Summus Technology Solutions Ltd
107, Chiltern Avenue
Bedford, MK41 9EJ
Phone 07889254912
Company Reg No 07469341
VAT No 103 479528

These terms and conditions shall govern the provision of Services (as defined below) by Summus Technology Solutions Ltd to the Customer to the exclusion of all other terms and/or conditions whether included in any acknowledgement, communication or otherwise from either party unless otherwise agreed between the parties in writing.

3. DEFINITIONS

In this Agreement, unless the context requires otherwise, the following expressions shall have the following meanings:

1. 1.1. "Agreement" means these Standard Terms and Conditions of Business for the Provision of Services;
2. 1.2. "Software Development" means the supply by Summus Technology Solutions Ltd of Information Technology services for the conception, creation and/or development of software or the like that is specific to the Customer's requirement (for example, without limitation, web-site development, new software etc.)
3. 1.3. "Confidential Information" means all information, whether provided in writing or orally, and disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party"), or to any employee or sub- contractor of the Receiving Party (the "Recipient"), whether before or after the date of the Agreement, including, without limitation, any information relating to the Disclosing Party's customers, products, operations, processes, plans or intentions, product information, know how, design rights, trade secrets, market opportunity and business affairs;
4. 1.4. "Consultancy Services" shall mean any information technology related services that are detailed in the Service Schedule but excludes the sale and supply of hardware, sale and licensing of software, provision of Managed Services, supply of maintenance and/or support and the provision of Software Development;
5. 1.5. "Customer" means the person, firm or company whose details are set out in the Service Schedule;
6. 1.6. "Delivery Date" means the estimated date of commencement of the Services which will be recorded in the

2. SERVICE SCHEDULE

7. 1.7. "Summus Technology Solutions Ltd" shall mean Summus Technology Solutions Ltd, of 107, Chiltern Avenue, Bedford

   MK41 9EJ.

8. 1.8. "Summus Technology Solutions Ltd Company" means Summus Technology Solutions Ltd and any corporate body which is from time to time: (i) a subsidiary of Summus Technology Solutions Ltd; or (ii) a holding company or a subsidiary of a holding company of Summus Technology Solutions Ltd;
9. 1.9. "Intellectual Property" means patents, trademarks (registered and unregistered), utility models, all components of copyright (including rights of transcription, distribution, publishing and moral rights) and other exclusive rights of utilization, rights in service marks, get-up, logos, designs (whether registered or unregistered) and inventions, trade and business names, rights in goodwill or reputation, database rights (including extraction and re-utilization rights), rights in compilations, any rights similar to any of the above that come into existence (whether by introduction of a new right through legislation or by some other means), applications for any such rights and interests in any of the above and all rights or forms of protection of a similar nature to any of the above or having equivalent effect anywhere in the world;

10. 1.10. "Managed Services" shall mean the services offered by Summus Technology Solutions Ltd pursuant to Summus Technology Solutions Ltd' Managed Services Terms and Conditions.

11. 1.11. "Price" means the price for the provision of Services, Consultancy Services or the provision of Software Development contained in the Service Schedule.

12. 1.12. "Service Schedule" shall mean the schedule in the form attached to this Agreement which upon completion and signature by both parties shall, together with this Agreement, form the Contract between the Customer and Summus Technology Solutions Ltd. Should any terms and/or condition included in the Service Schedule conflict with any term and/or condition in this Agreement the term and/or condition in the Service Schedule shall take precedence to the extent a conflict exists. Each Service Schedule shall be identifiable by a unique Contract Change Note ("CCN");

13. 1.13. "Services" the services to be supplied by Summus Technology Solutions Ltd which may include Professional Services, IaaS, PaaS, SaaS or other cloud services, web hosting services, managed services and any other services set out in the Agreement together with an associated deliverable and support services.

14. 1.14. In this Agreement references to:
    1. 1.14.1. persons include bodies corporate, incorporated associations, and partnerships.
    2. 1.14.2. clauses are to clauses of this Agreement.
    3. 1.14.3. a "subsidiary" or "holding company" shall be construed in accordance with Sections 736 and 736A of the Companies Act 1985; and
    4. 1.14.4. any statutory provision shall include reference to a statutory provision as modified or re- enacted or both from time to time whether before or after the date of this Agreement.

15. 1.15. The headings in this Agreement shall not affect the interpretation of this Agreement.

3. SPECIFICATIONS AND COMMENCEMENT

3   All performance data and other technical information relating to Services are given by Summus Technology Solutions Ltd in the belief that they are reasonably accurate. Summus Technology Solutions Ltd accepts no responsibility whatsoever for any such information which has been prepared by a third party.

4   When Summus Technology Solutions Ltd accepts an agreement, it will confirm a nominated contact with the Customer.

1. 2.3. The Customer accepts there may be temporary disruption to systems and operations during the setup of the Services.

2. 2.4. At the Customer's request Summus Technology Solutions Ltd may provide in the Service Schedule an estimate of charges for any Services. Unless explicitly stated, such estimate shall not be binding on Summus Technology Solutions Ltd or convert the Contract to a fixed price contract in respect of such Services.

1. 3.2. If Summus Technology Solutions Ltd determines (at its sole discretion) that any estimate will be materially exceeded it shall, within a reasonable period, notify the Customer. In such event the Customer may elect to terminate the Services upon 14 days' notice.

2. 3.3. Where the Service Schedule provides that the Services shall be performed for a fixed price this Agreement and/or the Services Schedule may not be terminated by the Customer before completion of the Services except pursuant to Clause 7.2 of this Agreement.

4. 3.4. Should the Customer terminate this Agreement in breach of Clause 3.3 then the Customer shall be liable to pay Summus Technology Solutions Ltd by way of liquidated damages a sum equal to 50% of the anticipated cumulative billings which but for such termination would have been payable by the Customer up until the earliest time when the Customer was contractually entitled to terminate the

Agreement. The Customer acknowledges that this sum is a genuine pre-estimate of the loss that Summus Technology Solutions Ltd would suffer.

5. 3.5. The Customer shall pay or reimburse to Summus Technology Solutions Ltd (on production of vouchers and/or other evidence) all reasonable and proper expenses incurred in connection with the provision of the Services including, but not limited to, travel and accommodation expenses. Car mileage allowances will be payable by the Customer to Summus Technology Solutions Ltd in accordance with AA guidelines.

6. 3.6. Each Service Schedule shall designate a Project Manager for the Customer and a Project Manager for Summus Technology Solutions Ltd who shall each be responsible for directing the specific activities of their respective employees and shall have sufficient authority to represent the Customer and Summus Technology Solutions Ltd respectively on all technical, administrative, and supervisory matters arising in connection with the performance of the respective Services. Either party may replace its Project Manager upon reasonable notice to the other party, provided such replacement has the appropriate skills, knowledge, and expertise to perform the role.

7. 3.7. To monitor and improve performance Summus Technology Solutions Ltd may be required to install systems to collect and analyse anonymized and/or aggregated information and data which will only be disclosed to third parties with relevant statutory authority.

8. 3.8. Summus Technology Solutions Ltd will handle and resolve any reported problems as set out in the Agreement and may resolve any problem by providing avoidance instructions or a workaround.

9. 3.9. Where a problem resides in a third-party system or software used to deliver the Services Summus Technology Solutions Ltd is only responsible for managing the problem through the relevant third-party support organization, and any target resolution times do not apply.

10. 3.10. The support Services provided by Summus Technology Solutions Ltd do not include any Consultancy Services, user familiarization, or training or support for other Customer software, services or systems that interact with the Services.

11. 3.11. Target resolution time will not apply to any significant effort in resolving a problem caused by Customer's acts or omissions. Summus Technology Solutions Ltd may charge at its standard rates for the effort required for any such resolution.

12. 3.12. Summus Technology Solutions Ltd will comply with the Customers reasonable procedures concerning access, permissions and conduct on Customer site. It is the responsibility of the Customer to provide Summus Technology Solutions Ltd with adequate notice of these procedures and any changes to these procedures.

13. 3.13. To improve operations or the Services Summus Technology Solutions Ltd may revise the Services by giving the customer at least 60 days' notice. By issuing this notice Summus Technology Solutions Ltd has the right to revise the Business terms with effect for the end of the initial term shown in the agreement.

4. CUSTOMER OBLIGATIONS

1. 4.1. The Customer is not permitted to sell, re-sell, sub license, lease, rent, supply or make the Services available to any third party but may use the Services to provide its own services to its customers.

2. 4.2. The Customer will provide all decisions, instructions, information, access, permissions, and assistance requested by Summus Technology Solutions Ltd to ensure it can meet its obligations under the Agreement

3. 4.3. The Customer will give Summus Technology Solutions Ltd reasonable prior notice of any activity likely to cause an abnormal use of compute bandwidth or storage resources.

4. 4.4. The Customer will not use any of the Services to access, store, transfer, distribute or transmit any Objectionable material. In this instance "Objectionable" means unlawful, false, fraudulent, misleading, offensive, pornographic, obscene, derogatory, discriminatory, racist, defamatory, inflammatory, malicious, threating, anxiety causing, unsolicited mass emailing, flooding, spamming, or infringing the rights of Summus Technology Solutions Ltd or others likely to expose Summus Technology Solutions Ltd to prosecution or third-party claims.

5. 4.5. The Customer may not attempt to repair, adjust, modify, or interfere with any Summus Technology Solutions Ltd Systems software or equipment without first obtaining agreement from Summus Technology Solutions Ltd. The Customer must co- operate with Summus Technology Solutions Ltd for any reasonable requests concerning security measures and monitoring systems.

6. 4.6. The Customer will only use the call reporting and handling process agreed with Summus Technology Solutions Ltd to notify of any problems with the Services and raise service requests.

7. 4.7. The Customer accepts that communications and computer systems in general cannot be free of errors or interruptions and agrees that their existence does not constitute a breach of the Agreement.

8. 4.8. The Customer must retain the accreditations appropriate to the Services and will provide evidence of the same to Summus Technology Solutions Ltd upon request.

9. 4.9. Summus Technology Solutions Ltd has no responsibility for restoring content or for disaster recovery except to the extent expressly set out as part of the Services.

10. 4.10. The Customer is solely responsible for the compatibility, accuracy, completeness, operation, maintenance, security, backup and use of applications, software, systems, and network connectivity that it uses in connection with the Services unless these are expressly included as part of the Services.

5. INTELLECTUAL PROPERTY RIGHTS AND INDEMNITY

1. 5.1. All Intellectual Property created or developed during the supply of the Services will remain the property of Summus Technology Solutions Ltd. The Customer will not remove, modify, or obscure any copyright, trademark or any other property rights that appear on any Summus Technology Solutions Ltd Service. The customer may not attempt to copy, reverse engineer, decompile or disassemble such software.

2. 5.2. On payment in full for the Services to be paid under the relevant Service Schedule, the Customer will be granted a non-exclusive and non-transferable, royalty-free licence to use the product of such Services and any associated documentation in accordance with these terms and conditions. Summus Technology Solutions Ltd will be entitled to terminate the licence forthwith should the Customer breach the terms of this Agreement, the Service Schedule and/or any licence granted hereunder. No sub- licences may be granted without Summus Technology Solutions Ltd prior written consent.

3. 5.3. Unless stated otherwise in the Service Schedule all Intellectual Property created or developed during the Services or Software Development will remain the property of Summus Technology Solutions Ltd.

4. 5.4. On payment in full for the Service or Software Development to be paid under the relevant Service Schedule, the Customer will be granted a non-exclusive and non-transferable, royalty-free licence to use the Software and any associated documentation in accordance with these terms and conditions. Summus Technology Solutions Ltd will be entitled to terminate the licence forthwith should the Customer breach the terms of this Agreement or the Service Schedule. No sub-licences may be granted without Summus Technology Solutions Ltd prior written consent.

5. 5.5. Summus Technology Solutions Ltd will defend, at its own expense, any legal action brought against the Customer to the extent that it is based on a claim that the Services, Consultancy Services or any Software (or any part thereof), when used in accordance with any documentation that accompanies the Services, Consultancy Services or Software, infringes a copyright of a third party, and Summus Technology Solutions Ltd will pay any final judgement awarded to the third party against the Customer PROVIDED THAT: Customer shall (i) notify Summus Technology Solutions Ltd promptly in writing of any such claim; (ii) permit Summus Technology Solutions Ltd to have sole control of the defence, compromise or settlement of such claim, including any appeals; (iii) not make any prejudicial statements or settlement offers without the prior written consent of Summus Technology Solutions Ltd; and (iv) fully co-operate with Summus Technology Solutions Ltd in the defence or settlement of such claim. Summus Technology Solutions Ltd will pay such reasonable costs, damages or fees incurred by the Customer in connection with such action or claim.

6. 5.6. Should the Services, Software and/or the Consultancy Services become, or in Summus Technology Solutions Ltd opinion be likely to become, the subject of any such infringement claim the Customer shall permit Summus Technology Solutions Ltd, at Summus Technology Solutions Ltd option

and expense, to (i) procure for Customer the right to continue using the Services, Software or the Consultancy Services, or (ii) replace or modify the Services, Software or the Consultancy Services so that they become non-infringing, or (iii) terminate the right to use the Services, Software or the Consultancy Services, upon which termination the Customer shall, and shall procure that End Users, promptly destroy all copies of the Services, Software or the Consultancy Services and certify the same to Summus Technology Solutions Ltd.

7. 5.7. Summus Technology Solutions Ltd shall have no liability for any Intellectual Property infringement claim to the extent that it is based on (i) the use or combination of the Software with software, hardware or other materials not recommended by Summus Technology Solutions Ltd, provided such infringement would not have arisen but for such use or combination; or (ii) the use of the Software in a manner other than that for which it was designed or contemplated as evidenced by Summus Technology Solutions Ltd documentation; or (iii) any unauthorized modification of the Services, Software or Consultancy Services by any party; or (iv) any compliance with designs, plans or specifications furnished by the Customer. This section states the entire liability of Summus Technology Solutions Ltd, and the Customer's sole and exclusive remedy, with respect to infringement of any Intellectual Property rights, and Summus Technology Solutions Ltd shall have no additional liability with respect to any alleged or proved infringement.

6. PRICE AND PAYMENT

1. 6.1. The Customer shall pay to Summus Technology Solutions Ltd the Price as invoiced.
2. 6.2. Unless otherwise stated in a Service Schedule all valid invoices issued to the Customer shall be payable within 30 days of the date of issue and shall be submitted monthly in arrears. The Customer shall not be permitted to make any deduction from the Price whether in respect of set-off, counterclaim or otherwise.
3. 6.3. The Price, and any additional charges payable hereunder, are exclusive of VAT, customs charges, and duties, which shall be paid by the Customer in the amount and manner prescribed by law.
4. 6.4. Summus Technology Solutions Ltd may charge interest at the rate of 1.5% per month or part thereof from the due date until the date of payment, whether before or after judgement, on any unpaid sum due from the Customer to Summus Technology Solutions Ltd under this Agreement or Service Schedule.
5. 6.5. Without prejudice to any of its other rights Summus Technology Solutions Ltd shall be entitled to suspend its obligations under this Agreement or a Service Schedule for so long as any payment due thereunder remains outstanding.
6. 6.6. Unless otherwise stated in a Service Schedule, invoices shall be issued in accordance with clause, after the Customer has been sent an email from Summus Technology Solutions Ltd stating what Services the invoice(s) relates to (i.e. a "Summary Sheet"), and such email shall be drafted in the following words: - "The enclosed Summary Sheet(s) details the professional services performed by Summus Technology Solutions Ltd for your company/firm. If Summus Technology Solutions Ltd does not receive an email/fax from you detailing any material issues you may have with the professional services within five days from receipt of this email, all such professional services shall be deemed to have been fully accepted by you and an invoice(s) will be raised accordingly."
7. 6.7. By giving the Customer at least 60 days' notice and unless the Agreement states otherwise, Summus Technology Solutions Ltd has the right to adjust its rates and prices with effect from the anniversary of the Service Schedule commencement date.

7. TERMINATION AND SUSPENSION

1. 7.1. Otherwise, then as may be provided in relation to the Services, either party may terminate this Agreement or a Service Schedule by giving no less than 90 days' notice in writing to the other.
2. 7.2. Either party ("Initiating Party") may terminate this Agreement at any time forthwith by notice in writing if:
    1. 7.2.1. the other party (the "Breaching Party") is in material breach of any of its material obligations under this Agreement and (if the breach is capable of remedy) fails to remedy the

breach within 30 days after receipt of notice in writing from the Initiating Party giving particulars of the breach and requiring the Breaching Party to do so.

2. 7.2.2. a resolution is passed, or an order is made for the winding up (or equivalent order in the relevant jurisdiction) of the other party otherwise than for the purposes of a bona fide scheme of solvent amalgamation or reconstruction and in such manner that the entity resulting from the amalgamation or reconstruction effectively agrees to be bound by or assume the obligations imposed on the other party under this Agreement; or

3. 7.2.3. the other party becomes subject to an administration order; a liquidator, receiver, or administrative receiver or similar is appointed over, or an encumbrancer takes possession of, any of the other party's property or assets; the other party enters into an arrangement or composition with its creditors; the other party ceases or threatens to cease to carry on business; the other party becomes insolvent; or the other party ceases to be able to pay its debts as they fall due. 7.3 Summus Technology Solutions Ltd shall be entitled to immediately terminate any licence granted under Clause 5.2 on the occurrence of any of the circumstances detailed in Clauses 7.2.2 and 7.2.3.

3. 7.3. Summus Technology Solutions Ltd may suspend the Services:
    1. 7.3.1. For any reason that would give Summus Technology Solutions Ltd the right to terminate the Agreement, giving at least 10 days' notice
    2. 7.3.2. If required to do so by a third party with relevant statutory authority.
    3. 7.3.3. To deal with any DDOS attack or other malicious attempts to disrupt Summus Technology Solutions Ltd normal operations. Summus Technology Solutions Ltd will give the Customer as much notice as practically possible
    4. 7.3.4. To carry out emergency maintenance
4. 7.4. The Customer will not be entitled to access any Content during a suspension period

8. EFFECTS OF TERMINATION

1. 8.1. Any termination of this Agreement (howsoever occasioned) or a Service Schedule shall not affect any accrued rights or liabilities of either party which have arisen on or before the date this Agreement or a Service Schedule terminates, nor shall it affect the coming into force or continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after such termination.

2. 8.2. Unless terminated pursuant to Clause 7.2, the licence to use the Services/Software contained in Clause 5.4 shall survive any termination of this Agreement.

3. 8.3. The following Clauses shall survive termination of this Agreement: 1, 2, 5,6,8,10,11,16 and 19.

4. 8.4. The Customer is solely responsible for arranging any replacement Services and for backing up all its affected systems and content prior to termination. Within 5 days of termination the Customer shall return any software, licenses and documentations received from Summus Technology Solutions Ltd.

9. ASSIGNMENT AND SUB-CONTRACTING

1. 9.1. Neither party shall be entitled to assign this Agreement nor any Service Schedule to any other party without the other party's express written consent. However, Summus Technology Solutions Ltd shall be entitled to assign this Agreement to any Summus Technology Solutions Ltd Company. The Customer will be informed of any such assignment.

2. 9.2. Summus Technology Solutions Ltd shall be entitled to sub-contract the supply of the Services, Consultancy Services, or the provision of Software Development to any third party that it deems is appropriately skilled to provide the same, although Summus Technology Solutions Ltd shall remain primarily liable to the Customer notwithstanding the use of such subcontractors.

10. CONFIDENTIALITY

1. 10.1. During the term of this Agreement and after the termination or expiry of this Agreement for any reason whatsoever the Receiving Party shall:
    1. 10.1.1. keep the Confidential Information confidential.
    2. 10.1.2. not disclose the Confidential Information to any other person other than with the prior written consent of the Disclosing Party or in accordance with Clauses 10.2, 10.3 and 10.4; and
    3. 10.1.3. not use the Confidential Information for any purpose other than the performance of its obligations under this Agreement.
2. 10.2. During the term of this Agreement the Receiving Party may disclose the Confidential Information to its Recipients to the extent that it is necessary for the purposes of this Agreement.
3. 10.3. The Receiving Party shall use all reasonable endeavours to ensure that each Recipient is made aware of and complies with all the Receiving Party's obligations of confidentiality under this Agreement as if the Recipient were a party hereto.

10.4. The obligations contained in Clauses 10.1 to 10.3 shall not apply to any Confidential Information which:

1. 10.4.1. is at the date of this Agreement in, or at any time after the date of this Agreement comes into, the public domain other than through a breach of this Agreement by the Receiving Party or any Recipient.
2. 10.4.2. can be shown by the Receiving Party to the satisfaction of the Disclosing Party to have been known to the Receiving Party prior to it being disclosed by the Disclosing Party to the Receiving Party.
3. 10.4.3. subsequently comes lawfully into the possession of the Receiving Party from a third party; or
4. 10.4.4. is otherwise disclosed through process of law.

10.5. No public announcements concerning the existence or contents of this Agreement shall be made by either party without the prior written consent of the other party.

11. LIABILITIES AND INDEMNITIES

1. 11.1. Neither party shall, nor shall they purport to, exclude, or restrict liability for death or personal injury resulting from the negligence of that party or its employees, servants or agents acting in the course of their employment.
2. 11.2. Save as expressly set out herein, all conditions, warranties and obligations which may be implied or incorporated into this Agreement by statute, common law, or otherwise, including those in respect of satisfactory quality and fitness for purpose, and any liabilities arising therefrom, are hereby excluded.
3. 11.3. Other than in respect of Clause 11.1, neither party shall in any circumstances be liable to the other for loss of profits, business, or contracts or any other indirect or consequential loss caused in any way by some act, omission, or misrepresentation (excluding any fraudulent or negligent misrepresentation) committed in connection with this Agreement (whether arising from negligence, breach of contract or howsoever), even if such loss was reasonably foreseeable or if one party had advised the other of the possibility of such loss.

4. 11.4. Other than in respect of Clause 11.1, the total aggregate liability of one party to the other from any cause relating to or arising out of this Agreement, regardless of the form of action whether in contract, tort or otherwise, will not, in respect of the Services, Consultancy Services and/or Software Development or the resulting Software shall not exceed the Price paid by the Customer.
5. 11.5. Other than in respect of Clause 11.1, neither party shall have any liability to the other in any respect unless it shall have served notice of the same on the other party within 12 months of the date on which it became aware of the circumstances giving rise to any such claim or the date when it ought reasonably to have become so aware.
6. 11.6. Each provision of this Clause 11, limiting or excluding liability, operates separately and shall survive independently of the other provisions and the invalidity, illegality or unenforceability of any

provision of this Clause 11 shall not affect or impact the continuation in force of the remainder of this Agreement.

12. WARRANTIES

1. 12.1. Summus Technology Solutions Ltd warrants that:
    1. 12.1.1. it will carry out all aspects of the Services, Consultancy Services and any Software Development with reasonable skill and care and to generally accepted industry standards;
    2. 12.1.2. the Services, Consultancy Services or Software will, for a period of 30 days from the date of acceptance, conform to, and operate in accordance with any specification provided by Summus Technology Solutions Ltd;
    3. 12.1.3. it has the right and authority to enter into this Agreement.
2. 12.2. The Customer's sole remedy in relation to any breach of any of the above warranties during the warranty period (i.e. 30 days from the date of Acceptance) shall be that Summus Technology Solutions Ltd shall perform, at its sole expense, all rectification services necessary to render the Services, Consultancy Services or Software compliant with the above warranties.
3. 12.3. Except as expressly set out in this Agreement (as amended by any Service Schedule), all conditions, warranties, representations, terms and undertakings including any and all implied warranties or conditions of satisfactory quality or fitness or suitability for any purpose (whether or not the warranting party knows, has reason to know, has been advised or is otherwise aware of such purpose) which could otherwise be incorporated into this Contract by way of statute, common law or otherwise are hereby excluded to the maximum extent permissible by law.

13. VARIATIONS

1. 13.1. Customer shall be entitled at any time prior to completion of the Services, Consultancy Services or Software to request that Summus Technology Solutions Ltd modify any aspect of the scope of such Services, Consultancy Services or Software.
2. 13.2. Customer shall provide Summus Technology Solutions Ltd with full particulars of any requested modification and such further information as Summus Technology Solutions Ltd may reasonably require. Within 14 days of receipt of such request Summus Technology Solutions Ltd shall inform Customer in writing of the alterations to any timeframe that may have been agreed for completion of the Services, Consultancy Services or Software Development (if any) and any additional prices payable to implement such modification.

For the avoidance of doubt, the Price originally payable for the Services, Consultancy Services or Software Development Customer shall not be reduced because of a request for modification.

13.3. If the Customer elects to proceed with such modification then the timeframe and prices payable shall be amended as indicated by Summus Technology Solutions Ltd pursuant to Clause 13.2 above and accepted by the Customer in writing.

14. PERSONNEL

14.1. Summus Technology Solutions Ltd shall use all its reasonable endeavours to avoid replacing the personnel assigned to perform the Services or Software Development during the currency of the Service

Schedule. However, in the event of replacement being necessary or desirable, Summus Technology Solutions Ltd shall replace such personnel with personnel of commensurate skill and expertise. Nothing in this clause shall relieve Summus Technology Solutions Ltd of any of its obligations or its responsibilities for any acts or omissions of its personnel under this Agreement.

15. FORCE MEASURE

1. 15.1. Save for the obligations in Clauses 3 and 6, neither party shall be liable for failure to perform its obligations under this Agreement if such failure results from circumstances beyond that party's reasonable control including but not limited to strikes, lock-outs, labour disputes, acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood or storm ("Event of Force Majeure").
2. 15.2. Each of the parties hereto agrees to give notice forthwith to the other upon becoming aware of an Event of Force Majeure, such notice to contain details of the circumstances giving rise to the Event of Force Majeure.

16. NON-SOLICITATION

1. 16.1. During the term of this Agreement and, should the Agreement terminate, for a period of 6 months from the date of the last Order, neither party will employ or solicit for employment any member of the other's then current personnel connected with the performance of this Agreement. This does not apply to unsolicited approaches initiated by such personnel or responses to any public recruitment campaign.
2. 16.2. In respect of any breach by either party of Clause 16.1, both parties understand and agree that damages would be an inadequate remedy and further acknowledge the right of the aggrieved party to be entitled to injunctive relief.

17. GENERAL

1. 17.1. No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties by a duly

    authorized officer of each of the parties.

2. 17.2. The failure to exercise or delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies and no single or partial exercise of any right or remedy under this Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy. The rights and remedies contained in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.