



MONTVIEUX

Agreement For The Provision Of G Cloud 15 Services

This Contract Agreement is Made On _____ day of _____, 20[XX]

BETWEEN:

- (1) [CustomerName] whose registered office is at [Customer Registered Address] (the “Customer”); and
 (2) Montvieux Limited a company incorporated in England and Wales under company number **06444463** whose registered office is at Lennox House, 3 Pierrepont Street, Bath, BA1 1LB UK (“Montvieux”)
 each a “Party” and together referred to as the “Parties”.

BACKGROUND:

- (A) The Customer has a requirement to provide Machine Intelligence.
 (B) Montvieux Machine Intelligence service meets the Customer’s requirement.
 (C) This Contract Agreement sets out the terms on which Montvieux will deliver the service to the Customer.

IT IS HEREBY AGREED AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

Concerning products, customers, business accounts, financial or contractual arrangements or other dealings, transactions or affairs, reports, recommendations, advice or tests and development plans, and in whatever form whether in writing, given orally or contained in an electronic format, and which is either marked as confidential (or with some similar legend) or otherwise clearly intended to be confidential;

“**Routine Maintenance**” has the meaning given to it in the Service Level Agreement, which forms part of the Service Definition;

“**Service**” means the delivery of the service by Montvieux as detailed in the Service Definition following the Service Start Date, but excluding work associated with the manufacture and/or supply of the Goods;

“**Service Build**” means the part of the Service relating to commissioning the equipment and systems required to deliver the Service, as defined and specified in the Service Specification;

“**Service Credits**” means a reduction or rebate in the Charges calculated in accordance with the provisions of the Service Level Agreement; “**Achieved Service Level**” has the meaning given to it in Clause 7.1;

“**Charges**” means the charges made by Montvieux for the provision of the Services and the Goods, as specified in the Service Definition;

“**Contract**” means the contract between the Parties for provision of the Service, comprising this Contract Agreement and all the Annexes and Schedules to this Contract Agreement;

“**Contract Term**” means the term of the Contract, as set out in Clause 3.1 (Term);

“**Customer Resources**” has the meaning given in Clause 5.1.1;

“**Deemed acceptance**” defines a condition under which a deliverable will be judged to be accepted by the customer;

“Deliverables” means the Goods, Documentation and any other documents, articles or other materials, and any data or other information relating to the Services to be provided by Montvieux to the Customer in accordance with the Service Specification;

“Documentation” means the reports supplied by Montvieux to the Customer in accordance with the Service Definition;

“Effective Date” means [Effective Date];

“Goods” shall mean the goods to be supplied under the Contract, as described in the Service Definition Document;

“Intellectual Property” means all patents, utility models, trademarks, rights (registered and unregistered) in any designs; applications for any of the foregoing; copyright; semi-conductor topography rights; database rights; rights protecting goodwill and reputation; know-how; inventions, secret formulae and processes; other confidential information and all rights and forms of protection of a similar nature to these or having equivalent effect anywhere in the world.

“Proprietary Information” means trade secrets, and all other information of a confidential or proprietary nature including but not limited to any and all technical information, data, drawings, process information and know-how and embracing reports, computer software (whether in object or source code) and designs and any information

“Service Level” means the service levels for the Service specified in the Service Level Agreement;

“Service Level Agreement” means the service level agreement for the Service set out in the Service Definition Document;

“Service Start Date” means the date the Service commences operation following completion of the Service Build, being the date specified as such in the Certificate of Conformity;

“Work” means the performance of the Services and/or the supply of Deliverables.

1.2 In this Contract Agreement, references to

1.2.1 any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced;

1.2.2 the masculine include the feminine and the neuter and vice versa;

1.2.3 the singular include the plural and vice versa;

1.2.4 Clauses or Annexes or Schedules are references to the clauses, annexes or schedules to the Contract; and

1.2.5 the words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”.

1.3 The definitions set out in the Service Definition and Service Level Agreement shall apply to this contract

1.4 Headings are included in this Contract for ease of reference only and shall not affect the interpretation or construction of the Contract.

2 APPLICATION OF CONDITIONS

2.1 The terms and conditions of this Contract Agreement are the only terms upon which Montvieux is prepared to deal with the Customer and they shall govern the Contract to the entire exclusion of all other terms and conditions, including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document.

2.2 In the case of any conflict between any of the provisions of this Contract Agreement and any other document incorporated or referred to in the Contract, the order of precedence for the purposes of resolving such conflict shall be as follows:

2.2.1 firstly, the terms and conditions of this Contract Agreement;

2.2.2 then, the Service Definition;

2.2.3 then the remaining Annexes to this Contract Agreement; and

2.2.4 lastly, any other documents referred to in the Contract.

3 CONTRACT TERM

3.1 The Contract shall commence on the Effective Date and shall remain in effect from the Effective Date unless terminated earlier in accordance with Clause 16 (Termination).

4 SUPPLY OF GOODS AND SERVICES

4.1 Montvieux shall, during the Contract Term, provide the Service to the Customer on and subject to the terms of the Contract.

4.2 Montvieux will perform the Service and supply the Deliverables in accordance with the Service Definition or, if no time period is specified in the Service Specification, within a reasonable period of time. Time shall not be of the essence in this Contract.

4.3 Montvieux shall undertake the Service Commissioning in accordance with the service definition.

4.4 On completion of the Service Commissioning, Montvieux shall notify the Customer by issuing the Service Start Date.

4.5 The Service Period shall commence on the Service Start Date supplied by Montvieux to the Customer. From the Service Start Date up to (but not including the Service Level Start Date), Montvieux shall provide the Service in accordance with the Contract, but the Service Levels shall not apply to provision of the Service. The Service Levels shall apply to the provision of the Service with effect from the Service Start Date.

4.6 Unless otherwise stated in the Contract, all Deliverables shall be delivered by Montvieux at Montvieux's place of business where the Service is performed.

4.7 Montvieux's employees, agents and representatives working on the Customer's premises shall abide by such regulations detailed in the Contract as are applicable to their presence on the Customer's premises.

4.8 Montvieux may at any time make any changes to the Service which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the relevant Services. Montvieux shall within a reasonable time notify the Customer that such changes have been made.

4.9 Except to the extent that they form part of the Service Definition or are expressly incorporated into this Agreement, all drawings, descriptive matter, specifications and advertising issued by Montvieux and any descriptions or illustrations contained in Montvieux catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the matters described in them and will not form part of this Agreement.

5 CUSTOMER'S RESPONSIBILITIES

5.1 The Customer shall:

5.1.1 provide to Montvieux and to its employees, agents and representatives and all other persons duly authorised by Montvieux at the times stated in this Agreement or otherwise in a timely manner with full,

safe and uninterrupted access including remote access to the Customer's personnel, premises, equipment, systems, facilities and software as may reasonably be required for the purpose of performing the Work ("**Customer Resources**").

5.1.2 provide Montvieux with all necessary co-operation in relation to this Agreement; and all necessary access to such information as may be required by Montvieux in order to render the Services;

5.1.3 comply with all applicable laws and regulations with respect to its activities under this Agreement;

5.1.4 carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner;

5.1.5 provide all appropriate instructions, documents, licences or authorisations in a timely manner to enable Montvieux to perform the Services and deliver the Deliverables; and

5.1.6 ensure that its network and systems comply with the relevant specifications provided by Montvieux from time to time.

5.2 The Customer represents and warrants that it has the full right, authority and licence to enter into this Agreement and to supply and disclose the Customer Resources and that any Customer Resource and its use by Montvieux for the purpose of performing the Work will not infringe the copyright or other Intellectual Property Rights of any third party.

5.3 Where this Agreement requires Montvieux to perform work at the Customer's premises, the Customer shall:

5.3.1 be responsible for arranging, in good time and at its own expense, all permits, licences or other permissions necessary to enable Montvieux's employees, agents and representatives to gain access to, and perform the work at, such premises; and

5.3.2 provide adequate working space and office facilities (including telephone and data communications) at its premises for use by Montvieux's employees, agents and representatives and take reasonable care to ensure their health and safety.

5.4 The Customer shall, in accordance with statutory health and safety requirements, provide prior written notice to Montvieux of any health or safety hazards associated with any Customer Resources and/or Customer facilities used by Montvieux in connection with the performance of the Services.

5.5 In the event of any failure or delay on the part of the Customer to supply the Customer Resources, or if the same are not in accordance with the Contract or are not fit for the purpose provided, then Montvieux shall within a reasonable time notify the Customer of any delay or defect, including particulars of the same. The Customer shall as soon as reasonably practicable and at its own expense supply replacement Customer Resources or make good such defect.

5.6 If Montvieux is delayed in or prevented from performing any part of the Service due to (a) the Customer's failure or delay in fulfilling any of its responsibilities or obligations under this Agreement (including without limitation any failure or delay to supply the Customer Resources) and/or (b) any act or omission of the Customer's employees, agents or contractors, then:

5.7.1 Montvieux shall be entitled to an extension of time to any agreed schedule for delivering the Service and its performance by a period of time equivalent to such delay.

5.7.2 the Customer shall reimburse Montvieux for any additional costs reasonably incurred by Montvieux as a result of the failure and/or delay.

6 REPRESENTATIVES

6.1 The Customer shall appoint a representative (the “Customer’s Representative”) to be available to liaise with, and respond to queries from, Montvieux personnel.

6.2 Montvieux shall appoint a representative (“Montvieux’s Representative”) to be available to liaise with, and respond to queries from the Customer.

6.3 The Customer’s Representative and Montvieux Representative shall meet at least Quarterly to discuss matters relating to this Agreement.

7 SERVICE LEVELS

7.1 The Service Levels shall apply to the provision of the Service with effect from the Service Level Start Date.

7.2 Where any part of the Service is stated in the Service Definition to be subject to a specific Service Level, Montvieux shall provide that part of the Service in such manner as will ensure that the standard of performance actually achieved by Montvieux in respect of that Service (“Achieved Service Level”) is equal to or higher than such specific Service Level as described in the Service Level Agreement.

7.4 In the event that any Achieved Service Level falls short of the Service Commitment, without prejudice to any other rights that the Customer may have, the provisions of Service Credits shall apply.

8 ACCEPTANCE

8.1 Milestone Acceptance - Acceptance of defined Milestones by Montvieux is conditional on the Customer’s acceptance of the deliverable for the Milestone. In the case of Payment milestones, the associated invoices shall not be submitted until the Customer has accepted.

Acceptance will take place once the Customer has accepted the deliverable. The Customer will employ best endeavours to ensure the deliverables are assessed and reviewed within 5 working days of the customer being made aware they have been made available and that reasonable endeavours are then employed to confirm acceptance within 10 working days. Once this timescale passes, and if no rework request has been made in writing, the deliverables will be deemed to have been accepted.

8.2 Final Acceptance - Final acceptance shall occur at successful completion and sign-off by the Customer following the Customer’s approval that the deliverables are compliant with the contract requirements. Unless otherwise agreed between Montvieux and the Customer, the Customer will be responsible for the acceptance of all deliverables.

Acceptance will take place once the Customer has accepted the deliverable. The Customer will employ best endeavours to ensure Montvieux’s deliverables are assessed and reviewed within 5 working days of the customer being made aware they have been made available and that reasonable endeavours are then employed to confirm acceptance to the supplier within 10 working days. Once this timescale passes and if no rework request has been made in writing the deliverables will be deemed to have been accepted.

8.3 Acceptance Criteria - Deliverables against individual Milestones may be reviewed and accepted based on the following:

1. Requirement Compliance: Demonstration of compliance to the Technical Baseline through Design Verification Test.
2. Verification Inspection: Successful inspection of each deliverable by the Customer.
3. Correctness, Completeness, Consistency and Clarity

9 CHARGES AND PAYMENT

9.1 In consideration of the provision of the Services and any other Deliverables, the Customer shall pay the Charges set out in the Pricing Document.

9.2 The Customer shall pay to Montvieux the Charges in respect of the Work by bank transfer to a bank account nominated by Montvieux applying best endeavours to meet the objectives of the HMG Prompt Payment Code and its application to SME's as per <https://www.gov.uk/guidance/prompt-payment-policy> but no later than within 30 days of submission of an invoice by Montvieux, otherwise Montvieux reserves the right to make additional charges for late payment.

9.3 Unless otherwise stated in this Agreement, the Charges are exclusive of any Value Added Tax, sales tax or similar, and any taxes, duties or imposts chargeable thereon all of which shall be payable by the Customer as an additional charge. All payments due from the Customer shall be made without deduction of any set-offs, taxes, charges and other duties (including any withholding or income taxes).

9.4 If the Customer disputes any invoice or part thereof, the Customer shall immediately notify Montvieux in writing of the reasons therefore. The Customer shall immediately pay the undisputed portion of the invoice and the Parties shall seek to resolve the dispute within 14 days, and in the absence of a resolution the provisions of Clause 20 (Dispute Resolution) shall apply. Upon resolution of the dispute, such sum as is agreed by the Parties as payable shall be paid immediately to Montvieux, together with any interest due under Clause 8.5.

9.5 If the Customer fails to pay Montvieux any sum due pursuant to this Agreement, the Customer will be liable to pay interest to Montvieux on such sums from the due date for payment calculated by reference to (i) the applicable rate due under the Late Payment of Commercial Debts (Interest) Act 1998; or (ii) an annual rate equivalent to the base lending rate of the Bank of England, plus 8 percentage points. Such interest shall accrue on a daily basis until payment is made, whether before or after any judgement.

9.6 Whenever under this Agreement any sum of money shall be recoverable from or payable by the Customer, Montvieux may deduct the same from any sum then due to the Customer under this Agreement or any other contract between Montvieux and the Customer.

10 SERVICE CREDITS

10.1 Where Montvieux fails to provide the Service in accordance with the Service Commitment, Service Credits shall be applied to the Charges for the Services in accordance with the Service Level Agreement.

11 CHANGE CONTROL

11.1 If either Party requests a change to the Service Specification, Montvieux shall, within a reasonable period, provide a written estimate to the Customer of:

11.1.1 the likely time required to implement the change;

11.1.2 any variations to the Charges resulting from the change

11.1.3 the likely effect of the change on the carrying out of the Work and the terms of this Agreement.

11.2 If the obligation to do so unless and until the Parties have agreed in writing the necessary variations to the Charges and any other relevant terms of this Agreement to take account of the change.

12 INTELLECTUAL PROPERTY RIGHTS

12.1 Only the licences or rights granted pursuant to the express terms of this Agreement shall be of any legal force or effect. No other licence rights shall be created by implication, estoppel or otherwise.

12.2 The Customer owns all data provided by the Customer to Montvieux and hereby grants to Montvieux a perpetual, irrevocable licence to aggregate such data with other data collected by or for Montvieux for the purpose of carrying out the Services.

12.3 All Intellectual Property Rights generated by Montvieux pursuant to this Agreement will vest solely in Montvieux.

13 WARRANTY AND EXCLUSIVE REMEDY

13.1 Montvieux warrants that it will:

13.1.1 perform the Services with all reasonable skill and care; and

13.1.2 provide suitable, qualified and experienced personnel to carry out the Services or tasks related to the provision of the Services.

13.2 Notwithstanding the generality of the foregoing Montvieux makes no warranty that all or any of the Deliverables will be suitable for or to enable the Customer to achieve any particular purpose even when such purpose has been notified to Montvieux.

13.3 Montvieux makes no warranty that all or any of the Deliverables will not infringe the rights of any third party.

13.4 The Parties acknowledge that the Goods to be supplied under this Agreement are manufactured by a third party and Montvieux does not therefore give any warranty, guarantee or assurance of any kind as to their quality, fitness for purpose or otherwise, but shall, where reasonably possible, extend to the Customer the benefit of any warranty, guarantee or indemnity given by the party supplying the goods to Montvieux.

13.5 The customer acknowledges and accepts that the warranties at Clause 12.1 are its sole and entire warranties in connection with:

The supply of the Service and any associated deliverables and the performance by Montvieux of any work to be carried out under this agreement. All other warranties, conditions, terms, representations, statements undertakings which may otherwise be implied (by statute, common law, custom usage or otherwise) in relation to such supply are excluded to the fullest extent permitted by Law.

14 LIMITATION OF LIABILITY

14.1 The following provisions set out the entire financial liability of Montvieux (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer arising under or in connection with this Agreement in respect of:

14.1.1 any breach of this Agreement; and

14.1.2 any representation, statement or tortious act or omission including negligence and any other basis of liability.

14.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

14.3 Nothing in this Agreement shall exclude Montvieux for:

14.3.1 death or personal injury caused by Montvieux negligence; or

14.3.2 fraud committed by Montvieux (including fraudulent misrepresentation); or

14.3.3 any other matter which it would be illegal, or in breach of any statutory provision, for Montvieux to exclude or attempt to exclude its liability for.

14.4 Subject to Clause 9 and Clause 13.3, Montvieux shall not be liable to the Customer whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation (whether innocent or negligent), restitution or otherwise for (i) any, indirect, special or consequential loss, damage, costs, expenses or other claims whatsoever; or (ii) any economic loss (including loss of profit, loss of business, depletion of goodwill or like loss); or (iii) any loss, damage or liability to the extent caused by the negligence, wilful misconduct or other fault of the Customer, its employees, agents or contractors or a breach by the Customer of this Agreement.

14.5 Subject to Clause 9 and Clause 13.3, Montvieux's aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance, non-performance or contemplated performance of this Agreement shall be limited to the Charges payable under this Agreement.

14.6 All claims relating to the Service shall not exceed £10M for any single claim.

15 DATA PROTECTION

15.1 If Montvieux processes any personal data on the Customer's behalf when performing its obligations under this Agreement, the Parties record their intention that the Customer shall be the data controller and Montvieux shall be a data processor and in any such case:

15.1.1 the Customer shall ensure that the Customer is entitled to transfer the relevant personal data to Montvieux so that Montvieux may lawfully use, process and transfer the personal data in accordance with this Agreement on the Customer's behalf;

15.1.2 the Customer shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;

15.1.3 Montvieux shall process the personal data only in accordance with the terms of this Agreement and any lawful instructions reasonably given by the Customer from time to time; and

15.1.4 each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

15.2 The Customer hereby indemnifies Montvieux for and against any losses or claims made by or on behalf of a data subject arising from or relating to the transfer of that personal data from the Customer to Montvieux in accordance with these provisions or for any claims made by third parties relating to that transfer of personal data.

15.3 For the purposes of this clause, the terms 'data subject', 'data controller' and 'data processor' shall have the meanings ascribed to them in the Data Protection Act 2018.

16 COMMERCIAL CONFIDENTIALITY

16.1 Without prejudice to the rights of either Party arising elsewhere in this Agreement, all Proprietary Information exchanged between the Customer and Montvieux (including that contained in any Customer Resources and Deliverables) shall be treated as commercially confidential in accordance with this clause.

16.2 Neither Party shall use, disclose or knowingly permit to be disclosed to any person (except those employees, agents or sub-contractors who need to know the information for the purposes of this Agreement or to outsourced service providers to a Party who need to know the information for the

purpose of providing services to that Party) any Proprietary Information of the other Party without the prior written consent of the other Party and both Parties shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind the Parties.

16.3 The obligations of confidentiality owed by one Party to the other set out in this clause shall remain in force despite the completion (or earlier determination) of this Agreement but shall not apply to information which

16.3.1 is in or enters the public domain (otherwise than by a breach of the receiving Party's confidentiality obligations under this Agreement);

16.3.2 is known without restriction to the receiving Party at the time of disclosure without breach of any obligation of confidentiality;

16.3.3 becomes known to the receiving Party without restriction from an independent source having the right to convey it; or

16.3.4 is shown to the reasonable satisfaction of the originating Party to have been generated independently by the receiving Party.

16.4 Nothing herein shall prevent the disclosure of information by the receiving Party to the extent required by applicable law or by the regulations of any stock exchange or regulatory authority to which such Party is subject or pursuant to any order of court or other competent authority or tribunal PROVIDED THAT:

16.4.1 the receiving Party first gives the other Party, where possible, the opportunity to make and/or manage the necessary disclosure;

16.4.2 where the receiving Party is required to make the disclosure itself, the disclosure made is the minimum required (having regard to all possible exemptions from disclosure) and is made under maximum possible constraints of confidentiality; and

16.4.3 the other Party is provided with full information on the intended disclosure and is fully consulted.

16.5 The Parties acknowledge that damages would not be an adequate remedy for any breach of this clause and that (without prejudice to any other rights or remedies that the Parties may be entitled to as a matter of law), both Parties will be entitled to seek the remedies of injunction, specific performance, and other equitable relief to enforce the provisions of this clause and no proof of special damages shall be necessary for the enforcement of the provisions of this clause.

17 TERMINATION

17.1 Montvieux shall be entitled to terminate this Agreement on giving three months' written notice to the Customer.

17.2 Without prejudice to any rights of action or remedy which have accrued or shall accrue, either Party (the "Terminating Party") may at any time by written notice terminate this Agreement if:

17.2.1 the other Party is in breach of any material obligation under this Agreement (which shall include non-payment of any sum due) and if the breach is capable of remedy, the other Party has failed to remedy such breach within thirty (30) days of written notice to that Party requiring remediation of the breach; or

17.2.2 any distress, execution or other process is levied upon any of the assets of the other Party; or

17.2.3 the other Party enters into any compromise or arrangement with its creditors, commits any act of bankruptcy or if an order is made or an effective resolution is passed for its winding up (except for the purposes of amalgamation or reconstruction as a solvent company) or if a petition is presented to court, or

if a receiver and/or manager, administrative receiver or administrator is appointed in respect of the whole or any part of the other Party's undertaking or assets; or

17.2.4 the other Party ceases or threatens to cease to carry on its business.

17.3 Where Montvieux terminates this Agreement under this clause, the Customer shall within seven (7) days pay to Montvieux:

17.3.1 all outstanding payments invoiced by Montvieux under this Agreement at the date of termination;

17.3.2 in addition a fair and reasonable price for work done or in progress but not invoiced for at the date of termination;

17.3.3 all costs (including overheads) and liabilities incurred by Montvieux arising out of or resulting from termination, including but not limited to suppliers' and sub-contractors' cancellation charges; and

17.3.4 a sum in respect of the profits which Montvieux would have made under this Agreement but for its termination.

17.4 The provisions of Clauses 11 (Intellectual Property Rights), 12 (Warranty and Exclusive Remedy), 13 (Limitation of Liability), 14 (Data Protection), 15 (Commercial Confidentiality), 18 (Publicity), 22 (Entire Agreement), 29 (Dispute Resolution) and 30 (Governing Law and Jurisdiction) shall survive the expiry or termination of this Agreement together with any other provision which by the nature of its terms is implicitly intended to survive expiry or termination.

18 FORCE MAJEURE

18.1 Neither Party shall be in breach of this Agreement nor liable for any failure to perform, or any delay in performing, its obligations if the failure or delay is due directly or indirectly to any cause beyond its reasonable control, including, without limitation:

18.1.1 any act of God, fire, flood, explosion, accident, war, governmental actions, strikes, civil disturbance or emergency; or

18.1.2 accident or breakdown of major plant or equipment; or

18.1.3 failure of a utility service or transport or telecommunications network.

18.2 In the event of failure or delay arising from such circumstances, the affected Party will provide full details to the other Party and shall take reasonable steps to mitigate the effect of the delay. Performance of this Agreement shall be suspended for such time as the delay continues.

18.3 Either Party may terminate this Agreement upon written notice to the other Party and if the force majeure event lasts more than 180 days. In such event the Parties shall, subject to the provisions of Clause 17.4, be released from all obligations under this Agreement and the Customer shall pay to Montvieux within seven (7) days: (i) all outstanding payments invoiced by Montvieux under this Agreement at the date of termination; (ii) any amount due pursuant to Clause 5.7; and (iii) in addition a fair and reasonable price for work done or in progress but not invoiced for at the date of termination.

19 PUBLICITY

19.1 Neither the Customer nor Montvieux shall without the prior written consent of the other Party:

19.1.1 make use of the other Party's name;

19.1.2 make use of the name of any of the other Party's personnel, customers or agents;

19.1.3 make use of any information obtained under this Agreement for publicity purposes; or

19.1.4 refer to the other Party or this Agreement in any advertisement or public announcement or notice except to the extent required by law or any competent regulatory body.

20 WAIVER

20.1 Failure by either Party to enforce, at any time or for any period, any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

21 SEVERANCE

21.1 If any provision of this Agreement is held by any competent authority to be illegal, void, voidable, invalid, unenforceable or unreasonable in whole or in part it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the validity of the other provisions of this Agreement and the remainder of the provision in question shall not be affected.

22 ENTIRE AGREEMENT

22.1 This Agreement constitutes the entire agreement between the Parties in connection with its subject matter and neither Party has relied on any warranty, statement, representation (whether innocent or negligent) or promise by or on behalf of the other Party, except as expressly set out in this Agreement.

22.2 Each Party agrees that its only liability in respect of the representations and warranties that are set out in this Agreement (whether made innocently or negligently) shall be for breach of contract.

23 ASSIGNMENT

23.1 The Customer shall not be entitled to assign this Agreement or any part of it without the prior written consent of Montvieux.

23.2 Montvieux may assign this Agreement or any part of it to any person, firm or company.

24 NO PARTNERSHIP OR AGENCY

24.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute any Party the agent of the other Party, nor authorise either Party to make or enter into any commitments for or on behalf of the other Party.

25 AMENDMENTS

25.1 No amendment to this Agreement shall be effective unless signed on behalf of both Parties.

26 THIRD PARTY RIGHTS

26.1 A person who is not a Party to this Agreement shall have no right under this Agreement (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

27 NON-SOLICITATION

27.1 The Customer undertakes during the Contract Term and for 12 months thereafter not to solicit or make an offer of employment (or an offer for services) to any employee, officer or agent of Montvieux engaged in performance of the work under this Agreement.

28 NOTICES

28.1 A notice given under or in connection with this Agreement must be in writing and delivered by hand or sent by first class post or recorded delivery post to the Company Secretary at Montvieux's registered office with a copy to the Commercial Manager at the address set out in this Agreement or (as the case may be) to the address of the Customer shown in this Agreement or to such other address or individuals as either Montvieux or the Customer (as the case may be) may substitute by notice to the other Party.

28.2 Notice shall be deemed given:

28.2.1 if sent by first class post or recorded delivery post or international overnight courier: two business days after posting or sending by such courier exclusive of the day of posting or sending;

28.2.2 if delivered by hand: on the day of delivery.

29 DISPUTE RESOLUTION

29.1 If any dispute arises out of or in connection with this Agreement ("Dispute") the Parties undertake that, prior to the commencement of any legal proceedings pursuant to Clause 30, they will seek to have the Dispute resolved amicably by use of an alternative dispute resolution procedure acceptable to both Parties. Either Party will be entitled to initiate the process by written notice to the other.

29.2 If the Dispute has not been resolved to the satisfaction of either Party within thirty days of initiation of the procedure pursuant to Clause 30.1 or if either Party fails or refuses to participate in or withdraws from participating in the procedure then either Party may deal with the Dispute through legal proceedings issued in accordance with Clause 30.

30 GOVERNING LAW AND JURISDICTION

30.1 This Agreement and any dispute or claim arising out of or in connection with it (whether such disputes are contractual or non-contractual in nature, such as claims in tort, for breach of statute or regulation, or otherwise) shall be governed by and construed in accordance with English law.

30.2 Each Party hereby irrevocably submits to the exclusive jurisdiction of the English Courts PROVIDED THAT each Party shall have the right to enforce a judgement of the English Courts in a jurisdiction in which the other Party is incorporated or in which any assets of the other Party may be situated AND FURTHER PROVIDED THAT each Party shall have the right to take proceedings before the courts of any competent authority of any country for injunctive or interim remedies in relation to any breach of this Agreement including any infringement of a Party's Intellectual Property.

31 COUNTERPARTS

31.1 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.

This Agreement is signed by the parties' authorised representatives as follows:

On behalf of **the Client** by **[TBC]**

Sign:

Date:

On behalf of **MONTVIEUX LIMITED** by **[TBC]**

Sign:

Date: