

Venture Systems Group Ltd

Standard Terms of Business

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1. Definitions

Affiliate	means with respect to an entity, any entity that controls, is controlled by, or is under common control with that entity, where “control” means the possession, directly or indirectly, of the power to direct the management and policies of an entity whether through the ownership of voting securities, contract or otherwise.
Business Day	means a day other than a Saturday, Sunday or public holiday in the UK when banks in London are open for business.
Change Request	means a formally documented change to the Services and/or Deliverables set out in the Contract that becomes binding on both parties once signed by both parties.
Client	means the addressee of the Statement of Work, being the entity that is purchasing the Deliverables and Services from Venture.
Client Materials	Means any data, information, text, graphics, templates and any other content in any and all media provided by the Client to Venture for use in connection with the Services and/or incorporation into any Modifications or Deliverables.
Confidential Information	means any business or technical information of Venture or the Client in any form (including any copies and any document which contains, reflects or is derived from Confidential Information) that (i) is designated by the respective party as “confidential” or “proprietary” at the time of disclosure or (ii) due to its nature or the circumstances of its disclosure, the party receiving such information knows or has reason to know that such information should be treated as confidential or proprietary.
Contract	means the contract between Venture and the Client for the supply of the Services and Deliverables which comprises the Proposal, Statement of Work and these Terms.
Data Protection Laws	means any laws in force in the United Kingdom from time to time that relate to data protection, the processing of personal data and privacy, including: (a) the Data Protection Act 2018; (b) the General Data Protection Regulation (EU) 2016/679; and (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003; and references to “Data Subjects”, “Personal Data”, “Process”, “Processed”, “Processing”, “Processor” and “Supervisory Authority” have the meanings set out in, and will be interpreted in accordance with, such laws.
Data Security Incident	means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed.
Deliverables	means the Software and Modifications provided to the Client under the terms of the Contract.



Venture	means Venture System Group Limited (registered in England with company number 13978146) and all related holding companies and subsidiaries.
Venture Software	means the standard software components or modules that are owned by Venture and licensed to the Client under a separate perpetual or subscription basis licence agreement.
Intellectual Property Rights	means any and all intellectual property and/or proprietary rights of any kind, tangible or intangible, now known or hereafter existing, including copyrights, trade secret rights, know how, database rights, trademarks and patent rights, including all registrations and applications in force whether now or in the future in any jurisdiction throughout the world and any other similar rights.
International Transfer	means a transfer to a country outside the European Economic Area (as it is made up from time to time) of Personal Data which is undergoing Processing, or which is intended to be Processed after transfer.
Microsoft	means Microsoft Corporation and/or any of its subsidiaries from time to time.
Modifications	means modifications, additions or customisations to Software that are developed or produced by Venture and provided to the Client hereunder.
Statement of Work	means the agreed Deliverables and Services that Venture will provide.

2. Basis of Contract

- 2.1 The Statement of Work constitutes an offer by Venture to supply the Deliverables and the Services in accordance with these Terms.
- 2.2 The Statement of Work shall be deemed to be accepted when the client signs the Statement of Work, or in the case of public sector frameworks when a customer accepts a bid through such a framework, at which point the Contract shall become effective. Statement of Work acceptance is subject to successful completion of new client take-on procedures, which may include but will not be limited to, a suitable credit check score in respect of the Client. In the event of any inconsistency between the Statement of Work and these Terms, the Statement of Work will prevail unless the Statement of Work is subject to standard public sector framework terms and conditions.
- 2.3 The Contract constitutes the entire agreement between the parties. The Client acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Venture which is not set out in the Contract.
- 2.4 Any samples, drawings, descriptive matter or advertising issued by Venture and any descriptions of the Deliverables or of the Services contained in Venture's marketing literature or website are issued or published for illustrative purposes only. They shall not form part of the Contract or have any contractual force.
- 2.5 These Terms apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

- 2.6 Where the Contract includes the provision of Third Party Software, the Client acknowledges that it shall also be bound by the provisions of the relevant Third Party Software licence.
- 2.7 Venture may refrain from providing the Deliverables and/or carrying out the Services if, in its opinion, they might involve Venture in a breach of any legal, professional or regulatory requirements or if Venture considers that it has not been provided with all relevant information or sufficient funds.
- 2.8 Any quotation given by Venture as part of a Proposal shall not constitute an offer and is only valid for a period of 30 days from its date of issue.

3. Client Responsibilities

- 3.1 The Client will, so far as reasonably practicable:
 - 3.1.1 provide Venture with timely instructions, responses to information requests and all materials necessary or desirable for Venture to provide the Services and/or Deliverables to the Client;
 - 3.1.2 ensure that all information and documentation provided to Venture is complete in all material respects and not misleading;
 - 3.1.3 make at least one identified Client contact available during regular business hours who is authorised to approve a Change Request and provide other information and assistance to Venture;
 - 3.1.4 make available to Venture other Client personnel familiar with the Client's requirements and with the expertise to permit Venture to undertake and complete its obligations under the Contract;
 - 3.1.5 notify Venture promptly of any changes or additions to instructions, information, materials and contact details previously provided by the Client or on the Client's behalf;
 - 3.1.6 remain in contact with Venture, particularly if critical dates are to be met and be available to approve documentation as required;
 - 3.1.7 maintain a proper operating environment for the Software, where appropriate;
 - 3.1.8 provide for all power, environmental requirements, supplies, cabling, communications facilities, and all other equipment and facilities required;
 - 3.1.9 regularly back up all files and data, where appropriate;
 - 3.1.10 provide access to the Client's systems as reasonably requested by Venture; and
 - 3.1.11 obtain and maintain all necessary licences, consents and permissions necessary for Venture to perform its obligations under the Contract.

4. Services and Deliverables

- 4.1 Venture shall provide the Services and the Deliverables to the Client in accordance with the Contract in all material respects.
- 4.2 Venture shall have the right to make any changes to the Services and the Deliverables which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services and/or the Deliverables, and Venture shall notify the Client in any such event.
- 4.3 Unless otherwise agreed, Venture will provide estimates of its fees, costs and delivery dates in the Contract. Venture shall use all reasonable endeavours to meet any performance dates for the Services and the Deliverables specified in the Contract, but any such dates shall be estimates only. The Client understands that:
 - 4.3.1 Venture is not bound by any such estimates and provides Services on a time and materials basis unless otherwise expressly set forth in the Contract;
 - 4.3.2 any such estimates are provided only as a good faith illustration based on information furnished to Venture by the Client; and

4.3.3 if any estimates set forth in the Contract become materially inaccurate, Venture will notify the Client in writing as soon as reasonably possible after Venture becomes aware of such change. In addition, at the Client's request, Venture will update the estimates in the Contract.

- 4.4 If the Client desires to initiate changes to the Services and Deliverables set out in the Contract, it will submit a written request to Venture, setting forth the requested changes and authorisation for Venture to proceed with preparing and issuing a formal written Change Request. Within 5 Business Days of the Client's submission, Venture will provide the Client with a formal written Change Request, setting forth, at a minimum, any changes or additions to the Contract in respect of:
- 4.4.1 the delivery schedule;
 - 4.4.2 the Services and Deliverables; and
 - 4.4.3 the estimated fees.
- 4.5 The Client will accept or reject the Change Request within 5 days after receipt (such consent not to be unreasonably withheld or delayed). A Change Request will be binding only if signed by both parties and, upon execution, such Change Request will be deemed an amendment to the Contract.
- 4.6 The Client may permit the use and benefit of any Software and/or Deliverables to any of its Affiliates without entering into a separate Contract with Venture provided that:
- 4.6.1 Venture will have no obligation to provide any Services or Deliverables directly to that Affiliate;
 - 4.6.2 the Client and its Affiliates are solely responsible for securing any licences necessary to use any Third Party Software;
 - 4.6.3 the Client remains fully responsible and liable to Venture at all times for all acts and omissions of its Affiliates; and
 - 4.6.4 in the event that any such Affiliate is no longer an Affiliate of the Client, any rights which the Affiliate previously had to use and have the benefit of the Software and/or Deliverables shall immediately cease.

5. Communications

- 5.1 The Client authorises Venture to act on instructions given in any manner if Venture reasonably believes that the Client or a person with authority to act on the Client's behalf has given those instructions. Venture may ask for written confirmation of oral instructions.
- 5.2 Not all methods (especially electronic methods) of communication are secure. The Client authorises Venture to communicate electronically with the Client and all third parties on all matters related to the Contract and the Client agrees that Venture will not be liable for any loss or damage arising from the use of any method of communication, including, without limitation, non-delivery of any emails.
- 5.3 Venture monitors communications to and from its systems. Communications (including recorded voice messages) sent to or received from individuals within Venture may be intercepted and recorded by Venture.

6. Fees, Invoicing and Payments

- 6.1 Unless otherwise agreed in the Contract, all amounts payable hereunder will be invoiced monthly to the Client and all invoiced amounts are due and payable by the Client within 30 days of the invoice date unless otherwise agreed in the Contract.
- 6.2 Unless explicitly stated otherwise, all amounts to be invoiced are in GBP and are exclusive of VAT. VAT will be charged in addition to the fees and any relevant expenses at the applicable rate.
- 6.3 Any invoice that is unpaid when due will accrue interest and debt recovery costs on the terms defined in the Late Payment of Commercial Debts (Interest) Act 1998.

- 6.4 If an invoice is not paid by the Client when due, Venture, in addition to any other available remedies, may suspend performance under this Contract until all overdue invoices have been paid. If Venture exercises its right to suspend under this clause 6.4, all times estimated in the Contract for performance or delivery may be extended by the number of days that any payment thereunder is late and any fee estimates may need to be revised to reflect any additional costs incurred by Venture arising from the period of suspension. Venture is not liable for any loss or damage whatsoever incurred by the Client or any associated entity or third party as a result of any suspension in accordance with this clause 6.4.
- 6.5 The Client will review each invoice promptly upon receipt and will notify Venture in writing within 10 Business Days of the invoice date of any dispute as to the amount or validity of that invoice. If the Client fails to timely deliver such notice, the Client will be deemed to have consented to the invoiced charges; provided that, for the avoidance of doubt, the Client's failure to timely deliver the notice will not constitute a waiver of any claims by the Client hereunder with respect to the Services covered by that invoice. Notwithstanding anything else herein, the Client will pay the undisputed portion of any disputed invoice in accordance with clause 6.1.
- 6.6 Where the Contract sets forth the agreed hourly and/or daily rates between the parties for Venture's Services, Venture may increase such rates no more than once in any 12-month period to reflect prevailing market conditions in accordance with its normal business practices, unless otherwise agreed in the Contract. Any such increases will be binding upon the Client.
- 6.7 The Client will pay all reasonable travel, living and other expenses incurred by Venture in performing the Services on the terms set forth in clause 6.1 above. Travel expenses will be billed at cost and travel time will be billed at 50% of Venture's applicable hourly rates for its personnel.
- 6.8 Any advance deposits against fees for Services under the Contract hereto will be applied to the fees invoiced for those Services only.
- 6.9 Save as otherwise expressly provided for in this Contract or required by law, all payments to be made by the Client to Venture under this Contract will be made in full and without any set-off or any deduction or withholding (of any kind) including without limitation on account of any counter claim.
- 6.10 The Client agrees that Venture has the right at any time to withdraw any discount and/or to revise any price quoted if there is a change in the cost to Venture of supplying the Services and/or Deliverables as a result of:
- 6.10.1 any factor beyond the control of Venture (including, but not limited to, exchange rate fluctuations, increases in taxes or duties and third party charges);
 - 6.10.2 any request by the Client to change the delivery date(s), the Services or the Deliverables to be supplied, or any other term within the Contract; or
 - 6.10.3 Venture (acting reasonably) identifying that the scope of the Services to be supplied has been misrepresented by the Client or the Client's needs have changed throughout the duration of the Contract;
 - 6.10.4 any delay of instructions from the Client in respect of the Services and/or Deliverables or failure of the Client to give Venture adequate or accurate information or instructions in respect of the Services and/or Deliverables.
- 6.11 If the Contract price is increased in accordance with clause 6.10, Venture will inform the Client as soon as possible and give the Client the option of reconfirming the Contract at the new price or cancelling the Contract.
- 6.12 Venture endeavours to ensure that all prices on its website, in its marketing materials and its price lists are accurate, but errors may occur. If Venture discovers an error in the price of the Services and/or Deliverables in the Contract, it will inform the Client as soon as possible and give the Client the option of reconfirming the Contract at the correct price or cancelling the Contract.

7. Confidentiality

- 7.1 Confidential Information does not include information that the receiving party can document:
- 7.1.1 was generally available to the public at the time received from the disclosing party or becomes generally available to the public thereafter without breach of this clause 7;
 - 7.1.2 was known to it, without restriction, at the time of disclosure;
 - 7.1.3 is disclosed to the receiving party by a third party who may transfer or disclose such information without restriction; or
 - 7.1.4 was independently developed by it without any use of the disclosing party's Confidential Information.
- 7.2 Each party acknowledges that it may receive or have access to the other party's Confidential Information during the term of the Contract. Each party will maintain the confidentiality of the other party's Confidential Information, will not use such Confidential Information other than to perform its obligations hereunder and will not disclose such Confidential Information to any third party, except for its employees, consultants or advisors who require access to the Confidential Information to perform their obligations to Venture or the Client on the understanding that such information requires to be treated as confidential under the receiving party's obligations.
- 7.3 Further, the restrictions on disclosure of Confidential Information will not apply to the extent disclosure is required by a court, administrative agency or other governmental body with jurisdiction; provided that the receiving party uses diligent efforts to:
- 7.3.1 provide prompt notice of the required disclosure to the disclosing party; and
 - 7.3.2 limit disclosure and obtain confidential treatment for such Confidential Information.
- 7.4 On termination of the Contract, the receiving party will promptly deliver to the disclosing party or destroy all notes, memoranda and all other media and materials containing the disclosing party's Confidential Information and will not retain any copies thereof other than solely for archival, disaster recovery and compliance purposes, which copies will remain wholly subject to this clause 7.
- 7.5 Venture shall be under no duty to disclose to the Client (or take into account in the course of providing the Services) any information acquired by Venture in acting for any other client or any information in respect of which Venture owes a duty of confidentiality to another party.

8. Intellectual Property

- 8.1 Subject to this clause 8, Venture will own all rights, including all Intellectual Property Rights, in and to all Venture Software, Modifications and any data, reports or analyses, tangible or intangible, created or produced by Venture in providing the Services and/or Deliverables, save that upon delivery by Venture and payment in full of all relevant fees by the Client, the Client will own all rights, title and interest in and to any data, reports or analyses delivered under the Contract.
- 8.2 Provided that the Client is not in breach of this Contract and has paid all amounts related to the Modifications due to Venture, Venture hereby grants the Client a perpetual and irrevocable, non-transferable and non-assignable, non-exclusive, royalty-free and fully-paid licence to use, install and execute, reproduce, modify and create derivative works from the Modifications solely for the Client's internal business purposes or as otherwise separately agreed in writing. The Client may not distribute, sub-licence or disclose any such Modifications, other than to any third party that provides technical or other services to the Client and solely and exclusively to provide services for the Client's internal business purposes.
- 8.3 The Client's rights in the Venture Software will be as provided in the applicable Venture licence agreement. Any associated media, printed material and online or electronic documentation for the

Venture Software will be deemed Venture Software hereunder. The Client acknowledges that the Venture Software is licensed to the Client, not sold.

- 8.4 The Client's rights in any Third Party Software and any other data, programs and other materials provided by third parties, regardless of whether or not obtained with the assistance of Venture, will be as provided in the applicable Third Party Software licence agreement and the Client is solely responsible for compliance with such third party agreements and policies. Venture shall have no responsibility or liability to the Client in respect of the Third Party Software and the Client's sole remedy shall be to the Third Party Software provider under the relevant Third Party Software licence agreement.
- 8.5 For the avoidance of doubt, the Client retains all right, title and interest in and to any Client Materials. Venture's ownership rights as set forth above are subject to the Client's underlying rights in and to the Client Materials. The Client hereby grants a fully paid up, perpetual, royalty free licence to Venture to use the Client Materials for the purposes of providing the Services and/or Deliverables.
- 8.6 The provisions of this clause 8 shall continue upon expiration or termination of this Contract.

9. Data Protection and Information Security

- 9.1 Venture may, during the provision of the Services, receive Personal Data relating to the Client, the Client's employees or third parties. Both parties agree to comply with their respective obligations under the Data Protection Laws in respect of Personal Data.
- 9.2 The parties agree that the Client is the Controller of Personal Data and Venture is authorised by the Client to be the Processor of Personal Data.
- 9.3 The Client warrants to Venture that:
 - 9.3.1 it has all necessary rights to authorise Venture to process Personal Data in accordance with this Contract and the Data Protection Laws; and
 - 9.3.2 its instructions to Venture relating to processing of Personal Data will not put Venture in breach of Data Protection Laws, including with regard to International Transfers.
- 9.4 If Venture considers that any instructions from the Client relating to processing of Personal Data may put Venture in breach of Data Protection Laws, Venture will be entitled not to carry out that processing and will not be in breach of this Contract or otherwise liable to the Client as a result of its failure to carry out that processing.
- 9.5 Venture will not engage any third party (other than Microsoft) for the processing of Personal Data without the prior written consent of the Client (such consent not to be unreasonably withheld or delayed).
- 9.6 Where Microsoft appoints a Sub-Processor and provides notice of this to Venture, Venture shall notify the Client.
- 9.7 If Venture appoints a Sub-Processor, Venture will put a written contract in place between Venture and the Sub-Processor that specifies the Sub-Processor's processing activities and imposes on the Sub-Processor substantially similar protective terms to those imposed on Venture in this clause 9. Venture will remain liable to the Client for performance of the Sub-Processor's obligations.
- 9.8 Venture will:
 - 9.8.1 process the Personal Data only on documented instructions from the Client unless Venture or the relevant Sub-Processor is required to process Personal Data to comply with applicable laws, in which case Venture will notify the Client of such legal requirement prior to such processing, unless such applicable laws prohibit notice to the Client. For the purpose of this clause 9, the obligations on

Venture to provide the Services are documented instructions. Nothing in this clause 9 will permit the Client to vary Venture's obligations under this Contract other than in accordance with clause 4.4;

9.8.2 without prejudice to clauses 9.3.2 and 9.4, immediately inform the Client if, in its reasonable opinion, any instruction received from the Client infringes any Data Protection Laws;

9.8.3 ensure that any individual authorised to process Personal Data is subject to confidentiality obligations or is under an appropriate statutory obligation of confidentiality and complies with clause 9.8.1; and

9.8.4 at the option of the Client, delete or return to the Client all Personal Data after the end of the provision of Services relating to processing, and delete any remaining copies. Venture will be entitled to retain any Personal Data which it has to keep to comply with any applicable law or which it is required to retain for insurance, accounting, taxation or other record keeping purposes. This clause 9 will continue to apply to retained Personal Data.

9.9 Venture will only make an International Transfer if:

9.9.1 a competent authority or body of the United Kingdom or the European Commission (as applicable) makes a binding decision that the country or territory to which the International Transfer is to be made ensures an adequate level of protection for processing of Personal Data;

9.9.2 Venture or the relevant Sub-Processor provides adequate safeguards for that International Transfer in accordance with Data Protection Laws, in which case the Client will execute any documents (including data transfer agreements) relating to that International Transfer which Venture or the relevant Sub-Processor requires it to execute from time to time; or

9.9.3 Venture or the relevant Sub-Processor is required to make the International Transfer to comply with applicable laws, in which case Venture will notify the Client of such legal requirement prior to such International Transfer unless such applicable laws prohibit notice to the Client on public interest grounds.

9.10 Venture will:

9.10.1 implement appropriate technical and organisational measures in respect of the Personal Data to protect against the unauthorised or unlawful processing, accidental loss of or destruction or damage to such Personal Data;

9.10.2 notify the Client without undue delay after becoming aware of a Data Security Incident;

9.10.3 provide reasonable assistance to the Client (at the Client's cost) in complying with its obligations under the Data Protection Laws relating to the security of processing Personal Data; responding to requests for exercising Data Subjects' rights under the Data Protection Laws; documenting any Data Security Incidents and reporting any Data Security Incidents to any Supervisory Authority and/ or Data Subjects; and conducting privacy impact assessments of any processing operations and consulting with Supervisory Authorities, Data Subjects and their representatives accordingly.

9.11 Venture will:

9.11.1 make available to the Client all information necessary to demonstrate compliance with the obligations set out in this clause 9; and

9.11.2 allow for and contribute to audits, including inspections, conducted by the Client or another auditor mandated by the Client, provided that the Client gives Venture at least 30 days' prior written notice of each such audit and that each audit is carried out at the Client's cost, during business hours, so as to cause the minimum disruption to Venture's business and without the Client or its auditor having any access to any data belonging to a person other than the Client or confidential information of a third party. Any materials disclosed during such audits and the results of and/or outputs from such audits will be deemed to be Confidential Information of Venture and the provisions of clause 7 will apply to them.

10. Term and Termination

- 10.1 This Contract shall take effect from the date of signature of a Statement of Work by the client and will continue until terminated in accordance with this clause 10.
- 10.2 The licence to any Software delivered under the Contract that is perpetual in nature will become effective upon payment in full of the licence fees as set forth in the Contract and will continue in accordance with the terms of the applicable licence agreement.
- 10.3 If the Client notifies Venture that it requires to temporarily suspend the Services and Deliverables under the Contract for a period of more than five (5) Business Days, Venture will invoice and the Client will remit to Venture an amount equal to the sum of:
- 10.3.1 Venture's fees for the Services it expected to perform in the 15 Business Days immediately following the notification of such a suspension;
 - 10.3.2 reimbursement for any third-party charges incurred under the Contract and already paid or due and owing by Venture; and
 - 10.3.3 the cost of any non-cancellable commitments or expenses already incurred by Venture under the Contract.
- 10.4 The Contract may be terminated by either party, without cause, upon giving not less than 30 days' written notice to the other party at any time after completion of any agreed in writing minimum Contract period or, if no minimum Contract period is specified, at any time.
- 10.5 Without affecting any other right or remedy available to it, either party may terminate the Contract (in whole or in part) with immediate effect by giving written notice to the other party if:
- 10.5.1 the other party breaches any term or condition of this Contract and such breach is not cured within 14 days following written notice from the party specifying the breach;
 - 10.5.2 the other party repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;
 - 10.5.3 the other party becomes unable to pay its debts as they fall due or becomes the subject of insolvency proceedings or calls any meeting of its creditors;
 - 10.5.4 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 10.6 Unless otherwise provided in the Contract, the Client may terminate the Contract up to ten (10) Business Days prior to commencement of Venture's Services thereunder provided that, on such a termination, the Client will remit to Venture an amount equal to the sum of:
- 10.6.1 Venture's fees for the Services it expected to perform in the first twenty (20) Business Days;
 - 10.6.2 reimbursement for any third-party charges incurred under the Contract and already paid or due and owing by Venture; and
 - 10.6.3 the cost of any non-cancellable commitments or expenses already incurred by Venture under the Contract.
- 10.7 If the Contract is terminated less than ten (10) Business Days prior to the commencement of Venture's Services, the Client will remit to Venture an amount equal to 50% of Venture's estimated fees for Services under the Contract together with the other amounts listed above at 10.6.2 and 10.6.3.
- 10.8 Notwithstanding anything to the contrary above, the Client will not be entitled to terminate the Contract with respect to third-party software already ordered by Venture from any third party vendor(s) on the Client's behalf. In the event of any termination by the Client of the Contract under this clause 10, Venture will use reasonable commercial efforts to reallocate its resources and

terminate or modify any outstanding third-party commitments and will pass any such savings on to the Client.

- 10.9 Without affecting any other right or remedy available to it, Venture may terminate the Contract with immediate effect by giving written notice to the Client if the Client is a customer of Microsoft and for any reason Microsoft terminates the Client's status as a customer of Microsoft.
- 10.10 Within 30 days after expiry or termination (for any reason) of this Contract, the Client will:
 - 10.10.1 pay for all Services performed and Deliverables provided by Venture up until the effective termination date of the Contract; and
 - 10.10.2 reimburse Venture for any non-cancellable commitments incurred by Venture to date in connection with the Contract, as applicable.
- 10.11 Promptly following termination of the Contract, except as set forth herein or separately agreed, each party will return to the other party its Confidential Information and other property in the first party's possession or control.
- 10.12 Provided that the Client has paid all applicable licence fees related to any Software that is perpetual in nature, the licence(s) to such Software will survive termination of the Contract in accordance with the terms of the applicable licence agreements.
- 10.13 Where the Contract includes licences to Software that are on a subscription basis, the Client's right to use such Software shall cease immediately upon termination of the Contract.
- 10.14 Any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination shall not be affected or prejudiced.
- 10.15 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of this Contract shall remain in full force and effect.

11. Representations and Warranties

- 11.1 Venture warrants and represents that it will provide the Services and Deliverables in a professional manner using reasonable skill and care and in accordance with generally accepted industry standards.
- 11.2 Venture warrants and represents that the Venture Software is proprietary to Venture and that it has the right to license all IP Rights in and to the Venture Software to the Client.
- 11.3 Subject to the terms herein, Venture warrants to the Client that the Venture Software and Modifications will perform substantially in accordance with the specifications contained in the Contract for a period of 30 days after delivery to the Client (the "Warranty Period"); provided that the Venture Software and Modifications are used only on the equipment and in the environment for which they were respectively designated and configured and further provided that Venture will have no responsibility for problems or errors resulting from Third Party Software or from incompatibility of the Venture Software or Modifications with any Third Party Software where the use thereof is not specified in the Contract. This limited warranty is given to the Client only and may not be transferred to any other person. Except as specifically set forth in the Contract, Venture does not warrant that the Software, Modifications and/ or Deliverables will meet the Client's requirements or perform continuously without error.
- 11.4 Venture does not provide any warranty in relation to Third Party Software. All Third Party Software provided under this Contract is licensed directly to the Client by the manufacturer of such Third Party Software, and the Client will receive warranties, if any, for Third Party Software as provided by the licensors, manufacturers or vendors thereof. Venture will not be liable for any errors or defects in any Third Party Software or for any non-performance thereof. Any claim based on, related to or

arising out of the use of any Third Party Software will be governed exclusively by the terms of the Client's agreement with that third party.

- 11.5 The warranties set forth in this clause 11 are in lieu of and exclude (to the fullest extent permitted by law), any and all other representations, conditions and warranties with respect to the Services or Deliverables, whether expressed or implied by statute, common law or otherwise, oral or written, including any warranty or condition of merchantability, satisfactory quality, fitness for a particular purpose, compatibility with other software products or non-infringement.
- 11.6 The Client represents that it has and will maintain or will acquire sufficient quantities of fully valid licences (e.g. software licences, client access licences, subscription agreements for cloud-based software and/ or service plans) for all Third Party Software to fully support its requisite number of users thereof under the Client's agreement with Venture and/ or the Third Party Software licensor.
- 11.7 Venture's warranties and obligations under the Contract will be null and void if the Client or any third party uses, improperly installs and/or modifies the Services or Deliverables in any manner other than as authorised by Venture.

12. Remedies and Limitation of Liability

- 12.1 Either party's breach of its obligations under clauses 7 or 8 or the Client's breach of any restriction on its use, copying or transfer of Software under this Contract would irreparably injure the other party, which could not adequately be compensated by monetary damages. Accordingly, each party may seek and obtain injunctive relief from the breach or threatened breach of such provisions in addition to and not in limitation of any other legal remedies.
- 12.2 Venture's sole liability and the Client's sole and exclusive remedies under Venture's limited warranty in clause 11.3 above are as follows: if notified by the Client in writing of a problem during the Warranty Period, Venture will use all commercially reasonable efforts at no charge to repair or replace each item of Venture Software and/or Modifications to make the item operate as warranted; provided that, if Venture is unable to make the affected item operate as warranted within a reasonable time, Venture, at its sole option, may instead refund to the Client the licence or other fees paid by the Client to Venture for the non-conforming item to the extent paid by the Client.
- 12.3 Further to clause 11.4, the Client's sole remedy with respect to Third Party Software will be to the licensor, manufacturer or vendor of such software and as provided in the agreement between the Client and such third party. The Client acknowledges and agrees that it shall have no remedy against Venture (and Venture shall have no liability to the Client) in respect of the Third Party Software.
- 12.4 For the purposes of this Contract, a Force Majeure Event means an event beyond the reasonable control of Venture including but not limited to strikes, industrial action, failure of a utility service or transport network, act of God, war, riot, malicious damage, act of terrorism, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors. Neither party will be liable for any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event. The affected party will promptly inform the other party of any Force Majeure Event, and either party may require a renegotiation of the details set forth in the Contract. If a Force Majeure Event continues for more than 30 days, either party may terminate the Contract.
- 12.5 No action, regardless of form, relating to or arising out of the Services under this Contract may be brought by either party more than two years after the date of completion of the Services.
- 12.6 Neither party will be liable to the other party for any loss of profits (except in the case of the Client's liability, in respect of any profit element within any fees that would have become due to Venture if the Contract had been properly performed in accordance with its terms by the Client), loss of revenue, loss of anticipated savings, loss of goodwill, loss of or corruption of or damage to any data

(in each case whether those losses are direct or indirect) or for any indirect, consequential, special or punitive damages incurred or suffered by the other party in any circumstances.

- 12.7 Subject to the following sentence and clause 12.3, Venture's total liability to the Client under this Contract, whether arising in contract, tort or otherwise, will be limited to the total monies paid or payable under the Contract. Nothing in this clause 12 or elsewhere in the Contract shall exclude or limit either party's liability for death or personal injury resulting from negligence, or in relation to any claim based on fraud, or in relation to any claim for breach or misuse of Intellectual Property Rights or Confidential Information, or a breach of the obligations imposed by s12 Sale of Goods Act 1979 or s2 Supply of Goods and Services Act 1982, or for any claim under a party's indemnification obligations under this Contract or in respect of any liability which cannot be limited or excluded by law.
- 12.8 Venture shall not be liable under or in connection with this Contract, whether for any delay or failure to provide any Services and/or Deliverables or otherwise, caused by:
- 12.8.1 any act or omission of the Client which is contrary to its obligations under the Contract;
 - 12.8.2 any failures of any third parties to provide Third Party Software; and/or
 - 12.8.3 any disruption to the Client's system which occurs while any Software or Modifications are being installed.
- 12.9 The Client acknowledges that Venture cannot select Software on its behalf and that Venture shall have no liability in respect of the suitability of any selected by the Client. In the event that any such advice was provided to the Client by Venture, the Client acknowledges that advice was not intended to be relied upon and was provided as is without any warranty of any kind from Venture and shall have no liability in relation thereto.
- 12.10 Venture shall not be liable for defects in Software resulting from abnormal conditions of use or any act, neglect or default of the Client or any third party.
- 12.11 Except as expressly and specifically provided in the Contract, the Client assumes sole responsibility for results obtained from the use of the Software and/or Services by the Client, and for conclusions drawn from such use. Venture shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Venture by the Client in connection with the Services and/or Deliverables, or any actions taken by Venture at the Client's direction.

13. Indemnification

- 13.1 Venture will indemnify, defend and hold the Client (and its officers, directors and employees) ("Client Indemnitees") harmless from and against any and all claims, losses, liabilities, damages, costs and expenses sought or otherwise claimed by a third party (including reasonable legal fees incurred by the Client in connection therewith) (each, a "Third Party Claim") to the extent arising out of an allegation that any Venture Software and/or Modifications provided to the Client hereunder infringes on any copyright, patent or other proprietary right of any third party or misappropriates any trade secret of a third party (each, an "Infringement Claim").
- 13.2 If an Infringement Claim results in the Client's use of any Venture Software and/or Modifications being enjoined or otherwise precluded, Venture, at its sole option, will
- 13.2.1 replace the affected Venture Software and/or Modifications with a compatible, functionally-equivalent and non-infringing product;
 - 13.2.2 modify the Venture Software and/or Modifications to create compatible, functionally-equivalent and non-infringing Venture Software and/or Modifications; or
 - 13.2.3 obtain a licence for the Client to continue to use the affected Venture Software and/or Modifications. Provided that, if none of the foregoing is commercially practicable as determined by Venture, the Client's licence or other right to use the affected Venture Software and/or Modifications

will terminate and Venture will refund the fees paid by the Client for the relevant Venture Software and/or Modifications.

- 13.3 Venture's performance of its obligations under this clause 13 represents the Client's sole remedy and Venture's total liability and full obligation to the Client with respect to any Infringement Claim, and the Client will have no other claims against Venture in connection with or as a consequence of any such Infringement Claim.
- 13.4 Venture will have no obligation hereunder for any Infringement Claim which arises by reason of:
- 13.4.1 the modification of or the misuse of any Venture Software and/or Modifications by the Client or a third party;
 - 13.4.2 the combination, operation or use of any Venture Software and/or Modifications by the Client or a third party with equipment, software or data not supplied by Venture if an Infringement Claim would not have occurred but for such combination, operation or use; or
 - 13.4.3 the Client's failure to use any updated or modified Venture Software and/or Modifications provided by Venture to avoid an Infringement Claim.
- 13.5 The Client will defend, indemnify and hold harmless Venture (and its officers, directors and employees) ("Venture Indemnitees") from and against any and all Third Party Claims to the extent arising out of:
- 13.5.1 the Client's installation of Third Party Software without Venture's assistance; or
 - 13.5.2 any allegation that Venture's use of the Client Materials infringes on any copyright, patent or other proprietary right of any third party or misappropriates any trade secret of a third party (each, a "Client Infringement Claim").
- 13.6 The Client's performance of its obligations under this clause 13.6 represents Venture's sole remedy and the Client's total liability and full obligation to Venture with respect to any claim or demand described under this clause 13.6 and Venture will have no other claims against the Client in connection with or as a consequence of any Client Infringement Claim. The Client will have no obligation hereunder for any Client Infringement Claim which arises by reason of:
- 13.6.1 the modification or misuse of any Client Materials by Venture;
 - 13.6.2 the combination, operation or use of any Client Materials by Venture with equipment, software or data not supplied by the Client if a Client Infringement Claim would not have occurred but for such combination, operation or use; or
 - 13.6.3 Venture's failure to use updated or modified Client Materials provided by the Client to avoid a Client Infringement Claim.
- 13.7 The indemnified party will provide prompt written notice of any Third Party Claim subject to indemnity to the indemnifying party; provided that failure to give such notice will not reduce the indemnifying party's obligations under this clause 13 except to the extent that the indemnifying party is prejudiced thereby. The indemnifying party will control the defence and settlement of any Third Party Claim hereunder; provided that the indemnified party may participate in the defence and settlement of such Third Party Claim with its own counsel at its own expense. The indemnified party will provide all reasonable cooperation and assistance requested by the indemnifying party in the defence and settlement of any Third Party Claim at the indemnifying party's expense. The indemnifying party will not be responsible for any costs incurred or compromise made by the indemnified party without the indemnifying party's prior written consent. The indemnifying party may not enter into any settlement that imposes a financial obligation on or otherwise materially adversely impacts the indemnified party without the indemnified party's prior written consent.

14. Personnel

- 14.1 Venture personnel performing Services for the Client under this Contract may perform similar services for other clients during or after the Contract expires or completes. Venture will make reasonable efforts to honour specific requests of the Client regarding the assignment of Venture personnel; however, Venture reserves the sole right to make and change all such assignments. On receipt of a written request by the Client detailing lawful reasons for removal of any Venture personnel, Venture will promptly withdraw or replace such personnel at no additional cost to the Client.
- 14.2 Venture will use diligent efforts to provide personnel in accordance with the estimates and schedules provided to the Client in the Contract. Should any personnel be unable to perform scheduled Services because of illness, resignation or other causes beyond Venture's control, Venture will promptly replace such unavailable personnel and familiarise and/ or train such replacement personnel as necessary at no cost to the Client.

15. Non-Solicitation

- 15.1 During the term of the Contract and for 12 months thereafter, neither party, directly or indirectly, will solicit for employment or for engagement as an independent contractor, or encourage leaving its employment or engagement, any employee or independent contractor of the other party known to the soliciting party solely through this Contract. For the avoidance of doubt, general public advertisements for employment or engagement and any individual's response thereto will not be deemed a violation of this clause 15. Any breach of this clause 15 would damage the other party in an amount difficult to ascertain with certainty; therefore, on any breach hereunder, the breaching party will pay to the other party an amount equal to the annual compensation (with the non-breaching party) of the applicable employee or independent contractor.

16. Publicity

- 16.1 Venture may refer publicly to the Client's name as a client of Venture, provided Venture does not disclose any information which is confidential to the Client.
- 16.2 With the Client's prior written consent, unless and to the extent that the Contract has been the subject of a press or other public announcement approved by the Client, Venture may use the Client's name in describing or promoting Venture's services on its website and in its marketing materials or other documents listing Venture's qualifications, experience and companies for which Venture has provided professional services. The Client also acknowledges its willingness to discuss participation in case studies with Venture upon request, subject always to the Client receiving and approving the final version of any and all such materials prior to public release.

17. Complaints

- 17.1 If at any time the Client is dissatisfied with Venture's service, the Client should raise this with the project manager responsible for the work concerned and/or the named contact in the Statement of Work. If the Client would prefer not to do that or if the Client considers that the matter has not been satisfactorily resolved, the Client should address a letter to the Consulting Director of Venture. Venture makes all efforts to deal with any complaints as speedily as possible in accordance with its defined and documented complaint handling process.

18. Variation, Severability and Waiver

- 18.1 These Terms may be varied by Venture at any time on giving the Client adequate notice in writing (including by e-mail).

- 18.2 If and in so far as any part or provision of these Terms is or becomes void or unenforceable, it shall be deemed not to be, or never to have been or formed, a part of the Terms and the remaining provisions shall continue in full force and effect.
- 18.3 The failure of either party to exercise or enforce any right conferred on that party by these Terms shall not be deemed to be a waiver of any such right or operate to bar the exercise or enforcement thereof at any time or times thereafter.

19. Assignment

- 19.1 Either party may assign this Contract in its entirety, whether by operation of contract, law or otherwise, to any entity that acquires control of the assigning party, whether by merger, sale or otherwise, and Venture, on written notice to the Client, may assign this Contract in its entirety to any of its Affiliates. Any other assignment of the Contract will require the prior written consent of the other party, which will not be unreasonably withheld or delayed.

20. Third Party Rights

- 20.1 The parties hereto are independent of each other, and no agency, partnership, joint venture or employer-employee relationship is intended or created by this Contract and, save to the extent expressly set out in the Contract, these Terms are not intended to create, nor shall they create any rights, entitlement, claims or benefits enforceable by any person that is not a party to them. The parties do not intend that any term of this Contract will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person.

21. Law

- 21.1 Venture's appointment and the provision of Services and/or Deliverables under the Contract are governed by the laws of England and Wales, and the Client agrees that the England and Wales courts' will have non-exclusive jurisdiction in any dispute or other matter relating to them.

NCE License Subscription terms

22. Interpretation

- 22.1 The following definitions apply in these NCE Subscription Terms.

Cap: is the total monthly volume of Microsoft services which the **Client** is permitted to use.

Consumption Subscriptions: refers to the licences that are billed based on actual usage in the preceding month.

Customer Agreement: the Microsoft customer agreement, which is a direct agreement between the Client and Microsoft and is a condition of Cloud Solution Provider Program that the Client enters into this agreement, the terms of which are found at <https://www.microsoft.com/licensing/docs/customeragreement> and which may be updated from time to time (any such updates shall continue to form part of the Customer Agreement).

Minimum Users: the minimum users as provisioned from time to time.

Online Service: any of the Microsoft-hosted online services subscribed to by **Client**.

Subscription(s): the purchase of a **Subscription Service**.

Third Party Distributor: the third party who sells the **Product(s)** to the **Client** or the **Supplier** (as the case may be).

- 22.2 In the event of conflict with the terms of these NCE Subscription Terms and the Master Services Agreement (if applicable), the provisions in these NCE Subscription Terms shall take precedence and in the event of a conflict with the terms of these NCE Subscription Terms and a Statement of Work, the provisions of the Statement of Work shall take precedence over these NCE Subscription Terms.

23. Service Provision

- 23.1 By submitting an order for NCE Subscription Services, the Client (i) represents that any subscription commitments and requirements disclosed are complete and accurate in all respects; (ii) agrees to pay the Supplier for all orders it submits for Products and the Subscription Services; (iii) agrees to the terms of these Standard terms of Business and the Statement of Work.
- 23.2 By placing an order with the Supplier, the Client represents and warrants that the Client has accepted the Customer Agreement.
- 23.3 Once an order for a Subscription Services has been accepted by the Supplier:
- a) subscriptions shall continue for the duration of the Term and any Subsequent Term unless terminated in compliance with the Statement of Work or these Standard Terms of Business
 - b) adjustments may only be made to increase the Minimum Commitment and not decrease below any current Minimum Commitment provisioned as more fully set out in these Standard Terms of Business and the Statement of Work (as applicable to the NCE Subscription Services).

24. Client's obligations

- 24.1 The Client agrees and acknowledges to adhere to the terms of the Customer Agreement which govern the use of the Subscription Services and the Online Services.

25. Fees

25.1 Fixed Term Subscriptions.

- a) Products sold under fixed term Subscriptions are sold for a term as specified in the Statement of Work. The Statement of Work shall specify if such Subscriptions are to be billed on a monthly or annual basis.
- b) Any subsequent adjustments to annual Subscriptions (e.g. adding users) made mid-billing cycle will be invoiced and paid at the time of placing the order.
- c) Any subsequent adjustments to monthly Subscriptions (e.g. adding users) made mid-billing cycle will be calculated and post-billed at the subsequent invoice.

25.2 For all Consumption Subscriptions, the Client agrees and acknowledges that:

- a) Consumption Subscriptions do not expire unless cancelled. Consumption Subscriptions can be cancelled in accordance with the Customer Agreement and any usage before a transfer to another provider is in effect will be billed in the next scheduled invoice date.
- b) Consumption Subscriptions will be billed at the next billing cycle and will include all usage from the prior month. Pricing will be based on the pricing effective during the current billing cycle except when prices decrease or increase. The unit price for an Online Service sold on a consumption basis may change during the subscription period.
- c) it shall pay all such usage and is responsible for monitoring its consumption needs.

- d) the Client further acknowledges and accepts that the Supplier may establish or install a technical lock or barrier (the "**Barrier**"), which prevents the Client from utilisation of a Product in excess of the Cap.
- e) for the avoidance of doubt, if, in spite of paragraph (d) the Client utilises a Product in excess of the Cap, the Client shall pay to the Supplier fees and other expenses in accordance with its actual use. Any dysfunction or non-use of the Barrier shall not release the Client from paying fees and costs in accordance with its actual utilisation of a Product. The Supplier has no responsibilities with regards to preventing the Client from utilisation in excess of the Cap.

25.3 Subject to paragraph 25.4 below, the Fees may increase on an annual basis with effect from each anniversary of the date of the Statement of Work in line with the percentage increase in the Retail Prices Index in the preceding twelve (12) month period.

25.4 For the avoidance of doubt, the Supplier may increase any fees related to the Subscription Services in line with any increases imposed upon the Supplier by Microsoft or Third-Party Distributor upon 30 days' notice and in line with the terms of the Customer Agreement. Notwithstanding the foregoing: (i) the prices for Products may change without notice; and (ii) the Supplier will not be required to provide any prior notice before the effectiveness of a decrease or increase in Product Fees that relates to a currency fluctuation event.

25.5 The Supplier may change credit or payment terms for unfilled orders if, in the Supplier's reasonable opinion, the Client's financial condition, previous payment record, or relationship with the Supplier merits such change.

26. Intellectual Property

26.1 The Client acquires only such limited rights to use the Products as is explicitly described in the Customer Agreement. Any use by the Client of these rights beyond the scope permitted by the Customer Agreement shall constitute a material breach hereof.

26.2 The Supplier is not liable for defects in, or delays related to the Products.

26.3 For the avoidance of doubt, if a claim for infringement concerns the Product, the separate terms and conditions of the Customer Agreement shall apply and is a separate action between the Client and Microsoft.

27. Limitation of liability

27.1 For the avoidance of doubt, the terms set out in the Customer Agreement govern the rights and responsibilities of the Client and Microsoft in relation to the use of the Subscription Services and Online Services and the Supplier excludes any and all liability in relation to the use of the Products. All other services which fall outside the Subscription Services and Online Services are governed by the terms of the Agreement and shall take precedence over the terms of the Customer Agreement should any conflict arise over the use of such services.

27.2 Notwithstanding anything, to the contrary in the Agreement, the Client shall indemnify the Supplier from and against any claims, including but not limited to claim for license fees that directly or indirectly arises from the Client's use of the Subscription Services or reporting under the Agreement.

28. Term & Termination

28.1 The Client's perpetual licences and licences granted on a subscription basis will continue for the duration of the subscription period(s), subject to the terms of these NCE Subscription Terms and the Statement of Work (as applicable). THE CLIENT SHALL REMAIN LIABLE FOR ANY AND ALL PAYMENTS DUE IN RESPECT OF THE LICENCES UNTIL THE END OF THE RESPECTIVE SUBSCRIPTION PERIOD.

- 28.2 Termination of the licences will not affect any other Services provided under these NCE Subscription Terms or the Agreement.
- 28.3 The Supplier shall not be liable whatsoever to the Client following any termination or suspension of the Subscription Services for legal, regulatory or any other reason reasons by Microsoft or the Third-Party Distributor.
- 28.4 The Supplier may terminate the NCE Subscription Services immediately on giving written notice to the Client if:
- a) payment of any amount due from the Client under these NCE Subscription Terms is overdue by 15 Business Days or more provided that the Supplier has given the Client 15 days' written notice of such failure to pay.
 - b) upon termination by Microsoft or the Third-Party Distributor of the licence(s); and/or
 - c) in accordance with the Customer Agreement.
- 28.5 On termination of the Agreement for any reason:
- a) the Client shall pay all outstanding sums owing to the Supplier up to and including the date of termination.
 - b) all licences granted under the Agreement will terminate immediately except for fully paid, perpetual licences.
 - c) for metered Products billed periodically based on usage, the Client must immediately pay for unpaid usage as of the termination date; and
 - d) if Microsoft is in breach, and the Client is entitled, the Client will receive a credit for any Subscription Services fees, including amounts paid in advance for unused consumption for any usage period after the termination date.

