



Terms and Condition for Dynamics 365 Business Central Support



1. Disclaimer

The information contained within this document is and shall remain the property of Target Integration Ltd. This document is supplied in strict confidence and must not be produced in whole or in part, used for tendering or for manufacturing purposes, or given or communicated to any third party without the prior consent of Target Integration Ltd. All pricing and service information in this document is subject to the contract.



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3. Introduction - Target Integration



Our Mission

To empower curious business owners and managers looking to grow their business, by providing them with business insights which they can leverage to make better, clearer, and more concise business decisions.

About Us

- Established in 2008
- 130+ Digital professionals
- 10 offices in Ireland, the UK, India & the USA
- 4379+ customers worldwide
- 5971+ projects completed
- ISO certified



Some of our work

Finance. Credit Union Development Association - CUDA. Read [here](#).

Manufacturing. Archway Products. Read [here](#).

Distribution. EnviroBuild. Read [here](#).

Energy. Rayal. Read [here](#).

Biotechnology. AMSBIO. Read [here](#).



4. Terms and Conditions

each a "**party**" and together the "**parties**".

RECITALS:

- A. The Customer has selected Target Integration to provide IT advice, solutions, services and support to its business operations.
- B. Target Integration has agreed to provide its services on the terms set out in this Agreement.

IT IS AGREED:

1. **Definitions and Interpretation**

1. The definitions and rules of interpretation in this clause apply in this Agreement (unless the context requires otherwise).

2. In this Agreement, unless otherwise stated:

"Acceptance Test" means the testing of the Deliverables prior to acceptance by the Customer;

"Business Day" means a day other than a Saturday, Sunday or bank or public holiday in the UK;

"Change" means any variation to the Services and/or to the terms of this Agreement;

"Commencement Date" means the date of this Agreement;

"Confidential Information" means any and all confidential information, (whether in oral, written or electronic form) including technical or other information imparted in confidence or disclosed by one party to the other or otherwise obtained by one party relating to the other's business, finance or technology, know-how, Intellectual Property Rights, assets, strategy, products and customers, including without limitation information relating to management, financial, marketing, technical and other arrangements or operations of any person, firm or organisation associated with that party;

"Control" or **"Controlled"** means the ability to control or direct, directly or indirectly, the board, executive body, decision making process or management of an entity by virtue of ownership, right of appointment, right to control election or appointment, voting rights, the ability to control the exercise of voting rights, management agreement or any other agreement;



"Customer Data" means all data, information, and other materials in any form (including derivatives) relating to the Customer (and/or its customers) and which may be accessed, generated, collected, stored or transmitted by Target Integration (or any Target Integration contractor) in the course of the performance of the Services;

"Customer Environment" means any networks and network devices, servers, server hardware, storage systems, computer systems, file systems, print systems, applications, software or software components, database management systems and related systems, used by the Customer or its Group from time to time;

"Customer-Procured Third-Party Software" means any Third-Party Software identified as such in a SOW;

"Customer Service Provider" means a third-party service provider engaged by the Customer in services that interface or interoperate with the Services, including those set out in a SOW;

"Customer Software" means all computer programs and applications and related materials owned, licensed or used by the Customer (excluding the Software and Third-Party Software);

"Deliverables" means the items which are produced and/or delivered to the Customer as outputs of the Services;

"Documentation" means the operating manuals, user instruction manuals, technical literature and all other related materials in human-readable and/or machine-readable forms supplied by Target Integration as specified in a SOW;

"Fees" means the fees and other amounts payable under this Agreement as set out in a SOW;

"Force Majeure" means an event or sequence of events beyond a party's reasonable control (which could not reasonably have been anticipated and avoided by a party) preventing or delaying it from performing its obligations under this Agreement other than the Customer's obligation to pay amounts due under this Agreement;

"Group" means in relation to either party, that entity and every other entity that, from time to time, directly or indirectly Controls, is Controlled by, or is under common Control with such entity;

"Intellectual Property Rights" means copyright, patents, rights in inventions, rights in confidential information, know-how, trade secrets, trademarks, service



marks, trade names, design rights, rights in get-up, database rights, rights in data, semi-conductor chip topography rights, mask works, utility models, domain names, rights in computer software and all similar rights of whatever nature and, in each case: (i) whether registered or not, (ii) including any applications to protect or register such rights, (iii) including all renewals and extensions of such rights or applications, (iv) whether vested, contingent or future and (v) wherever existing;

"Open Source Software" means any software subject to a version of the General Public License, together with any other 'open source' software falling within the Open Source Definition issued by the Open Source Initiative (www.opensource.org/docs/osd) at the date of this Agreement and any 'free software' as defined by the Free Software Foundation (www.gnu.org/philosophy/free-sw.html) at the date of this Agreement;

"Project Manager" means either the Customer's representative or Target Integration's representative as identified in a SOW;

"Project Milestone" means a date by which an aspect of the provision of the Services is to be completed, as set out in a SOW;

"Project Team", all Target Integration employees, contractors, officers and other personnel engaged in providing the Services to the Customer;

"Services" means the services detailed in a SOW;

"SOW" means the Statement of Work for Services and/or Deliverables substantially in the form set out in Schedule 1 (*Pro-Forma Statement of Work*) duly completed and executed between the parties;

"SOW Effective Date" means the effective date of execution of a SOW, as indicated in the SOW;

"Term" means [0] years;

"Third-Party Software" means Open Source Software and any software provided pursuant to this Agreement in which the Intellectual Property Rights are owned by a third party; and

"Virus" means anything or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data



(whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, Trojan horses, viruses and other similar things or devices.

3. In this Agreement:
 1. a reference to this Agreement includes its schedules and its SOWs;
 2. words in the singular include the plural and vice versa;
 3. any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed without limitation;
 4. clause, schedule or other headings in this Agreement are included for convenience only and shall have no effect on the interpretation of this Agreement;
 5. a reference to any statute, statutory provision, rule, regulation or any requirement shall be construed as including references to it as modified, consolidated, re-enacted or superseded from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision; and
 6. in the event of any conflict or inconsistency between different parts of this Agreement, the following descending order of priority applies:
 - a. the terms and conditions in the main body of this Agreement and Schedule 3 (*Data Processing Provisions*);
 - b. the SOW; and
 - c. the other Schedules to this Agreement.

2. **Duration and Framework**

1. This Agreement shall commence on the Commencement Date and shall continue until:
 1. the expiry of the Term; or
 2. the completion, after the expiry of the Term, of a SOW with a SOW Effective Date prior to the expiry of the Term,whichever is later, unless terminated earlier in accordance with the terms of this Agreement.
2. The terms of this Agreement apply to the provision of Services to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
3. **Statements of Work**



1. The parties shall agree a SOW in respect of any Services required by the Customer under this Agreement.

2. Each SOW shall form part of and be interpreted in accordance with the provisions of this Agreement.

4. Services

1. Target Integration shall use reasonable endeavours to perform the Services and to deliver the Deliverables in accordance in all material respects with the SOW.

2. Target Integration shall use reasonable endeavours to meet the performance dates specified in the SOW, but any such dates shall be estimates only and time shall not be of the essence of the Agreement.

5. Third-Party Software

1. The Services may involve the provision of Third-Party Software. To the extent that the Services involve the provision of Third-Party Software, the Customer acknowledges:

1. that the Customer's use of rights in any Deliverables encompassing Third-Party Software is conditional on Target Integration obtaining a written end-user licence (or sub-licence) of such rights from the relevant licensor or licensors on such terms as will entitle Target Integration to license such rights to the Customer; and

2. that it shall be responsible for procuring the licences required in respect of all Third-Party Software identified as Customer-Procured Third-Party Software in a SOW.

2. To the extent that any Services to be provided or obligations to be performed by Target Integration are dependent on Customer-Procured Third-Party Software, the Customer shall indemnify and hold harmless Target Integration from and against any claims, losses, damages or liabilities arising from the Customer's failure to procure such licences on terms that enable Target Integration to perform its obligations under this Agreement in accordance with the timescales set out in a SOW.

6. Warranties

1. Both parties warrant that:

1. they have the right, power and authority to enter into this Agreement; and



2. they are in compliance with, and will perform their obligations under this Agreement in compliance with, all applicable law and regulations.
2. Except as otherwise set out in this Agreement or a SOW, all Services shall be provided "as is". Target Integration hereby excludes all warranties, representations and conditions in respect of such Services whether express or implied by statute, common law or otherwise to the extent permitted by law.
3. Target Integration does not warrant or represent that the Services provided by it are or will be free from faults.
4. Target Integration disclaims any warranties that the Services will be uninterrupted or error-free, that any defect in the Services can be remedied or that the Services will meet the requirements of the Customer.

7. Customer's Responsibilities

1. The Customer shall at its own cost provide or procure for Target Integration:
 1. access to the Customer's premises and facilities;
 2. access to Customer Software, Customer Environment and Customer Data; and
 3. relevant information, instructions and assistance, including reasonable access to and cooperation by its personnel,in each case in a timely manner and as is reasonably necessary for Target Integration to perform its obligations under this Agreement.
2. The Customer shall, at its own expense, prepare the location(s) at which the Services are to be performed in accordance with any specifications provided by Target Integration in advance of the relevant delivery date for the Deliverables.
3. The Customer shall ensure that its Customer Environment, computer and operating system and/or any other hardware or software which Target Integration is asked by the Customer to use or modify for the purposes of performing Target Integration's obligations: (i) meets the minimum hardware requirements specified by Target Integration; (ii) is installed and is in working order and is available to Target Integration no later than the relevant date specified in the SOW; and (iii) is either the property of the Customer or is legally licensed to the Customer and that Target Integration is authorised to use such systems.



4. Where Target Integration's performance of its obligations under this Agreement may require input from, or the involvement of, a Customer Service Provider, the Customer shall procure the timely assistance and input of the Customer Service Provider to enable Target Integration to perform the Services in accordance with the SOW. The Customer shall provide all reasonable assistance to Target Integration to meet its obligations under this clause 7.4 and to mitigate delays in the performance of its obligations including by working with Target Integration to resolve any Customer Service Provider issues escalated to the Customer.

5. The Services are provided at the Customer's request and the Customer is responsible for ascertaining that the Services are suitable for its own needs.

6. If Target Integration's performance of its obligations under the Agreement is prevented or delayed by any act or omission of the Customer, a Customer Service Provider, or the clients, agents, sub-contractors or employees of the Customer, the Customer shall in all circumstances be liable to pay to Target Integration on demand all reasonable costs, charges or losses sustained or incurred by it, subject to Target Integration confirming such costs, charges and losses to the Customer in writing.

7. The Customer shall maintain adequate insurance to cover Target Integration against accident, damage, injury and public liability arising out of the provision of the Services by Target Integration at any premises, facility or location where Target Integration is engaged by the Customer under this Agreement.

8. The Customer shall not introduce any Virus that may infect or cause damage or otherwise disrupt Target Integration's systems or its constituent elements.

8. **Exclusivity and Relief**

1. Nothing in this Agreement shall restrict Target Integration from supplying any services which are the same as or similar to the Services to other customers.

2. Target Integration shall not be liable for any failure to perform its obligations under this Agreement to the extent that Target Integration is prevented from performing its obligations under this Agreement as a result of a failure or delay by the Customer to perform any of its responsibilities or obligations under this Agreement or an event of Force Majeure.

9. **Acceptance Testing**



1. Unless the parties agree to an alternative procedure for Acceptance Tests in an SOW, the parties shall follow the Acceptance Test procedure set out in clauses 9.2 to 9.6.
2. Target Integration shall provide the Customer with reasonable assistance to prepare user acceptance criteria and test data for Acceptance Tests at the Customer's request and at Target Integration's standard rates then in force.
3. Target Integration shall carry out the agreed Acceptance Tests for each Deliverable within ten (10) days of its installation date. Target Integration shall give the Customer at least 24 hours' notice of the start of the Acceptance Tests and permit the Customer to observe all or any part of the testing.
4. If any Deliverable fails to pass the Acceptance Tests, the Customer shall, within five (5) days from the completion of the Acceptance Tests or any part of these tests, provide a written notice to this effect, giving details of such failure(s). Target Integration shall remedy the defects and/or deficiencies and the relevant test(s) shall be repeated within a reasonable time.
5. Following the completion of the remedial work carried out by Target Integration, the Acceptance Tests shall be repeated in accordance with clauses 9.3 to 9.4 until the relevant Deliverables are determined by the Customer to have been accepted in the manner set out in clause 9.6.
6. Acceptance of a Deliverable shall be deemed to have occurred on whichever is the earliest of:
 1. the Customer issuing written confirmation of its acceptance to Target Integration;
 2. the expiry of five (5) days after the completion of all the Acceptance Tests, unless the Customer has given any written notice under clause 9.4; and
 3. the use of Deliverables by the Customer or any member of the Customer's Group in the normal course of business.
10. **Fees**
 1. Clause 10.2 shall apply if the Services (or part of them) are to be provided on a time-and-materials basis (as detailed in the SOW). Clause 10.3 and clause 10.4 shall apply if the Services (or part of them) are to be provided for a fixed price (as detailed in the SOW). The remainder of this clause 10 shall apply in either case.



2. Where the Services (or part of them) are provided on a time-and-materials basis:

1. the Fees shall be calculated in accordance with Target Integration's standard daily fee rates which are set out in Schedule 2, which may be amended by Target Integration on seven (7) days' notice in writing to the Customer;
2. Target Integration's standard daily fee rates are calculated on the basis of a seven and a half-hour day worked between 9.00 am and 5.30 pm on weekdays (excluding weekends and public holidays);
3. Target Integration shall ensure that time sheets are completed recording time spent on the SOW, and Target Integration shall use such time sheets to calculate the Fees covered by each monthly invoice referred to in clause 10.2.4; and
4. Target Integration shall invoice the Customer either:
 - a. monthly in arrears for its charges for time, expenses and materials (together with VAT where appropriate) for the month concerned, calculated as provided in this clause 10. Any expenses, materials and third-party services shall be invoiced by Target Integration at cost. Each invoice shall set out the time spent by each member of the Project Team and provide a breakdown of any expenses and materials; or
 - b. upfront for its charges for time, expenses and materials (together with VAT where appropriate) for the SOW concerned, on the basis of an agreed estimate of the time, expenses and materials for that SOW. Upon completion of the Services and/or acceptance of the Deliverables, Target Integration shall:
 - i. invoice the Customer for any time, expenses and materials in excess of the estimate in clause 10.2.4(b); or
 - ii. discount a sum corresponding to the charges not incurred in the estimate in clause 10.2.4(b),as indicated on the SOW.

3. Where the Services (or part of them) are provided for a fixed price, the total price for such Services shall be the amount set out in the SOW. The total price shall be paid to Target Integration in instalments as set out in the SOW on it achieving the corresponding Project Milestone. On achieving a Project Milestone,



Target Integration shall invoice the Customer for the Fees that are then payable, together with expenses and the costs of materials (and VAT, where appropriate), calculated as provided in clause 10.4.

4. Any fixed price contained in the SOW excludes:
 1. any work conducted by Target Integration which is outside of the scope of the fixed price, such work shall be charged on a time-and-materials basis in accordance with clause 10.2;
 2. the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the Project Team in connection with the Services, and the cost of any materials or services reasonably and properly provided by third parties required by Target Integration for the supply of the Services. Such expenses, materials and third-party services shall be invoiced by Target Integration at cost; and
 3. VAT, which Target Integration shall add to its invoices at the appropriate rate.
5. The Customer shall pay each invoice submitted to it by Target Integration in full, and in cleared funds, within the due date written on the invoice.
6. Without prejudice to any other right or remedy that Target Integration may have, if the Customer fails to pay Target Integration within fifteen (15) days of due date of an invoice, Target Integration may:
 1. charge interest on such sum from the due date for payment at the annual rate of 5% above the base lending rate from time to time of EURIBOR, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment; and/or
 2. suspend all Services until payment has been made in full.
7. Time for payment shall be of the essence of the Agreement.
8. All payments payable to Target Integration under the Agreement shall become due immediately on termination of the Agreement, despite any other provision. This condition is without prejudice to any right to claim for interest under the law, or any such right under the Agreement.
9. All amounts due under this Agreement shall be paid by the Customer to Target Integration in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). Target Integration may, without prejudice to any other rights it may have, set off



any liability of the Customer to Target Integration against any liability of Target Integration to the Customer.

10. The Customer acknowledges that Target Integration has had no access to the Customer Environment and the Customer's premises prior to the Commencement Date. If and to the extent Target Integration can demonstrate that: (i) having regard to any information disclosed or uncovered after the Commencement Date (whether uncovered or put forward by either the Customer or Target Integration), the assumptions made by Target Integration or the information provided by the Customer in respect of the Customer Environment were incorrect or incomplete; and (ii) such inaccuracy or incompleteness resulted in Target Integration setting the Fees at a lower level than it would have done but for the information disclosed and/or uncovered after the Commencement Date, then the Customer and Target Integration shall meet in good faith to discuss an appropriate variation to the Fees which shall be documented via clause 11.

11. Project Management and Reporting

1. Each party shall appoint a Project Manager to act as the main point of contact for the other party in respect of all day-to-day matters relating to the supply of the Services and this Agreement.

2. The parties shall ensure that the Project Managers discuss at regular intervals the progress being made in relation to the provision of the Services and any issues which may arise.

12. Change Control Procedure

1. The Customer's Project Manager and Target Integration's Project Manager shall communicate regularly to discuss matters relating to the SOW. If either party wishes to change the scope of the Services, it shall submit details of the requested change to the other in writing.

2. If either party requests a change to the scope or execution of the Services, Target Integration shall, within a reasonable time, provide a written estimate to the Customer of:

1. the likely time required to implement the change;
2. the variations to the Fees arising from the change;
3. the likely effect of the change on the SOW; and
4. any other impact of the change on the terms of the Agreement.

3. If Target Integration requests a change to the scope of the Services, the Customer shall not unreasonably withhold or delay consent to it.



4. If the Customer wishes Target Integration to proceed with the change, Target Integration has no obligation to do so unless and until the Parties have agreed in writing on the necessary variations to its Fees, the SOW and any other relevant terms of the Agreement to take account of the change.

13. Intellectual Property Rights

1. All Intellectual Property Rights and all other rights in the Deliverables shall be owned by Target Integration or by the customer or its licensors.

14. Intellectual Property Indemnity

1. Subject to clause 17, Target Integration shall indemnify and defend the Customer and its Group against any damages finally awarded by a court of competent jurisdiction or agreed in a court-approved settlement against the Customer and/or its Group arising out of or in connection with any claim that any Deliverable provided by Target Integration to the Customer (i) infringes a copyright or trademark held by that third party; or (ii) infringes that third party's EU patent existing as of the date of delivery of such Deliverable (an "IPR Claim") provided that, in respect of any IPR Claim which comes to the Customer's attention, the Customer shall:

1. promptly notify Target Integration of the IPR Claim;
2. procure any authorisation reasonably required for Target Integration to conduct or settle the IPR Claim;
3. provide Target Integration (at Target Integration's cost) with all reasonable assistance to conduct or settle the IPR Claim; and
4. not admit, compromise or settle any part of the IPR Claim without first obtaining Target Integration's written agreement.

2. In respect of any Deliverable that is the subject of an IPR Claim Target Integration shall (at Target Integration's option and at no cost to the Customer) either:

1. procure the right for the Customer and its Group to continue to use that Deliverable in accordance with this Agreement;
2. modify or replace the Deliverable so that it no longer infringes any third party's Intellectual Property Rights provided that in doing so the scope, functionality and performance of the Service or Software (as applicable) are not materially adversely affected; or
3. refund an amount equal to the Fees in respect of the infringing Deliverable(s).



3. Target Integration shall not indemnify the Customer under clause 14.1 to the extent that the IPR Claim arises from:

1. any modification to the relevant Deliverable requested by the Customer from Target Integration but only to the extent that the requirements contained within such request cause such infringement;
2. the Customer using any Deliverable otherwise than as expressly permitted by this Agreement and in accordance with Target Integration's instructions; and/or
3. the combination of any Deliverable, or interfacing the relevant Deliverable with, any Third-Party Software.

4. The remedies set out in this clause 14 shall be the sole and exclusive remedies of the Customer in respect of any IPR Claim.

15. Confidentiality

1. Each party agrees that it shall use the other party's Confidential Information only in the performance of its rights and obligations under this Agreement and shall not disclose it except in accordance with this clause 15.

2. Each party may disclose the other party's Confidential Information to those of its employees, officers, advisers, agents or representatives who need to know it in order to perform the disclosing party's rights and obligations under this Agreement, provided that the disclosing party shall ensure that each of its employees, officers, advisers, agents or representatives to whom Confidential Information is disclosed is aware of its confidential nature and complies with this clause 15 as if it were a party.

3. The obligations contained in clauses 15.1 and 15.2 shall not apply to any Confidential Information which:

1. is or becomes generally available to the public other than through breach of this Agreement by the party receiving the Confidential Information (the "**Receiving Party**");
2. can be shown by the Receiving Party to the reasonable satisfaction of the other party to have been known by, or available (on a basis that did not require it to be maintained as confidential) to the Receiving Party before it was disclosed by the other party;
3. subsequently comes lawfully into the possession of the Receiving Party from a person who has not derived it directly or indirectly from the other party, who is rightfully in possession of such Confidential



Information and who is not bound as to its use or disclosure by an obligation of confidence or secrecy to the other party; or

4. the parties agree in writing is not confidential or may be disclosed.

4. Each party may disclose any Confidential Information required by law, any court, any governmental, regulatory or supervisory authority or any other authority of competent jurisdiction provided that, to the extent legally permitted, that party gives the other party as much notice and detail of such disclosure as possible and consults the other party on the need for such disclosure and how it may be avoided or limited as to its content.

5. To the extent that any confidentiality agreement between the parties in respect of the Services conflicts with the provision of this Agreement, the terms of this Agreement shall prevail.

16. Data Protection

16.1 To the extent that the performance of the Services requires Target Integration to process Personal Data (as defined in Schedule 2) on behalf of the Customer, the terms of Schedule 2 shall apply.

17. Limitation of Liability

1. Subject to clause 17.2, Target Integration's liability for any and all claims under or in connection with this Agreement whether in contract, tort (including negligence), breach of statutory duty or otherwise shall not exceed the amounts paid under the SOW relevant to the claim during the twelve (12) months preceding the claim.

2. Neither party shall be liable in contract, tort (including negligence) or for breach of statutory duty or in any other way for:

1. any economic losses;
2. any loss of goodwill or reputation;
3. any loss or corruption of data or information; and/or
4. any special or indirect or consequential losses,

arising out of or in connection with this Agreement, whether or not such losses were within the contemplation of the parties at the date of this Agreement.

3. Except as expressly stated in this Agreement:

1. Target Integration shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Target Integration by the Customer in connection with the Services, or any actions taken by Target Integration at the Customer's direction; and



2. all warranties and conditions whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

18. Termination

1. Either party may terminate:

1. this Agreement on not less than six (6) months' written notice provided that such notice may not be issued until after the end of the first SOW;
2. any individual SOW on not less than five (5) Business Days' written notice. For the avoidance of doubt, an individual SOW may be terminated independently of the rest of the Agreement.

2. Either party may terminate this Agreement at any time by giving notice in writing to the other party if:

1. the other party commits a material breach of this Agreement which is not remedied within thirty (30) Business Days of receiving written notice of such breach;
2. the other party has failed to pay any amount due under this Agreement on the due date and such amount remains unpaid within fifteen (15) Business Days after the other party has received notification that the payment is overdue; or
3. any consent, licence or authorisation held by the other party is revoked or modified such that the other party is no longer able to comply with its obligations under this Agreement or receive any benefit to which it is entitled.

3. Either party may terminate this Agreement at any time by giving notice in writing to the other party if that other party ceases to do business, becomes unable to pay its debts as they fall due within the meaning of section 570 of the Companies Act 2014, becomes or is deemed insolvent, has a receiver, manager, examiner, administrator, administrative receiver or similar officer appointed in respect of the whole or any part of its assets or business, makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt, or an order or resolution is made for its dissolution or liquidation (other than for the purposes of solvent amalgamation or reconstruction to which the terminating Party has previously agreed in writing), enters into liquidation (whether compulsory or voluntary) or suffers or undergoes any analogous process to the above in any applicable jurisdiction.



4. Termination or expiry of this Agreement shall not affect any accrued rights and liabilities of either party at any time up to the date of termination.
5. Upon termination of this Agreement for any reason:
 1. Target Integration shall immediately stop the performance of all Services;
 2. Target Integration shall promptly invoice the Customer for all Services performed but not yet invoiced;
 3. the parties shall within five (5) Business Days return any materials of the other party then in its possession or control; and
 4. all rights granted to the Customer under this Agreement or any SOW shall immediately cease.
6. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.

19. Force Majeure

Neither party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from any event beyond the reasonable control of that party. The party affected by such an event shall promptly notify the other party in writing when such an event causes a delay or failure in performance and when it ceases to do so. If such an event continues for a continuous period of more than three (3) months, either party may terminate this Agreement by written notice to the other party.

20. Dispute Resolution

1. Any dispute arising between the parties out of or in connection with this Agreement shall be dealt with in accordance with the provisions of this clause 20 (the "**Dispute Resolution Procedure**").
2. If any dispute arises in connection with this Agreement, the party requiring it to be resolved must promptly give the other party written notice identifying, and giving details of, the dispute. Within five (5) business days of a party receiving the notice referred to in this clause, or such longer period agreed upon by the parties, the project managers of the parties must meet and, in good faith, attempt to resolve the dispute by negotiation. If this does not successfully resolve the dispute within ten (10) business days, the parties must meet and, in good faith, attempt to resolve the dispute by negotiation. In the event that the parties



are unable to reach a resolution of the dispute by negotiation within the period referred to in this clause, either party may by notice in writing to the other ("**Dispute Notice**") advise the other party that it seeks to have the dispute resolved by mediation.

3. Within five (5) business days of the date of receipt of the Dispute Notice, the parties must refer the matter to a mutually agreed mediator, or failing agreement to a mediator appointed at the request of either party by the President for the time being of the Law Society of the UK. The mediation¹ will be conducted in accordance with the procedures determined by the mediator. The mediator must determine who will bear the liability for their fees and disbursements and other costs of the mediation, which must be paid accordingly.

4. Nothing contained in this clause will deny either party the right to seek injunctive relief from an appropriate court where failure to obtain such relief would cause irreparable damage to the party concerned. Furthermore, the dispute resolution procedures in this clause do not apply to impair, delay or otherwise prejudice the exercise by a party of its rights provided in this Agreement (including without limitation any right of termination).

21. Entire Agreement

1. The parties agree that this Agreement and the SOWs entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

2. Each party acknowledges that it has not entered into this Agreement and the SOWs entered into pursuant to it in reliance on, and shall have no remedies in respect of any representation or warranty that is not expressly set out in this Agreement and the SOWs entered into pursuant to it. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in this Agreement. Nothing in this Agreement purports to limit or exclude any liability for fraud.

22. Further Assurance

The Customer shall at the request of Target Integration, and at the cost of the Customer, do all acts and execute all documents which are necessary to give full effect to this Agreement.

23. Variation



No variation of this Agreement shall be valid or effective unless it is in writing, refers to this Agreement and is duly signed or executed by, or on behalf of each party.

24. Assignment

1. The Customer shall not, without the prior written consent of Target Integration (such consent not to be unreasonably withheld), assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under this Agreement save that the Customer shall be entitled at any time to assign or transfer its obligations under this Agreement to another member of the Customer's Group.

2. Target Integration may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

25. Set-Off

Each party shall pay all sums that it owes to the other party under this Agreement without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

26. No Partnership or Agency

The parties are independent businesses and are not partners, principal and agent or employer and employee and this Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. Neither of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

27. Severance

1. If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.

2. If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.



28. Waiver

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

29. Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. Transmission of an executed counterpart of this Agreement by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement.

30. Costs and Expenses

Each party shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of this Agreement (and any documents referred to in it).

31. Governing Law and Jurisdiction

This Agreement and all disputes arising from this Agreement whether contractual or non-contractual in nature shall be governed by and construed in accordance with the laws of England. The parties irrevocably submit to the exclusive jurisdiction of the English courts in relation to all matters arising out of or in connection with this Agreement.

