

1 Interpretation

1.1 The following definitions and rules of interpretation apply in this agreement:

Applicable Laws: all applicable laws, statutes and regulations from time to time in force.

Available Services: the services set out in Schedule 1.

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Change Order: a document or other statement in writing setting out changes to the Services which have been agreed by the parties.

Client Data: the data (including any personal data as defined in the Data Protection Legislation) inputted by the Client or by the Supplier on the Client's behalf for the purpose of using the Services or facilitating the Client's use of the Services.

Client's Equipment: any equipment, including tools, systems, cabling or facilities, provided by the Client, its agents, subcontractors or consultants which is used directly or indirectly in the supply of the Services including any such items specified in a Statement of Work.

Client Materials: all documents, information, items and materials in any form, whether owned by the Client or a third party, which are provided by the Client to the Supplier in connection with the Services, including the items provided pursuant to clause 5.1.3.

Data Protection Legislation: all applicable privacy and data protection laws including the Data Protection Act 2018 and the GDPR and any applicable national implementing laws, regulations and secondary legislation in England and Wales relating to the processing of Personal Data and the privacy of electronic communications, as amended, replaced or updated from time to time, including the Privacy and Electronic Communications Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426).

Deliverables: the output of the Services to be provided by the Supplier to the Client and which are specified in a Statement of Work.

Effective Date: the date on which this agreement comes into force as stated on the front page of this agreement.

Foreground IPRs: all Intellectual Property Rights in the Deliverables, other than Supplier Background IPRs and which is stated in a Statement of Work.

GDPR: General Data Protection Regulation ((EU) 2016/679).

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and 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.

Licence Fee: the fee payable by the Client for the supply of the SaaS Services, as set out in the relevant Statement of Work.

Reference Charges: the standard charges for the Available Services or the framework for calculating them as set out in Schedule 1.

SaaS Services: the SaaS Services to be provided by the Supplier as set out in the relevant Statement of Work.

Services: any or all (as the context requires) of the Available Services which are provided by the Supplier under a Statement of Work.

Software: the code use of which is licensed by the Supplier as part of the SaaS Services in accordance with this agreement and the relevant Statement of Work.

SoW Charges: the sums payable for the Services as set out in a Statement of Work (including, where the SaaS Services are taken, the Licence Fee and Usage Fee).

Statement of Work: a detailed plan, agreed in accordance with clause 3, describing the services to be provided by the Supplier, the timetable for their performance and the related matters listed in the template statement of work set out in Schedule 2.

Supplier Background IPRs: all Intellectual Property Rights that are owned by or licensed to the Supplier and which are or have been developed independently of this agreement in each case either subsisting in the Deliverables or otherwise necessary or desirable to enable the Client to receive and use the Services.

Supplier's Equipment: any equipment, including tools, systems, cabling or facilities, provided by the Supplier to the Client and used directly or indirectly in the supply of the Services, including any such items specified in a Statement of Work but excluding any such items which are the subject of a separate agreement between the parties under which title passes to the Client.

Term: the duration of this agreement as defined in clause 2.1.

Usage Fee: the fee charged in accordance with a relevant the Statement of Work, being an amount that is calculated on the basis of the usage of the SaaS Services.

VAT: value added tax chargeable under the Value Added Tax Act 1994.

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

1.2 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and

permitted assigns.

1.3 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.4 A reference to writing or written includes email.

2 Commencement and duration

2.1 This agreement shall commence on the Effective Date and shall continue, unless terminated earlier in accordance with clause 14.

2.2 The Client may procure any of the Available Services by agreeing a Statement of Work with the Supplier pursuant to clause 3.

2.3 The Supplier shall provide the Services from the date specified in the relevant Statement of Work.

3 Statements of Work

3.1 Each Statement of Work shall be agreed in the following manner:

3.1.1 the Client shall ask the Supplier to provide any or all of the Available Services and provide the Supplier with as much information as the Supplier reasonably requests in order to prepare a draft Statement of Work for the Available Services requested;

3.1.2 following receipt of the information requested from the Client the Supplier shall, as soon as reasonably practicable either:

(a) inform the Client that it declines to provide the requested Available Services; or

(b) provide the Client with a draft Statement of Work.

3.1.3 if the Supplier provides the Client with a draft Statement of Work pursuant to clause 3.1.2(b), the Supplier and the Client shall discuss and agree that draft Statement of Work; and

3.1.4 both parties shall sign the draft Statement of Work when it is agreed.

3.2 Unless otherwise agreed, the SoW Charges shall be calculated in accordance with the Reference Charges.

3.3 Once a Statement of Work has been agreed and signed in accordance with clause 3.1.4, no amendment shall be made to it except in accordance with clause 7 or clause 18.

3.4 Each Statement of Work shall form a separate contract on the terms of this agreement.

3.5 Regardless of the provisions of the remainder of this clause 3 a Statement of Work shall be considered to be accepted by the Client if the Supplier begins to perform any of the services under that Statement of Work.

3.6 In the event that there is any conflict or ambiguity between the provisions of this agreement and the provisions of any Statement of Work the provisions of the Statement of Work shall prevail

4 Supplier's responsibilities

4.1 The Supplier shall use reasonable endeavours to provide the Services, and deliver the Deliverables to the Client, in accordance with a Statement of Work in all material respects.

4.2 The Supplier shall use reasonable endeavours to meet any performance dates specified in a Statement of Work but any such dates shall be estimates only and time for performance by the Supplier shall not be of the essence of this agreement.

5 Client's obligations

5.1 The Client shall:

5.1.1 co-operate with the Supplier in all matters relating to the Services;

5.1.2 provide, for the Supplier, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Client's premises, office accommodation, data and other facilities as required by the Supplier including any such access as is specified in a Statement of Work;

5.1.3 provide to the Supplier in a timely manner all documents, information, items and materials in any form (whether owned by the Client or a third party) required under a Statement of Work or otherwise reasonably required by the Supplier in connection with the Services and ensure that they are accurate and complete;

5.1.4 ensure that all the Client's Equipment is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant United Kingdom standards or requirements;

5.1.5 obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable the Supplier to provide the Services, including in relation to the installation of the Supplier's Equipment, the use of all Client Materials and the use of the Client's Equipment, in all cases before the date on which the Services are to start; and

5.1.6 keep and maintain the Supplier's Equipment in good condition and not dispose of or use the Supplier's Equipment other than in accordance with the Supplier's written instructions or authorization;

5.1.7 ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time; and

5.1.8 be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Supplier's cloud platform, and all problems, conditions, delays, delivery failures and for all other loss or damage arising from or relating to the Client's network connections or telecommunications links or caused by the internet.

5.2 If the Supplier's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees then, without prejudice to any other right or remedy it may have, the Supplier shall be allowed an extension of time to perform its obligations equal to the delay caused by the Client, to recover any costs or expenses incurred as a relation of such delay (including any platform or hosting fees) and to charge for any additional work or wasted time resulting from such act or omission.

6 SaaS Services

6.1 In the event that the parties have entered into a Statement of Work for the SaaS Services and subject to the Client paying the Licence Fee and the Usage Fee in accordance with this agreement and the relevant Statement of Work, the Supplier hereby grants to the Client a non-exclusive, non-transferable, non-licensable right to use the SaaS Services during the Licence Term on and subject to the terms of this agreement and the remainder of this clause 6 will apply.

6.2 For the avoidance of doubt, the Supplier grants to the Client a revocable, non-exclusive, non-transferable, non-licensable right to use the Software used in the delivery of the SaaS Services for the duration of the Licence Term.

6.3 The Supplier shall use its reasonable endeavours to make the SaaS Services available 24 hours a day, seven days a week, except for planned maintenance performed inside or outside Business Hours, provided that the Supplier has used reasonable endeavours to give the Client

at least 6 Business Hours' notice in advance.

6.4 The Client undertakes that:

6.4.1 it will not allow or suffer any individual to make use of the SaaS Services who is not an employee, agent or independent contractor of or to the Client or a Client of the Client authorised to make use of the Services;

6.5 The Client shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the SaaS Services that:

6.5.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

6.5.2 facilitates illegal activity;

6.5.3 depicts sexually explicit images;

6.5.4 promotes unlawful violence;

6.5.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

6.5.6 in a manner that is otherwise illegal or causes damage or injury to any person or property;

and the Supplier reserves the right, without liability or prejudice to its other rights to the Client, to disable the Client's access to any material that breaches the provisions of this clause.

6.6 The Client shall not:

6.6.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this agreement:

6.6.2 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software (as applicable) in any form or media or by any means; or

6.6.3 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

6.6.4 access all or any part of the SaaS Services in order to build a product or service which competes with the SaaS Services; or

6.6.5 use the SaaS Services to provide or resell similar services to third parties; or

6.6.6 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the SaaS Services available to any third party, or

6.6.7 attempt to obtain, or assist third parties in obtaining, access to the SaaS Services, other than as provided under this clause 6.

6.7 The Client shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the SaaS Services and, in the event of any such unauthorised access or use, promptly notify the Supplier.

7 Change control

7.1 Either party may propose changes to the scope or execution of the Services but no proposed changes shall come into effect until a relevant Change Order has been signed by both parties.

8 Charges and payment

8.1 In consideration of the provision of the Services by the Supplier, the Client shall pay the SoW Charges.

8.2 Where the SoW Charges are not quoted on a fixed price basis, the SoW Charges will be

calculated on a time and materials basis and the Client agrees that:

8.2.1 the SoW Charges quoted in the Statement of Work are an estimate only and the Supplier makes no guarantee that the SoW Charges will not exceed the amount quoted;

8.2.2 the Supplier's daily fee rates for each individual person as set out in the Reference Charges or a Statement of Work (as the case may be) are calculated on the basis of a seven-and-a-half-hour day, worked during Business Hours (pro-rated where determined by the Supplier e.g. where additional work has been done over and above that in a Statement of Work); and

8.2.3 the Supplier shall be entitled to charge an overtime rate of 150% of the daily fee rate set out in the Reference Charges or a Statement of Work (as the case may be) on a pro-rata basis for any time worked by individuals whom it engages on the Services outside Business Hours to be agreed upon in advance.

8.3 The SoW Charges exclude the following, which shall be payable by the Client monthly in arrears, following submission of an appropriate invoice:

8.3.1 the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services to be agreed upon in advance; and

8.3.2 the cost to the Supplier of any materials or services procured by the Supplier from third parties for the provision of the Services as such items and their cost are approved by the Client in advance from time to time.

8.4 The Supplier may increase the Reference Charges and any SoW Charges not calculated in accordance with the Reference Charges on an annual basis with effect from each anniversary of the date of this agreement in line with the percentage increase in the Retail Prices Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the date of this agreement and shall be based on the latest available figure for the percentage increase in the Retail Prices Index to be informed in advance.

8.5 Any increase in the Reference Charges shall affect:

8.5.1 the SoW Charges (to the extent that they are calculated in accordance with the Reference Charges) in Statements of Work in force at the date the increase takes effect; and

8.5.2 the calculation of the SoW Charges for Statements of Work entered into after the date the increase takes effect.

8.6 The Supplier shall invoice the Client for the SoW Charges at the intervals specified in the Statement of Work. If no intervals are specified, the following shall apply:

8.6.1 where the Services are in relation to training and/or education services, the Supplier may invoice in advance of the Services being performed;

8.6.2 in relation to all other Services, the Supplier may invoice at the end of any month during which the Services are performed; and

8.6.3 in relation to Licence Fees the Supplier shall invoice monthly in advance.

8.7 The Client shall pay each invoice submitted to it by the Supplier within 30 days of receipt to a bank account nominated in writing by the Supplier from time to time.

8.8 Without prejudice to any other right or remedy that it may have, if the Client fails to pay the Supplier any sum due under this agreement on the due date:

8.8.1 the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%; and

8.8.2 the Supplier may suspend part or all of the Services until payment has been made in full.

8.9 All sums payable to the Supplier under this agreement:

- 8.9.1 are exclusive of VAT, and the Client shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and
- 8.9.2 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).

9 Intellectual property rights

9.1 The Supplier and its licensors shall retain ownership of all Supplier Background IPRs and the Software. The Client and its licensors shall retain ownership of all Client Materials.

9.2 Subject to payment of the applicable SoW Charges, the Supplier assigns to the Client the Foreground IPRs.

9.3 The Client grants the Supplier a fully paid-up, non-exclusive, royalty-free licence to:

9.3.1 use, copy and modify the Client Materials; and

9.3.2 use, copy and modify the Foreground IPRs,

for the term of the applicable Statement of Work for the purpose of providing the Services to the Client in accordance with the Statement of Work.

9.4 The Supplier:

9.4.1 warrants that the receipt, use of the Services and the Deliverables by the Client shall not infringe the rights, including any Intellectual Property Rights, of any third party;

9.4.2 shall, subject to clause 13.3, indemnify the Client against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred or paid by the Client arising out of or in connection with any claim brought against the Client for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use of the Services and the Deliverables.

9.4.3 shall not be in breach of the warranty at clause 9.4.1, and the Client shall have no claim under the indemnity at clause 9.4.2 to the extent the infringement arises from:

(a) the use of Client Materials in the development of, or the inclusion of the Client Materials in, the Services or any Deliverable;

(b) any modification of the Services or any Deliverable, other than by or on behalf of the Supplier; or

(c) compliance with the Client's specifications or instructions.

9.5 The Client:

9.5.1 warrants that the receipt and use in the performance of this agreement by the Supplier, its agents, subcontractors or consultants of the Client Materials shall not infringe the rights, including any Intellectual Property Rights, of any third party; and

9.5.2 shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred or paid by the Supplier arising out of or in connection with any claim brought against the Supplier, its agents, subcontractors or consultants for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt or use in the performance of this agreement of the Client Materials.

9.6 If either party (Indemnifying Party) is required to indemnify the other party (Indemnified Party) under this clause 9, the Indemnified Party shall:

9.6.1 notify the Indemnifying Party in writing of any claim against it in respect of which it

wishes to rely on the indemnity at clause 9.4.2 or clause 9.5.2 (as applicable) (IPRs Claim);

9.6.2 allow the Indemnifying Party, at its own cost, to conduct all negotiations and proceedings and to settle the IPRs Claim, always provided that the Indemnifying Party shall obtain the Indemnified Party's prior approval of any settlement terms, such approval not to be unreasonably withheld;

9.6.3 provide the Indemnifying Party with such reasonable assistance regarding the IPRs Claim as is required by the Indemnifying Party, subject to reimbursement by the Indemnifying Party of the Indemnified Party's costs so incurred; and

9.6.4 not, without prior consultation with the Indemnifying Party, make any admission relating to the IPRs Claim or attempt to settle it, provided that the Indemnifying Party considers and defends any IPRs Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Indemnified Party into disrepute.

10 Compliance with laws

10.1 In performing its obligations under this agreement, each party shall comply with the Applicable Laws.

10.2 Changes to the Services required as a result of changes to the Applicable Laws shall be made by the Supplier and shall not, for the avoidance of doubt, be subject to the change control procedure set out in clause 7.

11 Data protection and data processing and Client Data

11.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 11 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

11.2 The Client shall own all right, title and interest in and to all of the Client Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Client Data.

11.3 Without prejudice to the generality of clause 11.1 or clause 11.2, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of any personal data (as defined in the Data Protection Legislation) (Personal Data) to the Supplier for the duration and purposes of this agreement.

11.4 Without prejudice to the generality of clause 11.1, the Supplier shall, in relation to any Personal Data processed by it as a data processor and in connection with the performance by the Supplier of its obligations under this agreement:

11.4.1 process that Personal Data only on the written instructions of the Client unless the Supplier is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Supplier to process Personal Data (Applicable Data Processing Laws). Where the Supplier is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Supplier shall promptly notify the Client of this before performing the processing required by the Applicable Data Processing Laws unless those Applicable Data Processing Laws prohibit the Supplier from so notifying the Client;

11.4.2 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, 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;

11.4.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

11.4.4 not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:

- (a) the Client or the Supplier has provided appropriate safeguards in relation to the transfer;
- (b) the data subject has enforceable rights and effective legal remedies;
- (c) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- (d) the Supplier complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
- (e) the Supplier will obtain prior written permission from the Client in respect of any data transfer outside of the EEA. The Client may provide a written waiver to allow data transfer outside of the EEA subject to an appropriate assessment of the risk and adherence to the regulations under which the data is governed;

11.4.5 assist the Client, at the Client's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

11.4.6 notify the Client without undue delay on becoming aware of a Personal Data breach;

11.4.7 at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of the agreement unless required by Applicable Data Processing Law to store the Personal Data; and

11.4.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 11.4.

11.5 The Client consents to the Supplier appointing IBM, Microsoft, Google, Make, Twilio and Amazon as a third-party processor of Personal Data under this agreement. The Supplier confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement substantially on that third party's standard terms of business. As between the Client and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 11.5.

11.6 The Supplier shall follow its archiving procedures for Client Data which will, insofar as it is required to do so comply with the Data Protection Legislation. In the event of any loss or damage to Client Data, the Client's sole and exclusive remedy shall be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Client Data from the latest back-up of such Client Data maintained by the Supplier in accordance with its archiving procedure. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Client Data caused by any third party (except those third parties sub-contracted by the Supplier to perform services related to Client Data maintenance and back-up).

11.7 The Client grants the Supplier a non-exclusive, royalty-free, worldwide, irrevocable licence to use the Client Data in connection with the Services, including for the purposes of performing or improving the Services and/or making available the Services and as otherwise contemplated by this agreement. Notwithstanding anything to the contrary, the Supplier shall have the right to collect and analyse data and other information relating to the provision, use and performance of various aspects of the Services and/or the Software and related systems and technologies (including, without limitation, information concerning the Client Data and data derived therefrom), and the Supplier will be free (during and after the Term) to:

- (a) use such information and data to improve and enhance the Services and Software and for other development, diagnostic and corrective purposes in connection with the Services and

Software and the other Supplier offerings; and

(b) disclose such data solely in an aggregate or other de-identified form in connection with its business.

12 Confidentiality

12.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, Clients, clients or suppliers of the other party, except as permitted by clause 12.2.

12.2 Each party may disclose the other party's confidential information:

12.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this 12; and

12.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3 No party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

13 Limitation of liability

13.1 Nothing in this agreement shall limit or exclude either party's liability for:

13.1.1 death or personal injury caused by its negligence;

13.1.2 fraud or fraudulent misrepresentation; or

13.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

13.2 Subject to clause 13.1, the Supplier shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for any:

13.2.1 loss of profits;

13.2.2 loss of sales or business;

13.2.3 loss of agreements or contracts;

13.2.4 loss of anticipated savings;

13.2.5 loss of or damage to goodwill;

13.2.6 loss of use or corruption of software, data or information; or

13.2.7 indirect or consequential loss.

13.3 Subject to clause 13.1:

13.3.1 the Supplier's total liability for damage to property caused by the negligence of its employees in connection with this agreement shall be limited to £1,000,000;

13.3.2 the Supplier's total liability to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement shall be limited to the greater of (i) £50,000 or (ii) one hundred per cent (100%) of the average annual charges (calculated by reference to the SoW Charges in successive 12-month periods from the date of this agreement) paid or payable by the Client under this agreement.

13.4 Except as expressly and specifically provided in this agreement:

13.4.1 the Client assumes sole responsibility for results obtained from the use of the Services by the Client, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided

to the Supplier by the Client in connection with the Services, or any actions taken by the Supplier at the Client's direction;

13.4.2 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Contract; and

13.4.3 the SaaS Services are provided to the Client on an "as is" basis.

13.5 The terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this agreement.

14 Termination

14.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

14.1.1 the other party commits a material breach of any term of this agreement and such breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

14.1.2 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 (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

14.1.3 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 any of its creditors;

14.1.4 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company);

14.1.5 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 (being a company);

14.1.6 the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;

14.1.7 a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;

14.1.8 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;

14.1.9 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 14.1.2 to clause 14.1.8 (inclusive); or

14.1.10 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

14.2 Without affecting any other right or remedy available to it, the Supplier may terminate this agreement with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment

15 Consequences of termination

15.1 On termination of this agreement:

15.1.1 all existing Statements of Work shall terminate automatically;

15.1.2 the Client shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;

15.1.3 the Client shall return all of the Supplier's Equipment. If the Client fails to do so, then the Supplier may enter the Client's premises and take possession of the Supplier's Equipment. Until the Supplier's Equipment has been returned or repossessed, the Client shall be solely responsible for its safe keeping;

15.1.4 the Supplier shall on request return any of the Client Materials not used up in the provision of the Services; and

15.1.5 the following clauses shall continue in force: clause 0 (Interpretation), , clause 9 (Intellectual property rights), clause 12(Confidentiality), clause 13 (Limitation of liability), clause 15 (Consequences of termination), clause 19 (Waiver), clause 21 (Severance), clause 28 (Governing law) and clause 29 (Jurisdiction).

15.2 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or 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 agreement which existed at or before the date of termination or expiry.

16 Force majeure

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 events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If a period of delay or non-performance continues for 6 weeks the party not affected may terminate this agreement by giving 30 days' written notice to the affected party.

17 Assignment and other dealings

17.1 The Client shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

17.2 The Supplier may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this agreement.

18 Variation

Subject to clause 7, no variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

19 Waiver

19.1 A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

19.2 A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

20 Rights and remedies

The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

21 Severance

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

22 Entire agreement

22.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

22.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

23 No partnership or agency

23.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

23.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

24 Third party rights

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

25 Notices

25.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case)

25.2 Any notice shall be deemed to have been received:

25.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and

25.2.2 if sent by pre-paid first-class post or other next Business Day delivery services, at 9.00 am on the second Business Day after posting

25.3 This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

26 Counterparts

This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

27 Use of name and logo

The Client consents to the Supplier using its name and logo for publicity, marketing purposes, press release in relation to the relationship between the parties shall be agreed between them (each acting reasonably) in advance

28 Governing law

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

29 Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

Schedule 1 – Available Services

AI development

AI supervision

Application development

Analytics

Big data services

Business intelligence services

Cloud infrastructure architecture

Database development

Project management

Support services

Software as a Service (SaaS)

Software development

Reference Charges

For consultative or development work, the standard day rate is £1500. For senior consultants it is £2000.