

Living Made Easy (LME) ORDER FORM – AskSARA Licence

Customer:	
Customer Company Number:	
Customer address:	
Contact	
Contact details	

Services	Development Services	The development and delivery of a white-labelled version of the following Platform(s): - [AskSara platform found at https://asksara.livingmadeeasy.org.uk/ -		
	Subscription Services	The right for End Users to access the White-labelled Platform granted under clause 3.4 of the Terms and Conditions.		
		API access	YES	NO
	Support Services	The support of the White-labelled Platform, as set out in clause 3.5 and clause 3.6 of the Terms and Conditions.		
Initial Term				
Extended Term				
Fees	Development Fees			
	Licence Fees			

Execution

The Agreement is made up of this Order Form and the latest version of Living Made Easy Terms and Conditions as at the date of the first party to sign this Order Form. Living Made Easy and the Customer confirm that they have read this Agreement and agree to be bound by its terms. Unless the context otherwise requires, definitions that are used in the Terms and Conditions have the same meaning in this Order Form. This Agreement shall be legally formed, and the parties shall be legally bound, when both Living Made Easy and the Customer have signed this Order Form.

For and on behalf of Living Made Easy		For and on behalf of the Customer	
Signed		Signed	
Name (Print)		Name (Print)	
Position		Position	
Date		Date	

Living Made Easy WHITE-LABEL PLATFORM TERMS AND CONDITIONS

(these **Terms and Conditions**)

1. Definitions

In this Agreement:

- 1.1 the following terms shall have the following meanings unless the context requires otherwise:

Acceptance: the acceptance or deemed acceptance of the White-labelled Platform by the Customer pursuant to Clause 4.

Acceptance Tests: the tests of the White Labelled Platform as agreed between the parties in writing from time to time to be carried out following Living Made Easy's supply of the Development Services.

Agreement: this agreement signed by the parties made up of the Order Form and these Terms and Conditions.

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

Change: an amendment to: (a) the scope, nature, volume or execution of the Services under this Agreement; or any other term of this Agreement.

Change Control Notice: the written record of any Change agreed or to be agreed by the parties in accordance with clause 15 which shall be in the form set out in the Schedule.

Commencement Date: has the meaning given to it in clause 2.4.

Confidential Information: any information in any form obtained by or on behalf of either party from or on behalf of the other party in relation to this Agreement which is expressly marked as confidential or which a reasonable person would consider to be confidential, whether disclosed or obtained before, on or after the date of this Agreement, together with any reproductions of such information or any part of it.

Controller: has the meaning given to it in Data Protection Legislation.

Controlling Party: has the meaning given in clause 11.8.

Customer Branding: (a) any of the Customer's trademarks, trade names, service marks, trade dress, logos, URLs and domain names;

(b) any of the Customer's identifying slogans and symbols; and

(c) any abbreviation, contraction or simulation of any of the items in paragraph (a) or paragraph (b),

that the Customer wishes Living Made Easy to display on the White-labelled Platform from time to time, whether or not registered.

Customer Content: any content, information, images, text or data provided by the Customer to Living Made Easy that the Customer wishes to be incorporated into the White-labelled Platform and accessible to End Users.

Data Protection Legislation: all applicable data protection and privacy legislation, regulations and guidance including: Regulation (EU) 2016/679 (the General Data Protection Regulation or GDPR) and the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations and any guidance or codes of practice issued by the European Data

Protection Board or Information Commissioner's Office from time to time (all as amended, updated or re- enacted from time to time).

Development Fees: the fees payable by the Customer to LME in consideration of LME provision of the Development Services.

Development Services: has the meaning given to it in the Order Form.

LME: Living Made Easy, a part of the Shaw Trust Limited, which is a registered charity under English charity number 287785 (Scottish charity number SCO39856) and company number 01744121, with a registered address of Black Country House, Rounds Green Road, Oldbury, England, B69 2DG.

LME API: Living Made Easy application programming interface, which is to be used as an interface between the Customer's website and the White- labelled Platform.

LME API Data: any content, images, photographs, illustrations, icons, texts, video, audio, written materials, software or other content, materials or data that the Customer accesses or uses via the LME API.

Effective Date: the date of Acceptance.

End User: any person that accesses and uses the White-labelled Platform including the employees, agents and independent contractors of the Customer who are authorised by the Customer to use the White-labelled Platform.

Fees: the fees payable to LME by the Customer under this Agreement as detailed in the Order Form.

Initial Term: the period of time set out in the Order Form that begins on the Commencement Date.

Intellectual Property Rights: means any and all patents, trade marks, service marks, copyright, database rights, moral rights, rights in a design, know-how, confidential information and all or any other intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world together with all or any goodwill relating or attached thereto.

Extended Term: the period of time set out in the Order Form that begins on the expiry of the Initial Term.

Licence Fees: the fees payable by the Customer to LME in consideration of LME's provision of the Subscription Services.

Non-LME Defect: has the meaning given to it in clause 4.4.

Order Form: the written document that LME shall provide to the Customer containing specific information relating to the particular services to be provided by LME to the Customer.

Personal Data and **Personal Data Breach:** have the meaning given to it in Data Protection Legislation.

Platform: any infrastructure and cloud-based platform, owned and operated by LME.

Processing: has the meaning given to it in Data Protection Legislation and Process shall be interpreted accordingly.

Services: has the meaning given to it in clause 3.1.

Specification: the specification for the White-labelled Platform, agreed in writing between the parties from time to time.

Subscription Services: has the meaning given to it in clause 3.4.

Support Services: has the meaning given to it in the Order Form.

Term: the Initial Term and/or each Extended Period.

White-labelled Platform: the cloud-based platform, developed by LME as part of the Services, which shall be owned and operated by LME and shall incorporate the Customer Branding and the Customer Content.

Clause 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 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders

1.5 This Agreement shall be binding on, and ensure to the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

1.6 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.

1.7 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time.

1.8 A reference to writing or written includes email.

1.9 The Schedule forms part of this Agreement and shall have effect as if set out in full in the body of this Agreement.

2. Basis of Agreement

2.1 The terms of this Agreement apply to the exclusion of any terms and conditions submitted, proposed or stipulated by the Customer in whatever form and at whatever time. These Terms and Conditions apply to all Services.

2.2 Save as expressly provided in this Agreement, this Agreement shall operate to the entire exclusion of any other agreement, understanding or arrangement of any kind between the parties preceding the date of this Agreement by misrepresentation as to a fundamental matter. This Agreement constitutes the whole agreement and understanding of the parties as to the subject matter of this Agreement and there are no provisions, terms, conditions or obligations, whether oral or written, express or implied, other than those contained or referred to in this Agreement.

2.3 The Order Form shall be in the form that LME requires from time to time. This Agreement shall be legally formed, and the parties shall be legally bound when LME has received and signed the Order Form that has been signed by an authorised signatory of the Customer and submitted by the Customer to LME (the **Commencement Date**).

2.4 If the Customer provides to LME a purchase order for its receipt of Services that purchase order shall be purely for the Customer's administrative purposes and shall not form part of this Agreement.

2.5 In the event of a conflict between these Terms and Conditions and the Order Form, the Order Form shall prevail.

3. Supply of Services

3.1 LME shall:

3.1.1 in return for the Customer's payment of Development Fees, provide the Development Services; and

3.1.2 from the Effective Date and in return for the Customer's payment of the Licence Fees, provide the Subscription Services; and provide the Support Services, (referred to as the **Services**).

3.2 The Customer acknowledges that LME will commence provision of the Services as soon as practicable, in any event within 10 weeks of execution of this Agreement or earlier as agreed between the Parties.

3.3 The Customer hereby grants to LME a non-exclusive, non-transferable right during the Term to use the Customer Branding and the Customer Content for the sole purpose of enabling LME to provide the Services to the Customer in accordance with this Agreement.

3.4 The Customer acknowledges and agrees that LME and/or its licensors own all the Intellectual Property Rights in the White-labelled Platform (except for the Customer Branding and the Customer Content), and in the results of the Services. Except as expressly stated in this Agreement, this Agreement does not grant the Customer any rights to, or in, any Intellectual Property Rights or any other rights or licences in respect of the White-labelled Platform (except for the Customer Branding and the Customer Content), or in the results of the Services.

3.5 LME shall grant to the Customer, from the Effective Date, a non-exclusive, non-transferable right, during the Term, to permit End Users to access the White-labelled Platform (the Subscription Services). The Customer acknowledges and agrees that each page of the White-labelled Platform shall, at LME's request, display a logo that identifies that the White-labelled Platform is owned and operated by LME.

3.6 LME does not warrant that use of the White-labelled Platform will be uninterrupted, timely, error-free or secure from unauthorised access, or that it will meet the Customer's (or an End User's) individual requirements. Whilst LME will use its reasonable endeavours to make the White-labelled Platform available, it shall not have any liability (subject to clause 12.1) if for any reason the White-labelled Platform is unavailable for any period.

3.7 LME, at no additional cost, shall maintain and support the White-labelled Platform. If LME informs the Customer of any fault or failure in the operation of the White-labelled Platform, LME will use its reasonable endeavours to respond to the Customer and resolve and rectify the fault or failure as soon as reasonably practicable.

3.8 The Customer shall provide LME with all necessary access to such information as may be required by LME in order to provide the Services including access to and/or copies of the Customer Branding and the Customer Content.

3.9 Use of the White-labelled Platform by End Users shall be subject to LME's standard terms and conditions for use and LME reserves the right to restrict any End User's access to the White-labelled Platform if it has not accepted, or complied with, such standard terms and conditions.

4. Development and Acceptance of the White-labelled Platform

4.1 Once LME has completed the Development Services in respect of the White-labelled Platform, the Customer shall run the Acceptance Tests.

4.2 The Acceptance Tests shall test if the White-labelled Platform materially complies with the Specification. The form and detail of such tests and the Specification shall be agreed by the parties in writing.

4.3 If the White-labelled Platform fails to pass the Acceptance Tests, the Customer shall, within 5 (five) Business Days from the completion of the Acceptance Tests or any part of these tests, provide a written notice to this effect, giving details of such failure(s). LME shall remedy the defects and/or deficiencies, and the relevant test(s) shall be repeated within a reasonable time.

4.4 If any failure to pass the Acceptance Tests results from a defect, which is caused by an act or omission of the Customer or by one of the Customer's sub-contractors or agents, for whom LME has no responsibility, (a Non-LME Defect), the White-labelled Platform shall be deemed to have passed the Acceptance Tests, notwithstanding such Non-LME Defect.

4.5 Subject to clause 4.4 and clause 4.6, Acceptance shall occur when the White-labelled Platform has passed the Acceptance Tests. The Customer shall notify LME when the Acceptance Tests have been passed and provide the results of the Acceptance Tests to LME in writing.

4.6 Acceptance shall also be deemed to have taken place if the Customer unreasonably delays the start of the relevant Acceptance Tests or any retests for a period of 5 (five) Business Days from the date LME has notified the Customer that is ready to commence running such Acceptance Tests (or retests).

5. API Licence

If the Order Form stipulates that the Customer may access the White-labelled Platform via the LME API, the following clauses shall be applicable to this Agreement:

5.1 LME grants to the Customer a royalty-free, non-exclusive, non-transferable and non-sub licensable licence to use the LME API for the Term;

5.2 the Customer agrees that in its use of the LME API it shall display a logo that identifies that the White-labelled Platform is owned and operated by LME;

5.3 the Customer shall not use the LME API in a way that is not expressly permitted by this Agreement;

5.4 except to the extent such activities are expressly agreed by the parties in writing, the Customer:

5.4.1 shall ensure that its use of the LME API is in accordance with any relevant API policy and all relevant legislation and must not use the LME API to make any Personal Data or Confidential Information publicly available; shall not distribute, license, sell, rent, lease or otherwise deal in or encumber the LME API; shall not modify, copy, add to, or otherwise enhance the LME API; and shall not decompile, observe, study or test the functioning of the LME API.

5.5 LME shall have the right at any time to access the Customer's website solely to ensure that the Customer is complying with this Agreement in respect of its use of the LME API.

5.6 the Customer acknowledges that the LME API Data may contain third party Intellectual Property Rights and the Customer shall ensure that its use of such LME API Data does not infringe the Intellectual Property Rights of such third parties. In the event of any such infringement, the Customer's permission to use the LME API Data will automatically terminate and any copies made of the LME API Data must be immediately destroyed.

5.7 LME grants to the Customer a limited, non-exclusive, revocable, non-assignable and non-transferable licence to download, copy, display, view and use the LME API Data.

5.8 LME reserves the right to make modifications to the LME API at any time for any reason and notice of such modifications shall be as notified to the Customer by LME from time to time.

6. Warranties

6.1 Each party warrants to the other that:

6.1.1 it has full capacity and authority to enter into this Agreement;

6.1.2 it is not, at the date of this Agreement, aware of any matters which could adversely affect its ability to perform its obligations under this Agreement to a material degree;

6.1.3 it has obtained all necessary authorisations to enable it to perform its obligations under this Agreement and shall continue to do so throughout its term; and

6.1.4 its obligations under this Agreement are valid, binding and enforceable.

6.2 The Customer warrants and represents to LME that it (and/or its licensors) owns all Intellectual Property Rights and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer's website, the Customer Branding and the Customer Content.

6.3 LME warrants and represents to Customer that it (and/or its licensors) owns all Intellectual Property Rights in and to the Platform, the White-labelled Platform (except for the Customer Branding and Customer Content) and the LME API and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Platform, the White-labelled Platform (except for the Customer Branding and the Customer Content) and the LME API.

7. Fees

7.1 In consideration of the Services that LME shall provide pursuant to this Agreement, the Customer shall pay the Fees as set out in the Order Form.

7.2 In accordance with the Order Form, or as otherwise in accordance with LME's normal expenses policies or procedures from time to time, LME may charge the Customer for its reasonable expenses incurred in the course of performing its obligations under this Agreement, such expenses shall not be considered to be included in any estimates or quotations which LME provides to the Customer at any time and shall be incurred and charged to the Customer on an ad hoc basis.

7.3 The Customer shall pay the Fees (and expenses) to LME within 30 (thirty) days of the date of each invoice.

7.4 Unless otherwise set out in the Order Form, all sums due under this Agreement are exclusive of VAT or other sales, import or export duties or taxes (if applicable) which shall be payable in addition at the same time as payment of any sums due.

7.5 The Customer shall pay LME all sums due under this Agreement by any payment method that LME may stipulate from time to time. No payment shall be considered paid until LME has received it in cleared funds in full.

7.6 Payment of sums due under this Agreement shall be in the currency in force in England from time to time.

7.7 All amounts due under this Agreement shall be paid by the Customer to LME in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7.8. If the Customer is late in paying any part of any monies due to LME under this Agreement, LME may (without prejudice to any other right or remedy available to us whether under this Agreement or by any statute, regulation or bye-law) do any or all of the following:

7.8.1 charge interest on the overdue amount due but unpaid at the annual rate of interest set under Section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 from time to time from the due date until payment (after as well as before judgment), such interest to run from day to day and to be compounded monthly;

7.8.2 recover its costs and expenses and charges (including legal and debt collection fees and costs) in collecting the late payment; and/or

7.8.3 suspend performance of this Agreement (or the Services or any part of the Services) until payment in full has been made.

8. Confidentiality

8.1 Each party must keep the other party's Confidential Information confidential and must not: use such Confidential Information except for the purpose of exercising or performing its rights and obligations under this Agreement; or disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 8. Each party must use adequate procedures and security measures to protect the other party's Confidential Information from inadvertent disclosure or release to unauthorised persons.

8.2 A party may disclose the other party's Confidential Information to those of its employees, agents and subcontractors who need to know such Confidential Information provided that: it informs such employees,

agents and subcontractors of the confidential nature of the Confidential Information before disclosure; and it does so subject to obligations equivalent to those set out in this clause 8.

8.3 A party may disclose the Confidential Information of the other party to the extent such Confidential Information is required to be disclosed by law provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

8.4 The obligations of confidentiality in this clause 8 shall not extend to any matter which either party can show:

8.4.1 is in, or has become part of, the public domain other than as a result of a breach of the confidentiality obligations of this Agreement; or

8.4.2 was independently developed by it; or

8.4.3 was independently disclosed to it by a third party entitled to disclose the same; or

8.4.4 was in its written records prior to receipt.

8.5 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this Agreement are granted to the other party, or to be implied from this Agreement.

8.6 On termination of this Agreement, each party must:

8.6.1 return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information;

8.6.2 erase all the other party's Confidential Information from its computer systems (to the extent possible); and

8.6.3 where requested in writing, certify in writing to the other party that it has complied with the requirements of this clause 8.6, provided that a recipient party may retain documents and materials containing, reflecting, incorporating or based on the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this clause 8 shall continue to apply to any such documents and materials retained by a recipient party following termination of this Agreement for any reason.

8.7 The provisions of this clause 8 shall continue to apply after termination of this Agreement.

8.8 Neither party shall make any announcement of any kind in respect of the subject matter of this Agreement except with the prior written consent of the other party (such consent not to be unreasonably withheld or delayed) or as is required by law. The parties shall act in a co-operative way in approving any announcement following the other party's request for consent.

8.9 Subject to both parties agreeing that the Customer's receipt of the Services has been a positive service experience (such agreement not to be unreasonably withheld), the Customer shall:

8.9.1 co-operate with LME on a press release announcing the Customer/LME's commercial relationship within three months of the Effective Date and be willing to discuss the same with the media following such press release; and

8.9.2 co-operate with any reasonable request from LME for assistance in the preparation of a case study documenting the Customer's experience in working with LME. The final text of the case study shall be subject to the Customer's written approval before publication which shall not be unreasonably withheld or delayed.

9. Indemnity

9.1 The Customer shall defend, indemnify and hold LME harmless against claims, actions, proceedings, losses, damages, expenses and costs (including court costs and reasonable legal fees) arising out of or in connection with:

9.1.1 the Customer Branding;

9.1.2 the Customer Content;

9.1.3 the Customer's website;

9.1.4 the Customer's use of the LME API; and/or

9.1.5 the Customer's or any End-User's use of the White-labelled Platform and/or the LME API.

10. Intellectual Property Rights

Except as expressly stated in this Agreement, this Agreement does not grant either party any rights to, under or in, any Intellectual Property Rights belonging to the other party (and/or its licensors).

11. Data Protection

11.1 The parties understand and acknowledge that LME and the Customer is each an independent Controller in relation to their respective obligations under this Agreement.

11.2 Each party shall, at all times, comply with all such Data Protection Legislation and any regulations made under it and in particular with the data protection principles set out in the Data Protection Legislation and with all relevant guidance notes issued from time to time by the Information Commissioner's Office. Any material breach of the Data Protection Legislation by one party shall, if not remedied within 10 (ten) Business Days of written notice from the other party, give grounds to the other party to terminate this Agreement with immediate effect.

11.3 Each party warrants to the other that the Personal Data it shares in relation to its respective activities and obligations under this Agreement can be lawfully used or disclosed to and by each other in the manner anticipated by this Agreement.

11.4 Where Personal Data is supplied to one party by the other party, the party in receipt of such Personal Data will ensure that it is only used for purposes lawfully authorised and in accordance with the terms of this Agreement.

11.5 Each party shall be responsible for responding to and resolving any complaint or request to exercise their rights from a data subject; or any correspondence with the Information Commissioner's Office, in relation to Processing it undertakes or in connection with this Agreement.

11.6 Each party agrees to maintain all Personal Data received pursuant to this Agreement in accordance with the Data Protection Legislation and shall ensure that it has appropriate technical and organisational measures in place to protect against the unauthorised or unlawful Processing of Personal Data relating to customers and against accidental loss or destruction of, or damage to this Data.

11.7 Each party shall ensure that the fair processing notices and (as required under Data Protection Legislation) any requests for consent are sufficient in scope to enable it to Process the Personal Data as required in order to obtain the benefit of its rights and fulfil its obligations under this Agreement in accordance with the Data Protection Legislation.

11.8 In so far as one party (the Processing Party) Processes any Personal Data on behalf of the other party (the Controlling Party), it shall:

11.8.1 act only on the written instructions of the other party (unless required by law to act without such instructions);

11.8.2 ensure that all employees, agents and/or contractors Processing Personal Data are subject to a duty of confidentiality no less onerous than that set out in this Agreement;

11.8.3 take all appropriate technical and organisational measures to ensure the security of all Processing in accordance with Article 32 of the GDPR;

11.8.4 notify the other party promptly, without undue delay, in the event of a Personal Data breach for which the severity of such carries a likelihood of risk to data subjects' rights and freedoms to include but emotional, physical, financial or other economic disadvantage, a "Notifiable Breach" or where the other party identifies that such breach has been caused by the other party;

11.8.5 employ a data protection officer if so required in accordance with Article 37 of the GDPR;

11.8.6 reasonably assist the other party in meeting its GDPR obligations in relation to the security of Processing, the notification of Personal Data Breaches and data protection impact assessments;

11.8.7 submit to audits and inspections providing the other party with all reasonable assistance and information necessary to ensure that both parties meet their obligations as set out in Article 28 of the GDPR;

11.8.8 provide full co-operation with supervisory authorities such as the Information Commissioner's Office in compliance with Article 31 of the GDPR where applicable; and

11.8.9 at the choice of the Controlling Party, delete or return all Personal Data to the other party upon termination or expiry of this Agreement unless it is required to perform its ongoing obligations under Policies or must be retained by the party in order to comply with regulatory requirements.

11.9 Where the Processing Party Processes Personal Data of the Controlling Party under this Agreement, the Controlling Party hereby consents to the Processing Party appointing any other third party to Process the Personal Data on behalf of the Controlling Party provided that the Processing Party imposes obligations upon the third party relating to the Processing activity that are at least equivalent to those contained in this clause 11. Each party shall notify the other of any sub-processors engaged and where a sub-processor fails to fulfil its data protection obligations, the Processing Party shall remain fully liable to the Controlling Party for the performance of the sub-processor's obligations.

11.10 If either party receives: a complaint or a request to exercise their rights, from a data subject; or any correspondence with the Information Commissioner's Office, in relation to the Processing undertaken by the other party, it shall refer such complaint, request or correspondence to the other party and each party shall provide such co-operation, information and assistance as is reasonably requested in relation to any complaint, request or other correspondence in relation to the Personal Data.

11.11 Each party shall maintain all registrations under the Data Protection Legislation required for the performance of its obligations under this Agreement.

11.12 Neither party shall transfer any personal data relating to this Agreement, outside the UK or European Economic Area without the prior consent of the other party and where consent is provided, in accordance with the requirements of the Data Protection Legislation.

12. Limitation of Liability

12.1 Nothing in this Agreement shall limit or exclude the liability of either party:

12.1.1 for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

12.1.2 for fraud or fraudulent misrepresentation;

12.1.3 under clause 9; or

12.1.4 for any matter in respect of which it would be unlawful to exclude or restrict liability.

12.2 Subject to clause 12.1 above:

12.2.1 LME shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:

12.2.1.1 any loss of profit, sales, revenue, or business;

12.2.1.2 loss of anticipated savings;

12.2.1.3 loss of or damage to goodwill;

12.2.1.4 loss of agreements or contracts;

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

12.2.1.6 any loss arising out of the lawful termination of this Agreement; or

12.2.1.7 any loss that is an indirect or secondary consequence of any act or omission of the party in question; and

12.2.2 LME's total aggregate liability arising out of or in connection with all other claims in aggregate (including warranty claims and losses relating to the breach of warranty) shall be limited to 100 (one hundred) per cent of all amounts paid and total other sums payable, in aggregate, by the Customer to LME under this Agreement in the 12 (twelve) months prior to the date on which the claim first arose.

13. Insurance

13.1 The Parties shall ensure they have adequate insurance policies in place to cover all their respective activities and obligations under this Agreement.

14. Term and Termination

14.1 This Agreement shall, unless terminated earlier in accordance with this clause, continue for the Initial Term. This Agreement shall automatically extend at the end of the Initial Term or at the end of a previous Extended Term, as the case may be.

14.2 Either party may give written notice to the other party, not later than 90 (ninety) days before the end of the Initial Term or the relevant Extended Term, to terminate this Agreement at the end of the Initial Term or the relevant Extended Term, as the case may be, otherwise the terms of this Contract will continue into the Extended Term for continuous periods of one (1) year.

14.3 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

14.3.1 the other party is in material breach of any of its obligations under this Agreement, and, where such material breach is capable of remedy, the other party fails to remedy such breach within a period of 20 (twenty) Business Days of being notified of such breach.

14.3.2 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; and/or

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

14.4 On termination of this Agreement:

14.4.1 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination, shall not be affected;

14.4.2 all licences granted under this Agreement shall immediately terminate;

14.4.3 the Customer shall immediately pay to LME all of LME's outstanding unpaid invoices and interest and, in respect of any Services provided but for which no invoice has been

submitted, LME shall submit an invoice, which shall be payable by the Customer immediately on receipt; and

14.4.4 any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect.

15. No Partnership or Agency

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

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

16. Variation

16.1 Either party may submit a written request for a Change to the other party in accordance with this clause 15, but no Change will come into effect until a Change Control Note has been signed by the authorised representatives of both parties.

16.2 If the Customer requests a Change: the Customer will submit a written request to LME containing as much information as is necessary to enable LME to prepare a Change Control Note; and within 20 Business Days of receipt of a request, LME will, unless otherwise agreed in writing by the parties, send to the Customer a Change Control Note.

16.3 If LME requests a Change, it will send to the Customer a Change Control Note.

16.4 If, following the Customer's receipt of a Change Control Note pursuant to clause 15.2 or clause 15.3:

16.4.1 the parties agree the terms of the relevant Change Control Note, they will sign it and that Change Control Note will amend this Agreement;

16.4.2 either party does not agree to any term of the Change Control Note, then they shall notify the other party in writing and the parties shall in good faith negotiate the terms of the Change Control Note.

16.5 If the negotiations that take place under clause 15.4.2 are successful then LME shall send a revised Change Control Note to the Customer, which upon its receipt of the same, the Customer shall sign it and the Agreement shall be amended accordingly.

16.6 If the negotiations that take place under clause 15.4.2 are unsuccessful then this Agreement shall continue un-amended.

17. Assignment

The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement without LME's consent.

18.No Waiver

18.1 A waiver of any right or remedy under this Agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

18.2 Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

19. Severance

19.1 If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

19.2 If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

20. Notices

20.1 Any notice given to either party under or in connection with this Agreement shall be in writing, addressed to the relevant party at its registered office or such other address as that party may have specified to the other party in writing, and shall be delivered personally, sent by post or by email.

20.2 The provisions of clause 19.1 and clause 19.2 shall not apply to the service of any proceedings or other documents in any legal action.

21. Third Party Rights

No one other than a party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

22. Force Majeure

Neither party shall be liable for any failure to perform or delay in performance of any of its obligations hereunder due to fire, explosion, shortage of materials and/or energy, strike, labour dispute, breakdown of plant or machinery, computer system failure, flood, accident, epidemic, pandemic any act of any governmental, regulatory or other official body, any act, omission or default on the part of any supplier, service provider, contractor or other third party or any other event or circumstance beyond the reasonable control of the party affected provided that in the event of any such failure or delay the party affected shall give notice to the other party as soon as reasonably practicable specifying the reasons for such failure or delay and the obligations affected.

23. Governing Law and Jurisdiction

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

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

Schedule – Template Change Control Note

REF:	Agreement:	Effective date of Change:
Initiated by: Change requested by		
Date of request:		
Period of validity: This Change Control Note is valid from until .		
Reason for Change:		
Description and impact of the Change:		
Required amendments to wording of Agreement:		
Adjustment to Fees resulting from Change:		
Additional one-off charges and means of determining these (for example, fixed price basis):		
Supporting or additional information:		

For and on behalf of LME		For and on behalf of the Customer	
Signed		Signed	
Name (Print)		Name (Print)	
Position		Position	
Date		Date	