

Appdrawn Services Terms and Conditions (these "Terms and Conditions")

1 DEFINITIONS

In this Agreement:

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

"Acceptance"	has the meaning given to it in Clause 5.10;
"Acceptance Tests"	the tests to ascertain whether the Project Deliverables materially conform to the Statement of Requirements when properly used in accordance with this Agreement. This shall be the only standard for the acceptance tests;
this "Agreement"	these Terms and Conditions together with the relevant SOW and any other documents identified in the relevant SOW;
"Appdrawn"	Appdrawn Limited, a company registered in England under number 10216258 whose registered office is at The Junction, Station Road, Watford, England, WD17 1ET;
"Assumptions"	any assumptions on which any Fees are based, as set out in the SOW;
"Background Materials"	anything (including any Open Source Materials) which forms part of the Deliverables which is not Client-Specific Materials;
"Brand"	the Client's trade mark, service mark, logo or brand;
"Business Day"	any day other than (a) a Saturday, (b) a Sunday, (c) a day which is a bank holiday in England (as set out on https://www.gov.uk/bank-holidays for bank holidays in England) or (d) each of the days between 25 th December and the following 1 st January in any given year;
"Change Request Form"	the template form appended to the SOW, which template must be used by the Parties if they wish to amend this Agreement in accordance with Clause 15;
"Client"	the client whose details are set out in the SOW;
"Client-Specific Materials"	anything which forms part of the Deliverables which is specifically stated in the SOW or otherwise expressly agreed in writing between the Parties as being created or developed for the Client;
"Commencement Date"	the date stipulated as such in the SOW;
"Confidential Information"	any information in any form or medium obtained by or on behalf of one Party from or on behalf of the other Party in relation to this Agreement which is expressly marked as confidential or which a reasonable person would reasonably consider to be confidential whether disclosed or obtained before, on or after the date of this Agreement together with any reproductions of such information or any part of this information (and Appdrawn's "Confidential Information" shall include any processes, operations, methodologies and set-ups in relation to the Deliverables, or any source code to the Background Materials; and the Client's "Confidential Information" shall include the Data);
"Data"	any data used specifically in relation to the Client's business, including any such data supplied by the Client's Representatives (other than Appdrawn) or any data or content used or inputted by or on behalf of the Client in relation to its specific use of the Deliverables;
"Data Protection Laws"	all applicable laws and regulations, as amended or updated from time to time, in the UK relating to data protection, the processing of personal data and privacy, including the Data Protection Act 2018 ("DPA"), the "UK

GDPR" (as defined in sections 3(10) and 205(4) of the DPA) and any legislation that replaces amends or supersedes the DPA or UK GDPR;

"Deliverables"	any materials, works of authorship, deliverables, software (including source code and object code), products, routines, algorithms, files, multimedia and audiovisual material, tools, processes, systems, methodologies, flowcharts, databases, data, database structures, a website's "look and feel", content, descriptions, documents, know-how, information, text, lists, inventions, creations, diagrams, artwork, designs, screenshots, drawings, plans, specifications and images (in whatever form and on whatever media), on whatever media, provided or used or to be provided or used by Appdrawn (where applicable, to the Client) in the course of performing the Services;
"Dependencies"	any requirements for the Client to perform its obligations under this Agreement which may impact on the ability of Appdrawn to be able to provide the Services (and at the times anticipated), including those described in the SOW as being "Dependencies" and which includes the obligations in Clause 4.1;
"Dispute"	has the meaning given to it in Clause 17.1;
"Dispute Notice"	has the meaning given to it in Clause 17.1;
"Event of Force Majeure"	has the meaning given to it in Clause 14.1;
"Fees"	the fees payable by the Client to Appdrawn for Appdrawn's supply of the Services as stipulated in the relevant SOW, being either the Project Services Fees or On-Going Services Fees or any other fees described in this Agreement;
"Hosting Parameters"	the parameters for the hosting infrastructure made available by Appdrawn to the Client, as may be more particularly described in or pursuant to the SOW;
"Hosting Services"	the hosting services provided or to be provided by Appdrawn to the Client in accordance with the Hosting Parameters for the Deliverables, as may be more particularly described in or pursuant to this Agreement;
"Initial Term"	has the meaning given to it in Clause 13.1.2;
"Intellectual Property Rights"	copyright and related rights, trade marks and service marks, trade names and domain names, rights under licences, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, patents, rights to inventions, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
"Liability"	liability in or for breach of contract (including liability under any indemnity), tort (whether deliberate or not), negligence, breach of statutory duty, misrepresentation, restitution or any other cause of action whatsoever relating to or arising under or in connection with this Agreement, including liability expressly provided for under this Agreement or arising by reason of the invalidity or unenforceability of any term of this Agreement (and for the purposes of this definition, all references to "this Agreement" shall be deemed to include any collateral contract);

"Month"	a calendar month;
"Normal Business Hours"	9am until 5pm local time in London on Business Days;
"On-Going Phase"	the phase of the Services that relates to the On-Going Services;
"On-Going Services"	the provision of Support and Maintenance Services or Hosting Services provided or to be provided by Appdrawn to the Client;
"On-Going Services Commencement Date"	the date stipulated as such in the SOW;
"On-Going Services Fees"	the fees payable by the Client to Appdrawn for the On-Going Services, as stipulated in the SOW;
"Open Source Materials"	anything which forms part of the Deliverables which is stated in the SOW or otherwise by Appdrawn as being open source;
"Open Source Materials Licence"	any published licence relating to the use of the Open Source Materials;
"Party"	either Appdrawn or the Client;
"Person Day"	the equivalent of a seven hour day from a single Representative of Appdrawn;
"Project"	the project for Appdrawn's design and delivery of the Project Deliverables;
"Project Deliverables"	the Deliverables to be provided by Appdrawn for a particular project including to meet the Statement of Requirements, as described in the SOW;
"Project Phase"	the phase of the Services that relates to the Project Services;
"Project Plan"	the plan for the Project, as initially set out in the SOW, as updated by the Parties during the Project;
"Project Representative"	the person appointed by the relevant Party in accordance with Clause 5.4;
"Project Services"	the services provided or to be provided by Appdrawn to the Client in relation to the Project, and which may include design, development, delivery and testing of the Project Deliverables;
"Project Services Fees"	the fees payable by the Client to Appdrawn for the Project Services, as stipulated in the SOW;
"Rates"	Appdrawn's time and materials rates for providing services, being initially at either the rates set out in the SOW or (if not set out there) at Appdrawn's standard time and materials rates from time to time for the particular services; as uplifted in accordance with this Agreement;
"Renewal Term"	has the meaning given to it in Clause 13.1.2;
"Representative"	an employee, officer, director, consultant, contractor, agent or representative of the relevant Party;
"Services"	any services provided or to be provided by Appdrawn to the Client (and which may include the Project Services or the On-Going Services), as may be more particularly described in or pursuant to the SOW;

"Statement of Requirements"	the high-level document that may be set out in the SOW describing the deliverables to be provided for a particular project;
"Statement of Work" or "SOW"	the document containing the specific information relating to the services and deliverables to be supplied by Appdrawn to its client;
"Support and Maintenance Services"	the provision of Appdrawn's time to the Client for looking into and responding to requests from the Client to address error corrections and fixes and deal with bugs in relation to the Deliverables or their availability, for answering usability enquiries, or for analysing and designing and delivering changes to the requirements or new functionality or performance or accessibility of the Deliverables, as may be more particularly described in or pursuant to this Agreement;
"Year"	any period of 12 months commencing on the On-Going Services Commencement Date or on the anniversary of the On-Going Services Commencement Date;
1.2	references to " Clauses " and " Appendices " are to clauses of these Terms and Conditions and appendices to the SOW;
1.3	the headings are inserted for convenience only and shall not affect the interpretation or construction of this Agreement;
1.4	words imparting the singular shall include the plural and vice versa. Words imparting a gender shall include the other gender and the neutral and references to persons shall include an individual, company, corporation, firm or partnership;
1.5	references to " written " or in " writing " includes in electronic form;
1.6	references to " includes " or " including " or like words or expressions shall mean without limitation;
1.7	references to any statute or statutory provision shall include any subordinate legislation made under it, any provision which it has modified or re-enacted (whether with or without modification) and any provision which subsequently supersedes it or re-enacts it (whether with or without modification); and
1.8	references to the United Kingdom or UK are to England, Wales, Scotland and Northern Ireland.
2	AGREEMENT
2.1	The terms of this Agreement apply to the exclusion of any terms and conditions submitted, proposed or stipulated by the Client. These Terms and Conditions apply to all Services and Deliverables.
2.2	Save as expressly provided herein, this Agreement shall operate to the entire exclusion of any other agreement, understanding or arrangement of any kind between the Parties preceding the date of this Agreement and in any way relating to the subject matter of this Agreement and to the exclusion of any representations not expressly stated herein except for any fraudulent misrepresentations or any misrepresentation as to a fundamental matter. Each Party acknowledges that it has not entered into this Agreement based on any representation that is not expressly incorporated into this Agreement.
2.3	This Agreement constitutes the whole agreement and understanding of the Parties as to its subject matter and there are no provisions, terms, conditions or obligations, whether oral or written, express or implied, other than those contained or referred to in this Agreement.
2.4	To the extent that there is any conflict between the provisions of any of the documents within this Agreement, then the SOW shall prevail over these Terms and Conditions.
2.5	If the Client provides Appdrawn with a purchase order for the Services or Deliverables, the purchase order shall be purely for the Client's administrative purposes only and shall not form part of this Agreement.
2.6	This Agreement shall be legally formed and the Parties shall be legally bound when both Parties have signed the SOW.

2.7 Except as expressly provided otherwise in this Agreement, no change to this Agreement shall be binding unless it is agreed in writing by each Party in accordance with Clause 15.

2.8 Each agreed SOW constitutes a separate agreement. There may be more than one agreement between the Parties in force at the same time as this Agreement.

3 SERVICES GENERALLY

3.1 Appdrawn warrants that:

3.1.1 it shall use its reasonable skill and care in providing any Services and in accordance with good industry practice (meaning the level of skill and care as would be provided by a skilled provider of similar services in Appdrawn's industry);

3.1.2 its Representatives have the necessary skill to provide any Services;

3.1.3 any Services will be provided in a professional, competent and workmanlike manner;

3.1.4 as far as it is aware, it has all necessary rights, permissions and consents to enter into, and perform its obligations under, this Agreement (including to use and make available any Intellectual Property Rights in respect of the Deliverables);

3.1.5 it shall ensure that Appdrawn's Representatives co-operate with, and make themselves available at all reasonable times for discussion and meetings with, the Client and the Client's Representatives;

3.1.6 its advice, suggestions and recommendations shall be based on its own information, expertise, judgements, experience, knowledge and opinions, and shall be independent and unbiased;

3.1.7 it shall use its reasonable endeavours to ensure that while it and its Representatives are on the Client's premises, they will conform to the Client's normal codes of staff and security practice as are advised to them in advance by the Client and where reasonably possible to cause minimal disturbance to the Client's Representatives who are not involved with the receipt of the Services;

3.1.8 it shall fully, frequently and promptly update the Client as to progress with the Services and Deliverables generally, including reporting on any concerns, issues, queries or comments that need to be resolved or discussed; and

3.1.9 it shall comply with all applicable laws, statutes, regulations and bye-laws, in relation to the exercise of its rights and performance of its obligations under this Agreement.

3.2 Appdrawn shall provide the Services in accordance with what is stipulated in the SOW but it otherwise does not warrant that the Services or Deliverables will meet the individual requirements of the Client. Appdrawn is not responsible for any deliverables, goods or services not expressly stipulated in this Agreement that Appdrawn will provide. The Client is responsible for any deliverables, goods and services that it needs to obtain from someone other than Appdrawn. Except for any matter upon which Appdrawn specifically agrees in writing with the Client to advise or do, Appdrawn shall not be responsible or have any Liability for advising on, or failing to advise on, or doing, or failing to do, anything else.

3.3 Subject to Appdrawn performing the Services within any timeframe and at any location agreed as being necessary for the performance of the Services, Appdrawn may select its own working times and location provided that the nature of particular Services does not require the particular Services to be undertaken during particular working times or at any particular location.

3.4 Appdrawn shall use its reasonable endeavours to perform its obligations within any timescales set out in this Agreement, but Appdrawn shall not have any Liability for any delays or failure to accurately perform its obligations:

3.4.1 if it has used those endeavours; or

3.4.2 if caused by any failure or delay in any Dependencies including any failure or delay on the part of the Client or the Client's Representatives (other than Appdrawn) to perform their obligations or by any breach by the Client of this Agreement or of any other agreement with Appdrawn.

If there is any slippage in time, Appdrawn shall use its reasonable endeavours to reschedule delayed tasks to a mutually convenient time.

3.5 If Appdrawn is delayed or hindered in providing any Services as a result of any failure or delay in any Dependencies including any breach, delay or failure by the Client to perform any of its obligations under this Agreement or of any other agreement between the Parties, then Appdrawn may, when calculating the number of hours during which it provided Services, include any time reasonably incurred as a result of the hindrance or breach (including the time it actually spends in providing the Services, and any wasted time for which Appdrawn had anticipated that its Representatives would spend in providing Services under this Agreement but become unable to do so at that time as a result of the Client's act or omission and which resources Appdrawn cannot reasonably re-allocate).

3.6 Except where expressly provided for within this Agreement, Appdrawn excludes all conditions, warranties, terms and obligations, whether implied by statute, common law or otherwise, to the fullest extent permitted by law in respect of the Services and Deliverables.

4 CLIENT'S OBLIGATIONS GENERALLY

4.1 The Client shall (and shall, where applicable, procure that its Representatives shall):

4.1.1 provide proper, adequate, safe, comfortable and suitable environmental and operating conditions if Appdrawn undertakes any work at the Client's (or its Representatives') premises;

4.1.2 except as may be stipulated in the SOW, not make demands of Appdrawn or its Representatives which necessitate work outside of Normal Business Hours;

4.1.3 inform Appdrawn in writing within a reasonable time before the commencement of any Services of any regulations relevant to Appdrawn's Representatives when working at any location under the control of the Client or the Client's Representatives including site regulations;

4.1.4 be present and available at the required times to enable Appdrawn to perform its obligations at the times reasonably required by Appdrawn under this Agreement;

4.1.5 ensure that the Client's Representatives fully co-operate with, and make themselves available at all reasonable times for discussion and meetings with, Appdrawn and its Representatives and to enable Appdrawn to promptly perform its obligations under this Agreement;

4.1.6 fully, frequently and promptly update Appdrawn as to progress with use of the Deliverables and Services generally, including reporting on any concerns, issues, queries or comments that need to be resolved or discussed;

4.1.7 promptly and accurately provide to Appdrawn such Data, information and assistance (including anything identified in the SOW to be provided to Appdrawn) that will enable Appdrawn to carry out fully, accurately, promptly and efficiently its obligations under this Agreement to the best of its ability;

4.1.8 take all care and assume all responsibility with using, sending and receiving any Data, the risk of and responsibility for using, securing, copying, preserving and taking back-ups of Data being with the Client;

4.1.9 promptly comply with all reasonable requests of Appdrawn in connection with this Agreement;

- 4.1.10 ensure it has all necessary rights, permissions and consents to enter into, and perform its obligations under, this Agreement; and
- 4.1.11 comply with all applicable laws, statutes, regulations and bye-laws in relation to the exercise of its rights and performance of its obligations under this Agreement.
- 4.2 Appdrawn shall be responsible only for providing the Services and Deliverables. The Client shall be responsible for any decision or implementation by the Client and its Representatives relating to the Deliverables or to any advice, suggestion, recommendation, output, evaluation or course of action proposed in the provision of the Services.
- 4.3 It is the Client's responsibility to ensure that the Services and Deliverables are sufficient and suitable for its purposes and meet its individual requirements.
- 4.4 The Client agrees, during the term of this Agreement and for a period of one year following its termination or its expiry, not to solicit or induce any Representative of Appdrawn who was involved with providing Services to the Client to terminate their employment or engagement with Appdrawn, or to provide any services to the Client (other than through Appdrawn), without the prior written consent of Appdrawn. For the avoidance of doubt, any general recruitment advertisement placed by or on behalf of the Client shall not be deemed to be solicitation for the purposes of this Clause 4.4. Appdrawn shall not have any Liability for delay, breach, mis-performance or non-performance of this Agreement if caused by the Client's engagement or employment of any person engaged or employed by Appdrawn.
- 5 PROJECT SERVICES**
- 5.1 This Clause 5 applies where this Agreement includes Appdrawn's provision and the Client's receipt of Project Services.
- 5.2 Appdrawn shall take the lead on the implementation of the Project. However, both Parties shall work together in a co-operative way to achieve the Statement of Requirements and any more particular refinement of the Project Deliverables agreed in writing between the Parties.
- 5.3 Each Party shall perform its obligations in accordance with the Project Plan.
- 5.4 Each Party shall appoint a Project Representative to be the first point of contact with any issues that it or the other Party has under the Project. Each Party's Project Representative shall have authority to bind that Party to any aspect of that Party's performance of its obligations under this Agreement. Each Party may appoint substitutes or replacements for its Project Representative.
- 5.5 Appdrawn shall procure that its Project Representative provides a status report when reasonably required by the Client's Project Representative. The Client shall procure that its Project Representative also contributes its input as reasonably required by Appdrawn.
- 5.6 Appdrawn warrants that, as at delivery, the Project Deliverables will materially conform with the Statement of Requirements.
- 5.7 The Client shall carry out Acceptance Tests on the Project Deliverables at the times required by the Project Plan, and shall report back to Appdrawn in writing with such detail as Appdrawn reasonably requires to inform Appdrawn of the outcome of the Acceptance Tests.
- 5.8 The Client shall notify Appdrawn of a breach of warranty under Clause 5.6 within 30 days of the Client becoming aware of the breach and in any event during the relevant part of the Project Plan and before Acceptance. Subject to Appdrawn receiving notice during that time, Appdrawn shall (and as the Client's exclusive remedy) repair, replace or re-perform the Deliverables and Services so that the Project Deliverables materially conform with the Statement of Requirements.
- 5.9 The Client shall not use the Project Deliverables in a live environment until Acceptance. Upon Acceptance, the Client is deemed to have accepted that the Project Deliverables materially conform with the Statement of Requirements.

- 5.10 Upon the passing or deemed passing of the Acceptance Tests, the Client (acting reasonably) shall confirm to Appdrawn in writing in a form reasonably acceptable to Appdrawn that all the Project Deliverables have been accepted and the date of acceptance. The confirmation shall not necessarily be the date of acceptance but an acknowledgement that acceptance has been achieved on or before that date. If earlier, the date of acceptance and completion of the Acceptance Testing shall be the date on which the Client first uses the Project Deliverables in a live environment.

6 ON-GOING SERVICES - SUPPORT AND MAINTENANCE SERVICES

- 6.1 This Clause 6 applies where this Agreement includes Appdrawn's provision and the Client's receipt of On-Going Services that contain Support and Maintenance Services.
- 6.2 Appdrawn shall provide the Client with Support and Maintenance Services for up to an agreed number of Person Days per Month as set out in the SOW. In providing Representatives' time, Appdrawn does not guarantee that any outcome will be completed within a particular period of time. If the Client would like more time to be used in continuing to work towards producing a particular outcome, this will be subject to the Parties' written agreement.
- 6.3 If the Client's demands require Appdrawn to provide Support and Maintenance Services exceeding the agreed number of Person Days described in the SOW in any given Month, Appdrawn shall inform the Client in writing of this and may request that the Client agrees either:
- 6.3.1 to increase the agreed amount of time at the Rates made available by Appdrawn for the remainder of the Month, and for Appdrawn accordingly to increase the On-Going Services Fee for that Month; or
- 6.3.2 to wait until the following Month to continue to receive the Support and Maintenance Services.

If the Client does not agree to the position with Appdrawn within five Business Days (or such other period as agreed between the Parties) of receiving the written information from Appdrawn under this Clause 6.3, Appdrawn may refuse to provide Support and Maintenance Services for the rest of that Month that are in excess of the agreed number of Person Days.

- 6.4 The provision of Support and Maintenance Services is the agreement by Appdrawn to make available up to a certain amount of resource of its Representatives to the Client in the relevant Month. If the agreed number of Person Days in the SOW are not fully utilised by the Client in any given Month, the unused Person Days will not be carried over to a subsequent Month and Appdrawn will not refund any of the On-Going Services Fee. It is up to the Client as to whether it uses the relevant amount of time in any Month.

7 ON-GOING SERVICES - HOSTING SERVICES

- 7.1 This Clause 7 applies where this Agreement includes Appdrawn's provision and the Client's receipt of On-Going Services that contain Hosting Services.
- 7.2 As part of the Hosting Services, Appdrawn shall use its reasonable endeavours to keep the access to the Deliverables available. However, the Client acknowledges that Appdrawn cannot guarantee uninterrupted, timely or error-free access to the Deliverables, and Appdrawn or its suppliers may also need to carry out maintenance from time to time on the servers. Appdrawn shall endeavour to give the Client warning of planned maintenance or downtime.
- 7.3 Appdrawn shall host the Deliverables according to the Hosting Parameters described in the SOW and using industry recognised standards to restrict access and provide security mechanisms with the aim of allowing only authorised persons to access the Deliverables and the Data. However, the Client acknowledges that Appdrawn cannot guarantee 100% security and, to the extent permitted by law, Appdrawn shall not have any Liability for actions or omissions of third parties in breaching any security measures.
- 7.4 Appdrawn shall institute and operate regular back-up procedures and disaster recovery procedures (as may be described in the SOW) with the aim of ensuring that Data integrity can be maintained as at the timing of the last back-up in the event of loss, damage, theft,

- corruption, deletion or misuse of Data, but the Client is responsible for taking or paying for any further back-ups to ensure that it has sufficient back-ups with the frequency that it requires.
- 7.5 Appdrawn shall, at the written request of the Client at any time up until three months after termination or expiry of this Agreement, return to the Client and in the format reasonably required by the Client a copy of all Data hosted by Appdrawn. Appdrawn may charge the Client a Fee at the Rates for the time taken to prepare and provide the Data for return to the Client.
- 7.6 The Client shall ensure that any use of and access to the Deliverables (including any Data provided, created or supplied) by or on behalf of the Client or its Representatives at all times:
- 7.6.1 complies with all applicable laws, regulations, bye-laws and codes of practice;
- 7.6.2 does not infringe or interfere with the rights or data of or used by any third party;
- 7.6.3 does not infringe the privacy rights or Intellectual Property Rights of any third party;
- 7.6.4 is not defamatory, malicious, abusive, obscene, indecent, discriminatory or harassing;
- 7.6.5 does not involve the supply or use of any material detrimental to Appdrawn or Appdrawn's suppliers, including any viruses, trojan horses, trap doors, back doors, easter eggs, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; and
- 7.6.6 does not harm Appdrawn or its suppliers.
- 7.7 The Client shall take all reasonable steps to comply with any reasonable access and security requirements of Appdrawn or Appdrawn's suppliers, including through use of browsers and other means of access required by Appdrawn or Appdrawn's suppliers, and through the use of user names and passwords to prohibit unauthorised access to the Deliverables and Data. All access made using the Client's account shall be deemed to have been made by or on behalf of the Client.
- 7.8 The Client shall immediately inform Appdrawn in writing on becoming aware of any unauthorised use of all or any of the Deliverables or Data.
- 7.9 Appdrawn may in its discretion either host the Data and Deliverables on its own servers or use third party suppliers to do so. Appdrawn shall endeavour to give the Client reasonable warning, but the Client acknowledges that Appdrawn may, without prior notice and without the need for prior agreement, provide reasonable additional obligations or requirements on the Client or reasonably restrict rights of the Client, due to the requirements of the third party suppliers.
- 7.10 If a third party supplier of the servers that host the Deliverables and Data suspends provision of access at any time, the provision of the Hosting Services may be suspended.
- 7.11 To the extent permitted by law, Appdrawn shall not have any Liability as a result of any act or omission of a third party supplier beyond the liability of that supplier to Appdrawn.
- 7.12 The Client shall indemnify and keep fully indemnified Appdrawn against any and all liabilities, losses, penalties, damages, charges, claims, demands, actions, proceedings, judgments, costs and expenses which Appdrawn may reasonably incur or suffer resulting from any breach by Appdrawn of its agreement with its third party supplier, due to the misuse of the Hosting Services by or on behalf of the Client.

8

INTELLECTUAL PROPERTY RIGHTS

- 8.1 Appdrawn acknowledges that, as between the Parties, subject to Clause 8.2, the Client or its licensors own all Intellectual Property Rights in the Brand and the Data and shall (upon Appdrawn's receipt of the Fees in full for the supply of the Client-Specific Materials) own all Intellectual Property Rights in the Client-Specific Materials. Appdrawn shall not have any rights over or to use the Brand, Data or Client-Specific Materials other than to provide the Services and Deliverables or as expressly provided under this Agreement. To the extent that Intellectual Property Rights in:
- 8.1.1 the Brand or the Data may vest in Appdrawn, Appdrawn hereby irrevocably assigns, transfers and conveys to the Client all Intellectual Property Rights, title and interest therein;
- 8.1.2 the Client-Specific Materials may vest in Appdrawn, Appdrawn irrevocably assigns, transfers and conveys to the Client all Intellectual Property Rights, title and interest therein, with effect from Appdrawn's receipt of the relevant Fees in full for the supply of the applicable Client-Specific Materials.
- Appdrawn shall, at the Client's cost, give the Client all reasonable assistance and execute all documents necessary to assist or enable the Client to perfect, preserve, register and record its rights in such Intellectual Property Rights.
- 8.2 The Client acknowledges that, as between the Parties, Appdrawn and any third party licensors own all Intellectual Property Rights in the Background Materials. The Client shall not have any rights over or to use the Background Materials than as expressly provided under this Agreement. To the extent that Intellectual Property Rights in the Background Materials may vest in the Client, the Client hereby irrevocably assigns, transfers and conveys to Appdrawn all Intellectual Property Rights, title and interest therein for the full term of such rights and renewals and extensions, together with all accrued rights of action. The Client shall, at Appdrawn's cost, give Appdrawn all reasonable assistance and execute all documents necessary to assist or enable Appdrawn to perfect, preserve, register and record its rights in such Intellectual Property Rights.
- 8.3 Except for any Open Source Materials (in respect of which the Client shall comply with the terms of the applicable Open Source Materials Licence), Appdrawn hereby grants to the Client a royalty-free, worldwide, non-exclusive, non-sublicensable licence to use the Background Materials for the purposes of exercising its rights and benefiting from the Services and Deliverables under this Agreement for its own usual business purposes. Subject to anything else to the contrary in this Agreement or otherwise agreed in writing by Appdrawn and subject to the terms of any applicable Open Source Materials Licence, the Client shall not (and the Client shall procure that the Client's Representatives shall not) use the Background Materials for any other purpose or disclose them to any third party.
- 8.4 The Client hereby grants to Appdrawn:
- 8.4.1 a royalty-free, worldwide, non-exclusive, sub-licensable licence to use and reproduce the Brand and Data, for the purposes of performing its obligations under this Agreement (including the provision of the Services and Deliverables) during the term of this Agreement. Subject to anything else to the contrary in this Agreement or otherwise agreed in writing by the Client, Appdrawn shall not use the Brand or Data for any other purpose, except to the extent that the Client gives its express prior written consent; and
- 8.4.2 a royalty-free, worldwide, non-exclusive, sub-licensable licence to use and reproduce the Client-Specific Materials, for any purpose, provided that this is not for the purpose of developing the deliverables and supplying them to any third party to the extent there is any restriction on use set out in the SOW.
- 8.5 If either Party becomes aware of any improper or wrongful use of the Intellectual Property Rights owned or used by the other Party, that Party shall forthwith inform the other Party of such use. Each

Party shall if requested assist the other Party (at the other Party's cost) in taking any steps in connection with the protection or defence of the Intellectual Property Rights owned or licensed by the other Party as the other Party may determine.

9 CONFIDENTIALITY

9.1 Each Party shall keep and procure to be kept secret and confidential the Confidential Information of the other Party and shall not use nor disclose the same save:

9.1.1 for the purposes of the proper performance of this Agreement; or

9.1.2 as otherwise permitted by this Agreement; or

9.1.3 with the prior written consent of the other Party.

9.2 Where one Party discloses Confidential Information of the other Party to its employee, consultant, subcontractor, supplier, customer, agent, professional adviser or insurer, it shall do so on a need-to-know basis and subject to obligations equivalent to those set out in this Clause 9. Each Party shall use all reasonable endeavours to ensure that any such employee, consultant, subcontractor, supplier, customer, agent, professional adviser or insurer complies with such obligations.

9.3 The obligations of confidentiality in this Clause 9 shall not extend to any matter which either Party can show:

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

9.3.2 was in its written records prior to receipt; or

9.3.3 was independently developed by it; or

9.3.4 was independently disclosed to it by a third party entitled to disclose the same.

9.4 If either Party is required to disclose the Confidential Information of the other Party under any applicable law, or by order of a court or governmental body or authority of competent jurisdiction, then the Party so required may disclose the Confidential Information to the extent required but shall, prior to any disclosure where practicable and lawful, give the other Party as much warning thereof as practicable and inform in writing and consult with the other Party and, at the other Party's request and cost, fully co-operate with and assist that other Party in opposing any such disclosure.

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

9.6 Subject to Clause 9.5, Appdrawn may (for its marketing purposes including in any website, promotional material, pitch document or on social media) identify the Client as its client and the type of Services provided by Appdrawn to the Client, provided that in doing so Appdrawn shall not (without the Client's prior written consent) reveal any Confidential Information of the Client.

9.7 The obligations of this Clause 9 shall continue after termination or expiry of this Agreement for whatever reason.

10 DATA PROTECTION

10.1 In performing this Agreement, each Party shall, and shall procure that its Representatives shall, comply with all applicable Data Protection Laws.

10.2 The Parties agree and acknowledge that, to the extent that the Data contains Personal Data and in respect of Appdrawn's obligations under this Agreement, as to any **Personal Data** within the Data, Appdrawn is a **Processor** and the Client is the **Controller** (as those terms, together with the terms **processing** and **process** and **Data Subject** and **Personal Data**, are defined in Data Protection Laws), and the provisions in this Clause 10 apply in respect of such Personal Data.

10.3 If applicable, the SOW sets out the specific subject matter, purpose and nature of processing by Appdrawn, types of Personal Data,

categories of Data Subject, and duration of the processing involved as part of the Services.

10.4 The Client shall ensure that it:

10.4.1 has obtained all necessary and appropriate consents (if required) or otherwise has documented records of the valid legal basis for the anticipated processing of Personal Data under this Agreement; and

10.4.2 has provided the required privacy notices to all Data Subjects;

to enable lawful transfer and use of the Personal Data to Appdrawn for the duration and purposes of this Agreement. Appdrawn shall assist the Client with this process if required by the SOW.

10.5 The Client shall ensure that its instructions and requirements under this Agreement conform with all Data Protection Laws.

10.6 Appdrawn shall, in relation to any Personal Data processed in connection with the performance by Appdrawn of its obligations under this Agreement:

10.6.1 only process the Personal Data to the extent, and in such a manner, as is necessary for the purposes of providing the Services and only in accordance with the Client's documented instructions from time to time and shall not process the Personal Data for any other purpose (unless required to do so by applicable laws to which Appdrawn is subject; in such a case, Appdrawn shall inform the Client of that legal requirement before processing, unless those applicable laws prohibit Appdrawn from so informing the Client on important grounds of public interest);

10.6.2 in accordance with the Client's reasonable request, provide sufficient guarantees to the Client as to Appdrawn's processing of the Personal Data and in accordance with Data Protection Laws. As Controller, the Client shall take overall responsibility for ensuring that Appdrawn's processing complies with Data Protection Laws and the Client shall provide confirmation to Appdrawn that Appdrawn's measures are sufficient to comply with Data Protection Laws;

10.6.3 ensure that all Appdrawn's Representatives who have access to and/or process Personal Data are obliged to keep the Personal Data confidential and are trained as to compliance with Data Protection Laws;

10.6.4 taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, to the level required by Data Protection Laws;

10.6.5 assist the Client, at the Client's cost, in ensuring compliance with the Client's obligations under Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators, taking into account the nature of processing and the information available to Appdrawn;

10.6.6 promptly comply with any reasonable request from the Client requiring Appdrawn to provide details of the Personal Data or amend, transfer or delete the Personal Data (whether or not at the Client's request, or indirectly in response to a Data Subject's rights under Data Protection Laws) where the Client cannot readily access, amend, transfer or delete that information itself, provided that the Client shall reimburse Appdrawn for any reasonable costs and expenses incurred in complying. This shall include deleting existing copies of

	the Personal Data unless applicable laws within the UK or European Economic Area require storage of the Personal Data;
10.6.7	inform the Client in writing without undue delay on becoming aware of any unauthorised or unlawful processing, loss of, damage to or destruction of the Personal Data, and assist the Client in notifying, in accordance with Data Protection Laws, a data breach to any relevant regulator and relevant Data Subjects;
10.6.8	maintain complete and accurate records and information to demonstrate its compliance with this Clause 10;
10.6.9	to the extent required by Data Protection Laws, make available to the Client all information necessary to demonstrate compliance with Appdrawn's obligations under this Clause 10 and allow for and contribute to audits, including inspections, conducted by the Client or another auditor. The audits and inspections shall be carried out at reasonable times and on reasonable prior written warning and at the Client's cost, and subject to compliance with Appdrawn's reasonable confidentiality requirements and not being carried out by a competitor of Appdrawn. The Client shall reimburse Appdrawn for any reasonable Fees and costs associated with such assistance and co-operation;
10.6.10	unless the Parties agree otherwise in writing, retain the Personal Data for up to six months following termination or expiry of this Agreement, after which time the Personal Data will be deleted without further notice to the Client; and
10.6.11	not transfer the Personal Data outside the UK or European Economic Area without the express prior written consent of the Client or except as otherwise stated in the SOW (unless required to do so by applicable laws to which Appdrawn is subject; in such a case, Appdrawn shall inform the Client of that legal requirement before processing, unless those applicable laws prohibit Appdrawn from so informing the Client on important grounds of public interest).
10.7	If applicable, the Client consents to Appdrawn appointing the person named in the relevant SOW as a third party sub-processor of the Personal Data for which Appdrawn is the Client's Processor, and the Client acknowledges that Appdrawn may supply the Personal Data to such third party sub-processor. Appdrawn confirms that it has entered or (as the case may be) will enter into a written agreement with the third party sub-processor incorporating terms that:
10.7.1	are substantially similar to those set out in Clause 10.6, and do not contradict or override those set out in this Clause 10;
10.7.2	provide that the third party sub-processor's rights and obligations in relation to the processing of the Personal Data terminate on expiry or termination of this Agreement for any reason; and
10.7.3	Appdrawn shall remain as fully liable for the performance of the data protection obligations by the third party sub-processor as if they were carried out by Appdrawn under this Agreement.
10.8	Appdrawn shall inform the Client in writing of any intended changes concerning the addition or replacement of any third party sub-processor described in Clause 10.7, thereby giving the Client a reasonable opportunity to make known to Appdrawn any concerns that the Client may have. Appdrawn shall reasonably consider any objections from the Client but shall not be bound to follow the Client's objections.
10.9	The Parties acknowledge that Appdrawn shall not be in breach of this Agreement if required by the Client to stop or change, or carry out in a particular way, the use of any Personal Data and that affects its

ability or efficiency in providing any of the Services under this Agreement.

11 LIMITATION OF LIABILITY

11.1 This Clause 11 prevails over all other Clauses and sets forth the entire Liability of each Party, and the sole and exclusive remedies of the other Party, in respect of:

11.1.1 performance, non-performance, purported performance, delay in performance or mis-performance of this Agreement or of any Services or Deliverables in connection with this Agreement; or

11.1.2 otherwise in relation to this Agreement or entering into this Agreement.

11.2 Neither Party excludes or limits its Liability for:

11.2.1 its fraud; or

11.2.2 death or personal injury caused by its negligence; or

11.2.3 any other Liability which cannot be excluded or limited by applicable law.

11.3 Subject to Clause 11.2, neither Party shall have Liability in respect of any:

11.3.1 indirect or consequential losses, damages, costs or expenses;

11.3.2 loss of actual or anticipated profits;

11.3.3 loss of contracts;

11.3.4 loss of use of money;

11.3.5 loss of anticipated savings;

11.3.6 loss of revenue;

11.3.7 loss of goodwill;

11.3.8 loss of reputation;

11.3.9 ex gratia payments;

11.3.10 loss of business;

11.3.11 loss of operation time;

11.3.12 loss of opportunity; or

11.3.13 loss of, damage to or corruption of, data;

whether or not such losses were reasonably foreseeable or the Party in default or its agents had been advised of the possibility of the other incurring such losses. For the avoidance of doubt, Clauses 11.3.2 to 11.3.13 apply whether such losses are direct, indirect, consequential or otherwise.

11.4 Subject to Clause 11.2, and subject to any specific right or remedy expressly set out in this Agreement that explicitly provides that the following cap may be exceeded, the total aggregate Liability of each Party for all causes of action arising in each calendar year shall not exceed the greater of (a) £50,000; or (b) 110% of the total sums paid and total other sums payable, in aggregate, by the Client to Appdrawn under this Agreement, in that calendar year period.

11.5 The Client shall not limit its Liability for failure to pay the Fees or expenses.

12 FEES AND EXPENSES

12.1 In consideration for obtaining the Services and any Deliverables provided by Appdrawn pursuant to this Agreement, the Client shall pay to Appdrawn the Fees.

12.2 The Project Services Fees shall be calculated either on a time and materials basis according to the Rates or if they are for a fixed fee they shall be for the fixed fee as set out in the SOW.

12.3 The On-Going Services Fees shall be calculated according to the basis set out in the SOW.

12.4 The Fees shall be calculated based on any Assumptions being met. If the Assumptions are not met, Appdrawn may charge reasonable

	further Fees as applicable at the Rates (or as otherwise agreed in writing between the Parties) to reflect the extra effort.	12.15	Payment shall be in the lawful currency in force in England from time to time or in such other currency as is stipulated in the SOW for the Fees or Rates.
12.5	Where any Fees are chargeable on a time and materials basis, this shall be for the time actually spent by Appdrawn (and not for the time estimated to be provided). Unless otherwise stipulated in writing between the Parties, a Person Day shall be seven hours. Appdrawn may charge for a reasonable proportion of one Person Day. Time spent includes reasonable travel to and from Appdrawn's place of business or home to any other site. Appdrawn shall maintain (for up to one year) records of time spent in providing the Services and of expenses incurred, and shall provide those records to the Client on request.	12.16	The Client shall raise any objections or queries on an invoice as soon as reasonably possible and in any event within 30 days of the date of invoice. If there is a Dispute between the Parties, the Client agrees to part-pay the invoice up to the value that is not disputed. Each Party agrees to use its respective reasonable endeavours to resolve any Dispute in a timely manner and Appdrawn shall use its reasonable endeavours to provide such supporting evidence for a disputed invoice as the Client shall reasonably require.
12.6	Where Services are provided on a time basis, Appdrawn does not guarantee that any work intended to be completed within a particular period of time or within a particular maximum figure will be completed during that timeframe or within that budget and if the Client would like Appdrawn to spend any more time continuing to work towards producing a result where this Agreement contains a capped amount of time to be spent or a maximum amount within a range, any more time will be subject to the Parties first agreeing in writing for Appdrawn to spend the time.	12.17	Subject to Clause 12.16, payment of all sums due to Appdrawn under this Agreement shall be made by the Client in full without any set-off, deduction or withholding whatsoever.
12.7	In accordance with the SOW, or as otherwise in accordance with Appdrawn's normal expenses policies and procedures, Appdrawn may charge the Client for its reasonable expenses incurred in the course of performing its obligations under this Agreement, including for the reasonable accommodation, travel (including air travel, taxis, own car use and vehicle rental), telephone, food, subsistence, out-of-pocket and other expenses reasonably incurred in the course of performing this Agreement outside of the relevant person's normal place of work.	12.18	If the Client is late in paying any part of any undisputed monies due to Appdrawn under this Agreement or any other agreement between the Parties, Appdrawn may (without prejudice to any other right or remedy available to it whether under this Agreement or by any statute, regulation or bye-law) do either or both of the following:
12.8	Appdrawn shall provide details with its invoice to detail when, where and how much time was spent (when the Fees are on a time and materials basis) and (where reasonably possible) vouchers and receipts for the expenses incurred, and such other information as the Client may reasonably require in order to ascertain the Fees and expenses due in accordance with this Agreement.	12.18.1	charge interest and other charges on the amount due but unpaid in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 from time to time from the due date until payment (after as well as before judgment), such interest to run from day to day and to be compounded monthly; and
12.9	Any work not expressly set out in the SOW but completed by Appdrawn with the written approval of the Client (and always on the basis that these Terms and Conditions shall apply at all times to this work) shall be charged for separately and in addition to the Fees stated in the SOW.	12.18.2	suspend the performance of this Agreement and any other agreement between the Parties until payment in full has been made.
12.10	Unless provided otherwise in this Agreement, Appdrawn may increase (a) the On-Going Services Fees and (b) the Rates, in each case in respect of any Fees not yet incurred by no less than one month's prior written warning, subject to the increase:	13	TERM AND TERMINATION
12.10.1	not taking effect in the same Year as any preceding increase for the same On-Going Services Fees or Rates; and	13.1	Subject to either Party terminating this Agreement pursuant to its termination rights under this Agreement, this Agreement shall commence on the Commencement Date and shall continue:
12.10.2	not being at more than 5% or (if higher) the previous annual all-items percentage increase figure in the retail prices index (or, if that index ceases to exist, its closest replacement index) announced by the UK government before Appdrawn's announced increase.	13.1.1	in respect of any Project Services, for the duration of any Project Phase, at the expiry of which this Agreement shall expire unless the SOW provides for any On-Going Services; and
12.11	Unless the SOW provides otherwise, all sums due to Appdrawn are exclusive of VAT and other sales duties or taxes (if applicable) which the Client shall pay to Appdrawn in addition at the same time as the payment of the Fees and expenses.	13.1.2	in respect of any On-Going Services, on an on-going basis from the On-Going Services Commencement Date for the minimum period specified in the SOW as the " Initial Term ", and thereafter for successive renewal periods of 12 Months or such other renewal period lengths as are described in the SOW (each, a " Renewal Term "). Except as otherwise provided in the SOW, either Party may terminate this Agreement by giving to the other Party no less than six months' notice of termination to take effect at the end of the Initial Term or a Renewal Term.
12.12	The Fees and expenses shall be payable at the times set out in the SOW or, if not set out there, then on a monthly basis.	13.2	Either Party may terminate this Agreement by notice to the other Party with immediate effect if:
12.13	The Client shall pay Appdrawn's valid and undisputed invoices in full within 30 days of the date of the invoice.	13.2.1	the other Party is in material breach of any of its obligations under this Agreement or any other agreement between the Parties which is incapable of remedy;
12.14	The Client shall pay Appdrawn by any payment method reasonably stipulated by Appdrawn. No payment shall be considered paid until it is received by Appdrawn in cleared funds in full.	13.2.2	the other Party fails to remedy, where capable of remedy, any material breach of any of its obligations under this Agreement or any other agreement between the Parties after having been required in writing to remedy such breach within a period of no less than 30 days;
		13.2.3	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), obtaining a moratorium, 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;

13.2.4	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		
13.2.5	the other Party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy.		
13.3	For the purposes of Clause 13.2, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects other than as to time to the reasonable satisfaction of the other Party.		
13.4	Appdrawn may terminate this Agreement by notice to the Client with immediate effect if the Client is at least 10 Business Days' late in paying any undisputed sums due under this Agreement or any other agreement between the Parties, and Appdrawn has then given to the Client at least a further five Business Days' notice requiring the Client to pay in full within such five Business Day (or, if Appdrawn desires, longer) period failing which Appdrawn may exercise its right to terminate under this Clause 13.4.		
13.5	Termination or expiry of this Agreement shall be without prejudice to any accrued rights or remedies of either Party and shall be without prejudice to any right to claim damages that would have existed but for termination or expiry.		
13.6	Termination or expiry of this Agreement will not affect the coming into force or continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after such termination or expiry.		
13.7	Upon termination or expiry of this Agreement for any reason:		
13.7.1	Appdrawn shall cease to perform its obligations under this Agreement;		
13.7.2	all outstanding Fees and expenses for Services or Deliverables provided or in the process of being created for delivery shall become immediately payable, whether invoiced or not (except to the extent otherwise expressly stated in this Agreement);		
13.7.3	subject to Appdrawn having been paid in full for all Fees and expenses, Appdrawn shall deliver up to the Client all Deliverables made to date;		
13.7.4	other than in a situation where the Client is in material breach of this Agreement, Appdrawn shall provide reasonable assistance to assist the Client with any migration support that is required for which Appdrawn will charge for its assistance on a time and materials basis at its then standard Rates; and		
13.7.5	the owner of Confidential Information may at its option require the other Party to delete promptly all Confidential Information belonging to the Party requiring the action from any computer disks, tapes or other material in its possession or under its control or promptly deliver up or destroy materials and tangible items in its possession or under its control which contain any such Confidential Information (except to the extent needed for its compliance reasons or to demonstrate performance of its legal obligations). The owner of Confidential Information may require the other Party to provide a written declaration, signed by an officer or other authorised individual stating that there has been full compliance with this Clause 13.7.5.		
14	FORCE MAJEURE		
14.1	Neither Party shall have any Liability for any breach, hindrance or delay in performance of its obligations under this Agreement which is caused by circumstances beyond its reasonable control including any act of God, actions or omissions of third parties not in the same group as the Party seeking to rely on this Clause (including hackers, suppliers, couriers, governments, quasi-governmental, supra-national or local authorities), insurrection, riot, civil war, civil commotion, war, hostilities, threat of war, warlike operations, armed conflict, imposition of sanctions, embargo, seizure or forfeiture, breaking off of diplomatic relations or similar actions, national emergencies, terrorism, nuclear, chemical or biological contamination or sonic boom, piracy, arrests, restraints or		
			detainments of any competent authority, blockade, strikes or combinations or lock-out of workmen, unusual traffic volumes, unusual travel restrictions, epidemic or pandemic (including COVID-19), fire, explosion, storm, flood, drought, adverse weather conditions (including cold, heat, wind, rain, snow, ice or fog), loss at sea, earthquake, volcano, ash cloud, natural disaster, accident, mechanical breakdown, third party software, collapse of building structures, failure of machinery (other than used by the relevant Party) or third party computers or third party hardware or vehicles, failure or problems with public utility supplies (including general: electrical, telecoms, water, gas, postal, courier, communications or Internet disruption or failure), shortage of or delay in or inability to obtain supplies, stocks, storage, materials, equipment or transportation (" Event of Force Majeure "), regardless of whether the circumstances in question could have been foreseen.
		14.2	Each Party agrees to inform the other Party upon becoming aware of an Event of Force Majeure, giving details of the circumstances giving rise to the Event of Force Majeure.
		14.3	Each Party shall take reasonable steps to avoid the effect of the Event of Force Majeure and to mitigate against its effects.
		14.4	The performance of each Party's obligations shall be suspended during the period that the circumstances persist and such Party shall be granted an extension of time for performance equal to the period of the delay.
		14.5	Each Party shall bear its own costs incurred by the Event of Force Majeure.
		14.6	If performance of any obligations are delayed under this Clause 14, each Party shall nevertheless accept performance as and when the other shall be able to perform.
		14.7	If the Event of Force Majeure continues without a break for more than three months, either Party may terminate this Agreement immediately by notice to the other Party, in which event neither Party shall have any Liability by reason of such termination.
		14.8	If Appdrawn has contracted to provide identical or similar services or deliverables to more than one client and is prevented from fully meeting its obligations to the Client by reason of an Event of Force Majeure, Appdrawn may decide at its absolute discretion which contracts it will perform and to what extent.
		15	CHANGE CONTROL
		15.1	Except as expressly provided otherwise in this Agreement, no change to this Agreement shall be binding unless it is agreed in writing, signed by authorised representatives of each Party and expressed to be a change and in the format described in the Change Request Form.
		15.2	If the Client would like to make any change to this Agreement, one of the Client's authorised Representatives may request that Appdrawn makes a proposal for bringing about the change.
		15.3	If Appdrawn would like to make any change to this Agreement, Appdrawn may recommend a proposal for the change.
		15.4	To the extent the change is feasible, Appdrawn shall state within a reasonable time what would be the effects of the change including on cost, Fees, timetable and any impact on the rest of the Services and Deliverables.
		15.5	Neither Party shall unreasonably withhold or delay agreement to a change reasonably requested by the other Party. Both Parties shall use their respective reasonable endeavours to agree to the change and in a timely manner.
		15.6	To the extent the change affects any timescales, the timescales shall be automatically extended accordingly.
		15.7	The final agreed change shall be noted in an agreed Change Request Form and signed by an authorised Representative of each Party. Change Request Forms will be numbered sequentially and a status log kept by both Parties.
		15.8	Except as expressly provided otherwise in this Agreement, until a Change Request Form is signed by both Parties, no change to this Agreement shall come into effect.

15.9	Where Appdrawn in its reasonable opinion considers that investigating the effect of implementing a change and the preparation of a draft Change Request Form involves substantial work, Appdrawn may, subject to the prior written consent of the Client, charge the Client for its reasonable and pre-agreed Fees at the Rates and expenses incurred in respect of such investigating and preparation, whether or not the change is subsequently implemented. If the Client does not provide its consent, then Appdrawn may decide not to proceed further with considering the proposed change.	to the CEDR procedure or if the Dispute cannot be resolved using the processes and procedures set out above, then it shall be resolved by reference to the courts or arbitration in accordance with Clause 18.7 (governing law and jurisdiction).
16	NOTICES	
16.1	Any notice required or authorised to be given under this Agreement shall be in writing and served (a) by personal delivery or (b) (if being served within the UK) by recorded delivery or (c) by overnight commercially recognisable courier or (d) by email, in each case addressed to a director of the relevant Party at that Party's registered office address or at such other address or email address set out in the SOW or as is notified by the relevant Party to the other Party for this purpose from time to time or at the address or email of a director of the relevant Party last known to the other Party.	17.2 In any event, if either Party does not agree with any Dispute being referred for mediation or determination in accordance with Clause 17, then the Dispute shall be determined by the courts or arbitration in accordance with Clause 18.7. For the avoidance of doubt, either Party may apply to the court or initiate proceedings without recourse to the process in this Clause 17.
16.2	Any notice so given by recorded delivery or overnight commercially recognisable courier shall be deemed to have been served two Business Days after the same shall have been despatched and any notice so given by email shall be deemed to have been served at 10am local time of the recipient on the next Business Day following despatch. In proving such service, it shall be sufficient to prove that the letter or email was properly addressed and, as the case may be, despatched; and in the case of a notice given by email, it shall be sufficient to show that it was despatched in a legible and complete form to the correct email address without any error message, provided that a confirmation copy of the transmission is despatched within four Business Days to the recipient by one of the other methods of delivery of notice set out above. Failure to send a confirmation copy shall invalidate the service of notice by email.	18 GENERAL
17	DISPUTE RESOLUTION	18.1 Unless a Party expressly states in writing that it is waiving a particular power, right or remedy in a particular stated instance, no failure or delay or omission by either Party in exercising any power, right or remedy under this Agreement or at law shall operate as a waiver of such power, right or remedy; and no waiver in any particular instance shall extend to or affect any other or subsequent event or impair any powers, rights or remedies in respect of it or in any way modify or diminish that Party's other powers, rights or remedies under this Agreement or at law.
17.1	The Parties shall attempt in good faith promptly to resolve any dispute or claim arising out of or in relation to this Agreement in accordance with the following procedure:	18.2 If any Clause or other provision in this Agreement shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall in no way affect any other Clause or provision or part of any Clause or provision, all of which shall remain in full force and effect.
17.1.1	The Parties shall use their best endeavours to negotiate in good faith and, settle amicably, any dispute or claim that may arise out of or relate to this Agreement (or its construction, validity or termination) (a " Dispute "). If a Dispute cannot be settled through negotiations by appropriate Representatives of each of the Parties having authority to settle the matter, either Party may give to the other a notice (a " Dispute Notice "). Within five Business Days of the Dispute Notice being given, the Parties shall each refer the Dispute to their senior Representatives nominated by the managing director of each Party, who shall meet in order to attempt to resolve the Dispute.	18.3 Nothing in this Agreement shall create or be deemed to create a partnership, an agency or a relationship of employer and employee between the Parties.
17.1.2	If the Dispute is not settled by agreement in writing between the Parties within 10 Business Days of the Dispute Notice, either Party may refer the Dispute to mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure. The mediation shall be conducted by a single mediator appointed by mutual agreement, or (failing mutual agreement within seven days of a notice from either Party to the other calling upon the other, so to agree) by CEDR. Both Parties agree to cooperate fully with such mediator, provide such assistance as is necessary to enable the mediator to discharge his duties, and to bear equally between them the fees and expenses of the mediator.	18.4 The Client shall not (nor purport to) assign, sub-license, sub-contract, transfer, novate, charge or otherwise encumber, create any trust over or deal in any manner with this Agreement or any of its rights, liabilities or obligations under this Agreement without the prior written consent of Appdrawn (such consent not to be unreasonably withheld or delayed).
17.1.3	The mediation shall be conducted in London, England in English. The mediation shall be conducted without prejudice to the rights of any of the Parties in future proceedings.	18.5 A person who is not a Party to this Agreement has no rights under any law to enforce any term of this Agreement.
17.1.4	If the matter has not been resolved by a mediation procedure within 60 days following referral of the Parties	18.6 Each Party warrants that it is acting on its own behalf and not for the benefit of any other person.
		18.7 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law. All dealings, correspondence and contacts between the Parties shall be made or conducted in the English language. In respect of any disputes:
		18.7.1 If the Client is domiciled in the UK or European Union, the exclusive forum for settling any disputes which may arise out of or in connection with this Agreement shall be the English courts.
		18.7.2 If the Client is not domiciled in the UK or European Union, any dispute which may arise out of or in connection with this Agreement shall be exclusively referred to and finally resolved by arbitration under the LCIA Rules. Those Rules are deemed to be incorporated by reference into this Clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English.

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