

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (the “Agreement”) is made and entered into by the Client and the Supplier (each a “Party” and collectively known as “Parties”) on the acceptance by the Client of a Statement of Work.

WHEREAS

- a The Supplier is experienced in the provision of IT services and software and hardware products including design, development and support services for IT systems.
- b The Parties wish to enter into an arrangement with each other for the provision of Goods and Services by the Supplier to the Client, on the terms and conditions of this Agreement.
- c The Client acknowledges that the terms of this Agreement prevail over any of the Client’s own standard terms and conditions, whether set out in the Client’s own standard order form or otherwise.

IT IS HEREBY AGREED as follows:

1. Definitions and Interpretation

- 1.1. Within this Agreement (including any Statement of Work and Schedules) the following terms shall have the meanings set forth below

“**Business Day**” means a day (other than a Saturday or Sunday) on which banks are generally open in Scotland for the transaction of normal banking business;

“**Client**” means any person or organisation with whom the Supplier enters into the Agreement for the provision of Goods or Services through a Statement of Work.

“**Commencement Date**” shall mean the date upon which Services shall commence, as set out in the relevant Statement of Work;

“**Completion Date**” shall mean the date upon which Services shall be completed, as set out in the relevant Statement of Work;

“**Confidential Information**” means the trade secrets, confidential or sensitive information or knowledge and know-how including the confidential financial, trade, customer, product, transaction, system and processing information and data of the relevant Party;

“**Control**” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a corporation, whether through the ownership of voting securities, by contract, or otherwise and derivative terms thereof (including “Controlling”, “Controlled by” and “under common Control with”) shall also bear such meaning as aforesaid. For the purpose of this definition, the holding of an interest of more than fifty (50) per cent of the equity share capital of the relevant corporation shall be deemed to be “Control” of the corporation;

“**Data Protection Legislation**” means all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation: (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to

data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK).

“Deliverables” means the specific items to be delivered pursuant to the Services, as set out in a Statement of Work signed by the Parties;

“Event of Force Majeure” means Acts of God, explosions, war or threat of war, terrorism or threat of terrorism, actions of the armed forces or government agencies pursuant to war, terrorism or threats thereof, fire, flood, adverse weather conditions, labour disputes, strikes, lockouts or other industrial actions irrespective of where such events occur, shortage of materials or services, detention or holding of goods by any customs authorities or any national or international airworthiness authority, riots or civil commotion, sabotage, earthquakes and natural disasters, acts, omissions, restrictions, regulations, prohibitions or measures of any governmental, parliamentary or local authority;

“Fee” and “Fees” means the amount payable by the Client to the Supplier pursuant to the delivery of the Services and/or the supply of Goods, as set out in the relevant Statement of Work signed by the Parties;

“Goods” means Hardware Goods and/or Software Goods;

“Group” means, in respect to each Party, the Party and any holding company of the Party or subsidiary of the Party and “member of its Group” shall be construed accordingly

“Hardware Goods” means any Third Party Supplier computer hardware equipment sold by the Supplier to the Client.

“Intellectual Property Rights” means patents, trade-marks, service marks, rights in logos, rights in get-up, trade names, internet domain names, rights in designs, software, copyright (including rights in computer software) and moral rights, database rights, semi-conductor topography rights, utility models, processes, rights in know-how and other intellectual property rights, in each case whether registered or unregistered, and all rights or forms of protection having equivalent or similar effect anywhere in the world and registered includes registrations and applications for registration;

“Milestone” means, in respect of a Deliverable or Service, a date for delivery as set out in the relevant Statement of Work;

“Price” has the same meaning as “Fee” and “Fees”;

“Requirements Specification” means the written technical description for the Deliverables as set out in the Statement of Work;

“Services” means the services to be supplied by the Supplier to the Client pursuant to this Agreement and each Statement of Work signed by the Parties, and which for the avoidance of doubt excludes Goods;

“Software Goods” means any Third Party Supplier software licences or subscriptions sold by the Supplier to the Client;

“Statement of Work” means a document which sets out the following: (i) any one or more of: specific Services, Deliverables and Goods; (ii) Milestones (if any); and (iii) Fees, as agreed from time to time between the Parties;

“Supplier” or “Bridgeall” means Bridgeall Limited (a company incorporated in Scotland with registration number SC241713) whose registered office is at 255 St.Vincent Street, Glasgow, G2 5QY.

“Supplier Rights” means all Intellectual Property Rights accrued, vested in or controlled by the Supplier as at the Commencement Date, including for the avoidance of doubt the Intellectual Property rights in any material licensed to the Supplier by a third party;

“Third Party Supplier” means any third-party manufacturer or supplier of Hardware Goods or Software Goods;

“User Acceptance Testing” means any testing carried out by the Client to verify that the Deliverables meet the Requirements Specification.

1.2. In this Agreement, unless the context otherwise requires:

- a references to Schedules are to be construed as references to any schedules to this Agreement and references to this Agreement include its Schedules;
- b words importing the singular include the plural and vice versa, words importing a gender include every gender;
- c references to a person shall be construed as including references to an individual, firm, issuer, corporation, unincorporated body of persons or any state or any agency thereof;
- d any reference to a statutory provision shall include such provision and any regulations made in pursuance thereof as from time to time modified or re-enacted; and
- e headings are for convenience of reference only and shall not affect the interpretation of this Agreement.

1.3. Any Statement of Works which are expressed to be entered into pursuant to this Agreement and which are signed by the Parties shall be part of the Agreement.

1.4. As between this Agreement and any Statement of Work, this Agreement shall prevail in the event of any conflict, except where;

- a any provision in a Statement of Work is expressly stated to vary or amend this Agreement (in which case the variation in a Statement of Work to this Agreement shall operate only in relation to such Statement of Work); or
- b this Agreement expressly contemplated in relation to such provision that the Statement of Work may provide otherwise.

2. **Term**

2.1. This Agreement shall take effect on the Effective Date and shall continue to be in force until terminated in accordance with the provisions of clause 10.

3. **Provision of Goods and Services**

3.1. The Supplier agrees to provide the Goods and/or Services to the Client in exchange for the Fees and in accordance with the terms and conditions of this Agreement.

3.2. The Goods, Services, Deliverables, Milestones (if any) and Fees shall be determined as follows:

- a If the Client desires specific Goods and/or Services, it will notify the Supplier in writing, setting out:

- i a description of the desired Goods and/or Services, provided in an initial Requirements Specification, with sufficient detail to allow the Supplier to provide a Price, submitted in a Statement of Work;
 - ii the applicable time-frame for delivery of the Goods, Services and any Deliverables; and
 - iii where appropriate, an indication of the desired budget.
 - b Upon receipt of the notice from the Client pursuant to clause 3.2, the Supplier shall review the request and send a Statement of Work to the Client, which sets out the proposed Fees as well as any other relevant information in respect of the requested Goods, Services and Deliverables. If the Supplier is unable to provide a Statement of Work, the Supplier will inform the Client.
 - c The Client and the Supplier will negotiate the Statement of Work in good faith and, if the Statement of Work is mutually agreed, upon signature of the Statement of Work by both Parties, it shall be incorporated into the Agreement and the Parties shall be bound by its terms.
- 3.3. Once a Statement of Work has been signed by both Parties, it cannot be cancelled or terminated without the express consent of both Parties.
- 3.4. The Client agrees to use any Software Goods supplied by the Supplier in line with the terms and conditions of use specified by the appropriate Third Party Supplier for such Software Goods, and as specified or referred to in the Statement of Work.
- 3.5. The Client may only cancel subscriptions relating to Software Goods once any minimum initial subscription period has expired, and in line with the terms for cancellation as specified in the Statement of Work.
- 3.6. The Client accepts that the Price of Software Goods may increase during the period of the Client's subscription, and in such an event the Client agrees to pay any reasonable increase in the Price.
- 3.7. Any defect or shortages identified by the Client in Hardware Goods shall be notified to the Supplier within 5 Business Days of delivery, otherwise the Supplier shall be under no liability to remedy such issues.
- 3.8. In the event any Hardware Goods supplied are found by the Client to be defective within any warranty period provided by the manufacturer of such Hardware Goods, the Supplier shall use reasonable endeavours to assist the Client to resolve any manufacturer warranty claims arising from such defects.
- 3.9. Risk of damage to or loss of the Hardware Goods shall pass to the Client when delivered to the Client.
- 3.10. Legal and beneficial title in the Hardware Goods shall not pass to the Client until the Supplier has received full payment of the Price.
- 3.11. The Supplier reserves the right to repossess any Hardware Goods in which the Supplier retains legal and beneficial title if full payment is not received. In the event of such repossession the Client shall deliver the Hardware Goods at its own cost.
- 4. Intellectual Property**
- 4.1. Unless expressly set out in the Agreement or any Statement of Work, neither Party shall have any claim or interest in the other Party's Intellectual Property Rights.

- 4.2. As between the Supplier and the Client, the Client shall, subject to any Supplier Rights, be the sole owner of all Intellectual Property Rights in the Deliverables from the date of creation of the Deliverables unless the Parties agree otherwise, as specified in the Statement of Work. For the avoidance of doubt, Supplier Rights will always remain solely owned by the Supplier. The Supplier shall use its best endeavours to ensure that Deliverables do not incorporate any Supplier Rights and it shall notify the Client in writing of any Supplier Rights in the Deliverables at the earliest reasonable opportunity.
- 4.3. Subject to the provisions of clause 4.2, the Supplier hereby assigns to the Client absolutely with full title guarantee all its right, title and interest in and to the Deliverables ("Assigned Rights"), including:
 - a the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Patents, Registered Designs and Trade-Marks; and
 - b the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of this assignment.
- 4.4. To the extent that a Deliverable incorporates Supplier Rights, the Supplier hereby grants to the Client the non-exclusive, royalty free and perpetual right to use the relevant Supplier Rights in the Deliverables in any medium and for any commercial purpose without any additional payment to be made to the Supplier unless otherwise stated in the Statement of Work.
- 4.5. The Supplier hereby indemnifies and holds harmless the Client against all actions, claims, losses, costs, damages and expenses (including without limitation, all reasonable and actually incurred legal fees, costs or expenses and any compensation, costs or disbursements paid by the Client to compromise or settle any action or claim) suffered or incurred by the Client and arising by reason of or in connection with a claim by a third party that the use of the Deliverables by the Client or by the Client's customers is a breach of that third party's Intellectual Property Rights.

5. **Acceptance of Deliverables**

- 5.1. If specified in the Statement of Work, the Client shall conduct User Acceptance Testing of the Deliverables against the relevant Requirements Specification.
- 5.2. The Client will use best endeavours to complete any User Acceptance Testing within the timescales agreed in the Statement of Work, or within amended timescales agreed mutually between the Parties.
- 5.3. If the Client, acting reasonably, considers that a Deliverable does not meet the Requirements Specification, it must notify the Supplier in writing within 5 Business Days of completion of User Acceptance Testing, setting out its reasons in detail (a "**Defect Notice**"), which shall be by e-mail or by letter addressed to the supplier's project manager or project lead. If the Supplier does not receive a Defect Notice within the period set out above, the relevant Deliverable will be deemed to have been accepted by the Client.
- 5.4. Upon receipt of a Defect Notice, the Supplier shall use all reasonable endeavours to alter the Deliverable as soon as reasonably practicable, provided that such alteration is to bring the Deliverable in-line with the Requirements Specification unless otherwise mutually agreed between Parties.

6. Fees, Expenses and Payment

- 6.1. The Supplier shall submit an invoice to the Client (quoting the Client purchase order number, if provided) in accordance with the payment provisions, Milestones and any invoicing or payment schedule contained within the relevant Statement of Work.
- 6.2. The payment terms in respect of invoices submitted in accordance with this clause 6 shall be net 30 days from the date of the relevant invoice. If VAT is payable it shall be separately identified on the invoice and shall be payable by the relevant Party subject to receipt of a valid VAT invoice from the other Party.
- 6.3. The Client shall, within 5 Business Days of receipt, inform the Supplier in writing if the Client, acting reasonably, has a query in respect of an invoice and wishes to withhold payment of it, or a part of it. In the absence of such notice the invoice shall be deemed to have been accepted.
- 6.4. Unless expressly set out in the Statement of Work, Fees are exclusive of expenses, which shall be agreed by the Parties prior to the Supplier incurring them.

7. Confidentiality

- 7.1. Each party will treat as confidential all Confidential Information obtained from the other under this Agreement. The Parties agree that they will not without the prior written consent of the other disclose Confidential Information to any person or use the same except for the purposes of complying with their respective obligations pursuant to this Agreement.
- 7.2. Clause 7.1 does not prohibit disclosure of Confidential Information to:
 - a the receiving Party's own personnel (including employees, agents and permitted contractors) who need to know of the Confidential Information provided that such personnel are first made aware of the confidential nature of the Confidential Information and the receiving Party's obligations in relation to it and themselves agree to treat the Confidential Information confidentially; or
 - b the receiving Party's auditors, professional advisers, any person or organisation having a statutory or regulatory right to request and receive that information, including without limitation a relevant tax authority.
- 7.3. Clause 7.1 does not apply to information which the receiving Party can show by reference to documentary or other evidence:
 - a was rightfully in its possession before the start of discussions between the parties relating to this Agreement; or
 - b is already public knowledge or becomes so at a future date (save for as a result of breach of clause 7.1); or
 - c is received from a third party who is not under an obligation of confidentiality in relation to the information; or
 - d is developed independently without access to, or use of or knowledge of, the Confidential Information.
- 7.4. The obligations of confidentiality under this clause 7 shall survive the termination of this Agreement until such time as the Confidential Information enters the public domain other than through the fault of the recipient Party.

8. Representations and Warranties

- 8.1. Each of the Parties hereby represents, warrants and undertakes to each other that:
- a it has the power, has taken all necessary action to allow it, and has all governmental and regulatory authorisations, licenses, approvals and registrations necessary for it to enter into and perform this Agreement and to permit the payments contemplated by this Agreement;
 - b neither the entry into or performance by it of, nor any payment contemplated by, this Agreement does or will conflict with any court order or agreement to which it is a party or with its constitutional documents; and
 - c in fulfilling its obligations pursuant to this Agreement, it will use a degree of skill and care and diligence reasonably to be expected of a competent business in its industry.
- 8.2. The Supplier hereby represents, warrants and undertakes that:
- a it shall provide the Services and the Deliverables with reasonable care and skill and in accordance with best industry practice; and
 - b the use by the Client or the Client's customers of the Deliverables shall not breach a third party's Intellectual Property Rights or other proprietary rights.

9. Liability

- 9.1. Nothing in this Agreement shall exclude or limit a Party's liability for:
- a fraud or fraudulent misrepresentation;
 - b death or personal injury caused by its negligence (as defined in section 1 of the Unfair Contract Terms Act 1977)
 - c any breach of the undertakings implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
 - d any other liability which it is not permitted to exclude or limit.
- 9.2. Subject to clause 9.1, each Party's liability in respect of breach of contract or breach of duty, tort or fault or negligence or otherwise whatsoever and/or howsoever arising out of or in connection with this Agreement or any Statement of Work shall be limited to 150% of the Fees quoted in the Statement of Work.
- 9.3. Neither Party shall be liable to the other Party or be deemed to be in breach of its obligations under any provision in this Agreement, to the extent that such breach is a result of:
- a any delay or failure by the other Party in performing its obligations under this Agreement; or
 - b following the other Party's reasonable instructions.
- 9.4. Notwithstanding any other provision in this Agreement, in no event shall either Party be liable to the other Party for:
- a any lost revenue, lost profits, business, opportunity or anticipated savings, loss of goodwill or injury to reputation, loss of data and/or loss of use of any data, replacement goods, loss of technology rights or services; or

- b incidental, punitive, indirect or consequential damages arising from or related to the performance of its obligations under this Agreement, even if advised of the possibility of such damages, whether under contract, tort (including negligence), strict liability or otherwise.

10. Termination and Termination Consequences

- 10.1. Without limiting any other remedy available to it, either Party (the “Terminating Party”) may terminate this Agreement or any Statement of Work with immediate effect by giving written notice to the other Party (the “Non-terminating Party”) at any time:
 - a If the Non-terminating Party is in material or persistent breach of any of the provisions of this Agreement or any Statement of Work, which, if remediable, is not remedied within 20 Business Days or such alternative period as may be agreed between the Parties, following the receipt of such written notice; or
 - b If the Non-terminating Party is unable to pay its debts (within the meaning of section 123(1) of the Insolvency Act 1986) or an order is made or a resolution passed for its liquidation, winding-up or dissolution (otherwise than for the purpose of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer is appointed over it or all or any substantial part of its assets or takes formal steps towards making any kind of composition, compromise or arrangement involving it and any of its creditors, or anything analogous to the foregoing shall occur in any jurisdiction;
 - c pursuant to clause 11.3(b).
- 10.2. The Client may terminate this Agreement for convenience and without cause upon 30 Business Days’ written notice to the Supplier, but termination shall not take effect until all of the following conditions are met:
 - a all Services and Goods relating to any ongoing and active Statements of Work first being delivered in full in line with the terms and Completion Dates contained within them;
 - b full payment by the Client to the Supplier of all invoices already issued, and of all invoices as they fall due for the ongoing provision of Goods and Services relating to any any ongoing and active Statements of Work; and
 - c full payment of all other expenses and costs incurred by the Supplier in respect of any ongoing provision of Goods and Services to the Client which the Supplier is legally or contractually obliged to pay.

11. Force Majeure

- 11.1. Neither Party shall be liable for any delay in performing its obligations under this Agreement to the extent that such is directly caused by an Event of Force Majeure provided that:
 - a any delay by a sub-contractor or supplier of the Party who is delayed will not relieve that Party from liability for delay except where the delay is beyond the reasonable control of the sub-contractor or supplier concerned; and
 - b strikes or industrial action on behalf of the delayed Party’s employees or its appointed sub-contractors will not relieve that Party from liability for delay.
- 11.2. Subject to the delayed Party:
 - a immediately telling the other Party in writing of the reasons for the delay and the likely duration of the delay; and

- b using reasonable endeavours to perform its obligations under this Agreement,

the performance of the delayed Party's obligations will be suspended during the period that such circumstances described in clause 11.1 persist and that Party will be granted an extension of time for performance equal to the period of the delay.

- 11.3. Save where the delay is caused by the act or failure to act of the other Party (in which event the rights, remedies and liabilities of the Parties will be those conferred by the other terms of this Agreement and by law):

- a any costs arising from that delay will be borne by the Party incurring the same; and
- b either Party may, if that delay continues for more than five weeks, terminate this Agreement immediately on giving written notice to the other.

12. Assignment and Subcontracting

- 12.1. This Agreement may not be assigned by either Party without the other Party's prior written consent.

- 12.2. Without prejudice to the provisions of clause 12.1:

- a the supplier may at any time sub-contract the provision of the Goods and Services, including without limitation to any company within the Supplier's Group. The Supplier shall be liable to the Client for the acts and omissions of all sub-contractors appointed by the Supplier in relation to the Goods and Services; and
- b each Party may at any time assign this Agreement and any Statement of Work to any other company within its Group, subject to prior notification to the other Party.

13. Data Protection

- 13.1. The Parties acknowledge that, where applicable in connection with the Goods, Services and/or Deliverables, for the purposes of the Data Protection Legislation:

- a the Client is the data controller and the Supplier is the data processor;
- b the Supplier shall include within each Statement of Work information that describes the subject matter, duration, nature and purpose of the processing and the Personal Data categories and Data Subject types in respect of which the Supplier may process Personal Data.

- 13.2. Without prejudice to the generality of Condition 13.1, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data (as defined in the Data Protection Legislation) to the Supplier for the duration and purposes of the Agreement.

- 13.3. Without prejudice to the generality of Condition 13.1, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under the Agreement:

- a process that Personal Data only on the written instructions of the Client unless the Supplier is required by applicable laws to otherwise process that Personal Data. Where the Supplier is relying on laws of a member of the European Union or European Union Law as the basis for processing Personal Data, the Supplier shall promptly notify the Client of this before performing the processing required by applicable laws unless those applicable laws prohibit the Supplier from so notifying the Client;

- b. ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- c. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- d. not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
 - i. the Client or the Supplier has provided appropriate safeguards in relation to the transfer;
 - ii. the Data Subject (as defined in the Data Protection Legislation) has enforceable rights and effective legal remedies;
 - iii. the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - iv. the Supplier complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
- e. assist the Client, at the Client's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- f. notify the Client without undue delay on becoming aware of a Personal Data breach; and
- g. at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of the agreement unless required by applicable law to store the Personal Data.

13.4. For the purposes of this condition, “**Personal Data**”, “**Data Controller**”, “**Data Processor**” and “**process**” have the meanings as defined in the Data Protection Legislation.

14. **Miscellaneous**

- 14.1. Any notice required to be given pursuant to this Agreement shall be in writing and sent either by hand, by prepaid recorded delivery or registered post or by prepaid first class post, by fax confirmed by first class post, or by e-mail which has been received, as evidenced by receipt by the sender of a read receipt, to the relevant Party, and any such notice shall be deemed to have been received by the addressee at the time of delivery or in the case of prepaid first class post, two days after posting.
- 14.2. Any amendment or variation to this Agreement shall be made only by express written agreement between the Parties.

- 14.3. The failure of either Party to exercise or enforce any right conferred upon it by this Agreement shall not be deemed to be a waiver of any such right or operate so as to bar the exercise or enforcement thereof at any time(s) thereafter, as a waiver of another or constitute a continuing waiver.
- 14.4. Without prejudice to the rights of either Party in respect of actions relating to fraudulent misrepresentation, this Agreement and any documents referred to herein constitute the entire understanding between the Parties with respect to the subject matter thereof and supersedes all prior agreements, negotiations and discussions between the Parties relating thereto.
- 14.5. The Parties agree that monetary damages may not be a sufficient remedy for the damage which may accrue to a Party by reason of failure by any other Party to perform certain of its obligations hereunder. Any Party shall therefore be entitled to seek injunctive relief, including specific performance, to enforce such obligations.
- 14.6. The unenforceability of any single provision of this Agreement shall not affect any other provision hereof. Where such a provision is held to be unenforceable, the Parties shall use their best endeavours to negotiate and agree upon an enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the unenforceable provision.
- 14.7. A person who is not a party to this Agreement has no right under the Contracts (Third Party Rights) (Scotland) Act 2017 to rely upon or enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 14.8. Nothing in this Agreement or any Statement of Work shall be deemed to constitute a partnership between the Parties nor, save as expressly set out herein, constitute either Party the agent of the other Party.
- 14.9. This Agreement shall be governed by and construed in accordance with Scots law and each Party irrevocably submits to the exclusive jurisdiction of the Scottish courts over any claim, dispute or matter arising under or in connection with this Agreement or its enforceability.