

SUPPLY OF IT CONSULTANCY SERVICES - TERMS AND CONDITIONS

1. DEFINITIONS and INTERPRETATION

1.1. In these terms and conditions and any (agreement specifically referring to or incorporating them), the following terms shall have the following meanings and the interpretation rules in clauses 1.2 to 1.5 below shall apply:

"Agreement" means an agreement consisting of: (i) the Framework Agreement, duly signed on behalf of both parties; (ii) these terms and conditions (iii) a Statement of Work duly signed on behalf of both parties (iii) any separate agreements relating to services to be provided by Quorum to the Customer signed between the parties and incorporating these terms and conditions;

"Applicable Laws" means the laws of Scotland and England and Wales and any other laws or regulations and any legally binding regulations which apply or relate to the provision of the Services;

"Best industry Practice" means the standards which would be reasonably expected of a skilled professional in the relevant industry for the provision of comparable services which are substantially similar to the Services or the relevant part of them, having regard to factors such as the nature and size of the parties, the service levels, the duration, the pricing structure and any other relevant factors;

"Business Day" means a day, other than a Saturday, Sunday or the following dates; 25 December, 26 December, 1 January and 2 January of each year except where the dates fall on a Saturday or Sunday in which case the equivalent public holiday in Scotland will apply

"Costs" means all charges, Expenses and any other costs payable under the Agreement, as set out in the Statement of Work;

"Commencement Date" means the date identified as such in the Statement of Work (or if later the date on which provision of the Service is scheduled to commence);

"Confidential Information" means any information, however conveyed or presented, that relates to the business, affairs, operations, clients, customers, processes, budgets, pricing policies, product information, precedents and styles, strategies, developments, trade secrets, know-how, personnel and suppliers of the disclosing party, together with all information derived by the receiving party from any such information and any other information clearly designated by a party as being confidential to it (whether or not it is marked "confidential"), or which ought reasonably to be considered to be confidential and including, in the case of the Customer, the Customer's Data;

"Consents" means all permissions, consents, approvals, certificates, permits, licences, agreements and authorities (whether statutory, regulatory, contractual or otherwise) necessary for the provision of the Services;

"Controller, Processor, Data Subject, and Personal Data, Personal Data Breach, Information Commissioner, appropriate technical and organisational measures and processing" as defined in the Data Protection Laws;

"Customer" means the individual or organisation described as such in the Framework Agreement;

"Customer Data" means any data (including any data relating to the staff, clients, customers or suppliers of the Customer), documents, text, drawings, diagrams, images

or sounds (together with any database made up of any of those), embodied in any medium, that are supplied to Quorum by or on behalf of the Customer or to which the Quorum has access in providing the Services, or which the Quorum is required to generate, process, store or transmit pursuant to this Agreement;

"Customer Dependent Services Contract" means a contract between the Customer and a third party supplier for the supply of Dependent Services;

"Customer Operating Environment" means the Customer's computing environment (including but not limited to the Hardware, software and telecommunications networks and equipment that is to be used by the Customer in connection with its receipt of the Services;

"Data Protection Laws" means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.;

"Deliverables" means any outputs of the Services to be provided by Quorum to the Customer as specified in a Statement of Work and any other documents, products and materials provided by Quorum to the Customer in relation to the Services;

"Dependent Services" means any services supplied to the Customer by any party other than Quorum (including the third party services resold to the Customer and supplied under a Quorum Resale Contract) upon which Quorum depends in order to be able to provide the Services;

"Description of Processing" the description of data processing in the Statement of Work (or any separate agreements relating to services to be provided by Quorum to the Customer);

"Excluded Services" shall have the meaning defined in clause 2.5 of these Quorum Terms and Conditions;

"Expenses" means travel costs, subsistence costs and other incidental costs incurred by Quorum or its subcontractors in respect of the provision of the Services, described in the Statement of Work;

"Force Majeure Event" means any cause affecting the performance by a party of its obligations under this Agreement arising from acts, events, omissions or non-events beyond its reasonable control, including acts of God, riots, war, acts of terrorism, fire, flood, storm or earthquake and any disaster.

"Hardware" means all physical telecommunications, networking and computer equipment (including switches, routers, cable, servers, rack, cabinets and peripheral accessories) provided and used by the Customer for the purposes of the Services.

"Intellectual Property Rights" means any and all intellectual property rights (howsoever described in any relevant jurisdiction), including without limitation, patents, copyrights, design rights, trademarks, service marks, trade secrets, know-how, database rights and other rights in the nature of intellectual property rights (whether registered or unregistered) and all applications for the same, anywhere in the world;

"Quorum" means Quorum Network Resources Limited, a company registered in Scotland (registered number SC196645) and having its registered office at 18 Greenside Lane, Edinburgh, EH1 3AH;

"Quorum's Business Hours" means 09:00 am to 17:30 pm (inclusive on any Business Day;

"Quorum Resale Contract" means a contract between Quorum and a third party supplier to provide Dependent Services;

"Quorum Terms and Conditions" means these terms and conditions.

"Services" means the services to be provided by Quorum to the Customer all as set out in the Statement of Work;

"Statement of Work" means an order for services which is signed by the parties which details the Services and costs of those services in the form of the template Statement of Work in the Schedule to the Framework Agreement (or in such other format as may be agreed between the parties);

"Term" means the period from the Commencement Date to the date that the provision of the Services is terminated (howsoever arising) or the expiry of this agreement in accordance with its terms; and

"UK GDPR" has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

1.2. References to the words "include" or "including" shall be deemed to have the words "without limitation" inserted after them. Words in the singular include the plural and those in the plural include the singular.

1.3. A "person" or "party" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's executors, personal representatives, successors or permitted assignees.

1.4. Unless the context otherwise requires, all references to a particular clause are references to the corresponding clause in the Quorum Terms and Conditions.

1.5. Any references, express or implied, to an enactment includes references to that enactment as amended, extended or applied by or under any other enactment before or after the Commencement Date.

2. PROVISION OF SERVICES

2.1. Quorum will provide the Services from the Commencement Date.

2.2. The Customer will provide Quorum with all information reasonably requested by Quorum and will reasonably co-operate with Quorum to the extent necessary to allow Quorum to provide the Services.

2.3. Due to the nature of the Services being provided the Services may be dependent on elements of the Customer's Operating Environment. Quorum shall not be in breach of any obligations to the Customer to provide the Services if and to the extent that any delay or failure to perform the Services is caused by a failure of those elements of the Customer's Operating Environment which are the responsibility of the Customer or third party suppliers (under a Customer Dependent Services Contract, a Quorum Resale Contract or otherwise).

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- 2.4. Where any Services are provided by Quorum under a Quorum Resale Contract they are being provided by a third party supplier to Quorum for onward provision to the Customer. Services provided under a Quorum Resale Contract may be subject to specific terms and restrictions and usage-dependent pricing. Quorum will identify any such specific usage terms and usage-dependent pricing in the Statement of Work. The Customer shall observe the terms and conditions of the third party supplier under a Quorum Resale Contract provided such terms and conditions are included in or referred to in the Statement of Work.
- 2.5. Any services which are not included within Statement of Work ("**Excluded Services**") are expressly outside the scope of this Agreement and will continue to be the responsibility of the Customer.
- 2.6. If any Excluded Services are in fact provided by Quorum to the Customer without previously agreeing a Statement of Work, they will be deemed to have been supplied under and in accordance with these Quorum Terms And Conditions which shall (insofar as possible) apply to the provision of those additional services and the parties will subsequently use reasonable endeavours to attempt to agree and sign a Statement of Work to document the scope of those additional services and the price payable for them.
- 2.7. Quorum may at its discretion, acting reasonably, make administrative changes or changes to the technological method by which the Services are delivered in order to improve the delivery of the Services and such changes shall not be regarded as a change to the Statement of Work provided that there is no adverse impact on the Services received by the Customer.

3. DURATION

- 3.1. The Framework Agreement will commence on the last date of signature and will continue in full force and effect until terminated by either party in writing.
- 3.2. The provision of Services under each Statement of Work shall start on the Commencement Date and continue for the Term in relation to that Statement of Work.
- 3.3. The termination of the Framework Agreement or completion or termination or amendment of any Statement of Work does not affect or change any Services due to be completed or paid for under any other Statement of Work (or any other written agreement between the parties) and the Quorum Terms and Conditions shall continue to apply to such Statement of Work (or agreement which incorporates them) notwithstanding the termination of the Framework Agreement.

4. PRICE AND PAYMENT TERMS

- 4.1. In consideration for Quorum's provision of the Services, the Customer will pay the Costs in accordance with the arrangements set out in the Statement of Work and the Agreement.
- 4.2. The Customer will pay Value Added Tax or such other sales related tax ("VAT") as may be applicable in respect of the Costs. The Costs are expressed exclusive of VAT.

- 4.3. All sums payable under the Agreement, shall be due within twenty eight (28) days of the date of issue of the appropriate VAT invoice from Quorum. VAT invoices will be issued by Quorum.
- 4.4. Any sum which is overdue for payment shall bear interest at the annual rate of 4% above the prevailing base rate of the Bank of England, which interest shall accrue on a daily basis from the due date until payment, whether before or after judgement.
- 4.5. Any failure by the Customer to pay any sums due under the Agreement in accordance with this clause 4 shall constitute a material breach of the Agreement by the Customer and Quorum shall be entitled to exercise its right to terminate the Agreement in accordance with clause 12.1(a).

5. CUSTOMER DATA

- 5.1. The Customer hereby grants Quorum a non-exclusive, sub-licensable licence for the Term of the Agreement to access and use the Customer Data and the Customer Operating Environment to the extent reasonably necessary to provide the Services, but for no other purpose.

6. CANCELLATION and POSTPONEMENT

- 6.1. Subject to clause 6.2, if any Services are cancelled or postponed as a result of any act or omission of Quorum, Quorum may, at Quorum's option either:
- 6.1.1. promptly reimburse to the Customer any and all Costs paid in relation to the Services or the relevant part thereof; or
 - 6.1.2. use all reasonable endeavours to agree with the Customer the scope of alternative services, whereupon the Statement of Work shall be amended as necessary to reflect any such agreement.
- 6.2. Where reimbursement is made or the scope of alternative services is agreed in accordance with clause 6.1, that action will be deemed to be an adequate and sole remedy in relation to Quorum's act or omission, such that no breach (whether material or otherwise) shall be deemed to have been committed for the purposes of clause 12.1.
- 6.3. Subject to clause 11.1 and 14, if any Services are cancelled or postponed by the Customer, Quorum will, at Quorum's option:
- 6.3.1. use all reasonable endeavours to agree with the Customer alternative Services (or part thereof), whereupon the Statement of Work shall be amended as necessary to reflect any such agreement; or
 - 6.3.2. be entitled to payment by the Customer of that proportion of the Costs which is attributable to the preparatory work which Quorum can reasonably demonstrate to the Customer as having been incurred prior to the date of such cancellation or postponement and Quorum will be entitled to terminate the Agreement.

7. WARRANTIES

- 7.1. Quorum warrants that the Services provided under the Agreement will be performed in a professional and workmanlike manner in accordance with Best Industry Practice and Applicable Laws.
- 7.2. Subject to clause 11.4, the warranties given by Quorum in this clause 7, clause 10.2 and the other express provisions of the Agreement are the full extent of Quorum's obligations and liabilities to the Customer. All other warranties, conditions and other terms which might otherwise be implied into the Agreement, including without limitation any implied terms of satisfactory quality or fitness for purpose, are hereby excluded to the fullest extent permitted by law.
- 7.3. The Customer warrants that, to the best of its knowledge and belief, the Customer Operating Environment and Customer Data does not infringe the Intellectual Property Rights of any third party or breach any Applicable Laws.

8. CONFIDENTIALITY

- 8.1. Each party undertakes:
- 8.1.1. only to use the Confidential Information to the extent necessary for the performance of its obligations under the Agreement;
 - 8.1.2. to maintain confidential all Confidential Information that it may acquire, regardless of when it is disclosed and the form in which it is disclosed, consistent with the level of security that a reasonably prudent person would use in connection with its most highly confidential and sensitive information;
 - 8.1.3. not without the prior written consent of the other party in each case to communicate or disclose any part of the Confidential Information to any person except only:
 - (a) to its employees and subcontractors on a need to know basis;
 - (b) where the party in receipt of Confidential Information (the "Receiving Party") is ordered by a court of competent jurisdiction to communicate or disclose any part of the Confidential Information or there is a statutory obligation to do so, provided always that the Receiving Party shall, where practicable, first notify the party disclosing such Confidential Information (the "Disclosing Party") that it is so required, identifying the Confidential Information; and
 - (c) to other persons as may be expressly authorised by the Disclosing Party to receive the Confidential Information from the Receiving Party.
 - 8.1.4. without prejudice to clause 8.1.3 (a), not to use the Confidential Information in any way which would be harmful to the Disclosing Party;
 - 8.1.5. to ensure that all the persons to whom the Confidential Information may be disclosed are made aware, prior to disclosure, of the confidential nature of the Confidential Information, that they owe a duty of confidentiality to the Disclosing Party and that they hold and deal with that Confidential Information in accordance with the Agreement; and
 - 8.1.6. to notify the Disclosing Party promptly of any unauthorised use, copying or disclosure of the Confidential Information of which it becomes aware, and to

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<p>provide reasonable assistance to the Disclosing Party to terminate and mitigate the effects of each unauthorised use or disclosure.</p>	<p>effectiveness of the technical and organisational measures adopted by ;</p>	<p>Quorum is reasonably able to supply them, full and complete details relating to such breach;</p>
<p>8.2. The Receiving Party shall on demand (and in any event on the termination of the Agreement, howsoever occurring) deliver up to the Disclosing Party all documents and other material in its possession, custody or control and all copies thereof that bear or incorporate any part of the Confidential Information and destroy or erase any Confidential Information contained in any materials prepared by on or on behalf of the Disclosing Party or recorded in any memory device. Within fourteen (14) days of such request or termination, the Receiving Party shall certify in writing to the Disclosing Party that it has fully complied with its obligations under this clause 8.2.</p>	<p>9.5.2. only process the Personal Data for the purposes of complying with its obligations under the Statement of Work (and for no other purpose whatsoever), and at all times in accordance with the Customer's documented instructions from time to time, the Description of Processing and all applicable Data Protection Laws;</p>	<p>9.5.8. maintain complete and accurate records and information to demonstrate its compliance with this clause 9;</p> <p>9.5.9. on request at any time and on the expiry or termination of the services to be provided under any Statement of Work, and at the Customer's option and cost, either return all of the Personal Data and copies of it in such format as the Customer may require or securely dispose of the Personal Data, except where Quorum is required by Applicable Laws to store the Personal Data.</p>
<p>8.3. Neither the expiry nor the termination of the Agreement for any reason shall affect the obligations of either party under the Agreement.</p>	<p>9.5.3. not permit any processing of Personal Data by any agent or subcontractor or other third party ("Sub-Processor") without the prior written authorisation of the Customer and provided that Quorum informs the Customer of any changes it has made and permitting the Customer to object to those and provided that Quorum remains fully liable for all the actions and omissions of the Sub-Processor and that any Sub-Processor agrees in writing to comply with obligations materially equivalent to those imposed on Quorum in these terms and conditions that relate to the requirements laid down in Article 28(3) of the UK GDPR;</p>	<p>9.6. Subject to clause 9.5.3, Quorum shall be permitted to transfer the Personal Data to countries outside of the UK; (i) where such countries are deemed to have an adequate level of data protection from time to time under applicable Data Protection Laws; or (ii) to countries outside of the UK which have not been deemed adequate by the UK provided the following conditions apply:</p>
<p>9. DATA PROTECTION</p>	<p>9.5.4. subject to clause 9.6, not transfer, or otherwise directly or indirectly disclose, any Personal Data to countries outside the United Kingdom (UK), without the prior written consent of the Customer except where Quorum is required to transfer Customer Personal Data by Applicable Laws (and shall inform the Customer of that legal requirement before the transfer, unless those laws prevent it doing so).</p>	<p>9.6.1. the Customer or Quorum has provided appropriate safeguards in relation to the transfer;</p> <p>9.6.2. the Data Subject has enforceable rights and effective legal remedies; and</p> <p>9.6.3. Quorum complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;</p>
<p>9.1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 9 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Laws.</p>	<p>9.5.5. ensure that access to Personal Data is limited to Quorum's personnel and authorised Sub-Processors who need access to it to comply with its obligations under the Agreement (including any applicable Statements of Work in place from time to time), and that all of Quorum's personnel and authorised Sub-Processors are subject to an enforceable obligation of confidence with regards to the Personal Data;</p>	<p>9.7. Subject to Quorum's security requirements and there being no effect on service to customers, Quorum shall permit the Customer (and any of its authorised representatives) and the Information Commissioner (or its authorised representatives) access to any of Quorum's premises, personnel, IT systems and relevant records as may be reasonably required by the Customer upon reasonable notice during Quorum's Business Hours (no more than once per annum) for the purposes of conducting an audit in order to verify Quorum's compliance with these terms. Quorum shall, on demand, provide the Customer and the Information Commissioner (and/or their authorised representatives) with all reasonable co-operation, access and assistance in relation to each audit.</p>
<p>9.2. The parties agree that Customer is the controller and Quorum is the processor in respect of the processing of Personal Data pursuant to the Agreement (including any applicable Statements of Work in place from time to time).</p>	<p>9.5.6. provide such information and assistance (at the Customer's cost) as the Customer may reasonably require in relation to:</p>	<p>9.8. In Quorum's reasonable opinion, to the extent that it believes that any instruction received by it is likely to infringe the Data Protection Legislation or any other Applicable Laws, Quorum shall promptly inform the Customer.</p>
<p>9.3. The parties acknowledge and agree that the Description of Processing in the Statement of Work is an accurate description of the processing undertaken pursuant to the Statement of Work and it sets out the scope, nature and purpose of processing by Quorum, the duration of the processing and the types of Personal Data and categories of Data Subject.</p>	<p>9.5.6.1. any request from or on behalf of any Data Subject for access, rectification or erasure of Personal Data (or other data subject right), or any complaint, objection to processing, or other correspondence. In no event shall Quorum respond directly to any such request, complaint or correspondence without the Customer's prior written consent unless and to the extent required by Applicable Laws;</p>	<p>9.9. The parties shall consider whether any applicable standard clauses once published under Articles 28(7) or 28(8) of the UK GDPR could replace these provisions, and if so, the parties may choose to adopt them by a variation to these terms and conditions.</p>
<p>9.4. Without prejudice to the generality of clause 9.1 the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Quorum and/or lawful collection of the Personal Data by Quorum on behalf of the Customer for the duration and purposes of this Agreement.</p>	<p>9.5.6.2. the need to undertake a data protection impact assessment in accordance with the Data Protection Legislation; and</p>	<p>9.10. The obligations under this clause 9 shall terminate once all data processing activities have been completed and all Personal Data returned or destroyed in accordance with the applicable Statement of Work or the Agreement.</p>
<p>9.5.1. taking into account the state of technical development and the nature of Processing, implement appropriate technical and organisational measures to protect Personal Data against accidental or unlawful destruction, damage to, loss, alteration, unauthorised disclosure of, or access to Personal Data processed by it, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the</p>	<p>9.5.6.3. any approval of the Information Commissioner or other data protection supervisory authority to any processing of Personal Data, or any request, notice or investigation by such supervisory authority;</p> <p>9.5.7. notify the Customer without undue delay if it becomes aware of any Personal Data Breach and shall ensure that to the best of Quorum's knowledge all such notices include, to the extent that</p>	<p>10. INTELLECTUAL PROPERTY RIGHTS</p> <p>10.1. Ownership of the Intellectual Property Rights in Customer Data and Customer Operating Environment shall remain with the Customer.</p>

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<p>10.2. Quorum warrants that use by the Customer of the Deliverables, shall not infringe the Intellectual Property Rights of any third party (provided that the Customer obtains and maintains any software licences or permissions identified by Quorum as required for such use in the Statement of Work).</p> <p>10.3. The Customer agrees to notify Quorum in writing within fourteen (14) days of receipt of any claim by any third party that the use of the Deliverables infringes the Intellectual Property Rights of that third party (a "third party IP claim").</p> <p>10.4. If a third party IP claim prevents the Customer from using the Deliverables or if Quorum, in its reasonable opinion, believes that the use of the Deliverables is likely to be held as infringing, Quorum will have the option, at its expense, to:</p> <ul style="list-style-type: none"> (a) modify the Deliverables so that it is non-infringing, but is otherwise functionally equivalent in all material respects, or (b) obtain for the Customer a licence sufficient for the Customer to continue to use the Deliverables during the duration of the Agreement; or (c) alter the Deliverables by substituting alternative product(s) for that which is the subject of the claim. <p>10.5. If Quorum exercises any of the options in clause 10.4 then it will have fulfilled its warranty obligations in that clause in respect of that third party IP claim and shall not be in material breach of contract in accordance with clause 12.1.</p>	<p>connection with any services provided under a Statement of Work shall in no circumstances exceed the total of all sums (excluding VAT) invoiced to that Customer by Quorum under any Statement of Work in the period of 365 days immediately preceding the date when the Customer notifies Quorum of the circumstances giving rise to the relevant claim against Quorum</p> <p>11.4. The limitations or exclusions in this agreement (including those in this clause 11) shall not apply in respect of the following:</p> <ul style="list-style-type: none"> 11.4.1. death or personal injury caused by the negligence of a party, its officers, employees, contractors or agents; 11.4.2. fraud or fraudulent misrepresentation of a party; 11.4.3. breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982; or 11.4.4. any other liability to the extent that it cannot be limited or excluded by law. 	<p>other party with one or more other companies or the solvent reconstruction of that other party;</p> <ul style="list-style-type: none"> (g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party; (h) a floating charge holder over the assets of that other party has become entitled to appoint or has appointed an administrative receiver; (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; (j) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, diligence, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; (k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.1.(d) to clause 12.1.(j) (inclusive); (l) other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.
<p>11. LIMITATION OF LIABILITY</p> <p>11.1. Except as expressly stated elsewhere in this clause 11 neither party shall have liability to the other for any losses or damages which may be suffered by that party under this Agreement, whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, delict (including negligence) or otherwise howsoever, which fall within any of the following categories:</p> <ul style="list-style-type: none"> i. indirect losses or damages, even though that party was aware of the circumstances in which such indirect losses or damages could arise; ii. loss of profits; iii. loss of anticipated savings; iv. loss of business opportunity; v. loss of goodwill; or vi. loss of, or damage to (including corruption of), data <p>11.2. Each party agrees that, in entering into this agreement, either it did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in this agreement or (if it did rely on any representations, whether written or oral, not expressly set out in this agreement) that it shall have no remedy in respect of such representations and (in either case) neither party shall have any liability otherwise than in accordance with the express terms of this Agreement;</p> <p>11.3. The maximum total liability of Quorum to the Customer, whether in contract, delict (including negligence) or otherwise in respect of claims arising out of or in</p>	<p>12. TERMINATION</p> <p>12.1. Either party may at any time terminate this Agreement and/or a particular Statement of Work under which Services are to be provided with immediate effect by giving written notice to the other party if:</p> <ul style="list-style-type: none"> (a) save in the case of a bona fide dispute that the Customer may have with Quorum regarding the provision of the Services, the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 28 days after being notified in writing to make such payment; (b) the other party is in material breach of this agreement, which is irremediable; (c) the other party is in material breach of this agreement, which is remediable but fails to remedy such default within 30 days following a notice requesting remedy from the other party; (d) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; (e) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that 	<p>12.2. If it is not commercially reasonable for Quorum to perform any of the options detailed in clauses 6.1.1 and 6.1.2 then Quorum may terminate the Agreement, whereupon Quorum will reimburse to the Customer any Costs which have then been paid and which are attributable to the Services which were not provided.</p> <p>12.3. If it is not commercially reasonable for Quorum to perform any of the options detailed in clause 10.4, then Quorum may terminate the Agreement, whereupon Quorum will reimburse to the Customer any Costs which have then been paid and which are attributable to the period of the Agreement occurring after the date upon which the Customer served notice under clause 12.1.</p> <p>13. CONSEQUENCES OF TERMINATION</p> <p>13.1. Any termination of the Agreement will be without prejudice to any other rights or remedies of either party under the Agreement or at law and will not affect any accrued rights or liabilities of either party prior to the date of termination.</p> <p>13.2. Any provision of the Agreement which expressly or by implication is intended to come into or remain in force on or after termination shall remain in full force and effect notwithstanding the expiry or termination of the Agreement.</p> <p>13.3. Termination of one Statement of Work (or part thereof) between the parties will not, by itself, result in the termination of any other Statement of Work or contract separately entered into between the parties (notwithstanding that both may incorporate these Quorum Terms and Conditions).</p> <p>13.4. Certain facilities or services supplied to the Customer by Quorum under a Quorum Resale Contract may have been acquired by Quorum for the Customer for a fixed period or in fixed quantities. If the Agreement is terminated by the Customer (other than by reason of a breach of contract by Quorum) on a date</p>

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that does not coincide with an appropriate termination date of that Quorum Resale Contract, Quorum may make a termination charge which will be payable by the Customer to compensate Quorum for the cost to Quorum of the unexpired Quorum Resale Contract. Such termination charge shall only be payable if the fixed nature of the costs payable by Quorum under the Quorum Resale Contract has been identified in the Statement of Work or has otherwise been approved by the Customer in writing in advance of the Quorum Resale Contract being entered into.

14. RECRUITMENT OF QUORUM STAFF

14.1. The Customer undertakes that it (including for this purpose any subsidiary or associated company) or any person connected with it will not directly or indirectly recruit as an employee or engage as an independent contractor any person employed or so engaged by Quorum in connection with the Services provided under any Statement of Work for a period of six months after such person last provided services to the Customer.

14.2. In the event that the Customer is in breach of the undertaking in sub-clause 14.1 the Customer and Quorum agree that the Customer will pay liquidated damages of a sum equal to 33% of the annual remuneration or payment and any other benefits payable to the relevant individual by Quorum calculated at the rate payable during the week immediately prior to such individual ceasing to provide services to Quorum.

15. QUORUM'S DELIVERABLES, OUTPUTS, MATERIALS AND INFORMATION

15.1. All intellectual property rights including copyright which are capable of existing in any Deliverables, including any documents, computer software or information or (without limit) other materials created or provided pursuant to this contract by Quorum shall be and remain Quorum's property.

15.2. The Customer undertakes to keep all materials, documents and information provided to it by Quorum and the consultant confidential to itself and its employees contractors and advisers and not to distribute any product of the services provided hereunder to any third party without Quorum's prior written consent.

15.3. Any Deliverables or the materials produced or supplied to the Customer by Quorum in which intellectual property rights are capable of subsisting shall be licensed to the Customer for internal use only in connection with the purposes of the specific project.

15.4. The Customer undertakes to Quorum that it will not license, transfer, sell or otherwise directly commercialise the Deliverables for the benefit of any third party.

15.5. In the interests of clarity, the license for use of Deliverables in clause 15.3 does not include the leasing of any hardware which may be supplied under the contract or support, maintenance and 3rd party licensing costs which will be provisioned separately and costed appropriately, as outlined in the Statement of Work.

16. CORRUPT GIFTS

16.1. Quorum will not offer or give or agree to give to any person employed by the Customer any gift or consideration of any kind as an inducement or reward for doing or forbearing to do, or having done or forborne to do, any act in relation to the obtaining or execution of the Agreement or any other contract for the Customer or for showing or forbearing to show favour or disfavour to any person in relation to the Agreement or any other contract for the Customer.

17. FORCE MAJEURE EVENTS

17.1. Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from a Force Majeure Event.

17.2. In the event that either party is delayed or prevented from performing its obligations under this agreement by a Force Majeure Event, such party shall:

17.2.1. give notice in writing of such delay or prevention to the other party as soon as reasonably possible, stating the commencement date and extent of such delay or prevention, the cause thereof and its estimated duration;

17.2.2. use reasonable endeavours to mitigate the effects of such delay or prevention on the performance of its obligations under this agreement; and

17.2.3. resume performance of its obligations as soon as reasonably possible after the removal of the cause of the delay or prevention.

17.3. A party cannot claim relief if the Force Majeure Event is attributable to that party's wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event.

17.4. As soon as practicable following the affected party's notification, the parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of this agreement.

17.5. If the Force Majeure Event continues for 30 days or more, the party not affected may terminate this agreement by giving 10 days' written notice to the other party.

18. ANCILLARY PROVISIONS

18.1. ENTIRE AGREEMENT AND VARIATIONS: The Agreement constitutes the entire agreement between the parties for the supply of the Services. Each party confirms that it has not relied on or been induced to enter into the Agreement by relying on any warranty or representation which is not set out in the Agreement. The parties agree that, save as expressly set out in the Agreement, neither party will have any liability for any untrue statement or representation made by it (whether innocently or negligently) upon which the other party relied when entering into the Agreement, unless such untrue statement or representation was made negligently or fraudulently. The Agreement shall prevail over any inconsistent terms and conditions in any other agreement between the parties or referred to in correspondence or elsewhere.

18.2. SEVERABILITY: If any of the terms or provisions or part of a provision of the Agreement is judged to be illegal or unenforceable, that term or provision or part shall to that extent be deemed not to form part of the Agreement and the enforceability of the remainder shall not be affected. If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

18.3. VARIATION: No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

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

18.5. RELATIONSHIP OF THE PARTIES: Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties and except where otherwise expressly stated (or separately agreed in writing between the parties) shall (1) constitute any party as the agent of another party, (2) authorise any party to make or enter into any commitments for or on behalf of any other party, nor (3) authorise any party to make representations on behalf of the other party.

18.6. ASSIGNMENT: neither party shall assign, novate, charge, subcontract or deal in any other manner with any or all of its rights and obligations under this agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).

18.7. NOTICES: Any notice required to be given under the Agreement by either party must be in writing and may be delivered either personally or by first class post in the UK, if sent from an address in the UK to another address in the UK and by air mail in all other cases. In the case of post such notices shall be deemed to have been received two (2) working days after the date of posting. Notices will be delivered or sent to the addresses of the parties set out in the Agreement or to any other address notified in writing by either party to the other for the purpose of receiving notices after the date of the Agreement. A notice or other communication required to be given under this Agreement shall not be validly given if sent by e-mail.

18.8. SUB-CONTRACTING: Quorum will be entitled to employ sub-agents or sub-contractors or otherwise delegate to any third party the performance of any of its obligations under the Agreement with the prior written consent of the Customer.

18.9. GOVERNING LAW AND JURISDICTION: Except where otherwise agreed in writing between the parties, the Agreement is governed by the law of Scotland and the parties submit to the exclusive jurisdiction of the Scottish Courts.