

**Lockdown Cyber Security Limited
Terms and Conditions**

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 In these terms and conditions (these "**T&Cs**"):

- 1.1.1 "**Additional Services**" means any services which LCS provides in addition to the Services in accordance with Clause 5 as further detailed in the Quote or as set out in a Request;
- 1.1.2 "**Agreement**" means the contract between LCS and the Client for the supply of the Services comprising the Quote and these T&Cs;
- 1.1.3 "**Applicable Law**" means all applicable laws, statutes, regulations and codes from time to time in force;
- 1.1.4 "**Automatic Renewal Term**" has the meaning given to it in Clause 10.2;
- 1.1.5 "**Business Days**" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
- 1.1.6 "**Charges**" shall have the meaning given to it at Clause 7.1;
- 1.1.7 "**Client**" means the party who signs the Quote to receive Services;
- 1.1.8 "**Client Data**" means the data inputted by the Client for the purpose of using the Services and any data generated by, or derived from the Client's use of the Services, whether hosted or stored within the Software or elsewhere;
- 1.1.9 "**Client IP**" means all Intellectual Property Rights, excluding any LCS Intellectual Property Rights, owned, developed or licensed by or (on behalf of) the Client (including all which is provided by (or on behalf of) the Client to LCS in connection with the Services;
- 1.1.10 "**Consultant**" means the individual or individuals providing Professional Services for the Client upon instruction by LCS as provided in the Quote;
- 1.1.11 "**Commencement Date**" means the commencement date set out in Quote;
- 1.1.12 "**Completion Date**" means the date falling twelve (12) months from the Commencement Date as set out in Quote or as otherwise agreed;

- (a) in the Quote; and/or
 - (b) by any extension period(s) or Automatic Renewal Term unless this Agreement is terminated in accordance with Clause 10;
- 1.1.13 **"Consumer Price Index"** means the Consumer Price Index published by the Office for National Statistics or, if that index ceases for any reason to be published in the United Kingdom, such other index issued or caused to be issued from time to time by the UK Government as may commonly be used in place of that index;
- 1.1.14 **"Controller", "Processor" and "Personal Data"** have the meanings as defined in the Data Protection Laws;
- 1.1.15 **"Data Protection Laws"** means the Data Protection Act 2018 or any successor legislation, and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy;
- 1.1.16 **"EULA"** means the end user licence agreement between the Software Provider and the Client which is made available to the Client when accessing the Software and any amendments to the same which are notified to the Client from time to time;
- 1.1.17 **"Force Majeure Event"** shall have the meaning given to it in Clause 16;
- 1.1.18 **"Initial Term"** means the duration of the Agreement from the Commencement Date up to and including the Completion Date plus any agreed extension period(s) unless this Agreement is terminated in accordance with Clause 10;
- 1.1.19 **"Insolvency Event"** occurs when:
 - (a) a Party becomes unable to pay its debts as they fall due or the value of its assets is less than the amount of its Liabilities taking into account its contingent and prospective Liabilities;
 - (b) in relation to a Party a statutory demand is served, a receiver is appointed or any insolvency procedure under the Insolvency Act 1986 is instituted or occurs or notice of intention to institute such a procedure is given;
 - (c) any order is made for, or there occur, proceedings constituting main proceedings in any member state of the European Union; or

- (d) any analogous demand, appointment or procedure is instituted or occurs in relation to a Party elsewhere than in England and Wales,
- 1.1.20 **"Intellectual Property Rights"** means patents, rights to Inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of 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 and rights to apply for, and be granted, renewals or extensions of, and rights to claim priority from 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;
- 1.1.21 **"Inventions"** means any invention, idea, discovery, development, improvement or innovation made by a Consultant in connection with the provision of the Professional Services, whether or not patentable or capable of registration, and whether or not recorded in any medium;
- 1.1.22 **"Liabilities"** means each and every action, cost, claim, liability, expense or demand whatsoever and howsoever arising, incurred or suffered by the relevant party including without limitation all legal expenses and other professional fees (together with any VAT thereon);
- 1.1.23 **"LCS"** means Lockdown Cyber Security Limited (Company No: 12455375) whose registered address is at E-Innovation Centre, University Of Wolverhampton Telford Innovation Campus, Priorslee, Telford, Shropshire, England, TF2 9FT;
- 1.1.24 **"LCS Personnel"** means those staff, employees or personnel employed in any capacity by LCS, any sub-contractor of LCS, or any third party otherwise introduced, referred or made available by LCS to the Client in connection with the provision of the Services (or any part of them) from time to time;
- 1.1.25 **"LCS Services"** means any LCS owned websites, platforms, content, products, services, information and/or software supplied or licenced to the Client directly by LCS;
- 1.1.26 **"Materials"** means any documents, materials, data or information in any form (including without limitation software, computer programs, data, reports, specifications and drafts) provided by LCS in connection with the Agreement;
- 1.1.27 **"Quote"** means a quote executed by both Parties pursuant to this Agreement that sets forth the Charges, the Commencement Date, the Completion Date (if

applicable), the Services, the Term, and other terms and conditions applicable to the provision of the Services;

- 1.1.28 **"Parties"** means LCS and the Client and **Party** shall be construed accordingly;
- 1.1.29 **"Professional Services"** means training and consultancy services delivered by a Consultant to the Client as more particularly set out in the Quote;
- 1.1.30 **"Referral Fee"** means the liquidated damages payable by the Client to LCS, calculated by reference to the sum equal to 40% of the relevant fees payable by the Client to LCS as part of the relevant Service;
- 1.1.31 **"Request"** means a request from the Client to LCS for the supply of Services and/or Additional Services in accordance with Clause 5;
- 1.1.32 **"Services"** means;
- (a) The making available of the Third Party Services; and/or
 - (b) Provision of the LCS Services
- as more particularly set out in the Quote (or a Request, if agreed pursuant to Clause 5);
- 1.1.33 **"Site"** means any location where LCS or LCS Personnel are to provide the Services; and
- 1.1.34 **"Software"** means the online, delivered or other software applications provided by a Software Provider to the Client as more particularly set out in the Quote;
- 1.1.35 **"Software Provider"** means the third-party company or organisation identified as such in the Quote who is to provide the Software to the Client upon instructions from LCS;
- 1.1.36 **"Term"** means the Initial Term as set out in the Quote plus any Automatic Renewal Term unless this Agreement is terminated in accordance with Clause 10;
- 1.1.37 **"Third Party Services"** means the Software and Professional Services and other any third party owned websites, platforms, content, products, services, information and software made available to the Client upon the instruction of LCS;

1.1.38 **"Third Party Agreements"** means any terms in respect of the Client's use of Third Party Services, including, without limitation, the EULAs, terms of service, intellectual property restrictions, and privacy policies;

1.2 The headings in these T&Cs are inserted for convenience only and shall not affect the interpretation or construction of this Agreement.

1.3 Words imparting the singular shall include the plural and vice versa. Words imparting a gender include every gender and references to persons include an individual, company, corporation, firm or partnership.

1.4 The words and phrases "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible.

1.5 All references in these T&Cs to Clauses are to the clauses to these T&Cs unless otherwise stated.

2 **QUOTE**

2.1 These T&Cs shall apply to the Agreement, the Services and any Additional Services to the exclusion of all other terms and conditions which the Client purports to apply under any Quote, purchase order, document or which are implied by trade, custom, practice or course of dealing. No terms and conditions endorsed on, delivered with or contained in a Request, specification or other document shall apply to the Agreement simply as a result of such document being referred to by the Client.

2.2 In the event of and only to the extent of any conflict or ambiguity between the Quote and the T&Cs, the conflict shall be resolved in accordance with the following order of precedence:

2.2.1 the Quote; and

2.2.2 the T&Cs.

2.3 Variations to the Agreement shall only be effective if agreed in writing by LCS and the Client.

3 **SERVICES**

3.1 Subject to Clause 3.2, LCS agrees to;

3.1.1 use commercially reasonable endeavours to provide the Services;

- (a) in accordance with the Agreement;
 - (b) in accordance with Applicable Law; and
 - (c) using all reasonable care, skill and diligence to be expected of an appropriately qualified and competent supplier experienced in carrying out equivalent services or services of a similar size, scope, complexity and value;
- 3.1.2 co-operate with the Client in all matters relating to the Services;
- 3.1.3 observe all health, safety and security requirements that apply to any Site (if any) and that have been communicated to LCS; and
- 3.1.4 ensure that LCS Personnel are suitably qualified, adequately trained and capable of providing the applicable Services in respect of which it is engaged.
- 3.2 LCS agrees to provide the Services provided that the Client:
 - 3.2.1 ensures that all information which it provides to LCS, relevant to the Services or otherwise (including without limitation any Client Data) is kept up-to-date, complete, accurate and adequate;
 - 3.2.2 co-operates with LCS in all matters relating to the Services;
 - 3.2.3 provides access, for LCS, its agents, sub-contractors, consultants and employees, to any Site (if any), in a timely manner (including but not limited to, all security codes and passes for any Site);
 - 3.2.4 does not do or omit to do anything which may cause LCS to lose any licence, authority, consent or permission on which LCS relies for the purposes of conducting its business;
 - 3.2.5 complies with all Applicable Laws and regulation with respect to its activities under this Agreement;
 - 3.2.6 enters into any additional terms of use applicable to the LCS Services as required by LCS.
- 3.3 Notwithstanding any other term of this Agreement, LCS shall not be treated as being in breach of this Agreement and shall not have any liability to the Client under this Agreement to the extent its performance of its obligations is prevented or delayed as a result of the Client's failure to comply with its obligations and/or any other act or omission of the Client or its officers and employees.

4 THIRD PARTY SERVICES

- 4.1 Third Party Services shall be licensed by the Client directly from third parties and the Client's use of Third Party Services is governed by the terms of the respective Third Party Agreements.
- 4.2 The Client acknowledges and agrees that LCS does not control and is not responsible for the Third Party Services and has no obligations with respect to any Third Party Services.
- 4.3 LCS is not responsible for providing customer support with respect to any Third Party Services, and LCS takes no responsibility for the actions or omissions of any Third Party Service provider, the content, privacy practices or unavailability of any Third Party Service, or any damages or losses caused or alleged to be caused by or in connection with the Client's use of or interaction with any Third Party Services.
- 4.4 Warranties for Third Party Services will be governed by the applicable Third Party Agreements. LCS is not responsible for any issues related to the performance, operation or security of the Services that arise from Client Data or Third Party Services or any other services provided by a third party to the Client.
- 4.5 The Client agrees and acknowledges that it is solely responsible for its compliance with Third Party Agreements associated with receipt of the Third Party Services, and the Client's failure to comply may result in the termination of its access to the Third Party Services, and its inability to receive all or part of the Services.
- 4.6 The Client shall indemnify LCS against all losses, damages, penalties, costs and expenses arising out of or in connection with any claim arising out of or in connection with the Client's use of the Third Party Services and/or its failure to execute or abide by any Third Party Agreements.

5 ADDITIONAL SERVICES

- 5.1 In the event that Additional Services are required, whether as a result of a Request from the Client or as agreed between the Parties, LCS shall provide the Additional Services subject to the parties entering into written confirmation of those services (including any changes to the Charges) and the further provisions of this Clause 5. Any references to Services in the Agreement shall be deemed to also apply to any Additional Services as the context so requires.
- 5.2 Any quote for Additional Services issued by LCS is valid for a period of fourteen (14) days only from its date (or such longer period as it may state), although LCS may withdraw a quote at any time before it is accepted.

6 **NON-SOLICITATION**

- 6.1 During the Term of the Agreement and for a period of twenty four (24) months after it ends the Client shall not directly or indirectly solicit, contract with, receive any Services from, offer to employ or remunerate any LCS Personnel.
- 6.2 In the event that the Client does contract with, receive any Services from, employ or remunerate any LCS Personnel in contravention of Clause 6.1, the Client agrees to pay LCS the Referral Fee on demand.

7 **CHARGES AND PAYMENT**

- 7.1 In consideration of the provision of the Services, LCS shall charge for the Services (the **Charges**) by reference to the Quote. Unless otherwise stated all Charges quoted by LCS are exclusive of VAT (or equivalent sales tax), which will be additionally payable by the Client upon receipt of a valid VAT invoice.
- 7.2 LCS will invoice the Client at any time during a particular month for any Additional Services provided or to be provided (where payment is required in advance) and for the Services to be provided during the following month(s).
- 7.3 The Client shall pay LCS invoices within fourteen (14) days of the date of the invoice, unless otherwise stated in the Quote.
- 7.4 LCS may increase its Charges during the Term:
- 7.4.1 if at any time its costs of supplying the Services increase as a consequence of:
- (a) any change in Applicable Law provided always that no such increase shall take effect unless LCS has provided at least one (1) month's written notice of the proposed increase and the change in law that necessitates the increase; and/or
 - (b) a direct cost increase to LCS in providing the Services (including without limitation where a service provider, contractor, sub-contractor, consultant and/or agent involved in the provision of Services increases its costs of supplying the Services);
- 7.4.2 on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Consumer Prices Index from the Commencement Date or last anniversary (as the case may be), and the first such increase shall take effect on the first anniversary of the Commencement Date and shall be based on the latest available figure for the percentage increase in the Consumer Prices Index; and/or

- 7.4.3 at its sole discretion on three (3) months written notice to the Client.
- 7.5 No payment shall be deemed to have been received until LCS has received it in full cleared funds. The Client shall make all payments due to LCS without any deduction, by way of set-off, counterclaim, discount, abatement or otherwise.
- 7.6 On termination or expiry of this Agreement for whatever reason, the Client shall pay to LCS all sums payable to LCS and, in respect of Services supplied for which no invoice has been submitted, LCS may submit an invoice, which shall be payable in accordance with this Clause 7.
- 7.7 Without prejudice to any other rights or remedy that it may have, if the Client fails to pay LCS in accordance with Clause 7.3, LCS may:
- 7.7.1 charge daily interest to the Client on any overdue amounts (whether formally demanded or not) at the rate of two percent (2%) per month above the Bank of England base lending rate for the time being in force, from the date when such amounts were due until the date of payment (before as well as after any judgment);
- 7.7.2 charge an administration fee and associated charges in respect of any enforcement should the debt be passed to a collection agency.

8 SUSPENSION OF SERVICES

- 8.1 LCS reserves the right (acting reasonably and in good faith) to suspend all or any of the Services without prejudice to LCS's or the Client's rights pursuant to Clause 10 if:
- 8.1.1 the Client is in breach of its obligation to pay the Charges;
- 8.1.2 the Client is in breach of any other of its obligation under this Agreement; or
- 8.1.3 LCS (or its sub-contractor(s)) is obliged to comply with an order, instruction or request of Government, Court, law enforcement agency or other competent administrative or regulatory authority.
- 8.2 Subject to Clause 8.3, LCS will end any such suspension as soon as possible after the event or circumstance requiring the suspension has ceased.
- 8.3 In the event that LCS suspends any Services as a result of the Client's non-payment pursuant to Clause 8.1.1 above, LCS will reinstate the Services upon the Client having paid all undisputed overdue sums (plus any applicable interest and reasonable re-instatement costs incurred by LCS) to LCS where such breach relates to the Client's failure to pay or late payment of Charges.

8.4 Any suspension of the Services pursuant to this Clause 8 shall not constitute a waiver of any of LCS's rights of termination.

8.5 Without prejudice or limitation to any of the Client's rights at law, suspension shall not affect the Client's liability to pay any Charges and other amounts due to LCS under the Agreement.

9 **LIMITATION OF LIABILITY**

9.1 Subject to Clause 9.1.2:

9.1.1 LCS's total aggregate liability to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for all claims arising under or in connection with this Agreement shall be limited to the total amount of Charges paid by the Client to LCS under this Agreement in the 12 months preceding the date the first liability giving rise to a claim arose; and

9.1.2 Neither Party to the Agreement will be liable to the other Party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any special, indirect or consequential losses including but not limited to:

- (a) loss of bargain;
- (b) loss of profit or loss of anticipated savings;
- (c) loss of production;
- (d) loss of business or loss of business opportunity;
- (e) loss of revenue;
- (f) loss of use;
- (g) loss of goodwill;
- (h) loss of anticipated saving; and/or
- (i) loss or corruption of data or information,

or for any other indirect or consequential loss or damage whatsoever or however cause or arising.

9.2 Nothing in this clause 9 shall exclude or limit:

- 9.2.1 the liability of either Party for death or personal injury resulting from its negligence;
 - 9.2.2 the liability of either party for fraud or fraudulent misrepresentation;
 - 9.2.3 the Client's liability to pay the Charges;
 - 9.2.4 the Client's liability under any indemnity provided to LCS under this Agreement.
- 9.3 In the event that any property of LCS, whether at the Site or otherwise, is damaged by the Client or its service providers, contractors, subcontractors, consultants and/or agents in the course of providing the Services, the Client shall indemnify LCS in full against all liabilities, costs, expenses, damages and losses including any professional costs and expenses) suffered or incurred by LCS arising out of or in connection with any such damage to LCS's property.
- 9.4 Except as set out in these T&Cs, all warranties, clauses and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.
- 10 **TERM AND TERMINATION**
- 10.1 This Agreement shall be deemed to have commenced on the Commencement Date set out in the Quote and shall continue for the duration of the Initial Term unless and until terminated earlier in accordance with the terms of this Agreement.
- 10.2 After the Initial Term, this Agreement shall be deemed renewed automatically each year for an additional one (1) year period or such other period as set out in the Quote (an **Automatic Renewal Term**) unless this Agreement is terminated earlier in accordance with the terms of this Agreement.
- 10.3 Either Party may terminate the Agreement with immediate effect by notice if the other Party:
- 10.3.1 is in material breach of the Agreement (and if such breach is remediable) fails to remedy such breach within thirty (30) days of written notice requiring the specified breach to be remedied; or
 - 10.3.2 becomes subject to an Insolvency Event.
- 10.4 The Client may terminate the Agreement on the Completion Date or at the end of any subsequent renewal term by giving LCS at least three (3) months' written notice prior to the expiry of the Initial Term or any renewal term (as applicable).
- 10.5 LCS may terminate this Agreement at any time on thirty (30) days' written notice.

11 **EFFECT OF TERMINATION**

11.1 On the termination or expiry of this Agreement:

11.1.1 the Client will promptly return to LCS any property, or Materials provided by LCS. If the Client fails to do so, then LCS may enter the Client's premises and take possession of them. Until they have been delivered or returned, the Client shall be solely responsible for the safe keeping of the property and/or Materials in its possession and will not use them for any purpose not connected with this Agreement;

11.1.2 LCS will promptly return to the Client any property or materials provided by the Client; and

11.1.3 Each Party shall return or destroy (at the other Party's request) any confidential information and shall certify to the other Party upon request that it has not retained any copies of the other Party's confidential information.

11.2 If LCS provides any Services after the termination of the Agreement, then the Client shall be liable to pay for them in accordance with Clause 7 save for the Charges shall be calculated on a time and material basis at LCS's standard rates.

11.3 On termination or expiry of this Agreement for any reason the accrued rights of the Parties as at termination or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination shall not be affected or prejudiced.

12 **DATA PROTECTION & SECURITY**

12.1 The Client expressly acknowledges that LCS may provide its affiliates, subcontractors and third party service providers with access to Client Data and Client IP for the purpose of providing the Services and otherwise fulfilling LCS obligations under the Agreement

12.2 LCS shall use commercially reasonable efforts to apply appropriate security procedures to preserve the security and integrity of Client Data and prevent any unauthorised access to Client Data by third parties.

12.3 Each Party agrees and acknowledges that for the purposes of the Data Protection Laws, each Party is a data controller and shall comply with all applicable requirements of the Data Protection Laws.

12.4 The Client shall indemnify LCS against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by LCS arising out of or in connection with the breach of the Data Protection Laws by the

Client its employees or agents, provided that LCS gives to the Client prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.

- 12.5 LCS may, at any time on not less than 30 (thirty) days' notice, revise this clause 12 by replacing it with any applicable controller to processor standard clauses or similar terms adopted under the Data Protection Laws or forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Agreement).

13 **CONFIDENTIALITY**

- 13.1 Each Party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other Party or of any member of the group of companies to which the other Party belongs, except as permitted by clause 13.2.

- 13.2 Each Party may disclose the other Party's confidential information:

13.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this Agreement. Each Party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other Party's confidential information comply with this Clause 13; and

13.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

- 13.3 No Party shall use any other Party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

- 13.4 This Clause 13 shall survive termination of this Agreement for any reason.

- 13.5 LCS agrees to use commercially reasonable to ensure that any third-party Software Provider or Consultant shall agree and accept similar confidentiality provisions to this Clause 13.

14 **INTELLECTUAL PROPERTY**

- 14.1 The Client shall retain ownership of all Intellectual Property Rights in and to the Client IP. The Client grants to LCS a worldwide, non-exclusive, royalty-free, non-assignable and revocable licence to use, copy and modify the Client IP solely for the purpose of providing the Services and performing LCS's obligations under the Agreement.

- 14.2 The Client acknowledges and agrees that LCS or its licensors own all Intellectual Property Rights in the Services. Except as expressly stated in this Agreement, this Agreement does not grant the Client any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services.
- 14.3 Without prejudice to the right of the Client or any third party to challenge the validity of any Intellectual Property Rights of the LCS, the Client shall not do or authorise any third party to do any act which would or might invalidate or be inconsistent with any Intellectual Property Rights of LCS and shall not omit or authorise any third party to omit to do any act which, by its omission, would have that effect or character.
- 14.4 The Client acknowledges that any new Intellectual Property Rights that are created or developed by LCS in connection with the Services shall vest on creation in LCS absolutely and to the extent that they do not so vest the Client hereby assigns to LCS all such future Intellectual Property Rights and all materials embodying these rights to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under this Agreement the Client holds legal title in these rights and inventions on trust for LCS.
- 14.5 The Client undertakes to execute all documents, make all applications, give all assistance and do all acts and things, at the expense of LCS and at any time either during or after the Term, as may, in the opinion of LCS, be necessary or desirable for LCS to obtain for itself or its nominee the full benefit of clause 14.

15 **INSURANCE**

Without prejudice to its express obligations under this Agreement, LCS shall effect and maintain with a reputable insurance company appropriate insurance policies providing an adequate level of cover, at a minimum five hundred thousand pounds (£500,000) per event, in respect of all risks which may be incurred by LCS arising out of its performance of this Agreement, including death or personal injury, loss of or damage to property or any other loss. LCS shall on reasonable request produce evidence satisfactory to the Client that it is complying with its obligations under this Clause 14.1.

16 **FORCE MAJEURE**

- 16.1 If either Party is prevented or delayed in the performance of any of its obligations under the Agreement (other than an obligation to pay money) due to circumstances outside its reasonable control including, without limitation, COVID-19, acts of God, governmental actions, war or national emergency, riot, civil commotion, acts of terrorism, fire, explosion, flood, pandemic, epidemic or any disaster, lock-outs, strikes or other labour disputes failures in utility supply, supplier failures, systems interruption, power surges, network unavailability, equipment failures, virus attack and any comparable circumstances (**Force Majeure Event**), it shall have no liability in respect of the performance of such of its

obligations as are prevented by such circumstances whilst they continue and for such time after they cease as is necessary for it, using all reasonable endeavours, to recommence its affected operations in order for it to perform its obligations.

- 16.2 If either Party is prevented from performing its obligations under this Agreement for a period of more than thirty (30) days the Party which is not first affected by the Force Majeure Event may, without prejudice to any other rights, give notice to the affected party to terminate this Agreement. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.

17 **GENERAL**

- 17.1 This Agreement is personal to the Client and the Client may not assign, transfer, sub-contract or dispose of all or any part of its rights or obligations under this Agreement without LCS's prior written consent. LCS may at any time assign, transfer, sub-contract or dispose of all or any part of its rights under this Agreement, provided that it gives written notice to the Client.
- 17.2 The Agreement constitutes the entire agreement between the parties. Each Party acknowledges and agrees that in entering into the Agreement, it has not and does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made).
- 17.3 The failure or the delay by either Party in enforcing or partially enforcing any provision on the Agreement will not constitute a waiver of any of its rights under the Agreement.
- 17.4 Any notice under the Agreement shall be in writing and sent (i) by first class post to the correspondence address of the Party set out in the Quote or (ii) sent by email to the address set out in the Quote (as such addresses may change from time to time as notified by a party to the other Party).
- 17.5 Notices shall be deemed to have been received in the case of notice by hand, on delivery, by post, on the second day after the day of posting and in the case of notice by email, on receipt. Clause 17.4 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 17.6 If any provision (or part of) of the Agreement is found to be wholly or partly unenforceable it shall to the extent of such unenforceability be deemed severable and the remaining provisions of the Agreement and the remainder of such provision (or part of) shall continue in full force and effect with the minimum modification necessary to make it enforceable.

- 17.7 Subject to Clause 17.1 neither Party intends any of the terms of the Agreement to be enforceable by any third party pursuant to The Contracts (Rights of Third Parties) Act 1999.
- 17.8 The Agreement and these T&Cs shall be governed by and construed in accordance with the laws of England, and the parties submit to the exclusive jurisdiction of the English courts.