

Standard Terms and Conditions

1. Definitions

"Affiliate" means in relation to a Party (i) any entity under the control of such Party; and (ii) any entity controlling such Party; and (iii) any other entity under the control of a controlling entity.

"Agreement" means this agreement made between the Company and the Customer subject to these standard terms and conditions and including any Orders and Service Level Agreements.

"Charges" means the charges as set out within this Agreement for the delivery of Services described in the Order.

"Commencement Date" means the date given within the Order.

"Company" means 848 IT Services Limited, (registered under number 07393725) whose registered office is at 3 Marconi Gate, Staffordshire Technology Park, Stafford, Staffordshire, ST18 0FZ.

"Confidential Information" means any information marked as confidential or which by its nature the other party knows or ought to know is confidential including but not limited to, trade secrets; technical knowledge; concepts, designs, plans, processes, financial data, databases; personnel data; computer software and programmes.

"Customer" means the party with whom the Company has contracted to provide the Services detailed within this Agreement.

"Dispute" means a disagreement between the Parties which is dealt with in accordance with Clause 12.

"Early Termination Charges" means any charges for cancellation of Services and/or Goods, removal of equipment and/ or disconnection charges.

"Fair Use Policy" means the limitation of usage relating to a Service as described in the respective Service Level Agreement.

"Goods" means the goods supplied by the Company as set out within any Order subject to the terms of this Agreement.

"Legislation" means any applicable legislation, rules, regulations, codes of practice relating to the Goods and/ or Services.

"Managed Services" means the support and management of certain functions and services by the Company for the Customer as detailed and agreed between the Parties within this Agreement.

"Recurring Services" means any Services provided on an ongoing, periodic basis including but not limited to Managed Services, Cloud Solution Provider services, Software as a Service subscriptions, maintenance and support services, and any other services invoiced on a monthly, quarterly, or annual basis.

"Minimum Term" means, unless otherwise stated within the Order, a period of twelve (12) months.

"Order" means a written proposal and Statement of Work (SOW) formally issued by the Company to the Customer and subsequently signed by the Customer accepting the terms therein and these standard terms and conditions. The Company will also sign the SOW accepting the provisions of the Agreement. For the avoidance of doubt, proposals from the Company are valid in writing for the specified period. If unspecified, the quotation validity period is 10 working days.

"Personal Data" means any information relating to an identified or identifiable natural person as defined in the UK

General Data Protection Regulation and Data Protection Act 2018.

"Data Protection Laws" means all applicable data protection and privacy laws including the UK GDPR, Data Protection Act 2018, and Privacy and Electronic Communications Regulations.

"Professional Services" means specific services/roles provided to the Customer by the Company on a day rate basis contained within the Order.

"Services" means the services, including but not limited to Managed Services and Professional Services, supplied by the Company as set out within any Order subject to the terms of this Agreement.

"Site" means the place defined in the Order to which the Company will deliver the Services.

"Software" means third party software procured by the Company for the Customer.

"Term" means the term set out under the Order for the delivery of Goods and Services by the Company to the Customer.

"Service Level Agreement" means performance standards governing the Service provided by Company to the Customer as agreed and entered in between the Parties following acceptance by the Customer of the Order.

2. Extent of Agreement

- 2.1 This Agreement shall constitute the complete and entire agreement between the Company and the Customer and any other terms, conditions, performance criteria, guarantees or prior representations whatsoever shall be of no effect unless expressly incorporated herein. Subject to Clause 5.7, no variation of the terms and conditions of this Agreement shall have effect unless expressly accepted in writing by a duly authorised officer of both Parties.
- 2.2 The Customer shall not rely upon any warranty or technical statements concerning the Services which are to be supplied under this Agreement except where such statements have been confirmed in writing and signed by a duly authorised officer of the Company and expressly incorporated within the Agreement.
- 2.3 Clause headings are for interpretation only and do not form part of this Agreement.
- 2.4 Reference to "Parties" means the parties to this Agreement and references to "a Party" mean one of the parties to this Agreement.

3. Services: The Company & Customer Obligations

- 3.1 Subject to payment of the Charges and the provisions within this Agreement, the Company hereby undertakes that it shall provide the Goods and Services, detailed within the Order and any applicable Service Level Agreement, to the Customer throughout the Term.
- 3.2 3.2 The Services shall be deemed accepted unless disputed by the Customer in writing within seven (7) calendar days of the date upon which the Services were delivered. For Professional Services, acceptance shall occur upon completion of the formal project closedown process signed by both the Company & Customer.
- 3.3 In fulfilling its obligations under this Agreement, the Company will use such skill and care as may reasonably

be expected of a reasonably competent supplier of similar services and will comply with its obligations as set out herein.

- 3.4 The technical specification of each of the Services and the way the Company discharges its obligations under this Agreement is at the sole discretion of the Company.
- 3.5 If a Party requires a change to any Services already agreed, a Party may, on notice, request a change which shall be made in accordance with the variation provisions contained within Clause 6 (Changes and Variations).
- 3.6 The Company does not guarantee the performance of any Software unless explicitly set out in the Service Level Agreement.
- 3.7 The Customer shall provide all pertinent information to the Company that is necessary for the Company's provision of the Services.
- 3.8 In the event that the Company requires a decision, approval, consent, or any other communications from the Customer to continue with the provision of the Service(s) or any part thereof at any time, the Customer shall provide the same in a reasonable and timely manner.
- 3.9 If any consents, licences, or other permissions are needed from any third party, it shall be the Customer's responsibility to obtain the same in advance of the provision of Services unless explicitly agreed otherwise in writing within this Agreement.
- 3.10 The Company shall not be liable for any delay in the provision of the Services resulting from the Customer's failure and/or delay.
- 3.11 The Customer shall allow the Company the use of any equipment, computer systems, peripherals, or other hardware necessary to enable it to provide the Services.
- 3.12 The Customer shall not make or allow any changes, alterations, or modifications to any Software to be made by any party other than those changes, alterations or modifications notified to, and authorised by, the Company in writing. If such changes, alterations, or modifications are carried out without such authorisation, the Company reserves the right to amend the Agreement at its sole discretion and charge the Customer accordingly.
- 3.13 Unless explicitly detailed within the Order and/or the Service Level Agreement, the Customer shall ensure regular data backups are taken, in such a manner to minimise any potential data loss, and to ensure such backups are made available to the Company as required.
- 3.14 The Customer shall permit such rights of access to the Company's personnel and premises as are reasonably required.
- 3.15 The Customer shall ensure that its employees, any subcontractors and/or any other suppliers to the Customer co-operate with any reasonable request of the Company in relation to the provision of Goods and/or Services.
- 3.16 The Customer accepts the Company's Fair Use Policy and continually agrees to be bound by any End User Licence Agreement (EULA) and third-party standard terms and conditions applicable to Software supplied

under the Agreement (as in place and amended from time to time). The Customer shall indemnify and hold the Company harmless against any breach of the foregoing provisions under this clause 3.16 by the Customer. The Company does not warrant any Software provided under this Agreement, or its interoperability with other software, processes, or applications, which is provided on an "as is" basis only.

- 3.17 Unless explicitly agreed otherwise within the Service Level Agreement, the Company makes no warranty that operation of the Services will be uninterrupted or error-free.
- 3.18 The Customer shall inform the Company, without delay, should the Services not be performing correctly and as agreed.
- 3.19 The Customer agrees that it and shall ensure any third party authorised by the Customer also agrees that they shall continually during the Term:
 - 3.19.1 Act fairly and reasonably.
 - 3.19.2 Comply with all applicable Legislation and not cause the Company to contravene any Legislation; and
 - 3.19.3 Not act in such a way as to cause a degradation of service to any of the Company's other customers.
- 3.20 Where the Customer wishes to cancel a Professional Services Order or any part of it:
 - a) for any reason on five (5) or less working days before the specified start date, the Customer remains liable for 100% of the Charges;
 - b) for any reason less than ten (10) working days and more than five (5) working days before the specified start date, the Customer remains liable for 50% of the Charges;
 - c) for any reason on ten (10) or more working days before the specified start date, the Customer shall pay for any loss, expense, and cancellation charges incurred by the Company, including but not limited to resource allocation costs, third-party commitments, and opportunity costs, with a minimum charge of 25% of the cancelled services value."
- 3.21 Where the Customer wishes to cancel a Professional Services Order any notice to cancel must be received in writing.
- 3.22 Where the Customer wishes to cancel a Managed Services contract or any part of it, the Company requires a minimum of three (3) months' notice. The three (3) months' notice period will be charged at the full contract value. Any amounts due by the Customer to the Company shall remain payable for the entire duration of the term. If the Customer has paid for Managed Services in advance, no refunds shall be given where terminated part way through the fixed term.
- 3.23 When the Customer receives Goods, it must inspect them for any defects or non-conformity and notify the Company within five (5) working days from delivery, after which the Customer will be deemed to have accepted the Goods.
- 3.24 The Customer shall appoint a project manager who shall have the authority to contractually bind the Customer on matters relating to the Services and shall co-operate with the Company in all matters relating to the Services.

3.25 Where the Customer has purchased volume Professional Services days, all such days must be used within twelve (12) months from the date of Order. The Company shall automatically invoice for any unused days on the 12-month anniversary date.

3.26 During the Term and for a period of six (6) months after expiry or termination, the Customer shall not without prior written consent directly or indirectly solicit or offer employment to any Company personnel who was directly involved in the provision of Services.

4. Service Standards and Performance

4.1 The Company shall use reasonable commercial efforts to deliver Services in accordance with any Service Level Agreement or performance standards specified in the Order.

4.2 Time shall not be of the essence in the performance of Services unless expressly stated otherwise in the Order.

4.3 The Company's obligations are to use reasonable skill and care in the provision of Services. The Company does not warrant that Services will be error-free, or uninterrupted.

4.4 Any service level failures shall be addressed through the remedies specified in the applicable Service Level Agreement. In the absence of specific remedies, the Company's obligation shall be limited to re-performing the deficient Services at no additional charge.

5. Customer Dependencies and Delays

5.1 The Customer acknowledges that delivery of Services is dependent upon timely provision of information, decisions, approvals, and access by the Customer.

5.2 Any delays caused by Customer's failure to provide necessary inputs shall extend delivery timeframes accordingly and may result in additional charges at the Company's standard rates.

5.3 Where Customer delays exceed thirty (30) days, the Company reserves the right to: (a) invoice for work completed to date; (b) reallocate resources to other projects; (c) revise pricing for resumed Services to reflect current market rates.

5.4 The Customer shall be liable for any additional costs incurred by the Company due to Customer-caused delays, including extended resource commitments and third-party charges.

6. Changes and Variations

6.1 Any changes to the scope, specification, or delivery of Services must be requested in writing and shall only be implemented following the Company's written acceptance.

6.1.1 The Company shall provide estimates for requested changes but reserves the right to revise the Charges based on detailed analysis of requirements.

6.1.2 Changes may impact delivery timelines, and the Customer accepts that change implementation may delay other deliverables.

6.1.3 Emergency changes required for security or operational reasons may be implemented by the Company immediately, with formal change documentation to follow within five (5) working days.

6.1.4 The Customer shall pay for all approved changes in accordance with the Company's then-current pricing, regardless of any budgetary constraints or approval processes.

7. Supply of Goods

7.1 Risk of loss or damage to the Goods shall pass to the Customer on delivery of the Goods to the Customer or the Customer's carrier and the Customer shall insure the Goods from that time until ownership of and title to them passes to the Customer.

7.2 Ownership of Goods shall not pass to the Customer until the Company has received payment in full for the Goods.

7.3 Until ownership of the Goods has passed to the Customer, the Customer shall ensure the Goods are kept and maintained in a safe and secure manner without damage or disposal.

7.4 All Goods supplied by the Company shall be supplied without any warranty, representation, or condition, whether express or implied by common law or statute and all such warranties, representations and conditions are excluded to the fullest extent permitted by law, save that any manufacturers or supplier's warranties that are capable of assignment by may be assigned by the Company to the Customer.

8. Charges

8.1 All pricing/Charges, contained within the Agreement, are exclusive of Value Added Tax along with any other taxes appropriate to the jurisdiction whereupon which the services are delivered.

8.2 The Customer shall pay invoices (without deduction or set off) within thirty (30) days of the date of such invoice(s) being issued by the Company. For all recurring services including Cloud Solution Provider services, Managed Services, Software subscriptions, and other recurring revenue arrangements, payment shall be by mandatory Direct Debit..

8.3 Should payment not be received in cleared funds by the Company in accordance with the timescale set in Clause 8.2, the Company reserves the right to charge interest at the rate of 8% per annum above the Bank of England base rate plus commercial debt recovery costs in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 until payment is received by the Company in full.

8.4 The Company reserves the right to invoice the Customer twelve (12) months in advance in respect of all recurring fees including but not limited to Managed Services, Cloud Solution Provider services, Software subscriptions, maintenance agreements, and any other services of a recurring nature.

8.5 Unless otherwise expressly set out to the contrary in the applicable Order, the Customer shall pay all expenses reasonably incurred by the Company that are attributable to the provision of the Goods and/or Services.

8.6 In the event of the Customer's failure to pay outstanding invoices, the Company reserves the right, without any liability for the consequences thereof or any prejudice to the Customer's payment obligations hereunder, to suspend provision of the Services

forthwith. Where any payment remains overdue for more than twenty (20) days, the Company reserves the right to cancel any unfulfilled portion of the Order.

- 8.7 All amounts due under this Agreement shall be paid in full without any deduction or withholding other than as required by law and the Customer shall not be entitled to assert any credit or set off against the Company to justify withholding payment of any such amount in whole or in part.
- 8.8 Subject to any contrary provision in the Order, the Company is entitled to increase or vary pricing/Charges contained within the Order between the date of Order and the date of delivery in line with any variance in costs of, for example, materials, labour, services, or exchange rates.
- 8.9 Subject to any contrary provision in the Order, the Charges shall be revised annually to reflect the percentage change in the Retail Price Index ("RPI").
- 8.10 The Company reserves the right to issue invoices based on: (a) weekly for Professional Services; (b) monthly for Professional Services where applicable; (c) end of project for Professional Services; (d) twelve months in advance for all recurring services including Managed Services, Cloud Solution Provider services, and Software subscriptions; (e) date of shipment for Goods.
- 8.11 The Company shall undertake Services during Standard Working Days (Monday to Friday, 09:00 to 17:30, excluding UK bank holidays).
- 8.12 Any Professional Services provided outside Standard Working Days shall attract an uplift on the Company's standard charging rate: (a) Weekday (outside standard hours): 1.5 times standard rate; (b) Saturday: 2.0 times standard rate; (c) Sunday: 2.2 times standard rate; (d) Bank Holiday: 3.0 times standard rate.

9. Insurance and Limitation of Claims

- 9.1 The Company maintains professional indemnity insurance of not less than £5,000,000 and public liability insurance of not less than £5,000,000. Insurance certificates shall be provided upon reasonable request.
- 9.2 Any claims against the Company must be notified in writing within twelve (12) months of the Customer becoming aware (or ought reasonably to have become aware) of the circumstances giving rise to the claim, failing which the Company shall have no liability whatsoever.
- 9.3 The Company's total aggregate liability under this Agreement and any related agreements shall not exceed the amount recoverable under the Company's professional indemnity insurance.

10. Term

The Term of this Agreement shall commence on the Commencement Date and shall continue subject to the Minimum Term until terminated in accordance with the provisions herein.

11. Intellectual Property Rights

- 11.1 The Company shall use its reasonable endeavours to procure that the Software owner grants to the Customer a licence to use the Software for the

purposes of the Customer's receipt of the Services and such use by the Customer shall be subject to the terms of such licence.

- 11.2 Without prejudice to the Customer's rights in their own materials the parties agree that the Customer shall not acquire any intellectual property rights whatsoever in respect of software, documentation, processes, code, or other materials used by the Company in connection with or related to the provision of the Services hereunder.
- 11.3 The Company obtains no proprietary interest or intellectual property rights in any Customer data, but the Customer hereby confirms that the Company is entitled to use such Customer data in connection with the provision of the Services and for the purposes of any additional services, including without limitation Customer data restoration and the Customer indemnifies and holds the Company harmless for the direct and indirect consequences of such use.
- 11.4 The Customer acknowledges and agrees that all Developed IPR in the Services, shall immediately upon creation or performance vest in and shall be and remain the sole and exclusive property of the Company. The Customer hereby irrevocably and unconditionally assigns to the Company all right, title and interest in and to any Developed IPR whether existing or future.
- 11.5 License Grant to Customer
 - 11.5.1 Subject to the Customer's compliance with this Agreement and payment of all fees due, the Company grants to the Customer a worldwide, royalty-free, non-exclusive licence to use the Developed IPR solely for the Customer's business purposes for which the Services were originally provided.
 - 11.5.2 This licence shall automatically terminate if: (a) the Customer breaches any material term of this Agreement; (b) the Customer fails to pay any amounts due under this Agreement; or (c) this Agreement is terminated for cause by the Company.
 - 11.5.3 The Customer may not modify, reverse engineer, or create derivative works based on the Developed IPR without the Company's prior written consent.
 - 11.5.4 This licence does not include the right to sub-licence or transfer the Developed IPR to any third party.
- 11.6 The Customer warrants that any materials, data, or intellectual property provided to the Company for use in delivering Services does not infringe third-party rights and indemnifies the Company against any claims arising from such infringement.
- 11.7 Where the Customer requests modifications to the Company's standard methodologies, processes, or intellectual property, the Customer shall pay additional charges for such customisation and shall not acquire any rights in the modified materials.
- 11.8 The terms and obligations imposed by this Clause 11 shall survive the expiry or termination of this Agreement for any reason.

12. Limitations of Liability

- 12.1 Subject to 12.2 and 12.3, the Company's aggregate liability in tort, breach of contract, breach of statutory duty and/or misrepresentation shall be limited to the

lesser of (i) the Charges paid by the Customer to the Company in the previous twelve (12) months, or (ii) £50,000 under this Agreement.

- 12.2 The Company shall not be liable for any indirect or consequential loss or damage including but not limited to: (i) loss of business; (ii) depletion of goodwill or similar losses; (iii) loss of anticipated savings; (iv) loss of goods; (v) loss of contract; (vi) loss of use; (vii) loss or corruption of data or information; (viii) any special or pure economic loss, costs, damages, charges or expenses, or other claims for compensation whatsoever which arise out of or in connection with the Agreement.
- 12.3 Nothing in this Agreement shall limit the either Parties liability for death, personal injury, or fraud.

13. Termination

- 13.1 Either Party may terminate this Agreement upon ninety (90) days' written notice to the other Party, to expire on or at any time after the Minimum Term. Notwithstanding the foregoing, the Customer hereby accepts liability for any additional Early Termination Charges which arise resulting from such termination as set out elsewhere in this Agreement. Where a Customer has made an advance payment to the Company, the Company shall not be liable to repay any prepaid amount following termination of this Agreement.
- 13.2 Either Party may immediately terminate the Agreement by written notice to the other Party if:
- 13.2.1 the other Party commits a breach of any provisions of the Agreement and, if the breach is capable of remedy, fails to remedy it within twenty-eight (28) days after being given written notice giving full particulars of the breach and requiring it to be remedied.
- 13.2.2 any sum owing to that party by the other Party under any of the provisions of the Agreement is not paid within sixty (60) days.
- 13.2.3 where a receiver is appointed, over any of the property or assets of that other Party.
- 13.2.4 the other Party makes any voluntary arrangement with its creditors or becomes subject to an administration order (within the meaning of the Insolvency Act 1986).
- 13.2.5 the other Party goes into liquidation (except for the purposes of bona fide amalgamation or reconstruction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under the Agreement).
- 13.2.6 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party.
- 13.2.7 the other Party ceases, or threatens to cease, to carry on business; or
- 13.2.8 control of the other Party is acquired by any person or connected persons not having control of that other Party on the date of the Agreement. For the purposes of Clause 9, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.

- 13.3 For the purposes of 9.2.1, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.
- 13.4 The rights to terminate the Agreement shall not prejudice any other right or remedy in respect of the breach concerned (if any) or any other breach.

14. Data Protection

- 14.1 Each Party will strictly comply with Data Protection Laws. To the extent that the Company processes Personal Data on behalf of the Customer, the Company shall:
- 14.1.1 only process the Personal Data in accordance with documented instructions from the Customer unless required by law to do otherwise;
- 14.1.2 implement appropriate technical and organisational measures to ensure security of Personal Data appropriate to the risk;
- 14.1.3 notify the Customer without undue delay upon becoming aware of a Personal Data breach that is likely to result in high risk to individuals;
- 14.1.4 assist the Customer in meeting its obligations to respond to data subject requests and regulatory inquiries, with such assistance to be charged at the Company's standard rates;
- 14.1.5 make available to the Customer information necessary to demonstrate compliance with this clause 14 and allow for audits by the Customer or third-party auditor (with reasonable notice and at Customer's expense).

15. Force Majeure

Neither Party shall be liable for failure to perform its obligations caused by or resulting from force majeure which shall include, but not be limited to events which are unpredictable, unforeseeable, such as any acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, fire, flood or any disaster, strikes or industrial disputes, failure of a utility service or transport network, storm or adverse weather conditions, failure of suppliers or sub-contractors, epidemic, pandemic, or any other circumstances beyond the reasonable control of either Party ("Force Majeure Event").

16. Third Party Service Dependencies

- 16.1 Where Services depend on third-party providers (including cloud services, software licenses, or telecommunications), the Company's performance is subject to the continued availability and proper functioning of such third-party services.
- 16.2 The Company shall not be liable for any failure, delay, or degradation of Services caused by third-party service providers, provided the Company has selected such providers in accordance with reasonable commercial practices.
- 16.3 The Customer acknowledges that third-party service interruptions may occur and agrees that such interruptions shall not constitute a breach of this Agreement by the Company.
- 16.4 The Company shall use reasonable commercial efforts to restore Services following third-party service disruptions but makes no guarantee as to restoration timeframes

17. Dispute Resolution

- 17.1 The parties shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiations between their appointed representatives who have the authority to settle such disputes.
- 17.2 If negotiations under 17.1 do not resolve the matter within 21 days of receipt of a written invitation to negotiate, the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution (“ADR”) procedure.
- 17.3 If the ADR procedure under 17.2 does not resolve the matter within 28 days of the initiation of that procedure, or if either party will not participate in the ADR procedure, the dispute may be referred to arbitration by either party.
- 17.4 The seat of the arbitration under 17.3 shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed between the parties. In the event the parties are unable to agree on the arbitrator(s) or the rules for arbitration, either party may, upon giving written notice to the other party, apply to the President or Deputy President for the time being of the Chartered Institute of Arbitrators for the appointment of an arbitrator or arbitrators and for any decision on rules that may be required.
- 17.5 Nothing in this Clause 17 shall prohibit either party or its Affiliates from applying to a court for interim injunctive relief.
- 17.6 The Parties hereby agree that the decision and outcome of the final method of dispute resolution under this Clause 17 shall be final and binding on both parties.

18. Notices

Notices under this Agreement must be in writing and sent by first class post or delivered personally to the others last known address. A notice sent by post will be deemed to have been received two (2) days after posting and a notice delivered personally at the time of delivery.

19. Confidentiality

- 19.1 The Company and the Customer shall keep in confidence all Confidential Information obtained under this Agreement and shall not divulge the same to any person (other than their own or their Affiliate’s employees and professional advisors who need to know the information) without the consent of the other Party. The Customer shall ensure that confidentiality provisions no less stringent than those detailed herein are also in place for any third party engaged by the Customer relating to the delivery of services under this Agreement.
- 19.2 This Clause 19 shall not apply to information which is:
 - 14.2.1 in the public domain other than in breach of this Agreement.
 - 19.2.1 in the possession of the receiving Party before such divulgence has taken place.
 - 19.2.2 obtained from a third party who is free to divulge the same; or
 - 19.2.3 legally required to be disclosed.

- 19.3 The receiving Party must, for a period of three (3) years following the expiration or termination of this Agreement, keep such Confidential Information in confidence and use the Confidential Information only for the purposes of performing this Agreement.
- 19.4 It is acknowledged by the Parties that a violation of this Clause 19 may cause irreparable harm to the disclosing Party, for which monetary damages may not be an adequate remedy. Without prejudice to any other rights or remedies, the disclosing party has the right to apply for injunctive relief for any breach of Confidential Information.
- 19.5 The Company is entitled to use the Customer's name and logo for reasonable marketing and promotional purposes with the Customer's prior written consent, such consent not to be unreasonably withheld or delayed.

20. Assignment

The Customer is not entitled to assign this Agreement or any part of it without the prior written consent of the Company. The Company may assign this Agreement.

21. Severability

If any provision of this Agreement shall be found, by any court or administrative body of competent jurisdiction, to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

22. Waiver

Failure or delay by the Company in enforcing or partially enforcing any provision of this Agreement shall not be construed as a waiver of any of its rights under this Agreement.

23. Rights of Third Parties

A person who is not a Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

24. Jurisdiction

This Agreement and any claims or Disputes arising out of, relating to or in connection with it, as well as the arbitration procedure, shall be governed by and construed in accordance with the laws of England. Notwithstanding clause 17, any dispute between the Parties relating to the Agreement shall fall within the exclusive jurisdiction of the courts of England and Wales.