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Agreement for the Supply of Testing Services

THIS AGREEMENT with Agreement reference number [INSERT] dated [INSERT DATE] is

Between

(1) **Edge Testing Solutions Limited**, a company registered in Scotland with company number SC331248 and having its registered office at Afton House, 26 West Nile Street, Glasgow, Scotland, G1 2PF; trading as Resillion, a subsidiary of Resillion UK Holding Ltd (company number 11208137 and formerly Eurofins Digital Testing UK Holding Ltd) (hereinafter referred to as "Edge Testing"); and

(2) [**CLIENTNAME**], a company registered in England / Scotland with company number [CLIENTNUMBER] and having its registered office at [CLIENTADDRESS] (the "Client").

Whereas:

(A) Edge Testing is engaged in the business of providing various testing services.

(B) The Client wishes to purchase from Edge Testing the Testing Services described in Part 1 of the attached Schedule on the terms and conditions of this Agreement.

AGREED TERMS

1 Definitions

1.1 The definitions and rules of interpretation in this Clause 1 apply in this Agreement.

the **Act** means:

(a) prior to 25 May 2018, the Data Protection Act 1998;

(b) from 25 May 2018 the General Data Protection Regulation (EU 2016/679) ("GDPR") and any legislation which amends, re-enacts or replaces it in England and Wales;

(c) the Electronic Communications (EC Directive) Regulations 2003, together with any legislation which replaces it; and

(d) at all times, any other data protection laws and regulations applicable in England and Wales;

Agreement means these terms and conditions, including Part 1 and Part 2 of the attached Schedule;

Agreement Specific Information or **ASI** means Part 1 of the Schedule incorporated into this Agreement;

Authorised Representative means the senior authorised representative appointed by each Party who is identified in the ASI in Part 1 of the Schedule;

Bribery Act means the Bribery Act 2010;

Client Equipment if shown in the ASI, means the hardware, operating system, associated software and connectivity to be supplied by the Client for provision of the Monitoring Services;

Client Supplied Items means any information, software, connectivity, configuration and data to be provided by the Client (or by a third party on the Client's behalf) which Edge Testing require for the provision of the Services and as may be further specified in the ASI;

Confidential Information means information in any form which is expressed to be confidential or a reasonable person would regard as confidential in nature, not including information to the extent it: (i) was already lawfully known to the receiving Party at the time of disclosure; (ii) became lawfully known to the receiving Party independently; or (iii) is in, or comes into the public domain other than due to wrongful use or disclosure of the receiving Party;

Consultant(s) means those persons appointed by Edge Testing to provide the Services and who are identified in the ASI in Part 1 of the Schedule;

Data Protection Laws means the Act and any other data protection laws and regulations applicable in the UK and any codes of practice and guidelines issued by the Information Commissioner or any replacement body;

Data Controller, Data Processor and **Data Subject** shall each have the meanings given in the Act;

Deliverable means a document, report or other tangible work product identified as a Deliverable from the Services in the ASI and which is developed by Edge Testing (where applicable with the Client's input) for delivery to the Client under this Agreement;

Edge Testing Tools means the documentation templates, software and other tools owned and used by Edge Testing to deliver the Services;

End Date means the date on which Edge Testing will end provision of the Services as set out in Part 1 of the Schedule in the ASI;

Expenses Summary means Part 2 of the Schedule incorporated into this Agreement;

Fees means the charges for the Services as determined on the basis described in the ASI;

Force Majeure Event means an event beyond the reasonable control of a Party, which does not relate to its fault or negligence and whose impact could not have been avoided by the use of reasonable business measures;

Information Commissioner has the meaning given in the Act;

Location means the place(s) where the Services are to be provided as set out in the ASI in Part 1 of the Schedule;

Party or Parties means, as applicable, Edge Testing and the Client;

Personal Data has the meaning given in the Act;

Prohibited Act means any of the following:

a)   to directly or indirectly offer, promise or give any Representative engaged by the other Party a financial or other advantage to: (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; or

b)   to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement; or

c)   committing any offence: (i) under the Bribery Act; (ii) under legislation creating offences concerning fraudulent acts; (iii) at common law concerning fraudulent acts relating to this Agreement; or (iv) defrauding, attempting to defraud or conspiring to defraud the other Party;

Representatives means, as applicable, a Party's directors, officers, employees, agents, auditors, professional advisers and sub-contractors, including without limitation the Consultant(s);

Schedule means the Schedule in two parts, identified and incorporated into this Agreement comprising:

- Part 1 - the Agreement Specific Information or ASI; and
- Part 2 - the Expenses Summary;

Services means the testing services to be provided by Edge Testing as described in the ASI

in Part 1 of the Schedule;

Start Date means the date on which Edge Testing will commence provision of the Services as set out in Part 1 of the Schedule in the ASI;

Subject Access Request means a request from a Data Subject concerning their Personal Data.

1.2 References to Clauses and to Parts of the Schedule are to the Clauses and Schedule of this Agreement. Clause and Schedule headings shall not affect the interpretation of this Agreement.

1.3 Unless the context otherwise requires: (i) words in the singular shall include the plural and vice versa and (ii) a reference to one gender shall include a reference to the other genders.

1.4 A reference to a statute, statutory provision or any subordinate legislation made under a statute is to such statute, provision or subordinate legislation as amended or re-enacted whether before or after the Start Date and, in the case of a statute, includes any subordinate legislation made under that statute from time to time.

1.5 A reference to writing or written includes faxes (but not, unless the clause provides otherwise, e-mail).

1.6 Any phrase introduced by the terms 'including', 'include', 'in particular' or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2 Commencement and Duration

2.1 This Agreement will commence on the Start Date shown in the ASI and shall continue to the End Date or until the Services have been completed as specified in the ASI, subject to earlier termination in accordance with the terms of Clause 12 of this Agreement.

3 Services

3.1 Edge Testing will provide the Services as detailed in the ASI to the Client with reasonable skill and care.

3.2 Any services provided by Edge Testing to the Client which are outside the scope of this Agreement, must be agreed in writing prior to such services being carried out, and if no fee is agreed for this work, Edge Testing will be paid on a time and materials basis at its standard rates of charges, or otherwise at a reasonable rate.

3.3 The Services will be provided at the Location specified in the ASI.

3.4 If any designated Consultant is absent through illness or incapacity for more than 10 days, Edge Testing will use reasonable endeavours to provide a suitable replacement as soon as reasonably practicable.

3.5 Edge Testing will attend and participate in on-going reviews of its performance of the Services at such premises and at such reasonable intervals as the Parties may agree.

3.6 The only representations, warranties and undertakings Edge Testing make concerning the performance of the Services are those expressly set out in this Agreement. All other guarantees, warranties, undertakings, representations, expressed or implied, by statute, course of dealing or otherwise, are excluded from this Agreement. There will be no obligation to correct or re-perform any of the Services except as may be expressly agreed in writing in accordance with the terms and applicable Rates as set out in this Agreement.

4 Agreement Specific Information

4.1 For the provision of each different piece of work and Services that Edge Testing provides to the Client under this Agreement, a separate ASI in the format set out in Part 1 of the Schedule will be agreed and signed by a duly Authorised Representative of each Party prior

to works commencing.

5 Fees and Expenses

5.1 Edge Testing will invoice the Client for the time spent providing the Services in accordance with the Fees specified in the ASI. Each invoice will include any expenses chargeable, where applicable, in accordance with the Expenses Summary and be accompanied by supporting receipts.

5.2 All Rates are expressed exclusive of VAT and similar taxes, which shall be shown separately on such invoices. All VAT and similar such taxes are payable by the Client and will be calculated at the prevailing rate at the tax point date.

5.3 All invoices are payable within 28 days from the invoice date.

5.4 Edge Testing will invoice monthly, in arrears.

5.5 If the Client fails to make any payment to Edge Testing under this Agreement by the due date for payment as specified in Clause 5.3, the Client shall pay interest on the overdue amount at the rate of 4% per annum above Barclays Bank plc's base lending rate, published by the bank from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, including interest accruing, whether before or after judgment. The Client shall pay the interest together with the overdue amount.

5.6 The Client must notify Edge Testing within 14 days of receiving the invoice of any mistake or error in the calculation of the fees.

5.7 The Parties agree that Edge Testing may on 1st January every year, provided this date falls more than 90 days from the Agreement Start Date, review and increase its Fees, provided that: (i) the increase shall not exceed 3% above the percentage increase in the Consumer Prices Index published by the Office of National Statistics (or its successor from time to time) for the period from the Start Date (in the case of the first increase) or the date on which the immediately preceding increase came into effect pursuant to this Clause (in the case of the second or any subsequent increase) up to the date of this notice; and (ii) the increase shall be no more frequent than once in any 12-month period.

5.8 Notwithstanding Clause 5.5 and without prejudice to any other rights and remedies available to Edge Testing under this Agreement or otherwise, Edge Testing shall be entitled to suspend provision of the Services under this Agreement for so long as: (i) Edge Testing is entitled to exercise any of its termination rights, or (ii) any amount payable by the Client under this Agreement (other than an amount which has been notified to Edge Testing under Clause 5.6 and is subject to a bona fide dispute) remains outstanding past its due date for payment.

5.9 All amounts payable under this Agreement shall become due immediately on its termination. This Clause 5.9 is without prejudice to any right to claim for interest under the law or under this Agreement.

6 Obligations of the Client

The performance of Edge Testing is dependent upon the Client carrying out all its responsibilities set out in this Agreement, including in the ASI and this Clause 6.

6.1 In addition to the other responsibilities of the Client set out in this Agreement, the Client shall:

6.1.1 use all reasonable endeavours to co-operate with Edge Testing in order to facilitate timely completion of the Services;

6.1.2 provide Edge Testing with a valid purchase order within 14 days of the Start Date and thereafter if and to the extent required to enable Edge Testing to issue invoices in a timely manner at the relevant month end and to be paid promptly. For the avoidance of doubt, no terms and conditions printed on a Client Purchase Order shall apply to the provision of any Services by Edge Testing;

6.1.3 save to the extent specifically provided otherwise in the ASI, provide Edge Testing with all necessary equipment, including the Equipment (subject always to sub-clause 6.1.7), office space, accommodation and facilities that Edge Testing may reasonably require to provide the Services at the Location, including access to telephone and appropriately licensed computer facilities and shall ensure that the equipment, materials, accommodation and facilities made available for provision of the Services are safe, of satisfactory quality and fit for purpose. The Client will be responsible for ensuring that the Client has appropriate back-up, security and virus-checking procedures in place for any computer facilities it provides or which may be affected by the Services;

6.1.4 provide the Client Supplied Items and such other information and materials reasonably required to enable Edge Testing to provide the Services and/or which might affect the Services, including but not limited to information on the Client's business practices, policies and procedures. The Client understands that Edge Testing will rely on such information provided by the Client to provide the Services, so the Client agrees that all information disclosed or to be disclosed to Edge Testing is or will be true, accurate and not misleading. Edge Testing will not be liable without limitation for any loss or damage arising from reliance on any information or materials supplied by the Client or for any lateness, inaccuracy or other defect in any information or materials supplied by the Client;

6.1.5 ensure that Client staff are available to provide such assistance as Edge Testing may reasonably require and that Edge Testing is given reasonable access to senior management, as well as any members of Client staff specified in the ASI as reasonably required to enable Edge Testing to provide the Services. The Client will be responsible for ensuring that such Client staff have the appropriate skills and experience;

6.1.6 where the Client is using third parties to provide information or support, including where the Client is engaging other suppliers whose work may affect Edge Testing's ability to provide the Services, the Client shall ensure that it has appropriate agreements in place with those third parties to enable Edge Testing to perform the Services under the terms of this Agreement. The Client will remain responsible for the management of all such third parties and the quality of their input and work;

6.1.7 obtain all third party software, including specifically any Third Party Software identified in the ASI, together with such licenses and permissions as may be required for Edge Testing to use such software to provide the Services. The Client shall indemnify Edge Testing for any amounts arising from any third party claims in relation thereto, including all related costs, expenses or damages in the event of any actual or alleged third party claim including any for breach or alleged breach of a third party's proprietary rights, intellectual property rights and/or software licences;

6.1.8 take all reasonable steps to ensure the health and safety of the Consultant(s) while they are at any Client Location or other site(s) and provide guidance to the Consultant(s) on any applicable rules, regulations, health and safety and other policies to be complied with at the Location and Client sites.

7   Ownership of Deliverables

7.1 All intellectual property rights in the Edge Testing Tools and otherwise arising from provision of the Services shall be owned by Edge Testing, except as specifically provided otherwise in Clause 7.2. Notwithstanding Clause 7.2, Client acknowledges that the copyright in and to any materials, including methodologies, processes, software, designs, development and testing tools developed or used by Edge Testing prior to the Commencement Date or outside this Agreement, together with any modifications or enhancements to the same are owned by Edge Testing or its licensors and shall remain vested in Edge Testing or its licensors. The

Client shall be granted a license to use such pre-existing materials to the extent incorporated into any Deliverable for the Client's internal business purposes and to the extent necessary for the Client to use such Deliverables for the purposes for which they were developed under this Agreement.

7.2   The copyright in the Deliverables (if any) listed in the ASI that are developed by Edge Testing under this Agreement for delivery to the Client in the course of carrying out the Services will be owned by the Client on payment of the Fees. If the Client so requests, Edge Testing will, at the Client's expense, execute such deeds, documents or other forms as may be reasonably required to assign to and vest in the Client the copyright in such Deliverables.

7.3   Any intellectual property rights in the Client Supplied Items and the Third Party Software shall remain vested in the owner of such intellectual property rights and nothing in this Agreement shall affect or operate to transfer ownership in any Client Supplied Items, including software, documents or tools provided to Edge Testing by the Client to provide the Services.

7.4   Nothing in this Agreement shall restrict either Party from using in its normal business activities any ideas, concepts and know-how disclosed or developed during this Agreement, which relate to the processing, transmission, storage or display of data that are retained in the memories of the Representative(s) providing the Services.

8   Confidential Information

8.1   Edge Testing and the Client recognise that each Party may receive Confidential Information of the other Party under this Agreement. For the duration of this Agreement and for a period of three (3) years following its End Date each Party will use the same care and discretion that it uses with its own similarly sensitive information, which shall not be less than a reasonable standard of care, to:

8.1.1   use the Confidential Information only in performance of the Agreement or receipt of benefits under this Agreement;

8.1.2   not disclose any Confidential Information to a third party other than to such of its Representatives on a need to know basis for the performance of that Party's obligations under this Agreement or receipt of benefits under this Agreement.

8.2   Nothing in this Agreement will prevent a Party from disclosing Confidential Information to the extent that Party is required to do so to any court, tribunal, arbitrator, government or regulatory authority with competent jurisdiction to which either Party is subject. Where this happens the relevant Party will promptly notify the other of the requirement (where permissible by law).

8.3   Without prejudice to Clause 8.1 and 8.2, unless expressly agreed otherwise in the ASI, Edge Testing shall be permitted to use the Client's name and logo in reference to client lists and cite the performance of the Services to clients and prospective clients as an indication of the experience of Edge Testing, provided only fundamental facts are divulged.

9   Employment Restriction

9.1   For the duration of this Agreement and for the period of 6 months following the later of completion, termination or expiry of the Services, neither the Client nor Edge Testing shall without the other Party's prior written consent alone, or in conjunction with any person, firm or company, directly or indirectly, engage, solicit or entice away (or seek or attempt to engage, solicit or entice away) from the other Party's employment or engagement any person employed or engaged by the other in the performance and/or administration of the Services (or any person who has been so employed or engaged in the preceding 6 months).

9.2   Clause 9.1 shall not apply to restrict either party from employing or engaging (or offering to employ or engage) any person who has responded (without solicitation) to general recruitment advertising issued by or on behalf of the recruiting Party.

9.3 If either party is in breach of this Clause 9 and a person employed or engaged by the other becomes employed or engaged by the Party in breach, both parties acknowledge that it is fair compensation for the loss suffered as a result of such breach that the Party in breach shall, upon commencement of the said employment or engagement, pay to the other party on demand by way of damages to the other Party an amount equal to six months of the relevant employee's or contractor's gross salary or fees, exclusive of benefits and expenses at the time of their resignation or departure.

9.4 Nothing in this Clause 9 is intended to restrict the right of any individual to seek employment with whoever they wish, but this Clause is intended to provide for due compensation where such a situation occurs as a result of entering into this Agreement, recognising that loss of experienced staff resources can have a serious effect upon any business.

10 Bribery Act

10.1 Each Party:

10.1.1 shall not and shall procure that any of its employees, consultants, agents, or sub-contractors shall not commit a Prohibited Act in connection with this Agreement;

10.1.2 warrants, represents and undertakes to the other Party that it is not aware of any financial or other advantage being given to any person working for or engaged by the other Party, or that an agreement has been reached to that effect, in connection with the execution of this Agreement, excluding any arrangement of which full details have been disclosed in writing to the other Party before execution of this Agreement.

10.2 Each Party shall have and maintain an anti-bribery policy (which shall be disclosed to the other Party on written request) designed to prevent it and any of its employees, consultants, agents or sub-contractors from committing a Prohibited Act and shall enforce it where appropriate.

10.3 Each Party shall if requested, provide the other Party with reasonable assistance to enable the other Party to perform any activity required by a relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act.

10.4 If any breach of this Clause 10 is suspected or known, each Party: (i) must notify the other Party as soon as reasonably practicable; and (ii) agrees to respond promptly to the other Party's enquiries and provide reasonable co-operation with any investigation. This obligation shall continue for three years following the End Date of this Agreement.

11 Data Protection

11.1 If in the course of providing the Services, Edge Testing processes the Client's Personal Data, the provisions of this Clause 11 will apply. Notwithstanding, the Client understands that the only Client Personal Data that Edge Testing will process in the course of providing the Services will be Client business contact information, such as the contact details of staff working at the Client, including the Client's Authorised Representative, provided to Edge Testing by the Client to the extent necessary for Edge Testing to liaise and interact with the Client as required to provide the Services in accordance with this Agreement. The Client will not provide and Edge Testing will not process, hold or store on Edge Testing equipment any other Client Personal Data, including any of the Client's customers' Personal Data.

11.2 Each Party agrees to carry out all processing of Personal Data of the other Party pursuant to this Agreement in accordance with this Agreement and the other Party's written instructions from time to time and each Party warrants that any Personal Data provided by it to the other Party has been fairly and lawfully obtained and that Party has (to the extent relevant) complied with and will comply with Data Protection Laws.

11.3 In respect of Client Personal Data, Edge Testing acknowledges that:

11.3.1 the Client will be the data controller; and

11.3.2 Edge Testing will be the data processor.

11.4 Edge Testing will throughout the term of this Agreement:

11.4.1 to the extent any Client Personal Data is stored on or processed using any Edge Testing equipment, have in place and maintain in accordance with good industry practice as indicated by the Information Commissioner's Office from time to time, appropriate technical and organisational security measures designed to protect the Client Personal Data against unauthorised or unlawful processing, use, access or theft;

11.4.2 provide access to the Client Personal Data only to those of its Representatives who need to have access to assist Edge Testing in performing its obligations and that such Representatives have received training in the protection of Personal Data.

11.5 Edge Testing will promptly notify the Client of any:

10.5.1 request for disclosure of Client Personal Data received from a law enforcement authority or any notice or communication from any supervisory or government authority which relates to the processing of Client Personal Data;

10.5.2 complaint, notice or communication which relates to the processing of Client Personal Data or to either Party's compliance with Data Protection Laws; and/or

10.5.3 Subject Access Request,

and will provide the Client with reasonable cooperation and assistance in relation to such request, complaint, notice or communication and will not respond to any Data Subject, third party or their advisers unless the Client has expressly instructed Edge Testing to do so (at the Client's expense) or as provided in this Agreement.

11.6 If a security breach occurs (meaning if there is any unauthorised or unlawful processing, or any unauthorised or accidental loss of, or damage to, alteration of, destruction, or disclosure of Personal Data) when such Personal Data is being stored or processed by one Party on that Party's equipment for the other Party who is the data controller, the Party who is the data processor will in relation to the Party who is the data controller:

11.6.1 provide such Party with the known facts as regards the above-mentioned disclosure or use;

11.6.2 give all reasonable co-operation in dealing with the breach; and

11.6.3 implement and comply with any agreed reasonable steps and actions to minimise or stop the breach and/or to prevent a similar breach re-occurring.

11.7 Each Party agrees that it will promptly carry out any request from the other Party requiring that Party to delete the other Party's Personal Data.

11.8 Each Party agrees that it will not allow any of the other Party's Personal Data to be processed in or transferred to a country outside the EEA, other than to the UK, unless:

11.8.1 it notifies the other Party in writing that it intends to transfer any Personal Data outside of the EEA, other than to the UK;

11.8.2 the other Party provides its written consent to such transfer (which consent it may give or withhold in its absolute discretion);

11.8.3 it provides in advance of a transfer authorised under Clause 11.8.2 evidence to the other Party's satisfaction of appropriate safeguards, as required by Data Protection Laws.

12 Limitations of Liability

12.1 If Edge Testing fails to comply with any of its obligations under this Agreement, upon

becoming aware the Client shall notify Edge Testing immediately, Edge Testing shall be given a reasonable opportunity to seek to correct any errors and to comply with its obligations before any claim is made or the Agreement is terminated. Edge Testing will not be liable for any failure(s) to comply with this Agreement to the extent this is due to a failure by the Client to comply with this Agreement.

12.2 Notwithstanding anything to the contrary in this Agreement, each Party's liability to the other Party for: (i) death or personal injury caused by negligence; or (ii) fraud (including, fraudulent misrepresentation); or (iii) any other form of loss or damage which cannot by relevant law be limited or excluded, shall not be limited (but nothing in this Clause confers any right or remedy upon a Party to which it would not otherwise be entitled).

12.3 Subject to Clause 12.2, Edge Testing's total liability, whether arising in contract, tort (including negligence), restitution, breach of statutory duty, misrepresentation, or otherwise, shall not exceed in aggregate for any and all claims a sum equal to the amount paid by the Client to Edge Testing under this Agreement in the twelve (12) months preceding the relevant claim(s).

12.4 Subject to Clause 12.2 and payment of the Fees, neither Party shall be liable to the other in contract, tort (including negligence), restitution, breach of statutory duty or misrepresentation or otherwise for any of the following loss or damage suffered by the other Party that arises under or in connection with this Agreement and whether or not such loss is foreseeable:

12.4.1 loss of goodwill;

12.4.2 loss of business or revenue;

12.4.3 loss of profits;

12.4.4 loss of business opportunity;

12.4.5 loss of anticipated savings, or

12.4.6 any special, indirect or consequential loss or damage,

and the Parties agree that each of the sub-clauses to this Clause 12.4 shall be individually severable to the extent that such exclusions are found to be unenforceable or which cannot be excluded by applicable law.

12.5 The Client acknowledges that the Fees take into account the assumption that the liability of Edge Testing and the Client is as set out above. The Client is advised to insure against any risks not accepted by Edge Testing.

13 Termination

13.1 Either Party may terminate this Agreement immediately by notice to the other Party if the other Party:

13.1.1 commits a material breach of any term of this Agreement which is not capable of remedy or which is capable of remedy but it fails to remedy within 21 days of receiving notice requiring the breach to be remedied;

13.1.2 commits persistent minor breaches which are capable of remedy but it fails to remedy within 21 days of receiving notice requiring the breaches to be remedied;

13.1.3 breaches Clause 8 (Confidential Information), Clause 10 (Bribery Act) or Clause 11 (Data Protection) of the Agreement;

13.1.4 ceases or threatens to cease to trade (in whole or in part), becomes insolvent, is unable to pay its debts as they fall due, has a receiver, administrative receiver, administrator or manager appointed of the whole or any part of its assets or business, makes any composition or arrangement with its creditors, or becomes the subject of an order or resolution for dissolution or liquidation (other than for the purpose of

solvent amalgamation or reconstruction); or

13.1.5 takes or suffers any similar event or procedures similar to any of those described in Clause 13.1.4 in any jurisdiction.

13.2 Each Party can terminate the Agreement without cause at any time by giving the other Party not less than 30 days' notice.

13.3 On termination or expiry of the Agreement, Edge Testing will (at the Client's expense, except where the termination arises as a result of breach as described in Clause 13.1 by Edge Testing) give the Client reasonable assistance and information as the Parties may agree for the handover of the Services to the Client or to a successor service provider.

13.4 On termination or expiry of the Agreement, Edge Testing will return to the Client the Client Supplied Items and Client Equipment (at Client's expense) and return or destroy as reasonably requested by the Client all Client Confidential Information, except that Edge Testing may retain one copy of any materials prepared by Edge Testing, or any materials upon which its performance is based for audit and quality control purposes and to the extent reasonable to permit Edge Testing to keep evidence that it has performed its obligations under this Agreement.

13.5 Termination or expiry of this Agreement will not affect either Party's accrued rights or liabilities or affect the coming into force or continuance in force of a term which is expressly or by implication intended to come into or continue in force on or after its termination or expiry.

14 Change Control

14.1 If the Client requests changes to the Agreement or Services, as soon as reasonably practicable after the receipt of an adequately detailed written request, Edge Testing will give the Client a written estimate of:

14.1.1 the impact of the change;

14.1.2 a timetable for implementing the change;

14.1.3 any necessary Agreement changes; and

14.1.4 the proposed charges for implementing the change.

14.2 Until a change is agreed in writing, each Party will continue to perform its obligations under the Agreement as if the change had not been proposed.

15 Economic Sanctions

15.1 The Client warrants that for the term of this Agreement, in relation to any economic and trade Sanctions imposed by the United Nations, the European Union, the United Kingdom, the United States of America or any other country, that:

15.1.1 it is not the target of any Economic Sanctions;

15.1.2 to the best of its knowledge, it is not controlled or beneficially owned by any person subject to Economic Sanctions;

15.1.3 it shall comply with all Economic Sanctions Laws. Without limiting the generality of the foregoing, the Client shall not (i) directly or indirectly export, re-export, tranship or otherwise deliver the services or any portion of the services in violation of any Economic Sanctions Law, or (ii) broker, finance or otherwise facilitate any transaction in violation of any Economic Sanctions Law;

15.1.4 it is not engaged in any proceedings or subject to any investigations from authorities for the alleged breach of any Economic Sanctions Law.

15.2 The Client shall indemnify Edge against any losses, liabilities, damages, fines, costs

(including but not limited to legal fees) and expenses incurred by, or awarded against the Client as a result of any breach of clause 15.1 by the Client.

15.3 Without affecting any other right or remedy available to it, Edge may terminate this Agreement with immediate effect by giving written notice to the Client if the Client commits a breach of clause 15.1, and the Client shall not be entitled to claim compensation or any further remuneration.

15.4 For the purpose of this clause 15:

15.4.1 Economic Sanctions means any economic Sanctions, restrictive measures or trade embargoes adopted by the UN Security Council, the European Union, the United Kingdom, the United States of America or any other sovereign government.

15.4.2 Economic Sanctions Law means any law, regulation or decision enacting Economic Sanctions.

16 Force Majeure

16.1 Neither Party will be responsible for failure to carry out any obligations under the Agreement to the extent the failure is caused by a Force Majeure Event. If such event arises the Party that is affected will:

16.1.1 promptly notify the other it has occurred, provide a reasonable estimate of how long it may continue and promptly notify the other when it has ended;

16.1.2 take reasonable steps to prevent, avoid and mitigate the Force Majeure Event; and

16.1.3 carry out its obligations under the Agreement to the extent reasonably achievable while the Force Majeure Event is ongoing.

16.2 If any Force Majeure Event prevails for a period exceeding 90 days, either Party will be entitled to terminate this Agreement by notice in writing.

17 General

17.1 **Assignation** Neither Party will try to assign, novate, transfer, charge, create a trust or otherwise deal in its rights and obligations under this Agreement, without the other Party's prior written consent (not to be unreasonably withheld or delayed).

17.2 **Status** Each of the Parties is an independent contractor dealing at arm's length. Nothing in this Agreement constitutes a partnership, joint venture, co-ownership or employment relationship between the Parties and neither Party has (or will hold itself out as having) authority to act for, bind or otherwise create or assume any obligation on behalf of the other.

17.3 **Writing** When the Agreement refers to something being agreed, or a Party providing its authorisation or consent, that agreement (including, without limitation, any changes to the Agreement), authorisation or consent must be in writing and signed by an authorised signatory of each Party.

17.4 **Invalidity** If any term of the Agreement is held by any court of competent jurisdiction to be illegal, invalid or unenforceable in whole or in part under applicable laws, such term (or part thereof, as applicable) will, to the extent it is severable from the remaining terms, be deemed omitted from the Agreement and will not affect the legality, validity or enforceability of the remaining terms. Each Party will try to agree on suitable terms to replace the one that is deemed omitted.

17.5 **Entire Agreement** This Agreement constitutes the entire agreement relating to the Services and the remedies included shall be the exclusive remedies. It replaces and supersedes any previous proposals, correspondence, understandings or other communications whether written or oral. Neither Party is liable to the other, in equity or otherwise, for a representation or warranty that is not set out in this Agreement. The express terms of this Agreement are instead of all warranties, conditions, terms, undertakings and obligations implied by statue,

common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law. Each party acknowledges that it has not relied on or been induced to enter into this Agreement by a representation other than those expressly set out in this Agreement, but nothing herein shall have the effect of excluding or limiting liability for fraud. Any other terms or conditions or other forms, amendments or communications from the Client which are additional to or different from the terms of this Agreement are void and of no force or effect.

17.6 **Notices** If one Party is required to notify the other, that notice must be in writing and delivered personally, sent by first class post or e-mail (as described below) to the other Party's registered office address marked for the attention of the Authorised Representative identified in the ASI or as otherwise notified by a Party. A notice sent by: (i) hand is served when delivered; (ii) first class post is served 48 hours after posting; (iii) e-mail is delivered when transmitted (provided no bounce-back or error notification is received).

17.7 **Waiver** No failure or delay by either Party in exercising any rights will be construed as a waiver of that right nor will any single or partial exercise of such right preclude the further exercise of that right. No waiver by either Party of any breach of this Agreement will be considered as a waiver of a preceding or subsequent breach.

17.8 **Contracts (Rights of Third Parties)** This Agreement is enforceable by the Parties to it and by their permitted assignees and a person who is not a Party to this Agreement has no right (including without limitation under the Contracts (Rights of Third Parties) Act 1999) to enforce or rely on any term of this Agreement.

17.9 **Disputes** If there is a dispute between the Parties, before commencing any court or similar proceedings, the Authorised Representatives or their authorised delegates will promptly arrange and will discuss the issues in good faith with a view to resolving the dispute amicably. Clause 17.9 will apply where amicable resolution is not possible.

17.10 **Governing Law** This Agreement is governed by and will be interpreted in accordance with the laws of England and the Parties agree to submit any dispute to the exclusive jurisdiction of the English Courts.

This Agreement incorporating the attached Schedule has been entered into on the date stated at the beginning of it.

Edge Testing Solutions Limited by   [**CLIENT NAME**] by

....
(Director/Authorised Signatory)   (Director/Authorised Signatory)

Full Name: ....   Full Name: ....

Date: ....   Date: ....

Position: ....   Position: ....

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SCHEDULE TO THE AGREEMENT FOR THE SUPPLY OF TESTING SERVICES

Part 1 of the Schedule - Agreement Specific Information

Agreement Ref Number	
ASI Ref Number	
Start Date	
End Date/Duration	
Consultant(s)	
Location	
Services [Provide a full description of the Services to be provided.]	
Deliverables (if any) [List any document, report or other tangible work product that Edge Testing is responsible for developing specifically for this Client in provision of the Services.]	
Fees (include Fees rate basis)	
Client Authorised Representative	
Edge Testing Authorised Representative	
Client Equipment [List all hardware, operating system, associated software and connectivity to be supplied by the Client.]	
Client Supplied Items [List all information, data, software and configuration to be	

provided by Client which Edge Testing require for the provision of the Services.]	
Third Party Software [List all Third Party Software the Client is required to specifically acquire for the Services.]	
Other Conditions (if any)	

Part 2 of the Schedule - Expenses Summary

Expenses Summary

[INSERT_DETAILS]

Approval of Agreement Specific Information

The terms of the Agreement, reference number [INSERT_AG_REF_NUMBER] and as set out in Part 1 and Part 2 of this ASI are accepted on behalf of:

Edge Testing Solutions Limited by   **[CLIENTNAME]** by

....
(Director/Authorised Signatory)   (Director/Authorised Signatory)

Full Name: ....   Full Name: ....

Date: ………...............................   Date: ………….........................

Position: ....   Position: ....