

EXCALIBUR - General Terms and Conditions

By placing an order with us you agree to the following terms and conditions which shall apply to the provision of Services by us (Company) to you (Customer).

1. DEFINITIONS

1.1 In this Agreement the following expressions shall have the following meanings:

this Agreement means these Terms and Conditions, the Order and any specific Service Conditions;

Business Day means any day which is not a Saturday, a Sunday or a bank or public holiday in England;

Charges means all amounts payable by Customer for the provision of Services as stated in each Order.

Commencement Date means the date on which the provision of Services shall commence which, unless otherwise agreed in writing, shall be the date of the Order;

Data Protection Legislation means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the UK GDPR (the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended;

Equipment means any hardware, cabling, peripherals, software or any other equipment that Company provides to Customer under this Agreement;

Group means, in relation to any company, that company and its subsidiaries, and its holding companies and their subsidiaries ("holding company" and "subsidiary" as defined in section 1159 of the Companies Act 2006);

Initial Term means the initial period of time for which the Company will provide Services to the Customer pursuant to any Order, such Initial Term being set out in each Order;

Minimum Standards means all matters, conditions or dependencies, as specified in any Service Conditions, for which the Customer is responsible, to enable the Company to provide the Services pursuant to any Order;

Network means, if applicable, any telecommunications network underlying the Services;

Operational Service Date means the date that the Service is ready for use by Customer;

Order means any Quotation for Services which is accepted by Customer in writing.

Quotation means the document delivered electronically to Customer by Company which sets out, inter alia, the Services ordered by Customer, details of the Charges, the Initial Term and other information applicable to the Services;

Services means the services which Company agrees to provide to Customer hereunder as set out in the Order and as may be more specifically described in the Service Conditions and shall include any Equipment;

Service Conditions means any document setting out details of the specific Services to be provided by Company hereunder including specific provisions in relation thereto;

Third Party Supplier means any third party from whom Company purchases products and/or services in order to provide Customer with the Services under this Agreement.

- 1.2 The clause and schedule headings and bold summary wordings are for convenience only, and shall not affect the interpretation.
- 1.3 References to the singular include the plural and vice versa, and references to one gender include the other gender.
- 1.4 Any phrase introduced or qualified by the words or expressions “including” or “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding or following those terms.
- 1.5 Any reference in this Agreement to “in writing” or “written” includes e-mail but not fax or any other form of electronic communication.

2. ORDER/CANCELLATION

- 2.1 To order any Service the Customer must accept a Quotation, by confirming acceptance electronically via a ‘tick box’ on the Quotation.
- 2.2 On acceptance of the Quotation by Customer the Quotation shall become an Order.
- 2.3 By placing an Order the Customer accepts these terms and conditions and any terms and any specific Service Conditions.
- 2.4 Each Order shall set out the Services that Company will supply to Customer, together with the details of all Charges that apply to those Services.
- 2.5 The Order shall become effective only when accepted in writing by Company who may reject an Order for any reason whatsoever at its sole discretion.
- 2.6 Customer may, subject to any specific provisions set out in any specific Service Conditions, cancel an Order:
 - (a) pursuant to clause 4.2;
 - (b) otherwise prior to the Operational Service Date by notice in writing. Should Customer so cancel Company will charge Customer in full for all costs incurred by Company up to the date of cancellation including, for the avoidance of doubt, all costs and fees due to any Network or third party supplier (including, as applicable, all Charges) to which Company has reasonably committed in fulfilment of the Order, together with Company’s reasonable administrative charges;
 - (c) following the Operational Service Date by terminating the Services in accordance with the terms of this Agreement. Unless Customer terminates the Services in accordance the terms of this Agreement Customer will be invoiced in full for all Charges due for the remainder of the Initial Term (or successive period as applicable);
- 2.7 Customer shall also be liable for any penalty charges or other costs incurred by Company as a consequence of or in relation to the cancellation or termination of Customer’s Order.

3. TERM AND TERMINATION

- 3.1 This Agreement shall commence upon Commencement Date and shall continue , unless terminated earlier in accordance with its terms, for the Initial Term and shall automatically renew and extend for 12 months (**Extended Term**) at the end of the Initial Term and at the end of each Extended Term. Either party may give written notice to the other party not later than 90 days before the end of the Initial Term or the relevant Extended Term, to terminate this Agreement at the end of the Initial Term or the relevant Extended Term, as the case may be.
- 3.2 Without prejudice to any rights of either party that have accrued under this Agreement (including, for the avoidance of doubt, Company’s right to receive all Charges due under this Agreement) or any of its rights or remedies, this Agreement may be terminated by either party immediately upon written notice if:

- (a) the other party commits any material breach of this Agreement and fails to remedy such breach within thirty (30) days of receipt of written notice specifying the breach (and, for the purposes of this clause, "material breach" means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit of which the terminating party would otherwise derive from this Agreement); or
 - (b) the other party terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement; or
 - (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; or
 - (d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; or
 - (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; or
 - (f) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company); or
 - (g) the holder of a qualifying floating charge over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver; or
 - (h) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; or
 - (i) the other party (being an individual) is the subject of a bankruptcy petition or order; or
 - (j) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days; or
 - (k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in this clause 3.2 (b) to (i) (inclusive);
 - (l) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 3.3 This Agreement may be terminated by the Company immediately upon written notice if the Customer undergoes a change of control (within the meaning of Section 840 of the Income and Corporation Taxes Act 1988).
- 3.4 This Agreement may be terminated by Company at any time upon ninety (90) days written notice to the Customer.
- 3.5 If either party terminates this Agreement under clause 3.2, 3.3 or 3.4 above, Company will assist Customer in the orderly termination of services. Customer agrees to pay Company the actual costs of rendering such assistance.

4. COMPANY OBLIGATIONS

- 4.1 Company shall:
- (a) provide the Services in accordance with any applicable Service Conditions and at all times in accordance with the provisions hereof;
 - (b) give Customer as much notice as practicable of any interruption to any Services and cooperate with Customer's reasonable requests to ensure that there is minimum disruption to any Services provided to Customer;
 - (c) in the event that Company is ceasing to provide any specific Service to its customers, give Customer reasonable notice that the provision of such Service to Customer will cease. In such event Company shall cooperate with Customer either to offer an alternative Service or to assist in migrating such Service to an alternative provider provided that Customer shall pay Company the actual costs of rendering such assistance.
- 4.2 All Equipment prices set out in the Quotation are accurate on the date of the Quotation. Should such prices increase (by way of currency fluctuation or otherwise) between the date of the Quotation and the date the Order is placed then Company shall notify the Customer of such price increase and Customer shall have the right to cancel the Order by notice in writing. Unless Customer so cancels the Order within 48 hours of having been notified by Company of such price increase then Customer accepts that any such increase in the price for such Equipment will be borne by Customer and invoiced accordingly.
- 4.3 Services shall be deemed to be installed and operational unless Customer notifies Company in writing to the contrary within three Business Days following the Operational Service Date.
- 4.4 Unless otherwise stated in any Service Conditions, Company cannot guarantee that the Services, or any data generated, stored, transmitted or used via or in connection with the Services, will be uninterrupted, secure, error-free, complete, accurate or up to date.
- 4.5 Unless otherwise stated in the Service Conditions, Company shall be entitled but not obliged to issue at its sole discretion updates and/or upgrades in relation to the Service and/or substitute new versions of the Service at any time at its discretion.
- 4.6 Unless otherwise agreed, the Services to be rendered under this Agreement do not include:
- (a) parts, equipment or software not covered by vendor/manufacturer warranty or support;
 - (b) the cost of any parts, equipment, or shipping charges of any kind;
 - (c) the cost of any software, licensing, or software renewal or upgrade fees of any kind;
 - (d) the cost of any third party vendor or manufacturer support or Incident fees of any kind;
 - (e) the cost to bring Customer's environment up to the Minimum Standards;
 - (f) service and repair made necessary by the alteration or modification of equipment other than that authorised by Company, including alterations, software installations or modifications of equipment made by Customer's employees or anyone other than Company;
 - (g) maintenance of applications software packages, whether acquired from Company or any other source;
 - (h) programming (modification of software code) and program (software) maintenance;
 - (i) training services of any kind;
 - (j) any issues caused by a Force Majeure event;
 - (k) any issues caused by user damage or misuse of Equipment.

5. CUSTOMER OBLIGATIONS

5.1 Customer shall:

- (a) pay all amounts due to Company on or before their due date for payment;
- (b) make decisions relating to each Order in a timely manner and in any event within such time as is required for Company to discharge its obligations under this Agreement and each Order;
- (c) ensure that all matters or conditions which are specified as Minimum Standards are completed or satisfied in order for Company to provide Services properly and Company shall not be liable if the Services cannot be provided as a result of those matters identified as Minimum Standards not being complied with or satisfied;
- (d) advise Company in writing of all rules, regulations, policies and procedures relating to health, safety or security which are relevant to the provision of the Services;
- (e) co-operate and comply with the reasonable instructions of Company to enable Company to proceed with the provision of the Services;
- (f) provide Company with all necessary information relevant to the Company's provision of the Services and, when requested by Company, promptly provide answers to any reasonable questions from Company;
- (g) deploy the Services only for the purposes specified in any relevant Service Conditions;
- (h) not introduce hardware or software (or permit modifications to be made to hardware or software or to the environment in which hardware is installed) which may interfere in any way with the Services or decompile, emulate, disassemble or similarly exploit any of the Services;
- (i) maintain and upgrade any hardware, equipment or IT infrastructure required to connect to the Service so as to comply with any Minimum Standards;
- (j) unless otherwise agreed, establish, comply with and maintain back-up procedures as required to protect and recover Customer content;
- (k) provide Company with all assistance reasonably requested by Company to enable it to resolve any fault to enable it to comply with the agreed Service standards as specified in any relevant Service Conditions;
- (l) ensure that it does not cause any loss, destruction, corruption, degradation or other damage to the property or assets (including technical infrastructure) of Company or Network or other Third Party Supplier;
- (m) comply with any and all applicable laws, regulations or conventions relating to the performance of Customer's obligations that arise under or in connection with this Agreement and each Order including without limitation any laws, regulations or conventions relating to consumer protection which may be applicable to the use of the Service and with any public policy related laws, which may be applicable to the use of the Service by third parties (such as privacy laws and laws relating to defamation, libel and decency with respect to the content of the communications transmitted using the Service).

5.2 Following successful installation of the Services pursuant to clause 4.3, unless otherwise stated in any Service Conditions, Customer shall be responsible for all damage (other than physical damage caused by Company's staff or representatives) caused to any property or installation in connection with the use of the Services.

5.3 Unless otherwise agreed, Customer bears sole responsibility for providing and ensuring adequate security, protection and backup in relation to Customer's hardware, equipment or IT infrastructure required to connect to the Service.

6. SUSPENSION OF SERVICES

- 6.1 Company may suspend or interrupt the Services for pre-notified service maintenance or enhancement procedures. If Company do suspend Services for this reason, Company will restore them as soon as is reasonably possible.
- 6.2 Company may also suspend any Service:
- (a) if any invoice properly raised by Company (whether or not related to the provision of the Services) is not paid by Customer within 5 days following the due date for payment; or
 - (b) as a consequence of Customer's persistent breach of this Agreement; or
 - (c) if Company has reasonable grounds to believe that any Services provided hereunder are being used by Customer or by any other person using the Services, fraudulently or illegally.
- 6.3 Following any suspension under clause 6.2 Company may charge a fee for each subsequent reconnection to cover its time and materials based on standard engineering and administration rates.
- 6.4 If Company exercise its right to suspend under clause 6.2 it shall not be prevented from exercising any right of termination or claim for damages due to the same or similar circumstances.

7. CHARGES AND PAYMENT

- 7.1 In consideration for the provision by Company of the Services, Customer shall pay to Company the Charges set out in the Order. All Charges will be exclusive of VAT. The Customer shall pay VAT on all sums due under this Agreement at the rate and in the manner prescribed by law from time to time.
- 7.2 Unless otherwise stated in the Order, Charges will be invoiced by Company to Customer monthly in advance and will become due and payable via Direct Debit on the first day of each month. Company reserves the right to charge a reasonable administrative fee in the event that Charges are not paid via Direct Debit.
- 7.3 Company has the right, on 30 days written notice to the Customer, to increase its Charges;
- (a) on an annual basis in line with inflation in the United Kingdom, with reference to any increases in the Consumer Price Index rate (being the rate published by the Office for National Statistics (or any other body to which the functions of that office are transferred) in January of each year;
 - (b) at any time during this Agreement in the event of any increase in Network or Third Party Supplier prices in respect of the Services;
 - (c) at any time during this Agreement if Company incurs costs (including reasonable administrative costs) in respect of any failure by Customer to comply with this Agreement;
 - (d) at any time during this Agreement in order to cover unanticipated charges incurred in respect of the Services, to include by way of examples only and without limitation, fault investigation charges, excess construction charges, suspension or termination fees levied by any Network or Third Party Supplier, costs relating to any uninstallation, removal or moving of Equipment required by Customer and any other significant changes in time and resource required to deliver the Services.
- 7.4 If any payment is not made within thirty (30) days of receipt of an invoice for such payment then Company may, without prejudice to its other rights, charge simple daily interest equivalent to an annual rate of 4% above the base rate of the bank that Company use from time to time on sums owing from the date when payment was due (being thirty (30) days after the date of invoice on disputed amounts determined to be due) until the date that Company receives payment of all sums outstanding including accrued interest. No interest shall be payable on any disputed amounts that are ultimately found (by a final court of competent jurisdiction) not to be payable.
- 7.5 It is understood that any and all services requested by Customer other than the Services set out in the Order will be quoted and billed as separate, individual services.

8. LIMITATION OF LIABILITY

- 8.1 Nothing in this Agreement shall exclude or limit Company's liability for (i) death or personal injury caused by negligence; (ii) the tort of deceit, or any act of fraud; (iii) any breach of any obligations implied by Section 12 Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982; or (iv) any other liability to the extent that such liability cannot be excluded or limited by law.
- 8.2 Subject to the above clause 8.1, Company shall have no liability for any of the loss or damage incurred by the Customer as a result of third party claims; loss of actual or anticipated profits; loss of business opportunity; loss of anticipated savings; loss of goodwill; injury to reputation; or any indirect, special or consequential loss or damage howsoever caused even if Company was advised of the possibility of such loss or damage in advance.
- 8.3 Any liability as described in clause 8.2 is excluded whether it is foreseeable, known, foreseen or otherwise.
- 8.4 Save as provided in above and without prejudice, Company's total aggregate liability in relation to any single event or series of related events shall be limited to 100% of the Charges paid to Company for Products/Services in the 12 months immediately prior to the date that such event or the first of such series of events occurred. If such date occurs during the first year of this Agreement, such total aggregate liability shall be calculated by using the actual Fee paid and/or payable up to such date, divided by the number of calendar days since the Commencement Date, multiplied by 365 (or 366 in the case of a leap year).
- 8.5 Without prejudice to the above and save as provided in the above, Company's total aggregate liability for all claims under this Agreement shall be limited to the aggregate Charges paid to Company under this Agreement during the previous two years.
- 8.6 Without prejudice to clause 8.1, Company shall have no liability to the Customer for any claim brought more than 12 months after the first accrual of the cause of action which the relevant circumstances or events have given rise to.
- 8.7 The terms of this Agreement are in lieu of all other conditions, warranties or other terms concerning the supply or purported supply of, failure to supply or delay in supplying the Services and any goods which are provided or supplied in the course of performing the Services, which might but for this have effect between Company and the Customer or would otherwise be implied into or incorporated into this Agreement or any collateral contract, whether by statute, common law or otherwise, all of which are hereby excluded (including, without limitation, the implied conditions, warranties or other terms as to satisfactory quality and fitness for purpose).
- 8.8 The Customer hereby indemnifies and holds harmless Company from and against any suit or proceedings brought against Company that arises from any illegal activity by the Customer or any associated persons, or breach of the Customer's obligations, representations or covenants contained within this Agreement.

9. CONFIDENTIALITY

- 9.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, Customers, Customers or suppliers of the other party, except as permitted by clause 9.2.
- 9.2 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 9; and
 - (a) as may be required by law, court order or any governmental or regulatory authority.
- 9.3 No party shall use any other party's confidential information for any purpose other than to perform its obligations under this agreement.

10. FORCE MAJEURE

- 10.1 Neither party shall be in breach of any obligation of this Agreement if it is prevented, hindered or delayed from performing such obligation by any Force Majeure Event provided always that such party shall take reasonable steps to minimise the adverse impact on the other party, and shall consult with a view to agreeing the most appropriate course of action required to be taken in the circumstances.

10.2 For the purposes of this clause 10 **Force Majeure Event** shall mean, in relation to either party, any circumstances beyond the reasonable control of that party (including, without limitation, any acts or restraints of governments or public authorities, war, Act of God, revolution, riot or civil commotion, epidemic or pandemic, any labour or trade dispute, strikes, industrial action or lockouts, any non-performance by suppliers, or any interruption or failure of any network or infrastructure outside Company's direct control) which would not have been avoided or mitigated by the exercise of all reasonable care by that party and further provided that such event materially affects the ability of the party seeking to rely upon it to perform its obligations under this Agreement

11. **DISCLAIMER AND INDEMNITY**

Company has no responsibility or liability for damage to the Equipment caused by the Customer or any end- user as a result of the unauthorised modification, misuse, or mishandling of the Equipment or the operation of the Equipment outside the environmental specifications of the Equipment or the use of third party products not installed or configured by Company and Customer will indemnify Company in respect of any losses incurred by Company as a consequence of any such damage.

12. **SUBCONTRACTING AND ASSIGNMENT**

12.1 Company is entitled to subcontract any part of its obligation to provide the Services to any of its affiliates or competent third parties. Company shall remain liable to the Customer for the performance of any subcontracted obligation.

12.2 Company may assign its rights and obligations under this Agreement to any member of its Group or, in the event of a sale of the Company's assets, to any purchaser of such assets;

12.3 Save as set out in clauses 12.1 and 12.2, neither party shall assign or transfer any of its rights or obligations under this Agreement without the written consent of the other party.

13. **VARIATIONS**

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

14. **INTELLECTUAL PROPERTY RIGHTS**

14.1 In this clause 14, **Intellectual Property Rights** shall mean patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world

14.2 Title in all Intellectual Property Rights existing prior to the Commencement Date shall be the absolute property of and shall remain vested in the party that owned such rights immediately prior to that date. Each party acknowledges that it shall not acquire title or any rights or interest (except as expressly set out in this Agreement) in the other party's Intellectual Property Rights by virtue of the operation of this Agreement.

14.3 All Intellectual Property Rights created or developed in connection with the provision of the Services shall, unless otherwise agreed in writing by the parties, vest with Company.

14.4 The Customer shall indemnify Company from and against all costs, damages, losses, or expenses (including legal expenses) incurred by Company in respect of any demands or claims received by Company that the Customer has used the Services or the Equipment to infringe the Intellectual Property Rights of any third party.

15. **NON-SOLICITATION**

Neither party shall (except with the prior written consent of the other) during the term of this Agreement, and for a period of twelve months thereafter, other than in the normal course of business between Company and the Customer, directly solicit the services of any staff of the other party who have been engaged in the provision of the Services or the management of

this Agreement. In the event that this happens a fee of 50% of the annual salary of such staff will become immediately payable by the party in breach of this clause 15 to the other party.

16. DATA PROTECTION

- 16.1 In this clause 16, “personal data”, “data controller”, “data processor”, and “personal data breach” shall have the meaning defined in the Data Protection Legislation.
- 16.2 Each party shall comply with the provisions of the Data Protection Legislation.
- 16.3 Customer hereby authorises Company to store and process personal data provided by Customer for the purposes providing the Service. In doing so Company shall comply with the terms of its privacy policy as amended from time to time, a copy of which has been provided to the Customer.
- 16.4 Where Company, as part of the fulfilment of its obligations under this Agreement, processes personal data as a data processor on behalf of Customer acting as a data controller, Company shall:
- (a) comply with Customer’s instructions in relation to the processing of personal data as such instructions are given and varied from time to time;
 - (b) at all times take all appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data; and
 - (c) notify Customer of any personal data breach of which it becomes aware;
 - (d) notify Customer if it receives any complaint, notice or communication which relates directly or indirectly to the processing of personal data under this Agreement, provide full co-operation and assistance in relation to any such complaint, notice or communication.
- 16.5 Company shall provide to Customer on request a copy of all personal data held by it pursuant to this Agreement, in the format and on the media reasonably specified by Customer, and shall promptly inform Customer if any such data is lost or destroyed or becomes damaged, corrupted, or unusable.
- 16.6 Company may subcontract its obligations as a data processor under this Agreement provided that any such subcontractor has entered into an agreement with Company which adequately protects Customer’s personal data hereunder.
- 16.7 Customer warrants to Company that:
- (a) it has all necessary rights to authorise Company to process such personal data;
 - (b) all personal data provided by Customer for use in connection with the Services shall comply in all respects, including in terms of its collection, storage and processing with Data Protection Legislation;
 - (c) it will not send personal data to Company which is not necessary for the provision of the Services under this Agreement;
 - (d) any instructions given by Customer to Company in respect of the processing of such personal data will not put Company in breach of Data Protection Legislation;
- and Customer agrees to indemnify Company against all damages and costs suffered by Company (including legal costs) in respect of any claim or action relating a breach by Customer of these warranties.
- 16.8 Either Party may, at any time, and on at least 30 days notice, alter this clause 16, replacing it with any applicable data processing clauses or similar terms that form part of an applicable certification scheme. Such terms shall apply when replaced by attachment to this Agreement.

17. COMPLIANCE

- 17.1 Company requires that any party with whom it does business act at all times in a professional and ethical manner in carrying out their contractual obligations to Company. To that end Customer undertakes to comply strictly with any and all laws applicable to this Agreement (**Applicable Laws**) including, but not limited to:

- (a) anti-corruption laws pursuant to the Bribery Act 2010; and
- (b) anti tax-evasion laws pursuant to the Criminal Finances Act 2017

and shall on written request provide Company with copy of Customer's policies in respect of such Applicable Laws and evidence of such compliance. Any violation of Applicable Laws shall represent breach of this Agreement and may result in immediate termination of this Agreement.

- 17.2 Company acknowledges that Customer is subject to obligations under the Freedom of Information Act 2000 and agrees to provide Customer with all information that Customer may reasonably require to enable Customer to comply with such obligations.

18. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

19. NO PARTNERSHIP OR AGENCY

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

20. SEVERANCE

- 20.1 If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.
- 20.2 If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

21. NOTICES

- 21.1 Any notice or other communication required to be given to a party under or in connection with this contract shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service, at its registered office (if a company) or (in any other case) its principal place of business, or sent via email to the applicable email address set out in the Order.
- 21.2 Any notice or communication shall be deemed to have been received if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address, or if sent by email, at the time of transmission, or otherwise at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
- 21.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

22. THIRD PARTY RIGHTS

Except as expressly provided elsewhere in this Agreement, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

23. GENERAL

- 23.1 These terms and conditions are incorporated into any specific Service Conditions. If there is any conflict between any of these terms and conditions and any applicable specific term in the Service Conditions in respect of any specific Service, the applicable term of the Service Conditions shall prevail.
- 23.2 The Parties shall and shall use all reasonable endeavours to procure that any other necessary party shall execute all such further documents and do all such acts and things now or in the future which may reasonably be necessary to give effect to this Agreement.

24. GOVERNING LAW

This Agreement shall be governed by the laws of England. The Parties irrevocably submit for all purposes in connection with this Agreement to the exclusive jurisdiction of the courts of England and Wales.

25. ENTIRE AGREEMENT

25.1 This Agreement constitutes the entire agreement between the Customer and Company for the provision of the Services.

25.2 The terms and conditions of this Agreement shall prevail should there be any variance with the terms and conditions of any order submitted by the Customer.