

**GENERAL TERMS AND CONDITIONS (FOR THE PROVISION OF SERVICES AND/OR GOODS)**

**1. DEFINITIONS AND INTERPRETATION**

1.1 In the Agreement, the following words and phrases have the meaning given below (unless the context otherwise requires). Specific defined terms may also be set out in the Order Form and/or the relevant Special Conditions:

<b>"Acceptance Tests"</b>	means the tests to be carried out in relation to the Services and any Deliverables as referred to in Condition 3.3;
<b>"Agreement"</b>	means the Order Form, the Conditions and any documents incorporated by reference in the Conditions and the Order Form including the Specification;
<b>"Applicable Law"</b>	means in each applicable jurisdiction, any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directive or requirement of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body from time to time and reference to "Applicable Laws" will be construed accordingly;
<b>"Authorised User"</b>	means any person identified from time to time as being permitted to access the Services as set out in, or in accordance with, the Specification and/or applicable Special Conditions;
<b>"Available"</b>	means that the relevant Services are available such that functionality can be accessed by Visitors with no material loss of performance or functionality and reference to "Availability" will be construed accordingly;
<b>"Bespoke Material"</b>	means content or other material provided to You by Us and which (and to the extent that) we have specifically agreed to create, and which we have created, under and for the purposes of this Agreement with You and which is identified in the Order Form;
<b>"Business Day"</b>	means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
<b>"Business Hours"</b>	means 8.00 am to 5.00 pm (UK time), each Business Day;
<b>"Cancellation Fee"</b>	has the meaning given in Condition 16.7;
<b>"Charges"</b>	means the Service Charges and/or the Price of any Goods which is / are payable by You to Us under the Agreement;
<b>"Committed Charges"</b>	means an amount equal to all:  (a) unpaid Charges due and payable by You to Us as at the date of termination of the Agreement; plus  (b) any Service Charges that would have been due and payable by You to Us from the date of termination until the end of the then current Minimum Term (as at the date immediately prior to the date of termination);
<b>"Conditions"</b>	means these General Terms and Conditions and any Special Conditions (as updated or replaced by Us from time to time);
<b>"Confidential Information"</b>	means information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in Condition 18;
<b>"Content"</b>	means any content, information, images, data and/or other materials which You (or a third party appointed by or acting on Your behalf, or invited by You to utilise the Services (other than one of Our Personnel)) provide from time to time and which is to be used or processed, in or in connection with the provision of the Services and/or any Materials;
<b>"Control"</b>	means the ability to control or direct, directly or indirectly, the board, executive body, decision making process or management of an entity by virtue of ownership, right of appointment, right to control election or appointment, voting rights, the ability to control the exercise of voting rights, management agreement or any other agreement (and "Controls", "Controlled" and the expression "change of Control" will be construed accordingly);
<b>"CRTPA"</b>	has the meaning given in Condition 32.1;
<b>"Data Controller, Data Processor, Data Subject, Process/Processing, Personal Data, Personal Data Breach and Special Categories of Personal Data"</b>	will have the same meaning as given to them in the Data Protection Laws;
<b>"Data Protection Laws"</b>	means applicable legislation protecting the personal data of natural persons, including in particular European Union Regulation (EU) 2016/679 ("GDPR") to the extent that it is applicable in the United Kingdom, and the Data Protection Act 2018, together with binding guidance and codes of practice issued from time to time by relevant supervisory authorities;

<b>"Delivery"</b>	means the delivery of the relevant Goods pursuant to and in accordance with the Agreement and reference to "Deliver" and "Delivered" will be to completed Delivery in accordance with Condition 7;
<b>"Delivery Date"</b>	means the date for Delivery set out in the Order Form;
<b>"Delivery Location"</b>	means the location for Delivery set out in the Order Form
<b>"Delivery Note"</b>	means the delivery note from Us or Our nominated carrier showing:  (a) the Agreement reference number;  (b) the date of the Agreement;  (c) the type and quantity of Goods Delivered; and  (d) the outstanding balance of Goods remaining to be Delivered (if any);
<b>"Deliverables"</b>	means any specific outputs and/or deliverables which We have agreed to supply as part of the Services and which are identified in the relevant Specification and/or Special Conditions;
<b>"Effective Date"</b>	means the date specified as such in the Order Form;
<b>"Excluded Losses"</b>	means:  (a) loss of profits;  (b) loss of revenue;  (c) loss of use;  (d) loss of goodwill;  (e) loss of data;  (f) loss and/or liability arising as a result of third party claims;  (g) loss due to interruption of business; and/or  (h) loss of anticipated savings;
<b>"Expenses"</b>	means:  (a) travelling expenses, hotel costs, subsistence and associated expenses incurred by Our Personnel in connection with the provision of Services in accordance with the Agreement; and  (b) the cost of services provided by third parties for the performance of the Services;
<b>"Force Majeure Event"</b>	has the meaning given in Condition 23;
<b>"Goods"</b>	means the goods described in the Order Form which We are to supply in accordance with the Agreement;
<b>"Group"</b>	means, in relation to any company, any other person or entity that directly or indirectly Controls, is Controlled by, or is under common Control with such company;
<b>"Inappropriate Content"</b>	has the meaning given at Condition 10.3;
<b>"Insolvency Event"</b>	means the occurrence of any of the following events in respect of the relevant entity (or any event analogous to any of the following in any jurisdiction):  (a) the entity passing a resolution for its winding up, or having a winding-up petition presented against the entity, or a court of competent jurisdiction making an order for the entity to be wound up or dissolved or the entity otherwise being otherwise dissolved (other than for the purpose of a bona fide reconstruction or amalgamation);  (b) the appointment of an administrator of, or the making of an administration order (or the giving of notice of intention to appoint an administrator) in relation to, the entity, or the appointment of a receiver or administrative receiver of, or an encumbrancer taking possession of or selling, the whole or part of the entity's undertaking, assets, rights or revenue;

	(c) the entity entering into an arrangement, compromise or composition in satisfaction of its debts with the entity's creditors or any class of them or taking steps to obtain a moratorium or making an application to a court of competent jurisdiction for protection from the entity's creditors; or
	(d) the entity being unable to pay its debts or being capable of being deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
<b>"Inspection"</b>	has the meaning given in Condition 12.1;
<b>"Intellectual Property Rights"</b>	means:
	(a) patents, utility models, supplementary protection certificates, petty patents, rights in trade secrets (such as inventions (whether patentable or not)), registered designs, rights in copyright (including authors' and neighbouring or related "moral" rights), database rights, design rights, semiconductor topography rights, mask work rights, trade marks and service marks;
	(b) all registrations or applications to register any of the items referred to in paragraph (a); and
	(c) all rights in the nature of any of the items referred to in paragraphs (a) or (b) including continuations, continuations in part and divisional applications, reputation, personality or image, trade names, business names, brand names, get-up, logos, domain names and URLs, rights in unfair competition and, without prejudice to anything set out elsewhere in this definition, rights to sue for passing off and all rights having equivalent or similar effect to, and the right to apply for any of, the rights referred to in this definition in any jurisdiction;
<b>"Invoice Terms"</b>	means the invoice terms applicable to the relevant Services or Goods as set out in the Order Form;
<b>"Man Day"</b>	has the meaning given in Condition 16.5;
<b>"Man Hour"</b>	has the meaning given in Condition 16.5;
<b>"Minimum Term"</b>	means the minimum term of the Services as set out in the Order Form;
<b>"Non-Supplier Defect"</b>	has the meaning given to it in Condition 3.7;
<b>"Order Form"</b>	means the Order Form which You have completed and We have accepted and which forms part of the Agreement between You and Us;
<b>"Our IT and Data Policy"</b>	means Our policy relating to the privacy and security of, and the use of, Our systems and/or Software, and Your Data available, or referred to, in the Special Conditions (if relevant) or such other source and/or website address as may be notified to You by Us from time to time, and as such document may be amended from time to time by Us in Our discretion;
<b>"Our Personnel"</b>	means all employees, staff, officers, individual contractors, other workers, agents and consultants, of Us, Our Group and/or any sub-contractor who are engaged in the provision of the Services and/or Goods under the Agreement from time to time;
<b>"Permitted Unavailability"</b>	means:
	(a) any permitted unavailability including for maintenance as referred to or described in the Specification and / or Special Conditions for the relevant Service; and/or
	(b) any unavailability to the extent that it is caused or contributed to by any act, omission, breach or default of a anyone, other than Our Personnel who are not acting on the instructions of You or your Authorised User;
<b>"Price"</b>	means the price payable by you for the Goods as set out in the Order Form;
<b>"Rate"</b>	means the charge rate for the applicable roles for a Man Day and/or Man Hour (as relevant), as identified in the Rate Card (as may be amended in accordance with these Conditions);
<b>"Rate Card"</b>	means Our rates for the provision of Services which are to be charged for on the basis of the time spent by relevant members of Our Personnel, as set out in the Order Form (as may be amended in accordance with these Conditions);

<b>"Regulatory Bodies"</b>	means in each applicable jurisdiction, those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Agreement or any other affairs of Ours and "Regulatory Body" will be construed accordingly;
<b>"Relevant Requirements"</b>	has the meaning given in Condition 33.1.1;
<b>"Service(s)"</b>	means the services to be provided by Us to You under the Agreement (as the context requires) and as have been selected on the Order Form and which are more particularly described in the Specification and the relevant Special Conditions;
<b>"Service Charge Year"</b>	means in relation to:
	(a) the first Service Charge Year, the period of twelve (12) months from the Effective Date; and
	(b) each subsequent Service Charge Year, each period of twelve (12) months thereafter;
<b>"Service Charges"</b>	means the service charges payable by You to Us for the Services, as set out in the Order Form (as may be amended in accordance with these Conditions);
<b>"Services Misuse"</b>	means:
	(a) use of the Services contrary to Our instructions or the terms of the Agreement; or
	(b) modification or alteration of the Services, Software and/or the Site (or any of its content) by any party other than Us or Our Personnel;
<b>"Site"</b>	either the website which You have appointed Us to design and/or host or any other "Software as a Service" site which we have agreed to make available to You or for You and as identified in the Order Form;
<b>"Software"</b>	means any online or other software applications provided by Us as part of the Services as set out in the Order Form and/or Specification;
<b>"Special Conditions"</b>	means Our special terms and conditions which apply to a particular type of Service in addition to these General Terms and Conditions and which are set out in the Schedule to these General Terms and Conditions (and which We may amend or replace from time to time);
<b>"Special Terms"</b>	means any special terms agreed specifically for the Agreement and as identified as such, and set out in the Order Form;
<b>"Specification"</b>	means the specification for the Services and any related deliverables and/or Goods provided by Us and referred to in the Order Form;
<b>"Supplier Material"</b>	means content or other material provided or made available to (or for) You by Us from time to time and which is not Bespoke Material;
<b>"Updates and Patches"</b>	means any new update to the Software which adds or updates minor functionality or features, or otherwise corrects faults or fixes bugs in the Software, as determined by Us;
<b>"Upgrades and Releases"</b>	means any new release or upgrade to the Software which adds, updates or enhances functionality or features (excluding Updates and Patches), as determined by Us;
<b>"Total Contract Value"</b>	means the total value of the contract (Service Charges and/or Goods) payable by You to Us as set out in the Order Form;
<b>"Virus"</b>	means any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices;
<b>"Visitor"</b>	means a visitor to, on anyone who accesses, the Site (other than one of Our Personnel);
<b>"Work-Around"</b>	means a change in operating procedures or a solution, in order to avoid or mitigate in so far as is reasonably practicable the effects of an incident with the aim of minimising inconvenience to You;
<b>"Your Data"</b>	means the data inputted or provided by You or an Authorised User (or any third party acting on your or their behalf including a Visitor), or by Us on Your behalf for the purpose of using the Services or facilitating Your use of Services (this shall include any data inputted onto the Site by a Visitor);

<b>"Your Materials"</b>	the content provided by You to Us as set out in the Specification and/or Order Form and/or otherwise in connection with the Agreement;
<b>"Your Personnel"</b>	means all employees, staff, officers, individual contractors, other workers, agents and consultants, of You;
<b>"Your System"</b>	means the combination of hardware, software, computer and telecoms devices and equipment used by You for the receipt of the Services (as the context requires).

1.2 In the Agreement (unless the context requires otherwise):

- 1.2.1 the words **"including"**, **"include"**, **"for example"**, **"in particular"** and words of similar effect will be construed so that they do not limit the general effect of the words which precede them, and so that any examples that are given are not to be exclusive or limiting examples of the matters in question;
- 1.2.2 references to the Agreement and any other document referred to in the Agreement, is a reference to it as validly varied, supplemented and/or novated from time to time;
- 1.2.3 references to the singular include the plural and vice versa;
- 1.2.4 recitals and headings are all for reference only and will be ignored in construing the Agreement;
- 1.2.5 references to any one gender do not exclude other genders;
- 1.2.6 general references to a **"person"** will be understood to include (as applicable), a natural person, a company, a partnership, and an unincorporated association (in each case whether or not having separate legal personality); and
- 1.2.7 reference to any legislative provision shall be deemed to include:
- 1.2.7.1 any statutory instrument, by-law, regulation, rule, subordinate or delegated legislation or order and any rules and regulations which are made under it; and
- 1.2.7.2 any subsequent re-enactment or amendment of the same, unless this imposes a substantial new liability upon Us, or significantly adversely affects any of Our rights.

## 2. TERM

The Agreement will commence on the Effective Date and will, in respect of the Services, continue for the Minimum Term and thereafter unless and until terminated in accordance with Condition 21.

## 3. PROVISION OF THE SERVICES

### GENERAL

3.1 We shall provide the Services in accordance with and as set out in the Order Form and on and subject to the terms of this Agreement including the relevant Specification, Special Terms and the Special Conditions.

### YOUR RESPONSIBILITIES

3.2 You acknowledge that Our ability to provide the Services is dependent upon Your full and timely co-operation (which You agree to provide), as well as the accuracy and completeness of any information and/or data You provide to Us. Accordingly, You shall provide Us with access to, and use of, all information, data and documentation reasonably required by Us for the performance Our obligations under this Agreement.

### ACCEPTANCE OF THE SERVICES

3.3 Once We have completed the relevant work, You shall run any applicable Acceptance Tests in each case as identified in the relevant Specification and Special Conditions in accordance with the procedure set out in this Condition 3 (unless otherwise specified in the Special Conditions and/or the Specification).

3.4 The Acceptance Tests shall test compliance of the relevant Services and/or Deliverables with the Specification.

3.5 Within five (5) Business Days of being given access to the Deliverables and/or Services as relevant, You shall confirm to Us by notice in writing (and acting reasonably and in good faith) if there are any failures of an Acceptance Test and provide full details. If you fail to provide Us with such notice within that timescale You will be deemed to have accepted the Services and Deliverables (and they will be deemed to have passed their Acceptance Tests).

3.6 If You notify Us of a failure of an Acceptance Test within the times and with the level of detail referred to at Condition 3.5 above we shall investigate. Where, acting reasonably and in good faith, we agree that there is a failure, we shall as soon as reasonably possible and at no additional cost to You, take steps to remedy the cause of the failure and return the Services and Deliverables to You.

3.7 If any failure to pass the Acceptance Tests results from a defect which is caused by Your act or omission, or by one of Your sub-contractors or agents for whom We have no responsibility (**"Non-Supplier Defect"**), the Services and all Deliverables shall be deemed to have passed the Acceptance Tests notwithstanding such Non-Supplier Defect.

3.8 Notwithstanding the above, Your acceptance of the Services and any Deliverables shall be deemed to have taken place upon the occurrence of any of the following events:

- 3.8.1 You use any part of the Services or Deliverables for any revenue-earning purposes or to provide any services to third parties other than for test purposes or otherwise in a live context; or
- 3.8.2 Where you confirm acceptance, including in accordance with any process set out in the relevant Specifications and/or Special Conditions.

3.9 After acceptance, no further amendments or changes to the Service or Deliverables are permitted without Our express agreement.

## 4. AVAILABILITY AND PROVISION OF THE SERVICES

4.1 The Services and relevant Deliverables will be made available for use in accordance with (and subject to any exceptions set out in) the relevant Specification and/or Special Conditions. No other warranty or other commitment is given by Us to You in respect of the availability of the Services and/or Deliverables save as expressly set out in the relevant Specification and/or Special Conditions for those particular Services and/or Deliverables. Any such availability should apply, except for periods of Permitted Unavailability and/or to the extent caused by a Force Majeure Event.

4.2 Subject to Condition 4.3, if any Services or Deliverables do not comply with their relevant warranties as to availability as referred to in Condition 4.1, We will at Our option and expense perform such remedial and/or rectification work as is identified in the relevant Specification and/or Special Conditions

for the relevant Services and/or Deliverables. Subject and without prejudice to Condition 20.1, We shall have no other responsibility or liability to You for or in respect of the relevant lack of availability of the relevant Service and/or Deliverables and the performance of such remedial and/or rectification work shall be Our only responsibility and liability in respect of the lack of availability of the relevant Services and/or Deliverables in relation to which We are required to provide the same.

4.3 We will not be responsible for any non-compliance of the Services or Deliverables with Condition 4.1 as a result of Services Misuse. In the event that any of the Services or Deliverables are not available and there is an actual or potential failure under Condition 4.1, You shall notify Us as soon as possible via our URL and/or email or phone line specified for that purpose.

### USE OF THE SERVICES AND SITES

4.4 You will not, and will procure that, Visitors will not, access, host, store, distribute or transmit any Viruses or any Inappropriate Content during use of the Services. We reserve the right, without liability or prejudice to Our other rights and remedies, to disable Your and/or any Visitors' access to the Site and/or the Service, and/or suspend all or part of the Services if You breach this Condition (or if We suspect that You will or may be in breach of this Condition).

4.5 You will not, and will procure that Visitors will not, except to the extent permitted under the Agreement or by any Applicable Law (which is incapable of exclusion by agreement between You and Us):

4.5.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any part of the Site (which is Supplier Material) or any Software in any form or media or by any means; or

4.5.2 attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Site (which is Supplier Material) or Software.

### SITE CONTENT

4.6 We shall update the Site with Your Materials and Content provided from time to time by You to Us, within a reasonable time and in accordance with any periods and/or requirements referred to in the relevant Specification and/or Special Conditions.

4.7 We shall include only Your Material and Content on the Site unless we have specifically agreed to provide content under this Agreement. You acknowledge and agree that We have no control over any content placed on the Site by Visitors and do not purport to monitor the content of the Site. We reserve the right to remove any content from the Site where We reasonably suspect such content is Inappropriate Content. We shall notify You if We become aware of any allegation that content on the Site may be Inappropriate Content.

4.8 We may include a statement on the Site to the effect that it is provided or powered by Us (in such form as We reasonably require) from time to time.

### UPGRADES AND RELEASES

4.9 We may from time to time (but shall not be obliged to) provide Updates and Patches. We will usually implement Updates and Patches automatically but certain Updates and Patches may require implementation by You (in whole or in part). If Updates and Patches are not automatically implemented by Us, You are responsible for implementing any Updates and Patches within a reasonable time of being requested to do so. Further provisions regarding Updates and Patches may be set out in the relevant Specification and/or Special Conditions for the relevant Services

4.10 Updates and Patches will be provided by Us without additional cost to You, unless Condition 4.11 applies or unless otherwise stated in the relevant Specification in our Special Conditions.

4.11 If You are required to implement an Update and Patch (in whole or in part) but You require Us to implement the Update and Patch for You, We will be entitled to levy additional charges based on the Rates.

4.12 We do not provide Upgrades and Releases outside of a Support agreement as defined on the Order Form. If You require Upgrades and Releases outside of such agreement, You will be required to contact Us.

4.13 We may from time to time contact You in relation to: Upgrades and Releases; and Updates and Patches, that are required to comply with Applicable Law.

### REMOTE ACCESS

4.14 We may from time to time and/or where specifically provided in the relevant Specification and/or relevant Special Conditions, provide the Services or respond to a call, incident, issue or ticket by remote access and/or remote diagnosis (including where We deem it appropriate). You will provide all necessary access, including access to Your System, and other co-operation and facilities, as We may require to enable such remote access and/or remote diagnosis.

## 5. YOUR USE OF THE SERVICES

You will comply with any rules and/or requirements in relation to the Services and/or Deliverables as set out in the Specification and/or the Special Conditions for the relevant Service.

## 6. GOODS

6.1 If Goods are selected in the Order Form. We will, in consideration of payment by you in full of the relevant Price, provide the Goods to You subject to the terms of the Agreement.

6.2 We will not be responsible for any non-compliance of the Goods with any warranty set out in this Agreement as a result of any misuse by You or any of Your Personnel.

6.3 The warranties in the relevant Specification and this Agreement and any expressly set out remedies constitute Our sole and exclusive warranty and liability, and Your sole and exclusive remedy, if the Goods do not comply with that warranty (subject and without prejudice to Condition 20.1).

6.4 You will be responsible for the cost and expense of all repairs to or replacement of, the Goods, as a result of misuse of the Goods by You or any of Your Personnel and You will indemnify Us and hold Us harmless from all loss of and damage to the Goods as a result of such Goods misuse.

## 7. DELIVERY

7.1 We will use reasonable endeavours to deliver the ordered Goods to the Delivery Location by the applicable Delivery Date. Each Delivery of Goods will be accompanied by a Delivery Note. Unless otherwise agreed, You shall be deemed to have accepted the Goods upon their delivery. You shall make all arrangements necessary to take delivery of Goods whenever they are tendered for delivery. If We are unable to deliver Goods for reasons beyond our control, then We may place the Goods in storage until such time as delivery shall be effected and You shall be liable for any expense associated with such storage.

7.2 We may Deliver Goods by instalments. Any delay in Delivery or defect in an instalment will not entitle You to cancel any other instalment.

7.3 Delivery of Goods will be complete upon unloading of them at the Delivery Location, whereupon You will complete and provide to Us or Our nominated carrier, written confirmation of Delivery. Claims arising for damage to or loss of Goods in transit or non-delivery of Goods must be made in writing to Us so as to reach Us within three days of Delivery. We will not be liable for any claim unless the above requirements have been complied with.

7.4 Delivery Dates are approximate only, and the time of Delivery will not be of the essence.

## FAILURE TO DELIVER

7.5 Subject to Condition 7.6, if We fail to Deliver the Goods to You, We will at Our discretion and expense use reasonable endeavours to correct any such failure to Deliver promptly or provide You with a Work-Around.

7.6 Your remedies in Condition 7.5 constitute Your sole and exclusive remedy If We fail to Deliver Goods to You.

## 8. RISK AND TITLE

The risk of loss, theft, damage and/or destruction of Goods will pass to You on Delivery of the Goods. Title to Goods shall not transfer to You until you have paid the Price for those Goods (together with all applicable taxes) to us in full.

## 9. WARRANTY AND PERFORMANCE

9.1 We warrant (to the exclusion (so far as may be legally permitted) of any other warranties or conditions which may be implied by law, course of dealing or otherwise) that:

9.1.1 the Services to be provided under this Agreement will be provided with reasonable skill and care; and

9.1.2 any Goods and/or Deliverables provided to You shall, on delivery, comply with their relevant agreed Specification set out in the Agreement in all material respects.

9.2 We will use reasonable endeavours to meet any performance and/or delivery dates You and We agree for the Services and/or Deliverables, but any such dates are approximate only, and the time of performance will not be of the essence.

9.3 We will not be responsible for any non-compliance of the Services or the Deliverables and/or Goods with any warranty in this Agreement or any failure to provide or Deliver the same, as a result of, a failure by You to provide adequate instructions in relation to the Services (or subject matter thereof) or Deliverables or the Goods or their Delivery, or a failure by You to provide all requisite materials, facilities, access, co-operation and suitable working conditions to enable the Services and/or Deliverables to be provided and/or the Goods to be Delivered expeditiously.

9.4 If the Services or Deliverables or Goods do not comply with Condition 9.1, We will at Our expense use reasonable endeavours to correct any such non-compliance promptly or provide You with a Work-Around save where and to the extent that a remedy is provided for under the relevant Specification and/or Special Conditions of the relevant Service, in which case, that that remedy will apply.

9.5 The remedies in Condition 9.4 constitute Your sole and exclusive remedy for any breach of Condition 9.1.

## 10. LICENCES, PERMISSIONS AND CONTENT

10.1 We will obtain and maintain all necessary licences, consents, and permissions necessary for the performance of Our obligations under the Agreement.

10.2 You will obtain and maintain all necessary licences, consents, and permissions, and give all notices including to Visitors, necessary for You to perform Your obligations under the Agreement and for You to receive the Services, Goods and/or Deliverables (including any notices and/or consents required to be given to or obtained from Visitors in order to provide them access to the Site and/or to obtain and/or process their data and/or information).

10.3 You shall at times ensure that Your Materials and all Content, do not infringe any Applicable Laws, regulations or third party rights (such as material which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred or acts of terrorism, menacing, blasphemous or in breach of any third party Intellectual Property Rights) ("**Inappropriate Content**"). We reserve the right to refuse to publish or process any of Your Content or Your Materials which we believe may be Inappropriate Content.

10.4 You shall indemnify Us against all damages, losses, liabilities, costs and /or expenses which we may suffer or incur and which arise either directly or indirectly as a result of, or in connection with:

10.4.1 any action or claim that Your Materials or Content or any other material posted to, or linked to, the Site constitutes Inappropriate Content; or otherwise; and/or

10.4.2 Any breach by you of this Condition 10.

10.5 No responsibility will be accepted by us for any errors in proofs and / or proposals which have been produced by us and signed off and/or accepted by You.

10.6 You acknowledge and agree that We may be bound by recognition agreements with the media proprietors associations and by the standard codes of advertising practice and therefore shall not be required by, or under an obligation to, You to do or omit to do anything which may be a breach of Our obligations under these agreements and/or codes of practice.

10.7 You will inform Us if You become aware or consider that any copy or material submitted is not, or may not be legal, decent, honest and/or truthful and/or does not comply with the requirements of all relevant legislation, Applicable Laws, and/or the British Code of Advertising Practice and/or may otherwise be Inappropriate Content.

## 11. INTERNET AND INTERRUPTIONS

11.1 Notwithstanding Conditions 4 and 9 , We:

11.1.1 do not warrant that Your use of the Services will be uninterrupted or error-free or that the Services or the information obtained by You through them will meet Your requirements; and

11.1.2 are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and You acknowledge that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

## 12. INSPECTIONS

12.1 You will grant to Us, Our agents and representatives, and to any statutory or regulatory auditors of Ours, the right of access to Your premises, Your System and Your personnel as We may require during Business Hours on providing reasonable advance written notice and not more frequently than twice per Service Charge Year, in order to:

12.1.1 establish the name and password of each Authorised User;

12.1.2 verify that You are complying with the terms of the Agreement; and/or

12.1.3 fulfil any request by any Regulatory Body in the course of carrying out its regulatory functions,

an "**Inspection**".

12.2 We will use reasonable endeavours to ensure that Inspections are conducted in a manner as to not substantially interfere with the normal conduct of Your business. We will bear Our own costs in relation to any Inspection (subject to Condition 12.3 below).

12.3 If any Inspection by or on behalf of Us demonstrates any:

12.3.1 under-payment of Charges to Us, without prejudice to any of Our other rights and remedies, You will pay to Us an amount equal to the underpayment by reference to the Charges in the Order Form within five (5) Business Days of the Inspection;

12.3.2 non-compliance (other than under-payment which is dealt with under Condition 12.3.1) by You with Your obligations pursuant to the Agreement, without prejudice to any of Our other rights and remedies, You will promptly remedy the cause of such non-compliance; and

12.3.3 fraud or material or persistent breaches by You (or anyone acting on Your behalf), We may require that You promptly refund to Us all reasonable costs and expenses relating to such Inspection (including the reasonable costs of third party advisers).

## 13. YOUR DATA

### OWNERSHIP

13.1 We acknowledge that Your Data is Your property and that You reserve all Intellectual Property Rights which may, at any time, subsist in Your Data.

13.2 You acknowledge that You have sole responsibility for and to ensure the legality, reliability, integrity, accuracy and quality of Your Data.

13.3 You acknowledge and agree that We may from time to time use Your Data (on an aggregate and/or anonymous basis) for the purpose of conducting analytics relating to the use of the Services and/or Deliverables.

### USE AND BACK-UP OF YOUR DATA

13.4 We will only store, copy or use Your Data to the extent necessary to perform Our obligations and/or exercise Our rights under the Agreement.

### BACK-UP OF YOUR DATA

13.5 You acknowledge and agree that it is Your responsibility to separately maintain a suitable back-up of Your Data and any Content. Whilst We may maintain back-up copies of Your Data and any Content, You acknowledge and agree that we do so only for operational reasons. It is Your responsibility to ensure that You have a separate and suitable back up if any of Your Data and/or Content which is valuable or important is lost, damaged or corrupted.

### LOSS, CORRUPTION OR DEGRADATION OF, YOUR DATA

13.6 In the event that Your Data is corrupted or lost or degraded so as to be unusable, as a result of Our Personnel's default, Your sole and exclusive remedy will be for Us to use reasonable commercial endeavours to restore or procure the restoration of Your Data that is corrupted, lost or degraded so as to be useable as soon as reasonably practicable, from the latest back-up of Your Data maintained by Us in accordance with our internal procedures.

13.7 We will not be responsible for any loss, corruption, damage, alteration or disclosure of Your Data caused by any third party (except Our Personnel that are engaged by Us to perform services related to Your Data).

### PROCESSING OF YOUR DATA

13.8 In respect of any Personal Data which We Process on Your behalf when performing Our obligations under the Agreement, You and We hereby agree that You will be the Data Controller and We will be a Data Processor and in any such case:

13.8.1 We will Process the Personal Data on Your documented instructions (which will be deemed to constitute the purposes as set out or referred to in the Agreement), for the purposes of providing the Services and any Deliverables;

13.8.2 We will take all measures required by Article 32 of the GDPR (or its replacement in English law) to ensure the security of the Personal Data whilst it is in Our possession;

13.8.3 We will take reasonable steps to ensure the reliability of Our Personnel who may have access to the Personal Data, and their treatment of the Personal Data as Confidential Information;

13.8.4 We will promptly, and in any case within five (5) Business Days, notify You of any communication from a Data Subject which We receive regarding the Processing of their Personal Data, or any other communication (including from a Regulatory Body) of which We are aware, relating to either party's obligations under the Data Protection Laws in respect of the Personal Data;

13.8.5 We will notify You without undue delay upon becoming aware of any Personal Data Breach;

13.8.6 We will provide commercially reasonable assistance to You on request in relation to (i) any communication received under Condition 13.8.4 (provided that You shall take responsibility for dealing with any Data Subject); and (ii) any Personal Data Breach, including by implementing appropriate technical and organisational measures;

13.8.7 You acknowledge and agree that We are generally authorized to appoint third parties to Process the Personal Data ("**Sub-Processor**"), subject to notifying You about our Sub-Processors and otherwise meeting the conditions set out in Article 28 (2) and (4) of the GDPR (or its replacement in English law);

13.8.8 You acknowledge and agree that the Personal Data may be transferred or stored outside the European Economic Area or the country where You and/or the Authorised Users or Visitors are located in order to carry out the Services and Our other obligations under the Agreement. We will take such steps as are reasonably necessary to ensure the Processing is in accordance with Data Protection Laws;

13.8.9 We will provide You, upon reasonable request, with all information reasonably required to demonstrate compliance with Our obligations under this Condition 13.8, including permitting You, on reasonable prior notice, and no more than on one occasion in any twenty-four (24) month period (except in the event of a Personal Data Breach), to inspect and audit the facilities used by Us to Process the Personal Data (subject to Our obtaining access from, and You ensuring full compliance with, the requirements of any relevant third party host);

13.8.10 We will cease Processing the Personal Data upon the termination or expiry of the Agreement and, upon Your request, either return to You (in accordance with Condition 13.11) or securely delete the Personal Data. If you do not request either option within 7 days of the termination or expiry of this Agreement we reserve the right to delete Your Data and all of Your Materials and Content;

13.8.11 You will ensure that You are entitled to transfer the relevant Personal Data to Us so that We may use, Process and transfer the Personal Data in accordance with the Agreement and Applicable Law, on Your behalf; and

13.8.12 You will ensure that all relevant Data Subjects have been informed of, and, where required, have given their consent to, such use, Processing, and transfer (by Us or anyone acting on Our behalf) as required by all applicable Data Protection Legislation.

13.9 The table set out in the Order Form describes the Personal Data Processing activities performed by Us on Your behalf under the Agreement:

#### MONITORING

13.10 You acknowledge and agree that We may from time to time monitor Your use of the Services and capture Your Data in relation to Your use of the Services, including through the use of Google Analytics and/or other analytics systems.

#### RETURN OF YOUR DATA

13.11 If on termination or expiry of the Agreement You require Us to return Your Data to You (including Your Data that resides on or within Our Software or Our systems), You will notify Us in writing within not more than seven (7) days, and We will use reasonable commercial endeavours to deliver to You, to the extent We are able, the then most recent copy of Your Data that is in Our possession, subject to You having paid all Charges and other sums outstanding at and resulting from termination (whether or not due at the date of termination) and You and Us agreeing the reimbursement of Our costs and reasonable expenses in relation to the retrieval and return of Your Data. If you do not request return of Your Data within the seven (7) day period, we reserve the right to delete Your Data.

#### 14. THIRD PARTIES

14.1 You acknowledge that the Services and/or Deliverables may enable or assist You to share information with or access the information of, correspond with, and/or purchase products and services from, or sell products and/or services to, third parties. You acknowledge that You do so solely at Your own risk.

14.2 We make no representation, warranty or commitment (and will have no liability or obligation) whatsoever in relation to the content or use of, or correspondence or other dealings with, any third-party, or any transactions completed, and any contract entered into by You, with any such third party. Any contract entered into with, and any transaction completed via, any third-party is between You and the relevant third party, and not Us. We recommend that You refer to the third party's relevant terms and conditions (if any) prior to any dealings with them. We do not endorse or approve any third-party nor the content of any of the third parties made available or obtained via the Services.

14.3 You acknowledge and agree that We may use the services of third parties to provide the Services and/or Deliverables including third party providers of IT hosting and related services ("Key Suppliers"). You will, where requested by Us, comply with (and acknowledge and agree that the Services and/or Deliverables are provided subject to) any terms and conditions (including access rules and policies) of such Key Suppliers. Further details of such Key Supplier terms and conditions may be included in the Specification and/or Special Conditions of the relevant Service. You will indemnify Us (and keep us indemnified) from and against any losses, costs, claims, demands, damages and/or liabilities which We may suffer or incur and which may arise (directly or indirectly) out of or in connection with any claim or allegation made by or on behalf of a Key Supplier which (and to the extent that it) arises as a consequence of any breach by you of this Agreement.

#### 15. YOUR OBLIGATIONS

##### GENERAL

15.1 You will:

15.1.1 provide Us with all necessary:

15.1.1.1 co-operation requested by Us in relation to the Agreement; and

15.1.1.2 information as may be required by Us in order to provide any of the Services and/or Deliverables, (and/or their set-up) including but not limited to Your Data, security access information and configuration services;

15.1.2 comply with all Applicable Laws with respect to Your activities under and/or related to the Agreement;

15.1.3 carry out all Your responsibilities set out in Agreement in a timely and efficient manner;

15.1.4 ensure that Your network and Your System comply with any relevant specifications provided by Us from time to time; and

15.1.5 be solely responsible for procuring and maintaining Your network connections and telecommunications links from Your System to Our data centres, and for all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to Your network connections or telecommunications links or caused by the internet.

##### NON-PERFORMANCE

15.2 Without prejudice to Our other rights and remedies, the non-performance or delay in performance of Our obligations under the Agreement will be excused if and to the extent that such non-performance or delay in performance results from Your failure to comply with Your obligations in this Agreement.

#### 16. CHARGES AND PAYMENT

16.1 In return for the provision by Us of the Services and related Deliverables under this Agreement, You shall pay to Us the Service Charges as set out in the Order Form (as may be amended from time to time in accordance with these Conditions). In return for the supply by us of the Goods under this Agreement, You shall pay to Us the Price for those Goods set out in the Order Form.

16.2 You will pay the Charges to Us in accordance with the applicable Invoice Terms as set out in the Order Form.

16.3 Subject to the foregoing, payment of all invoices shall be due within 14 days from the date of invoice unless specifically agreed in writing.

16.4 We reserve the right to invoice You for and You agree to pay any Expenses which are incurred by Us or Our Personnel in performing this Agreement.

16.5 Where and to the extent that the Service Charges for a particular Service are to be calculated based on the time incurred by Our Personnel undertaking the work, then that shall be identified in the Order Form and We may charge on such basis using the relevant Rate for the relevant members of Our Personnel who have been engaged on the relevant Services, as set out in the Rate Card. The Order Form shall indicate if time-based charges are to apply on a Man Day or Man Hour basis. We also reserve the right to charge for any additional services which We perform for You in connection with this Agreement using the Rates. The Man Day Rates are the rates chargeable by Us in relation to a man day, being a seven (7) hour professional day during Business Hours (or part thereof) ("Man Day"). The Man Hour Rates are the rates chargeable by Us in relation to a professional hour during Business Hours ("Man Hour"). We reserve the right to charge additional Rates for time spent by any individual above a Man Day or outside of Business Hours.

16.6 Where a Man Day has been agreed as the unit of charging, We will charge you on the basis of whole Days (and reserve the right to charge for a full Man Day notwithstanding that the relevant member of Our Personnel has been engaged for less than seven (7) hours on the Services).

16.7 If You cancel any scheduled Man Day where this is due to circumstances outside of Our control, or if We cancel a scheduled Man Day as a result of Your failure to comply with Your obligations under this Agreement, a cancellation fee may be payable on a scale determined by the applicable notice period, as follows:

16.7.1 where cancellation is made less than five (5) clear Business Days before the scheduled Man Day, a charge of one hundred per cent (100%) of the prevailing Man Day Rate will be made; or

16.7.2 where cancellation is made more than five (5) clear Business Days but less than fifteen (15) clear Business Days before the scheduled Man Day, a charge of fifty per cent (50%) of the prevailing Man Day Rate will be made,

(each a "Cancellation Fee"),

16.7.3 and where cancellation is made more than fifteen (15) clear Business Days before the scheduled Man Day, no Cancellation Fee will be payable by You to Us.

16.8 We may invoice You for any Cancellation Fees at any time.

16.9 You will pay each invoice submitted by Us in relation to Cancellation Fees in full and cleared funds to a bank account nominated in writing by Us, within fourteen (14) days of the date of the invoice.

##### DISPUTED INVOICES

16.10 You may only withhold payment of bona fide disputed Charges (or elements of the Charges which are the subject of a good-faith dispute) where We have not performed Our obligations in relation to such Charges, in accordance with the terms of the Agreement, and You have notified Us of this within seven (7) days of the date of the relevant invoice. You will not be entitled to withhold payment after such date.

16.11 If You withhold any Charges, You must notify Us in accordance with Condition 16.10 and give reasonable details to Us as to which elements of the Charges are disputed and the reason for such withholding.

16.12 If any portion of an invoice is disputed by You pursuant to Condition 16.11, then, We may (at Our sole election) either:

16.12.1 require You to pay the undisputed amount of the invoice in accordance with the applicable Invoice Terms; or

16.12.2 issue two (2) invoices, one (1) in respect of the disputed amount and the other in respect of the undisputed amount,

and You will pay the undisputed amount in accordance with the applicable Invoice Terms, and You and We (each acting reasonably and in good faith) will seek to resolve the dispute in respect of the disputed amount as soon as reasonably practicable thereafter.

##### NON-PAYMENT

16.13 If We have not received payment of undisputed Charges (or any other sums) within thirty (30) days after the due date for payment (or date of resolution of any dispute in relation to Charges disputed pursuant to Condition 16.11), and without prejudice to any of Our other rights and remedies, We may:

16.13.1 disable Your password, account and access to all or part of the Services and/or Deliverables, without liability to You; and/or

16.13.2 suspend performance of all or part of the Services and/or provision of the Deliverables and/or Goods, without liability to You, and We will be under no obligation to provide any of the same while any invoice remains unpaid; and

16.13.3 charge interest on the late payment of any undisputed Charges or other amounts properly invoiced which will accrue daily from the due date to the date of actual payment on any overdue amounts under the Agreement (whether before or after judgment) at the rate of four per cent (4%) per annum above the base rate of NatWest Bank plc for the time being in force.

Any suspension and/or disabling of access will only be lifted as soon as reasonably possible by Us after payment by You of any outstanding sums (and without prejudice to Our rights of termination set out elsewhere in the Agreement).

16.14 If We have not received payment of undisputed Charges or other amounts within sixty (60) days after the due date for payment (or date of resolution of any dispute in relation to Charges or other amounts disputed pursuant to Condition 16.11), and without prejudice to any of Our other rights and remedies, We may delete all data hosted by Us in relation to the Services. In respect of any Personal Data, and for the purposes of Condition 13.8.1, You confirm that Our right to do so is within the lawful scope of Your instructions to Us.

##### SUSPENSION

16.15 If, We:

16.15.1 disable Your password, account and access to all or part of the Services and/or Deliverables; and/or

16.15.2 suspend performance of all or part of the Services and/or provision of the Deliverables and/or Goods,

provided that such disabling or suspension is in accordance with this Agreement, You will remain responsible for all Charges and other charges You incur during the period of suspension.

##### CURRENCY

16.16 All amounts and fees stated or referred to in the Agreement will be payable in UK pound sterling.

##### NON-REFUNDABLE AND NON-CANCELLABLE

16.17 The Charges, and otherwise (if paid upfront) payable by You to Us are non-cancellable and non-refundable, save as expressly set out in the Agreement.

##### VAT

16.18 All Charges and other amounts payable by You are exclusive of value added tax, which will be added to Our Invoice and shall be payable by You at the appropriate rate.

##### SERVICE CHARGE REVIEWS

16.19 If there is an incident or occurrence which has the effect of materially reducing the benefit received by Us under the Agreement or increasing the burden on Us under the Agreement, We may increase the Service Charges, and any other charges on providing reasonable advance written notice, whereupon the Agreement will be deemed to have been amended accordingly.

16.20 Quotations are based on the cost of production at the date of the quotation and are subject to amendment by Us on or at any time after acceptance to meet any rise or fall in such costs. Reasonable endeavours will be made to deliver the correct quantity ordered but quotations are conditional upon a margin of 5% being allowed for overs or shortage to be charged for or deducted as appropriate.

16.21 We may at or around the start of April in each year review the Service Charges and Rate. Following any such review which takes place after the end of the Minimum Term, we may by notice to You amend the Service Charges and Rate.

##### ADDITIONAL CHARGES

16.22 Work produced, whether experimentally or otherwise, at Your request will be charged for. Where artwork is designed and finished to Your instructions, We reserve the right to charge for such artwork whether or not You place an order based on such artwork.

16.23 Authors' corrections on or after the first proof, including alterations in style, will be charged extra unless otherwise agreed.

16.24 Should expedited delivery be agreed and necessitate overtime or other additional cost an additional charge may be made.

## 17. IP RIGHTS

17.1 You acknowledge and agree that We and Our licensors own all Intellectual Property Rights in and to, the Software, Supplier Materials, and the Services and the Deliverables (other than any newly created Intellectual Property Rights in Bespoke Materials).

17.2 The Agreement does not grant You any rights to, under or in, any Intellectual Property Rights (whether registered or unregistered) or any other rights or licences in respect of the Software, Supplier Materials, Services or Deliverables, unless expressly set out in the Agreement.

17.3 We confirm that We have all the rights in relation to the Software and the Supplier Materials, that are necessary to grant all the rights We purport to grant under, and in accordance with, the terms of the Agreement.

17.4 On payment of all Charges and all other sums We agree to assign to You such Intellectual Property Rights as may have vested in us on creation of the Bespoke Materials. For the avoidance of doubt, such assignment shall not extend to any Intellectual Property Rights in Supplier Materials. To the extent that any Supplier Materials are embedded in any Bespoke Materials, we hereby grant You a limited, non-transferrable, non-assignable, personal licence to use the same solely to the extent necessary to receive the benefit of the Bespoke Materials and the provision of the Services hereunder for the term of the Agreement.

## 18. CONFIDENTIALITY

18.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under the Agreement. A party's Confidential Information will not be deemed to include information that:

18.1.1 is or becomes publicly known other than through any act or omission of the receiving party;

18.1.2 was in the other party's lawful possession before the disclosure;

18.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or

18.1.4 is independently developed by the receiving party, which independent development can be shown by written evidence.

18.2 Subject to Condition 18.4, You and We will hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of the Agreement (including, in our case, the performance of Our obligations and the exercise of Our rights under this Agreement).

18.3 You and We will take all reasonable steps to ensure that the other's Confidential Information to which the relevant party has access is not disclosed or distributed by its employees or agents in violation of the terms of the Agreement.

18.4 You and We may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by Applicable Law or a Regulatory Body, provided that, to the extent the relevant party is legally permitted to do so, You or We (as the context requires) gives the other as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Condition 18.4, takes into account the reasonable requests of the other in relation to the content of such disclosure.

18.5 Neither You or We will be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

18.6 You acknowledge that details of the Services and the Deliverables, and the results of any performance or provision of the same, constitute Our Confidential Information.

18.7 We acknowledge that Your Data is Your Confidential Information.

### ANNOUNCEMENTS

18.8 Subject and without prejudice to Condition 4.8, You and We will not make, or permit any person to make, any public announcement concerning the Agreement without the prior written consent of the other (such consent not to be unreasonably withheld or delayed), except as required by Applicable Law or any relevant securities exchange, or as set out in Condition 18.9.

18.9 You acknowledge and agree that We may from time to time include reference to this Agreement, the Services and/or Deliverables and/or the fact that You are Our Customer in publicity and/or marketing material to be issued by Us to third parties or generally including case studies. Where reasonably requested by Us, You will act reasonably and in good faith act as a referee for Us with other potential customers for Services and/or other items which are the same as or similar to the Services and/or Deliverables.

18.10 The above provisions of this Condition 18 will survive termination of the Agreement, however arising.

## 19. IP INFRINGEMENT

### OUR PROTECTION

19.1 You will indemnify Us and keep Us indemnified in full and on demand from and against any and all claims, actions, proceedings, losses, damages, expenses, liabilities and/or costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with Your use of the Software, Services, Deliverables and/or Site and/or the use, receipt, provision, processing and/or making available of Your Data, Your Materials and/or the Content (save where but only to the extent that the relevant claim arises as a direct result of our breach of this Agreement).

### YOUR PROTECTION

19.2 We will defend You against any claim that the Software or any Supplier Material or the Services (save in relation to Condition 19.1) infringe any UK copyright effective as of the Effective Date or rights in confidential information, and will indemnify You against amounts awarded against You in judgment or settlement of such claims, provided that:

19.2.1 We are given prompt notice of any such claim;

19.2.2 You provide all reasonable co-operation to Us in the defence and settlement of such claim, at Our expense; and

19.2.3 We are given sole authority to defend or settle the claim.

19.3 In the defence or settlement of any claim, We may procure the right for You to continue using, replace or modify the Software, Services, Deliverables or Supplier Material (as the context requires) so that they become non-infringing or, if such remedies are not reasonably available, terminate the Agreement on five (5) Business Days' notice to You without any additional liability or obligation to pay damages or other additional costs to You.

19.4 In no event will We or Our Personnel be liable to You to the extent that the alleged infringement is based on:

19.4.1 a modification of the Software, Services, Deliverables or Supplier Material by anyone other than Us; or

19.4.2 Your use of the Software, Services, Deliverables or Supplier Material in a manner contrary to the instructions given to You by Us; or

19.4.3 Your use of the Software, Services, Deliverables or Supplier Material after notice of the alleged or actual infringement from Us or any appropriate authority.

19.5 The foregoing and Condition 19.2 states Your sole and exclusive rights and remedies, and Our entire obligations and liability, for infringement of any Intellectual Property Rights or right of confidentiality.

## 20. LIABILITY

### UNLIMITED LIABILITY

20.1 Nothing in the Agreement will exclude or limit either party's liability:

20.1.1 for death or personal injury caused by its (or its agent's or sub-contractor's) negligence;

20.1.2 for any fraud, fraudulent misrepresentation or fraudulent or dishonest act or omission by either party or any member of that party's Group or its officers, employees, agents or sub-contractors; or

20.1.3 that cannot, as a matter of law, be limited or excluded

### LIMITATION OF LIABILITY

20.2 Subject to Condition 20.1 and Condition 20.3:

20.2.1 We will not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for:

20.2.1.1 any Excluded Losses, in each case whether direct or indirect (and regardless of whether We have been advised of the possibility of such losses or damages); or

20.2.1.2 any indirect or consequential loss, costs, damages, charges or expenses however arising under the Agreement; and

20.2.2 Our total aggregate liability in contract (including in respect of the indemnity at Condition 19.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Agreement will be limited a sum equal to one hundred per cent (100%) of the Charges paid by You under this Agreement.

20.3 Except as expressly and specifically provided in the Agreement:

20.3.1 You assume sole responsibility for results obtained from the use of the Services, the Software, the Deliverables, the Goods and the Supplier Material by You, and for conclusions drawn from such use. We will have no liability for any damage caused by errors or omissions in any information, instructions, or data provided to Us by You in connection with the Services, or any actions taken by Us at Your direction;

20.3.2 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by Applicable Law, excluded from the Agreement; and

20.3.3 the Services and Deliverables are provided to You on an "as is" basis.

## 21. TERMINATION

### MUTUAL TERMINATION FOR CONVENIENCE

21.1 You and/or We may terminate the Agreement on providing not less than thirty (30) days' prior written notice to the other. In the case of Services, any such notice given by you shall expire no sooner than the end of the Minimum Term.

### MUTUAL TERMINATION FOR CAUSE

21.2 Without affecting any other right or remedy available to You or Us, You or We may terminate the Agreement with immediate effect at any time by giving written notice to the other if:

21.2.1 the other party commits a material breach of any term of the Agreement which is incapable of remedy;

21.2.2 the other party commits a material breach of any term of the Agreement which is capable of remedy and fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so; or

21.2.3 the other party suffers an Insolvency Event.

### OUR TERMINATION FOR CAUSE

21.3 Without affecting any other right or remedy available to Us, We may terminate the Agreement with immediate effect, at any time, by giving written notice to You if:

21.3.1 You fail to pay any amount due under the Agreement on the due date for payment and such amount remains unpaid not less than thirty (30) days after You have been notified by Us in writing to make such payment; or

21.3.2 there is a change of Control of You.

21.4 For the avoidance of doubt and in accordance with the above Condition 21.3.1, failure to pay any amount due under the Agreement within sixty (60) days after the due date will trigger Our right to delete all data hosted by Us in relation to the Services pursuant to Condition 16.14.

## 22. CONSEQUENCES OF TERMINATION

### GENERAL

22.1 On termination of the Agreement for any reason:

22.1.1 all licences granted by Us under the Agreement will immediately terminate and You will immediately cease all use of the Software, Services and the Supplier Material;

22.1.2 You and We will return and make no further use of any equipment, property, documentation and other items (and all copies of them) belonging to the other; and

22.1.3 any rights, remedies, obligations or liabilities of Yours and Ours 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 will not be affected or prejudiced.

## COMMITTED CHARGES

22.2 If the Agreement is terminated by:

22.2.1 Us pursuant to Conditions 21.2 or 21.3, prior to the end of the Minimum Term (if any) You will be liable to Us for and will pay to Us, the Committed Charges (if any). You will pay an amount equal to all Committed Charges due and payable by You to Us within ten (10) Business Days of the date of termination of the Agreement; or

22.2.2 You pursuant to Condition 21.2.1 or 21.2.2 or Us pursuant to Condition 21.1, You will not be liable to Us for and will not be required to pay to Us, the Committed Charges for any period after termination. However, You will pay an amount equal to all fees and charges due and payable by You to Us as at the date of termination of the Agreement within ten (10) Business Days of the date of termination of the Agreement.

## 23. FORCE MAJEURE

We will have no liability to You under the Agreement if We are prevented from or delayed in performing any of Our obligations under the Agreement, or from carrying on Our business, by acts, events, omissions or accidents beyond Our reasonable control, including, strikes, lock-outs or other industrial disputes (whether involving Our workforce or that of any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors ("**Force Majeure Event**"). We will notify you as soon as reasonably possible once we are aware that a Force Majeure Event has affected Our ability to perform the Agreement.

## 24. CONFLICT

If there is any conflict or inconsistency between any of the provisions in different parts of the Agreement, the conflict will be resolved in favour of the provision in the part of the Agreement that occurs earliest in the following list:

24.1 the Order Form (including any Special Terms);

24.2 the Special Conditions;

24.3 these General Terms and Conditions; and

24.4 the Specification.

## 25. VARIATION

No variation of the Agreement will be valid unless it is in writing and signed by or on behalf of You and Us.

## 26. WAIVER AND CUMULATIVE REMEDIES

26.1 The rights and remedies of You and Us under, or in connection with, the Agreement may be waived only by express written notice to the other. Any waiver will apply only in the instance, and for the purpose for which it is given.

26.2 No right or remedy under, or in connection with, the Agreement will be precluded, waived or impaired by:

26.2.1 any failure to exercise or delay in exercising it;

26.2.2 any single or partial exercise of it;

26.2.3 any earlier waiver of it (whether in whole or in part); or

26.2.4 any of the above in relation to any other right or remedy (be it of similar or different character).

26.3 The rights and remedies arising under, or in connection with, the Agreement are cumulative and, except where otherwise expressly provided in the Agreement, do not exclude any rights or remedies provided by Applicable Law or otherwise.

26.4 Any termination of the Agreement and/or parts thereof does not affect any accrued rights or liabilities of You or Us and nor does it affect the coming into force or the continuance in force of any provision of the Agreement that is expressly or by implication intended to come into or continue in force on or after such termination.

## 27. SEVERANCE

27.1 If any provision of the Agreement is or becomes illegal, invalid or unenforceable, in any respect:

27.1.1 it will not affect or impair the legality, validity or enforceability of any other provision of the Agreement; and

27.1.2 the parties will use reasonable endeavours to negotiate in good faith with a view to replacing it with a valid and enforceable provision which achieves, to the greatest extent possible, the same effect as would have been achieved by the illegal, invalid or unenforceable provision but differing from the replaced provision as little as possible.

27.2 If any illegal, invalid or unenforceable provision would be legal, valid or enforceable if some part of it were deleted, such provision will apply with the minimum modifications necessary to make it legal, valid or enforceable.

## 28. ENTIRE AGREEMENT

28.1 The Agreement constitutes the entire agreement and understanding between You and Us in respect of its subject-matter and supersedes any previous agreement, warranty, statement, representation, understanding, or undertaking (in each case whether written or oral) given or made before the date of the Agreement by or on behalf of the parties and relating to its subject matter.

28.2 Subject and without prejudice to Conditions 20.1 and 28.4, You confirm that You have not relied upon, and will have no remedy in respect of, any agreement, warranty, statement, representation, understanding or undertaking made by Us (or anyone acting on our behalf), unless that warranty, statement, representation, understanding or undertaking is expressly set out in the Agreement.

28.3 Subject to Conditions 20.1 and 28.4, You will not be entitled to the remedies of rescission or damages for misrepresentation arising out of, or in connection with, any agreement, warranty, statement, representation, understanding or undertaking whether or not it is set out in the Agreement.

28.4 Nothing in the Agreement will restrict or exclude any liability for (or remedy in respect of) fraud or fraudulent misrepresentation.

## 29. ASSIGNMENT AND OTHER DEALINGS

29.1 You will not, without Our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of Your rights or obligations under the Agreement.

29.2 We may, at any time, assign, transfer, charge, sub-contract or deal in any other manner with all or any of Our rights or obligations under the Agreement.

## 30. RELATIONSHIP OF THE PARTIES

30.1 Nothing in the Agreement is intended to create a partnership or joint venture or legal relationship of any kind between You and Us that would impose liability upon You or Us for the act or failure to act of the other, or to authorise You or Us to act as agent for the other. Save where expressly stated in the Agreement, neither You or We will have authority to make representations, act in the name or on behalf of, or otherwise to bind, the other.

## 31. NON-EXCLUSIVE

The Agreement will not prevent Us from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar or identical to the Services, Goods, Deliverables, Software, and/or Supplier Materials provided under the Agreement.

## 32. THIRD PARTY RIGHTS

32.1 Except as provided in the remainder of this Condition 32, a person who is not a party to the Agreement will have no right under the Contracts (Rights of Third Parties) Act 1999 (the "**CRTPA**") to enforce any term of the Agreement. This Condition 32 does not affect any right or remedy of any person which exists, or is available, other than under CRTPA.

32.2 We may enforce any term of the Agreement on behalf of a member of Our Group. Without prejudice to the foregoing, any other member of Our Group may enforce any term of the Agreement which is expressly or implicitly intended to benefit it. Any Regulatory Body may enforce the terms of Condition 12.1.

## 33. ANTI-BRIBERY COMPLIANCE

33.1 You and We will:

33.1.1 comply with all Applicable Laws relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("**Relevant Requirements**");

33.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

33.1.3 have and will maintain in place throughout the term of the Agreement policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate; and

33.1.4 promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by the party making the report in connection with the performance of the Agreement.

33.2 For the purpose of this Condition 33, the meaning of "adequate procedures" and "foreign public official" and whether a person is "associated" with another person will be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively.

## 34. ANTI-SLAVERY

34.1 Neither You or We will engage in any practice that amounts to:

34.1.1 slavery or servitude (each as construed in accordance with Article 4 of the Convention for the Protection of Human Rights and Fundamental Freedoms of 4 November 1950, as amended);

34.1.2 forced or compulsory labour (as defined by the International Labour Organisation's Forced Labour Convention 1930 (No. 29) and Protocol);

34.1.3 human trafficking; or

34.1.4 arranging or facilitating the travel of another person with a view to that person being exploited.

34.2 You and We will, and will procure that Your and Our respective officers, employees, agents, sub-contractors and any other persons who perform services for or on behalf of the relevant party in connection with the Agreement will:

34.2.1 comply with all applicable laws relating to slavery, servitude, forced or compulsory labour or human trafficking ("**Anti-Slavery Laws**");

34.2.2 not do or omit to do any act or thing which constitutes or may constitute an offence under any Anti-Slavery Law;

34.2.3 not knowingly employ or engage in any practices which constitute or may constitute an offence under any Anti-Slavery Law and not knowingly appoint or contract with any person who has been convicted of or prosecuted in any jurisdiction in relation to an offence or alleged offence under any Anti-Slavery Law; and

34.2.4 not commit any act or omission which causes or could cause the other party to breach, or commit an offence under, any Anti-Slavery Law.

34.3 You and We will provide the other with such assistance and information as that other party reasonably requires from time to time to:

34.3.1 perform any activity required by any government, regulatory entity or agency in any relevant jurisdiction for the purpose of compliance with any applicable Anti-Slavery laws;

34.3.2 prepare a slavery and human trafficking statement as required by section 54 of the Modern Slavery Act and to include the matters referred to in section 54(5) of that Act; and

34.3.3 conduct due diligence and to measure the effectiveness of the steps it is taking or wishes to ensure that modern slavery practices are not taking place in its supply chain.

34.4 You and We will promptly notify the other party of any breach of Conditions 34.1 to 34.3 (inclusive).

## 35. SET-OFF

All amounts due from You to Us under or in connection with the Agreement will be paid in full without any set-off, counterclaim, deduction or withholding (other than any admitted credit or overpayment or any deduction or withholding of taxes required by Applicable Law).

## 36. NOTICES

36.1 Any notice required to be given under the Agreement will be in writing and will be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in the Agreement Order Form, or such other address as may have been notified by that party for such purposes (in accordance with this Condition).

36.2 A notice delivered by hand will be deemed to have been received when delivered (or if delivery is not in Business Hours, at 9.00 am (UK time) on the first Business Day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post will be deemed to have been received at the time at which it would have been delivered in the normal course of post.

**37. GOVERNING LAW**

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

**38. JURISDICTION**

You and We irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims). However nothing in this Condition shall, where You are based outside of England and Wales, prevent Us from commencing proceedings against You in the courts of Your home jurisdiction.

**VERSION 1.5 28 April 2020**