

REDSTOR RESELLER COMMERCIAL TERMS

Redstor owns and/or has the rights to make the Service available. The Reseller is an experienced provider of resale services. Redstor wishes to appoint the Reseller as an authorised reseller of the Service, to market and distribute to end users in accordance with this Agreement and subject to the EULA.

Defined Terms:

Redstor	REDSTOR LIMITED (a company incorporated in England and Wales under number 03556110) whose registered office is at Fourth Floor Abbots house, Abbey Street, Reading, Berkshire RG1 3BD ("Redstor")
Redstor Email	Sales@redstor.com
Reseller	Hackney Council a company incorporated in England and Wales whose registered office is at Hackney Service Centre, 1 Hillman Street, London, E8 1DY, United Kingdom ("Reseller")
Reseller Billing Email	invoices@hackney.gov.uk
Commencement Date	24.10.2023 ("Commencement Date")
Duration	Six (6) months from the Commencement Date ("Initial Term") and, subject to the Conditions, renewing automatically for successive additional periods of six (6) months (each a "Renewal Term") after the expiry of the Initial Term or the then current Renewal Term (such Renewal Terms together with the Initial Term being the "Duration")
Service	Redstor Pro, as more particularly described at www.redstor.com/terms-and-conditions/ ("Service")
Price	The monthly cost for the Service is confirmed below (the "Price"): 7 TB's of IaaS at £0.19 per GB monthly commitment
Billing Frequency	Monthly, Quarterly or Annually, as agreed in writing between the parties
Territory	United Kingdom ("Territory")
Additional Terms	-Fair Usage data volume applies to SaaS products; volume above FUP is charged at per GB storage rate -New services will be charged at list price unless otherwise agreed.

By signing these commercial terms (the "Commercial Terms"), the Reseller is contracting to become a reseller for the Service subject to the Reseller Terms and Conditions attached (and other documents incorporated by reference herein). The defined terms in the above table are referred to in the Reseller Terms and Conditions and shall have the meaning given to them in the above table. All other terms and conditions that may have been communicated verbally, in correspondence or which are implied by trade, custom, practice or course of dealing are expressly excluded. Together, these Commercial Terms and the Reseller Terms and Conditions (and the other documents incorporated by reference herein) shall form a contract (the "Agreement"). **Upon signature by both parties, this Agreement shall become a legally binding contract.**

Signed by

DocuSigned by:
Jaco Benzien
2DC7CD523C0A484...

Name Jaco Benzien
Title Operations Director
Date 24/10/2023

For Redstor

DocuSigned by:
Jasvir Tattal
226DFF13A2A64E5...

Name Jasvir Tattal
Title Network Engineer
Date 24/10/2023

For Reseller

RESELLER TERMS AND CONDITIONS

1. THE RESELLER'S APPOINTMENT IS SUBJECT TO THESE RESELLER TERMS AND CONDITIONS ("CONDITIONS") (TOGETHER WITH THE DOCUMENTS REFERRED TO IN THEM). BY SIGNING THIS AGREEMENT, THE RESELLER AGREES TO BE BOUND BY THESE CONDITIONS AND THE OTHER TERMS OF THIS AGREEMENT AND WILL CONTINUE TO BE BOUND UNTIL THIS AGREEMENT EXPIRES OR IS TERMINATED IN ACCORDANCE WITH ITS TERMS. SOME TERMS WILL CONTINUE TO APPLY AFTER SUCH TIME, AS DETAILED BELOW.

1.1 Annex A sets out further defined terms and rules of interpretation.

2. RESELLER'S APPOINTMENT AND RIGHTS

2.1 Redstor appoints the Reseller as a reseller of the Service for the Duration, and the Reseller accepts this appointment, subject to the terms of this Agreement.

2.2 Redstor grants the Reseller the right to market, promote, demonstrate, trial and resell the Service to Customers in the Territory on a non-exclusive, personal and non-transferable basis and subject to the Restrictions (the "Reseller's Rights"). The Reseller shall also have the right to use the Service for its own internal business use at the rate specified in the Commercial Terms, provided that the Reseller complies with the terms of the end user licence agreement which is located on the Redstor website at (www.redstor.com/end-user-licence-agreement ("Reseller EULA")).

2.3 All rights not specifically and expressly granted in writing to the Reseller under this Agreement are hereby expressly reserved to Redstor.

3. DELIVERY OF SERVICE

3.1 Redstor shall use reasonable endeavours to give the Reseller and/or the Customer access to the Service once they have each agreed to the terms of the EULA. Redstor shall use its reasonable endeavours to maintain the Service and the availability of the Service in accordance with the Support Schedule and the SLA.

3.2 Non-payment of issued invoices for longer than ten days after they are due by the Reseller to Redstor shall give Redstor the right to (i) suspend the Reseller and/or any Customer's access to the Service; and/or (ii) to terminate this Reseller Agreement as well as any Customer's EULA (which, in each case, shall include termination of access to the Service).

4. RESELLER'S RESPONSIBILITIES

4.1 The Reseller shall, unless otherwise agreed in writing, ensure it does not:

4.1.1 give access to or license the Service to any third party (other than a Customer in accordance with the terms of the EULA and this Agreement);

4.1.2 make, give or by any act or omission give rise to any licence, promise, warranty, guarantee, indemnity, representation, agreement, arrangement or binding right, remedy or obligation (howsoever arising under any legal theory) concerning the Service other than strictly in accordance with the EULA; and

4.1.3 amend, modify or vary any terms of any EULA with any Customer.

4.2 The Reseller shall procure that any Customer requiring access to the Service agrees to the terms of, and complies with, the EULA. The EULA shall be entered into between the Reseller and the Customer and nothing in this Agreement or the EULA shall be deemed to create a contractual relationship between Redstor and the Customer. If the Reseller becomes aware of a Customer breaching the terms of the EULA (a "EULA Breach"), the Reseller shall promptly:

4.2.1 ensure such breach is promptly ceased and remedied;

4.2.2 notify Redstor, and Redstor may terminate the relevant Customer's access to the Service and/or require the Reseller to terminate the relevant Customer's EULA; and

4.2.3 enforce, and provide Redstor with such information and assistance as Redstor may reasonably require for the purpose of enforcing, the terms of any EULA with a Customer.

- 4.3 The Reseller shall indemnify Redstor and keep Redstor fully and effectively indemnified on demand from and against any and all losses, claims, damages, costs, charges, expenses, liabilities, demands, proceedings and actions which Redstor may sustain or incur, or which may be brought or established against it by any person, and which in any case arise out of or in connection with any EULA Breach and/or any failure by the Reseller to ensure that a Customer is not bound by the terms of the EULA.
- 4.4 The Reseller shall at all times use best endeavours to market, promote, demonstrate, trial, distribute and resell the Service to prospective customers in accordance with the terms of this Agreement, at its own cost, and following such brand and promotional guidelines published by Redstor from time to time.
- 4.5 The Reseller shall ensure it does not:
 - 4.5.1 translate, reverse engineer, decompile, copy, make derivative works of, adapt or modify the Service;
 - 4.5.2 participate in any illegal, deceptive, misleading or unethical practices;
 - 4.5.3 alter, obscure, remove, interfere with or add to any of the Redstor marks affixed to or contained in the Service or Documentation;
 - 4.5.4 make any promises or representations or give any warranties, guarantees or indemnities in respect of the Service or Documentation except such as are contained in the EULA;
 - 4.5.5 conduct its business or any dealings with third parties (including Customers) in any manner which is likely to have a negative impact on the goodwill or reputation of Redstor; or
 - 4.5.6 do, permit or omit to do anything which in the reasonable opinion of Redstor is prejudicial to the marketing, sale or operation of the Service.
- 4.6 Together the provisions of clauses 4.1 to 4.5 above set out the "Reseller's Responsibilities".

5. RESELLER RESOURCES AND TRAINING

- 5.1 The Reseller shall ensure that at all times:
 - 5.1.1 it has sufficient and suitable equipment and facilities to perform the Reseller's Responsibilities; and
 - 5.1.2 it has sufficient personnel to perform the Reseller's Responsibilities and all personnel engaged in the performance of the Reseller's Responsibilities shall have the appropriate qualifications, training and experience to adequately perform the Reseller's Responsibilities.
- 5.2 The Reseller's personnel shall at all times throughout the Duration of this Agreement remain the employees or subcontractors of the Reseller and shall remain under the overall control of the Reseller. The Reseller and Redstor acknowledge and agree that the Reseller's personnel are not, nor are they deemed to be for any purpose, employees of Redstor.
- 5.3 The Reseller shall not for the Duration and for a period of twelve (12) months after termination or expiry of this Agreement on any grounds, solicit or entice away from Redstor, or employ or attempt to employ, any person who is engaged as an employee, consultant or subcontractor of Redstor.

6. OTHER GENERAL OBLIGATIONS

- 6.1 The Reseller shall at all times:
 - 6.1.1 comply with its warranties and obligations in clause 0;
 - 6.1.2 without prejudice to any other obligation, comply with Redstor's reasonable instructions in relation to the licensing of the Service;
 - 6.1.3 provide such information and assistance as Redstor may reasonably require to perform its obligations and exercise its rights under or in connection with this Agreement;
 - 6.1.4 ensure all information provided to Redstor is complete and accurate in all respects;

6.1.5 give Redstor reasonable prior written notice of any information it requires in accordance with this Agreement; and

6.1.6 indicate it is acting as reseller and not as author or developer of the Service in all correspondence and dealings with third parties (including Customers).

6.2 The Reseller shall ensure it does not incur any liability, debt or obligation whatsoever on behalf of Redstor.

6.3 The Reseller agrees that Redstor may use the Reseller's name and trademark or logo to identify the Reseller as an authorised reseller appointed by Redstor in promotional materials relating to the Service, whether in hard copy or electronic format.

7. REDSTOR'S OBLIGATIONS

7.1 Redstor shall provide the Reseller with such information as is reasonably available to Redstor and which the Reseller may reasonably require to perform its obligations under this Agreement.

8. RECORD KEEPING AND REPORTING

8.1 The Reseller shall maintain accurate and complete accounts and records of all matters relevant to the performance of its obligations under this Agreement, including:

8.1.1 enquiries from and correspondence with Customers and potential customers; and

8.1.2 all communications regarding the Service (including any calls or other communications with Customers relating to reported defects or deficiencies in any of them).

8.2 Redstor shall have the right to access and conduct an audit of all Reseller accounts and records, including enquiries from, and correspondence with, Customers, together with any communications regarding the Service, on at least ten (10) Business Days' written notice and in any event upon termination of this Agreement on any grounds.

9. INVOICES, TAX AND EXPENSES

9.1 The Reseller shall pay Redstor the Price correctly calculated in accordance with the Commercial Terms and invoiced in accordance with clause 10.

9.2 All amounts payable under this Agreement are exclusive of VAT, sales and other tax or duties applicable which shall be paid in addition by the Reseller to Redstor at the rate and in the manner prescribed by law at the relevant time.

10. INVOICING AND PAYMENT

10.1 Redstor shall invoice the Reseller electronically for all sums due under this Agreement on a Monthly basis.

10.2 The Reseller shall pay such sums in full and without deduction or set-off, in clear funds within 30 days from the date of invoice.

10.3 Amounts payable to Redstor under this Agreement shall be paid to the bank account identified on the relevant invoice.

11. PRICE VARIATION

11.1 Redstor may vary the Price by notification in writing to the Reseller's Email, giving at least 1 (one) months' notice, such price variance not to be effective in the first 12 months following the Commencement Date.

11.2 For the avoidance of any doubt, the Price shall be considered business sensitive and shall be treated as Confidential Information by the Reseller.

12. WARRANTIES

12.1 The Reseller warrants and represents to Redstor that:

12.1.1 the Reseller has the right, power and authority to enter into this Agreement and the ability and experience to perform the Reseller's Responsibilities and its other obligations under this Agreement;

12.1.2 the Reseller's Responsibilities and its other obligations under this Agreement shall be performed:

- (a) with all reasonable skill, care and diligence;
- (b) in compliance with any applicable service standards and so as to meet or exceed any agreed service standards;
- (c) in accordance with Good Industry Practice; and
- (d) so as to conform with all applicable laws.

12.2 The Reseller acknowledges that no liability or obligation is accepted by Redstor (howsoever arising whether under contract, tort, in negligence or otherwise) in relation to claims:

12.2.1 that the Service shall meet any Customer's (or other person's) individual needs, whether or not such needs have been communicated to Redstor;

12.2.2 that the operation of the Service shall not be subject to minor errors or defects; or

12.2.3 that the Service shall be compatible or interoperable with any Service or with any particular hardware or equipment other than those operating systems that are detailed as compatible at support.redstor.com.

12.3 All warranties, conditions, terms, undertakings or obligations whether express or implied and including any implied terms relating to quality, fitness for any particular purpose, reasonable skill and care or ability to achieve a particular result are excluded by Redstor to the fullest extent allowed by applicable law.

12.4 As regards the Reseller only, the Service is licensed and is subject only to uptime availability set out in the Support Schedule and SLA at <https://www.redstor.com/support-and-service-level-agreement/>.

13. USE OF REDSTOR MARKS

13.1 Subject to the terms of this Agreement, Redstor grants the Reseller:

13.1.1 the right to use the title "authorised reseller" of Redstor on its advertising and promotional materials in relation to the Service during the Duration unless otherwise notified by Redstor; and

13.1.2 a limited, non-exclusive, revocable, personal licence during the Duration to use Redstor's Marks in the Reseller's marketing of the Service, provided that all such use is agreed by Redstor in advance.

13.2 Nothing in this Agreement grants the Reseller ownership or any rights in or to use Redstor's Marks except in accordance with clause 13.1 and the Reseller acknowledges and agrees that:

13.2.1 any goodwill or reputation generated through the Reseller's use of Redstor's Marks and the Reseller's performance of its obligations with respect to the marketing, promotion and distribution of the Service under this Agreement shall accrue to the benefit of Redstor; and

13.2.2 the Reseller shall not at any time be entitled to claim compensation or payment in respect of such enhanced goodwill or reputation.

14. INTELLECTUAL PROPERTY RIGHTS

- 14.1 Except as expressly agreed in this Agreement, no Intellectual Property Rights of either party are transferred or licensed as a result of this Agreement.
- 14.2 The Reseller is not granted any rights in relation to Redstor's Intellectual Property Rights except for those rights expressly granted in this Agreement. The rights in the Service licensed to the Reseller shall not include the right for any person (including any affiliate, sub-contractor or contractor of the Reseller) that is not a Customer in accordance with this Agreement to use or have access to the Service unless expressly agreed in writing by Redstor.
- 14.3 Redstor reserves the sole and exclusive right at its discretion to assert claims against third parties for infringement or misappropriation of Redstor's Intellectual Property Rights.
- 14.4 In marketing and licensing the Service, the Reseller shall take all reasonable steps in accordance with Good Industry Practice to protect Redstor's Intellectual Property Rights and shall promptly notify Redstor of any confirmed or suspected infringement of such rights of which the Reseller becomes aware.

15. CONFIDENTIAL INFORMATION

- 15.1 Each party shall maintain the confidentiality of the other party's Confidential Information and shall not without the prior written consent of the other use the other party's Confidential Information (or permit others to do so) other than as necessary for the performance of its rights and obligations under this Agreement. The Reseller shall not disclose, copy or modify Redstor's Confidential Information except as specifically permitted by this clause 15 or as agreed in writing by Redstor.
- 15.2 The parties acknowledge and agree that all information relating to the Service, the Price, the Documentation and any other technical or operational specifications or data relating to the Service are all part of Redstor's Confidential Information.
- 15.3 Each party undertakes to:
 - 15.3.1 disclose the other party's Confidential Information only to those of its officers, employees, agents, sub-contractors and contractors to whom and to the extent to which such disclosure is necessary for the purposes contemplated under this Agreement; and
 - 15.3.2 procure that such persons are made aware of and agree in writing to observe the obligations in this clause 15.
- 15.4 Each party shall give notice to the other of any unauthorised misuse, disclosure, theft or loss of the other party's Confidential Information immediately upon becoming aware of the same.
- 15.5 The provisions of this clause 15 shall not apply to information which:
 - 15.5.1 is or comes into the public domain through no fault of the recipient, its officers, employees, agents, sub-contractors or contractors;
 - 15.5.2 is lawfully received by the recipient from a third party free of any obligation of confidence at the time of its disclosure;
 - 15.5.3 is independently developed by the recipient, without access to or use of such information; or
 - 15.5.4 is required by law, by court or governmental or regulatory order to be disclosed provided that the relevant party, where possible, notifies the other party at the earliest opportunity before making any disclosure.
- 15.6 The obligations under this clause shall survive the variation and expiry or termination of this Agreement for a period of five (5) years. Each party shall establish and maintain adequate security measures to safeguard Confidential Information and data of the other party in its possession from unauthorised access, use or copying.
- 15.7 Nothing in this Agreement shall prevent Redstor from retaining and utilising for any purpose (at all times during and after the Duration of this Agreement):

15.7.1 any Confidential Information of Redstor; and/or

15.7.2 any of the records and accounts referred to in clause 8.1.

16. ANTI-BRIBERY AND MODERN SLAVERY

16.1 The Reseller shall ensure that it does not, by any act or omission, place Redstor in breach of any applicable bribery or anti-corruption laws or regulations, including the Bribery Act 2010, the Criminal Finances Act 2017, the Prevention and Combatting Corrupt Activities Act 2004 and the United States' Foreign Corrupt Practices Act of 1977 (together, the "Bribery Laws"). The Reseller shall comply with all applicable Bribery Laws in connection with the performance of the Reseller's Responsibilities and this Agreement and shall ensure that it has in place adequate procedures to prevent any breach of this clause 16 and ensure that each of the following persons or entities also complies with the Bribery Laws:

16.1.1 all of the Reseller's personnel and all direct and indirect subcontractors, suppliers, agents and other intermediaries of the Reseller;

16.1.2 all others associated with the Reseller; and

16.1.3 each person employed by or acting for or on behalf of any of those persons referred to in this clause, and any persons performing the Reseller's Responsibilities and/or any of the Reseller's other obligations under this Agreement.

16.2 The Reseller undertakes, warrants and represents that:

16.2.1 neither the Reseller nor any of its officers, employees, agents or subcontractors has:

(a) committed an offence under the Modern Slavery Act 2015 (a "MSA Offence"); or

(b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or

(c) become aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;

16.2.2 it shall comply with the Modern Slavery Act 2015;

16.2.3 it shall notify the Redstor immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents have breached any of the Reseller's obligations under this clause 16. Any notice under this clause shall set out full details of the circumstances concerning the breach.

17. LIMITATION OF LIABILITY

17.1 The extent of the parties' liability under or in connection with this Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 17.

17.2 The parties agree that the limitations in this clause 17 are reasonable given each party's respective commercial positions and their ability to obtain insurance in respect of the risks arising under or in connection with this Agreement.

17.3 In no event shall the total liability of Redstor to the Reseller, in respect of any single or numerous claims in aggregate, for all losses and damages arising under or in connection with this Agreement (excluding, for the avoidance of doubt, any losses or damages arising out of the Reseller's right to use the Service for its own internal business set out in clause 2.2, which shall be governed by the terms of the Reseller EULA) exceed an amount equal to the total amount actually paid to Redstor under this Agreement in the twelve (12) months immediately preceding the date of the event giving rise to the liability.

17.4 Neither party shall be liable for any consequential, indirect or special loss.

- 17.5 Redstor shall have no liability (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) to any Customer.
- 17.6 Redstor shall have no liability for any of the following losses of the Reseller (whether direct or indirect):
 - 17.6.1 loss of actual or anticipated profit;
 - 17.6.2 loss of actual or anticipated revenue;
 - 17.6.3 loss of contracts;
 - 17.6.4 loss of operation time;
 - 17.6.5 loss of production;
 - 17.6.6 loss or corruption of data;
 - 17.6.7 loss of commercial opportunity; or
 - 17.6.8 loss of savings, discount or rebate (whether actual or anticipated).
- 17.7 Notwithstanding any other provision of this Agreement, the liability of the parties shall not be limited or excluded in any way in respect of the following:
 - 17.7.1 death or personal injury caused by negligence;
 - 17.7.2 fraud or fraudulent misrepresentation; or
 - 17.7.3 any obligation to pay Redstor's invoices (including any interest and expenses properly incurred).

18. INSURANCE

- 18.1 The Reseller shall, for the duration of this Agreement, maintain appropriate insurance cover with a reputable insurance company against all relevant liabilities that may arise under this Agreement in respect of the Reseller's responsibilities and obligations.

19. TERM & TERMINATION

- 19.1 The Agreement shall have the Duration set out in the Commercial Terms.
- 19.2 Either party may terminate this Agreement effective at the expiry of the Initial Term and/or any Renewal Term by providing the other party with at least ninety (90) days' written notice prior to the end of the Initial Term or then current Renewal Term (as applicable).
- 19.3 Either party may terminate this Agreement at any time by giving notice in writing to the other party if the other party:
 - 19.3.1 commits a material breach of this Agreement and such breach is not remediable;
 - 19.3.2 is in material or persistent breach of any of its obligations under this Agreement and if that breach is capable of remedy and the other has failed to remedy that breach within 14 days after receiving written notice requiring it to remedy that breach; or
 - 19.3.3 has failed to pay any amount due under this Agreement on the due date and such amount remains unpaid within 14 days after the other party has received notification that the payment is overdue.
- 19.4 Any breach by the Reseller of:
 - 19.4.1 Clause 4.5
 - 19.4.2 Clause 13;
 - 19.4.3 Clause 0;

19.4.4 Clause 15; or

19.4.5 Clause 16

shall be deemed a material breach of this Agreement which is not remediable.

19.5 Redstor may terminate this Agreement at any time by giving notice in writing to the Reseller if it:

19.5.1 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;

19.5.2 is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if Redstor reasonably believes that to be the case;

19.5.3 becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;

19.5.4 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;

19.5.5 has a resolution passed for its winding up;

19.5.6 has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;

19.5.7 is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within five (5) Business Days of that procedure being commenced;

19.5.8 has a freezing order made against it;

19.5.9 is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title to those items;

19.5.10 is subject to any events or circumstances analogous to those in clauses 19.5.1 to 19.5.9 (inclusive) in any jurisdiction; and/or

19.5.11 takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in clauses 19.5.1 to 19.5.10 (inclusive), including, for the avoidance of doubt, giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.

19.6 Redstor may without prejudice to its other rights and remedies by notice in writing to the Reseller immediately terminate this Agreement if the Reseller undergoes a change of control.

19.7 Redstor may terminate this Agreement without cause by giving not less than thirty (30) days' prior written notice to the Reseller, provided that such notice shall not be effective until the end of the Initial Term.

20. CONSEQUENCES OF EXPIRY OR TERMINATION

20.1 In the event of expiry or termination of this Agreement for any reason, the Reseller shall immediately;

20.1.1 return any Confidential Information of Redstor in its possession, together with all copies thereof, or at Redstor's option destroy all such Confidential Information by shredding or incineration of all documents and other material in its possession, custody or control and/or irretrievably deleting the same if stored on electronic or magnetic media, and shall certify to Redstor that this has been done;

20.1.2 stop using, promoting, marketing, advertising and soliciting and accepting orders for the Service;

20.1.3 cease to refer to itself as an "authorised reseller" for Redstor and shall immediately remove from all materials in any form which are to be provided or made accessible to any person (including websites, notices, advertisements, catalogues and documents in paper or electronic format) any reference to it being an 'authorised reseller' or 'authorised distributor' of Redstor;

20.1.4 provide all Customer names, records and contact details to Redstor to enable Redstor to take over the Customer relationship (or to pass it to another reseller) and at Redstor's election novate or assign the benefit and the burden of each EULA it has entered into with each Customer and all other contracts for Service with Customers to Redstor or a third party nominated by Redstor (and shall ensure that it has all necessary rights, permissions and consents necessary to enable the Reseller to do so); and

20.1.5 cease to use all Redstor's Marks.

20.2 Termination or expiry of this Agreement for whatever reason shall be without prejudice to the rights of the parties accrued up to the date of such termination or expiry.

20.3 The Reseller shall have no claim against Redstor for compensation for loss of any Reseller Rights, loss of goodwill or similar loss following termination or expiry of this Agreement, in whole or in part, for any reason.

21. NOTICES

21.1 Any notice given by a party under this Agreement shall be in writing (in English) and sent to Redstor at the Redstor Email or to the Reseller at the Reseller Billing Email. A notice shall be deemed to have been received at the time of sending, providing that after sending no error message is received.

22. RELATIONSHIP

22.1 The parties are independent businesses and are not partners, principal and agent or employer and employee and this Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

23. SEVERABILITY

23.1 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected and the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

24. ASSIGNMENT AND SUBCONTRACTING

24.1 The Reseller may not assign, transfer, subcontract or encumber any right or obligation under this Agreement, in whole or in part, without Redstor's prior written consent, such consent not to be unreasonably withheld.

25. VARIATION

25.1 No variation of this Agreement shall be valid or effective unless it is in writing, refers to this Agreement and is duly signed or executed by, or on behalf of, each party.

26. ENTIRE AGREEMENT

26.1 The parties agree that this Agreement constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter. Each party acknowledges that it has not entered into this Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in this Agreement. Nothing in this Agreement purports to limit or exclude any liability for fraud.

27. WAIVER

27.1 No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

28. THIRD PARTY RIGHTS

28.1 Except as expressly provided for in this Agreement, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of this Agreement.

29. GOVERNING LAW AND JURISDICTION

29.1 This Agreement and any dispute or claim (whether contractual or non-contractual) arising out of, or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

ANNEX A**DEFINITIONS AND INTERPRETATION**

1. In this Agreement, unless the context otherwise requires, the following definitions shall apply:

Business Day	means a day other than a Saturday, Sunday or bank or public holiday in England;
Confidential Information	means all information (whether in oral, written or electronic form) relating to a party's business which may reasonably be considered to be confidential in nature including information relating to that party's technology, business, management, Know-how, Intellectual Property Rights, assets, finances, strategy;
Customer	means a customer of the Reseller who is licensed to use the Service on the terms of the EULA;
Documentation	means the current user guides and/or other material available in electronic format at support.redstor.com ;
EULA	means an end user licence agreement between the Reseller and a Customer, in the form which is located on the Redstor website at www.redstor.com/end-user-licence-agreement ;
Good Industry Practice	in relation to any undertaking and any circumstances, means the exercise of that degree of care, professionalism, skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or company engaged in the same type of activity under the same or similar circumstances;
Intellectual Property Rights	means copyright, patents, rights in inventions, rights in Confidential Information, Know-how, trade secrets, trademarks, service marks, trade names, design rights, rights in get-up, database rights, rights in data, semi-conductor chip topography rights, utility models, domain names, rights in computer Service and all similar rights of whatever nature and, in each case: <ul style="list-style-type: none"> (a) whether registered or not; (b) including any applications to protect or register such rights; (c) including all renewals and extensions of such rights or applications; (d) whether vested, contingent or future; and (e) wherever existing;
Know-how	means inventions, discoveries, improvements, processes, formulae, techniques, specifications, technical information, methods, tests, reports, component lists, manuals, instructions, drawings and information relating to customers and suppliers (whether written or in any other form and whether confidential or not);
Month	means a calendar month or part thereof (and "Monthly" shall be interpreted accordingly);
Redstor's Marks	means Redstor's trademarks and trade names, logos, service marks and service names relating to the Service;
Reseller's Responsibilities	means the Reseller's obligations set out in clause 4;
Support Schedule	means the support and service level agreement set out at https://www.redstor.com/support-and-service-level-agreement/ that

details the support and service levels relevant to the Service from time to time; and

VAT means United Kingdom value added tax, any other tax imposed in substitution for it and any equivalent or similar tax imposed outside the United Kingdom.

2. In this Agreement, unless the context otherwise requires:

- (a) a reference to a statute or statutory provision includes:
 - (i) any subordinate legislation (as defined in section 21(1), Interpretation Act 1978) made under it; and
 - (ii) any statute or statutory provision which modifies, consolidates, re-enacts or supersedes it whether such statute or statutory provision comes into force before or after the date of this Agreement;
- (b) a reference to:
 - (i) any party includes its successors in title and permitted assigns;
 - (ii) a party, clause and annex is to a party to, a clause of and an annex to this Agreement; and
 - (iii) a person includes any individual, firm, body corporate, association or partnership, government or state (whether or not having a separate legal personality);
- (c) the words "includes" or "including" shall be construed as illustrative only and shall not limit the generality of the preceding words; and
- (d) if there is any conflict or inconsistency between the Commercial Terms and the Conditions, the Commercial Terms shall prevail.