

## INSPIRED TESTING

### STANDARD TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES (UK)

By signing the proposal to which these Standard Terms and Conditions relate, the Client acknowledges that it has been made aware of and agrees to abide by these Standard Terms and Conditions.

#### 1. DEFINITIONS AND INTERPRETATION

- a) For the purposes of these Standard Terms and Conditions, the following words shall have the following meanings meanings and cognate expressions shall bear corresponding meanings, unless otherwise required by the context in which they are used herein:

**"Agreement"** means a signed and executed contract between Inspired Testing and a Client which incorporates these Standard Terms and Conditions;

**"Assumptions"** means any project factors that are considered to be true, real, or certain without empirical proof or demonstration;

**"Charges"** means those charges payable by the Client to Inspired Testing in consideration for rendering the Services as set out in the Agreement or as otherwise agreed in writing between Inspired Testing and the Client;

**"Client"** means the Party who, in terms of the Agreement, is authorised to obtain the Services;

**"Client Default"** means when Inspired Testing's performance of any Services is prevented or delayed as a result of an act or omission by the Client and/or as a result of any Assumptions listed in the applicable **Statement of Work (SOW)** being incorrect

**"Confidential Information"** means any technical, commercial, scientific, marketing or business information, any documentation, know-how, trade secrets, marketing strategies, processes, machinery, designs, technical specifications, development plans, concepts and ideas, financial information, customer information or records, business plans, customer and vendor lists, products, analysis, test results, descriptions, drawings, computer software, programming, hardware configurations, systems, materials and/or data and all other information of any kind or nature, proprietary to or a trade secret of a party; whether in written, oral, magnetic, machine-readable or other format;

**"Data Protection Laws"** means all laws and regulations in the United Kingdom, including the Data Protection Act 2018 and the Retained Regulation (EU) 2016/679 ("**UK GDPR**"), applicable to the processing of Personal Data under this Agreement;

**"Deliverables"** means all deliverables, models, schedules, programmes, test results, reports, plans, analyses, recommendations, processes, documentation, work product, information, software, outputs, and the like for which Inspired Testing is responsible to deliver in tangible format to the Client as part of the Services, depending on the nature of the Services.

**"Inspired Testing"** means the Party who, in terms of the Agreement, is authorised to provide the Services to the Client;  
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**“Inspired Testing Consultants” or “Consultants”** means the Test Subject Matter Experts employed by Inspired Testing involved in providing the Services to the Client;

**“Parties”** means collectively the Client and Inspired Testing, and **“Party”** refers to either one as the context requires;

**“Services”** includes the services, tasks and obligations to be fulfilled by Inspired Testing as more fully described in the SOW or otherwise provided by Inspired Testing to the Client pursuant to the Agreement;

**“Statement of Work” or “SOW”** means a document pursuant to the Agreement which contains the detail relevant to each service to be rendered;

**“Third Party”** means any party other than the Parties to this agreement and their personnel

- b) In these Standard Terms and Conditions: the headings are for convenience and shall not affect the interpretation; the masculine includes the feminine and the neuter and the singular includes the plural and vice versa; and references to **including** and **include(s)** shall be deemed to mean respectively **including without limitation** and **include(s) without limitation**.
- c) Terms not defined in clause 1.a) above of these Standard Terms and Conditions should be defined in accordance with the ordinary meaning of the words, taking into account the context within which they arise.
- d) The Agreement shall be binding on and enforceable by, and reference to any Party herein shall be deemed to include, such Party’s estates, executors, administrators, trustees, permitted assigns, liquidators, curators, or other legal representatives of the Parties as fully and effectually as if they had signed the Agreement in the first instance.
- e) Any communication which is required to be “in writing” shall include a communication which is written or produced by any substitute for writing or which is partly written and partly so produced, and shall include printing, typewriting, lithography, facsimile or electronic mail or any form of electronic communication or other process or partly one and partly another.
- f) Unless expressly agreed otherwise, if there is any ambiguity between the provisions set out in these Standard Terms and Conditions as against those contained in any of the other documents of the Agreement in question, including any Change Control Documents completed pursuant to the Agreement, these Standard Terms and Conditions shall take precedence.

## 2. PRICING

- a) All prices are in GBP (£) and exclusive of VAT and any in country taxes such as withholding tax.
- b) The pricing is based on the requirements stated by the Client and collected documents to date. Should the requirements change, the pricing and duration may be affected.
- c) Price increases will be dealt with on a case-by-case basis and agreed to by the parties, as detailed more specifically in any relevant SOW.

## 3. PAYMENT TERMS

- a) The Client shall be liable for and shall pay the Charges set out in the Agreement (as amended by any Change Control Document or other relevant agreement between the parties), as well as any authorised

travel, subsistence and materials expenses and any other Charges as agreed between the parties, as invoiced to the Client by Inspired Testing on a monthly basis..

- b) Invoices are due within 30 days of presentation and/or payment terms that are currently in place with Inspired Testing. In the event of late payment, the amount outstanding shall bear interest, compounded monthly from the due date to date of payment, at a rate per annum equal to the Bank Rate.
- c) Without prejudice to any right which Inspired Testing may have to payment including in law or in terms of this Agreement, the Client may, within 48 hours of receipt thereof, query an invoice in writing and with detailed reasons. If no query is raised within that time-frame, the Client will be deemed to have approved that invoice, and payment thereof shall be due and payable in accordance with the provisions of this Agreement.
- d) Should payment not be received within a period of thirty (30) days from the date the invoice is due and payable, Inspired Testing may discontinue the Services to the Client after having given the Client seven (7) days written notice. In the event of discontinuation of the Services in these circumstances, Inspired Testing will recommence rendering the Services as soon as possible following payment in full of all outstanding amounts plus interest thereon.
- e) Change requests will be billed for separately against approved change request signoffs and will be delivered against revised or independent delivery dates.
- f) Unless agreed otherwise, payments for fixed price work are due as per above invoice payment terms. Payments for time and materials work are invoiced monthly in arrears. The Client expressly agrees that payments are to be based on time and materials supplied and not on value or perceived value supplied to the Client by Inspired Testing.
- g) The Inspired Testing automation framework, where implemented in Client projects, is available free on long term engagements (6 months or longer). In cases where the framework is deployed for shorter term engagements, a fee for the framework is applicable and to be agreed with Inspired Testing. In cases where the framework is not deployed to Client premises, no additional costs are applicable.

### 3.1 PAYMENT INFORMATION (UK)

|                              |                                                                                           |                        |
|------------------------------|-------------------------------------------------------------------------------------------|------------------------|
| Company and account name     | Inspired Testing Limited                                                                  |                        |
| Registration and VAT number  | 10141744                                                                                  | 257222414              |
| Registered address           | C/- Sable International, 13th Floor, One Croydon, 12-16 Addiscombe Road, Croydon, CR0 0XT |                        |
| Bank name and branch         | Royal Bank of Scotland                                                                    | Drummond House (AT)    |
| Account number and sort code | 10862617                                                                                  | 162448                 |
| BIC and IBAN                 | RBOSGB2L                                                                                  | GB49RBOS16244810862617 |
| Finance contact email        | <a href="mailto:finance@inspiredtesting.com">finance@inspiredtesting.com</a>              |                        |
| Reference                    | Invoice number / Project name or PO Number                                                |                        |

#### **4. EXCLUDED COSTS**

The following costs shall be for the Client's account and reimbursable to Inspired Testing where applicable:

- a) Test data management and database administration unless included in the Agreement.
- b) Test environment management unless included in the Agreement.
- c) Integration work with legacy systems not detailed in the Agreement.
- d) Commercial testing tools including performance licenses and automation tools.
- e) Travel, accommodation, and subsistence costs. All travel for Inspired Testing Consultants is to be authorised by the Client before booking of flights, accommodation etc.
- f) Extraordinary training. Although Inspired Testing will ensure its Consultants remain appropriately skilled and execute a relevant training plan for each Inspired Testing Consultant, training specific to the Client or requested by the Client outside of the agreed training plan for Inspired Testing Consultants, will be for the Client's account.

#### **5. WORK LOCATION AND HOURS**

- a) All delivery will be done from the UK or South Africa, either onsite or remote.
- b) The exact working hours shall be agreed between the Inspired Testing Consultant and the relevant Client, but a minimum of 8 productive hours per day shall be worked by the Inspired Testing Consultant unless agreed otherwise by both Parties.
- c) Inspired Testing Consultants may be required to attend internal training and staff meetings. Inspired Testing will notify the Client of such meetings in advance. The cost of such internal meetings is not chargeable to the Client.
- d) Any leave requests need to be approved by the Client prior to Inspired Testing's approval.

#### **6. RESOURCING**

- a) Unless specifically stated otherwise, Inspired Testing may require up to 30 days' lead time from sign-off for the project to commence, with the start date to be agreed between the parties.
- b) No work will commence unless the Agreement incorporating these Standard Terms and Conditions has been signed and executed by the Client and Inspired Testing.
- c) Inspired Testing reserves the right to appoint the Consultants to a project and will ensure its Consultants are adequately qualified and trained to meet the solution criteria and Client expectations.
- d) Inspired Testing reserves the right to make resource allocation adjustments independently without reporting or Client consent in order to meet specified milestones. Project Deliverables and timelines should not be impacted.
- e) The Client will approve any timesheets captured on its systems by Inspired Testing Consultants and submit those timesheets to Inspired Testing by the 2<sup>nd</sup> working day of the month following the month that the timesheets refer to.
- f) The proposed timing makes provision for all United Kingdom bank holidays, and any work required on a bank holiday will be charged at the appropriate legislative overtime rate.
- g) Inspired Testing closes annually between Christmas and New Year (both days included).

## **7. INTELLECTUAL PROPERTY RIGHTS AND THIRD-PARTY SOFTWARE COMPONENTS**

- a) All material (software, code, and documentation) produced specifically for the Client as part of the project will be wholly owned by the Client only once all payments due to Inspired Testing have been received in full.
- b) Should the project require the use of a Third-Party software component the Third-Party licensing and support cost will be for the Client's account. Such Third-Party software is first to be approved by the Client.
- c) Inspired Testing makes use of software components developed by Inspired Testing to speed up the development process for common tasks and common business processes for multiple clients. Inspired Testing may use one or more of these components to develop software for a client and provide the relevant software components to clients royalty free and with source code, unless agreed otherwise. These components remain wholly owned by Inspired Testing, but clients may modify these components for their own use. These rights are transferable by the client to another entity when a client transfers ownership of software that uses Inspired Testing components.
- d) The Inspired Testing components may not be sold as stand-alone components. Unless specified otherwise, these components are provided at no additional charge and without maintenance and support from Inspired Testing, unless negotiated as part of a software maintenance and support service from Inspired Testing. Clients may request Inspired Testing not to use such components, in which case additional costs and project delivery time may be required.

## **8. CLIENT'S GENERAL OBLIGATIONS**

The Client acknowledges that Inspired Testing's ability to fulfil its obligations in relation to the performance of the Services, is dependent upon the Client's timely co-operation with Inspired Testing, as well as the accuracy and completeness of any information and data that the Client provides to Inspired Testing. Accordingly, the Client shall (and where applicable, shall procure that its personnel shall):

- a) co-operate with Inspired Testing in all matters relating to the provision of the Services;
- b) adhere to the acceptance, approval and sign-off time-frames stipulated in the Agreement;
- c) inform Inspired Testing in writing from time to time of any circumstances within its knowledge that could impact the performance of the Services;
- d) be responsible for the correctness of any information that it supplies in support of the Services. This includes ensuring that:
  - i. any information and documentation provided is accurate, complete (in all material respects) and up-to-date;
  - ii. any Assumptions (as set out in the Agreement) are accurate; and
  - iii. there is no reason known or which should reasonably be known to the Client why the agreed approach (as set out in the Agreement) is not feasible;
- e) provide Inspired Testing and Inspired Testing's personnel with written information relating to the health and safety requirements in respect of its premises, along with any other of its policies and procedures which may be applicable in respect of the provision of the Services;
- f) ensure that any Client equipment required for use by Inspired Testing's Consultants in the provision of the Services is in good working order and suitable for use in connection with the Services;

- g) provide Inspired Testing's personnel in a timely manner with access to such Client premises (which premises shall comply with all health and safety requirements required at law), office facilities, computer time, office services, systems, networks, software, archives, plans, programmes as well as any other information and/or any other documentation as may be reasonably required by Inspired Testing to enable Inspired Testing to perform its obligations under the Agreement; and
- h) obtain and maintain all necessary licences and consents and ensure that it has obtained all necessary authorities, consents and/or approvals which may be required in order to provide Inspired Testing and Inspired Testing's Consultants with the access, data and information necessary to provide the Services.

## **9. CLIENT DEFAULT**

- a) The Client may fail to fulfil its obligations within agreed time-frames in terms of the Agreement. In this event, Inspired Testing will attempt to reschedule the project in such a way as to negate the impact of the failure of the Client to meet its obligations, and all changes to the schedule, completion dates and/or Charges resulting from arrangements made in terms of this clause shall be at Inspired Testing's sole discretion and shall be processed pursuant to the Change Control procedure set out in clause 12 of these Standard Terms and Conditions.
- a) If Inspired Testing is unable to reschedule the project resources in such a way to enable it to fulfil its obligations and responsibilities, a Client Default will be deemed to have occurred, and:
  - i. Inspired Testing shall without limiting its other rights or remedies have the right to suspend performance of the Services or reallocate resources otherwise reserved for the performance of the relevant SOW until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations to the Client to the extent that the Client Default prevents or delays Inspired Testing's performance of any of the Services;
  - ii. Inspired Testing shall not be liable for any costs or losses sustained or incurred by the Client (or any other Third Party) arising directly or indirectly from Inspired Testing's failure or delay, resulting from the Client Default, in performing any Services; and
  - iii. The Client shall reimburse Inspired Testing on written demand for any costs or losses sustained or incurred by Inspired Testing arising from the Client Default.

## **10. ACCESS TO CLIENT PERSONNEL**

- a) The Client needs to appoint one or more points of contact for this assignment. They will be responsible for liaising with Inspired Testing and its personnel, providing access to the required information, systems, and people at the Client.
- b) Inspired Testing and its personnel require access to the Client technical personnel for technical input, training, UAT, roll-out of the system and on-going support of the system (if relevant).
- c) The Client will ensure that Inspired Testing and its personnel have suitable access to key Client personnel, thereby enabling Inspired Testing to efficiently execute the required activities.

#### **11. REVIEW OF DELIVERABLES**

- a) The Client will review (and if applicable reject in writing with reasons) Inspired Testing Deliverables whether interim or final, as required, within five (5) working days of their completion as notified by Inspired Testing to the Client.
- b) Should the Client fail to review a Deliverable and communicate acceptance or rejection within the time period prescribed in a) above, the Deliverable concerned will be regarded as complete and as having been accepted by the Client.
- c) Should the Client reject a Deliverable and not make a genuine attempt to resolve their issues with the Deliverable within five (5) working days of the rejection, the Deliverable will be regarded as complete and as having been accepted by the Client.

#### **12. CHANGE CONTROL**

- a) Where Inspired Testing or the Client reasonably see a need to change the provisions of any SOW, either Party may at any time request such change in accordance with this clause (**Change**).
- b) Inspired Testing and the Client shall discuss the Change proposed as soon as reasonably practicable (including the impact on the Services, timetable, and Deliverables). If agreement is reached, Inspired Testing shall provide a draft Change Control Document (which sets out any knock-on effects).
- c) If the Parties agree to the Change proposed, they shall sign or electronically authenticate the Change Control Document and the SOW shall be deemed to have been varied in accordance with the details set out therein.
- d) Each completed and signed Change Control Document shall be an amendment subject to these Standard Terms and Conditions and shall be incorporated into the Agreement as such.

#### **13. NATURE OF RELATIONSHIP**

The Parties hereby agree and confirm that the relationship envisaged by them and created by the Agreement is not one of employment or of agency or of partnership of any sort. Specifically, nothing in the Agreement shall create an employer-employee relationship between the Client and any Inspired Testing Consultant provided to the Client by Inspired Testing.

#### **14. NON-SOLICITATION**

Neither Party shall, during the existence of the Agreement and for a period of twelve (12) months from termination date thereof, without prior written agreement of the other Party:

- a) Solicit to employ, induce, or procure any employee of the other Party, or any of the consultants or employees of either Party whom the Parties became aware of as a result of this engagement, to terminate his/her employment of contract with the other Party, and/or to become employed, or associated with it or any concern in which it has an involvement, whether directly or indirectly through any Third Party.
- b) Furnish any information or advice to any employee then employed by the other Party or its successors or to any prospective employer of such employee or use any other means which are directly or

indirectly designed, or in the ordinary course of events calculated, to result in any such employee terminating his/her employment with his/her employer.

- c) Should either Party choose to employ an employee of the other without written consent a fee of 40% of the annual total cost to company offered to the employee will be immediately payable.
- d) Should it be arranged and agreed between the Parties that an Inspired Testing Consultant become a permanent employee of the Client, a placement fee of 25% of the annual total cost to company offered to the employee will be immediately payable by the Client to Inspired Testing.

## **15. THIRD-PARTY SERVICES**

- a) Inspired Testing shall have the right to hire Third Parties to provide all or part of any Service required in terms of the Agreement, provided that the provision of such Services is consistent with the practice applied by Inspired Testing from time to time within its own organisation.
- b) Not all Third-Party Services will be expressly identified as being provided by a Third Party.
- c) Inspired Testing reserves the right to, at any time, change the Third Party providing the services, which right shall be exercised at Inspired Testing's sole discretion.
- d) Inspired Testing shall take all reasonable care to ensure that any Services provided by a Third Party are provided in accordance with the provisions of the Agreement.

## **16. INDEMNITY**

Each Party will indemnify, defend and hold the other Party harmless from and against any and all liabilities relating to any third-party claims arising from or in connection with a breach of its obligations or representations or warranties under the Agreement, and shall do all things necessary to protect and keep the other Party harmless against all such liabilities.

## **17. LIMITATION OF LIABILITY**

- a) Nothing in the Agreement shall limit or exclude Inspired Testing's liability for:
  - i. death or personal injury caused by the negligence of Inspired Testing or its personnel;
  - ii. fraud or fraudulent misrepresentation; or
  - iii. any liability which may not be limited under the governing law.
- b) The aggregate liability (whether in contract, tort (including negligence), breach of statutory duty or any other right of action) of Inspired Testing in respect of any loss or damage suffered by the Client in connection with the provision of the Services, shall not exceed an amount equal to 100% of the higher of the total Charges invoiced to or paid by the Client and the Client shall act at all times to mitigate any such loss or damage.
- c) As part of the Services from time to time, Inspired Testing and/or its personnel may recommend various Third-Party software tools or other products. Inspired Testing is not liable for any such Third-Party tools or services and excludes such liability to the fullest extent permitted at law.
- d) Inspired Testing shall not be liable in contract, tort, or in relation to breach of statutory duty or any other right of action for the following losses:
  - i. any economic losses, including loss of revenues, profits, contracts, goodwill, reputation, business, use of money or anticipated savings;

- ii. loss of, damage to or corruption or destruction of data (subject always to any obligations expressly assumed by Inspired Testing under the terms of a data processing agreement) or other information belonging to the Client or any other Third Party;
  - iii. loss of or damage to software;
  - iv. loss of use or downtime;
  - v. infection of or damage or interference caused to any computer operating systems or programs (or part thereof);
  - vi. damages relating to the procurement by the Client of any substitute services;
  - vii. loss or damage suffered by the Client as a result of an action brought against the Client by a Third Party; and/or
  - viii. any special, incidental, indirect or consequential losses (whether or not such loss or damage is of the type specified in clauses (a) to (f) above);
- regardless of whether any such losses were foreseeable and/or Inspired Testing had been advised of the possibility of the Client incurring such losses.
- e) Inspired Testing shall not be responsible for any failure or delay in performing its obligations to the extent that such failures or delays are caused by any:
    - i. inaccuracies or omissions in specifications; or information supplied or not supplied by the Client; or
    - ii. acts or omissions of the Client or a Third Party (other than Inspired Testing's Consultants).
  - f) Each provision of this clause 17 shall be construed separately and shall continue and survive even if for any reason one or other of these provisions is held invalid or unenforceable in any circumstances.
  - g) Inspired Testing has calculated the Charges on the basis of the exclusions from and limitations of liability contained in the Agreement. The Client expressly agrees these exclusions and limitations of liability are reasonable and are reflected in the Charges which would be higher without these provisions.

## 18. EARLY TERMINATION

- a) If either party wishes to terminate the Agreement prior to the agreed end date thereof, a thirty (30) days' notice period, via email, will be applicable to terminate the Agreement. The reasons for terminating the Agreement must be clearly stated in the email.
- a) Should either Party:
  - i. Be liquidated, whether provisionally or finally and whether compulsorily or voluntarily;
  - ii. Commit any act which if committed by a natural person would constitute an act of insolvency as contemplated in the Insolvency Act;
  - iii. Have a judgement taken against it which judgement is not satisfied or rescinded within 30 (thirty) days of the granting of such judgement;
  - iv. Attempt to enter or enters into any form of compromise with any of its creditors;
  - v. Take steps to deregister itself or is deregistered;
  - vi. Cease to carry on business in the normal and regular manner;

Then, and in any of those events, the other Party shall be entitled, without prejudice to its other rights in law (but subject to the provisions of the Agreement), to terminate the Agreement with immediate

effect or to claim immediate specific performance of the defaulting Party's obligations under the Agreement whether or not otherwise due for performance.

**19. TERM, TERMINATION AND RENEWAL**

- a) This Agreement will continue for a period of 3 years, after which it will renew automatically for 1-year periods unless terminated in accordance with the provisions contained herein.
- b) On termination of the Agreement or any SOWs, for any reason whatsoever, all amounts due to Inspired Testing for any agreed Services rendered prior to termination shall become payable and payment may not be withheld for any reason. Inspired Testing will immediately issue invoices for any such amounts not previously invoiced.
- c) The Agreement may be renewed by agreement between the parties.
- d) Where by their actions it is clear that this is the intention of the Parties, the Agreement shall automatically renew and continue on a month-to-month basis upon the expiration of the Initial Term or any subsequent renewed term unless terminated by either party according to the provisions of the Agreement.

**20. BREACH**

If any Party breaches the Agreement, the other Party will give the former written notice of the breach and afford the breaching Party fourteen (14) days to remedy the breach. Where the breach is not remedied, the Party prejudiced by the breach may, without prejudice to its other rights in law (including but not limited to its right to claim damages), cancel the Agreement with immediate effect.

**21. FORCE MAJEURE**

- a) Neither Party shall have any liability under or be deemed to be in breach of its obligations hereunder for any delays or failures in performance of such obligations which result from circumstances beyond the reasonable control of that Party.
- b) The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so and shall act at all times to mitigate any loss or damage caused by the circumstances. If such circumstances continue for a continuous period of more than 3 months, either Party may terminate the Agreement by written notice to the other Party.

**22. CONFIDENTIALITY**

- a) Each Party acknowledges that the unauthorised disclosure of another Party's Confidential Information may give rise to substantial damage to the other Party.
- b) A Party shall not disclose such Confidential Information in any form or manner whatsoever, to any Third Party without the prior written consent of the other Party and shall only use such Information for the purpose that it was disclosed and in accordance with the provisions of the Agreement.
- c) The Client and Inspired Testing have entered into a separate Non-Disclosure Agreement ("NDA") for the purposes of the Agreement and both Parties, their group and associated companies shall be irrevocably bound by the terms of this NDA.

## 23. DATA PROTECTION

- a) Each Party warrants to the other that in relation to the Agreement, it shall comply strictly with all requirements of the applicable Data Protection Laws. This clause 23 is in addition to, and does not relieve, remove, or replace, a Party's obligations or rights under the applicable Data Protection Laws.
- b) The Client shall be responsible for ensuring it is lawfully entitled to transfer any Personal Data to Inspired Testing as required for the duration and purposes of the Agreement and any relevant SOW.
- c) Where any Personal Data (as such term is defined in the GDPR) pertaining to one Party and/or its personnel is provided to the other Party, then such Party shall ensure that an adequate level of protection is in place and for that purpose, take appropriate technical, physical and organisational security measures designed to protect against unauthorised access, or unlawful processing of the same and against accidental or unlawful destruction, or loss, or damage to the same and shall process such personal data and/or sensitive personal data or information only in connection with the performance of the Agreement.
- d) Each Party warrants that it has all appropriate technical and organisational measures in place to ensure and protect any Personal Data accessed or processed by such Party, against unauthorised or unlawful processing/loss, destruction, or damage to Personal Data. Each Party shall take all reasonable steps to ensure the reliability of its personnel who will have access to Personal Data processed as part of the Services.
- e) Each Party shall only act on the written instructions of the other Party as the case may be in relation to the processing of any Personal Data provided to it by the other Party and shall upon request by such Party promptly return all such Personal Data to the other Party as the case may be, or if so requested by the other Party, destroy such data and certify in writing to that Party that it has done so.
- f) Each Party shall monitor its compliance with this Data Protection undertaking and shall immediately or as soon as is reasonably possible inform the other Party in the event that it becomes aware of any breach relating thereto by either Party or its personnel.
- g) The Parties acknowledge that where the Services require Inspired Testing to process Personal Data (as such term is defined in the GDPR) for or on behalf of the Client and where the Client has agreed to provide Inspired Testing with access to the Personal Data the Client is, and shall at all times remain, the Data Controller (as such term is defined in the GDPR) and Inspired Testing is, and shall at all times remain, the Data Processor (as such term is defined in the GDPR).
- h) All Personal Data (as such term is defined in the GDPR) of the Client will remain on the Client site and will be accessed via a secure connection of the Client's instigation.
- i) The Client will be responsible for the obfuscation of all Personal Data on the Client's various test environments.
- j) Inspired Testing may not appoint any sub-processor or provide Personal Data to any Third Party without the Client's prior written consent.

## 24. GENERAL

- a) No Party may assign, cede, delegate, or transfer its rights or obligations under the Agreement without the prior written consent of the other Party.
- b) All provisions in the Agreement and any SOWs are, notwithstanding the manner in which they have been put together or linked grammatically, severable from each other.
- c) No relaxation, extension of time, latitude or indulgence which any Party ("the Grantor") may show, grant or allow to the other ("the Grantee") shall in any way constitute a waiver by the Grantor of any of the Grantor's rights in terms of the Agreement and any SOWs and the Grantor shall not be prejudiced thereby or stopped from exercising any of its rights against the Grantee which may have then already arisen or which may arise thereafter, unless in writing and duly signed by or on behalf of the Parties.
- d) The Agreement may be signed in counterparts hereto and the individual signed versions thereof shall together constitute the agreement between the Parties.

## 25. AMENDMENTS

- a) Should the need arise, the terms of the Agreement may be amended by agreement between the Parties.
- b) Any amendment to the terms of the Agreement shall be agreed to in writing and signed by duly authorised representatives of both Parties. The expression "amendment" includes any variation, amendment, supplement, deletion, or replacement of any of the terms of the Agreement, however effected.
- c) Upon amendment, save for the amendments agreed to by the Parties, the remainder of the Agreement will remain in force.
- d) Amendments to the Agreement shall not unduly put either Party in a worse position, with respect to the Agreement, than they would have been in had the amendments not been effected.

## 26. DISPUTE RESOLUTION

- a) Any dispute arising from or in connection with the Agreement or the termination thereof shall in the first instance be referred to the respective Chief Executive Officers (CEOs) of the Parties to the dispute, failing whom, their respective equivalents or nominees. Should the CEOs be unable to resolve the dispute within ten (10) days after the referral of the dispute to them, the dispute shall, at the request of either Party, be referred to mediation. Should the dispute fail to be resolved by mediation it may, at the request of either Party, be referred to arbitration.
- b) The arbitration shall be held in the United Kingdom in London and in accordance with the formalities and procedures determined by an arbitrator as agreed on by the Parties, and may be held in an informal and summary manner, on the basis that it shall not be necessary to observe or carry out the usual formalities or procedures, pleadings and discovery or the strict rules of evidence, it being the intention that the arbitration shall be held and completed within thirty (30) business days after it has been requested.
- c) The provisions of this clause:
  - i. shall not preclude any Party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the mediation.

- ii. constitute an irrevocable consent by the Parties to any proceedings in terms hereof and no Party shall be entitled to withdraw therefrom or claim at any such proceedings that it is not bound by those provisions; and
- iii. are severable from the rest of the Agreement and shall remain in effect despite the termination of or invalidity for any reason of the Agreement.
- d) The Agreement shall be governed and implemented in accordance with the laws of England and Wales.
- e) In the event that legal proceedings are instituted pursuant to a dispute under the Agreement arising which cannot be resolved using the mechanisms provided for in clauses 25.a) and b) above, or if the Parties wish to have an arbitration award made an order of court, the Parties consent to the jurisdiction of the courts of England.
- f) All costs, charges and expenses of any nature whatever which may be incurred by a Party in enforcing its rights in terms of the Agreement, including legal, irrespective of whether any action has been instituted, shall be recoverable from the Party against which such rights are successfully enforced on an indemnity basis.

## **27. NOTICES**

- a) The Parties choose their registered addresses and the email addresses of the signatories to this agreement for the purpose of the giving of any notice, the serving of any process or for any other purpose arising from the Agreement.
- b) Each Party shall be entitled from time-to-time, by written notice to the other, to vary its addresses listed in clause a) above to any other physical address and/or email address within the same country.
- c) Any notice to be given under the Agreement shall be in writing and shall be sent by either first-class mail or airmail, and in both cases confirmed via e-mail, to the address of the relevant Party as set out in clause a) above or such other address as that Party may from time to time notify to the other Party in accordance with clause b) above.
- d) Notices sent as above shall be deemed to have been received 3 days after the day of posting (in the case of inland first-class mail), or five (5) days after the date of posting (in the case of airmail), or the next working day after sending (in the case of e-mail).
- e) In proving the giving of a notice, it shall be sufficient to prove either that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and despatched and despatch of the transmission was confirmed and/or acknowledged.