

Contract

between

APPLIED INFORMATICS LIMITED

and

[NAME OF CUSTOMER]

CONTRACT FOR THE SUPPLY OF SERVICES

CONTRACT DETAILS – COVER SHEET

Our Contract is made up of the following at the date it is signed by both parties:

- (a) This Contract Details Cover Sheet (“**Cover Sheet**”).
- (b) The Solution Proposal (as defined).
- (c) The attached Terms & Conditions (“**Terms & Conditions**”).
- (d) The Service Level Agreement (as defined) (if any).

This Cover Sheet sets out the details of the software and services the Customer has asked the Supplier to provide to the Customer. The Terms & Conditions set out the terms and conditions on which the Supplier agrees to provide, and the Customer agrees to accept such software and services.

By signing this Cover Sheet, you are confirming that you have read and understand the terms of this Contract, and that you are authorised to accept the terms of this Contract for and on behalf of the Customer named in this Cover Sheet.

Customer Details	
Customer Name:	
Company Number (if applicable):	
Address:	
Principal Contact:	
Email:	
Telephone:	

Applied Informatics Details	
Delivery Lead:	

Service Details	
Services:	As set out in the Solution Proposal and any Contract Change Note

Commencement Date:	[the date the Contract is entered into by the parties]
Special Terms (if any):	

Please sign below to confirm you have read, understand, and accept the terms of our Contract and that you are authorised to sign our Contract for and on behalf of the Customer.

Signed by	Signed by
A duly authorised signatory for and on behalf of the Customer	A duly authorised signatory for and on behalf of Applied Informatics Limited
Name.....	Name.....
Date.....	Date.....

TERMS AND CONDITIONS

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1. DEFINITIONS AND INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in the Contract.

“Acceptance Certificate”	the Customer’s written confirmation of the acceptance of a set of Milestone Deliverables.
“ADR Notice”	has the meaning given in clause 22.1.322.1.3.
“Applicable Law”	all relevant and applicable laws or regulations, regulatory policies, legislation, and statutes from time to time in force.
"Authorised Users"	those employees, customers and suppliers of the Customer who are authorised by the Customer to use the ODiSI Solution.
“Bespoke Software”	any software programs developed by the Supplier specifically for the Customer under this Contract and set out in the Solution Proposal.
“Business Day”	a day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business.
“Change”	any change that the Customer or the Supplier wishes to make to the scope or execution of the ODiSI Solution pursuant to clause 1717 (or otherwise).
“Commencement Date”	the commencement date specified in the Cover Sheet.
“Cover Sheet”	the contract details Cover Sheet.
“Contract Change Note”	a contract change note (substantially in the form set out in Schedule 1) detailing a change to the Contract.
“Customer”	the customer specified in the Cover Sheet.
“Customer Consents”	has the meaning given in clause 5.1.8.
"Customer Data"	all data (in any form) that is provided to the Supplier or provided or used as part of the ODiSI Solution by the Customer or by any Authorised User.
“Data Processing Agreement”	the data processing agreement to be entered into in the form agreed by the parties pursuant

to the Contract to govern the processing of personal data by the Supplier.

“Deliverables”

Software Solution and all Documentation Deliverables in whatever format created or delivered by the Supplier and supplied to the Customer as part of the ODiSI Solution and as set out in the Solution Proposal but excluding all Customer Data.

“Deployment Date”

means the date of deployment of the Production System in relation to the deployment sprint.

“DevTest”

development and testing of the Software Solution to be agreed in accordance with clause 6.

“Development Test Plan”

the plan prepared by the Supplier for undertaking development testing as part of the DevTest sprint(s).

“Dispute”

has the meaning given in clause 22.1.

“Dispute Notice”

has the meaning given in clause 22.1.122.1.1.

“Documentation Deliverables”

all reports, documentation, presentations, models or other documentation in whatever format created or delivered by the Supplier and supplied to the Customer as part of the ODiSI Solution and as set out in the Solution Proposal but excluding all Customer Data.

“Endpoint System”

any system from which the ODiSI integration hub receives data and / or to which the ODiSI integration hub sends data, excluding those systems that are internal to the integration hub.

“Fees”

the fee(s) payable for the ODiSI Solution and the Support and Maintenance Services (if applicable) set out in the Solution Proposal and any Contract Change Note (if applicable).

“Force Majeure”

an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Contract (provided that an inability to pay is not Force Majeure), including any matters relating to transfer of data over public communications networks and any delays or problems associated with any such networks or with the internet.

"Heightened Requirements"	Cybersecurity	any laws, regulations, codes, guidance (from regulatory and advisory bodies (whether mandatory or not)), international and national standards, industry schemes and sanctions, which are applicable to either the Customer or an Authorised User (but not the Supplier) relating to security of network and information systems and security breach and incident reporting requirements, which may include the Network and Information systems Regulations 2018 (SI 506/2018), all as amended or updated from time to time.
"Integration Access Point"		a network address used by the Endpoint Systems to send data to and/or receive data from the ODISI integration hub.
"Intellectual Property Rights"		any and all copyright, rights in inventions, patents, know-how, trade secrets, trade marks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, semiconductor chip topography rights, utility models, domain names and all similar rights and, in each case: (a) whether registered or not; (b) including any applications to protect or register such rights; (c) including all renewals and extensions of such rights or applications; (d) whether vested, contingent or future; and (e) wherever existing.
"Maintenance Release"		release of the Software Solution that corrects faults, adds functionality or otherwise amends or upgrades the Software Solution, but which does not constitute a New Version.
"Milestone Deliverables"		a set of one or more Deliverables pertaining to a given sprint, typically as a result of completing a sprint.
"New Version"		any new version of the Software Solution which from time to time is publicly marketed and offered for purchase by the Supplier in the course of its normal business, being a version which contains such significant differences from the previous versions as to

	be generally accepted in the marketplace as constituting a new product.
"Normal Business Hours"	9.00 am to 5.00 pm local UK time, each Business Day.
"ODiSI Solution"	the Services and the Deliverables supplied to the Customer by the Supplier in accordance with the Contract.
"Production System"	the instance of the ODiSI Software Solution installed and connected for live operational use.
"Relief Event"	(a) any breach of the Contract by the Customer and/or any Authorised Users; or (b) any event of Force Majeure.
"Request for Change"	has the meaning given in clause 17.117.1.
"Service Level Agreement" or "SLA"	the service level agreement for the Support and Maintenance Services provided by the Supplier to the Customer.
"Services"	all Customer-facing activities performed by the Supplier for the purpose of defining, delivering or supporting the ODiSI Solution (including Software Solution discovery, design, setup, development, testing, deployment and/or support) in accordance with the Contract (as set out in the Solution Proposal and Contract Change Note (if any)).
"Software Solution"	the software, applications, source code, object code or technology, including Bespoke Software and Third Party Software, to be provided by the Supplier in accordance with the Contract (as set out in the Specification).
"Solution Aftercare Term"	the period during which the Support and Maintenance Services are provided to the Customer beginning on the Deployment Date and running up to and including the end date of the Service Level Agreement (as the same may be extended in accordance with the Service Level Agreement).
"Solution Delivery Plan"	the plan prepared by the Supplier and approved by the Customer in accordance with clause 6, including the Development Test Plan and the UAT Plan (as may be amended

		from time to time by any Contract Change Note in accordance with the Contract).
“Solution Design”		the document describing the systems interfaces, interactions, transactions and integration technology stack to guide the ODiSI Solution development and testing.
“Solution Proposal”		the costed solution proposal for the ODiSI Solution prepared by the Supplier and agreed by the Customer prior to the Commencement Date.
“Specification”		the required capabilities, functionality and features of the ODiSI Solution as set out in the Solution Proposal, Solution Design and Contract Change Notes (if any).
“Supplier”		Applied Informatics (CRN: 07423456) a company registered in England and Wales whose registered office is Electric Works, Sheffield Digital Campus, 3 Concourse Way, Sheffield, England S1 2BJ.
“Support Services”	and	Maintenance the services set out in the Service Level Agreement.
“Term”		the term of the Contract.
“Test Data”		has the meaning given in clause 6.5.
“Territory”		means England and Wales.
“Third Party Software”		any software supplied by a third party vendor, which forms part of the Software, which is made available to the Customer by the Supplier.
“Third Party Software Licence”		the Third Party Software Vendor's standard licensing terms for the Third Party Software from time to time.
“Third Party Software Vendor”		a third party that has granted the Supplier the right to distribute the Third Party Software and resell licences for the Third Party Software.
“UAT Data”		has the meaning given in clause 6.12.
“UAT Results”		has the meaning given in clause 6.12.
“User Acceptance Test Plan”		the plan prepared by the Customer for undertaking the User Acceptance Tests.

“User Acceptance Tests”	the tests of the Software Solution to be agreed in accordance with clauses 6.11 to 6.13. Error! Reference source not found.
“VAT”	United Kingdom value added tax, any other tax imposed in addition to or substitution for it.
"Virus"	any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.
"Vulnerability"	a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term “Vulnerabilities” shall be interpreted accordingly.
1.2	Unless expressly stated otherwise, a reference to writing or written includes email.
1.3	A reference to including means including without limitation.
1.4	References to clauses and schedules are to clauses of, and schedules to, the Contract.
1.5	Clause, schedule, and paragraph headings shall not affect the interpretation of the Contract.
1.6	The Schedules form part of the Contract and shall have effect as if set out in full in the body of the Contract. Any reference to the Contract includes the schedules.
1.7	References to the singular include the plural and vice versa and references to one gender include all genders.
1.8	A reference to a statute or statutory provision is a reference to it as amended, extended, consolidated, or re-enacted from time to time.
1.9	A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
1.10	A person includes a natural person, company, partnership or unincorporated body (whether or not having separate legal personality).

- 1.11 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.12 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.13 A reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (i) another person (or its nominee) by way of security or in connection with the taking of security; or (ii) its nominee.
- 1.14 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. BASIS OF OUR CONTRACT

- 2.1 The Contract shall consist of the following documents in the following order of priority to the extent of any conflict or inconsistency between them:
 - 2.1.1 Contract Change Note (if any).
 - 2.1.2 the Cover Sheet.
 - 2.1.3 the Solution Design.
 - 2.1.4 the Solution Proposal.
 - 2.1.5 the Service Level Agreement (if any).
 - 2.1.6 these Terms & Conditions.
- 2.2 Subject to the order of priority between documents in clause 2.1, later versions of documents shall prevail over earlier ones if there is any conflict or inconsistency between them.
- 2.3 The Contract shall prevail over any inconsistent terms or conditions contained in, attached to, or referred to in any purchase order, confirmation of order, or specification, or any other communications, or implied by law, trade, custom, practice, or course of dealing.
- 2.4 Except as set out in these Terms & Conditions, no addition to, variation of, exclusion or attempted exclusion of any term of the Contract shall be binding on the Customer, or the Supplier, unless it is in accordance with the terms of the Contract including a Request for Change or is otherwise agreed in writing and signed by a duly authorised representative of the Customer and the Supplier.

3. THE SERVICES

- 3.1 The Supplier shall provide the Services to the Customer from the Commencement Date and the Customer shall pay to the Supplier the Fees in accordance with the terms of this Contract.

- 3.2 This Contract shall not prevent the Supplier from entering into similar agreements with third parties or from independently developing, using, selling or licensing materials, products or services which are similar to those provided under this Contract.

4. PROVISION OF THE SERVICES

- 4.1 The Supplier shall:

- 4.1.1 provide the Services with reasonable skill and care;
- 4.1.2 obtain and maintain all necessary licences, consents, and permissions necessary for the provision of its obligations under the Contract (other than the Customer Consents);
- 4.1.3 use reasonable endeavours to meet any milestone dates specified in the Solution Delivery Plan but any such dates shall be estimates only and time shall not be of the essence for provision of the Services;
- 4.1.4 make available the Deliverables to the Customer on and subject to the terms of the Contract.

5. CUSTOMER'S OBLIGATIONS

- 5.1 The Customer shall:

- 5.1.1 promptly provide (and in any event on or before any timeframes specified in the Solution Delivery Plan or otherwise specified by the Supplier from time to time) the Supplier with:
 - (a) all necessary co-operation in relation to this Contract; and
 - (b) all necessary access to such information as may be required by the Supplier;in order to provide the Services.
- 5.1.2 within ten (10) Business Days of being issued a set of completed Milestone Deliverables by the Supplier for acceptance, and unless agreed in writing otherwise by the Supplier, review the Milestone Deliverables and following the review either:
 - (a) confirm acceptance of the set of Milestone Deliverables in full by promptly signing the provided Acceptance Certificate; or
 - (b) notify the Supplier in writing in accordance with clause 7.1 if the Customer considers that there are errors or omissions in any Milestone Deliverables, including the Software Solution failing to meet any aspect of the Specification in any material respect. Such notice shall trigger the issue resolution process set out in clause 7 and the parties shall seek to agree a resolution to the issue to allow the Supplier to re-issue in full, a corrected set of Milestone Deliverables to the Customer for acceptance;
- 5.1.3 perform the User Acceptance Tests in accordance with clause 6**Error! Reference source not found.**;

- 5.1.4 provide such personnel assistance as may be reasonably requested by the Supplier from time to time;
- 5.1.5 without affecting its other obligations under the Contract, comply with all Applicable Laws with respect to its activities under the Contract;
- 5.1.6 carry out all other Customer responsibilities set out in the Contract in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;
- 5.1.7 ensure that the Authorised Users use the ODiSI Solution in accordance with the terms and conditions of the Contract and shall be responsible for any Authorised User's breach of the Contract;
- 5.1.8 obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under the Contract, including any licence in relation to the Third Party Software where the Customer has chosen a self-hosted option for the Software Solution (the "**Customer Consents**");
- 5.1.9 ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time; and
- 5.1.10 be, to the extent permitted by law and except as otherwise expressly provided in the Contract, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from all Endpoint Systems to the Supplier's Integration Access Point, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

6. SOLUTION DELIVERY

- 6.1 The Supplier shall submit the draft Solution Delivery Plan to the Customer for acceptance. The Customer may request that the Supplier includes any reasonable changes or provisions in the draft Solution Delivery Plan required to ensure the Software Solution is delivered in accordance with Specification within the permitted time and budget, prior to accepting it.
- 6.2 The Solution Delivery Plan shall (as far as practicable) be consistent with the delivery schedule detailed in the Solution Proposal.
- 6.3 The Supplier agrees to design, develop, install, configure, test and deploy the Software Solution for the Customer in accordance with the schedule set out in the Solution Delivery Plan.
- 6.4 The Supplier may develop Bespoke Software (if any) as part of the Software Solution in accordance with the requirements of the Solution Proposal.
- 6.5 In accordance with the Development Test Plan, the Customer shall supply data (**Test Data**) to the Supplier for the DevTest sprint(s) which is suitable to test whether the Software Solution operates in accordance with the Specification.

- 6.6 If the Supplier can show the Customer that the Test Data are not suitable for such testing, the Customer shall make such amendments to the Test Data as the Supplier may reasonably request and provide the amended versions to the Supplier within seven (7) days of the request.
- 6.7 The Supplier shall carry out development testing in accordance with the Solution Delivery Plan and Development Test Plan.
- 6.8 Following completion of each sprint in accordance with the Solution Delivery Plan, the Supplier shall submit a set of completed Milestone Deliverables to the Customer for acceptance in accordance with clause 5.1.2.
- 6.9 Where the Customer has rejected any set of Milestone Deliverables in accordance with clause 5.1.2, the provisions of clause 77 shall apply.
- 6.10 The Customer shall be deemed to have accepted a set of Milestone Deliverables if:
 - 6.10.1 the Customer issues an Acceptance Certificate in accordance with clause 5.1.2(a);
 - 6.10.2 the Customer fails to reject a set of Milestone Deliverables within ten (10) Business Days of being issued a set of completed Milestone Deliverables by the Supplier for approval in accordance with clause 5.1.2;
 - 6.10.3 where applicable, the Customer fails to provide the Test Data for the DevTest sprint within either of the time limits referred to in clause 6.5 and 6.6 6.6(as to which time shall be of the essence);
 - 6.10.4 where applicable, the Customer fails to provide the UAT Data for the User Acceptance Testing sprint within either of the time limits referred to in clause 6.12 and 6.13 (as to which time shall be of the essence); and/or
 - 6.10.5 following the deployment sprint, the Customer commences live operational use of the Production System.
- 6.11 In accordance with the Solution Delivery Plan, the Customer shall prepare the User Acceptance Test Plan and confirm the User Acceptance Test Plan with the Supplier.
- 6.12 In accordance with the User Acceptance Test Plan, the Customer shall supply test scripts, plans and sample data which is suitable to test whether the Software Solution operates in accordance with the Specification (**UAT Data**) to the Supplier together with the results (**UAT Results**) the Customer reasonably expects to be achieved by processing the UAT Data using the Software Solution during the User Acceptance Testing sprint for the Supplier to review not less than five (5) Business Days prior to the commencement of the User Acceptance Testing sprint.
- 6.13 If the Supplier can demonstrate to the Customer that the UAT Data or UAT Results are not suitable for User Acceptance Testing, the Customer shall make such amendments to the UAT Data and UAT Results as the Supplier may reasonably request and provide the amended versions to the Supplier within seven (7) days of the request.
- 6.14 The Customer shall carry out the User Acceptance Testing in accordance with the Solution Delivery Plan and User Acceptance Test Plan.

- 6.15 Following successful completion of the User Acceptance Testing, the Customer shall sign the relevant Acceptance Certificate within five (5) Business Days.
- 6.16 If User Acceptance Testing by the Customer fails, then the Customer shall provide a full report of the error(s) to the Supplier, including the sequence of test steps performed to enable the Supplier to replicate the error(s) and the provisions of clause 77 shall apply.
- 6.17 Any one or more of the milestones in the Solution Delivery Plan or any other relevant obligation of the Supplier shall be extended by a reasonable amount of time (considering the circumstances) if one or more of the following events occurs:
- 6.17.1 a Change to the ODiSI Solution is made at the Customer's request via a Request for Change in accordance with clause 17;
- 6.17.2 a Relief Event occurs.
- 6.18 If the Supplier is entitled to an extension of time under clause 6.17, it shall give written notice to the Customer and such notice shall specify the event relied on and, in the case of an event of Force Majeure, shall estimate the probable extent of the delay.
- 6.19 The parties shall use best endeavours to agree in writing, what extension of time is reasonable in the circumstances. The Solution Delivery Plan, or other relevant obligation of the Supplier, shall be deemed amended accordingly.

7. ISSUE RESOLUTION

- 7.1 If at any time during the period from the Commencement Date to the expiry of the Warranty Period, any issue arises as a result of errors or omissions in any Milestone Deliverables, including where the Software Solution fails to meet any aspect of the Specification in any material respect (including failing UAT), the Customer shall notify the Supplier in writing.
- 7.2 Upon receiving written notice of the issue, the parties shall seek to agree a resolution to the issue and if agreed, the Supplier shall seek to remedy the issue within seven (7) days of reaching agreement.
- 7.3 If the Supplier fails to remedy the issue within such seven (7) day period, the Customer may:
- 7.3.1 extend the period granted to the Supplier to remedy the issue by written notice, as often as the Customer wishes until the issue is remedied or the Customer terminates the Contract by written notice to the Supplier;
- 7.3.2 terminate the Contract by written notice to the Supplier and the Supplier shall refund any of the Fees paid by the Customer as at the date of termination (less a reasonable sum in respect of the provision of the Services and/or use of the Software Solution up to the date of termination); or
- 7.3.3 accept the Software Solution subject to such change of acceptance criteria, amendment of the Specification and/or reduction in the Fee as, after taking into account all the relevant circumstances, is reasonable. The parties shall agree and sign a Contract Change Note to give effect to the agreement reached pursuant to this clause 7.3.37.3.3.

8. RIGHTS OF USE

- 8.1 The Supplier grants to the Customer a non-exclusive, non-transferable licence for the full period of the copyright in the Software Solution commencing on and including the date of this Contract to use the Software Solution and the Deliverables only for the following purposes:
- 8.1.1 the normal business purposes of the Customer (which shall not include allowing the use of the Software Solution by, or for the benefit of, any person other than an Authorised User);
 - 8.1.2 the use and storage of data within any database comprised in the Software Solution and the extraction and re-utilisation of data therefrom; and
 - 8.1.3 use in connection with any associated or interconnected networks, including the internet or intranet.
- 8.2 The Customer may make two (2) backup copies of the Software Solution as may be necessary for its lawful use. The Customer shall record the number and location of all copies of the Software Solution and take steps to prevent unauthorised copying.
- 8.3 Except as expressly stated in this clause 88, the Customer has no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Software Solution in whole or in part except to the extent that any reduction of the Software Solution to human readable form (whether by reverse engineering, decompilation or disassembly) is necessary for the purposes of integrating the operation of the Software Solution with the operation of other software or systems used by the Customer, unless the Supplier is prepared to carry out such action at a reasonable commercial fee or has provided the information necessary to achieve such integration within a reasonable period, and the Customer shall request the Supplier to carry out such action or to provide such information (and shall meet the Supplier's reasonable costs in providing that information) before undertaking any such reduction.
- 8.4 The Customer may not use any such information provided by the Supplier or obtained by the Customer during any such reduction permitted under clause 8.38.3 to create any software whose expression is substantially similar to that of the Software Solution nor use such information in any manner which would be restricted by any copyright subsisting in it.
- 8.5 The Customer shall not (and shall ensure that each Authorised User shall not) access, store, distribute or transmit any Viruses, or any material during the course of its use of the ODiSI Solution that:
- 8.5.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - 8.5.2 facilitates illegal activity;
 - 8.5.3 depicts sexually explicit images;
 - 8.5.4 promotes unlawful violence;
 - 8.5.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

8.5.6 is otherwise illegal or causes damage or injury to any person or property;

and the Supplier reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

8.6 The Customer shall not:

8.6.1 use the Software Solution to provide services which complete with the ODiSI Solution to third parties; or

8.6.2 subject to clause 23.123.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Software Solution available to any third party except the Authorised Users in accordance with the Contract, or

8.6.3 attempt to obtain, or assist third parties in obtaining, access to the Software Solution, other than as expressly permitted under the Contract; or

8.6.4 introduce or permit the introduction of, any Virus or Vulnerability into the Supplier's network and/or information systems.

8.7 The Customer shall:

8.7.1 [ensure that the number of the Customer's employees or workers using the Software Solution does not exceed [NUMBER];]

8.7.2 ensure that any self-hosted Software Solution is installed on designated equipment only;

8.7.3 ensure that only Authorised Users use the ODiSI Solution and that such use is at all times in accordance with the Contract;

8.7.4 keep a complete and accurate record of the Customer's copying and disclosure of the Software Solution and its users, and produce such record to the Supplier on request from time to time;

8.7.5 notify the Supplier as soon as it becomes aware of any unauthorised use of the Software Solution by any person;

8.7.6 [pay, for broadening the scope of the licence granted under this clause 88 to cover the unauthorised use, an amount equal to the fees which the Supplier would have levied (in accordance with its normal commercial terms then current) had it licensed any such unauthorised use on the date when such use commenced together with interest at the rate provided for in clause 11.511.5, from such date to the date of payment.]

8.8 The Customer shall permit the Supplier to inspect and have access to any premises (and to the computer equipment located there) at or on which the Software Solution is being kept or used, and have access to any records kept in connection with the licence granted under this clause 88, for the purposes of ensuring that the Customer is complying with the terms of this clause 88, provided that the Supplier provides reasonable advance notice to the Customer of such inspections, which shall take place at reasonable times.

- 8.9 The rights provided under this clause 88 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.
- 8.10 The Customer must use only the Production System when connecting to live operational Endpoint Systems.

9. THIRD-PARTY SOFTWARE

- 9.1 Where Third Party Software is supplied by the Supplier, the Supplier shall supply or otherwise make available to the Customer a copy of the Third Party Software Licence on request.
- 9.2 Where the Customer purchases any Third Party Software itself, the Customer shall be responsible for ensuring their use of the Third Party Software is properly licensed.
- 9.3 The parties acknowledge that the Customer's right to use the Third Party Software, and the restrictions on the Customer's use of the Third Party Software, shall be as set out in the Third Party Software Licence.
- 9.4 The Customer shall abide by the terms of the Third Party Software Licence and ensure that all Authorised Users using the Third Party Software supplied (or otherwise made available) by the Supplier to the Customer abide by the terms of the Third Party Software Licence.
- 9.5 The parties acknowledge that the Third Party Software Licence creates rights and obligations between the Customer and the Third Party Software Vendor, and that the Supplier is not a party to the Third Party Software Licence.
- 9.6 The Supplier shall as far as possible, pass on to the Customer the benefits of any Third Party Software Vendor warranties in relation to any Third Party Software. The Supplier gives no warranties or guarantees and makes no representations concerning the Third Party Software, and all such warranties, guarantees, representations, and all conditions and any other terms whatsoever implied by statute or otherwise, are hereby excluded from the Contract to the fullest extent permitted by applicable law.

10. SOLUTION AFTERCARE

- 10.1 The level of Support and Maintenance Services (if any) to be provided by the Supplier to the Customer shall be as set out in the Service Level Agreement.
- 10.2 The Supplier shall provide the Support and Maintenance Services for the Solution Aftercare Term.
- 10.3 The Customer may extend the period of the SLA at any time prior to the expiry of the current SLA by submitting a Service Request (as defined in the SLA). 17

11. FEES

- 11.1 In consideration for the provision of the ODiSI Solution and the Support and Maintenance Services (if applicable), the Customer shall pay the Fees to the Supplier in accordance with the milestone payment schedule set out in the Solution Proposal.
- 11.2 All amounts payable by the Customer exclude amounts in respect of value added tax (VAT) which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.

- 11.3 The Supplier shall submit invoices for the Fees plus VAT (if applicable) to the Customer at the intervals specified in the payment schedule set out in the Solution Proposal.
- 11.4 The Customer shall pay each invoice within 30 days of the date of such invoice, to a bank account nominated in writing by the Supplier. All payments shall quote the Supplier's invoice number.
- 11.5 If the Customer fails to make any payment due to the Supplier by the due date for payment, then, without limiting the Supplier's remedies under clause 2119, the Customer shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the day after the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 11.6 The Supplier may at any time, without notice to the Customer, set off any liability of the Customer to the Supplier against any liability of the Supplier to the Customer, whether such liability is present or future, liquidated or unliquidated, and whether or not such liability arises under the Contract. Any exercise by the Supplier of its rights under this clause 11 shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

12. CONFIDENTIALITY AND PUBLICITY

- 12.1 Each party undertakes that it shall not at any time during the Contract, and for a period of two (2) years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 12.212.2.
- 12.2 Each party may disclose the other party's confidential information:
 - 12.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 1212; and
 - 12.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 12.3 No party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.
- 12.4 No party shall make, or permit any person to make, any public announcement concerning the Contract without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

13. SUPPLIER'S WARRANTIES

- 13.1 Where the Customer has not opted for the provision of Support and Maintenance Services, the Supplier warrants that the Production System will conform in all material

respects to the Specification for a period of twenty eight (28) days from the Deployment Date (**Warranty Period**). If, within the Warranty Period, the Customer considers that there is any defect or fault in the Production System in consequence of which it fails to conform in all material respects to the Specification, the Customer shall notify the Supplier in writing in accordance with clause 7.1. Such notice shall trigger the issue resolution process set out in clause 7 provided that the Customer provides all the information that may be necessary to assist the Supplier in resolving the defect or fault, including a documented example of any defect or fault, or sufficient information to enable the Supplier to re-create the defect or fault.

13.2 The Supplier shall not be obliged to fix any defect or fault if such defect or fault arises as a result of the Customer, or anyone acting with the authority of the Customer, having amended the Production System or used it outside the terms of this Contract for a purpose or in a context other than the purpose or context for which it was designed or in combination with any other software not provided by the Supplier, or it has not been loaded onto Supplier-specified or suitably configured equipment.

13.3 The Supplier does not warrant that:

13.3.1 the Customer's and/or the Authorised User's use of the Production System will be uninterrupted or error-free;

13.3.2 that the services, and/or the information obtained by the Customer and/or the Authorised User through the Production System will meet the Customer's requirements;

13.3.3 the Production System will be free from Vulnerabilities or Viruses; or

13.3.4 the Production System will comply with any Heightened Cybersecurity Requirements.

14. INDEMNITY

14.1 The Customer shall indemnify, keep indemnified and hold harmless the Supplier (on the Supplier's own behalf on behalf of each of the Supplier's affiliates) from and against any losses, claims, damages, liability, costs (including legal and other professional fees) and expenses incurred by it (or any of its affiliates) as a result of the Customer's breach of the Contract.

YOUR ATTENTION IS PARTICULARLY DRAWN TO CLAUSE 15

15. LIMITS OF LIABILITY

15.1 Except as expressly and specifically provided in the Contract:

15.1.1 the Customer assumes sole responsibility for results obtained from the use of the Software Solution by the Customer and the Authorised Users, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer in connection with the ODiSI Solution, or any actions taken by the Supplier at the Customer's direction;

15.1.2 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Contract;

- 15.1.3 the Software Solution is provided to the Customer on an "as is" basis;
 - 15.1.4 the Supplier is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Software Solution may be subject to limitations, delays and other problems inherent in the use of such communications facilities;
 - 15.1.5 the Customer accepts responsibility for the selection of the ODiSI Solution to achieve its intended results and acknowledges that the non-bespoke components comprising the ODiSI Solution have not been developed to meet the individual requirements of the Customer;
 - 15.1.6 any obligation of the Supplier under the Contract to comply or ensure compliance by any person or the Software Solution with any law shall be limited to compliance only with laws within the Territory as generally applicable to businesses and to providers of software solutions and services. Such obligations shall not be construed to create any obligation on the Supplier (or anyone acting on its behalf) or any part of the Software Solution to comply with any laws or regulations which apply solely to specific commercial or other activities or which apply solely to a specific commercial or non-commercial sector (or part thereof).
- 15.2 Nothing in this Contract excludes the liability of the Supplier:
- 15.2.1 for death or personal injury caused by the Supplier's negligence;
 - 15.2.2 for fraud or fraudulent misrepresentation; or
 - 15.2.3 any other liability which may not be excluded by law.
- 15.3 Subject to clause 15.215.2:
- 15.3.1 the Supplier shall not in any circumstances have any liability for any losses or damages which may be suffered by the Customer (or any person claiming under or through the Customer), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:
 - (a) special damage even if the Supplier was aware of the circumstances in which such special damage could arise;
 - (b) loss of profits;
 - (c) loss of anticipated savings;
 - (d) loss of business opportunity;
 - (e) loss of goodwill;
 - (f) loss or corruption of data;
 - (g) wasted expenditure;

(h) indirect or consequential loss.

- 15.4 Subject to clause 15.2 and 15.3, the total liability of the Supplier, whether in contract, tort (including negligence) or otherwise and whether in connection with the Contract or any collateral contract, shall in no circumstances exceed a sum equal to the Fees.
- 15.5 All references to "the Supplier" in this clause 15 shall, for the purposes of this clause 15 only, be treated as including all employees, subcontractors and suppliers of the Supplier and its affiliates, all of whom shall have the benefit of the exclusions and limitations of liability set out in this clause.

16. PROPRIETARY RIGHTS

- 16.1 The parties agree that, except as expressly provided to the contrary, this Contract does not transfer ownership of, or create any licences (implied or otherwise), in any Intellectual Property Rights in the ODiSI Solution.
- 16.2 The Supplier confirms that it has all the rights in relation to the ODiSI Solution that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of the Contract.
- 16.3 Following the Deployment Date and following payment in full of the Fees in relation to the same, the Supplier shall (at the request of the Customer) assign to the Customer all right, title and interest in and to all such Intellectual Property Rights subsisting in the Bespoke Software.
- 16.4 The Customer acknowledges that all Intellectual Property Rights in the ODiSI Solution belong and shall belong to the Supplier or the relevant third-party owners (as the case may be), and the Customer shall have no rights in or to the ODiSI Solution other than the right to use it in accordance with the terms of the Contract.
- 16.5 The Supplier may use any feedback and suggestions for improvement relating to the ODiSI Solution provided by the Customer or any Authorised User without charge or limitation (**Feedback**). The Customer hereby assigns (or shall procure the assignment of) all Intellectual Property Rights in the Feedback with full title guarantee (including by way of present assignment of future Intellectual Property Rights) to the Supplier at the time such Feedback is first provided to the Supplier.
- 16.6 The Customer hereby waives (and shall ensure all relevant third parties have waived) all rights to be identified as the author of any work, to object to derogatory treatment of that work and all other moral rights in the Intellectual Property Rights assigned to the Supplier under the Contract.
- 16.7 The Supplier undertakes at its own expense to defend the Customer or, at its option, settle any claim or action brought against the Customer alleging that the possession or use of the ODiSI Solution (or any part thereof) in accordance with the terms of the Contract infringes the UK Intellectual Property Rights of a third party (**Claim**) and shall be responsible for any reasonable losses, damages, costs (including legal fees) and expenses incurred by or awarded against the Customer as a result of or in connection with any such Claim. For the avoidance of doubt, this clause 16.7 shall not apply where the Claim in question is attributable to possession or use of the ODiSI Solution (or any part thereof) by the Customer other than in accordance with the terms of the Contract, use of the Software Solution in combination with any hardware or software not supplied or specified by the Supplier if the infringement would have been avoided by the

use of the Software Solution not so combined, or use of a non-current release of the Software Solution.

- 16.8 If any third party makes a Claim, or notifies an intention to make a Claim against the Customer, the Supplier's obligations under clause 16.7 16.7 are conditional on the Customer:
- 16.8.1 as soon as reasonably practicable (and in any event within five (5) Business Days), giving written notice of the Claim to the Supplier, specifying the nature of the Claim in reasonable detail;
 - 16.8.2 not making any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Supplier (such consent not to be unreasonably conditioned, withheld or delayed);
 - 16.8.3 giving the Supplier and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Customer, so as to enable the Supplier and its professional advisers to examine them and to take copies (at the Supplier's expense) for the purpose of assessing the Claim; and
 - 16.8.4 subject to the Supplier providing security to the Customer to the Customer's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, taking such action as the Supplier may reasonably request to avoid, dispute, compromise or defend the Claim.
- 16.9 If any Claim is made, or in the Supplier's reasonable opinion is likely to be made, against the Customer, the Supplier may at its sole option and expense:
- 16.9.1 procure for the Customer the right to continue to use the ODiSI Solution (or any part thereof) in accordance with the terms of the Contract;
 - 16.9.2 modify the ODiSI Solution so that it ceases to be infringing;
 - 16.9.3 replace the Software Solution with non-infringing software; or
 - 16.9.4 terminate the Contract immediately by notice in writing to the Customer and refund any of the Fees paid by the Customer as at the date of termination (less a reasonable sum in respect of the Customer's use of the ODiSI Solution to the date of termination) on return of the Software Solution and all copies thereof.
- 16.10 Notwithstanding any other provision in the Contract, clause 16.7 16.7 shall not apply to the extent that any claim or action referred to in that clause arises directly or indirectly through the possession or use of any Third-Party Software or through the breach of any Third-Party Software Licence by the Customer.
- 16.11 This clause 16.11 constitutes the Customer's exclusive remedy and the Supplier's only liability in respect of Claims and, for the avoidance of doubt, is subject to clause 15.15.

17. CHANGES

- 17.1 Subject to clause 17.7, if either party wishes to change the scope or execution of the Services, details of the requested Change (a **“Request for Change”**) shall be submitted to the other in writing.
- 17.2 If both parties agree the Request for Change, the Supplier shall prepare a Contract Change Note outlining the nature and details of the Change including details of any impact the Change may have on the Fees, the timescales for delivery of the Services, the Contract, and any other relevant information.
- 17.3 If the Supplier submits a Request for Change, the Customer shall not unreasonably withhold or delay their consent to, or rejection of, such Change. The Customer must provide a reason for rejecting any Request for Change submitted by the Supplier.
- 17.4 If the Customer submits a Request for Change, the Supplier shall have no obligation to consent to such a Change nor to proceed with the Change unless and until a Contract Change Note has been signed by both parties.
- 17.5 The Customer shall promptly consider the Contract Change Note and notify the Supplier in writing within five (5) Business Days if the Customer wishes to proceed with the Change based on the details provided. If the Customer confirms that they wish to proceed, an authorised representative of each party shall sign the Contract Change Note following which the Supplier shall implement the Change.
- 17.6 This clause 17 shall have no effect on the Customer’s liability to make payment for any Services rendered.
- 17.7 The Supplier reserves the right to amend the Specification and any other affected Documentation Deliverables if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

18. CUSTOMER DATA AND DATA PROTECTION

- 18.1 The Supplier acknowledges that the Customer Data and output from the Software Solution are the confidential information of the Customer. Customer Data shall at all times remain the property of the Customer or its licensors. The Customer shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.
- 18.2 The Customer hereby grants a royalty-free, non-transferable, non-exclusive licence for the Supplier (and each of its direct and indirect sub-contractors) to use, copy and otherwise utilise the Customer Data to the extent necessary to provide the Services or to exercise the Supplier’s rights, remedies and obligations under the Contract.
- 18.3 Except as otherwise expressly agreed in the Contract, the Supplier shall not be obliged to provide the Customer with any assistance extracting, transferring or recovering any data whether during or after the Term. The Customer acknowledges and agrees that it is responsible for maintaining safe backups and copies of any Customer Data, including as necessary to ensure the continuation of the Customer’s businesses. The Customer shall, without limitation, ensure that it backs up (or procures the back up of) all Customer Data regularly (in accordance with its and its Authorised User’s needs) and extracts it from the Software Solution prior to the termination or expiry of the Contract or the cessation or suspension of any of the Services.

- 18.4 On or before the Commencement Date (or such other date as both parties may agree), the parties shall enter into a Data Processing Agreement for the duration of the Term.

19. NON-SOLICITATION

- 19.1 In order to protect the Supplier's legitimate business interests, the Customer covenants with the Supplier that the Customer shall not (except with the Supplier's express prior written consent) at any time during the term of the Contract or six (6) months after it ends, directly or indirectly solicit away (or attempt to solicit or entice away) from the Supplier's employment and/or engagement, any person employed or engaged by the Supplier in the provision of the ODiSI Solution, other than by means of a national advertising campaign open to all and not specifically targeted at any of the Supplier's employees or contractors.
- 19.2 If the Customer commits a breach of 19.1, the Customer shall on demand pay to the Supplier a sum equal to: (i) one hundred and twenty-five per cent (125%) of the annual basic salary due to that employee, or in the case of a contractor, that contractor's daily rate multiplied over a period of three (3) months; and (ii) the reasonable recruitment costs incurred by the Supplier in replacing such person, such sum being a genuine pre-estimate of the cost of the disruption that such inducement would cause to the efficient conduct of the Supplier's business.
- 19.3 The restrictions in this clause 1919 apply to the Customer acting directly or indirectly and on the Customer's own behalf, or on behalf, or in conjunction with, any firm, organisation or person.
- 19.4 The restrictions in this clause 1919 are intended to be separate and severable. If any of the restrictions shall be held to be void but would be valid if part of their wording were deleted, such restriction shall apply with such deletion as may be necessary to make it valid or effective.
- 19.5 This clause 1919 shall survive termination or expiry of the Contract.

20. RELIEF EVENT

- 20.1 To the maximum extent permitted by law, the Supplier shall not be liable (under any legal theory, including negligence) for any breach, delay or default in the performance of the Contract to the extent the same (or the circumstances giving rise to the same) arises or was contributed to by any Relief Event.

21. TERMINATION AND CONSEQUENCES OF TERMINATION

- 21.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 21.1.1 the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within seven (7) days of that party being notified in writing to do so or such extended period of time as may be agreed by the Customer where clause 77 applies);
 - 21.1.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose

of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;

- 21.1.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 21.1.4 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 21.2 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 21.3 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services under the Contract or any other contract between the Customer and the Supplier if:
- 21.3.1 the Customer fails to pay any amount due under the Contract on the due date for payment;
 - 21.3.2 the Customer becomes subject to any of the events listed in clause 21.1.2 to 21.1.4, or the Supplier reasonably believes that the Customer is about to become subject to any of them.
- 21.4 If the Customer purports to terminate the Contract prior to the expiry of the Term where it does not have the right to do so, the Customer shall be liable for and shall indemnify and hold harmless the Supplier from all losses which the Supplier may suffer in respect of such termination in respect of:
- 21.4.1 payments properly due to the Supplier's sub-contractors and Third Party Software Vendors arising from termination of their contracts with the Supplier as a direct consequence of termination of this Contract;
 - 21.4.2 the proportion of any irrecoverable amount paid in advance to such sub-contractors or Third Party Software Vendors by the Supplier in respect of services and supplies to be provided in connection with the ODiSI Solution and/or Support and Maintenance Services which are attributable to a period after early termination of this Contract; and
 - 21.4.3 any outstanding payments due to the Supplier for work undertaken but not paid for and other amounts or claims due to the Supplier but not paid under this Contract at the date of early termination of this Contract.
- 21.5 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.
- 21.6 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.
- 21.7 On termination for any reason:

- 21.7.1 all rights granted to the Customer under the Contract shall cease;
- 21.7.2 the Customer shall cease all activities authorised by the Contract;
- 21.7.3 the Customer shall immediately pay to the Supplier any sums due to the Supplier under the Contract;
- 21.7.4 the Customer shall immediately destroy or return to the Supplier (at the Supplier's option) all copies of the Software Solution then in its possession, custody or control and, in the case of destruction, certify to the Supplier that it has done so; and
- 21.7.5 the Supplier shall be entitled to remove any Software Solution from the Supplier's systems whether by means of remote access or otherwise and the Customer shall not do or omit to do anything which might prevent or hinder such removal.

22. DISPUTE RESOLUTION PROCEDURE

- 22.1 Subject to the provisions of clause 77, if a dispute arises out of or in connection with the Contract or the performance, validity or enforceability of it ("**Dispute**"), then the parties shall follow the procedure set out in this clause:
 - 22.1.1 either party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with relevant supporting documents. On service of the Dispute Notice, a Director (or equivalent) of each party shall attempt in good faith to resolve the Dispute;
 - 22.1.2 if the Directors (or equivalent) of each party are for any reason unable to resolve the Dispute within thirty (30) days of service of the Dispute Notice, the Dispute shall be referred to the Board of Directors (or equivalent) of each party who shall attempt in good faith to resolve it; and
 - 22.1.3 if the Board of Directors of the parties are for any reason unable to resolve the Dispute within thirty (30) days of it being referred to them, the parties agree to enter into mediation in good faith to settle the Dispute in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties within fifteen days of service of the Dispute Notice, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing ("**ADR notice**") to the other party to the Dispute, referring the dispute to mediation. A copy of the ADR notice should be sent to CEDR. Unless otherwise agreed between the parties, the mediation will start not later than twenty (20) days after the date of the ADR notice.
- 22.2 No party may commence any court proceedings under clause 23.923.9 in relation to the whole or part of the Dispute until the parties have attempted to resolve the Dispute by mediation, provided that the right to issue proceedings is not prejudiced by a delay.
- 22.3 If the Dispute is not resolved within ninety (90) days after service of the ADR notice, or either Party fails to participate or ceases to participate in the mediation before the expiry of that 90 day period, or the mediation terminates before the expiry of that 90 day period, the Dispute shall be finally resolved by the courts of England and Wales in accordance with clause 23.923.9 of this Contract.

23. GENERAL

23.1 Assignment and other dealings.

- 23.1.1 The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- 23.1.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Supplier.

23.2 Entire agreement.

- 23.2.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
 - 23.2.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
 - 23.2.3 Nothing in this clause shall limit or exclude any liability for fraud.
- 23.3 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 23.4 **No Agency.** The Contract shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in the Contract. Neither party shall have, nor represent that it has, any authority to make any commitments on the other party's behalf.
- 23.5 **Further Assurance.** Each party shall at the request and expense of the other, execute and do any deeds and other things reasonably necessary to carry out the provisions of this Contract.
- 23.6 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement. If any provision or part-provision of this Contract deleted under this clause 23.6 23.6 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

23.7 Notices.

- 23.7.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the address specified in the Contract Cover Sheet.
- 23.7.2 Any notice or communication shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address;
 - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
 - (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this sub-clause (c), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 23.7.3 This clause 23.7 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.
- 23.8 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.
- 23.9 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.
- 23.10 **Execution.** This Contract shall be valid, binding and enforceable against a party only when executed by an authorised individual on behalf of the party by means of:
- (a) a DocuSign® or other electronic signature;
 - (b) an original, manual signature; or
 - (c) a scanned or photocopied manual signature, and
- each DocuSign® or other electronic, scanned or photocopied manual signature shall for all purposes have the same validity, legal effect and admissibility in evidence as an original manual signature and the parties hereby waive any objection to the contrary.
- 23.11 **Third party rights.** Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

SCHEDULE 1
CONTRACT CHANGE NOTE