

Torchbox General Terms and Conditions

1. RELATIONSHIP BETWEEN TERM

- 1.1 These terms and conditions, including its Appendices (“Terms and Conditions”) are to be incorporated into each Statement of Work (and its Appendices).
- 1.2 The Services to be provided to the Customer will be detailed in the Statement of Work. The Customer may from time to time request the provision of further Services and if Torchbox agrees to provide such Services then a further Statement of Work or a variation of an existing Statement of Work may be agreed. All Statements of Work are automatically made on these Terms and Conditions and any changes to these Terms and Conditions must be mutually agreed in writing by authorised representatives of the Parties and attached as a signed variation. For the avoidance of any doubt the Customer agrees that any document that purports to amend these Terms and Conditions and which

is not in compliance with this Clause 1.2 (including without limitation any purchase order or purchase order confirmation or similar document that carries terms not expressly included in these Terms and Conditions or a relevant Statement of Work) shall be of no effect. Should for any reason Torchbox carry out Services at the request of the Customer which are not detailed in a Statement of Work, such Services shall be deemed subject to these Terms and Conditions and for that purpose shall be deemed to be a Statement of Work.

1.3 Each Statement of Work constitutes a separate agreement on the terms of the General Terms and Conditions and their Appendices. The commencement date and the duration of each Statement of Work shall be as set out in that Statement of Work. Termination of any one Statement of Work shall not affect termination of any other Statement of Work (although this shall not prevent more than one Statement of Work being subject to termination if termination circumstances apply to them). The limitations of liability in Clause 11 cover these Terms and Conditions including all the Statements of Work (and their Appendices) in aggregate.

1.4 If there is any conflict or inconsistency between any provision of these Terms and Conditions and any Statement of Work these Terms and Conditions shall prevail unless specifically stated in writing and signed by both parties in a Statement of Work with reference to this Clause 1.4, in which case the terms of the relevant Statement of Work shall prevail.

2. TERM

2.1 These Terms and Conditions shall commence on the date when they have been signed by all the parties and shall continue, unless terminated earlier in accordance with Clause 9, until either party gives to the other

party written notice to terminate. Such notice shall be served no earlier than first anniversary of the commencement of these Terms and Conditions and shall expire on the completion of all Statements of Work entered into before the date on which it is served.

2.2 If there are no uncompleted Statements of Work as at the date notice to terminate is served under Clause 2.1, such notice shall terminate these Terms and Conditions with 30 days from termination notice.

2.3 The parties shall not enter into any further Statements of Work after the date on which notice to terminate is served under Clause 2.1.

3. SERVICES

3.1 Torchbox agrees to provide the Services to the Customer in consideration for the Price and in accordance with these Terms and Conditions and an applicable Statement of Work.

3.2 The Services, Deliverables, and Price shall be determined as follows:

(a) If the Customer desires specific services, it will notify Torchbox in writing, setting out:

- (i) a brief description of the desired services;
- (ii) the applicable time-frame for delivery of the services and any deliverables; and
- (iii) an initial draft of the likely specification including where appropriate an indication of the desired budget.

(b) The Customer and Torchbox will negotiate the quote in good faith and will jointly draft then both sign a corresponding Statement of Work together with applicable Appendices.

- 3.3 All dates and timescales given or agreed to by Torchbox in respect of a Statement of Work shall be estimates only save that Torchbox shall use reasonable commercial endeavours to meet and achieve such dates and timescales.
- 3.4 Torchbox may from time to time provide the Customer with support services set out in Ad Hoc and Sprint Support Services Appendix, provided the Customer has fully paid any fees applicable to the support.

4. TORCHBOX'S OBLIGATIONS

- 4.1 Torchbox undertakes to provide the Services according to the Statement of Work agreed between the parties and on these Terms and Conditions.
- 4.2 Torchbox shall provide its services under these Terms and Conditions with the skill and care to be expected of a provider of services involving the design and implementation of websites, content management systems and bespoke software. Notwithstanding anything to the contrary in these Terms and Conditions and/or in any document which relates to the Services provided by Torchbox to the Customer, Torchbox shall be able to make changes to the Statement of Work to the extent that these changes are not material and made with the intention of meeting the agreed Deliverables.
- 4.3 Torchbox may sub-contract its obligations under these Terms and Conditions provided that it remains primarily liable for the acts and

omissions of its sub-contractors.

5. DELIVERY MANAGEMENT

5.1 Torchbox shall:

- 5.1.1 make available as many person days of effort as are from time to time required to perform the Services under a Statement of Work;
- 5.1.2 ensure that its personnel providing the Services individually possess suitable skills and experience and that they are as a team suitably qualified to carry out the work comprised in the relevant Statement of Work.
- 5.1.3 Unless otherwise agreed in the Statement of Work, a written record of matters of substance discussed at meetings or in telephone conversations between the parties will be supplied by Torchbox to Customer within a reasonable time and in any event not less than five (5) Business Days after such discussions. If the subject matter of a written record is not challenged by Customer within five (5) Business Days of its receipt, it will be deemed to be a correct record of the meeting or telephone conversation to which it refers.

6. CUSTOMER'S OBLIGATIONS

6.1 The Customer shall:

- 6.1.1 deliver the Customer Materials to Torchbox as soon as reasonably practicable as and when requested by Torchbox and

in the agreed format; and

- 6.1.2 make appropriate personnel available as soon as reasonably practicable to respond to all queries reasonably raised by Torchbox and relating to the Services from time to time.

7. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

- 7.1 Neither Party shall have any claim or interest in the other Party's Intellectual Property Rights.
- 7.2 The Customer acknowledges that all Intellectual Property Rights (including any new Intellectual Property Rights) arising out of or in connection with the provision of the Services (including for the avoidance of any doubt any related to software, the Deliverables and materials supplied as part of the Services) belong at all times to Torchbox and or Torchbox's licensors unless otherwise expressly stated in a variation agreement made in accordance with Clause 1.2.
- 7.3 To the extent that a Deliverable incorporates Torchbox's Intellectual Property Rights, Torchbox hereby grants to the Customer the non-exclusive, royalty-free, non-sub-licensable and perpetual right to use the relevant Rights in the Deliverables in any medium and for any commercial purpose without any additional payment to be made to Torchbox unless otherwise stated in the Statement of Work.
- 7.4 Torchbox warrants that it is not aware as at the date of these Terms and Conditions that the Software, any materials supplied as part of the Services, information, data, computer facilities or material that Torchbox supplies, or any provision of the Services by Torchbox or the

Customer's use of the same in accordance with these Terms and Conditions infringes any third party's Intellectual Property Rights ("Infringement Claim").

- 7.5 Torchbox shall only be liable under these Terms and Conditions for an Infringement Claim or alleged Infringement Claim if (i) the Customer promptly notifies Torchbox of any infringement or alleged infringement of which the Customer has notice; (ii) the Customer makes no admission as to liability or agree any settlement of such claim without prior written consent from Torchbox; (iii) the Customer allows Torchbox (or a relevant third party supplier), at Torchbox's expense, to conduct and/or settle all negotiations and litigation arising from any claim or action relating to the alleged infringement; and (iv) the Customer, at Torchbox's expense, give to Torchbox (or a relevant third party supplier) such reasonable assistance as may be requested in such settlement or negotiation.
- 7.6 Torchbox shall have no liability for any Infringement Claim or alleged Infringement Claim to the extent such claim (i) arises from possession, use, development, modification, or operation of the Services (or supplied software or hardware or part thereof) by the Customer other than in accordance with these Terms and Conditions or the relevant Statement of Work; (ii) failure by the Customer to take any corrective action directed by Torchbox; or (iii) is based upon any item provided by Torchbox and incorporated into the Services (or supplied software and / or hardware or part thereof) at the Customer's request.
- 7.7 Subject to clauses 7.5 and 7.6 Torchbox hereby indemnifies and holds harmless the Customer against all actions, claims, losses, costs, damages and expenses (including without limitation, all reasonable and actually incurred legal fees, costs or expenses and any compensation, costs or disbursements paid by the Customer to compromise or settle any action or claim) suffered or incurred by the Customer and arising by reason of

or in connection with a claim by a third party that the use of the Deliverables by the Customer or by the Customer's customers is a breach of that third party's Intellectual Property Rights.

- 7.8 The Customer shall indemnify Torchbox against all costs, claims, demands, expenses (including reasonable legal costs) and liabilities of whatever nature incurred by or awarded against Torchbox arising out of or in connection with any claim that Torchbox's use or access of the Customer Materials pursuant to these Terms and Conditions infringes the Intellectual Property Rights of any third party.

8. PRICE AND PAYMENT

- 8.1 In consideration of performance of Torchbox's obligations under these Terms and Conditions, the Customer shall pay Torchbox the Price according to the payment terms set out in the Statement of Work, or failing that within thirty days of issue of an invoice.
- 8.2 The fees are inclusive of all labour and materials. All fees are exclusive of any applicable value added tax, for which the Customer shall be additionally liable.
- 8.3 All payments to Torchbox by the Customer shall be made after receipt of an invoice from Torchbox. All payments shall be made in British Pounds and by a cheque or bank transfer to the account of Torchbox at a bank to be nominated in writing by Torchbox.
- 8.4 Customer shall reimburse Torchbox for expenses incurred by Torchbox in providing the Services in accordance with Torchbox's company policy, including travel and related expenses.

8.5 If the Customer fails to make any payment to Torchbox on the due date then, without prejudice to any other right or remedy available to Torchbox:

8.5.1 if payment is delayed more than 7 days after the due date, Torchbox may suspend performance of its obligations under these Terms and Conditions until such payment is received; and/or

8.5.2 Torchbox shall be entitled to charge the Customer interest (both before and after judgement) on the amount outstanding on a daily basis, at the rate of 4% per annum above the base rate of HSBC Bank plc from time to time in force (or such other clearing bank as Torchbox may nominate) such interest to be calculated from the due date to the date of actual payment (both dates inclusive), compounded quarterly. Torchbox may suspend part or all of the Services until payment has been made in full.

8.6 Where these Terms and Conditions are entered into as a framework agreement, each time a new Statement of Work is entered into, Torchbox reserves the right to increase the price.

9. TERMINATION

9.1 Torchbox shall be entitled to terminate any Statement of Work by giving not less than 30 days' written notice to the Customer if there is at any time a material change of control (as that phrase is defined in Section 840 of the Income and Corporation Taxes Act 1988) of the Customer.

9.2 Either party shall be entitled forthwith to terminate any Statement of

Work by written notice to the other if:

- 9.2.1 the other party commits any material breach of these Terms and Conditions and (where such breach is capable of remedy) has failed to remedy such breach in all material respects within 30 days after notification that it is in breach; or
 - 9.2.2 an encumbrancer takes possession or a receiver, administrator or similar officer is appointed over any of the property or assets of that other party or there is any enforcement of any security over any assets of the other party; or
 - 9.2.3 that other party makes any voluntary arrangement with its creditors pursuant to the Insolvency Act 1986, or suspends payment to creditors; or
 - 9.2.4 that other party goes into liquidation (except for the purposes of amalgamation or reconstruction and in such manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other party under these Terms and Conditions; or
 - 9.2.5 that other party ceases, or threatens to cease, to carry on business; or
 - 9.2.6 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to that other party.
- 9.3 Without prejudice to any other right or remedy available to it, Torchbox may terminate these Terms and Conditions with immediate effect if the Customer fails to pay any amount due under these Terms and Conditions on the due date for payment and remains in default not less than ten (10)

Business Days after being notified in writing to make such payment.

10. CONSEQUENCES OF TERMINATION

Upon the termination of these Terms and Conditions for any reason:

- 10.1 Subject to Clause 2.1, all existing Statements of Work shall terminate automatically.
- 10.2 outstanding unpaid invoices rendered by Torchbox in respect of the services provided under any Statement of Work shall become immediately payable by the Customer and invoices in respect of services carried out prior to termination but for which an invoice has not been submitted shall be payable immediately upon submission of the invoice;
- 10.3 except as otherwise provided in these Terms and Conditions or any Statement of Work, and subject to any rights or obligations which have accrued prior to termination, neither party shall have any further obligation to the other under these Terms and Conditions.
- 10.4 the following clauses/Appendices shall continue in force: Definitions Appendix, General Terms and Conditions: Clauses 7 (Ownership of Intellectual Property Rights), Clause 10 (consequences of termination), Clause 11.2 (Limitation of Liability), Clause 12 (Confidentiality and Publicity), Clause 14.2 (ADR), Clause 16.7 (Governing Law), Data Processing Appendix, Product Development using Agile Appendix: Clauses 3 (Warranty on Customer Bespoke Code) and Clause 4 (Warranties and Indemnities).

11. LIABILITY

- 11.1 Except where it is a breach of these Terms and Conditions, Torchbox shall have no liability to the Customer for any loss or damage whatsoever arising out of or in connection with these Terms and Conditions or the services provided hereunder whether arising in contract, tort (including negligence and breach of statutory duty) or otherwise.
- 11.2 Subject to Clause 11.4 below Torchbox's total aggregate liability to the Customer in connection with these Terms and Conditions (including its Appendices) or any Statement of Work in any one calendar year shall not exceed 125% of the amount received by Torchbox (excluding tax) from the Customer under the relevant Statement of Work in such calendar year.
- 11.3 Subject to 11.4, neither Party shall, in any event, be liable or responsible to the other for any:
- 11.3.1 loss of documentation, loss or corruption of data, loss of profits or of contracts, remedial costs, loss of operation or staff time, costs of obtaining substitute products or services and loss of goodwill or anticipated savings (in each case whether direct or indirect); or
 - 11.3.2 indirect, incidental, special or consequential loss, damage, cost or expense of any kind whatsoever; and in each case howsoever caused whether arising under contract, tort (including negligence and breach of statutory duty) or otherwise, even if it has been advised of the possibility of such loss.
- 11.4 The express warranties given in these Terms and Conditions are in lieu of all warranties, conditions, terms, representations, undertakings and obligations (express or implied) imposed by statute, common law or otherwise all of which are hereby excluded to the maximum extent

permitted by law.

- 11.5 The above exclusions and limitations shall apply to the fullest extent permissible at law but neither Party excludes or limits liability for death or personal injury caused by its negligence or that of its employees or agents and for which it is responsible, or for fraud or wilful deceit.
- 11.6 The Customer acknowledges that the exclusions set out above are fair and reasonable in all the circumstances and that the exclusions and limitations of liability set out above are reasonable notwithstanding that they may have the effect of protecting Torchbox from losses for which it may be insured (and the Parties acknowledge that there are sound commercial reasons for so doing, such as maintaining a good insurance claims record).
- 11.7 No indemnity in these Terms and Conditions shall be effective to the extent that it has the effect of excluding or restricting liability as set out in Clause 11.4.

12. CONFIDENTIALITY AND PUBLICITY

- 12.1 Each Party undertakes that it will not at any time hereafter use, divulge or communicate to any person, except to its professional representatives or advisers or as may be required by law or by any legal or regulatory authority, any confidential information concerning the business or affairs of the other Party (or of any member of the group of companies to which the other Party belongs) which comes to its knowledge and each of the Parties shall use its reasonable endeavours to prevent the publication or disclosure of any confidential information concerning such matters.
- 12.2 Customer permits its name to be added to Torchbox's client list, and for

Torchbox to feature or otherwise include Customer's projects in Torchbox's online and offline portfolios and case studies.

13. DATA PROTECTION

- 13.1 Both Parties will comply with the provisions contained in the Data Processing Appendix.

14. ESCALATION AND ADR

- 14.1 If any dispute or grievance arises between the Parties out of these Terms and Conditions, before taking any further action (such as requiring the Party in default to remedy an alleged fault within a specific time), each Party agrees that it will be discussed between a representative of each Party who is a board director or of equivalent executive authority and who has authority to settle the dispute and who has, where possible, no direct involvement in the relevant matter.
- 14.2 Should the escalation mechanism set out in clause 14.1 fail to be effective, the Parties will attempt to settle the dispute or grievance by mediation in accordance with the Centre for Dispute Resolution Model Procedure, or, failing that, a procedure administered by such other similar organisation as the President for the time being of the Law Society of England and Wales shall nominate. Unless the Parties agree otherwise, the costs of the mediation shall be borne equally by each of them.

15. FORCE MAJEURE

- 15.1 Neither Party shall be liable for delay in performing or failure to perform obligations under these Terms and Conditions if the delay or failure

results from force majeure.

- 15.2 For the purposes of these Terms and Conditions, "force majeure" shall mean any Act of God, war, riot, act of terrorism, outbreak of hostilities, strike or other industrial action of any kind, malicious damage, default of suppliers or sub-contractors, accident, failure or breakdown of plant or machinery, fire, flood, explosion any act of local or national government or authority and any cause or circumstance whatsoever outside the reasonable control of the Party affected.
- 15.3 In the event of any delay or failure under these Terms and Conditions resulting from force majeure a Party may rely on the provisions of this Clause for exemption from liability for non-performance, part performance, defective performance, or delay and in the event that any such delay or failure continues for a period in excess of 120 consecutive days, a Party shall have the right to terminate these Terms and Conditions with immediate effect.
- 15.4 In the event of any force majeure (including a sequence of events of force majeure) which has lasted or is likely to last for longer than 7 days the Parties agree to discuss in good faith whether the respective rights and obligations of each Party under these Terms and Conditions can be amended in order to alleviate the effects of the force majeure and best bring into effect the original intentions of the Parties.

16. GENERAL

- 16.1 In these Terms and Conditions, capitalised words and phrases shall bear the meanings set out in the Definitions Appendix.
- 16.2 References in these Terms and Conditions to the Parties shall include

their respective heirs, successors in title permitted assigns and personal representatives.

- 16.3 If any Party fails to rely on its rights under these Terms and Conditions or otherwise, that shall not prevent it from relying on those (or similar) rights in the future.
- 16.4 The provisions of these Terms and Conditions, and the rights and remedies of the Parties under it are cumulative and are without prejudice and in addition to any rights or remedies a Party may have at law or in equity. No exercise by a Party of any one right or remedy under these Terms and Conditions, or at law or in equity, shall (save to the extent, if any, provided expressly in these Terms and Conditions, or at law or in equity) operate so as to hinder or prevent the exercise by it of any other such right or remedy.
- 16.5 If any provision of these Terms and Conditions is found by a court or other competent authority to be void or unenforceable:
- 16.5.1 that provision shall be deemed to be deleted from these Terms and Conditions and the remaining provisions of these Terms and Conditions shall continue in full force and effect; and
- 16.5.2 a mutually satisfactory provision to be substituted for that provision.
- 16.6 Any notice given under these Terms and Conditions shall be in writing and shall be delivered or sent by e-mail to the address of the relevant party, or to such address within the United Kingdom as subsequently notified to the other party/ies pursuant to this clause. In the case of post, the notice shall be deemed to have been received 72 hours after it was

emailed.

- 16.7 These Terms and Conditions are not intended to convey a benefit on any person not a party to it and accordingly the provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded.
- 16.8 These Terms and Conditions shall be governed by the laws of England and the Parties agree to submit to the non- exclusive jurisdiction of the Courts of England & Wales.
- 16.9 By signing these Terms and Conditions, Customer agrees that these Terms and Conditions including its Appendices shall be incorporated into and shall apply to each Statement of Work (and its applicable Appendices).
- 16.10 In addition, when these Terms and Conditions are signed below, they shall take effect as a framework agreement, and any Statement of Work entered into subsequently will be subject to these Terms and Conditions and any rate card to the Statement of Work attached shall be followed for the Term of this Agreement.

For and on behalf of
TORCHBOX LIMITED
acting by a Director

For and on behalf of
Client Name
acting by a Director

Full name

Full name

Title

Title

Signature

Signature

Date

Date

Appendix – Definitions and Interpretation

Agreement

means the agreement formed by the Parties by entering into a Statement of Work on the General Terms and Conditions (including its Appendices);

Parties

Torchbox and the Customer, and "Party" shall be construed accordingly;

Business Day

means any day between 9 - 5.30 p.m on which commercial banks in London are open for business, excluding Saturdays, Sundays, public holidays in England and the period between Christmas and New Year inclusive;

BSD	means the BSD license as defined by the Open Source Initiative;
Confidential Information	means all business, technical, financial or other information created or exchanged between the parties under these General Terms and Conditions and any Statement of Work including the existence of the General Terms and Conditions and any Statement of Work;
Customer Bespoke Code	means code created by Torchbox specifically for the Customer under a Statement of Work, subject to the provisions of Product Development Work Appendix;
Customer Materials	means any and all text, data, graphics, logos, images, stock photography, moving images, sound, licensed music, illustrations, non-standard fonts, visual identity or brand guidelines, code, software, access to Customer's accounts with providers of third party services, access to any required APIs and data feeds, access to Customer's hosting environment, and any other materials provided by the Customer;
Deliverables	means the specific deliverables pursuant to the Services, as set out in a Statement of Work signed by the Parties;
Discovery Phase	means the initial phase of work in a Project during which the scope of the Project is established and the Project Plan agreed;

**Intellectual
Property Rights**

means any and all patents, trademarks, rights in domain names, rights in designs, copyrights, rights in confidential information and all other intellectual property rights of a similar or corresponding character which may subsist now or in the future;

**Publicly Available
Code**

means software source code, database structures, XML schemas, HTML code or any other code which is generally available to the public on the internet;

Statement(s) of Work

means the document signed by the Parties, setting out and specifying in Statement of Work, the details of the particular Services (and where applicable any software and/or hardware) to be supplied under together with the Functional Specification where applicable;

Services

means the Services provided by Torchbox to the Customer under a Statement of Work;

**the Functional
Specification**

means the specification which will be developed by the parties and amended pursuant to the General Terms and Conditions from time to time and as may be set out in the Statement of Work where applicable;

the Price

means the fees to be paid by the Customer to Torchbox in accordance with Clause 8.1 of the General Terms and Conditions;

the Project

means the work carried out under a relevant Statement of Work;

the Project Plan

means the timetable for a Project as amended pursuant to these Terms and Conditions from time to time;

the Software

means all software delivered by Torchbox to the Customer under a Statement of Work;

Third Party Code

means all Publicly Available Code and any other code in which the copyright is owned by a third party;

Torchbox Code

means code, other than Publicly Available Code, in which the copyright is owned by Torchbox, whether in existence prior to the date of this Agreement, or which is created or developed during the Term of this Agreement but which is reasonably determined by Torchbox to be part of its generally reusable materials;

Appendix – Product development using Agile

1. INTERPRETATION

All capitalised terms in this Appendix not defined in Section 1.1 shall have the meaning given to them in the General Terms and Conditions.

1.1 Definitions:

“Acceptance Criteria”	the acceptance criteria for a particular Requirement.
“Acceptance Tests”	the tests that are to be run on a particular Feature by the Customer under Section 4 to determine whether it complies with its Acceptance Criteria.
“Additional Services”	Those development services other than the Services set out in the Statement of Work.
“Agile Delivery Process”	the process described in Section 3.
“Backlog”	A prioritised list of Features which defines the scope of the Digital Product or part thereof.
“Codebase tickets”	a Requirement documented in our work tracking system (Codebase).
“Completion”	the date on which all Requirements in each

	Sprint Plan have been delivered to Customer and passed, or deemed to have passed the Acceptance Test, or where otherwise agreed between the parties.
“Deliverables”	means the deliverables in accordance to the Services, as set out in a Statement of Work.
“Digital Product”	Products developed for Customer under this Agreement and may include software to be developed, prototypes etc.
“Features”	the results of work carried out on Requirements under this Agreement
“Sprint”	a period of two weeks (unless another period has been agreed between the parties) during which parts of the Digital Product is developed, tested and Delivered in accordance with this Agreement.
“Sprint Plan”	the set of codebase tickets specifying the Requirements for a particular Sprint and any associated Acceptance Criteria.
“Sprint Planning Meeting”	a planning meeting between the parties to discuss the forthcoming Sprint.
“Sprint Review”	a review meeting between the parties to discuss the previous Sprint.
“Requirement”	the non-technical description of a requirement of the Customer, describing the intended operations, functions, performance and other characteristics of the Software or part of the

Digital Product.

“Statement of Work” means Statement of Work as defined in the Definitions Appendix..

“Services” the services to be provided by Torchbox under this Appendix, including but not limited to design and implementation of websites, content management systems and bespoke software delivering Digital Products.

2. SERVICES

- 2.1 Torchbox shall provide the Services in accordance with the Statement of Work and following the Agile Delivery Process.
- 2.2 Each party acknowledges and accepts that the Statement of Work provides an overarching framework for the Services and agrees that it shall perform its obligations in a manner consistent with that framework and, as far as reasonable to do so.
- 2.3 The Customer acknowledges and agrees with Torchbox’s estimates of the duration of the Services, the resources required and the number of Sprints required for Completion, specified in the Statement of Work.

3. AGILE DELIVERY PROCESS

- 3.1 The parties shall co-operate with each other and act reasonably and in good faith throughout the development and testing of the Digital Product.
- 3.2 Prior to each Sprint, the parties will hold a Sprint Planning Meeting at

which the Sprint Plan shall be agreed.

3.3 During each Sprint Torchbox shall:

3.3.1 carry out the Services in accordance with the Sprint Plan and this Appendix;

3.3.2 maintain the Sprint Plan and update it daily to reflect progress on each Requirement;

3.3.3 hold daily meetings to discuss progress;

3.3.4 ensure that all Features are maintained in a secure repository which is accessible by the Customer.

3.4 After each Sprint the parties will hold a Sprint Review at which the parties shall discuss whether the Requirements for that Sprint have been achieved and whether any changes to the Backlog are desirable or required.

4. CHANGE CONTROL PROCESS

4.1 Minor changes to the Statement of Work which have no material impact on the work involved or timescales contained in the Statement of Work may be agreed informally between the parties and agreed by email, and such changes are deemed to revise the Statement of Work ("Minor Change").

4.2 Where any Minor Changes impact on Acceptance Test or Acceptance Criteria, the parties agree to modify the Acceptance Test or Acceptance

Criteria accordingly.

- 4.3 In the event that the Customer wishes Torchbox to provide major changes to the Statement of Work which have a material impact on the work involved or the timescales contained in the Statement of Work (“Major Changes”) or Additional Services, then a further Statement of Work may be agreed. If such a Statement of Work is accepted, Torchbox shall provide such Additional Services using reasonable skill and care on the terms of this Appendix.

5. ACCEPTANCE

- 5.1 The parties shall agree on a set of Acceptance Tests and Acceptance Criteria prior to each Sprint.
- 5.2 Where Torchbox determines that the Digital Product or relevant Features thereof (as set out in Codebase) completed in the Sprint are ready for testing it shall notify the Customer and Torchbox and the Customer shall commence the relevant Acceptance Tests.
- 5.3 Where the parties agree that the Digital Product or the relevant Features have passed the Acceptance Test, in accordance with the Acceptance Criteria, (‘Acceptance’) Torchbox shall continue to the next Sprint, or Completion, as determined in the Statement of Work. Where the Digital Product or the relevant Features have passed Acceptance Test in a Sprint, the parties agree that such acceptance shall be deemed final acceptance for purposes of Completion and not be subject to any further acceptance tests at Completion.
- 5.4 Where the parties agree that the Acceptance Criteria have not been met, Torchbox shall use all reasonable endeavours to remedy the fault,

and submit the relevant Subject for retesting.

- 5.5 At Completion, all Requirements in each Sprint Plan shall have passed Acceptance Tests either in earlier Sprints or at Completion and Torchbox shall be deemed to have fully discharged all its obligations under the Agreement.
- 5.6 Following Completion the parties may enter into an agreement for the hosting and ongoing support and maintenance by Torchbox of the Digital Product.

6. SOFTWARE CODE

- 6.1 Any applicable software code included in the Digital Product shall be outlined in the Statement of Work.

7. Warranty on Customer Bespoke Code

- 7.1 Warranty on the Customer Bespoke Code shall be thirty days (“Warranty Period”) unless otherwise specified in the Statement of Work.
- 7.2 Subject to clauses 7.4, 7.5 and 7.6, Torchbox warrants for the duration of the Warranty Period that the Customer Bespoke Code (if applicable under a Statement of Work) and the Torchbox Code will perform in accordance with the Statement of Work.
- 7.3 Subject to clause 7.4, the Customer’s sole remedy for breach of the above warranty shall be the right to require Torchbox, and at Torchbox’s cost, to rectify or remedy the relevant Customer Bespoke Code or Torchbox Code such that it complies with the warranty.

- 7.4 The warranty in clause 7.2 and the rights under clause 7.3 shall only apply if the breach of the warranty:
- 7.4.1 does not result from any action, failure or interference by the Customer or any third party (including the failure to follow Torchbox's instructions); and
 - 7.4.2 is notified to Torchbox during the Warranty Period and within 14 days of the Customer becoming aware of the defect which results in the warranty being breached.
- 7.5 Torchbox gives no performance warranty whatsoever in respect of Third Party Code.
- 7.6 Compatibility with future versions/upgrades of Third Party Code is specifically excluded from this warranty.

8. WARRANTIES AND INDEMNITIES

- 8.1 Torchbox warrants that it has title to all Customer Bespoke Code and Torchbox Code where provided, and that its delivery to the Customer and use in accordance with this Appendix will not infringe the copyright of any third party.
- 8.2 Torchbox warrants that where applicable each component of Third Party Code incorporated in the Services has been selected with reasonable skill and care (including as to its suitability to meet the Functional Specification), but without undertaking any specific enquiry as to provenance or non-infringement of or in relation to that code.
- 8.3 Except as expressly set out in this Appendix, Torchbox makes no

representations or warranties in respect of or in connection with the Software or its use. All other representations, warranties, conditions or other terms which might have effect between the Parties or be implied or incorporated into this Agreement or any collateral contract, whether by virtue of statute, common law or otherwise, are hereby excluded to the maximum extent permitted by law, including, without limitation, implied conditions, warranties or other terms as to satisfactory quality, merchantability, fitness for purpose or the use of reasonable skill and care.

8.4 Subject to clauses 8.5 and 8.6 below, Torchbox will indemnify the Customer against any claim or loss arising as a consequence of a breach of the warranties in clauses 8.1 and 8.2.

8.5 The indemnity in clause 8.4 shall only apply if:

(a) the Customer notifies Torchbox promptly upon becoming aware of any claim that any portion of the Software or its distribution or use under or in connection with this Agreement infringes the Intellectual Property Rights of any third party;

(b) the Customer makes no admission as to liability, nor does it compromise or agree to any settlement of any such claim without the prior written consent of Torchbox;

(c) at Torchbox's written request and at its own expense, the Customer gives Torchbox the conduct of and the right to settle all negotiations and litigation arising from such claim; and

(d) at Torchbox's request and expense, the Customer gives Torchbox all reasonable assistance in connection with such negotiations and litigation.

- 8.6 Torchbox may at any time replace any part of the Software (“the Original Portion”) where it reasonably believes that such party infringes the rights of any third party or where a claim of such infringement has been made, provided that such replacement code materially complies with the Functional Specification. Torchbox shall cease to be liable to the Customer for any claim relating to the Original Portion to the extent that it arises after delivery of the replacement code.

Appendix – Data Processing

1. DEFINITIONS

Customer Personal Data

means any Personal Data of the Customer (including data of the Customer’s own employees, customers, suppliers, vendors and end users) which is processed by Torchbox as a Processor.

Data Protection Legislation

the General Data Protection Regulation (Regulation (EU) 2016/679), the Data Protection Act 2018, and all laws and regulations applicable to the relevant party relating to the Processing of Personal Data under or in relation to a Statement of Work, and the equivalent of any of the foregoing in any relevant jurisdiction.

“Personal Data”,

shall be interpreted in accordance with Data

“Data Subject”, Protection Legislation.
“Controller”,
“Processor” “Process”
and “Personal Data
Breach”

Services means services provided by Torchbox to the Customer under a Statement of Work .

Statement of Work means Statement of Work as defined in the Definitions Appendix.

2. OBLIGATIONS

- 2.1 Each party shall comply with its obligations under applicable Data Protection Legislation.
- 2.2 Annex 1 to the Statement of Work sets out the subject-matter and duration of the Processing of the Customer Personal Data, the nature and purpose of the Processing, the type of Personal Data and the categories of Data Subjects. In the event of any change during the term of the Agreement, the parties shall work together in good faith to amend Annex 1 by written agreement.
- 2.3 Torchbox shall Process the Customer Personal Data only in accordance with the Customer’s documented instructions, unless Torchbox is otherwise required to Process the Customer Personal Data other than in accordance with the Customer’s documented instructions by applicable European Union law provided that (unless prohibited by applicable European Union law) Torchbox shall notify the Customer of such legal requirement before such Processing.

- 2.4 Torchbox shall not transfer the Customer Personal Data outside of the European Economic Area without the Customer's prior documented consent and in compliance with the following conditions:
- 2.4.1 Torchbox or the Customer has provided appropriate safeguards in relation to the transfer;
 - 2.4.2 the Data Subject has enforceable rights and effective legal remedies; and
 - 2.4.3 Torchbox complies with its obligations under Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred.
- 2.5 Torchbox shall ensure that individuals engaged in the Processing of the Customer Personal Data under the Agreement are subject to appropriate obligations of confidentiality in respect of such Personal Data.
- 2.6 Torchbox shall, having regard to the state of technological development and the cost of implementing any measures, take appropriate technical and organisational measures against the unauthorised or unlawful Processing of Personal Data and against the accidental loss or destruction of, or damage to Personal Data to ensure a level of security appropriate to: the risk involved in Processing Customer Personal Data pursuant to the Agreement. The security measures applicable to the Services are set forth in Annex 2 of the Statement of Work, as updated or replaced from time to time.
- 2.7 Unless otherwise required by applicable law, Torchbox shall, at the Customer's request, delete or return all the Customer Personal Data and

all copies thereof to the Customer.

2.8 The Customer warrants and undertakes that:

- 2.8.1 it shall not instruct Torchbox to Process the Customer Personal Data where such Processing would be unlawful;
- 2.8.2 it shall have all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Torchbox for the duration and purposes of this Agreement; and
- 2.8.3 it has reviewed Annex 1 of the Statement of Work and that it contains full and accurate details of “type of Personal Data” and “categories of Data Subject” to which the Agreement relates.
- 2.8.4 It has reviewed Annex 2 of the Statement of Work and that it contains adequate technical and organisational security measures necessary for Torchbox and its sub processors to process Personal Data in compliance with Data Protection Legislation, given that the Customer is determining the purposes and means by which Personal Data is processed and is accordingly in a position to exercise appropriate judgment.

3. SUB PROCESSORS

- 3.1 Torchbox may engage such other Processors (“Sub Processors”) as Torchbox considers reasonably appropriate for the Processing of the Customer Personal Data in accordance with the terms of the Agreement (including in connection with support, maintenance, development and the use of third parties in other services) provided that Torchbox shall notify the Customer of the addition or replacement of such Sub Processors and

the Customer may, on reasonable grounds, object to a Sub Processor by notifying Torchbox in writing within 5 days of receipt of Torchbox notification, giving reasons for the Customer's objection. The parties shall work together to reach agreement on the engagement of Sub Processors. The current list of Sub Processors used by Torchbox in the provision of the Services is set out in Annex 1 to the Statement of Work.

- 3.2 Where Torchbox engages other sub processors for carrying out specific processing activities on behalf of the Customer, Torchbox confirms and Customer agrees that Torchbox has entered with the sub-processors into a written agreement substantially on that third party's standard terms of business. Torchbox shall remain responsible and liable for Sub Processors' acts and omissions.

4. DATA SUBJECT REQUESTS

- 4.1 In the event that any Data Subject exercises its rights under applicable Data Protection Legislation against the Customer, Torchbox shall use reasonable commercial efforts, to assist the Customer in fulfilling the Customer's obligations as Controller following written request from the Customer, provided that Torchbox may charge the Customer on a time and materials basis.

5. PERSONAL DATA BREACH

- 5.1 Upon discovering a Personal Data Breach, Torchbox shall notify the Customer as soon as reasonably practicable and shall assist the Customer to the extent reasonably necessary in connection with notification to any applicable supervisory authority and Data Subjects, taking into account the nature of Processing and the information

available to Torchbox. Torchbox may charge the Customer for such assistance on a time and materials basis.

6. PRIVACY IMPACT ASSESSMENT

- 6.1 In the event that the Customer considers that the Processing of Personal Data performed pursuant to the Agreement requires a privacy impact assessment to be undertaken, following written request from the Customer, Torchbox shall use reasonable commercial endeavours to provide relevant information and assistance to the Customer to facilitate such privacy impact assessment. Torchbox may charge the Customer for such assistance.

7. RECORDS

- 7.1 Torchbox shall maintain and, on the Customer's reasonable request from time to time, make available to the Customer all records and information reasonably necessary to demonstrate Torchbox's compliance with this Agreement.

Appendix – Hosting Services

1. BACKGROUND

- (A) Torchbox has agreed to provide Hosting Services to Customer as may be detailed out in a Statement of Work between Torchbox and Customer.
- (B) Torchbox and Customer have agreed that Torchbox will provide the Hosting Services on the basis that it will be a Hosting Provider that supplies the Hosting Services on a "back-to-back" basis to Customer in accordance with the provisions set out below.
- (C) Torchbox has selected the Hosting Provider with reasonable skill and care, based on Hosting Provider's good reputation in the industry but without undertaking any specific due diligence.

IT IS HEREBY AGREED:

1. INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions:

"General Terms and Conditions"

Means the General Terms and Conditions on which Torchbox provides Services to the Customer, of which this Appendix forms an integral part.

“Hosting Provider”	Means for the time being, SFDC, salesforce.com, inc., a Delaware corporation with its principal place of business at The Landmark @ One Market, Suite 300, San Francisco, California 94105, and its subsidiaries and Affiliates involved in providing the Hosting Services, or such other hosting provider as may be appointed by Torchbox from time to time.
“Hosting Services”	Means the services provided by Torchbox to the Customer via a Hosting Provider as described in a relevant Statement of Work.
“Hosting Terms and Conditions”	Means the terms and conditions on which the Hosting Provider provides Hosting Services, as amended from time to time and includes the terms and conditions listed in Clause 3.1.
“Terms of Service”, “Acceptable Use Policy”, “Support Policy” and “Security Policy”	Shall be interpreted in accordance with Hosting Terms and Conditions.

2. BACK-TO-BACK AGREEMENT

- 2.1 Except as further provided in this Appendix, the Hosting Terms and Conditions shall be used to determine the respective rights and obligations of the Hosting Provider and Customer under this Appendix. Wherever in the Hosting Terms and Conditions there is a reference to Torchbox or a term referring to Torchbox, for the purposes of this

Appendix a reference to Customer or a term referring to Customer as defined in this Appendix shall be substituted.

3. HOSTING TERMS AND CONDITIONS

3.1 For purposes of this Appendix and where Hosting Services are provided by Torchbox through the Hosting Provider, the Hosting Services shall be provided on Hosting Terms and Conditions as follows which may be amended from time to time by the Hosting Provider in its sole discretion:

3.1.1 Terms of Service:

<https://www.heroku.com/policy/salesforce-heroku-msa>

3.1.2 Acceptable Use Policy: <https://www.heroku.com/policy/aup>

3.1.3 Support Policy: <https://www.heroku.com/policy/support>

3.1.4 The Security Policy: <https://www.heroku.com/policy/security>

3.2 All terms and conditions set out in the Hosting Terms and Conditions (except to the extent expressly modified herein) are hereby incorporated herein by reference with the same force and effect as though fully set out herein. To the extent that the terms set out in this Appendix are inconsistent with the terms of the Hosting Terms and Conditions, the terms set out in the Hosting Terms and Conditions shall prevail.

3.3 The following provisions from the Hosting Terms and Conditions shall not apply between Torchbox and Customer:

3.3.1 Fees and charges for the Hosting Services;

3.3.2 Any other provision as may be agreed between Torchbox and the Customer from time to time.

4. INDEMNIFICATION

4.1 The Customer shall defend, indemnify and hold harmless Torchbox against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court cost and reasonable legal fees) arising out of or in connection with the Customer's use or misuse of the Hosting Services or breach of the Hosting Terms and Conditions provided that: (a) the Customer is given prompt notice of any such claim; (b) Torchbox provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and (c) the Customer is given sole authority to defend or settle the claim.

4.2 In the event that the Hosting Provider is in breach of the Hosting Terms and Conditions, Customer's sole remedy against Torchbox shall be for Torchbox to use reasonable good faith efforts to obtain compensation for Customer from the Hosting Provider.

4.3 In no event shall Torchbox be liable to the Customer to the extent that the Customer's alleged breach of the Hosting Terms and Conditions is based on: (a) a modification of the Hosting Services by the Hosting Provider; or (b) the Customer's use of the Services in a manner

contrary to the instructions given to the Customer by Torchbox or contrary to the Hosting Terms and Conditions;

- 4.4 The foregoing clauses 4.1 to 4.3 states the Customer's sole and exclusive rights and remedies, and Torchbox's (including Torchbox's employees', agents' and sub-contractors') entire obligations and liability, for breach of any provisions of the Hosting Terms and Conditions.

5. CUSTOMER'S APPROVAL

- 5.1 The Customer agrees that it has read this Appendix and the Hosting Terms and Conditions and agrees to be bound by them.

Appendix – Ad hoc and Sprint Support Services

1. INTERPRETATION

In these Terms of Business for Support and an Order or Statement of Work, the following expressions shall have the following meanings.

1.1 Definitions:

“Ad-hoc Support”	Support services provided on an Ad-hoc basis where accepted by Torchbox.
“Agreement”	the Order or Statement of Work agreed between the Parties incorporating these Terms of Business for Support.
“Charges”	the payment for the Support Services (as more particularly set out on the Order or Statement of Work) and any other fees, charges, costs or expenses arising under the Agreement.
“Customer”	The customer purchasing Support Services as specified on the Order or Statement of Work.
“General Terms and Conditions”	the General Terms and Conditions on which Torchbox provides services to the Customer, of which this Appendix forms an integral part.
“Out of Scope Services”	For purposes of the Sprint Support, out of scope services consists of requests under section 2.3, support services arising under warranty provision by Torchbox to the Customer and all other requests which have not been pre-identified as a Support Request.
“Services Start Date”	The day on which Torchbox is to start the provision of the Support Services as set out in the Order or Statement of Work.
“Statement of Work”	a document setting out and specifying the details of the Support Services to be performed by Torchbox for the Customer
"Sprint Support"	Support Services purchased in advance by Customer under an Order or a Statement of Work to address Support Requests and excludes Out of Scope Services.
"Support Request"	a pre-agreed list of requests for support made by the Customer.

"Support Services"

Remote technical support and maintenance services provided by Torchbox as set out in an Order or a Statement of Work, consists of either Sprint Support or Ad-hoc Support.

"Terms of Business for Support"

the terms and conditions as set out in this Appendix.

- 1.2 All capitalised terms in this Appendix not defined in Section 1.1 shall have the meaning given to them in the General Terms and Conditions.

2. SPRINT SUPPORT

- 2.1 Torchbox shall perform the Support Services specified in an Order or Statement of Work with reasonable skill and care and in accordance with good industry practice.
- 2.2 Torchbox shall use reasonable endeavours to commence work on the Services Start Date and meet any dates specified in an Order or Statement of Work.
- 2.3 Torchbox may reasonably determine that any services are Out of Scope Services. If Torchbox makes any such determination, it shall promptly notify the Customer of that determination.
- 2.4 The Customer acknowledges that Torchbox is not obliged to provide Out

of Scope Services as part of the Sprint Support package.

3. AD-HOC SUPPORT

- 3.1 Torchbox may provide Ad-hoc Support on a time and material basis set out in an Order or Statement of Work.
- 3.2 The Customer acknowledges that where Ad-hoc Support is requested, Torchbox will prioritise the Ad-hoc Support and will use reasonable endeavours to continue performance of any agreement for Sprint Support which the parties have entered into and shall not be liable for any delay arising.

4. CUSTOMER OBLIGATIONS

- 4.1 The Customer accepts and acknowledges that Torchbox's performance of the Support Services depends upon the Customer's full and timely cooperation, as well as the accuracy and completeness of any information provided by the Customer to Torchbox. The Customer will, in response to Torchbox's reasonable requests to facilitate the fulfilment of the Agreement, provide Torchbox at no charge and in a timely manner with access to:
 - 4.1.1 any premises in which the Sprint Support Services are to be performed and authorised access to any Customer systems or software;

- 4.1.2 appropriately qualified and experienced personnel familiar with the Customer's systems and operations who shall reasonably co-operate with Torchbox; and
 - 4.1.3 any other documentation, information, remote access to Customer's data and computer facilities.
- 4.2 The Customer will also:
 - 4.2.1 obtain and maintain all necessary third-party licences and consents in relation to the Support Services;
 - 4.2.2 undertake normal back-ups of all data before the performance of any Support Services by Torchbox, in accordance with business continuity best practice;
 - 4.2.3 appoint the customer Contact, who shall have authority under the Agreement to contractually bind the Customer on all matters relating to the Support Services; and
 - 4.2.4 comply with any additional responsibilities set out in a relevant Order or Statement of Work.
- 4.3 If Torchbox's performance of its obligations under the Agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, Torchbox shall not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay.
- 4.4 The Customer shall be liable to pay to Torchbox, on demand, all

reasonable costs, charges or losses sustained or incurred by Torchbox that arise directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Agreement.

5. CHARGES AND PAYMENT

- 5.1 In consideration of the provision of Support Services the Customer must pay the Charges without deduction or set off and in accordance with the terms of the Agreement. All Charges and other fees are exclusive of VAT, which will be added at the appropriate rate.
- 5.2 If the Order or Statement of Work specifies that an advance payment is due, the Customer must make the advance payment by the date specified. The Customer acknowledges that Torchbox will not in any event commence performance of the Support Services until the advance payment has been made in full.
- 5.3 The Order or Statement of Work will specify whether the Charges are on a time and materials basis, a fixed price basis or a combination of both and:
 - 5.3.1 if the Charges are on a time and materials basis, the amount payable for the Support Services shall be calculated in accordance with Torchbox's standard daily fee rates, as amended from time to time by Torchbox giving not less than one month's written notice to the Customer; and
 - 5.3.2 if the Support Services are provided for a fixed price the total

price for the Support Services shall be the amount set out in the Order or Statement of Work.

- 5.4 Any fixed price or daily rate contained in an Order or Statement of Work excludes expenses which shall be invoiced by Torchbox in accordance with the General Terms and Conditions.
- 5.5 Unless otherwise agreed in an Order or Statement of Work, Torchbox shall be entitled to invoice the Customer on the last day on which the Support Services are provided or at the end of each calendar month for the Support Services provided during that month. The Customer shall pay each invoice submitted to it by Torchbox, in accordance with the General Terms and Conditions.
- 5.6 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay Torchbox on the due date:
 - 5.6.1 the Customer shall pay interest on the overdue amount at the rate set out in the General Terms and Conditions;
 - 5.6.2 Torchbox may suspend all Sprint Support Services until payment has been made in full.
- 5.7 The provision of Support Services at the Customer Site or the provision of Out-of-Scope Services shall be charged for at the prevailing time and materials rates.

6. SPRINT SUPPORT CANCELLATION

COSTS

- 6.1 The Customer agrees that Torchbox has committed resources to make available to the Customer for Sprint Support and that Torchbox will incur wasted costs due to cancellations. The parties agree that the cancellation costs below have been calculated as, and are, a genuine pre-estimate of the loss likely to be suffered by Torchbox and not a penalty.
- 6.2 In the event of an early cancellation of a Sprint Support, Torchbox may apply the following cancellation charges:
 - 6.2.1 No cancellation charges where Customer gives at least 6 weeks' notice of cancellation or where the Support Services are rescheduled as agreed between the Parties.
 - 6.2.2 50 % of the Charges if Customer cancels or reschedules a Support Sprint between 2 weeks and 6 weeks of the Services Start Date.
 - 6.2.3 Full Charges if Customer cancels or reschedules a Support Sprint less than two weeks before the Services Start Date.

7. SERVICE OUTPUT

- 7.1 In the event the Customer desires the performance of the Support Services to lead to an identified output, such as the completion of a specific task or delivery of particular functionality, Torchbox may at the Customer's request use reasonable commercial endeavours to estimate

the time required to provide such output and such an estimate may be incorporated into the Order or Statement of Work. The Client acknowledges and agrees that any such estimate by Torchbox is not a commitment to perform or provide the identified output within the estimated timeframe or otherwise and the performance of the Support Services may conclude without the identified output having been completed or delivered. In such a case Torchbox shall have no further obligation to provide Support Services to the Customer, but the Customer may request that Torchbox provide additional services at additional cost under a further Order or Statement of Work.

8. RETAINED SUPPORT SERVICES

- 8.1 Retained support services with defined results and output may be offered by Torchbox from time to time on separate terms and conditions.