



Terms and Conditions

FOR ESCROW SERVICES

G-Cloud 13 (RM1557.13)

Contact: bidteam@nccgroup.com

Telephone: +44(0)161 209 5200

nccgroup[®]

NCC GROUP'S STANDARD TERMS AND CONDITIONS FOR ESCROW SERVICES

1. DEFINITIONS

In these terms and conditions the following terms shall have the following meanings:

“**Agreement**” means the agreement created by the Conditions which govern the ordering of Escrow Services by the Client from NCC Group.

“**Anti-Bribery Laws**” means any and all statutes, statutory instruments, bye-laws, orders, directives, treaties, decrees and laws (including any common law, judgment, demand, order or decision of any court, regulator or tribunal) which relate to anti-bribery and/or anti-corruption, including (without limitation) the Bribery Act 2012.

“**Client**” means the individual(s) and/or organisation(s) to whom NCC Group is providing the Escrow Services and who has completed and signed an Order Form.

“**Conditions**” means these terms and conditions.

“**Confidential Information**” means all technical and/or commercial information not in the public domain and which is designated in writing as confidential by any party together with all other information of any party which may reasonably be regarded as confidential information.

“**Data Protection Legislation**” means the General Data Protection Regulations (GDPR) (Regulation (EU) 2016/679) and any related legislation, regulations, requirements or guidance from time to time.

“**Escrow Agreement**” means any agreement under which NCC Group agrees to provide Escrow Services to the Client and/or the Client and third party(s).

“**Escrow Protection Certificate**” has the meaning ascribed to it in the Escrow Agreement.

“**Escrow Services**” means NCC Group’s escrow or copyright protection services.

“**Fees**” means NCC Group’s current initial fee for setting up the Escrow Agreement together with any other fees relevant to the Escrow Services as detailed on the Order Form.

“**Material**” means the source code of any software application or package and/or other materials and documentation to be placed in escrow with NCC Group.

“**Order Form**” means the order form setting out the details of the Escrow Services order of the Client.

“**Personal Data**” shall have the meaning given to it in the General Data Protection Regulations (GDPR) (Regulation (EU) 2016/679).

“**NCC Group**” is the trading name of both NCC Group Escrow Limited and NCC Services Limited, the ultimate parent company of which is NCC Group plc.

“**Verification Services**” means the verification services for the Material offered by NCC Group.

2. FORMATION OF AGREEMENT

- 2.1 By signing and completing the Order Form, the Client agrees to be bound by the Conditions which form the Agreement between the Client and NCC Group.
- 2.2 By submitting the Order Form, the Client warrants that it has authority to order the Escrow Services and enter into the Agreement.

3. VERIFICATION

Any Verification of the Material requested by the Client in the Order Form shall be governed by NCC Group’s standard terms and conditions for Verification Services.

4. NCC GROUP’S DUTIES

- 4.1 Upon or as soon as practicable after acceptance of the Order Form by NCC Group, NCC Group shall, as appropriate to the Escrow Services ordered:
 - 4.1.1 issue its standard form Escrow Agreement for review by the Client and any other parties; or
 - 4.1.2 review the terms and conditions of the Client’s proposed Escrow Agreement and discuss any required amendments; or
 - 4.1.3 issue documentation to allow a party to register to a multi-licensee Escrow Agreement; or
 - 4.1.4 issue an Escrow Protection Certificate; or
 - 4.1.5 issue documentation required to novate or replace an Escrow Agreement.
- 4.2 When all parties have agreed the terms of the Escrow Agreement and/or other documentation to be executed, NCC Group shall send out final version(s) for signature by all parties.

5. CLIENT DUTIES

- 5.1 The Client agrees to finalise the terms of the Escrow Agreement within 30 days of receipt of the order.
- 5.2 The Client agrees to execute and to procure that any other parties execute the Escrow Agreement and any documentation within 30 days of receipt.

6. THE FEES AND PAYMENT

- 6.1 NCC Group shall invoice the Client for the Fees upon its acceptance of the Order Form. The Client agrees and undertakes to pay NCC Group the Fees as invoiced within 30 days of the date of the invoice.
- 6.2 All payments properly due under this Agreement shall become payable immediately upon termination of this Agreement regardless of any other provision herein.
- 6.3 All payments due under this Agreement shall be made without any deduction by way of set off, counterclaim, discount or abatement or otherwise except where the Client is expressly permitted to do so by law or Order of Court.
- 6.4 All the Fees payable are exclusive of any value added tax.
- 6.5 NCC Group shall be entitled to review and vary its standard fees and charges for its services under this Agreement from time to time but no more than once a year and only upon 45 days written notice to the parties.
- 6.6 NCC Group reserves the right to charge interest in respect of the late payment of any sum due under the Agreement (both before and after judgement) at the rate specified in the Late Payment of Commercial Debts (Interest) Act, such interest to accrue on a daily basis from the due date until full payment.
- 6.7 NCC Group reserves the right to charge an additional fee for any order which exceeds the time limits outlined at clause 5.1 and 5.2.
- 6.8 NCC Group reserves the right to charge for additional work incurred should any information provided by the Client on the Order Form be incorrect.

7. CONFIDENTIALITY

NCC Group will neither disclose nor permit its employees, agents or sub-contractors to disclose any Confidential Information entrusted to it by the Client provided always that this restriction shall not apply to information already in NCC Group’s possession, or which comes into the public domain other than by breach of this obligation by NCC Group, its employees, agents or sub-contractors, or which is disclosed to NCC Group by a third party free to disclose the same.

8. LIABILITY

- 8.1 Nothing in this clause 8 excludes or limits the liability of NCC Group for:
 - 8.1.1 fraud or fraudulent misrepresentation;

- 8.1.2 death or personal injury caused by NCC Group's (or its employees', agents' or sub-contractors') negligence; or
- 8.1.3 any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its liability.
- 8.2 Without prejudice to clauses 8.1.1 to 8.1.3 (inclusive), the following provisions set out the entire financial liability of NCC Group (including any liability for the acts or omissions of its employees, agents and sub-contractors) arising out of or in connection with this Agreement, whether in contract, tort, misrepresentation, under statute or otherwise, howsoever caused including (without limitation) by negligence and also including (without limitation) any liability arising from a breach of, or a failure to perform or defect or delay in performance of, any of NCC Group's obligations under this Agreement.
- 8.3 NCC Group shall not be liable for any loss or damage caused to the Client except to the extent that such loss or damage is caused by the negligent acts or negligent omissions of or a breach of any contractual duty by NCC Group, its employees, agents or sub-contractors in performing its obligations under this Agreement and in such event NCC Group's maximum aggregate liability arising out of or in connection with this Agreement, whether in contract, tort, misrepresentation, under statute or otherwise, howsoever caused including (without limitation) by negligence and also including (without limitation) any liability arising from a breach of, or a failure to perform or defect or delay in performance of, any of NCC Group's obligations under this Agreement, shall be limited to £2,500,000 (two million five hundred thousand pounds).
- 8.4 Subject to clause 8.1, NCC Group shall not be liable to the Client for any:
- 8.4.1 indirect, consequential and/or special loss or damage;
 - 8.4.2 loss of profit (direct or indirect);
 - 8.4.3 loss of revenue, loss of production or loss of business (in each case whether direct or indirect);
 - 8.4.4 loss of goodwill, loss of reputation, or loss of opportunity (in each case whether direct or indirect);
 - 8.4.5 loss of anticipated saving or loss of margin (in each case whether direct or indirect);
 - 8.4.6 wasted management, operational or other time (in each case whether direct or indirect);
 - 8.4.7 loss or damage arising out of any failure by the software owner to keep full and up to date back-ups and security copies of the Material;
 - 8.4.8 liability of any of the other parties to third parties (whether direct or indirect), arising out of or in connection with this Agreement, whether in contract, tort, misrepresentation, under statute or otherwise, howsoever caused including (without limitation) by negligence and also including (without limitation) any liability arising from a breach of, or a failure to perform or defect or delay in performance of, any of NCC Group's obligations under this Agreement.
- 8.5 NCC Group shall not be liable to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any instructions or Material supplied by the Client which are incomplete, incorrect, inaccurate, illegible or defective in any other way.

9 TERMINATION

- 9.1 If the terms of the Escrow Agreement have not been fully agreed within thirty (30) days of the receipt of the Order Form by NCC Group, (where NCC Group has used reasonable endeavours to bring about such agreement), NCC Group may, in its sole discretion, give written notice to the Client to terminate the Client's order and this Agreement.
- 9.2 If the Escrow Agreement is not executed within thirty (30) days of a final agreed copy being sent by NCC Group (or the Client where the Client has prepared the execution copies) to the relevant party(s) for signature, NCC Group reserves the right to terminate the Client's order and this Agreement forthwith and thereafter a new Order Form shall be required to set up an Escrow Agreement.
- 9.3 All Fees (including without limitation any initial set-up fee) paid under this Agreement are non-refundable and any outstanding Fees shall remain payable in the event of cancellation of the order by the Client or upon termination of the order by NCC Group pursuant to clauses 9.1 and 9.2 above.
- 9.4 A party may (without limiting any other remedy) at any time terminate the Agreement by giving written notice to the other if:
- 9.4.1 the other commits any breach of these Conditions and (if capable of remedy) fails to remedy the breach within thirty (30) days after being required by written notice from the other party to do so; or
 - 9.4.2 the other passes a resolution to wind itself up or an order is made to wind it up; or
 - 9.4.3 an order is made for the appointment of an administrator to the other or an administrator of the other is appointed; or
 - 9.4.4 the other enters into a compromise or arrangement with creditors; or the other has a receiver, administrative receiver or manager

NCC Group is the trading name of NCC Services Limited (Registered in England CRN: 2802141) and NCC Group Escrow Limited (Registered in England CRN: 3081952). The ultimate parent company is NCC Group plc (Registered in England CRN: 4627044) Registered office: XYZ Building, 2 Hardman Boulevard, Spinningfields, Manchester M3 3AQ
Tel No: + 44(0)161 209 5200; Fax No: +44(0)161 209 5100; email:trust

NCC GROUP'S STANDARD TERMS AND CONDITIONS FOR VERIFICATION SERVICES

1. DEFINITIONS:

In these terms and conditions the following terms shall have the following meanings:

"Anti-Bribery Laws" means any and all statutes, statutory instruments, bye-laws, orders, directives, treaties, decrees and laws (including any common law, judgment, demand, order or decision of any court, regulator or tribunal) which relate to anti-bribery and/or anti-corruption, including (without limitation) the Bribery Act 2012.

"Client" means the individual(s) and/or organisation(s) to whom NCC Group is providing the Verification Services and who has provided written consent (including by email) to the Fees or has completed and signed the Order Form.

"Conditions" means these terms and conditions.

"Confidential Information" means all technical and/or commercial information not in the public domain and which is designated in writing as confidential by any party together with all other information of any party which may reasonably be regarded as confidential information.

"Consultant" means the individual(s) performing the Verification Services on behalf of NCC Group.

"Contract" means the contract formed between the Client, the Software Owner and NCC Group constituted by the Conditions.

"Data Protection Legislation" means the General Data Protection Regulations (GDPR) (Regulation (EU) 2016/679) and any related legislation, regulations, requirements or guidance from time to time.

"Escrow Agreement" means any agreement relating to the Software under which NCC Group agrees to provide escrow services to the Client, the Client and the Software Owner or the Client, the Software Owner and other parties.

"Fees" means NCC Group's fee for the Verification Services and all reasonable expenses incurred by NCC Group in carrying out the Verification Services.

"Intellectual Property Rights" mean any copyright, patents, design patents, registered designs, design rights, utility models, trademarks, service marks, trade secrets, know how, database rights, moral rights, confidential information, trade or business names, domain names, and any other rights of a similar nature including industrial and proprietary rights and other similar protected rights in any country or jurisdiction together with all registrations, applications to register and rights to apply for registration of any of the aforementioned rights and any licences of or in respect of such rights.

"Licensee Data" means the licensee data which may be accessed as part of the Verification Services.

"NCC Group" is the trading name of both NCC Services Limited and NCC Group Escrow Limited.

"Order Form" means the order form setting out the details of the Verification Services order of the Client.

"Personal Data" shall have the meaning given to it in the General Data Protection Regulations (GDPR) (Regulation (EU) 2016/679).

"Software" means the application, the source code and any other materials which the Client requires to be verified.

"Software Owner" means the owner of the Software or its licensee, agent, distributor or representative authorised to act on its behalf.

"Tax" means any tax, levy, impost, duty, charge or fee, or penalty or interest thereon.

"Test Report" means the report produced by NCC Group detailing the results of the Verification Services.

"Verification Services" means the services to be performed by NCC Group to verify and/or test the Software as detailed in the Order Form and more particularly described in the relevant Verification Delivery Guide.

"Verification Delivery Guide" means the relevant NCC Group guide for the Verification Service ordered by the Client.

2. NCC GROUP'S DUTIES

2.1 NCC Group shall perform the Verification Services using all reasonable skill and care and in a professional, timely manner.

2.2 The Test Report recording the results of the Verification Services shall be produced by the Consultant within twenty-eight (28) days of completion of the Verification Services and sent to all parties. Where an Escrow Agreement is in place NCC Group shall hold a copy of the Test Report and any deposits created as part of the Verification Services under the Escrow Agreement.

2.3 The Test Report does not guarantee that the Software can be used to create a working version of the software package or application that the Software relates to. Accordingly, NCC Group does not give any warranty or representation to any party in relation to the contents of the Test Report and all implied warranties and representations in relation to the contents of the Test Report are excluded to the maximum extent permitted by law.

2.4 If the Software fails to satisfy NCC Group's Verification Services or is defective and/or incomplete so as to make completion of the Verification Services impossible, NCC Group shall immediately notify the Software Owner and the Client. NCC Group shall cease the Verification Services forthwith and the Fees shall remain payable in full.

2.5 Whilst NCC Group will use all reasonable endeavours to ensure that the same Consultant provides the Verification Services, it reserves the right to replace that Consultant during the services if necessary.

2.6 If it is intended that an escrow agreement will be entered into in respect of the Software and the Verification Services are being carried out prior to completion of the escrow agreement, NCC Group shall hold the Software and any deposits created as part of the Verification Services pending execution of the escrow agreement in a safe and secure environment, shall not make use of them other than for the purposes of the Contract and, unless the parties should agree otherwise in writing, will not disclose or release them other than to the Software Owner. Provided always that if the Parties fail to enter into an escrow agreement within one year of completion of the Verification Services NCC Group will be entitled to securely destroy the Software, the Test Report and any deposits created as part of the Verification Services.

3. CLIENT AND SOFTWARE OWNER'S DUTIES

3.1 Where the Client is not the owner of the Software, it undertakes to provide details of the Software Owner to NCC Group and procure the Software Owner's co-operation and any necessary consents to the Verification Services from the Software Owner and any relevant third parties.

3.2 The Client and Software Owner shall at all times co-operate with NCC Group and provide it promptly with assistance and information as reasonably required by NCC Group and promptly carry out all obligations set out in the Verification Delivery Guide. If, information which is reasonably required for satisfactory completion of the Services and requested by NCC Group in writing is either not provided or, if provided, is inaccurate or inadequate the Client shall be liable for all additional fees and expenses incurred by NCC Group, including extra consultant days as set out in clause 4.8.

- 3.3 The Client undertakes to arrange a mutually convenient time with NCC Group and the Software Owner (if appropriate) for the performance of the Verification Services. The Verification Services shall take place at either the premises of NCC Group, the Software Owner or the Client, depending on the type of Verification Services being provided and the hosting party shall ensure that suitable accommodation will be provided for the Consultant at these premises whilst the Verification Services are being carried out.
- 3.4 If the Verification Services are being carried out on NCC Group's or the Software Owner's premises, it shall be the responsibility of the Client to obtain permission in writing from the Software Owner if it wishes to attend the Verification.
- 3.5 If it is intended that an escrow agreement will be entered into in respect of the Software and the Verification Services are being carried out prior to completion of the escrow agreement, the Client and the Software Owner shall use their best endeavours to ensure the execution by all parties of the escrow agreement as promptly as possible and in any event within one year of the completion of the Verification Services. The Client acknowledges that if it is a licensee/beneficiary under the escrow agreement, it would not be able to apply for release of the Software until the escrow agreement is completed.
- 3.6 The Software Owner shall procure all relevant third party consents which are necessary for the performance of the Verification Services.
- 3.7 The Software Owner hereby consents to the Verification Services and gives permission to NCC Group to access, test and use the Software and other information or systems which are owned by the Software Owner and necessary for the Verification Services, for the purpose of performing the Verification Services. Such consent amounts to full authorisation for the purposes of Section 3 of the Computer Misuse Act 1990 as amended or replaced from time to time and any analogous legislation. If requested by NCC Group the Software Owner shall complete NCC Group's authorisation to test form to confirm such consent.
- 3.8 Where the Verification Services involve access to any Licensee Data the Client shall procure all permissions and consents necessary for NCC Group to perform the Verification Services (including as to confidentiality, data protection and Intellectual Property Rights).
- 3.9 The Software Owner assumes all liability and undertakes to at all times indemnify and hold harmless NCC Group and its officers, agents, sub-contractors and employees from and against any and all liability, loss, damages, costs, legal costs, professional and other expenses and any other liabilities of whatever nature, awarded against or agreed to be paid or otherwise suffered, incurred or sustained by NCC Group, whether direct, indirect or consequential as a result of or in connection with any claim by any third party(s) for alleged or actual infringement of Intellectual Property Rights arising out of or in connection with all and any acts or omissions of NCC Group in respect of the Software as contemplated under this Contract.
- 4. FEES**
- 4.1 NCC Group will invoice 100% of the Fees following commencement of the Verification Services.
- 4.4 If the Verification Services are cancelled or postponed within 30 days of the scheduled start date for their performance, NCC Group will invoice and the Client will pay 100% of the Fees as genuinely pre-estimated liquidated damages to reflect the losses which NCC Group will incur as a result of such cancellation or postponement. However, NCC Group will allow the Verification Services to be re-booked at no additional charge to the Client, save for expenses, provided always that such re-booked Verification Services are performed within three calendar months from the date of such cancellation/postponement.
- 4.5 The Fees shall be exclusive of any value added tax and any other applicable Tax which shall be payable in addition. Invoices are payable by the Client before the expiry of 30 days from the invoice date. Time for payment shall be of the essence. Termination of the Contract shall be without prejudice to the obligation of the Client to pay outstanding Fees and all outstanding Fees shall become due immediately upon termination of this Contract. All payments due under this Contract shall be made without any deduction by way of set off, counterclaim, discount, abatement or otherwise.
- 4.6 NCC Group shall be entitled to review and vary its Fees for its services under this Contract from time to time but no more than once a year and only upon 45 days written notice to the parties.
- 4.7 NCC Group reserves the right to charge interest in respect of the late payment of any sum due under this Contract (both before and after judgement) at the rate specified in the Late Payment of Commercial Debts (Interest) Act, such interest to accrue on a daily basis from the due date until full payment.
- 4.8 Should the time taken for completing the Verification Services exceed the standard number of consultant days allocated to the Verification Services, as detailed in the Verification Delivery Guide. NCC Group shall be entitled to make a further charge for its Consultant's additional time at its consultant day-rates applicable at that time.
- 4.9 The paying party shall make all such payments due under this Contract to NCC Group without withholding or deduction of, or in respect of, any Tax unless required by law. If any such withholding or deduction is required, the paying party shall, when making the payment to which the withholding or deduction relates, pay to NCC Group such additional amount as will ensure that NCC Group receives the same total amount that it would have received if no such withholding or deduction had been required.
- 5. CONFIDENTIALITY**
- NCC Group agrees to keep all Confidential Information relating to the Software that comes into its possession or to its knowledge under this Contract in strictest confidence and secrecy. NCC Group shall not make use of such Confidential Information other than for the purposes of the Contract and will not (save as required by law, any regulatory authority or stock or securities exchange) disclose or release it other than in accordance with the terms of this Contract or the Escrow Agreement.
- 6. INTELLECTUAL PROPERTY RIGHTS**
- All Intellectual Property Rights in the materials used by NCC Group to carry out the Verification Services remain vested in NCC Group or any relevant third party owners. All Intellectual Property Rights in the Test Report shall remain with NCC Group and the Client is hereby granted a non-exclusive licence to copy and use the Test Report for its own internal purposes only.
- 7. LIABILITY**
- 9.5 Nothing in this Contract excludes or limits the liability of NCC Group for
- 9.5.1 fraud or fraudulent misrepresentation;
- 9.5.2 death or personal injury caused by NCC Group's (or its employees', agents' or sub-contractors') negligence; or
- 9.5.3 any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its liability.
- 9.6 Without prejudice to clause 7.1, the provisions of clauses 7.3 and 7.4 set out the entire liability of NCC Group (including any liability for the acts or omissions of its employees, agents and sub-contractors) arising out of or in connection with this Contract, whether in contract, tort, misrepresentation, under statute or otherwise, howsoever caused including (without limitation) by negligence and also including (without limitation) any liability arising from a breach of, or a failure to perform or defect or delay in performance of, any of NCC Group's obligations under this Contract.
- 9.7 Subject to clause 7.1, NCC Group shall not be liable for any loss or damage caused to either the Client or the Software Owner either jointly or severally except to the extent that such loss or damage is caused by the negligent acts or negligent omissions of or a breach of any contractual duty by NCC Group, its employees, agents or sub-contractors in performing its obligations under this Contract and in such event NCC Group's maximum aggregate liability arising out of or in connection with this Contract, whether in contract, tort, misrepresentation, under statute or otherwise, howsoever caused including (without limitation) by negligence and also including (without limitation) any liability arising from a breach of, or a failure to perform or defect or delay in performance of, any of NCC Group's obligations under this Contract, shall be limited to £2,500,000 (two million five hundred thousand pounds).
- 9.8 Subject to clause 7.1, NCC Group shall not be liable to the Client or the Software Owner for any:
- 9.8.1 indirect, consequential and/or special loss or damage;
- 9.8.2 loss of profit (direct or indirect);
- 9.8.3 loss of revenue, loss of production or loss of business (in each case whether direct or indirect);

- 9.8.4 loss of goodwill, loss of reputation, or loss of opportunity (in each case whether direct or indirect);
- 9.8.5 loss of anticipated saving or loss of margin (in each case whether direct or indirect);
- 9.8.6 wasted management, operational or other time (in each case whether direct or indirect);
- 9.8.7 loss or damage arising out of any failure by the Software Owner to keep full and up to date back-ups and security copies of the Software;
- 9.8.8 liability of any of the other parties to third parties (whether direct or indirect),
- in each case arising out of or in connection with this Contract, whether in contract, tort, misrepresentation, under statute or otherwise, howsoever caused including (without limitation) by negligence and also including (without limitation) any liability arising from a breach of, or a failure to perform or defect or delay in performance of, any of NCC Group's obligations under this Contract.
- 9.9 NCC Group shall not be liable to the Client or the Software Owner for any loss, damage, costs, expenses or other claims for compensation arising from any material or instruction supplied by the Client or the Software Owner which are incomplete, incorrect, inaccurate, illegible or defective in any other way.
- 7.6 Nothing in this Contract shall impose any liability on NCC Group in respect of non-performance of its obligations under this Contract to the extent such non-performance is due to the Client's or the Software Owner's acts, omissions, negligence or default.
- 8. TERMINATION**
- 8.1 NCC Group reserves the right to withdraw from providing Verification Services under the Contract without notice if, in its opinion, information required for satisfactory completion of the Verification Services and requested by NCC Group in writing is either not provided or, if provided, is inaccurate or inadequate. The Client shall be liable for any Fees which are payable up to and including the date of withdrawal.
- 8.2 The Client or NCC Group may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the other if:
- 8.2.1 the other commits any breach of these Conditions and (if capable of remedy) fails to remedy the breach within thirty (30) days after being required by written notice from the other party to do so; or
- 8.2.2 if the other passes a resolution to wind itself up or an order is made to wind it up; or
- 8.2.3 an order is made for the appointment of an administrator to it or an administrator of it is appointed; or
- 8.2.4 it enters into a compromise or arrangement with creditors; or
- 8.2.5 it has a receiver, administrative receiver or manager appointed over all or any part of its assets or undertaking; or
- 8.2.6 being an individual, he or she is declared bankrupt or makes a compromise or arrangement with creditors.
- 9. GENERAL**
- 9.1 A person who is not a party to this Contract shall not have any rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Contract.
- 9.2 The data collected on the Order Form for this Contract will be dealt with in accordance with NCC Group's Data Protection Policy and will be used for the purpose of providing services supplied by NCC Group.
- 9.3 NCC Group shall be entitled to sub-contract any or all of the services to any of its affiliates without the prior written consent of the Client provided that NCC Group remains liable for the acts or omissions of its affiliates as if they were NCC Group's own acts or omissions.
- 9.4 The Conditions together with the Order Form, any Escrow Agreement and NCC Group's standard terms and conditions for escrow solutions (if applicable) shall constitute the entire agreement between the parties and supersede any previous agreement or understanding. All other terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law. In the event of any conflict between any of the terms of these documents, the following order shall prevail: (i) this Contract; (ii) the Escrow Agreement; (iii) the standard terms and conditions for escrow solutions orders; and (iv) the Order Form.
- 9.5 Any variation of the Contract must be in writing and be signed by each party to the Contract.
- 9.6 Any notice sent under the Contract shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may be notified by each party to the other time to time.
- 9.7 No failure or delay by either party in exercising any of its rights under this Contract shall be deemed to be a waiver of that right.
- 9.8 If any provision or any part of a provision of this Contract is held by any authority to be invalid and unenforceable, the validity of the other provisions and/or the remaining part of the provision shall not be affected.
- 9.9 NCC Group reserves the right to defer the date of provision of the Verification Services if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of NCC Group including, without limitation, for acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of thirty (30) days, the Client shall be entitled to give notice in writing to NCC Group to terminate this Contract.
- 9.10 Calls between any of the parties and NCC Group may be recorded for quality and training purposes.
- 9.11 Each party will comply with all applicable statutes, statutory instruments, by-laws, orders, directives, treaties, decrees and laws (including any common law, judgment, demand, order or decision of any court or tribunal) which relate to anti-bribery and corruption and no party will offer, promise, give, request, agree to receive, receive or accept a bribe or financial or other advantage or commit any corrupt act.
- 9.12 Each of the Software Owner and the Client warrant to NCC Group that as at the date of this Agreement it is not subject to any sanction, embargo or equivalent measure imposed by the laws of any jurisdiction or any union of jurisdictions (as "Sanctions") whether by virtue of such Sanctions being imposed on it individually or by virtue of it being resident in a certain jurisdiction or operating in a certain sector. If, during the term of this Agreement, the Software Owner or the Client becomes subject to any Sanction it will immediately notify NCC Group in writing.
- 9.13 The Software Owner and the Client jointly and severally warrant to NCC Group that the Materials (including, without limitation, the receipt by NCC Group of the Materials or the taking of any action by NCC Group in relation to the Materials that is contemplated by this Agreement including the receipt, holding, testing and/or releasing of the Materials (together the "NCC Actions")) are not, and to the best of their knowledge and belief are not expected to become, subject to any import, re-import, export or re-export controls, laws or regulations in any country that the Materials may be exported from, held in or delivered or released into under this Agreement ("Export Control Laws"). If at any time during the term of this Agreement, the Materials or the NCC Actions become subject to Export Control Laws the Software Owner and the Client shall immediately notify NCC Group, providing all relevant details. Without prejudice to clause 9.9, NCC Group shall have no obligation to undertake any NCC Actions in relation to the Materials if to do so would put it in breach (or potential breach) of Export Control Laws and shall not be required to obtain any licence or other permission under Export Control Laws.
- 9.14 The Client and Software Owner warrant to NCC Group that in providing or disclosing any Personal Data in connection with this Agreement it has provided or disclosed such Personal Data in accordance with all applicable Data Protection Legislation and that it has collected and transferred such Personal Data to NCC Group in accordance with the Data Protection Legislation. In particular, each of the Client and Software Owner warrants and represents that it has obtained any relevant consent to such collection and transfer and the processing of the Personal Data by NCC Group in the execution of this Agreement. Each of the Client and Software Owner shall indemnify NCC Group in respect of all direct, indirect and consequential losses, damages, costs, claims, proceedings, expenses and liabilities (including reasonable legal fees, other professional costs and costs of enforcement) incurred by NCC Group and its Affiliates arising out of or in connection with a breach of this clause 9.13.
- 9.15 NCC Group is committed to ensuring that there is no modern slavery or human trafficking in its supply chains or in any part of its business and its Anti Slavery and Human Trafficking Statement and Anti Slavery Policy are available upon request.

9.16 This Contract shall be governed by the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts, except for enforcement proceedings where the English courts shall have non-exclusive jurisdiction.

NCC Group is the trading name of NCC Services Limited (Registered in England CRN: 2802141) and NCC Group Escrow Limited (Registered in England CRN: 3081952). Registered office: XYZ Building, 2 Hardman Boulevard, Spinningfields, Manchester M3 3AQ

Tel No: + 44(0)161 209 5200; Fax No: +44(0)161 209 5100; email: escrow@nccgroup.trust