

THIS AGREEMENT is made with effect from the day of

BETWEEN

- (1) **Beyond Systems Limited** a company incorporated in England under number 05750705 and whose registered office is 85/87 High Street West, Glossop, Derbyshire SK13 8AZ ("BEYOND");
- and
- (2) **Insert Company Name** a company incorporated in England under number [insert company reg no.] and whose registered office is at [Insert Address] ("CUSTOMER")

WHEREAS

- (1) The CUSTOMER has identified a need for the provision of Cloud Software and/or Cloud Support related services specified in the Schedules [Insert Schedules Ref];
- (2) BEYOND has agreed to provide the required Cloud Software on the terms of this agreement.

IT IS HEREBY AGREED AS THAT:

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

Authorised Users	those employees of the Customer who are authorised by the Customer to use Beyond Software.
Bespoke Elements	as defined in clause 7.3.
Beyond Software	means Beyond software of the type and specification listed in Schedule 1 and the associated documentation relating to it together with any other products and related documentation developed by Beyond
Business Day	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
Charges	any charges and fees to be paid by the Customer to Beyond in respect of each Licence, as set out in the Works Order.
Customer Content	any content (including Authorised User content), text, script, image or other tangible or intangible material that is provided to Beyond by the Customer, or otherwise appears in Beyond Software at the request of the Customer and which has not been developed or provided by Beyond.

Confidential Information	information that is proprietary or confidential and is either clearly labelled as such or otherwise identified as Confidential Information.
Control	the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and controls, controlled and the expression change of control shall be interpreted accordingly.
Data Protection Legislation	all applicable data protection and privacy legislation in force from time to time in the UK including the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder), UK GDPR (has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018), and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.
Effective Date	the date of this Agreement.
EULA	Beyond's end user licence agreement applicable to Beyond Software in the form as provided to the Customer from time to time, which the Customer must accept in order to access and use Beyond Software under the Licence.
Implementation Services	Beyond's standard implementation services in relation to Beyond Software, including installation and initial training.
Intellectual Property Rights	patents, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and rights in domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, 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.
Legislation	any statute, statutory provision or subordinate legislation or any mandatory rules issued by any regulatory body having jurisdiction over the applicable party.
Licence	as set out in clause 2.1
Licence Term	the term of any specific Licence as set out in the relevant Works Order.

Specification	the functionality and performance specifications for Beyond Software, as set out in Schedule 1.
Support Services	Beyond's standard support service generally available to its customers in relation to Beyond Software.
Term	the term of this Agreement as set out in clause 12.1.
Trade Marks	such trade marks (whether registered or unregistered) which Beyond may permit or procure permission for the Customer by express notice in writing to use in respect of Beyond Software.
Works Order	one or more documents in the form set out in Schedule 2 or similar form as agreed and signed by the parties from time to time containing details of the Charges, and other relevant details in respect of each Licence.

- 1.1 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.7 A reference to writing or written includes e-mail.
- 1.8 References to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.

2. LICENCE

- 2.1 In consideration of the Customer paying the Charges, the Customer is hereby granted a limited, non-exclusive, non-transferable, and non-assignable license to access and use Beyond Software, subject to the terms of this Agreement, any restrictions and limitations as set out in the Works Order and subject to the accepting the terms and conditions of the EULA.
- 2.2 The Customer may not reproduce or distribute Beyond Software.
- 2.3 For the purpose of clause 2.1, use of Beyond Software shall be restricted to use in object code form for the purpose of processing the Customer data for the normal business purposes of the Customer (which shall not include allowing the use of the Beyond Software by, or for the benefit of, any person other than the Authorised Users).
- 2.4 Use of Beyond Software shall be restricted to the number of Authorised Users as set out in the Works Order.

3. CUSTOMER UNDERTAKINGS

- 3.1 The Customer undertakes and agrees with Beyond to:
 - 3.1.1 accept the terms and conditions of the EULA;
 - 3.1.2 refrain from amending or varying the terms of the EULA;

- 3.1.3 within 10 Business Days of a written request from Beyond at any time, and from time to time, provide such information as is reasonably requested by Beyond about the use of Beyond Software;
- 3.1.4 inform Beyond immediately of any changes in ownership or Control of the Customer and of any change in its organisation or method of doing business which might materially affect the performance of the Customer's duties in this Agreement.
- 3.2 In complying with its obligations under this Agreement, the Customer shall not:
 - 3.2.1 use the Beyond Software in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Agreement and/or the EULA, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the Beyond Software;
 - 3.2.2 use the Beyond Software in order to collect any data (whether personal, sensitive, financial or otherwise) when such data is not strictly necessary for the proper use of the Beyond Software and the purpose for which it is designed;
 - 3.2.3 transmit any material that is defamatory, offensive or otherwise objectionable in relation to Beyond Software;
 - 3.2.4 use the Beyond Software in a way that could damage, disable, overburden, impair or compromise the Beyond Software, our systems or security;
 - 3.2.5 access Beyond Software after the relevant permission comes to an end;
 - 3.2.6 advertise or use any promotional material on or via any Beyond Software, other than as supplied by Beyond;
 - 3.2.7 add or permit to be added any links to third party websites or content; or
 - 3.2.8 publish (in any way) anything which may be harmful to Beyond's business and/or reputation and/or the reputation of Beyond Software and not enter into any contract or engage in any practice that is or may be detrimental to the interests of Beyond in Beyond Software.

4. SUPPLY OF BEYOND SOFTWARE

- 4.1 Beyond shall, subject to acceptance by the Customer of the EULA and the Customer's general observance of the terms of this Agreement:
 - 4.1.1 make available the latest version of Beyond Software to the Customer;
 - 4.1.2 provide the Implementation Services;
 - 4.1.3 provide the Support Services; and
 - 4.1.4 during the term of this Agreement, introduce such updates or new releases to Beyond Software as such updates or new release become generally commercially available.
- 4.2 If the Customer requests Beyond to supply replacement or additional copies of Beyond Software, than as set out in the Works Order, Beyond reserves the right to make additional charges for supplying replacement or additional copies of Beyond Software.
- 4.3 Beyond is entitled to make changes to the Specification which do not adversely affect Beyond Software and shall give written notice of such changes to the Customer as soon as reasonably practicable.
- 4.4 Beyond undertakes:
 - 4.4.1 to provide such information and support as may be reasonably requested by the Customer to enable it properly and efficiently to discharge its duties under this Agreement; and
 - 4.4.2 to approve or reject any promotional information or material submitted by the Customer within 10 Business Days of receipt.

5. CHARGES AND PAYMENT

- 5.1 The Customer shall pay the Charges as set out in the relevant Works Order.
- 5.2 Unless otherwise set out in the Works Order, each party shall be responsible for their own expenses, costs and charges incurred in the performance of its obligations under this Agreement.
- 5.3 The Customer shall pay the full amount invoiced to it by Beyond in the invoice currency within 30 days of the date of invoice.
- 5.4 All amounts due under this Agreement shall be paid by the Customer to Beyond in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 5.5 As between Beyond and the Customer, the Customer shall be responsible for the collection, remittance and payment of any or all taxes, charges, levies, assessments and other fees of any kind imposed by governmental or other authority in respect of the purchase, importation, sale, lease or other distribution of Beyond Software.
- 5.6 If the Customer fails to make any payment due to Beyond under this Agreement by the due date for payment, then, without limiting Beyond's remedies under clause 12, the Customer shall pay interest on the overdue amount at the rate of 4% per annum above Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

6. COMPLIANCE WITH LAWS AND REGULATIONS

- 6.1 Each party shall:
 - 6.1.1 obtain and maintain applicable licences and permits necessary for it to perform its obligations under this Agreement, including any costs associated thereto;
 - 6.1.2 comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010; and
 - 6.1.3 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 All Intellectual Property Rights in and to Beyond Software and any documentation, know-how, methods and concepts used or developed by Beyond in respect of Beyond Software or any related services provided by Beyond belong, and shall belong, to Beyond and/or its licensors (if applicable).
- 7.2 Except as expressly provided in this Agreement or the EULA, no right, title or interest of any manner or sort (including in respect of Intellectual Property Rights) is granted to the Customer.
- 7.3 Beyond may, if agreed between the parties and stated in the Works Order, develop certain bespoke elements for the purposes of providing increased functionality to and/or customisation of Beyond Software on the basis of specific requirements ("**Bespoke Elements**"), for the Customer. Unless otherwise stated in the Works Order, the parties agree that all Intellectual Property Rights in and to Bespoke Elements shall belong to Beyond, except that, for the avoidance of doubt, Bespoke Elements shall not include any Customer Content.
- 7.4 In order for Beyond to perform its obligations and benefit from its rights pursuant to this Agreement and the EULA, the Customer hereby grants to Beyond a non-exclusive royalty free licence to use the Customer Content for the sole purpose of supplying Beyond Software under the Licence (unless otherwise agreed by the Customer in writing) and, if necessary, shall obtain all necessary permissions and licences from any other third party in respect thereof.
- 7.5 The Customer shall, at the expense of Beyond, take all such steps as Beyond may reasonably require to assist Beyond in maintaining the validity and enforceability of the Intellectual Property Rights of Beyond during the term of this Agreement, unless and to the extent that any breach

- of Beyond's Intellectual Property is caused (in whole or in part) by the Customer in which case the Customer shall be liable for any enforcement costs and resulting damages incurred by Beyond.
- 7.6 The Customer shall not do or authorise any third party to do any act which would or might invalidate or be inconsistent with any Intellectual Property Rights of Beyond and shall not omit or authorise any third party to omit to do any act which, by its omission, would have that effect or character.
- 7.7 Beyond makes no representation or warranty as to the validity or enforceability of the Intellectual Property Rights in Beyond Software and the Trade Marks.
- 7.8 The Customer shall not:
- 7.8.1 copy Beyond Software or any part of it except to the extent and for the purposes expressly permitted by this Agreement or the EULA; or
 - 7.8.2 modify, adapt, develop, create any derivative work, reverse engineer, decompile, disassemble or carry out any act otherwise restricted by copyright or other Intellectual Property Rights in Beyond Software except and only to the extent that it is expressly permitted by applicable law.
- 7.9 In respect of marketing, promotion of Beyond Software, the Customer shall ensure that each reference to, and use of, any of the Trade Marks by the Customer is in a manner approved from time to time by Beyond and accompanied by an acknowledgement in a form approved by Beyond that the same is a trade mark (or registered trade mark) of Beyond.
- 7.10 The Customer shall not:
- 7.10.1 use any of the Trade Marks in any way which might prejudice their distinctiveness or validity or the goodwill of Beyond therein;
 - 7.10.2 use in relation to Beyond Software any trade marks other than the Trade Marks without obtaining the prior written consent of Beyond; or
 - 7.10.3 use any trade marks or trade names so resembling any trade mark or trade names of Beyond as to be likely to cause confusion or deception.
- 7.11 Other than the licences expressly granted under this Agreement, neither party grants any licence of, right in or makes any assignment of any of its Intellectual Property Rights. In particular, except as expressly provided in this Agreement, the Customer shall have no rights in respect of any trade names or trade marks used by Beyond in relation to Beyond Software or their associated goodwill, and the Customer hereby acknowledges that all such rights and goodwill shall inure for the benefit of and are (and shall remain) vested in, Beyond.
- 7.12 At the request of Beyond, the Customer shall do or procure to be done all such further acts and things (including the execution of documents) as Beyond shall reasonably require to give Beyond the full benefit of this Agreement.
- 7.13 The Customer shall promptly give notice in writing to Beyond in the event that it becomes aware of:
- 7.13.1 any infringement or suspected infringement of the Trade Marks or any other Intellectual Property Rights in or relating to Beyond Software; and
 - 7.13.2 any claim that Beyond Software infringes the rights of any third party.
- 7.14 In the case of any matter falling within clause 7.13.1:
- 7.14.1 Beyond shall, in its absolute discretion, determine what action if any shall be taken in respect of the matter; and
 - 7.14.2 Beyond shall have sole control over and shall conduct any consequent action as it shall deem necessary; and
 - 7.14.3 Beyond shall pay all costs in connection with that action and shall be entitled to all damages and other sums which may be paid or awarded as a result of any such action, unless and to the extent that any such infringement is caused (in whole or in part) by

the Customer in which case the Customer shall be liable for any costs in connection with that action and resulting damages incurred by Beyond.

7.15 In the case of any matter falling within clause 7.13.2:

7.15.1 Beyond shall indemnify the Customer on demand for and against any damages, losses, costs and expenses (including reasonable legal costs and expenses) or other liabilities incurred by the Customer as a result of any third-party claim that Beyond Software infringes any Intellectual Property Right of a third party, provided that:

7.15.1.1 Beyond is given prompt notice of such claim;

7.15.1.2 the Customer provides reasonable co-operation to Beyond in the defence and settlement of such claim, at Beyond's expense; and

7.15.1.3 Beyond is given sole authority to defend or settle the claim.

7.15.2 The foregoing states the Customer's sole and exclusive rights and remedies, and Beyond's entire obligations and liability, in the case of any matter falling under clause 7.13.2.

7.16 Each party shall, at the request and expense of the other, provide all reasonable assistance to the other (including, but not limited to, the use of its name in, or being joined as a party to, proceedings) in connection with any action to be taken by the other party, provided that that party is given such indemnity as it may reasonably require against any damage to its name.

8. CONFIDENTIALITY

8.1 Each party undertakes that it shall not at any time during this Agreement, and for a period of two years after termination or expiry of this Agreement, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 8.2.

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

8.2.1 to its employees, officers, representatives, contractors, subcontractors 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, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 8;

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

8.2.3 as agreed between the parties in writing.

8.3 No party shall use any 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.

9. PROTECTION AND PROCESSING OF PERSONAL DATA

To the extent that any personal data is shared or processed under this Agreement, the parties shall comply with the Data Protection Legislation and agree to enter into a written agreement setting out the parties' obligations with respect to personal data if required under the Data Protection Legislation.

10. WARRANTIES

10.1 Each party represents, warrants and undertakes that:

10.1.1 it has full capacity and authority and all necessary consents to enter into and to perform this Agreement and to grant the rights and licences referred to in this Agreement and that this Agreement is executed by its duly authorised representative and represents a binding commitment on it; and

10.1.2 without affecting its other obligations under this Agreement, it shall comply with all applicable Legislation in the performance of its obligations under this Agreement.

- 10.2 Beyond warrants to the Customer that Beyond Software supplied or licensed by it under this Agreement will operate substantially in accordance with, and perform, the material functions and features as set out in the applicable part(s) of the Specification.
- 10.3 The Customer alone is responsible to ensure that Beyond Software meets the specific needs in relation to the suitability of Beyond Software. Beyond gives no warranty, or makes any representation, as to the suitability of Beyond Software for the use to which the Customer wishes to put it.
- 10.4 The Customer warrants that it owns all rights, title and interest in and to all the Customer Content.

11. LIMITATION OF LIABILITY

- 11.1 Except as expressly and specifically provided in this Agreement, all warranties, conditions and other terms implied by statute, common law or otherwise are, to the fullest extent permitted by law, excluded from this Agreement.
- 11.2 Nothing in this Agreement excludes the liability of Beyond:
 - 11.2.1 for death or personal injury caused by Beyond's negligence; or
 - 11.2.2 for fraud or fraudulent misrepresentation.
- 11.3 Other than in relation to any liability under clause 7.15.1 and subject to clause 11.2 Beyond shall not in any circumstances be liable, whether in tort (including for breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for:
 - 11.3.1 loss of profits; or
 - 11.3.2 loss of business; or
 - 11.3.3 depletion of goodwill or similar losses; or
 - 11.3.4 loss of anticipated savings; or
 - 11.3.5 loss of goods; or
 - 11.3.6 loss of use; or
 - 11.3.7 loss or corruption of data or information; or
 - 11.3.8 any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- 11.4 Beyond's total aggregate liability in contract, tort (including without limitation negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall in all circumstances be limited to the amount actually paid by the Customer to Beyond under this Agreement in the 12 months preceding the date on which the claim arose.
- 11.5 In the event of any breach of Beyond's warranty in clause 10.2 (whether by reason of defective materials, production faults or otherwise) the Customer 's sole remedy and Beyond's only obligation and liability to the Customer shall be for Beyond to:
 - 11.5.1 modify or replace Beyond Software in whole or in part; or
 - 11.5.2 at Beyond's option, repay any Charges paid for Beyond Software in respect of the relevant Licence.

12. TERM AND TERMINATION

- 12.1 This agreement shall commence on the Effective Date. Unless terminated earlier in accordance with this clause 12.1 or clause 12.3, this Agreement shall continue until either party gives the other party at least three (3) months' notice to terminate this Agreement.
- 12.2 Each Licence shall continue for the Licence Term, unless terminated in accordance with any notice period set out in the Scope of Work. Termination of the Licence shall not serve to terminate this Agreement which shall continue in full force and effect, unless terminated in accordance with its terms.
- 12.3 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:
- 12.3.1 the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;
 - 12.3.2 the other party commits a material breach of any other term of this Agreement which 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;
 - 12.3.3 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - 12.3.4 the other party suffers or allows any execution, whether legal or equitable, to be levied on its assets or obtained against it, or goes into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purposes of bona fide reconstruction or amalgamation, or has a receiver, manager, administrator or administrative receiver appointed in respect of all or any of its assets, or is the subject of a court resolution or petition for its winding up, or takes or is subject to any steps (including the making of an application or the giving of any notice) for the appointment of an administrator in respect of the other party, or is subject to any other proceedings or similar action relating to its insolvency or possible insolvency;
 - 12.3.5 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 clauses 12.3.3 and/or 12.3.4; or
 - 12.3.6 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
 - 12.3.7 the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy.

13. EFFECTS OF TERMINATION

- 13.1 On termination or expiry of this Agreement for any reason:
- 13.1.1 the Customer shall (at its sole cost) return or procure the return of (or at Beyond's option, destroy) all media on which Beyond Software are held;
 - 13.1.2 the Customer shall promptly return to Beyond, or otherwise dispose of as Beyond may instruct, all samples, technical pamphlets, catalogues, advertising materials, specifications and other materials, documents or papers whatsoever sent to the Customer and relating to Beyond Software or Beyond's business (other than correspondence which has passed between the parties) which the Customer may have in its possession or under its control;
 - 13.1.3 the accrued rights of the parties as at termination or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination shall not be affected or prejudiced;
 - 13.1.4 all rights and licences under this Agreement shall terminate; and
 - 13.1.5 the Customer shall pay all sums which are due to Beyond as at the date of termination.

- 13.2 The termination of this Agreement shall not of itself give rise to any liability on the part of Beyond to pay any compensation to the Customer for loss of profits or goodwill, to reimburse the Customer for any costs relating to or resulting from such termination, or for any other loss or damage.

14. FORCE MAJEURE

Neither party shall in any circumstances 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, including, without limitation, strikes, lock-outs or other industrial disputes failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for two months, the party not affected may terminate this Agreement by giving 20 Business Days' written notice to the other party.

15. NOTICES

- 15.1 Any notice or other formal communication 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 working day delivery service at its registered office, or by email (subject to satisfactory proof of despatch).
- 15.2 Any notice or communication shall be deemed to have been received:
- 15.2.1 if delivered by hand, at the time the notice is left at the proper address;
 - 15.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or if by air-mail on the fifth Business Day after posting; and
 - 15.2.3 if sent by email, at the time of transmission subject to satisfactory proof of despatch.
- 15.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

16. GENERAL

- 16.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 16.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 16.3 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
- 16.4 This Agreement and the documents referred to in it constitute the entire agreement between the parties and supersede and extinguish all previous and contemporaneous agreements,

promises, assurances and understandings between them, whether written or oral, relating to its subject matter.

- 16.5 Each party acknowledges that in entering into this Agreement it does not rely on, and 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.
- 16.6 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 16.7 Nothing in this clause shall limit or exclude any liability for fraud.
- 16.8 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 16.9 Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 16.10 No one other than a party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.
- 16.11 The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 16.12 This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 16.13 This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and interpreted in accordance with the laws of England and Wales.
- 16.14 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any disputes or claims arising out of or in connection with this Agreement, its subject matter or its formation (including non-contractual disputes or claims).

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

Agreement

	For and on behalf of the CUSTOMER	For and on behalf of BEYOND
Signature		
Print Name		
Date		

Schedule B/????/001

Revision 1.0

Customer	
Assignment	
Services to be Performed:	
Objectives	
Approach	
Basis of Costs	
Agreed (daily) rate(s)	
Expenses	
Schedule Start Date	
Schedule End Date	

	For and on behalf of the CUSTOMER	For and on behalf of BEYOND
Signature		
Print Name		
Date		