiver of that or any other right or remedy, nor will it prevent or restrict any further exercise of that or any other right or remedy.

- 9.11 **Variation.** Save for any updates to Vatrix documentation as permitted by the Agreement, no variation of this Agreement will be effective unless it is set out in a Change Addendum and signed by or on behalf of each party.

- 9.12 **Cumulative remedies.** All remedies available in law and/or equity under the Agreement (including termination and suspension) are cumulative and do affect any other rights or remedies that may be available.

- 9.13 **Publicity.** Unless specified otherwise in the Order Form Vatrix will be entitled to list the Customer as a customer of Vatrix and to use the Customer’s logo or brand in publicity materials (including Vatrix websites and brochures).

- 9.14 **Notices.** Any notices to be given will be to the person or place of delivery shown in the Order Form or as otherwise notified to the other Party in writing. Notices will be given and will be deemed to have been delivered as follows:

Method of service	Deemed delivery	
by registered post, special delivery or first class post	3 (three) days after posting so long as the sender has proof of postage and has emailed a copy of it to the person who is supposed to receive the notice	
	for Vatrix the address is	for the Customer the address is
	Attn: Vatrix Legal Department, Unit 508, 30 Great Guildford Street, London, SE10HS, United Kingdom	The address shown in the Customer Account
by email	on the next day after it was sent so long as the sender has a delivery receipt for the notice or other confirmation it was received	
	for Vatrix the email address is	for the Customer the address is
	legal@vatrix.com with 'Attention: Legal Department' in the subject line	The email address shown in the Customer Account

- 9.15 **Assignment.** The Customer is not permitted to assign or transfer the whole or any part of the Agreement to any other person without Vatrix’s consent in writing. Vatrix is entitled to assign or transfer the whole or any part of the Agreement to any other person whether during the course of a sale of Vatrix’s business or otherwise. In addition, Vatrix is entitled to transfer, factor or securitise any debt owed by the Customer.

- 9.16 **Fairness and insurance.** Vatrix ‘s Fees and Charges are set to reflect the level of risk it assumes under the Agreement. The Customer understands the level of risk it is taking and it is the Customer’s decision whether it takes take out insurance to protect it, its personnel and its business.

- 9.17 **Third party rights.** A person who is not a party to the Agreement is not entitled to benefit from it or to enforce it and the Contracts (Rights of Third Parties) Act 1999 will not apply.

9.18 **Governing law.** The Agreement and all documents forming the Agreement are governed by English law and will be interpreted and construed accordingly.

9.19 **Jurisdiction.** In the event of a dispute or disagreement in connection with the Agreement or any documents forming the Agreement, the following table sets out the jurisdiction for dealing with it:

Place in which contracting Customer is established	Jurisdiction	
	Data protection issues	Other issues
United Kingdom	English courts and/or	English courts
	UK Information Commissioner	
EEA countries	English courts and/or	English courts
	UK Information Commissioner or	
	Data protection supervisory authority in the relevant EEA country	
Australia	English courts and/or	English courts
	UK Information Commissioner	
	Data protection supervisory authority in the relevant EEA country	