

1. STANDARD TERMS AND CONDITIONS DEFINITIONS AND INTERPRETATION

1.1 In this document the following words and expressions shall have the following meanings unless the context otherwise requires:

"Company Software" means all computer programs, graphics files, sound files, applets and any other software] (except Third Party Products) provided by the Company during the course of the provision of the Services together with all Software Changes;

"Commencement Date" means the date upon which the provision of the Services will commence as specified in Appendix 1.

"Consultancy Fee" means the amount referred to in and calculated and payable in accordance with Appendix 2;

"Competitive Migration" defines a period of a variable nature which is subject to separate terms and conditions, and it forms part of the full contract. Migration period is used when moving services from other providers to Mayfair IT,. Mayfair IT may refuse full support and shall not be liable or penalized or issues caused by 3rd party or circumstances.

"Documentation" means all reports, documents, analyses, designs, provisional documents, images and text, logos, sketches, technical manuals, specifications and other materials (other than those relating to the Company Software and Third Party Products) whether in paper-based, electronic or other form provided by the Consultant during the course of the provision of the Services;

"Exclusivity" means that the client agrees not to source services of the same or similar nature from other providers for the duration of the contract

"Expenses" means reasonable travel, accommodation, communications, equipment and out-of-pocket expenses incurred in conjunction with the provision of the Services;

"Hours of operation" related to support and billing are defined as:

Level 1: 09:00 to 18:00 Monday to Friday excluding UK bank holidays

Level 2: 07:00 to 09:00 and 18:00 to 21:00 Monday to Friday excluding UK bank holidays

Level 3: 21:00 to 07:00 and all day Saturday, Sunday, and all UK bank holidays

"Intellectual Property Rights" means any or all patents, trademarks, rights and design, get-up, trade, business or domain names, copyrights, rights in databases, typography rights (whether registered or not and any applications to register or right to apply for registration of any of the foregoing), moral rights, rights in inventions, Know-how, and all other intellectual property rights of a similar, corresponding or neighbouring character which may now or in future subsist in any part of the world;

"Know-how" means confidential or proprietary industrial, technical or commercial information and techniques in any form (including paper, electronically stored data, magnetic media, files and micro-film) including, without limitation, drawings, data relating to inventions, formulae, test results, reports, research reports, project reports and testing procedures, shop practices, instruction and training manuals, market forecasts, specifications, quotations, lists and particulars of clients and suppliers, marketing methods and procedures, show-how and advertising copy;

"Man Day" means the provision of the Services by any one of the Company's personnel to the Client from 9.00 a.m. to 5.00 p.m. on any weekday and "Man Hour" shall be interpreted accordingly;

"Services" means the preparation and delivery to the Client of the software programme development and consultancy services *"IT Consultancy"* described in the Services description as set out in Appendix 1 as modified from time to time in accordance with the terms of this agreement;

"Software Changes" means all enhancements, modifications, corrections and updates to the Company Software whether made by the Company, the Client or any third party;

"Third Party Costs" means the costs (including associated legal costs) of Third Party Products and including committed costs and costs incurred by the Company in respect of Third Party Products which the Client decides are no longer required after the same have been ordered by the Company from a third party; and

"Third Party Products" means goods, services, software, hardware, Intellectual Property Rights (whether licensed or assigned) and other rights procured from third parties.

1.2 In this agreement unless otherwise specified, reference to:

- (a) a party means a party to this agreement and includes its permitted assignees and/or the respective successors in title to substantially the whole of its undertaking;
- (b) a person includes any person, individual, company, firm, corporation, government, state or agency of a state or any undertaking (whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);
- (c) a statute or statutory instrument or any of its provisions is to be construed as a reference to that statute or statutory instrument or such provision as the same may have been or may from time to time hereafter be amended or re-enacted;
- (d) words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders;
- (e) recitals, clauses or appendices are to recitals, clauses and appendices to this agreement. The appendices form part of the operative provisions of this agreement;
- (f) **"control"** is to be construed in accordance with section 416 of the Income and Corporation Taxes Act 1988 and **"controlling"** and **"controlled"** shall be construed accordingly;
- (g) **"including"** is to be construed as meaning "including without limitation".

1.3 The headings in this agreement are for information only and shall be ignored in construing the same.

1.4 This agreement comprises Appendix 1 (Services description) and Appendix 2 (Consultancy Fee).

2. **DELIVERY OF THE SERVICES**

2.1 In consideration of the payment by the Client of the Service Fee and subject to the terms and conditions set out in this agreement, the Company shall carry out on behalf of the Client or as the case may be advise and assist the Client in the provision of the Services.

2.2 Any timetable agreed between the parties shall be an estimate of the time that will be required in order to complete the Services and time is not and shall not be made of the essence. The Company will not be liable in tort or otherwise for any loss or damage incurred as a result of delayed performance of the Services.

2.3 The Company shall determine the method of providing the Services subject to the approval of the Client, which shall not be unreasonably withheld and, the Company may, in its absolute discretion, appoint sub- contractors to perform any of the Services.

2.4 Where the Client requires the Company to procure, in each case with the prior written approval of the Client, Third Party Products, the Company may do so either as agent for the Client (subject to clause 2.5) or as principal (subject to clause 2.6). The Client shall, at the Companies election, pay on receipt of invoice, either by indemnity to the Company or by direct payment to the relevant third party, all Third Party Costs.

2.5 The Client hereby appoints the Company to enter into contracts for the supply of Third Party Products for the purpose of the provision of the Services as agent of the Client. The Company may act in that capacity either with or without disclosing the Client's name to the Third Party Product provider. The Client undertakes to ratify and confirm and hereby ratifies and confirms all things done or purported to be done by the Company in good faith in exercise of the authority provided for by this clause 2.5 and shall indemnify the Company against all actions, costs, demands, expenses, liability or loss which the Company sustains or incurs as a result of any action taken by it pursuant to this clause 2.5.

2.6 Where the Company procures Third Party Products as principal pursuant to clause 2.4 then:

- (a) the Company shall supply the Third Party Products at its discretion (and the Client agrees to receive the same) either by way of licence, sub-licence, sale or, in the case of services, by way of assignment of the benefit of all relevant parts of the applicable services agreement;
- (b) where the Company assigns all or part of the benefit of an agreement in respect of a Third Party Product or licenses or sub-licenses a Third Party Product to the Client, the Client undertakes to comply with all terms imposed by the relevant third party and/or the Company in respect of the Third Party Products and the Client shall indemnify and hold harmless the Company from and against all liabilities, losses, damages, costs and expenses in relation to any claims or actions brought against the Company based on or resulting from any breach by the Client of that undertaking or those terms and the Client shall, notwithstanding any termination of this agreement be liable for any and all costs, fees and expenses payable in respect of the Third Party Product for the term for which it has been procured by the Company for the Client.

2.7 The Client acknowledges that the Third Party Products are provided on an "as-is" basis and the Company does not make any warranties in respect of the suitability, accuracy, performance or fitness for purpose of any Third Party Product. The Company shall incur no liability to the Client in respect of the non-delivery or late delivery of any Third Party Product which arises out of circumstances that are beyond the control of the Company or as a result of any defect in such Third Party Product.

2.8 The terms of Appendix 3 to this agreement shall apply in respect of Third Party Products.

2.9 If there is any conflict between the operative terms of this agreement and the contents of any schedule, appendix or any other documents referred to in this agreement the operative terms of this agreement will prevail.

3. **TERM, DURATION**

Unless indicated otherwise in the abbreviated contract, the agreement shall have a term of 36 calendar months from the date of this agreement and shall renew automatically 3 month prior to the expiry date for further 12 calendar months unless terminated in accordance with the provisions of clause 11, with the following exclusions

Projects with investment: The agreement shall run for a minimum of 5 years where equipment has been purchased for exclusive use of the client.

Projects subject to any discounts: 5 years with a 24 month notice

Projects in conjunction with Competitive Migration: Minimum 5 years after competitive migrations has completed, with 12 month notice

4. **RESPONSIBILITIES OF CLIENT**

4.1 The Client shall co-operate with the Company in all matters relating to the provision of the Services and appoint and make available a [project co-ordinator] to co-ordinate with the Company. If the [project co-ordinator] is prevented by illness or injury from performing his or her duties hereunder the Client shall report that fact forthwith to the Company and, in the case of an absence of uncertain duration, shall keep the Company informed of the reason for the continued absence and of its expected duration. If the [project co-ordinator's] absence through illness or injury continues for more than seven consecutive calendar days, the Client shall make available an alternative suitably qualified and experienced [project co-ordinator].

4.2 The Client shall perform those tasks and activities assigned to it in Appendix 1 (as amended from time to time in accordance with the terms of this agreement).

4.3 Throughout the period of this agreement and as the Company may require to comply with and otherwise fulfil its duties and obligations under this agreement, the Client shall free of charge:

- (a) provide in a timely manner all information and documentation requested;
- (b) make available to the Consultant's personnel sufficient working space and provide such facilities (including, occasional typing, photocopying and the use of telephone or facsimile machines) as it may require;

- (c) afford the Consultant's personnel such access to its premises and personnel as is necessary effectively to perform its duties under this agreement.

5. **CHANGES**

- 5.1 If either party wishes to change the Services description as set out in Appendix 1 it shall submit to the other in writing details of the requested change.
- 5.2 If the Client requests such a change, the Company shall within a reasonable time estimate to the Client the likely time required to implement the change and its likely effect on any timetable and the Consultancy Fee. If the Client does not wish to proceed on the basis of this estimate, there shall be no change to the Services description set out in Appendix 1 or any other terms of this agreement. If the Client wishes the Company to proceed with a change, the Company shall do so after agreement of necessary written variation to the Consultancy Fee, any timetable agreed between the parties and any other relevant terms of this agreement to take account of the change.
- 5.3 If the Company requests such a change, the Client shall not unreasonably withhold or delay consent to it.
- 5.4 Notwithstanding clause 5.1 if the Client wishes to delay the commencement date for delivery of the services it shall submit to the Company in writing details of the proposed new commencement date (the "**New Commencement Date**") not later than 7 consecutive calendar days prior to the original specified commencement Date.
- 5.5 The Company may in his absolute discretion decide to accept the New Commencement Date. If he does not accept the New Commencement Date there shall be no change to the Commencement Date or any other terms of this agreement subject to the Company's right to terminate this agreement in accordance with clause 11.1(b).
- 5.6 If the Company accepts the New Commencement Date the Client shall:
 - (a) pay to the Company (in addition to the fees specified in clause 5) the Company's standard day rates for each weekday from and including the Commencement Date until and excluding the New Commencement Date or such sum as agreed between the parties such sum being a reasonable estimate of the inconvenience caused to the Company for accepting the New Commencement Date;
 - (b) reimburse the Company for all Expenses and Third Party Costs reasonably incurred by the Company prior to the New Commencement Date; and
 - (c) [agree to all reasonable changes to the Consultancy Fee, timetable and any other relevant terms of this agreement to take account of the change of the commencement date.

6. **FEES**

- 6.1 In consideration of the Services provided hereunder the Client shall pay the Company the Service Fee. Any estimate of time or days work required for the provision of the Services shall be deemed only an estimate for the Client's budgeting and the Company's resource scheduling purposes.
- 6.2 The Client shall pay in full each invoice submitted by the Company within 14 days of the date of invoice which shall be deemed overdue if they remain unpaid thereafter.
- 6.3 The Service Fee is inclusive of all labour and materials of the Company but excludes taxes and duties (including value added tax) Third Party Costs and Expenses which shall be paid by the Client on delivery of an appropriate invoice. All payments to be made by the Client to the Company shall be in pounds sterling and shall be made by a cheque or bank transfer to the account of the Company as specified on the bottom of the invoice.
- 6.4 The Company reserves the right without prejudice to its other rights to suspend the supply of Services without warning where payment by the Client of any invoice of the Company is overdue in accordance with clause 6.2.
- 6.5 Interest on overdue invoices shall be charged by the Company and paid by the Client at the same rate of interest as the Company's bankers from time to time, such interest to run from the due date for payment until the date payment is received.
- 6.6 Any discounts applied to the Consultancy Fee and Third Party Costs set out in Appendix 3 shall apply only if this agreement remains in force for the full period for which the discount is expressed by the Company to apply. If this

agreement is terminated prior to such time the discount shall not apply and the Client shall be responsible for the payment in full for the full price without the application of a discount and shall immediately reimburse the Company for such amounts upon termination.

6.7 Special free lease agreements agreement. In cases where we will provide you with a free lease of equipment, we will withhold the equivalent of the first 3% of the total lease value, on a monthly basis against your commission.

7. **INTELLECTUAL PROPERTY RIGHTS AND LICENCES**

7.1 All right, title and interest (including ownership of all Intellectual Property Rights) in the Documentation and the Company Software shall belong to the Company. Save as set out in clause 7.3, the Company expressly reserves all rights including the right to apply the Know-how for the benefit of any other client.

7.2 To the extent that the rights referred to in clause 7.1 are not vested in the Company from the outset, the Client hereby assigns to the Company all such rights and shall (and shall procure that any relevant third party shall) do all such acts that may be required by the Company to vest all such rights in the Company.

7.3 The Company grants to the Client, a non-exclusive, non-transferable royalty-free perpetual licence to use the Documentation and the Company Software (in object code format only) for its own internal business purposes. In pursuance of this licence the Client may make more than one copy of all or part of the Documentation and the Company Software and distribute such copy(ies) within the Client's business only to Client's employees.

Restrictions

7.4 As conditions of this agreement and the licences granted hereunder, the Client shall not, without the prior written consent of the Company or except as provided herein:

- (a) copy all or any portion of the Documentation or the Company Software;
- (b) decompile, disassemble or otherwise reverse engineer (except as may be expressly permitted by law, notwithstanding a contractual obligation to the contrary) the Company Software, Hardware, equipment, installation or any portion thereof;
- (c) modify, translate or create any derivative works of the Company Software;
- (d) distribute, sell, lease, assign, sublicense, pledge or otherwise transfer or convey the Company Software or the Documentation, in whole or in part, to any third party or otherwise permit use by or hold on trust for a third party;
- (e) remove or alter any copyright, trademark, trade name or other proprietary notice or legend appearing on or in copies of the Company Software or the Documentation.

7.5 The Client shall:

- (a) Not reproduce on any copy (whether in machine-readable or human-readable form) of the Company Software or Documentation the Company's copyright and trademark notices;
- (b) notify the Company immediately if the Client becomes aware of any unauthorised use of the whole or any part of the Company Software or the Documentation by any third party; and
- (c) without prejudice to the foregoing take all such other steps as shall from time to time be necessary to protect the Intellectual Property Rights of the Company in the Company Software and the Documentation.

8. **CONFIDENTIALITY**

8.1 Subject to clause 8.2 below each party hereto undertakes and agrees to treat as secret and confidential and not at any time for any reason whatsoever to disclose or permit to be disclosed to any person or persons whatsoever or otherwise make use of or permit to be made use of any information relating to the other's business affairs, finances or, in the case of the Company, its Know-how ("**Confidential Information**") where knowledge or details of the same was received by the Client during the period of this agreement.

8.2 In this clause 8.2 the "**recipient party**" shall mean the party receiving the Confidential Information or other information pursuant to this agreement. The obligations of confidence referred to in this clause 8 shall not apply to any Confidential Information or other information which:

- (a) is in the possession of and is at the free disposal of the recipient party or is published or is otherwise in the public domain prior to the receipt of such Confidential Information or other information by the said party;
- (b) is or becomes publicly available on a non-confidential basis through no fault of the recipient party;
- (c) is received in good faith by the recipient party from a third party who, on reasonable enquiry by the recipient party claims to have no obligations of confidence to the other party to this agreement in respect thereof and who imposes no obligations of confidence upon the recipient party.

8.3 The obligations of the parties under this clause 8 shall survive the expiry or the termination of this agreement for whatever reason.

9. **WARRANTIES AND REPRESENTATIONS**

9.1 Each party to this agreement represents and warrants to the other party that:

- (a) it has the full corporate right, power and authority to enter into this agreement and to perform its obligations hereunder;
- (b) the execution of this agreement by such party, and the performance by such party of its obligations and duties hereunder, do not and will not violate any agreement to which such party is a party or by which it is otherwise bound; and
- (c) when executed and delivered by such party this agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with the terms.

9.2 In addition to its obligations under clause 9.1(b) the Client warrants that the execution of this agreement, and the performance by the Company of its obligations and duties hereunder, do not and will not violate any agreement (including but not limited to any licence or permit) to which the Client is a party or by which it is otherwise bound and the Client shall indemnify and hold harmless the Company from and against all liabilities, losses, damages, costs and expenses in relation to any claims or actions brought against the Company by a third party based on or resulting from the Company acting in accordance with the terms of this agreement

9.3 The Company does not manufacture the Third Party Products (or where the Third Party Products comprise computer software does not publish or license the software) and subject to the conditions set out below in this Clause 9 the Company gives no warranty in respect of any Third Party Product.

9.4 The Company will accept liability for defective Third Party Products only to the extent that the Company is entitled to make a claim under the manufacturer's or publisher's, Dead on Arrival, warranty or other defective goods terms and actually obtains from the manufacturer or publisher a refund credit repair or replacement in respect of the defective Third Party Products. Processing of these defective Third Party Products shall be made according to the manufacturer's procedure and the instructions set out in Clause 9.5 below. The Company cannot and shall have no obligation to accept a return of and/or grant a credit for Third Party Product not compliant with the manufacturer's procedures.

9.5 The Company shall be under no liability in respect of any defect arising from fair wear and tear wilful damage negligence abnormal working conditions failure to follow the Company's or the manufacturer's or publisher's instructions (whether oral or in writing) misuse or alteration or repair of the Third Party Products without the Company's approval.

9.6 The Company shall be under no liability under the above warranty if the total price of the Third Party Products has not been paid in full by the Client.

9.7 Any claim by the Client which is based on a defect in the quality or condition of the Third Party Products shall be notified to the Company in writing. Upon notification of any such claim by the Client the Company shall either notify the Client whether the policy of the manufacturer of the Third Party Products is to deal with the Client direct (in which case the Client shall deal with the manufacturer direct provided the Company gives sufficient

details to enable the Client so to do) or shall provide the Client with an RMA number (in which case the Client shall return the Third Party Products to the Company in their original UNMARKED packaging together with details of the RMA number and the Client's name and address). If the Company issues an RMA number to the Client the Company shall not send any replacement Third Party Products to the Client until after the original Third Party Product has been returned to the Company. This Clause 10.4 shall only apply to Third Party Products the Client is entitled to return to the Company as provided in these Conditions.

9.8 Subject to the foregoing, all representations (save for fraudulent misrepresentations) conditions, warranties, terms and undertakings, express or implied, statutory or otherwise made by the Company in respect of the Company Software, the Documentation, the Services and the Third Party Products are hereby excluded.

10. **LIABILITY**

10.1 The following provisions set out the Company's entire liability (including any liability for the acts and omissions of its employees, agents and sub-contractors) to the Client in respect of:

- (a) any breach of its contractual obligations arising under this agreement including for the avoidance of doubt in respect of the provision of Third Party Products; and
- (b) any representation, statement or tortious act or omission, including negligence, arising under or in connection with this agreement

AND THE CLIENT'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF THE FOLLOWING CLAUSE 10.

10.2 Any act or omission on the part of the Company or its employees, agents or sub-contractors falling within clause 10.1 above shall for the purposes of this clause 9 be known as an "**Event of Default**".

10.3 The Company's liability to the Client for death or injury resulting from its own or that of its employees, agents or sub-contractors' negligence shall not be limited.

10.4 Subject to the provisions of clause 10.3 above, the Company's entire liability under this agreement shall be limited to damages of an amount equal to the sums paid by the Client to the Company in the period of 3 calendar month prior to the event giving rise to the Event of Default. Subject to clauses 10.3 and 10.4 above, the Company shall not be liable to the Client in respect of any Event of Default for any indirect or consequential loss or any special loss, loss of contract, loss of profits or loss of goodwill even if such loss was reasonably foreseeable or the Company had been advised of the possibility of the Client incurring the same.

10.5 If a number of Events of Default give rise substantially to the same loss then they shall be regarded as giving rise to only one claim under this agreement.

10.6 The Client hereby agrees to afford the Company not less than 30 days (following written notification by the Client) in which to remedy any Event of Default hereunder.

10.7 The Client acknowledges the limitation of the liability of the Company under this agreement and warrants that it has in place suitable and adequate insurance policies in respect of any and all risks connected with the provision and receipt of services and Third Party Products provided by the Company under this agreement.

10.8 The provisions of this clause 10 shall survive the termination of this agreement for whatever reason.

11. **TERMINATION**

11.1 This agreement may be terminated:

- (a) by either party upon giving not less than 3 months' notice prior to contract expiry. Termination of the contract must be executed by a named company director at the time of termination in writing AND personal confirmation, which may consist of signing of the terminations agreement in from of a Company employee, a notarized letter, with a copy of notarized identifications document which maybe a passport or a full driving licence.

- (b) forthwith by the Company upon receipt of a notice from the Client pursuant to clause 5.4;
- (c) forthwith by the Company if the Client fails to pay any sum due hereunder within 30 days of receiving a written notice from the Company that any such sum is overdue and advising the Client that if payment is not made within 30 days of receipt then the agreement will terminate;
- (d) forthwith by either party if the other commits any material breach of any term of the agreement (other than one falling within 11.1(a) above) and which (in the case of a breach capable of being remedied) shall not have been remedied within 14 days of a written request to remedy the same;
- (e) forthwith by either party if the other shall convene a meeting of its creditors or if a proposal shall be made for a voluntary arrangement within Part 1 of the Insolvency Act 1986 or a proposal for any other composition scheme or arrangement with (or assignment for the benefit of) its creditors or if the other shall be unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or if a trustee receiver administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the other or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken by any person for the winding-up of the other or any step is taken under the Insolvency Act 1986 by any person to place the other into administration (otherwise than for the purpose of an amalgamation or reconstruction).

11.2 Subject only to clause 7.3, on termination or expiry of the agreement all licences granted by the Company to the Client shall immediately terminate and within 14 days of the termination of the agreement the Client shall at the Company's sole option either return all copies of the Company Software and Documentation in its possession or control or shall destroy all copies of the Company Software and Documentation in its possession or control and a duly authorised officer of the Client shall certify in writing to the Company that the Client has complied with its obligation as aforesaid.

11.3 Upon termination of the agreement the Client shall immediately pay any and all sums outstanding in respect of Consultancy Fees and Third Party Costs incurred by the Company prior to the date of termination.

11.4 Termination of this agreement for whatever reason shall not affect:

- (a) the accrued rights and liabilities of the parties arising in any way out of the agreement as at the date of termination and in particular but without limitation the right to recover damages against the other; and
- (b) the provisions of clause 2.5, 2.6, 2.7, 2.8, 7.4, 7.5, 8, 10, 11 and all provisions which are expressed to survive the agreement, which shall remain in full force and effect.

12. **ASSIGNMENT AND SUBCONTRACTING**

12.1 The Client shall not assign, transfer, sub-contract or in any other manner make over to any third party the benefit and/or burden of the agreement or any licence granted pursuant to the agreement without the prior written consent of the Company.

12.2 The Company may sub-contract all or any of its obligations under this agreement.

13. **NON-SOLICITATION**

13.1 The Client undertakes that except with the Company's prior written consent it shall not during the continuance of the agreement or within one year after its termination either on its own or for any third party's account engage any employee or individual Company of the Company with whom it shall have dealt in relation to the agreement.

14. **FORCE MAJEURE**

14.1 "**Event of Force Majeure**" means, in relation to either party, an event or circumstance beyond the reasonable control of that party (the "**Claiming Party**") including, without limitation, (whether or not by the Claiming Party), strikes, lock-outs and other industrial disputes (in each case, whether or not relating to the Claiming Party's workforce).

14.2 The Claiming Party shall not be deemed to be in breach of the agreement or otherwise liable to the other party (the "**Non-claiming Party**") for any delay in performance or any non-performance of any obligations under the

agreement (and the time for performance shall be extended accordingly) if and to the extent that the delay or non-performance is due to an Event of Force Majeure.

14.3 The Claiming Party shall promptly notify the Non-claiming Party of the nature and extent of the circumstances giving rise to the Event of Force Majeure.

14.4 If the Event of Force Majeure in question prevails for a continuous period in excess of three months after the date on which it began, the Non-claiming Party may give notice to the Claiming Party terminating the agreement. The notice to terminate must specify the termination date, which must be not less than 30 clear days after the date on which the notice to terminate is given. Once a notice to terminate has been validly given, the agreement will terminate on the termination date set out in the notice. Neither party shall have any liability to the other in respect of termination of the agreement due to an Event of Force Majeure, but rights and liabilities which have accrued prior to termination shall subsist.

15. **ENTIRE AGREEMENT**

15.1 This agreement (being these terms and conditions, the Appendices and the Schedules) embodies and sets forth the entire agreement and understanding of the parties and supersedes all prior oral or written agreements, understandings or arrangements relating to the subject matter of the agreement. Neither party shall be entitled to rely on any agreement, understanding or arrangement which is not expressly set forth in the agreement.

15.2 Without prejudice to clause 4, this agreement may be varied only by a document signed by both of the parties.

15.3 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement and no person other than the parties to this agreement (and any Affiliate of such parties expressly stated to do so) shall have the rights under it, nor, subject to the foregoing, shall it be enforceable by any person other than the parties to it under that Act.

16. **WAIVER**

16.1 A waiver of any term, provision or condition of, or consent granted under, the agreement shall be effective only if given in writing and signed by the waiving or consenting party and then only in the instance and for the purpose for which it is given.

16.2 No failure or delay on the part of any party in exercising any right, power or privilege under the agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16.3 No breach of any provision of the agreement shall be waived or discharged except with the express written consent of the parties.

16.4 The rights and remedies herein provided are cumulative with and not exclusive of any rights or remedies provided by law.

17. **INVALIDITY**

If any provision of the agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of the agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The Company and the Client hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

18. **NOTICES**

18.1 Any notice, demand or other communication given or made under or in connection with the matters contemplated by the agreement shall be in writing and shall be delivered personally or sent by fax or prepaid first class post to the registered address of the company, and if present, appointed address on the contract (air mail if posted to or from a place outside the United Kingdom):

and shall be deemed to have been duly given or made as follows:

- (a) if personally delivered, upon delivery at the address of the relevant party;
- (b) if sent by first class post, two business days after the date of posting;
- (c) if sent by air mail, [five] business days after the date of posting; and
- (d) if sent by fax, when despatched;

provided that if, in accordance with the above provision, any such notice, demand or other communication would otherwise be deemed to be given or made after 5.00 p.m., such notice, demand or other communication shall be deemed to be given or made at the start of working hours on the next business day.

18.2 A party may notify the other party to the agreement of a change to its name, relevant addressee, address or fax number for the purposes of clause 18.1 provided that such notification shall only be effective on:

- (a) the date specified in the notification as the date on which the change is to take place; or
- (b) if no date is specified or the date specified is less than five business days after the date on which notice is given, the date falling five business days after notice of any such change has been given.

19. **GOVERNING LAW AND JURISDICTION**

The formation, construction and performance of the agreement shall be governed in all respects by English law and the parties hereto agree to submit to the non-exclusive jurisdiction of the English courts.

20. **CONTRACT ACCEPTANCE AND INITIATION**

In the absence of a signed contract the payment of the first invoice shall serve as acceptance these full terms and conditions, and the product and or service related terms and conditions which have been presented to the client prior to delivery of products and services.

21. **OTHER TERMS AND CONDITIONS**

All terms and conditions including: Standard Terms and Conditions, Sale of Products Terms and Conditions, Sales of third party software, software support, hardware support, and all other specific Terms and conditions related to specific products/services are subject to minor changes without notice. These shall be published on our website.