
Knowledge Capture Services Agreement

enChoice UK Ltd, 8 King Edward Street, Oxford, United Kingdom, OX1 4HL

Complete Agreement: This Knowledge Capture Services Agreement (KCSA) and applicable Attachments and Service Definition Documents are the complete agreement regarding each transaction under this KCSA (together, the Agreement) under which the client may order Knowledge Capture Services, which may consist of Knowledge Capture Services or other labour based Services to support use of Knowledge Capture Services enChoice provides (enChoice Products) or cloud or other services a third party provides that the client acquires from enChoice (Non-enChoice Products).

Service Definition Documents: Service Definition Documents (SDDs) provide the specifics of transactions, such as charges and a description of and information about the enChoice Products and Non-enChoice Products. Examples of SDDs include statements of work, service descriptions, ordering documents and invoices. There may be more than one SDD applicable to a transaction.

Attachments: Documents identified as Attachments provide supplemental terms that apply across certain types of transactions such as a solution attachment.

In the event of a conflict, an Attachment prevails over this Knowledge Capture Services Agreement and a Service Definition Document prevails over both the Knowledge Capture Services Agreement and any Attachment. Any conflicting terms in an Attachment or SDD that override the terms of this Knowledge Capture Services Agreement will be identified in the Service Definition Document or Attachment accepted by the Client and only apply to the specific transaction.

1. Contract Details

a. Effective Date	This Knowledge Capture Service Agreement (this "KCSA"), dated as of [] is by and between:
b. Party 1	enChoice UK Limited (enChoice) whose registered address is: 8 King Edward Street, Oxford, United Kingdom, OX1 4HL (enChoice)
c. Party 2	[], whose registered address is: [] (Client)
d. Agreement Number	UK-

The Client and enChoice may be referred to in this KCSA individually as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the premises, and the mutual covenants stated herein, and other consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties intending to be legally bound by the terms and conditions set forth below, hereby agree as follows:

2. Definitions and Interpretations

The following words and expressions have the following meaning, unless the context requires otherwise

a. "Applicable Laws"	Means any: a) law including any statute, statutory instrument, byelaw, order, regulation, directive, treaty, decree, decision (as referred to in Article 288 of the Treaty on the Functioning of the European Union); b) legally binding rule, policy, guidance or recommendation issued by any governmental, statutory or regulatory body; and/or(c) legally binding industry code of conduct or guideline in force from time to time which relates to the Agreement and/or any products, goods, and services provided in connection with the Agreement and/or the activities which are comprised in all or some of the goods and/ or services or the use or application of the output from the goods and/ or services
b. "Authorised Users"	any person provided access to any of the Client's Knowledge Capture environments.
c. "Authority"	means any government, agency, regulator or prosecutor
d. "Business Day"	any day other than a Saturday or Sunday or a public or bank holiday in the UK;
e. "CFA"	means the Criminal Finances Act 2017
f. "CFA Offense"	Means an offence under section 45 or section 46 of the CFA
g. "Client"	means the Client or any member of its Group.
h. "Control"	means in relation to a person, the power (whether direct or indirect) to direct or cause the direction of its affairs, whether by means of holding shares, possessing voting power, exercising contractual powers or otherwise; and "Controls" and "Controlled" will be construed accordingly
i. "Data Protection Legislation"	means all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the Data Protection Act 2018 and any regulations made thereunder (DPA 2018); the UK GDPR (as defined in section 3(10) of the DPA 2018); and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426); each as amended from time to time
j. "Facilitation of Tax Evasion Offence"	means a UK tax evasion facilitation offence or a foreign tax evasion facilitation offence, as those terms are defined in the CFA
k. "Intellectual Property Rights"	means all intellectual and industrial property rights (including patents, know how, registered trade marks, registered designs, utility models, applications for and rights to apply for any of the foregoing, unregistered design rights and unregistered trade marks, rights to prevent passing off or unfair competition, copyright, database rights, domain names, topography rights and any other rights in any invention, discovery or process) in the United Kingdom and all other countries in the world and together with all renewals and extensions thereof

l. "UK Business Hours"	shall mean 09:00 – 17:30, Monday through Friday, excluding public holidays in England as outlined on web page www.calendar-uk.co.uk/holidays
m. "SDD"	means Service Definition Documents (SDDs) providing a description of and information about the enChoice Products and Non-enChoice Products and the specifics of transactions, such as charges relating to Clients environments.

3. Knowledge Capture Services

a. Knowledge Capture Services	Knowledge Capture Services are enChoice offerings that enChoice makes available as a 'Software as a Service' platform. Knowledge Capture Services are deployed within the enChoice Microsoft Azure Subscription. each enChoice Service is described in SDD's. Knowledge Capture services are designed to be available 24/7, subject to maintenance. enChoice will provide advance notice of scheduled maintenance. Technical support availability and service level commitments, are specified in the SDD. For the avoidance of doubt, Client's licence to use the on Premise Knowledge Capture software is subject to and governed by the terms of the separate software agreement between the Parties and is not affected by anything in this Agreement
b. Order Acceptance	the Client accepts the applicable Attachment or SDD for Services by ordering, enrolling, using, or making a payment. enChoice accepts the Clients order by confirming the order or enabling access.
c. What enChoice Provides	enChoice provides the facilities, personnel, equipment, software, and other resources necessary for enChoice to provide Knowledge Capture Services. enChoice provides generally available user guides and documentation to support the Clients use of Knowledge Capture Services.
d. Right to Use & the Clients Responsibilities	the Client is responsible for the use of Knowledge Capture Services by any user who accesses the Knowledge Capture Services with the Clients account credentials.

e. Acceptable Use Terms	Knowledge Capture Services may not be used to undertake any activity or host Content that: a) is unlawful, fraudulent, harmful, malicious, obscene, or offensive; b) threatens or violates the rights of others; c) disrupts or gains (or intends to disrupt or gain) unauthorised access to data, services, networks, or computing environments within or external to enChoice; d) sends unsolicited, abusive, or deceptive messages of any type; or e) distributes any form of malware. the Client may not: a) reverse engineer any portion of a Knowledge Capture Service; b) assign or resell direct access to a Knowledge Capture Service to a third party outside the Client Group, except as permitted under this Agreement; or c) combine a Knowledge Capture Service with the Clients value add to create a Client branded solution that the Client markets to its end user customers unless otherwise agreed by enChoice in writing.
f. Preview Knowledge Capture Services	Knowledge Capture Services or features of Knowledge Capture are considered "preview" when enChoice makes such services or features available at no charge, with limited or pre-release functionality, or for a limited time to try available functionality. Examples of preview Knowledge Capture Services include beta, trial, no-charge, or preview-designated Knowledge Capture Services. any preview Knowledge Capture Service is excluded from available service level agreements and may not be supported. enChoice may change or discontinue a preview Knowledge Capture Service at any time and without notice. enChoice is not obligated to release preview Knowledge Capture Services or make an equivalent service generally available.

4. Content, Confidential Information and Data Protection

a. Content Client Provides	the Client grants the rights and permissions to enChoice to store, and otherwise process content solely for the purpose of providing the Knowledge Capture Services or other Services. use of the Knowledge Capture Services or other Services will not affect the Clients ownership or license rights in Content.
b. Use of Content & Confidential Information	enChoice will treat Content as confidential by only disclosing to enChoice employees and contractors to the extent necessary to provide the Knowledge Capture Services or perform other Services. The Parties recognize that each may receive trade secrets and other confidential or proprietary information of the other Party. All such information, which is either marked Confidential or could reasonably be considered to be Confidential, constitutes Confidential Information. Each Party agrees not to divulge Confidential Information received from the other party to any of its employees who do not need to know it for the purposes of performing their obligations under this Agreement, and to prevent its disclosure to or access by any third party without the prior written consent of the disclosing party. Each Party shall protect the other's Confidential Information using no less protective security measures than it uses in relation to its own Confidential Information, and in any event no less than market standard security measures. These obligations will survive the termination of this Agreement for a period of 3 years or until such earlier time as the Confidential Information concerned reaches the public domain other than through the receiving party's own default.
c. Client Responsibilities	the Client is responsible for obtaining all necessary rights and permissions to permit processing of Content in the Knowledge Capture Services. the Client will make disclosures and obtain consent required by law before the Client provides, authorises access, or inputs individuals' information, including personal or other regulated data, for processing in the Knowledge Capture Services.
d. Data Security	enChoice Data Security applies for generally available standard Knowledge Capture Services and other Services. the Client is responsible for assessing the suitability of the Services for the Content and the Client's intended use or the use of Content with other Services enChoice will provide. The Client acknowledges that the use of Services or other Services meets the Client 's requirements and processing instructions required to comply with applicable laws.
e. Removal of Content	enChoice will return or remove Content from enChoice computing resources upon the expiration or cancellation of the Knowledge Capture Services, or earlier upon the Clients request. enChoice may charge for certain activities performed at the Clients request (such as delivering Content in a specific format). enChoice does not archive Content; however, some Content may remain in the Knowledge Capture Services backup files until expiration of such files as governed by enChoice's backup retention practices.

f. Data Protection

The terms Controller, Processor, Data Subject, Personal Data, Personal Data Breach and Processing as used in this clause shall all have the meanings given to them in the Data Protection Legislation.

- a) the Client and enChoice agree and acknowledge that for the purpose of the Data Protection Legislation, the Client is the Controller and enChoice is the Processor. Each Party will, in performing its obligations under this Agreement, comply with all applicable requirements of the Data Protection Legislation.
- b) where enChoice processes Customer's Personal Data pursuant to this Agreement, it will:
 - i. process Personal Data only on the documented instructions of Customer, unless required by law in which case enChoice shall promptly notify Customer of this before performing the required processing (unless those laws prohibit enChoice from notifying Customer on important grounds of public interest). enChoice shall immediately inform Customer if, in enChoice's opinion, its instructions infringe Data Protection Legislation;
 - ii. implement appropriate technical and organizational measures to protect against accidental, unauthorized or unlawful processing, access, copying, modification, reproduction, display or distribution of the Personal Data, and against accidental or unlawful loss, damage, destruction, alteration or disclosure of the Personal Data;
 - iii. maintain the confidentiality of the Personal Data and will not disclose the Personal Data to third parties unless Customer or this Agreement specifically authorizes the disclosure, or as required by law, court or regulator. If a law, court or regulator requires enChoice to process or disclose the Personal Data to a third party, enChoice must first inform Customer of such requirement and give them an opportunity to object to or challenge the requirement, unless the law prohibits the giving of such notice;
 - iv. ensure, and procure, that any personnel engaged and authorized by enChoice to process Personal Data under this Agreement:
 - a. are informed of the confidential nature of the Personal Data;
 - b. have undertaken training on the Data Protection Legislation;
 - c. are bound by written confidentiality obligations and use restrictions in respect of the Personal Data;
 - d. are aware of enChoice's duties and their personal duties and obligations under the Data Protection Legislation and this Agreement; and
 - e. comply with all the commitments and obligations to which enChoice is subject under this clause 4(f).
 - v. provide reasonable assistance to Customer to comply with or respond to any request or complaint from a data subject and in ensuring compliance with Customer's obligations under the Data Protection Legislation with respect to security, breach notification, impact assessments and consultations with any regulatory authority, and in particular enChoice shall promptly notify Customer if it receives any complaint, notice or communication which relates to the processing of Personal Data under this Agreement;
 - vi. notify Customer without undue delay (and in any event within 24 hours) after becoming aware of a Personal Data Breach, such notice to include a description of the nature of the

	Personal Data Breach; the categories of Personal Data and approximate number of data subjects and Personal Data records concerned; the likely consequences of the Personal Data Breach; and a description of the measures taken or proposed to be taken to address the Personal Data Breach, including measures to mitigate its possible adverse effects; vii. on termination or expiry of this Agreement, cease processing and securely delete (or, if specifically requested, return to Customer) all Personal Data relating to the Agreement in enChoice's possession or control and certify to Customer in writing it has done so. If enChoice is required by applicable laws to retain any Personal Data, it will notify Customer in writing of that retention requirement and will continue to process such Personal Data in accordance with this clause 4(f) notwithstanding the termination or expiry of this Agreement; viii. maintain adequate records regarding any processing of Personal Data under this Agreement; and ix. reasonably assist Customer to comply with its obligations under the Data Protection Legislation, considering the nature of enChoice's processing and the information available to enChoice. c) enChoice will inform Customer in advance of the engagement of any subprocessor, or any material change to the obligations of an existing subprocessor, following which Customer will have 30 days to raise any objections and after which period consent will be deemed to have been given. Where Customer raises an objection, the Parties will work together in good faith to resolve this and enChoice will not proceed with the engagement or change until such objection is resolved. d) enChoice and any of its subprocessors must not transfer or otherwise process Personal Data under this Agreement outside the UK or European Economic Area without obtaining Customer's prior written consent. Where such consent is given, enChoice will, and will procure that its subprocessors, comply with all Data Protection Legislation including by implementing an approved data transfer mechanism and completing a transfer risk assessment where required. e) enChoice will ensure that it has written agreements with all of its subprocessors which contain the same level of obligations concerning the processing of Personal Data as enChoice is subject to under this clause 4(f). enChoice will remain at all times responsible for the acts and omissions of its subprocessors as if they were the acts or omissions of enChoice itself.
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5. Changes and Withdrawal of Services

a. enChoice Right to Change Services	at any time and at enChoice's discretion, enChoice may change: a) the Knowledge Capture Services, including the corresponding published descriptions; and b) published data security and privacy documentation for the Knowledge Capture Services. the intent of any change to the above will be to: a) make available additional features and functionality. b) improve and clarify existing commitments; or c) maintain alignment to current adopted operational and security standards or applicable laws. changes will not degrade or otherwise adversely affect the security or data protection features or functionality of the Knowledge Capture Services. changes to the published descriptions or published other documents as specified above, will be effective when published or on the specified effective date. any changes that do not meet conditions specified above will only take effect, and the Client accepts, upon: a) a new order; b) the term renewal date for the Knowledge Capture Services that automatically renew; or c) notification from enChoice of the change effective date for ongoing services that do not have a specified term.
b. Withdrawal of a Service	enChoice will continue to provide withdrawn Knowledge Capture Service for the remainder of the Client's unexpired term or work with the Client to migrate to another generally available enChoice offering. non-enChoice Products may be discontinued at any time if the third party discontinues or enChoice no longer makes available such services.

6. Warranties

a. enChoice Warrants	enChoice warrants that it provides Knowledge Capture Services or enChoice Services using commercially reasonable care and skill and as described in the applicable SDD. these warranties end when the Knowledge Capture Services or other enChoice Services end. these warranties are the exclusive warranties from enChoice and replace all other warranties, including the implied warranties or conditions of satisfactory quality, merchantability, non- infringement, and fitness for a particular purpose.
b. Warranty Limitations	enChoice does not warrant uninterrupted or error-free operation of the Knowledge Capture Services. while enChoice endeavours to provide security measures to keep all data secure, enChoice does not warrant enChoice can prevent all third-party disruptions or unauthorised third-party access. enChoice warranties will not apply if there has been misuse, modification, or damage caused by Client, or Client has failed to materially comply with written instructions provided by enChoice to Client. enChoice makes preview Knowledge Capture Services or Non-enChoice Products under the Agreement as-is, without warranties of any kind. Third parties may provide their own warranties to the Client for Non-enChoice Services.

7. Charges, Taxes, and Payment

a. Charges	the Client's right to use an enChoice Product or Non-enChoice Product is contingent on the Client paying applicable charges as specified in an SDD or applicable agreement under which the Client acquired the entitlements. The Client is responsible to acquire additional entitlements in advance of any increase of its use. the Client agrees to pay all applicable charges specified in a SDD and charges for use in excess of authorisations. charges are exclusive of any customs or other duty, tax, and similar levies imposed by any authority resulting from the Client's acquisitions under the Agreement and will be invoiced in addition to such charges. amounts are due upon receipt of the invoice from enChoice and payable within 60 days of the invoice date to an account specified by enChoice and late payment fees may apply. prepaid enChoice Products or Non-enChoice Products must be used within the applicable period. enChoice does not give credits or refunds for any prepaid, one-time charges, or other charges already due or paid, except as may be specified in an Agreement.
b. Invoicing	enChoice will invoice: a) recurring charges at the beginning of the selected billing frequency term; b) overage and usage charges in arrears; and c) one-time charges upon enChoice's acceptance of an order.

8. Liability and Intellectual Property Protection

a. Limitation of Liability	a) Neither Party shall be liable to the other Party for any indirect or, consequential, damages arising out of or relating to the Services or resulting from this Agreement or any SDD, even if such Party has been advised of the possibility of such damages. b) Subject to section 8(a)(c) below, the aggregate liability of each Party under this Agreement shall not exceed the amounts paid or payable under this Agreement by the Client. c) Nothing in this agreement will exclude or limit enChoice's liability for: a) the Intellectual Property indemnity at clause 8(c) of this Agreement; b) any breach of clause 4(b) of this Agreement (Confidential Information); c) any breach of clause 4(f) of this Agreement (Data Protection); d) any breach of clause 11(c) of this Agreement (Business Conduct); or e) matters for which liability cannot legally be excluded or capped.
b. Claims Not Covered	enChoice has no responsibility for claims based on: a) Non-enChoice Products; b) items not provided by enChoice; or c) any violation of law or third-party rights caused by Content, or any of the Clients materials, designs, or specifications.
c. Intellectual Property and Content	the Client agrees that enChoice retains all proprietary right, title and interest, including copyright and all other Intellectual Property Rights, in and to the Knowledge Capture Services, Knowledge Capture software and source code. This clause does not relate to User Content, which remains the sole property of the Client, or its Group Companies. enChoice grants to the Client and its Group Companies the royalty free, worldwide license and right to use, within the limits of the contract. Except for the foregoing license grant, enChoice or its licensors retain all rights in and to all enChoice technology. enChoice undertakes to defend you from and against any claim or action that the possession, use, development, modification or maintenance of the Knowledge Capture Services or the Knowledge Capture software and source code in accordance with the terms of this Agreement infringes the intellectual property rights of a third party and shall fully indemnify you and hold you harmless from and against any losses, damages, costs (including reasonable legal fees) and expenses incurred by or awarded against you as a result of or in connection with any such claim.

9. Term and Termination

a. Termination of the Knowledge Capture Service

this Agreement commences on the Effective Date and will continue until automatic expiry of the SDD's under this Agreement or unless terminated by either party in accordance with the terms of this Agreement (whichever is earlier) (the "Term"). The Client shall be entitled at the end of the Term of each SDD to extend the Term of the SDD upon notification to enChoice, for a period to be determined by the Client (the "Renewal Term"), subject to enChoice's agreement.

either Party may terminate this Agreement or any SDD upon written notice to the other Party if such other Party becomes insolvent, admits in writing its inability to pay its debts when due, files for bankruptcy, is the subject of involuntary bankruptcy, has a receiver appointed, or has its assets assigned and the same is not stayed or dismissed within sixty (60) days of the filing, appointment, commencement or order thereof.

the Client may terminate:

- a) upon immediate notice if enChoice commits a material breach of this Agreement and, if the breach is capable of remedy, failing to remedy the breach within 30 (thirty) days starting on the day after receipt of notice from the Client giving details of the breach and requiring enChoice to remedy the breach.
- b) Upon immediate notice if enChoice is in breach of any of the following obligations:
 - a) Confidential Information (clause 4(b));
 - b) Data Protection (clause 4(f));
 - c) Business Conduct (clause 11(c)); or
 - d) any information security standards notified by the Client as part of its due diligence requirements from time to time (clause 11(a)).

enChoice may terminate:

- a) if the Client is in breach of any applicable license agreements entered into on behalf of a Customer in respect of an SDD and fails to rectify the breach within 30 (thirty) days of receiving notice from enChoice that the Client is alleged to have breached the relevant agreement, providing the necessary detail to the Client in order to identify the alleged breach;

on termination or expiry of this Agreement:

- a) all rights and obligations of the parties under this Agreement will automatically terminate except for rights of action accruing prior to termination;
- b) all rights and obligations of the parties each SDD will automatically terminate except where the Client has notified enChoice in writing that the SDDs, or any SDD is to continue until it expires or is terminated; and
- c) enChoice can provide transition services as necessary to ensure a smooth handover of the services to Client or Client's nominated third party, subject to Client paying enChoice's then-current charge out rates for such assistance.; and

	d) enChoice will immediately refund to Client any fees paid in advance under this Agreement in respect of which the Knowledge Capture Services have not been used, to be calculated on a pro rata basis from the date of termination. on termination or expiry of an SDD: a) all rights and obligations of the parties under the SDD will automatically terminate except for rights of action accruing prior to termination; b) all amounts due under the SDD for Services performed and Deliverables provided shall continue to be due on their due dates.
b. Suspension of an enChoice Service	enChoice may suspend or limit, to the extent necessary, the Client's use of the Knowledge Capture Services if enChoice reasonably determines there is a: a) material breach of the Client's obligations; b) security breach; c) violation of law; or d) breach of the Acceptable Use Terms. enChoice will provide notice prior to a suspension as commercially reasonable. if the cause of a suspension can reasonably be remedied, enChoice will provide notice of the actions the Clients must take to reinstate the Knowledge Capture Services. If the Client fails to take such actions within a reasonable time, enChoice may terminate the Knowledge Capture Services.
c. Force majeure	neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances, the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 12 weeks, the party not affected may terminate this Agreement by giving 60 days written notice to the affected party.

10. Governing Laws and Geographic Scope

a. Applicable Laws	this Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation. the rights and obligations of each party are valid only in the country of the Client's business address.
b. Compliance with Laws	each party is also responsible for complying with: a) all applicable laws and regulations applicable to its business and Content in performing its obligations under this Agreement, including the Bribery Act 2010 and the Modern Slavery Act 2015; and b) import, export and economic sanction laws, regulations and any applicable jurisdictions that prohibit or restrict the import, export, re-export, or transfer of products, technology, services or data, directly or indirectly, to or for certain countries, end uses or end users.
c. Enforcement and Other Rights	if any provision of the Agreement is invalid or unenforceable, the remaining provisions remain in full force and effect. The Parties will enter into negotiations in good faith to find a replacement for the provision, which is of similar economic effect to both Parties. nothing in the Agreement affects statutory rights of consumers that cannot be waived or limited by contract.

11. General

a. enChoice's Role	enChoice does not undertake to perform any of Client's regulatory obligations or assume any responsibility for Client's business or operations, and the Client is responsible for its use of enChoice Products and Non-enChoice Products. enChoice is acting as an information technology provider only. each party is responsible for determining the assignment of its and its affiliates personnel, and their respective contractors, and for their direction, control, and compensation.
b. KCSA Changes	since this KCSA may apply to many future orders, enChoice may change this KCSA by providing the Client with at least 90 days' notice, provided that such changes do not adversely impact the Client or the use of Services under this Agreement (in which case, this KCSA may only be amended by way of a written variation agreement signed by both parties). KCSA changes are not retroactive. They will only apply as of the effective date to: a) new orders; b) continuous enChoice Products and Non-enChoice Products that do not expire; and c) renewals. for transactions with a defined renewable contract period stated in a SDD, the Client may request that enChoice defer the change effective date until the end of the current contract period. the Client accepts changes by placing new orders, continuing use after the change effective date, or allowing transactions to renew after receipt of the change notice. except as provided in this section and the Changes and Withdrawal of Services section above, all other changes to the Agreement must be in writing and signed by both parties.
c. Business Conduct	enChoice maintains a robust set of business conduct and related guidelines covering conflicts of interest, market abuse, anti-bribery and corruption, and fraud. enChoice and its personnel comply with such policies and require contractors to have similar policies.
d. Assignment	neither party may assign the Agreement, in whole or in part, without the prior written consent of the other. enChoice may assign rights to receive payments. enChoice will remain responsible to perform its obligations. enChoice may share this Agreement and related documents in conjunction with any assignment.
e. Enterprise Companies	this KCSA applies to enChoice and the Client (accepting this KCSA) and their respective Group companies that provide or acquire enChoice Products or Non-enChoice Products under this KCSA.

f. Notices and Administration	all notices under the Agreement must be in writing and sent to the business address specified for the Agreement, unless a party designates in writing a different address. A notice sent by registered post shall be deemed to have been received 48 hours after the time of posting. the parties consent to the use of electronic means for communications as a signed writing. A notice sent by electronic mail shall be deemed to have been received at the time of sending, or if outside of UK Business Hours, at 9am on the next Business Day. any reproduction of the Agreement made by reliable means is considered an original. the Agreement supersedes any course of dealing, discussions, or representations between the parties. where approval, acceptance, consent, access, cooperation, or similar action by either party is required, such action will not be unreasonably delayed or withheld.
g. Cause of Action	no right or cause of action for any third party is created by the Agreement or any transaction under it. neither party will bring a legal action arising out of or related to the Agreement more than two years after the cause of action arose. neither party is responsible for failure to fulfil its non-monetary obligations due to causes beyond its control.
h. Global Resources	enChoice may use personnel and resources in locations worldwide, including contractors, to support the delivery of enChoice Products and Non-enChoice Products. enChoice is responsible for the obligations under the Agreement even if enChoice uses a contractor and will have appropriate agreements in place to enable enChoice to meet its obligations.

The Client:

enChoice UK Limited:

By _____
Authorised signature

By _____
Authorised signature

Title:

Title:

Name (type or print):

Name (type or print):

Date:

Date:

Agreement number: UK-0187