



EvaStore

DOCUMENT MANAGEMENT

Terms and Conditions

TERMS AND CONDITIONS

CUSTOMER'S ACKNOWLEDGEMENT: The Customer acknowledges and agrees that it has read and understands the provisions of clause 11 (setting out certain exclusions and limitations of EvaStore's liability under the Agreement) and the Customer acknowledges and agrees that the same is fair and reasonable given the subject matter of the Agreement.

1. DEFINITIONS AND INTERPRETATION

Unless the context otherwise requires, the following definitions and rules of interpretation shall apply in these Terms:

1.1 Definitions:

Additional Services: any additional and/or ad hoc services, not being within the scope of the Services or Service Level Agreement, as may be agreed between the parties in accordance with these Terms.

Agreement: the contract between EvaStore and the Customer for the provision of the Services.

Agreement Summary: the agreement summary set out on page 1 of this document.

Authorised Person(s): the person or persons identified in Schedule 2, with the rights and obligations set out in clause 7, as modified from time to time in accordance with the terms of this Agreement.

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Charges: the charges payable by the Customer for the supply of the Services by EvaStore, as varied from time to time by EvaStore in accordance with these Terms.

Containers: includes all archive boxes, bins, cabinets, sacks, bags, Media, stillages, pallets and other containers supplied by EvaStore to the Customer in which the Customer's Items may be deposited, stored on or saved within, for the purposes of the delivery of the Services.

Customer: the person whose details are specified in the Agreement Summary, their authorised signatory and/or any Authorised Person(s) (as applicable).

Customer Default: has the meaning given in clause 6.2.

Customer's Items: includes all files, records, documents, data, Images, and all other items and information (recorded in any medium whatsoever), to which the Services relate.

Customer's Site(s): includes all land, buildings, offices, premises and other places of business from which the Customer may operate from time to time, and all other sites notified by the Customer to EvaStore at which the Services are to be provided.

Data Protection Legislation: (i) unless and until the GDPR is no longer directly applicable in the United Kingdom, the General Data Protection Regulation (EU) 2016/679 (**GDPR**) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the United Kingdom; and, then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

EvaStore: EvaStore Limited, trading as EvaStore, incorporated and registered in England and Wales with company number 04919594 and VAT number 821 8598 07 whose registered office is at Eva2, Artillery Business Park, Park Hall, Oswestry, Shropshire SY11 4AD.

Exit Plan: an exit plan to be agreed between EvaStore and the Customer in relation to the transitional arrangements necessary to finalise completion of the Services upon termination of the Agreement.

Extended Term: a period equal to the Initial Term, or any other period that may otherwise be agreed between the parties.

Group: in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company.

Group Company: in relation to a company, any member of its Group.

Image: a digital image created from Customer's Items, which may be taken from, or added to, Media.

Initial Term: the period specified in the Agreement Summary or, if no such period is specified, a period of 12 months, or such other period as the parties may agree in writing (in each case, with such period beginning on the Services Commencement Date).

Media: microfilm, microfiches, computer tapes, optical disks, video tapes, audio tapes, cine films, USB devices, servers, hard disk drives, and any other digital or mass storage device.

Scanning Services: scanning services as more particularly described and set out in Schedule 1.

Service Level Agreement: the service level agreement, to be agreed between EvaStore and the Customer, setting out instructions in relation to the scope and delivery of this Agreement and the Services.

Services: all or any part of the Storage Services, Scanning Services and/or Shredding Services provided by EvaStore to the Customer pursuant to the terms of this Agreement (including, where applicable, the Additional Services).

Shredding Services: shredding services as more particularly described and set out in Schedule 1.

Services Commencement Date: the earlier of: (i) the date on which EvaStore first provides the Services to the Customer; (ii) the date on which the Containers and/or Customer's Items are first received into or stored within the Storage Location; or (iii) the date agreed between the parties on which the Services are deemed to have first been provided by EvaStore to the Customer.

Service Point: each location at the Customer's Site(s) to which EvaStore shall provide the Services, which may be agreed in the Service Level Agreement.

Storage Area: the area within the Storage Location in which the Containers and/or Customer's Items are stored (if applicable).

Storage Location: the storage location nominated by EvaStore, which may be a physical storage environment or a digital location, such as internal/external server, or third party cloud or remote FTP server.

Storage Services: storage services as more particularly described and set out in Schedule 1.

Terms: the terms and conditions set out in this document.

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

1.2 The Schedules form part of the Agreement and any reference to the Agreement includes the Schedules.

1.3 Words in the singular shall include the plural and in the plural shall include the singular.

1.4 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.5 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.6 The words **written** and **writing** include communication via email and fax.

1.7 Any obligation on the Customer not to do something includes an obligation not to allow that thing to be done.

1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and includes all subordinate legislation made from time to time.

1.9 A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006.

1.10 Any reference to **Containers and/or Customer's Items** shall be a reference to Containers and/or Customer's Items (or any part(s) of them) as applicable given the relevant context and nature of the Services in question.

2. COMMENCEMENT AND DURATION

2.1 The Agreement shall commence, and take effect from, the earlier of: (i) the Services Commencement Date; or (ii) the date the Agreement has been signed by both parties (as set out in the Agreement Summary), and shall continue, unless terminated earlier in accordance with clause 10, for the Initial Term and shall thereafter automatically extend for the Extended Term and at the end of each Extended Term.

2.2 Either party may give written notice to the other party, not later than three months before the end of the Initial Term or the relevant Extended Term, to terminate the Agreement at the end of the Initial Term or the relevant Extended Term, as the case may be. Any such termination notice served under this clause 2.2 shall only be valid if it is expressed to expire at the end of the Initial Term or the relevant Extended Term.

3. SERVICES

3.1 EvaStore shall supply the Services to the Customer in accordance with the Agreement.

3.2 EvaStore reserves the right to amend the scope and nature of the Services (including the Service Level Agreement):

3.2.1 as and when it is necessary to comply with any applicable law or regulatory requirements; or

3.2.2 if such amendment will not materially affect the nature or quality of the Services.

In either case, EvaStore shall notify the Customer of any such changes in writing before they are implemented.

3.3 EvaStore may from time to time provide Additional Services to the Customer, either at the Customer's request or as required to Services, for additional Charges. Although EvaStore shall use its reasonable endeavours to provide any such Additional Services as and when is requested or required, it shall be under no obligation to provide any Additional Services. EvaStore shall invoice the Customer for these Charges in accordance with clause 9.

4. SERVICE LEVEL AGREEMENT

4.1 EvaStore shall, prior to the delivery of any Services (or, failing that, as soon as reasonably practicable thereafter), issue a Service Level Agreement in relation to this Agreement and the Services the Customer wishes to receive. The Customer shall bear responsibility for promptly checking and approving the accuracy of the Service Level Agreement prepared by EvaStore. Any delays caused as a result of the Customer's failure to promptly check and approve such Service Level Agreement shall, for the purposes of clause 6.2, constitute a Customer Default. Any Services provided to the Customer outside of the agreed Service Level Agreement shall be considered to be Additional Services and EvaStore shall make additional Charges for these Additional Services.

4.2 The Service Level Agreement may include:

4.2.1 an implementation plan;

4.2.2 any security processes to be adhered to;

4.2.3 any known details of the Containers and/or Customer's Items to which the Services relate;

4.2.4 the job specification and particular standards which may need to be met;

4.2.5 the anticipated timeframes for the delivery and performance of the Services;

4.2.6 any key performance indicator reporting that may be agreed; and

4.2.7 an escalation process.

5. EXIT PLAN

5.1 The parties shall:

5.1.1 if either party gives notice to the other party of its intention to terminate the Agreement under clause 2.2, during such notice period; or,

5.1.2 if the Agreement is terminated pursuant to a provision of clause 10, or otherwise, as soon as reasonably practicable thereafter; use their respective reasonable endeavours to agree an Exit Plan.

5.2 The Exit Plan shall include:

5.2.1 details of how the Containers and/or Customer's Items shall be returned to the Customer or otherwise be destroyed or disposed of by EvaStore;

5.2.2 the anticipated timeframes for the completion of such return, destruction or disposal of the Containers and/or Customer's Items; and

5.2.3 EvaStore's applicable Charges for the Services to be delivered as part of the termination and winding down of the Agreement.

5.3 In the event the parties fail to agree an Exit Plan in accordance with this clause 5, EvaStore shall return the Containers and/or Customer's Items to the Customer's Site(s), at the Customer's cost and subject to EvaStore's Charges, within a reasonable period of time after the termination of the Agreement.

6. CUSTOMER'S OBLIGATIONS

6.1 The Customer agrees and undertakes to:

6.1.1 co-operate with EvaStore in all matters relating to the Services and comply with all reasonable instructions of EvaStore in relation to this Agreement and the Services;

6.1.2 promptly provide EvaStore with such information and materials as EvaStore may reasonably require in order to deliver and perform the Services, and ensure that such information and materials are complete, accurate and not misleading in all material respects;

6.1.3 promptly provide EvaStore with such information and materials as the Customer would reasonably expect EvaStore to require in order to provide the Services and perform its other obligations and enjoy its other rights under the Agreement;

6.1.4 comply with all applicable laws, including health and safety and environmental laws; and

6.1.5 comply with its obligations under Schedule 1 in respect of the Services to be delivered and performed by EvaStore (as applicable).

6.2 If EvaStore's performance of any of its obligations under the Agreement is prevented or delayed by any act or omission of the Customer or failure by the Customer to perform any of its own obligations (including a failure to pay the Charges as and when they are due) (**Customer Default**):

6.2.1 without limiting or affecting any other right or remedy available to it, EvaStore shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays EvaStore's performance of any of its own obligations;

6.2.2 without limiting or affecting any other right or remedy available to it, EvaStore shall have the right, but shall be under no obligation, to remedy the Customer Default (whether in whole or in part) at the Customer's cost;

6.2.3 EvaStore shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from EvaStore's failure or delay to perform any of its obligations pursuant to a Customer Default as set out in this clause 6.2; and

6.2.4 the Customer shall reimburse EvaStore on written demand for any costs or losses sustained or incurred by EvaStore arising directly or indirectly from the Customer Default.

6.3 Notwithstanding any other term of the Agreement, the Customer shall indemnify and keep EvaStore indemnified in full against all costs, expenses, damages and losses, including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by EvaStore as a result of or in connection with the Customer's breach of the terms of the Agreement including any negligent or reckless act, omission or default.

7. CUSTOMER'S AUTHORISED PERSON(S)

7.1 The Customer appoints the person or persons named in Schedule 2 as its Authorised Person(s).

7.2 The Customer's Authorised Person(s) shall have the authority to act on behalf of and bind the Customer in all matters relating to the Agreement and EvaStore's supply and performance of the Services.

7.3 The Customer shall be permitted to modify its Authorised Person(s) (including the addition or removal of Authorised Person(s)) on written notice to EvaStore, with such modifications to take effect from the time and date specified in such notice.

7.4 The Customer shall ensure that its Authorised Person(s) fully comply with the confidentiality obligations set out in clause 13.

8. EVASTORE'S OBLIGATIONS

- 8.1 EvaStore shall provide the Services:
- 8.1.1 in accordance with the terms of the Agreement in all material respects; and
- 8.1.2 with reasonable skill and care.
- 8.2 EvaStore shall use its reasonable endeavours to meet any anticipated performance dates and times specified in the Service Level Agreement, but any such dates and times shall be estimates only and time shall not be of the essence for performance of the Services.

9. CHARGES AND PAYMENT

9.1 EvaStore shall supply the Customer with details of the Charges applicable to the Services prior to the Services Commencement Date or, otherwise, within 14 days of receipt of a written request from the Customer for such details. EvaStore shall notify the Customer of any changes to the list of the applicable Charges made in accordance with the terms of the Agreement from time to time. The Charges for the Services will be calculated with reference to the details provided by EvaStore to the Customer from time to time in accordance with the terms of the Agreement.

9.2 EvaStore shall invoice the Customer for:

9.2.1 the monthly Charges, on a monthly basis in arrears. The monthly Charges shall not be calculated on a pro rata basis with reference to the individual Containers and/or Customer's Items or the number of days in each month during which the Services are provided in relation to such Containers and/or Customer's Items. The monthly Charges shall be calculated as if the Services had been provided in relation to such Containers and/or Customer's Items for the entire month (as applicable); and

9.2.2 the annual Charges, on an annual basis on 1 April in each year. In the first year of the Agreement such charges will be calculated on a pro rata basis for each day of the year during which the Services were provided.

In each case, such invoices may be supplied by EvaStore to the Customer via post, fax or email.

9.3 Any Additional Services provided by EvaStore to the Customer pursuant to clause 3.3 shall be charged at such a price as may be agreed between the parties. EvaStore may, at its discretion:

9.3.1 include the Charges for any Additional Services provided within its monthly invoice for the Charges; or

9.3.2 present a separate invoice in respect of the Charges for any Additional Services provided.

9.4 Unless otherwise agreed or stated in the relevant invoice, each of EvaStore's invoices shall be due and payable on the last day of the month following the month in which it was raised, and the Customer shall pay such invoices by one of the following methods:

9.4.1 direct debit;

9.4.2 bank transfer;

9.4.3 cheque;

9.4.4 PayPal;

9.4.5 debit card; or

9.4.6 credit card.

9.5 All sums payable to EvaStore under the Agreement are exclusive of VAT, and the Customer shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice.

9.6 If the Customer fails to make a payment due to EvaStore by the due date, then, without limiting EvaStore's other remedies under clause 6.2 or clause 10, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 9.6 will accrue each day at 4% a year above National Westminster Bank plc's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

9.7 The Customer agrees to indemnify and keep indemnified EvaStore in full, and on demand, from and against all and any losses, costs (including legal costs) and expenses suffered or incurred by EvaStore arising out of or in connection with the Customer's failure to make a payment due to EvaStore by the due date for payment.

9.8 All amounts due under the Agreement from the Customer to EvaStore shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

9.9 Notwithstanding any other term of the Agreement, EvaStore may:

9.9.1 increase the Charges on an annual basis with effect from each anniversary of the Services Commencement Date in line with the percentage increase in the Retail Prices Index (as published from time to time by the Office for National Statistics) in the preceding 12-month period, and the first such increase shall take effect on the first anniversary of the commencement of the Services Commencement Date and shall be based on the latest available figure for the percentage increase in the Retail Prices Index. Any such increases to the Charges shall be notified by EvaStore to the Customer in writing not less than 28 days in advance of the proposed date on which any such increase is due to take effect; and

9.9.2 if in its absolute discretion it considers it necessary, and not withstanding clause 9.9.1, increase the Charges (whether in whole or in part) at any time immediately on written notice to the Customer in so far as EvaStore's base costs in relation to the provision of the Services increase and such increase is beyond its control (including, an increase in the costs of goods and materials (for example, the Containers) and the costs of employees and sub-contractors).

9.10 In the event that EvaStore agrees with the Customer for the payment of any Charges to be waived, deferred or postponed pending the expiry of the Initial Term (including any such waiver, deferral or postponement set out in the Service Level Agreement), and the Customer notifies EvaStore that it wishes to terminate the Agreement prior to the expiry of the Initial Term, then the Customer shall be liable to pay EvaStore for any such Charges that EvaStore would have charged had it not agreed to waive, defer or postpone them. EvaStore may invoice the Customer for these Charges in accordance with this clause 9.

10. TERMINATION AND CONSEQUENCES OF TERMINATION

10.1 The Agreement shall continue until the earliest of:

10.1.1 the expiry of any notice of a party's intention to terminate the Agreement in accordance with clause 2.2;

10.1.2 EvaStore giving the Customer immediate written notice of its termination, in the event the Customer:

(a) commits a material breach of any of the terms of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 5 Business Days after being notified in writing to do so;

(b) repeatedly breaches (whether such breaches are material and/or minor in nature) any of the terms of the Agreement in such a manner as to reasonably justify EvaStore's opinion that the Customer's conduct is inconsistent with it having the intention or ability to give effect to the terms of the Agreement;

(c) fails to pay any amount due under the Agreement on the due date for payment and remains in default for not less than 5 Business Days after being notified in writing to make such payment; or

(d) is the subject of, or undergoes, a change of control (within the meaning of section 1124 of the Corporation Tax Act 2010);

10.1.3 EvaStore giving the Customer immediate written notice of its termination as a result of any of the Containers and/or Customer's Items being in breach of the terms set out in paragraph 2.2 of Part 1 of Schedule 1 or otherwise posing a risk to the health and safety of EvaStore and its employees, agents and contractors; or

10.1.4 either party giving the other party immediate written notice of its termination, in the event that the other party:

(a) suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is

deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words 'it is proved to the satisfaction of the court' did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

(b) commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors;

(c) (being a company, limited liability partnership or partnership) files a petition, gives a notice, or passes a resolution, or an order is made, for or in connection with the winding up of the other party or (being an individual) is the subject of a bankruptcy petition, application or order;

(d) suffers from any other form of financial distress, including the appointment of another person to manage their business, assets and affairs; or

(e) suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

10.2 On termination of the Agreement:

10.2.1 the Customer shall immediately pay to EvaStore all of EvaStore's outstanding unpaid invoices and interest and, in respect of any other Services supplied but for which no invoice has been submitted, EvaStore may submit an invoice, which shall be payable immediately on receipt; and

10.2.2 the Customer shall continue to be liable for any Charges EvaStore incurs in respect of any Services provided by EvaStore following termination, until such time as all of the Containers and/or Customer's Items are either permanently withdrawn from the Storage Location or are otherwise destroyed or disposed of (in accordance with the terms of the Agreement). Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after its termination shall remain in full force and effect.

10.3 Termination of the Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.

11. EXCLUSION AND LIMITATION OF EVASTORE'S LIABILITY

11.1 Nothing in the Agreement shall limit or exclude EvaStore's liability for:

11.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or contractors;

11.1.2 fraud or fraudulent misrepresentation; or

11.1.3 any other liability which cannot be limited or excluded by applicable law.

11.2 Subject to clause 11.1:

11.2.1 EvaStore shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Agreement for:

(a) loss of profits;

(b) loss of sales or business;

(c) loss of agreements or contracts;

(d) loss of anticipated savings;

(e) loss of use or corruption of software, data or information;

(f) loss of or damage to goodwill; and

(g) any indirect or consequential loss.

11.2.2 EvaStore shall not be liable to the Customer for any costs, expenses, damages and losses, (including any interest, fines, legal and other professional fees and expenses) awarded against or incurred or paid by the Customer unless the same arises as a direct result of EvaStore's breach of the terms of the Agreement including any negligent or reckless act, omission or default and such breach does not arise as a result of or in connection with a Customer Default;

11.2.3 EvaStore's total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Agreement, for the entirety of its term, shall be limited to £5,000,000, being the limit of EvaStore's liability insurance cover in respect of the Services;

11.2.4 notwithstanding the total cap on EvaStore's liability, as set out in clause 11.2.3, EvaStore's liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with:

(a) any accidental damage to or loss of the Containers and/or Customer's Items (as applicable) shall be limited to and not exceed EvaStore's Charges (invoiced and paid) in respect of the Services provided in relation to such Containers and/or Customer's Items (as applicable) in the 12 month period preceding the date on which the Customer's individual claim arises; and

(b) any other default, act or omission under the Agreement shall be limited to and not exceed EvaStore's Charges (invoiced and paid) in the six month period preceding the date on which the Customer's individual claim arises.

11.3 All conditions, warranties and other terms which might be implied or incorporated into the Agreement, whether by statute, common law or otherwise, are hereby excluded to the fullest extent permitted by law.

11.4 The Customer acknowledges and agrees that it has had the opportunity to read, consider and negotiate the terms of this clause 11 and that it considers the same to be reasonable given the subject matter of the Agreement.

12. CUSTOMER'S INSURANCE OBLIGATIONS

12.1 The Customer acknowledges and agrees that EvaStore is unable to assess and determine the value of the Containers and/or Customer's Items and whether or not the exclusion and limitation of EvaStore's liability under clause 11.2 is fair, reasonable and commensurate with the Customer's potential losses (in particular, the accidental loss of or damage to the Containers and/or Customer's Items).

12.2 The Customer shall therefore:

12.2.1 ensure that appropriate insurance policies are taken out with a reasonable amount of cover (given the value of the Containers and/or Customer's Items, the subject of the Agreement) with reputable insurers in relation to the Containers and/or Customer's Items;

12.2.2 on request, supply to EvaStore copies of such insurance policies and evidence that the relevant premiums have been paid; and

12.2.3 comply with all terms and conditions of such insurance policies at all times.

If cover under these insurance policies should lapse or not be renewed or be changed in any material way or if the Customer is aware of any reason why the cover under such insurance policies may lapse or not be renewed or be changed in any material way, the Customer shall notify EvaStore immediately without delay.

13. CONFIDENTIAL INFORMATION AND DATA PROTECTION

13.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party except:

13.1.1 to its employees, contractors, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Agreement. Each party shall ensure that its employees, contractors, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 13.1; and

13.1.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

13.2 Neither party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Agreement.

13.3 For the purposes of this clause 13, **confidential information** includes any information (recorded in any medium whatsoever) which a reasonable and prudent businessman would consider to be confidential and proprietary in nature.

13.4 The Customer agrees that EvaStore may store the Customer's information (including its name, address, telephone number and email address) on EvaStore's database and:

13.4.1 use such information to contact the Customer about the Services and other goods or services which EvaStore thinks that the Customer may be interested in;

13.4.2 pass such information on to third parties, including credit reference agencies or insurers; and

13.4.3 use such information as may be otherwise reasonably required by EvaStore for the purposes of the Agreement.

13.5 Both parties agree to comply with all applicable requirements of the Data Protection Legislation. The obligations set out in these Terms are in addition to, and do not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

13.6 The parties acknowledge that, for the purposes of the Data Protection Legislation, EvaStore may be a data processor (where **data processor** has the meaning as defined in the Data Protection Legislation).

13.7 The Customer shall:

13.7.1 provide EvaStore with any information and/or documentation EvaStore reasonably requires in order to comply with its obligations and responsibilities under the Data Protection Legislation and any other similar applicable laws and regulations; and

13.7.2 ensure that it has all necessary appropriate consents and notices in place to enable the lawful transfer to, and storage and processing of personal data by, EvaStore for the duration and purposes of the Agreement (where **personal data** has the meaning defined in the Data Protection Legislation).

13.8 EvaStore shall, in relation to any personal data stored and processed in connection with the delivery of the Services or the performance by EvaStore of its other obligations under the Agreement:

13.8.1 store and process that personal data only for the purposes of delivering the Services and performing its other obligations under the Agreement;

13.8.2 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;

13.8.3 ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;

13.8.4 assist the Customer, at the Customer's cost, in responding to any request from a data subject (where **data subject** has the meaning defined in the Data Protection Legislation) and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

13.8.5 notify the Customer without undue delay on becoming aware of a personal data breach;

13.8.6 maintain accurate and up to date records and information to demonstrate its compliance with its obligations under this clause 13.8;

13.8.7 not transfer any personal data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

- the Customer or EvaStore has provided appropriate safeguards in relation to the transfer;
- the data subject has enforceable rights and effective legal remedies;
- EvaStore complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
- EvaStore complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data;

13.8.8 at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of this Agreement unless required by applicable law to store the personal data;

13.9 The Customer does not consent to EvaStore appointing any third party processor of personal data under this Agreement.

13.10 The Customer shall comply with all policies and procedures notified to it by EvaStore from time to time where the subject matter relates to data protection and processing pursuant to the Data Protection Legislation.

14. INTELLECTUAL PROPERTY

14.1 In this clause 14, **Intellectual Property Rights** means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

14.2 The Agreement does not transfer any interest in Intellectual Property Rights existing prior to the date of commencement of this Agreement.

14.3 All Intellectual Property Rights developed or created by a party pursuant to this Agreement and the provision of the Services shall be owned by and vest in EvaStore.

14.4 The Customer shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to the provisions of clause 14.3.

15. NOTICES

15.1 Any notice or other communication given to a party under or in connection with the Agreement shall be in writing and shall be:

15.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service to the address notified to the other party from time to time for this purpose; or

15.1.2 sent by fax to its fax number or sent by email to its email address, in each case notified to the other party from time to time for this purpose.

15.2 Any notice or communication shall be deemed to have been received:

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

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

15.2.3 if sent by fax or email, at 9.00 am on the next Business Day after transmission.

15.3 This clause 15 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

16. GROUP COMPANIES AND THIRD PARTY RIGHTS

16.1 EvaStore may provide the Services to companies within the Customer's Group as if they were the Customer, provided that:

16.1.1 EvaStore is made aware of the identity of each Group Company within the Customer's Group who wishes to receive the Services;

16.1.2 the Customer confirms that each such Group Company is aware of and agrees to comply with the terms of the Agreement prior to EvaStore's provision of the Services to them;

16.1.3 the Customer procures that each such Group Company fully observes and complies with the terms of the Agreement; and

16.1.4 the Customer agrees to be responsible and liable for the actions, omissions and negligence of each Group Company within its Group (including any breach of the terms of the Agreement) as if such actions, omissions and negligence were its own (including the failure to make payment of EvaStore's Charges).

16.2 Save for any member of the Customer's Group, nothing in the Agreement gives rise to any rights under the Contracts (Rights of Third Parties) Act 1999 for a third party to enforce any term of the Agreement.

16.3 The rights of the parties to terminate or vary the terms of the Agreement are not subject to the consent of any other person.

17. NO PARTNERSHIP OR AGENCY

17.1 Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

17.2 Each party confirms that it is acting on its own behalf and not for the benefit of any other person.

18. FORCE MAJEURE

Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for a continuous period of not less than 60 days, then the party not affected may terminate the Agreement by giving 5 Business Days written notice to the affected party.

19. FURTHER ASSURANCE

The Customer shall, and shall use all reasonable endeavours to procure that any necessary third party shall, (in each case, at its own cost) execute and deliver such documents and perform such acts as may be required by EvaStore for the purpose of ensuring the Customer's full compliance with the terms of the Agreement.

20. SET-OFF

20.1 EvaStore may at any time, without notice to the Customer set off any liability of the Customer to EvaStore against any liability of EvaStore to the Customer, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Agreement.

20.2 Any exercise by EvaStore of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Agreement or otherwise.

21. SEVERANCE

If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.

22. VARIATION

Save for as expressly provided otherwise in these Terms, no variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

23. WAIVER

No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

24. REMEDIES

The rights and remedies provided under the Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

25. ENTIRE AGREEMENT

25.1 The Agreement is comprised of the Agreement Summary, these Terms and the Schedules. These documents apply to the Agreement to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

25.2 Any advertising, marketing and publicising materials (including, for example, EvaStore's website, brochures or leaflets) and any other descriptive or expressive matter or materials issued or published by EvaStore (in any medium whatsoever), are issued or published for the sole purpose of giving EvaStore's customers an approximate idea of the Services. Such materials shall not form part of the Agreement or have any contractual force.

25.3 The documents set out in clause 25.1 constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

25.4 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.

26. CONFLICT OF TERMS

If there is an inconsistency between any of the provisions in the main body of this Agreement, the Schedules of this Agreement and the Service Level Agreement, the provisions of such documents shall prevail in the following order of priority:

26.1.1 first, the main body of this Agreement;

26.1.2 second, the Schedules of this Agreement; and

26.1.3 third, the Service Level Agreement.

27. JOINT AND SEVERAL LIABILITY

If the Customer is comprised of two or more persons or is one person acting for and on behalf of other persons, all such persons shall be responsible for the performance of the obligations and the satisfaction of the liabilities of the Customer on a joint and several basis. EvaStore may take action against, or release or compromise the liability of any such person without affecting the liability of any other such person.

28. ASSIGNMENT AND OTHER DEALINGS

28.1 The Customer shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Agreement (including the Licence) without EvaStore's prior written consent.

28.2 EvaStore may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under the Agreement without the prior consent of the Customer.

29. MEDIATION

If any dispute arises in connection with the Agreement, which is not otherwise resolved in accordance with the terms of any escalation process set out in the Service Level Agreement, the parties agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties within 14 days of the service of an ADR Notice, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing (**ADR Notice**) to the other party to the dispute, referring the dispute to mediation. A copy of the referral must be sent to CEDR. Unless otherwise agreed, the mediation will start not later than 28 days after the date of the ADR Notice. No party may commence any court proceedings in relation to any dispute arising out of the Agreement

until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

30. GOVERNING LAW AND JURISDICTION

30.1 The Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

30.2 Subject to clause 29, each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.

30.3

Schedule 1 Services

Part 1. Terms applicable to all Services

1. If it is agreed between the parties that EvaStore should collect and/or deliver the Containers and/or Customer's Items from the Customer's Site(s):

1.1 EvaStore shall:

1.1.1 provide barcode labels (as applicable) for the Customer to apply to Containers and/or Customer's Items, to allow unique identification and management of information;

1.1.2 transport or transmit the Containers and/or Customer's Items by such means as may be appropriate, to and from the Storage Location. EvaStore may, at its discretion, limit the number of Containers and/or Customer's Items delivered or collected in one visit or on a single Business Day;

1.1.3 collect and/or deliver such Containers and/or Customer's Items from the relevant Service Point, which unless otherwise agreed, shall be on a ground floor level at the Customer's Site(s), as specified in the Service Level Agreement, within a reasonable period of time following its receipt of the Customer's notice confirming that such Containers and/or Customer's Items are ready for collection and/or delivery; and

1.1.4 comply with the Customer's reasonable instructions, and applicable health and safety and security rules and regulations, whilst at the Customer's Site(s);

1.2 the Customer shall:

1.2.1 provide reasonable notice to EvaStore that such Containers and/or Customer's Items are ready for collection (in line with the Service Level Agreement) and the details of such Containers and/or Customer's Items to be collected, stored, scanned and/or shredded or otherwise destroyed or disposed of (as applicable) (including, if applicable, the information set out in paragraph 2.2 of Part 2 of this Schedule 1);

1.2.2 provide EvaStore, and its employees, agents and contractors, with unhindered access to and exit from the Customer's Site(s);

1.2.3 ensure that the Customer's Site(s) are ready for the supply of the Services, and are, and remain, safe and free from all obstructions, dangers, risks and other hazards;

1.2.4 where Containers are to be collected by EvaStore, ensure that such Containers are properly packed and secured before EvaStore attends the Customer's Site(s) to collect such Containers;

1.2.5 ensure that the Containers and/or Customer's Items are ready for collection at the relevant Service Point (to be on ground floor level) at the times and on the dates agreed for such collection;

1.2.6 promptly notify EvaStore of any applicable health and safety and security rules and regulations which apply at the Customer's Site(s), and promptly update EvaStore of any changes to such rules and regulations from time to time; and

1.2.7 ensure that EvaStore will not be required to pay or satisfy any parking fees, tolls or other charges whilst providing the Services at the Customer's Site(s) and, in such event, the Customer shall bear responsibility for the same in addition to all other fines and penalties incurred by EvaStore (provided EvaStore provides evidence of such costs).

2. The Customer acknowledges, agrees, and shall ensure that:

2.1 it is the legal and beneficial owner of the Containers and/or Customer's Items or otherwise has authority and permission from the legal and beneficial owner of the Containers and/or Customer's Items to deal with them in a manner consistent with the terms of the Agreement in so far as they relate to the Services (including any permissions or consents required under the Data Protection Legislation);

2.2 the Containers and/or Customer's Items:

2.2.1 are safe and secure and are not dangerous, hazardous, flammable, tainted, contaminated, polluted, unclear, corrosive, explosive, radioactive, toxic, harmful, damp, harbouring pests, and/or otherwise illegal, immoral, obscene or offensive in nature, and do not contain any other combustibles, general waste, glass, metal objects, matches, carbon fibre, liquid, and in relation to Containers that are Media, that they are free from viruses, malware and any other code which could cause damage to EvaStore's computer systems;

2.2.2 are in a suitable condition and ready to be handled, transported, stored, scanned, shredded and/or destroyed or disposed of by EvaStore and its employees, agents and contractors (as applicable);

2.2.3 have been, and will remain for the duration of the Agreement, insured by a reputable insurance provider (in accordance with the provisions of clause 12 of the Terms);

2.3 it notifies EvaStore immediately and, in any event, prior to collection, if the Containers and/or Customer's Items do not comply with the requirements of paragraph 2.2 of Part 1 of this Schedule 1, in which case EvaStore shall have the option, at its absolute discretion, to accept or reject the Containers and/or Customer's Items for the purposes of providing the Services, and if such of the Containers and/or Customer's Items are accepted:

2.3.1 the Customer shall comply with all of EvaStore's reasonable requests in relation to those Containers and/or Customer's Items, including any health and safety precautions;

2.3.2 EvaStore shall notify the Customer of the additional Charges payable by the Customer in respect of any additional and extraordinary measures which will need to be or have been taken by EvaStore in relation to such Containers and/or Customer's Items, including their handling, transportation, separating and re-boxing, storage, scanning, shredding and/or destruction or disposal by whatever means necessary, along with the supply of any additional Containers that may be required; and

2.4 it promptly notifies EvaStore in writing of any changes it wishes to make to the Services to be delivered which is inconsistent with the Service Level Agreement;

2.5 EvaStore is permitted to access and inspect the Containers and/or Customer's Items at any time (whether the Containers and/or Customer's Items are already situated at, or are in the process of being delivered and stored at, the Storage Location and/or whilst they are being collected from and/or delivered to the Customer's Site(s));

2.6 it may only transport and/or transmit Containers and/or Customer's Items to the Storage Location itself, or via a third party or subcontractor, on a Business Day and provided that it has provided not less than 24 hours' notice of the same to EvaStore in advance;

2.7 if it attends the Storage Location, it complies with any applicable health and safety, fire safety and security rules and regulations as notified to it by EvaStore from time to time;

2.8 prior to the Services Commencement Date, it obtains all necessary licences, permissions and consents which may be required for EvaStore to deliver and perform the Services, and shall, for the duration of the Agreement, maintain and preserve such licences, permissions and consents;

2.9 it has and will act in compliance with the Data Protection Legislation in respect of any information contained within the Containers and/or Customer's Items that may be handled and accessed by EvaStore as part of the provision of the Services;

2.10 it is registered with, and remains registered with, the Information Commissioner's Office for the duration of the Agreement; and

2.11 it shall notify EvaStore if any temporary retrieval of the Containers and/or Customer's Items is intended to be made permanent. Until such notification is received, space will be left available and reserved at the Storage Location, for such of the Customer's Items in question, at the Customer's cost, and the Charges will continue to apply for the reservation of such Storage Location.

3. Unless otherwise agreed in writing by EvaStore, if during the term of the Agreement the Customer notifies EvaStore that it wishes for Containers and/or the Customer's Items to be permanently withdrawn from storage or any such Containers and/or Customer's Items are otherwise returned, destroyed or disposed of, or the Agreement is terminated for any reason whatsoever and the Containers and/or Customer's Items are permanently withdrawn or are otherwise destroyed or disposed of, the information EvaStore holds in respect of those Containers and/or Customer's Items (including the relevant barcode numbers, descriptions, sequence numbers, review and destruction dates, activities, activities dates, scanned images, metadata and other database information) shall be permanently deleted from EvaStore's systems within six months of the last activity date in respect of those Containers and/or Customer's Items.

4. As part of the Services, EvaStore may provide the Customer with Containers, in which the Customer's Items can be deposited. The Customer acknowledges and agrees that:

4.1 the Containers provided are the property of EvaStore and unless otherwise agreed in writing nothing in the Agreement is intended to, or shall have the effect of, transferring ownership of the Containers;

4.2 it shall use the Containers exclusively for the purposes of the Services in accordance with the instructions of EvaStore;

4.3 it shall not remove the Containers from the Customer's Site(s) unless otherwise authorised by EvaStore in advance;

4.4 it shall keep the Containers safe and secure and not allow them to be damaged, destroyed or lost (including, for example, leaving the Containers unattended or outside in bad weather);

4.5 if the Containers are, as a result of the acts, omissions or negligence of the Customer, damaged, destroyed or lost, EvaStore may, as part of the Charges, charge the Customer for such damaged, destroyed or lost Containers;

4.6 it is the Customer's responsibility to ensure that the Customer's Items are deposited and properly packed within the Containers. If the Customer's Items are left on or near the Containers and EvaStore is required to pack such Customer's Items into the Containers, unless otherwise agreed with EvaStore in advance, this shall constitute a Customer Default for the purposes of clause 6.2 of the Terms; and

4.7 upon termination of the Agreement for any reason whatsoever, unless otherwise agreed in writing, to promptly return any Containers in the Customer's possession to EvaStore in a good and satisfactory condition.

5. If, pursuant to the terms of the Agreement, the Containers and/or Customer's Items are picked or retrieved and thereafter delivered to or collected by the Customer, the Customer shall be required to sign documentation and/or electronic proof of delivery and/or collection device, to acknowledge the delivery and/or collection of Containers and/or Customer's Items. The Customer and EvaStore agree that this constitutes conclusive evidence of the date and time of delivery and/or collection of Containers and/or Customer's Items. The Customer will then have 5 Business Days to inspect the same to ensure that they are in good order, in the correct quantity and are comprised of the correct materials. Unless EvaStore receives notice of any issues with the Customer's Items within such 5 Business Day period, the Customer shall be deemed to have:

5.1 accepted that the Containers and/or Customer's Items are in good order; and

5.2 waived all claims that it might have against EvaStore in relation to the Containers and/or Customer's Items and their condition (including any damage or deterioration, quantity and their constitution (in particular, what materials the Customer's Items are comprised of)).

Part 2. Terms applicable to Storage Services

1. EvaStore agrees and undertakes to:

1.1 store the Containers and/or Customer's Items at the Storage Location for the agreed period of time in accordance with the Service Level Agreement. During this time, EvaStore reserves the right, at its discretion, to move, or relocate, Containers and/or Customer's Items to an alternative Storage Location or Storage Area of its choice;

1.2 use its reasonable endeavours to undertake a monthly review of the Containers and/or Customer's Items stored at the Storage Location in order to identify any of the Containers and/or Customer's Items which are specified to be reviewed or destroyed or disposed of. EvaStore may notify the Customer of any of the Containers and/or Customer's Items it identifies which are specified to be reviewed or destroyed or disposed of and request the Customer's confirmation as to what it wishes to be done with such Containers and/or Customer's Items (in particular, their continued storage or destruction or disposal). EvaStore shall take no action in relation to Containers and/or Customer's Items until a response has been received from the Customer;

1.3 retrieve and return the Containers and/or Customer's Items to the Customer on a temporary basis within a reasonable period of time following its receipt of the Customer's notice requesting that such Containers and/or Customer's Items be temporarily retrieved and returned; and

1.4 within a reasonable period of time following the termination of the Agreement or the cessation of the Storage Services, notify the Customer in writing that the Containers and/or Customer's Items are ready for collection and removal from the Storage Location. The parties may agree for EvaStore to undertake this work pursuant to paragraph 2.7 of Part 2 of this Schedule 1 in consideration of additional Charges.

2. The Customer agrees and undertakes to:

2.1 unless otherwise agreed with EvaStore, use archive boxes provided by EvaStore as Containers for the Customer's Items. In any instance, Containers in the form of archive boxes will need to be verified as acceptable to EvaStore (at its reasonable discretion) prior to collection, depositing and/or storage at the Storage Location, and such Containers shall always be assembled correctly by the Customer and be complete with lids;

2.2 use any paperwork, spread sheets, or online systems provided by EvaStore, to record barcode numbers for the Containers and/or Customer's Items and any other relevant information on Containers and/or Customer's Items which are to be stored by EvaStore (such as a reference or identification number for each Container and/or the Customer's Items, a description of contents, any sequence or date ranges and the destroy and/or review dates). The Customer shall provide such information back to EvaStore and agrees that EvaStore may import such information to its database and use it to implement and provide the Services in accordance with the Agreement. The Customer shall also record this information against their own inventory or database to allow for future management of the information and the Services. If the Customer does not provide such information, or provides incorrect or incomplete information, then this shall constitute a Customer Default for the purposes of clause 6.2. Without affecting any other rights or remedies available to it, should the Customer be in breach of its obligations under this paragraph 2.2 of Part 2 of Schedule 1, EvaStore may levy additional Charges in respect of the time and effort it expends in remedying the Customer's breach (including, liaising with the Customer in relation to its errors and manually recording or cataloguing information from Containers and/or Customer's Items);

2.3 ensure that the Customer's Items and all Containers (containing such Customer's Items) (as applicable) do not individually weigh more than 15 kilograms;

2.4 promptly notify EvaStore in writing of any changes it wishes to make to any information EvaStore may hold in relation to Containers and/or Customer's Item's, such as content descriptions, sequence ranges, storage review and/or destruction or disposal dates;

2.5 notify EvaStore if it wishes for EvaStore to temporarily retrieve and return any of the Containers and/or Customer's Items, quoting the relevant barcode numbers and any other relevant description information in order to facilitate the Services;

2.6 confirm in writing whether or not it wishes for any of the Containers and/or Customer's Item's stored at the Storage Location, which are identified to be reviewed or destroyed or disposed of, to be stored for an additional period or otherwise destroyed or disposed of. EvaStore may, at its discretion, before it destroys any such Containers and/or Customer's Items, seek final confirmation from the Customer that it wishes for such Containers and/or Customer's Items to be destroyed. If EvaStore requests such final confirmation from the Customer, such Containers and/or Customer's Items shall continue to be stored at the Storage Location, at the Customer's cost, and the Charges will continue to apply to the storage of such Containers and/or Customer's Items, until the Customer provides its final confirmation in accordance with this paragraph 2.6 of Part 2 of this Schedule 1. EvaStore shall not be liable for the destruction of Containers and/or Customer's Items in circumstances where the Customer has provided incorrect or incomplete instructions, barcode numbers and/or descriptions in relation to such Containers and/or Customer's Items;

2.7 on termination of the Agreement or the cessation of the Storage Services, unless otherwise agreed in writing by EvaStore, bear responsibility for the collection, removal and transportation of all of the Containers and/or Customer's Items from the Storage Location. In the event EvaStore agrees to undertake this work for the Customer, the Customer shall be liable to pay EvaStore for all costs, charges and expenses incurred by it (including the costs of picking and retrieval, packaging, and transportation) which may be charged by EvaStore as Charges (and all such Charges must be satisfied in full prior to the release or delivery of such Containers and/or Customer's Items). Subject to the foregoing, the Customer shall collect and remove the Containers and/or Customer's Items from the Storage Location within 5 Business Days of receipt of EvaStore's notice that the Customer's Items are ready for collection. The Customer acknowledges and agrees that, in the event that it does not collect and remove the Containers and/or Customer's Items from the Storage Location within such 5 Business Day period, EvaStore may, at its option, either destroy or dispose of or sell (and retain the proceeds of sale of) the Containers and/or Customer's Items or otherwise continue to store them at the Customer's cost as Charges for the time being. EvaStore may, at its discretion, limit the number of Containers and/or Customer's Items to be delivered or collected, pursuant to this paragraph 2.7 of Part 2 of Schedule 1, in one visit or on a single Business Day.

3. Unless otherwise agreed by EvaStore, the minimum period for the provision of the Storage Services, and the storage of the Containers and/or Customer's Items at the Storage Location, shall be for the duration of the Initial Term. If the Customer notifies EvaStore that it wishes for the Containers and/or Customer's Items to be permanently withdrawn or otherwise destroyed or disposed of before the end of the Initial Term, then in addition to any Charges for Services already provided by EvaStore, the Customer shall be liable to pay EvaStore the Charges that EvaStore would have charged for the storage of the Containers and/or Customer's Items for the remainder of the Initial Term (which may be detailed in the Service Level Agreement). EvaStore may invoice the Customer for such Charges in accordance with clause 9 of the Terms.

Part 3. Terms applicable to Scanning Services

1. EvaStore agrees and undertakes to:

1.1 produce scanned Images from the Containers and/or Customer's Items and transfer or transmit such Images to Media and/or the Storage Location in accordance with the Customer's reasonable instructions as detailed in the Service Level Agreement;

1.2 supply the Images of the Containers and/or Customer's Items to the Customer via suitable Media, email, or such other delivery method as the parties may agree or as is otherwise set out in the Service Level Agreement, within a reasonable period of time after such Containers and/or Customer's Items have been scanned; and

1.3 in the event the Scanning Services are not provided to the reasonable satisfaction of the Customer (for example, where the Containers and/or Customer's Items are scanned incorrectly, Images contain errors or are of unsatisfactory quality), and provided that the Customer notifies EvaStore within 30 days of receiving its Images of such unsatisfactory quality, remedy the same by promptly undertaking the Scanning Services again. If the Customer fails to provide EvaStore with such notification it shall be deemed to have accepted that the Scanning Services and Images were provided satisfactorily in accordance with the Agreement.

2. The Customer agrees and undertakes to:

2.1 review and confirm its acceptance of the relevant Service Level Agreement prior to the commencement of the Scanning Services; and

2.2 treat any estimate of the number of Images which will be prepared from Containers and/or Customer's Items as an approximation only. The Customer acknowledges and agrees that it is generally unfeasible to accurately quantify the number of Images that will be created from the Containers and/or Customer's Items. Any such approximation of Image counts provided shall be used by the Customer's for its informational purposes only and the Customer shall, for the purposes of determining the Charges, be required to accept EvaStore's final count of Images produced and invoiced for regardless of any estimates provided in the Service Level Agreement;

2.3 within 30 days of completion of the Scanning Services, confirm in writing whether or not it wishes for any of the Containers and/or Customer's Item's to be stored at the Storage Location (as part of the Storage Services) or otherwise returned to the Customer or be destroyed or disposed of. In the event such confirmation is not received, the Containers and/or Customer's Items shall be stored at the Storage Location (as part of the Storage Services), at the Customer's cost, and the Charges will apply to the storage of such Customer's Items, until the Customer provides its instructions in accordance with this paragraph 2.3 of Part 3 of this Schedule 1 or the Agreement is otherwise terminated. If the Agreement is terminated, and the Customer continues to fail to provide its confirmation as to what should be done with the relevant Containers and/or Customer's Items, the Customer acknowledges and agrees that EvaStore may, at its option, either destroy or dispose of or sell (and retain the proceeds of sale of) the Containers and/or Customer's Items or otherwise continue to store them at the Customer's cost as Charges for the time being; and

3. The Customer acknowledges and accepts that:

3.1 if the relevant Service Level Agreement does not provide for the verifying, checking, or balancing of Images to a particular standard, then EvaStore's unverified results shall be treated as complete, accurate and satisfactory to the Customer;

3.2 EvaStore shall not have any liability to it in respect of the Scanning Services where the errors in the Images have arisen as a result of any specific requests or requirements of the Customer against the advice of EvaStore; and

3.3 due to the preparation work involved in the provision of the Scanning Services, Containers and/or Customer's Items will not be re-constituted into their original format after the Scanning Services have been provided, unless this has otherwise been agreed with EvaStore in advance.

Part 4. Terms applicable to Shredding Services

1. EvaStore agrees and undertakes to confidentially destroy, or arrange for the destruction of, the Customer's Items identified for shredding in accordance with the Service Level Agreement to the standards of ISO BS EN 15713.

Unless otherwise requested, all confidential waste destruction shall be performed to protection class OS/RC and security level 3.

EvaStore may use such method to shred the Customer's Items as it may, at its absolute discretion, decide.

1.2 In accordance with BS15713:2023 EvaStore will, subject to reasonable notice, permit the Customer's Authorised Person(s) to observe and verify the destruction process, subject to site safety and security requirements. At the Customer's request, destruction may be supervised provided such supervision does not interfere with operational safety or efficiency. Where reasonably requested, EvaStore will provide a sample of the Customer's destroyed material for verification purposes, including in relation to high-security destruction services.

2. The Customer agrees and undertakes to:

2.1 accept that ownership and risk of loss of Customer's Items pass to EvaStore once Containers and/or Customer's Items are collected from the Customer's Site(s); and

2.2 notify EvaStore immediately in writing if it no longer wishes for any of the Customer's Items to be destroyed or disposed of. The Customer acknowledges and accepts that, although EvaStore will use its reasonable endeavours to stop such destruction or disposal, EvaStore shall not be liable to the Customer in the event it is unable to comply with the Customer's request pursuant to this paragraph 2.1 of Part 4 of this Schedule 1.

Schedule 2 Customer's Authorised Person(s)

The Customer's Authorised Person(s) as at the date of the commencement of this Agreement are as follows:

Name	Position	Telephone Number	Email Address	Postal Address