

1 INTERPRETATION

In these Conditions the following words have the following meanings:

Conditions: these Standard Terms of Business, as amended from time to time in accordance with Clause 14.8.

Contract: has the meaning given to it in Clause 2.1.

Commencement Date: the date for commencement of the Services as detailed in the Order.

Customer: the person or firm who purchases Services as specified in the Order.

Customer Default: has the meaning given to it in Clause 5.2.

Customer Personal Data: the personal data which is provided by or on behalf of the Customer to the Supplier and /or obtained by the Supplier pursuant to the Services and for which the Customer is the data controller.

Data Protection Law: means the General Data Protection Regulation (EU) 2016/679 (GDPR) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK, as well as any successor legislation to the GDPR and Data Protection Act 1998, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable law relating to the processing or protection of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.

"**data controller**", "**data subject**", "**personal data**" and "**processing**" shall bear the respective meanings given them in the Data Protection Law (and "**process**" shall be construed accordingly).

Deliverables: the deliverables set out in the Specification produced by the Supplier for the Customer pursuant to the Services, including without limitation data, source code and the contents of reports submitted under Clause 3.7.

Intellectual Property Rights: the patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks, service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Working Day: a day (other than a Saturday, a Sunday or a public holiday in England) on which banks in London are open for business.

Open Source: any software programs included in the Deliverables which are licensed under any form of open-source licence meeting the Open Source Initiative's Open Source Definition (<http://www.opensource.org/docs/definition.php>), or any other software or other material that is distributed as "free software," "open source software" or under similar licensing or distribution terms (including software licensed under the terms of the GNU Affero General Public License (AGPL), GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), BSD licenses, the Artistic License, and the Apache License)..

Order: the Customer's order for the supply of the Services, as set out overleaf, as signed by both parties.

Price: has the meaning given to it in Clause 6.1.

Security Breach: has the meaning given to it in Clause 8.1.7.

Services: the services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Specification.

Specification: the description or specification for the Services and/or Deliverables provided in the Order or otherwise provided in writing by the Supplier to the Customer.

Supplier: Applied Data Science Partners Limited, a company registered in England and Wales company number 10375946 whose registered office is at 318 Old Street, London, EC1V 9DR.

Supplier Materials: has the meaning give to it in Clause 5.1.5.

1.1 Interpretation:

1.1.1 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.1.2 A reference to a party includes its personal representatives, successors and permitted assigns.

1.1.3 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.1.4 A reference to writing or written includes emails, but not faxes.

2 BASIS OF CONTRACT

2.1 This Contract is made up of: 1) the Order; 2) the Specification; and 3) these Conditions (together the "**Contract**"). In the event of any conflict or ambiguity between the terms of the Contract, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

2.2 This Services shall commence on the Commencement Date and shall continue until the earlier of: i) the period so specified in the Order; ii) the date of successful completion and supply of the Services and/or Deliverables by the Supplier to the Customer (as determined in accordance with Clause 4); and iii) the termination of this Contract or the applicable Order.

2.3 These Conditions apply to the Contract to the exclusion of any other terms that either party seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing (other than those agreed by the parties pursuant to Section 14.8).

3 SUPPLY OF THE SERVICES

3.1 The Supplier shall supply the Services to the Customer or, if applicable, customers of Customer, in accordance with the Contract in all material respects.

3.2 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order and/or Specification.

3.3 The Supplier reserves the right to amend the Services if necessary to comply with any applicable law or regulatory requirement, so long as such amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

3.4 The Supplier warrants to the Customer that the Services will be provided using all due care, skill and diligence, in accordance with good industry practice (in the Supplier's profession) and in accordance with all applicable laws.

3.5 The Supplier shall cooperate with the Customer, Customer's customers (and other such third parties as the Customer may from time to time nominate for the purpose of performing the Services) in all matters relating to the Services and shall comply with all reasonable instructions of such parties.

3.6 The Supplier shall observe and comply with all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises or, if applicable, the premises of Customer's customers.

3.7 On request, the Supplier shall provide the Customer with update reports detailing the progress of the Services and the Deliverables.

- 3.8 The Supplier shall obtain and maintain all necessary licences, permissions and consents which may be required for the supply of the Services.
- 3.9 The Supplier shall keep all materials, equipment, documents and other property of the Customer and Customer's customers ("**Customer Materials**") at the Supplier's premises in safe custody at its own risk, maintain the Customer Materials in good condition until returned to the Customer or Customer's customer, as applicable, and not dispose of or use the Customer Materials other than in accordance with the Customer's written instructions or authorisation.
- 3.10 The Supplier shall maintain in force during the term of the Contract adequate insurance cover with reputable insurers acceptable to the Customer.
- 3.11 The Supplier shall maintain complete and accurate records and information to demonstrate compliance with the Contract and allow for audits by the Customer or the Customer's designated auditor.
- 3.12 Prior to incorporating or using any Open Source in any Deliverable, Supplier shall first notify Customer and provide Customer with a copy of the applicable license terms applicable to that Open Source. The use of all Open Source by Supplier with respect to any Deliverable shall be subject to Customer's prior written approval in each case and Supplier shall not use or incorporate any Open Source in any Deliverable without obtaining such approval. Customer shall have the right to require that Supplier comply with Customer's policies, practices and procedures regarding the use of Open Source.

4 ACCEPTANCE

- 4.1 Following performance of the relevant Services the Customer and/or its relevant customer shall have a reasonable time to test and review the Services, including the Deliverables. Acceptance of each Deliverable shall occur up to 20 Working Days from delivery to the Customer of the relevant Deliverable (the "**Acceptance Period**") unless the Supplier has received a written notice from the Customer, sent during the Acceptance Period, setting out, in reasonable detail, the basis for rejection of the Services and/or Deliverables. In such circumstances the Supplier shall, at no additional charge to Customer, use all reasonable endeavours to remedy the defect and re-submit the Deliverable to the Supplier within a reasonable time. The process shall be repeated until the Deliverable is accepted, unless otherwise agreed in writing between the parties; provided that if Supplier is unable to produce an acceptable Deliverable after three (3) attempts, Customer may, in Customer's discretion i) accept the Deliverable as-is, with a Price (as defined in Clause 6) reduction to be determined by the parties in good faith; ii) allow Supplier to make additional attempt(s) to correct the Deliverable; or iii) terminate the applicable Order and receive a refund of all fees paid to Supplier for any undelivered or unaccepted Deliverables under the terminated Order.
- 4.2 In the event the Customer uses any Deliverable in a live production environment, such Deliverable shall be deemed to be accepted.
- 4.3 The Supplier shall ensure that the Deliverables are and will remain free from material defects for a period of 90 days from the date of acceptance.

5 CUSTOMER'S OBLIGATIONS

- 5.1 The Customer shall:
- 5.1.1 use all reasonable endeavours to ensure that any information it provides to the Supplier is complete and accurate in all material respects;
- 5.1.2 co-operate with the Supplier in all matters relating to the Services;
- 5.1.3 subject to Clause 3.6, provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and

other facilities to the extent this is reasonably required by the Supplier to provide the Services;

- 5.1.4 provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and use reasonable endeavours to ensure that such information is provided promptly;
- 5.1.5 keep all materials, equipment, documents and other property of the Supplier ("**Supplier Materials**") at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation; and
- 5.1.6 comply with any additional obligations as set out in the Specification.
- 5.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer, or failure by the Customer to perform any relevant obligation, time for performance shall be extended by a period equal to such delay.

6 CHARGES AND PAYMENT

- 6.1 Unless otherwise agreed by the Supplier in writing, the price for the Services shall be the price set out in the Order ("**Price**") and shall be inclusive of all costs, taxes and charges except that the Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, fees or disbursements and for the cost of services provided by third parties required by the Supplier for the performance of the Services PROVIDED THAT the Supplier obtains the Customer's prior written approval to incur such expenses, fees and disbursements.
- 6.2 The Supplier shall invoice the Customer for the Price on or at any time after completion of delivery of the Services or such other invoice date as is agreed in the Order.
- 6.3 The Customer shall pay the invoice submitted by the Supplier:
- 6.3.1 within 30 days of the date of the invoice; and
- 6.3.2 in full and in cleared funds to a bank account nominated in writing by the Supplier.
- 6.4 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT).
- 6.5 All amounts payable by the Customer under the Contract shall become due immediately upon termination of the Contract despite any other provision.
- 6.6 If the Customer fails to make an undisputed payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, at 3% a year above the Bank of England's base rate from time to time.
- 6.7 All undisputed amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7 INTELLECTUAL PROPERTY RIGHTS

- 7.1 The Supplier hereby assigns to the Customer all existing and (by way of present assignment of future rights) future Intellectual Property Rights in the Deliverables or otherwise arising out of or in connection with the Services. Insofar as they do not vest automatically by operation of law or under the Contract or cannot be assigned by Supplier to Customer, the Supplier holds legal title in such rights on trust for the Customer and hereby grants to Customer an exclusive, royalty-free, transferable, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) to fully use, practice and exploit those non-assignable rights, title and interest, including, but not limited to, the right to make, use, sell, offer for sale, import, have

made, and have sold, the Deliverables and all Intellectual Property Rights therein and thereto.

- 7.2 The Supplier hereby grants the Customer a non-exclusive, royalty-free, irrevocable, perpetual, worldwide, sub-licensable and assignable licence to use such of the Supplier's background materials and Intellectual Property Rights (which exist as at the Commencement Date) as is required for the Customer (and/or its sub-licensee(s)) to receive, use and otherwise exploit the Services and the Deliverables.
- 7.3 The Supplier agrees promptly to execute all documents and do all acts as may, in the opinion of the Customer, be necessary to give effect to this Clause 7.
- 7.4 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials (including the Customer Personal Data provided by the Customer to the Supplier for the term of the Contract for the sole purpose of providing the Services to the Customer.
- 7.5 Supplier covenants, represents and warrants that each of Supplier's employees, contractors, agents or other authorized parties who perform services under this Contract has or will have a written agreement with Supplier that provides Supplier with all necessary rights to fulfil its obligations under this Agreement, including but not limited to the obligations of Clause 7.

8 DATA PROTECTION

8.1 The Supplier shall:

- 8.1.1 only process the Customer Personal Data for the purposes of providing the Services (and for no other purpose whatsoever) and in accordance with, applicable law and the Customer's reasonable and lawful written instructions from time to time;
- 8.1.2 implement, and at all times during this Contract maintain, appropriate technical and organizational measures to protect the Customer Personal Data against unauthorised or unlawful processing and accidental loss or damage and observing Data Protection Law;
- 8.1.3 provide to the Customer on request a detailed written description of the technical and organizational measures in place to protect the Customer Personal Data, provided that such requests do not exceed more than twice per 12 months;
- 8.1.4 not transfer the Customer Personal Data to countries outside the European Economic Area without the prior written consent of the Customer which may be refused at the Customer's sole discretion or granted subject to such conditions as the Customer (in its sole discretion) deems necessary;
- 8.1.5 comply with its obligations under any applicable Data Protection Law, and shall not, by act or omission, put the Customer in breach of, or jeopardise, any registration under, any such Data Protection Law;
- 8.1.6 promptly notify the Customer in writing of any notices received by the Supplier relating to the processing of any Customer Personal Data, including subject access requests, complaints and/or correspondence from any regulatory body and provide such information and assistance as the Customer may reasonably require in relation to such notice (at no cost to the Customer);
- 8.1.7 promptly notify the Customer in writing if any of the Customer Personal Data has been disclosed in breach of this Contract or if it suspects or becomes aware of any actual, threatened or potential breach of security of the Customer Personal Data ("**Security Breach**"). The Supplier shall also provide the Customer with a detailed description of the Security Breach, the type of data that was the subject of the Security Breach, the identity of each affected person as soon as the information can be collected or becomes available, as well as any other information which Customer may reasonably request relating to the Security Breach; and

- 8.1.8 permit the Customer and its representatives (at no cost to the Customer) to inspect and audit the Supplier's data processing activities (and those of its authorised data third parties) and comply with all reasonable requests to enable the Customer to verify and/or procure that the Supplier is complying with this Clause 8, provided that such inspection and audit is carried out following reasonable advance written notice to the Supplier and in a manner not to interrupt the Supplier's business.

8.2 The Supplier shall:

- 8.2.1 not permit any processing of the Customer Personal Data by any agent or sub-contractor or other third party ("**data third parties**") without the prior written authorisation of the Customer; and provided that the Supplier shall impose upon any such sub-processors obligations which are substantially the same as to those imposed on us under this Contract; and
- 8.2.2 ensure that access to the Customer Personal Data is limited to those employees or authorised data third parties who need access to it to perform the Services and that all such employees and authorised data third parties are informed of the confidential nature of the Customer Personal Data, who will have agreed in writing, either as a condition of employment or in order to obtain the Customer Personal Data, to be bound by terms and conditions at least as protective as those terms and conditions applicable to Supplier under this Contract and are assessed by the Supplier to ensure their reliability;
- 8.3 If and to the extent that the Customer collects and passes Customer Personal Data to the Supplier pursuant to this Contract, it warrants that it has obtained appropriate consent from all data subjects to whom it relates, to pass their personal data to the Supplier for the purposes of performing the Services.
- 8.4 Neither party shall do or refrain from doing anything which puts the other in breach of its obligations in this Clause 8.

9 CONFIDENTIALITY

- 9.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, technology, customers, clients or suppliers of the other party ("**Confidential Information**"), except as permitted by Clause 9.2. Customer Materials are Customer's Confidential Information.
- 9.2 Each party may disclose the other party's Confidential Information:
 - 9.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's Confidential Information comply with this Clause 8 prior to any disclosure; and
 - 9.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 9.3 Each party shall treat all Confidential Information with the same degree of care as it accords to its own Confidential Information, but in no case shall it use less than reasonable care. Neither party shall use the other party's Confidential Information for any purpose other than to perform its obligations under the Contract.

10 LIMITATION OF LIABILITY

- 10.1 Subject to Clause 10.2, the following provisions of this Clause 10 set out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer under or in respect of the Contract for any claim or claims, whether arising in contract, tort (including negligence), breach of statutory duty or restitution, or for misrepresentation or otherwise howsoever.

- 10.2 Nothing in these Conditions shall limit or exclude the liability or remedy of either party:
- 10.2.1 for death or personal injury caused by its negligence, or the negligence of its employees, agents or sub-contractors;
 - 10.2.2 for fraud or fraudulent misrepresentation;
 - 10.2.3 for breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979;
 - 10.2.4 for any act, omission or matter, liability for which may not be legally excluded or limited;
 - 10.2.5 the Supplier's liability under Clauses 8, 9 or 10.4.
- 10.3 Subject to Clause 10.2:
- 10.3.1 neither party's total liability to the other party under or in respect of the Contract for any claim or claims, whether arising in contract, tort (including negligence), breach of statutory duty or restitution, or for misrepresentation, or otherwise howsoever shall in no circumstances exceed 150% of the Price; and
 - 10.3.2 neither party shall have any liability to the other party, whether arising in contract, tort (including negligence), breach of statutory duty or restitution, or for misrepresentation, or otherwise howsoever, for any loss of profit, loss of business, depletion of goodwill or any indirect or consequential loss whatsoever arising out of or in connection with the Contract.
- 10.4 Supplier will indemnify and hold harmless Customer and Customer's customers (the "**Indemnified Parties**") from and against any and all third party claims, suits, actions, demands and proceedings against such Indemnified Parties and all losses, costs and liabilities related thereto arising out of or related to (i) an allegation that any item, material and other deliverable delivered by Supplier under this Contract infringes any intellectual property rights or publicity rights of a third party or (ii) any negligence by Supplier or any other act or omission of Supplier.

11 TERMINATION

- 11.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 11.1.1 the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 30 days after receipt of notice in writing to do so;
 - 11.1.2 the other party is wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - 11.1.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- 11.2 the other party's financial position deteriorates to such an extent that in the terminating party's reasonable opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 11.3 Without affecting any other right or remedy available to it, the Supplier may terminate an Order with immediate effect by giving written notice to the Customer if the Customer does not Accept a Deliverable after Customer has rejected Supplier's attempt to correct such Deliverable pursuant to Section 4.1 at least three (3) times. In the event of such termination, Supplier shall refund to Customer all fees paid to Supplier for any undelivered or unaccepted Deliverables under the terminated Order.
- 11.4 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by

giving written notice to the Customer if the Customer fails to pay any undisputed amount due under the Contract on the due date for payment.

- 11.5 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any undisputed amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in the Clause 10.1 above, or the Supplier reasonably believes that the Customer is about to become subject to any of them.

12 CONSEQUENCES OF TERMINATION

- 12.1 On termination of the Contract:
- 12.1.1 the Customer shall promptly pay to the Supplier all of the Supplier's outstanding undisputed unpaid invoices and interest with respect of Services properly supplied. Supplier shall submit an invoice for Services properly supplied, but for which no invoice has been submitted, the undisputed portions of which shall be payable by the Customer immediately on receipt; and
 - 12.1.2 the Customer shall return all of the Supplier Materials (including Supplier Confidential Information). Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
 - 12.1.3 the Supplier shall return all of the Customer Materials (including Customer Confidential Information). Until they have been returned, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
 - 12.1.4 the licences granted under Clauses 7.1 and 7.2 shall continue in full force; and
 - 12.1.5 the Supplier shall promptly deliver to the Customer all Deliverables whether or not then complete.
- 12.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry. Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect, including.

13 FORCE MAJEURE

If either party is delayed or prevented in the performance of any of its obligations under the Contract by an event, circumstance or cause beyond its reasonable control which, by its nature, could not have been foreseen or, if foreseeable, was unavoidable, (including war or other armed conflict, terrorism, riot, civil commotion, interference by civil or military authorities, national or international emergency or calamity, strikes, lock-outs or other industrial disputes, (whether involving its own workforce or any third party's), failure of energy supply, disruption to transport, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of buildings or other structures, fires, floods, storms, earthquakes, natural disasters, extreme adverse weather conditions, other acts of God, loss at sea or epidemics), that party shall not be liable for such delay or non-performance and the time for performance of the affected obligation shall be extended by such period as is reasonable to enable that party, using all reasonable endeavours, to perform that obligation.

14 GENERAL

- 14.1 Neither party may assign, or deal in any other manner with, the Contract or any part of it, including sub-contracting any of its obligations under the Contract to any third party or agent, without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).

- 14.2 Any communication between the parties about the Contract shall be in writing, in English, and delivered personally, sent by pre-paid registered post or recorded delivery (or pre-paid registered air mail if overseas) to its registered office or such changed address as shall be notified to the other party from time to time. Communications shall be deemed to have been received: (a) if delivered personally, at the time of delivery to the address; (b) if sent by pre-paid registered post or recorded delivery, 48 hours after posting; and (c) if sent by pre-paid registered airmail, at 9.00am on the fifth Working Day after posting;. This Clause 14.2 does not apply to the service of any proceedings or other documents in any legal action or any arbitration or other method of dispute resolution.
- 14.3 If any provision, or part of a provision, of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable (a "**void provision**") such invalidity, illegality or unenforceability shall not affect the other provisions of the Contract, which shall remain in full force and effect. If a void provision would be valid, legal and enforceable if some part of it were deleted, that void provision shall apply with such modification as may be necessary to make it valid, legal and enforceable and if it cannot be made valid, legal and enforceable it shall be deemed to be deleted.
- 14.4 A failure to exercise, or delay in exercising a right, power or remedy provided to a party by these Conditions or by law does not constitute a waiver of that, or any other, right, power or remedy and shall not (and nor shall any single or partial exercise of any such right, power or remedy) preclude the further exercise of that, or any other, right, power or remedy.
- 14.5 This Contract constitutes the entire Contract and understanding of the parties and supersedes and extinguishes all previous drafts, agreements and understandings between them, whether oral or in writing, relating to its subject matter. Each party acknowledges and agrees that in entering into this Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance, warranty or understanding made by or on behalf of a party (whether made innocently or negligently) which is not expressly set out in this Contract.
- 14.6 Neither Party shall have any claim for innocent or negligent misrepresentation based upon any statement, representation, assurance or warranty in this Contract.
- 14.7 No term of this Contract shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a Party to this Contract.
- 14.8 Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).
- 14.9 The Contract does not constitute, establish or imply any partnership, joint venture, agency, employment or fiduciary relationship between the parties. The Customer shall not have, nor represent that it has, any authority to make or enter into any commitments on a party's behalf or otherwise bind a party in any way.
- 14.10 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes and claims) shall be governed by and construed in accordance with the law of England and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any such matter.

Signed by

duly authorised for and on behalf of

Applied Data Science Partners Ltd

Signed by

duly authorised for and on behalf of

.....

.....