

Standard Service Terms and Conditions

Rapid Enterprise Solutions Limited

(Rapid X)

DATED 1st May 2024

STANDARD SERVICE TERMS AND CONDITIONS



BACKGROUND:

Rapid Enterprise Solutions Limited ("Rapid X") provides consultancy services in relation to SAP enterprise software and related matters to business clients. Rapid X has reasonable skill, knowledge and experience in that field. These Terms and Conditions shall apply to the provision of services by Rapid X to its clients.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Agreement"	means the agreement entered into by Rapid X and the Client incorporating these Terms and Conditions (or a variation thereof agreed upon by both Parties) which shall govern the provision of the Services;
"Business Day"	means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in London, England;
"Client"	means the party procuring the Services from Rapid X who shall be identified in the Agreement;
"Client Materials"	means any and all materials or technology that Client provides to Rapid X that are required for Rapid X to complete the Deliverables; Client Materials shall not be included in the Deliverables unless necessary to perform the Services;
"Commencement Date"	means the date on which provision of the Services will commence, as defined in the Agreement;
"Confidential Information"	Confidential Information means any and all confidential information, including without limitation any and all technical, financial, commercial or other information or trade secrets, (howsoever recorded, preserved or disclosed) disclosed by the disclosing party to the receiving party and either identified by a suitable legend or other marking as being confidential (or similar designation) in a prominent position or described as being confidential at the time of disclosure or which would reasonably be considered to be confidential having regard to all the circumstances of the disclosure; any information obtained by examination, testing or analysis in any way from such confidential information; and any derivative of any such confidential information;
"Consultants"	means, adequately skilled, trained and capable individuals provided by Rapid X to perform the Services for the Client;
"Data Protection Legislation"	means 1) the Data Protection Act 2018 ("DPA 2018") and any national implementing laws, regulations, and secondary legislation (as amended from time to time), in the UK and subsequently 2) any legislation which succeeds the DPA 2018.

“Deliverables”	means the work product from the Services that Rapid X performs pursuant to the Schedule and includes, but is not limited to, inventions, improvements, promotions, formulae, designs, models, prototypes, programs, sketches, drawings, manuals, Source Codes and plans;
“Fees”	means any and all sums due under the Agreement from the Client to Rapid X, as specified in the Agreement;
“Intellectual Property”	means, any patent, registered or unregistered trademark or service mark, copyright, registered design or mark, any application for any of the foregoing, any right in respect of technical or commercial information and any other form of protection;
“Locations and Premises”	means, the locations and premises as set out in the Schedule hereto;
“Prior Technology”	means any and all technology incorporated into the Deliverables that is developed or otherwise created by or on behalf of Rapid X or licensed by Rapid X, and which may be improved or modified in the course of developing the Deliverables;
“Programme”	means a schedule for the provision of the Services which shall set out relevant dates and times for the Services as set out in the Agreement;
“Project”	means the relevant project in relation to which Rapid X is to provide the Services, as fully described in the Agreement;
“Scheduled Services”	means, the provision of the services by Rapid X to the Client as set out in the Schedule hereto;
“Services”	means the services to be provided by Rapid X to the Client in accordance with Clause 2 of the Agreement, as fully defined in the Agreement, and subject to the terms and conditions of the Agreement;
“Term”	means the term of the Agreement as defined therein.
“Working Day”	means, a day (not being a Saturday, Sunday or public holiday), consisting of not less than 7 Working Hours;

- 1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
- 1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
 - 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 1.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions as amended or supplemented at the relevant time;
 - 1.2.4 a Clause or paragraph is a reference to a Clause of these Terms and Conditions; and
 - 1.2.5 a “Party” or the “Parties” refer to the parties to the Agreement.

- 1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.
- 1.6 References to persons shall include corporations.

2. Provision of the Services

- 2.1 With effect from the Commencement Date, Rapid X shall, throughout the Term of the Agreement, provide the Services to the Client.
- 2.2 Rapid X shall provide the Services with reasonable skill and care, commensurate with prevailing standards in the IT sector in the United Kingdom.
- 2.3 Rapid X shall act in accordance with all reasonable instructions given to it by the Client provided such instructions are compatible with the specification of Services provided in the Agreement.
- 2.4 Rapid X shall be responsible for ensuring that it complies with all statutes, regulations, bye-laws, standards, codes of conduct and any other rules relevant to the provision of the Services.
- 2.5 Rapid X shall keep the Client informed of all activities related to the Project by means of regular reports, supplied to the Client at regular intervals to be defined in the Agreement.
- 2.6 Rapid X shall, upon the commencement of the Agreement and from time to time, prepare and submit to the Client a Programme which shall set out relevant dates and times for the Services including, but not limited to:
 - 2.6.1 Start dates;
 - 2.6.2 Workshop or meeting dates;
 - 2.6.3 Milestone dates on which Rapid X is to complete certain parts of the Services in order to enable the Client's other contractors to proceed with their agreed services (or the relevant parts thereof);
- 2.7 Rapid X shall use all reasonable endeavours to accommodate any reasonable changes in the Programme that may be requested by the Client, subject to the Client's acceptance of any related reasonable changes to the Fees that may be due as a result of such changes.

3. Client's Obligations

- 3.1 The Client shall use all reasonable endeavours to provide all pertinent information to Rapid X that is necessary for Rapid X's provision of the Services. Such information shall include, but not necessarily be limited to, that pertaining to the priorities of the Project and the Project timetable.
- 3.2 The Client shall, within an agreed time of receiving a Programme from Rapid X, inform Rapid X in writing either of the Client's acceptance or shall submit, with detailed reasons, its reasons for non-acceptance including proposed changes.
- 3.3 The Client may, from time to time, issue reasonable instructions to Rapid X in relation to Rapid X's provision of the Services. Any such instructions should be compatible with the specification of the Services provided in the Agreement.
- 3.4 In the event that Rapid X requires the decision, approval, consent or any other communication from the Client in order to continue with the provision of the Services or any part thereof at any time, the Client shall provide the same in a reasonable and timely manner.
- 3.5 If any consents, licences or other permissions are needed from any third, it shall be the Client's responsibility to obtain the same in advance of the provision of the Services (or the relevant part thereof).
- 3.6 If the nature of the Services requires that Rapid X has access to the Client's premises or any other location, access to which is lawfully controlled by the Client, the Client shall ensure that Rapid X has access to the same at times to be agreed between Rapid X and the Client as required.
- 3.7 Any delay in the provision of the Services resulting from the Client's failure or delay in complying with any of the provisions of Clause 3 of the Agreement shall not be the responsibility or fault of Rapid X.

4. Appointment of Third-Party Consultants and Contractors
 - 4.1 The Client may, from time to time, appoint such other third-party consultants and contractors as required to perform other services necessary for the Project. Rapid X's involvement in such appointments shall not be required except in the event that the services provided by such third parties are likely at any time to duplicate, overlap, or in any other manner interfere with the Services provided by Rapid X.
 - 4.2 Any and all third party consultants and contractors appointed to the Project shall be required to cooperate fully with Rapid X and to provide promptly any and all such information reasonably required by Rapid X to enable Rapid X to provide the Services and comply with the Agreement.
 - 4.3 Rapid X shall be required to cooperate fully with any and all third party consultants and contractors appointed to the Project and to provide promptly any and all such information reasonably required by any such consultants and contractors to enable them to provide the relevant agreed services to the Client in compliance with all relevant agreements.
 - 4.4 The Client shall keep Rapid X fully informed of any third-party consultants and contractors appointed to the Project and shall provide details of the same.
 - 4.5 In certain cases, Rapid X may require third party consultants and contractors appointed by the Client to consider and comment upon certain work completed by Rapid X, where such work relates to the services provided by those third-party consultants and contractors, in order that Rapid X may make any reasonably necessary and appropriate adjustments and revisions to that work.
5. Fees, Expenses and Late Payment
 - 5.1 The Client shall pay the Fees to Rapid X in accordance with the provisions of the Agreement.
 - 5.2 Rapid X shall invoice the Client for Fees due in accordance with the provisions of the Agreement.
 - 5.3 All Fees quoted to the Client are exclusive of VAT, which Rapid X shall add to its invoices at the appropriate rate.
 - 5.4 Where Services are provided on a time and materials basis:
 - 5.4.1 the charges payable for the Services shall be calculated in accordance with Rapid X's quoted daily Fee rates for each individual person and are calculated on the basis of a 7.5-hour day, worked between 9:00 am and 5:30 pm on Working Days and otherwise by arrangement between the parties;
 - 5.4.2 Rapid X will ensure that every individual whom it engages in relation to the Services completes time sheets recording time spent on the Services or Deliverables; and
 - 5.4.3 Rapid X will invoice the Client monthly in arrears for its charges for time, expenses and materials (together with VAT where appropriate) for the month concerned.
 - 5.5 Where Services are provided for a fixed price, the total price for the Services is set out in the Agreement. Upon completion of the Services or when an agreed instalment is due, Rapid X shall invoice the Client for the charges that are then payable, together with any expenses which have not been expressly included in the fixed price, and VAT.
 - 5.6 The Client shall reimburse Rapid X for all expenses properly incurred in the provision of the Services, subject to any limits as specified in the Agreement. Rapid X will present valid receipts for such expenses on request.
 - 5.7 All payments required to be made pursuant to the Agreement shall be made by the due date specified on the relevant invoice.
 - 5.8 All payments required to be made pursuant to the Agreement shall be made in GBP in cleared funds to such bank as Rapid X may from time to time nominate, without any set-off, withholding or deduction except such amount (if any) of tax as the Client is required to deduct or withhold by law.
 - 5.9 Where any payment pursuant to the Agreement is required to be made on a day that is not a Business Day, it may be made on the next following Business Day.
 - 5.10 If the Client fails to make any payment due to Rapid X under Clause 5 by the date it falls due, without prejudice to any other right or remedy available to Rapid X, Rapid X shall be entitled to:
 - 5.10.1 suspend this agreement indefinitely by giving written notice to the Client provided that the Client fails to make the due payment within 30 Working Days' after receiving written notice giving full particulars of the payment due and requiring such payment to be made within 10 Working Days';

- 5.10.2 appropriate any payment made by the Client to such of the Services (or services supplied under any other agreement between the Client and Rapid X) as Rapid X may think fit (notwithstanding any purported apportionment by the Client); and
- 5.10.3 charge the Client interest (both before and after any judgement) on the amount unpaid, on a daily basis at the rate of two per cent per annum above Royal Bank of Scotland base rate from time to time until payment in full is made.

6. Liability, Indemnity and Insurance

- 6.1 Rapid X shall ensure that it has in place at all times suitable and valid insurance that shall include public liability insurance in respect of accidents or injury to persons or property arising out of the performance of its obligations under this Agreement or of the employment of any person, the cover provided being not less than £5,000,000 (five million pounds) for each claim.
- 6.2 Rapid X will carry employer's liability insurance with a minimum indemnity of any minimum limit imposed by statute.
- 6.3 Rapid X shall effect and keep in force, a Professional Indemnity Insurance policy, sufficient to indemnify the Client against liability for direct damages costs and expenses in respect of any act, error or omission on the part of:
 - 6.3.1 the insured, i.e. Rapid X;
 - 6.3.2 any employee or Director of Rapid X;
 - 6.3.3 any other person, partnership, firm or company acting for or on behalf of the Rapid X (including sub-contractors) in or about the conduct of Rapid X's business;where the value of such indemnity is limited to £5,000,000 in aggregate.
- 6.4 Rapid X's total liability for any loss or damage in respect of any individual occurrence or a series thereof arising out of any one event shall be limited either to the sum defined in sub-Clause 6.3 or to the net contribution calculated in accordance with sub-Clause 6.5 of the Agreement, whichever is the smaller sum.
- 6.5 The net contribution referred to in sub-Clause 6.4 shall be calculated on the basis of what is deemed just and equitable for Rapid X to pay taking into account Rapid X's responsibility for the loss or damage in question and comparing that responsibility with that of all other third parties providing services for the Project for the same loss or damage. The net contribution shall be assessed on the following assumptions:
 - 6.5.1 that such third parties have provided to the Client contractual undertakings which are no less onerous than those under the Agreement with Rapid X with respect to liability for such loss or damage;
 - 6.5.2 that there are no exclusions or limitations of liability nor joint insurance or co-insurance provisions between the Client and any such third party; and
 - 6.5.3 that such third parties are deemed to have paid to the Client such sums as it would be just and equitable for them to pay, having regard to the extent of their responsibility for the loss or damage in question.
- 6.6 Rapid X shall not be liable for any loss or damage suffered by the Client that results from the Client's failure to follow any instructions given by Rapid X.
- 6.7 Rapid X's cumulative liability for all claims and losses (other than for death which shall be unlimited) shall be limited at all times to £5,000,000
- 6.8 Rapid X agrees to indemnify the Client against any liability for taxes, duties, contributions and levies which may be found to be due from the Client by reason of any payment made under or in connection with this Agreement or any liability of the Client for penalties and interest on the same by reason of Rapid X failing to account to the relevant tax authorities in respect of the fees paid pursuant to this Agreement.
- 6.9 Neither party shall be liable to the other or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of its obligations under this Agreement if the delay or failure was due to any cause beyond its reasonable control
- 6.10 Nothing in the Agreement shall limit or exclude Rapid X's liability for death or personal injury.
- 6.11 The Client shall indemnify Rapid X against any costs, liability, damages, loss, claims or proceedings arising from loss or damage to any equipment (including that belonging to any third parties appointed by Rapid X) caused by the Client or its agents or employees.

7. Guarantee

- 7.1 Rapid X shall guarantee that the product of all Services provided shall be free from any and all defects for a period that shall be defined in the Agreement.
- 7.2 If any defects in the product of the Services appear during the guarantee period set out in the Agreement Rapid X shall rectify any and all such defects at no cost to the Client.

8. Confidentiality

- 8.1 Except as provided by sub-Clause 8.2 of the Agreement or as authorised in writing by the other Party, each Party shall, at all times during the continuance of the Agreement and for 2 years after its termination:
 - 8.1.1 keep confidential all Confidential Information;
 - 8.1.2 not disclose any Confidential Information to any other party;
 - 8.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of the Agreement;
 - 8.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and
 - 8.1.5 ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 8.1.1 to 8.1.4 of the Agreement.
- 8.2 Either Party may:
 - 8.2.1 disclose any Confidential Information to:
 - 8.2.1.1 any sub-contractor or supplier of that Party;
 - 8.2.1.2 any governmental or other authority or regulatory body; or
 - 8.2.1.3 any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;to such extent only as is necessary for the purposes contemplated by the Agreement (including, but not limited to, the provision of the Services), or as required by law. In each case that Party shall first inform the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body under sub-Clause 8.2.1.2 or any employee or officer of any such body) obtaining and submitting to the other Party a written confidentiality undertaking from the party in question. Such undertaking should be as nearly as practicable in the terms of Clause 8 of the Agreement, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and
 - 8.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of the Agreement, or at any time after that date, becomes public knowledge through no fault of that Party. In making such use or disclosure, that Party must not disclose any part of the Confidential Information that is not public knowledge.
- 8.3 The provisions of Clause 8 of the Agreement shall continue in force in accordance with their terms, notwithstanding the termination of the Agreement for any reason.

9. Force Majeure

No Party to the Agreement will be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to; power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

10. Term and Termination

- 10.1 The Agreement shall come into force on the agreed commencement date and shall continue for an agreed Term from that date, subject to the provisions of Clause 10 of the Agreement.
- 10.2 Either Party shall have the right, exercisable by giving not less than 30 days' written notice to the other at

any time prior to the expiry of the term specified in sub-Clause 10.1 of the Agreement (or any further period for which the Agreement has been extended) to extend the Agreement for a further period.

- 10.3 Either Party may terminate the Agreement by giving to the other not less than 30 days' written notice, to expire on or at any time after the minimum term of the Agreement (which shall be defined in the Agreement).
- 10.4 Either Party may immediately terminate the Agreement by giving written notice to the other Party if:
- 10.4.1 any sum owing to that Party by the other Party under any of the provisions of the Agreement is not paid within 40 Business Days of the due date for payment;
 - 10.4.2 the other Party commits any other breach of any of the provisions of the Agreement and, if the breach is capable of remedy, fails to remedy it within 30 Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;
 - 10.4.3 an encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;
 - 10.4.4 the other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
 - 10.4.5 the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or reconstruction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under the Agreement);
 - 10.4.6 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party;
 - 10.4.7 that other Party ceases, or threatens to cease, to carry on business; or
 - 10.4.8 control of that other Party is acquired by any person or connected persons not having control of that other Party on the date of the Agreement. For the purposes of Clause 10, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.
- 10.5 For the purposes of sub-Clause 10.4.2, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.
- 10.6 The rights to terminate the Agreement shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

11. Effects of Termination

Upon the termination of the Agreement for any reason:

- 11.1 any sum owing by either Party to the other under any of the provisions of the Agreement shall become immediately due and payable;
- 11.2 all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement shall remain in full force and effect;
- 11.3 termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedies which any Party may have in respect of any breach of the Agreement which existed at or before the date of termination;
- 11.4 subject as provided in Clause 11 of the Agreement, and except in respect of any accrued rights, neither Party shall be under any further obligation to the other; and
- 11.5 each Party shall (except to the extent referred to in Clause 8 of the Agreement) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party any documents in its possession or control which contain or record any Confidential Information.

12. Data Protection

- 12.1 All personal information that Rapid X may use will be collected, processed, and held in accordance with the provisions of the Data Protection Act 2018 ("DPA 2018") and the Client's rights under the DPA 2018.
- 12.2 For complete details of Rapid X's collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of the Client's rights and how to exercise them, and personal data sharing (where applicable), please refer to Rapid X's Data Protection Policy.

13. Data Processing

- 13.1 In this Clause 13 and in the Agreement, "personal data", "data subject", "data controller", "data processor", and "personal data breach" shall have the meaning defined in the Data Protection Act 2018.
- 13.2 Both Parties shall comply with all applicable data protection requirements set out in the Data Protection Legislation. Neither this Clause 13 nor the Agreement shall relieve either Party of any obligations set out in the Data Protection Legislation and shall not remove or replace any of those obligations.
- 13.3 For the purposes of the Data Protection Legislation and for this Clause 13 and the Agreement, Rapid X is the "Data Processor", and the Client is the "Data Controller".
- 13.4 The type(s) of personal data, the scope, nature and purpose of the processing, and the duration of the processing shall be set out in a Schedule to the Agreement.
- 13.5 The Data Controller shall ensure that it has in place all necessary consents and notices required to enable the lawful transfer of personal data to the Data Processor for the purposes described in these Terms and Conditions and the Agreement and any Schedule(s) to the Agreement.
- 13.6 The Data Processor shall, with respect to any personal data processed by it in relation to its performance of any of its obligations under these Terms and Conditions and the Agreement:
 - 13.6.1 Process the personal data only on the written instructions of the Data Controller unless the Data Processor is otherwise required to process such personal data by law. The Data Processor shall promptly notify the Data Controller of such processing unless prohibited from doing so by law.
 - 13.6.2 Ensure that it has in place suitable technical and organisational measures (as approved by the Data Controller) to protect the personal data from unauthorised or unlawful processing, accidental loss, damage or destruction. Such measures shall be proportionate to the potential harm resulting from such events, taking into account the current state of the art in technology and the cost of implementing those measures. Measures to be taken shall be agreed between the Data Controller and the Data Processor and set out in the Schedule to the Agreement.
 - 13.6.3 Ensure that any and all staff with access to the personal data (whether for processing purposes or otherwise) are contractually obliged to keep that personal data confidential; and
 - 13.6.4 Not transfer any personal data outside of the European Economic Area unless the following conditions are satisfied:
 - 13.6.4.1 The Data Controller and/or the Data Processor has/have provided suitable safeguards for the transfer of personal data;
 - 13.6.4.2 Affected data subjects have enforceable rights and effective legal remedies;
 - 13.6.4.3 The Data Processor complies with its obligations under the Data Protection Legislation, providing an adequate level of protection to any and all personal data so transferred; and
 - 13.6.4.4 The Data Processor complies with all reasonable instructions given in advance by the Data Controller with respect to the processing of the personal data.
 - 13.6.5 Assist the Data Controller at the Data Controller's cost, in responding to any and all requests from data subjects in ensuring its compliance with the Data Protection Legislation with respect to security, breach notifications, impact assessments, and consultations with supervisory authorities or regulators (including, but not limited to, the Information Commissioner's Office);
 - 13.6.6 Notify the Data Controller without undue delay of a personal data breach;
 - 13.6.7 On the Data Controller's written instruction, delete (or otherwise dispose of) or return all personal data and any and all copies thereof to the Data Controller on termination of the Agreement unless it is required to retain any of the personal data by law; and

13.6.8 Maintain complete and accurate records of all processing activities and technical and organisational measures implemented necessary to demonstrate compliance with this Clause 13 and the Agreement and to allow for audits by the Data Controller and/or any party designated by the Data Controller.

13.7 Either Party may, at any time, and on at least 30 days' notice, alter the data protection provisions of the Agreement, replacing them with any applicable data processing clauses or similar terms that form part of an applicable certification scheme. Such terms shall apply when replaced by attachment to the Agreement.

14. No Waiver

No failure or delay by either Party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

15. Further Assurance

Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of the Agreement into full force and effect.

16. Costs

Subject to any provisions to the contrary each Party shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of the Agreement.

17. Set-Off

Neither Party shall be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under the Agreement or any other agreement at any time.

18. Assignment and Sub-Contracting

18.1 Subject to sub-Clause 18.2 The Agreement shall be personal to the Parties. Neither Party may assign, mortgage, charge (otherwise than by floating charge) or sub-licence or otherwise delegate any of its rights thereunder, or sub-contract or otherwise delegate any of its obligations thereunder without the written consent of the other Party, such consent not to be unreasonably withheld.

18.2 Rapid X shall be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of the Agreement, be deemed to be an act or omission of Rapid X.

19. Time

The times and dates referred to in the Agreement shall be for guidance only and shall not be of the essence of the Agreement and may be varied by mutual agreement between the Parties.

20. Relationship of the Parties

Nothing in the Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in the Agreement.

21. Non-Solicitation

The Client shall not, without the prior written consent of Rapid X, at any time from the date of this Agreement to the expiry of 12 months after the last date of supply of the Services or termination of this Agreement (whichever is the latest), solicit or entice away from Rapid X or employ or attempt to employ any person who is or has been, engaged as an employee, consultant or sub-contractor of Rapid X.

22. Third-Party Rights

- 22.1 No part of the Agreement is intended to confer rights on any third parties and accordingly, the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.
- 22.2 Subject to Clause 22 of the Agreement, the Agreement shall continue and be binding on the transferee, successors and assigns of either Party as required.

23. Notices

- 23.1 All notices to be given under this Agreement by either party to the other shall be in writing and shall either be delivered personally or sent by first class pre-paid post or email and shall be deemed duly served:
 - 23.1.1 in the case of a notice delivered personally, at the time of delivery;
 - 23.1.2 in the case of a notice sent inland by first class prepaid post, 2 Business Days after the date of dispatch;
 - 23.1.3 in the case of a notice sent overseas by airmail prepaid post, 7 Business Days (being Business Days in the place to which the notice is dispatched) after the date of dispatch; and
 - 23.1.4 in the case of email, if sent during normal Business Hours then at the time of transmission and if sent outside normal Business Hours then on the next following Business Day.
- 23.2 In each case, notices shall be addressed to the most recent address or e-mail address notified to the other Party.

24. Entire Agreement

- 24.1 The Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.
- 24.2 Each Party shall acknowledge that, in entering into the Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in the Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

25. Counterparts

The Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

26. Severance

In the event that one or more of the provisions of the Agreement and/or of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of the Agreement and/or these Terms and Conditions. The remainder of the Agreement and/or these Terms and Conditions shall be valid and enforceable.

27. Dispute Resolution

- 27.1 Any dispute which arises between the Parties in connection with this Agreement shall first be discussed, and if possible, resolved, by the Rapid X Project Manager and the Client contact.
- 27.2 If the Parties fail to resolve the dispute within five (5) Business Days then either Party, by notice in writing to the other, may refer the dispute to their senior officers who shall co-operate in good faith to resolve the dispute as amicably as possible within fourteen (14) days of service of such notice.
- 27.3 If within 15 days of the Parties meeting in accordance with 27.2 and failing to agree a resolution or if they have been unable to set a date to hold said meeting and are therefore still unable to resolve the dispute by negotiation, the dispute will be referred for facilitating mediation in accordance with the provisions of CEDR (Centre for Effective Dispute Resolution, 70 Fleet Street, London, EC4Y 1EU) procedures. The Parties shall, normally within ten (10) working days, select by mutual agreement a mediator from a list of suitably qualified mediators proposed by CEDR. Upon appointment of the mediator:

- 27.3.1 each Party shall promptly make available to the mediator a written précis on the dispute; and
 - 27.3.2 the mediator shall agree with the Parties the date and venue for the commencement of the mediation process.
 - 27.4 The Parties undertake to negotiate through the mediator in a spirit of goodwill and to enter into the process with the objective of settling the dispute. All negotiations connected with the dispute shall be conducted in the strictest confidence and without prejudice to the rights of the Parties in any future legal proceedings. If no settlement is agreed within 10 working days from the date on which the mediation commenced, the mediation process shall be terminated and either Party shall be free to proceed to court.
 - 27.5 If the Parties reach a settlement, such settlement shall be reduced to writing and, once signed by a duly authorised representative of each of the Parties, shall become binding on the Parties and shall be implemented by the Parties in accordance with its terms.
 - 27.6 The Parties shall each bear their own costs arising from the dispute resolution process, but the costs and expenses of any mediation shall be borne by the Parties equally.
 - 27.7 Neither Party shall initiate any legal action in respect of a dispute until the process described in clauses 27.1 and 27.2 has been completed unless such Party has cause to do so in order to avoid damage to its business or to protect or preserve any right of action it may have.
 - 27.8 Each Party agrees that during the period in which a Dispute is being resolved as set forth in clause 27, it will continue to meet its obligations under the terms and conditions of this Agreement. Any and all time periods set forth above may be extended by mutual consent of the Parties in writing. The content of any and all discussions, negotiations, agreements, and/or disclosures made during this Dispute resolution process shall be Confidential Information and as such shall not be released to the public.
 - 27.9 Nothing in Clause 27 of the Agreement shall prohibit either Party or its affiliates from applying to a court for interim injunctive relief.
28. Intellectual Property
- 28.1 The parties agree that all Intellectual Property in all the Deliverables specifically produced by or on behalf of Rapid X in connection with or relating to this Agreement shall vest in and belong to Rapid X. All written reports, analyses and other working documentation delivered by Rapid X to Client in the performance of the Services, subject to and exclusive of any Intellectual Property embodied therein, belong to Client. Any Client Materials furnished for use by Rapid X remain Client property. Nothing herein shall preclude Rapid X from developing, using or marketing similar materials.
 - 28.2 Upon Client's payment in full for Deliverables, and to the extent that Prior Technology or Rapid X Intellectual Property is contained in the Deliverables, Rapid X shall grant the Client a non-exclusive, non-transferable, royalty-free, worldwide license to use the Intellectual Property for the purpose for which the Deliverables were provided; this includes allowing access and use of such deliverables by the client, client contractors and service providers where this is required for the purposes of providing support. Client shall not sub-license or otherwise transfer to any third party any Rapid X Intellectual Property.
29. Law and Jurisdiction
- 29.1 The Agreement and these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
 - 29.2 Subject to the provisions of Clause 27 of the Agreement, any dispute, controversy, proceedings or claim between the Parties relating to the Agreement or these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.