

## AWARENESS SOFTWARE LIMITED: TERMS AND CONDITIONS

(these "Terms and Conditions")

This document was most recently updated on 12<sup>th</sup> April 2024.

We are Awareness Software Ltd, a company registered in England and Wales with registered number 03705875 and registered office at The Copper Room, Deva Centre, Trinity Way, Manchester, M3 7BG. In these Terms and Conditions, Awareness Software Limited is referred to as "we", "us" and "our".

### 1. Definitions

In the Contract:

1.1 the following terms shall have the following meanings unless the context otherwise requires:

"Breach of Duty"	the breach of any: (i) obligation arising from the express or implied terms of a contract to take reasonable care or exercise reasonable skill in the performance of the contract; or (ii) common law duty to take reasonable care or exercise reasonable skill (but not any stricter duty);
"Business Day"	any day other than: (i) a Saturday; (ii) a Sunday; or (iii) a day when the clearing banks in the City of London are not physically open for business;
"Business Hours"	9.00 am to 5.00 pm on Business Days;
"Commencement Date"	the date the Contract is signed by both parties;
"Confidential Information"	all information of a confidential nature or which would be deemed confidential by a reasonable business person (whether written or oral and however recorded and whether marked as confidential or not) belonging to or relating to a Party which is disclosed to or received by the other Party, whether before or after the date of this Agreement, directly or indirectly, in connection with this Agreement, including information concerning the disclosing Party's business, operations, affairs, financial information, customers, clients, suppliers, operations, processes, know-how, designs, trade secrets, services, products, software and price lists, together with any reproductions of such information or any part of it;
"Contract"	these Terms and Conditions together with the relevant Statement of Work, the Schedules referred to in that Statement of Work and any document referred to in these Terms and Conditions, the Statement of Work or the Schedules;
"Customer", "you" or "your"	the recipient of services from us under the Contract, as stipulated in the Statement of Work;
"Data Controller"	means the 'controller' as defined in UK GDPR;
"Data Processor"	means the 'processor' as defined in UK GDPR;
"Data Protection Laws"	means in relation to any Personal Data which is Processed in the performance of the Contract, (a) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of Personal Data; and (b) to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Customer is subject, which relates to the protection of personal data;
"Data Subject"	has the meaning set out in the UK GDPR;
"EU GDPR"	the General Data Protection Regulation ((EU) 2016/679);
"Event of Force Majeure"	has the meaning given to it in Clause 15.1;
"Extended Term"	A period of 12 calendar months starting at the end of the Initial Term;
"Fees"	the fees payable by you to us under the Contract for our provision of the Services, as stipulated in the Statement of Work;
"Initial Term"	A period of 12 calendar months starting on the Commencement Date or, if different, the period as is stated in the Statement of Work;
"Intellectual Property Rights"	patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and 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.
"Liability"	liability in or for breach of contract, Breach of Duty, torts (including negligence and intentional torts), deliberate breach (including deliberate personal repudiatory breach), misrepresentation, restitution or any other cause of action whatsoever relating to or arising under or in connection with the Contract, including liability expressly provided for under the Contract or arising by reason of the invalidity or unenforceability of any term of the Contract (and, for the purposes of this definition, all references to "the Contract" shall be deemed to include any collateral contract);
"Manager"	has the meaning given to it in Clause 6.1;
"Material"	your material that you upload (or permit to be uploaded) onto our servers, or [we] otherwise use, as part of our provision of the Services, including any and all materials, works of authorship, software, files, multimedia and

	audiovisual material, tools, processes, systems, manuals, databases, database structures, a website's "look and feel", content, documents, records, reports, ideas, know-how, information, text, data, diagrams, artwork, screenshots, drawings, plans, descriptions, specifications, images, graphics, domain names and marks (in whatever form and on whatever media);
"Party"	us or you, and "Parties" means both of us and you;
"Personal Data"	has the meaning given to it by UK GDPR, and relates only to personal data, or any part of such personal data, of which you are the Data Controller and in relation to which we are the Data Processor and providing services under the Contract;
"Personal Data Breach"	has the meaning given to it by UK GDPR;
"Personnel"	all persons employed or engaged by us to provide the Services;
"Process" and "Processing"	has the meaning given to it by UK GDPR;
"Rates"	our time and materials rates from time to time for the provision of services by the Personnel, which, in respect of the Services and as at the date of the Contract, shall be as set out in the Statement of Work and subject to change from time to time by notification by us to you;
"Schedule"	a schedule containing a description of the services provided by us to you, including further rights and obligations for the Parties in relation to such services and forming part of the Contract and which is subject to these Terms and Conditions;
"Services"	the services we are to provide under the Contract, as more particularly described in the Statement of Work and the relevant Schedule(s);
"Special Categories of Personal Data"	those categories of data listed in Article 9(1) UK GDPR;
"Statement of Work"	our written communication to you setting out the services which we propose to supply to you which when signed forms part of the Contract;
"Supervisory Authority"	any regulatory authority responsible for the enforcement of Data Protection Laws;
"Term"	has the meaning given to it in Clause 13.1;
"UK GDPR"	has the meaning given to it in the Data Protection Act 2018.

- 1.2 references to "**Clauses**" are to clauses of these Terms and Conditions; references to "**Paragraphs**" are to paragraphs of a Schedule;
- 1.3 the headings are inserted for convenience only and shall not affect the construction or interpretation of the Contract;
- 1.4 a reference to: (i) "**persons**" include individuals, trusts, partnerships, unincorporated bodies, government entities, companies and/or corporations (in each case whether or not having separate legal personality); (ii) a "**company**" includes any company, corporation or other body corporate, wherever and however incorporated or established.;
- 1.5 the Contract shall be binding on, and enure to the benefit of, the parties to the Contract and their respective personal representatives, successors and permitted assigns, a reference to a Party includes its personal representatives, successors or permitted assigns;
- 1.6 words imparting the singular shall include the plural and vice versa. Words imparting a gender shall include the other genders;
- 1.7 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- 1.8 any phrase introduced by the terms "**including**", "**include**", "**in particular**", "**for example**" or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- 1.9 any obligation on a Party not to do something includes an obligation not to allow that thing to be done; and
- 1.10 except in relation to Clause 16, a reference to "**writing**" or "**written**" includes email but excludes texts and social media messages or similar.

## 2. Contract

- 2.1 The terms of the Contract apply to the exclusion of any terms and conditions submitted, proposed or stipulated by you in whatever form and at whatever time. These Terms and Conditions apply to all Services.
- 2.2 Save as expressly provided in the Contract, the Contract shall operate to the entire exclusion of any other agreement, understanding or arrangement of any kind between the Parties preceding the date of the Contract and in any way relating to the subject matter of the Contract and to the exclusion of any representations not expressly stated in the Contract except for any fraudulent misrepresentations or any misrepresentation as to a fundamental matter. Each of the Parties acknowledges that it has not entered into the Contract based on any representation that is not expressly incorporated into the Contract.
- 2.3 The Contract constitutes the whole agreement and understanding of the Parties as to the subject matter of the Contract and there are no provisions, terms, conditions or obligations, whether oral or written, express or implied, other than those contained or referred to in the Contract.
- 2.4 The Statement of Work shall be in the form that we require from time to time. The Contract shall be legally formed as follows:
- 2.4.1 you shall ask us to provide Services and provide us with as much information as we reasonably request in order to prepare a draft Statement of Work for the Services requested;
- 2.4.2 following receipt of the information requested from you, we shall as soon as reasonably practicable either:
- (a) inform you that we will not provide the requested Services; or
  - (b) provide you with a draft Statement of Work.
- 2.4.3 if we provide you with a draft Statement of Work both parties shall discuss and agree that draft Statement of Work;

- 2.4.4 submission by us to you of a Statement of Work shall not be deemed to be an offer by us to provide Services to you;
- 2.4.5 your acceptance of a Statement of Work that we send to you, shall be deemed to be an offer by you to purchase the Services (as specified in the Statement of Work) from us, subject to the provisions of the Contract;
- 2.4.6 we shall be deemed to accept your offer and the Contract shall be legally formed, and the Parties shall be legally bound on the earlier of:
  - (a) both parties sign the draft Statement of Work;
  - (b) our confirmation that we will provide the Services following your acceptance of the Statement of Work;
  - (c) our commencement of provision of the Services; and
- 2.4.7 the requirements for us to perform any of our obligations under the Contract shall be conditional upon our receipt from you of any advance payment of Fees as required under the Statement of Work.
- 2.5 If you provide to us a purchase order for your receipt of Services other than as set out in Clause 2.4, that purchase order (and any terms and conditions attached or referred to in it) shall be purely for your administrative purposes and shall not form part of the Contract.
- 2.6 Each Statement of Work, with its relevant Schedules, constitutes a separate Contract. There may be more than one Contract between the Parties in force at the same time.

### **3. Services**

- 3.1 We warrant that:
  - 3.1.1 we shall use our reasonable skill and care in providing the Services;
  - 3.1.2 our employees, agents and subcontractors have the necessary skill to provide any Services;
  - 3.1.3 any Services will be provided in a professional, competent and workmanlike manner;
  - 3.1.4 we have all necessary consents, rights and permission to enter into, and perform our obligations under, the Contract;
  - 3.1.5 we shall ensure that our employees, agents and subcontractors co-operate with, and make themselves available at all reasonable times during Business Hours only unless otherwise agreed in the Statement of Work for discussion and meetings with you and your employees, agents or subcontractors;
  - 3.1.6 we shall use our reasonable endeavours to ensure that whilst our employees, agents and subcontractors are on your premises they conform to your normal codes of staff and security practice as are advised to them in advance by you in writing;
  - 3.1.7 we shall regularly update you as to progress with use of the Services, including reporting on any material concerns, issues, comments or queries that need to be addressed or resolved; and
  - 3.1.8 we shall comply with all applicable laws, statutes, regulations and bye-laws in relation to the exercise of our rights and performance of our obligations under the Contract.
- 3.2 We do not warrant that the Services will meet your individual requirements. We are not responsible for any people, equipment, deliverables or services that we are not expressly stipulated to provide in the Contract. You are responsible for any people, equipment, deliverables and services that you need to obtain from someone other than us. Except for any matter in relation to which we specifically agree in writing to advise or do, we shall not be responsible, or have any Liability (subject to Clause 12.2) for advising on, or failing to advise on, or doing, or failing to do, anything else.
- 3.3 Subject to us performing the Services within any timeframe agreed as being necessary for the performance of the Services, we may select our own working times and location provided that the nature of particular services does not require those particular services to be undertaken during particular working times or at a particular location (in which situation you shall be entitled to request that we perform the Services at such working times and location as are reasonable in the circumstances).
- 3.4 We shall use our reasonable endeavours to perform our obligations under the Contract within any timescales set out in the Contract. However, time shall not be of the essence and, subject to Clause 12.2, we shall not have any Liability for any delays or failures to accurately perform our obligations:
  - 3.4.1 if we have used those endeavours; or
  - 3.4.2 if caused by any failure or delay on your part or on the part of your employees, agents or subcontractors or by any breach by you of the Contract or any other agreement; or
  - 3.4.3 if caused by an Event of Force Majeure.

If there is any slippage in time, we shall use our reasonable endeavours to reschedule delayed tasks to a mutually convenient time, subject to Clause 3.5 and Clause 14.
- 3.5 If we are delayed or hindered in providing any Services as a result of any breach, delay or failure by you to perform any of your obligations under the Contract or of any other agreement between us and you, then we may charge you at the Rates for:
  - 3.5.1 any additional time reasonably incurred as a result of the hindrance or breach (including any wasted time for which we had anticipated that our Personnel would provide Services under the Contract but become unable to provide the Services at that time as a result of your act or omission); and
  - 3.5.2 any time that we were going to spend in providing the Services, in addition to the time we actually do spend in providing the Services.
- 3.6 We do not warrant that the Services will be uninterrupted, error-free or secure from unauthorised access. Whilst we use our reasonable endeavours to make the Services available, we shall not have any Liability (subject to Clause 12.2) if for any reason the Services are unavailable for any time or for any period. We make no warranty that your access to the Services will be uninterrupted, timely or error-free. Due to the nature of the Internet, this cannot be guaranteed. However, we will use our reasonable endeavours to ensure at least a 99.5% uptime Services availability level.
- 3.7 We reserve the right, at any time, to carry out repairs, maintenance or introduce new facilities and functions in respect of all or any part of the Services.
- 3.8 We may deploy software to your infrastructure, workstations and servers (including such that we do not directly provide to you) which we consider (at our absolute discretion) necessary in order to provide the Services to you (for example, but not limited to, monitoring of Microsoft

Windows or similar security updates). Such software may collect non-anonymised personal data (for example, e-mail IP addresses and application/operating system logfiles) and which we store as may be required. You can request further information on the data which may be collected and stored by contacting us.

- 3.9 We will monitor our provision of the Services using our own monitoring tools. We will only rely on our own monitoring tools to assess the performance of the Services, and we will not consider or accept any results, reports or data from your monitoring tools in relation to the Services.
- 3.10 Where necessary, we may need to access the Services you are using, and you acknowledge that we may make such access without informing you.
- 3.11 We do not warrant that the Services will be compatible with all Material.
- 3.12 Subject to Clause 10.4.4, we may, at our absolute discretion, from time to time either host the Services on our own servers or use third party suppliers to do so in whole or in part.
- 3.13 You acknowledge that we may from time to time without prior notice and without the need for prior agreement provide reasonable additional obligations or requirements on you or reasonably restrict your rights where necessary due to the requirements of the third-party suppliers provided that such additional obligations or requirements or restrictions do not materially affect your benefit of the Services.
- 3.14 You acknowledge that you are responsible for the security of information held the servers used in the provision of the Services (including virtual private servers and physical private servers) which may be accessible to all users of the Internet without the addition of security measures by you or on your behalf. We do not and cannot make any guarantee as to, and (subject to Clause 12.2) we shall not have any Liability in respect of, the protection or security of any information held on the servers unless expressly agreed in writing between us.
- 3.15 Except as specifically stipulated in the Contract, we shall not be responsible for providing or achieving any particular results or outcomes or within a particular time.
- 3.16 Except where expressly stated in the Contract, we exclude all conditions, warranties, terms and obligations, whether express or implied by statute, common law or otherwise, to the fullest extent permitted by law in respect of the Services.
- 3.17 We do not warrant that any emails sent or received using the Services will reach the intended recipient; you acknowledge that each email, whether outbound or inbound, reaching the intended recipient is dependent on:
  - 3.17.1 various third parties (including the either the sender or recipients hosting and email providers), which are out of our control and may prevent (through any act or omission) the email reaching the intended recipient; and
  - 3.17.2 any email being blocked in the event that it meets a spam filtering score or filtered based on industry-recognised blacklists (or similar), or is otherwise viewed by our systems as suspicious.
- 3.18 Where we provide Denial of Service protection (including Distributed Denial of Service "DDoS") protection as part of your Services, this protection is capable of mitigating the majority of malicious attacks but should not be relied upon to mitigate all attacks (due to attack scale or attack volume) and is a service which is intended to protect the infrastructure of the Services as a whole and not an individual Service. We reserve the right, at any time, to remove access to the Services as may be required to control any malicious attack in terms of the impact to such infrastructure or the Services in general. Where necessary, we may require you to supplement this protection with third-party content filtering services (such as Cloudflare) to filter traffic prior to it being received by the Services.

#### **4. Your obligations**

- 4.1 You shall:
  - 4.1.1 ensure that the terms of the Statement of Work and any specification or instructions you provide to us for the Services, are complete and accurate;
  - 4.1.2 provide proper, adequate, safe, comfortable and suitable environmental and operating conditions if we undertake any work at your premises including sufficient space to operate and connection to utilities and access to welfare facilities;
  - 4.1.3 inform us in writing a reasonable time before the commencement of any Services of any regulations relevant to us when working at any premises under your control;
  - 4.1.4 be present and available at your premises at the required times to enable us to perform our obligations at the times we reasonably require under the Contract;
  - 4.1.5 sign a confirmatory note upon any of the Services (in whole or in part) having taken place if we reasonably require you to do so;
  - 4.1.6 ensure that your employees, agents and subcontractors fully co-operate with, and make themselves available at all reasonable times for discussion and meetings with, us and our employees, agents and subcontractors and to enable us to promptly perform our obligations under the Contract;
  - 4.1.7 promptly comply with all of our reasonable requests in connection with the Contract;
  - 4.1.8 report any faults or suspected faults with or in the Services to us immediately upon discovery;
  - 4.1.9 report to us any abuse of the Internet (including spam, hacking and phishing) that you consider to have taken place through the use of the Services by any person, and you shall include in such report as much information as you are able to provide to us relating to the type of abuse that you have witnessed;
  - 4.1.10 keep any password for your access to the Services strictly confidential and secure, and immediately change your password if you know or suspect that any unauthorised third party becomes aware of your password or if you become aware of unauthorised use of your password or there is any other breach of security known or suspected by you;
  - 4.1.11 maintain access to the Services through your Internet or telecoms service providers, and we are not responsible for any connections from your system to the Services;
  - 4.1.12 license and configure any third-party hardware and/or software necessary for you to access and make use of the Services;
  - 4.1.13 be responsible for ensuring that you have the knowledge and expertise necessary to access and make use of the Services;
  - 4.1.14 ensure that all Material is suitable and prepared for use in conjunction with the Services;
  - 4.1.15 be responsible for ensuring that, and you hereby warrant and undertake to us that, your use of the Services and any Material and our use of the Material:

- (a) does not infringe the privacy rights or Intellectual Property Rights of any third party;
- (b) does not harm us or bring us or our name into disrepute;
- (c) is not for the purposes of sending spam or other unsolicited emails;
- (d) is not for the purposes of breaching or circumventing the security of any network or Internet user;
- (e) does not impose an unreasonable or disproportionately large load on our infrastructure or the Services (whether or not the Services have "unlimited" elements, such as in relation to Internet traffic or disk usage);
- (f) does not interfere with another user's use of the Services or similar services;
- (g) is not defamatory, obscene, abusive, malicious, indecent, harassing or discriminatory;
- (h) conforms in all respects will all applicable laws, rules, regulations, bye-laws and codes of practice (including disability discrimination, intellectual property, privacy and Data Protection Laws); and
- (i) does not contain any material detrimental to us or any other user of the Services or similar services, including any viruses, trap doors, back doors, Trojan horses, time bombs, easter eggs, worms, cancelbots or other computer programming routines that are intended to detrimentally interfere with, damage, expropriate or surreptitiously intercept any system, data or personal information;

4.2 You warrant that you:

4.2.1 have all rights, permissions and consents to enter into, and perform your obligations under, the Contract; and

4.2.2 comply with all applicable laws, statutes, regulations and bye-laws in relation to the exercise of your rights and performance of your obligations under the Contract.

4.3 It is your responsibility to ensure that the Services are sufficient and suitable for your purposes and meet your individual requirements. This responsibility includes ensuring that the Services, and any deliverables or other materials we provide as part of the Services, are compliant with any regulatory regime to which you are subject. We shall not be responsible or, subject to Clause 12.2, have any Liability in the event that the Services are not suitable for your purposes or do not meet your individual requirements, including if they fail to comply with any laws or regulations to which you are subject.

4.4 You are responsible for ensuring that you provide us with the information required to enable us to properly provide the Services. We shall not be responsible or, subject to Clause 12.2, have any Liability for any failure to provide the Services to the extent caused by your failure to properly ensure the provision of the relevant information.

4.5 You must not, whether yourself or in conjunction with anyone else:

4.5.1 manipulate your use of the Services in ways that are unfair to us or other users of the Services; or

4.5.2 use or access the Services in contravention of any applicable law.

4.6 You warrant that any Material is owned by, or appropriately licensed to, you. It is your responsibility to make sure that you have all necessary rights and consents relating to your use of the Material in conjunction with the Services.

4.7 You shall indemnify and hold us harmless against all liabilities, costs, expenses, damages and losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by us arising out of or in connection with any breach by you of Clauses 4.1, 4.5, 4.6 or 4.8. This indemnity shall apply whether or not you have been negligent or at fault.

4.8 You are responsible for keeping regular and full backups of all Material, which may include (but not be limited to) subscribing to and paying for backup services provided by us for the full backup of the Material. Subject to Clause 12.2, we shall have no Liability for any failure by you to backup any Material. If any Material is lost or corrupted for any reason and you do not have an appropriate backup, we will not be able to help you recover that lost or corrupted Material except to the extent that you subscribe for specific backup services in accordance with a Schedule.

4.9 You are responsible to ensure that you have in place insurance in relation to any Material and Personal Data, including in relation to the loss or corruption of that Material or Personal Data.

## 5. Resale of third party software and services

5.1 Where the Services involve the resale by us to you of software owned, or services/products provided, by a third party, you purchase a licence to use that software and those services/products from the relevant third party, and you do so subject to the relevant third party's software licence and/or terms and conditions; those terms and conditions are available on our website and, in some instances, in a Schedule. You will receive no representations or warranties in respect of the license of such software and provision of services/products except those contained in the relevant third party's licence and/or terms and conditions, and you acknowledge that the third party is able to terminate any licence and/or provision of services/products at any time.

5.2 The Fees for your purchase of a licence to third party software and/or third-party services/products are dependent on the relevant third party. Any Fees set out in the Statement of Work are estimated only, and the actual amount you pay for the licence and/or the services/products is at the absolute discretion of the third party. Fees payable in respect of licences for third party software are non-refundable.

5.3 We may provide specific support and maintenance Services in respect of third party software and services/products purchased through the Services. Whether we are able to provide those Services is dependent on the relevant third party providing appropriate support to us.

5.4 Subject to Clause 12.2, we will not have any Liability for the actions of third party software and service/product providers, the software they licence, and/or services/products they provide, to you through the Services, or the availability (or otherwise) of support in respect of that software and those services/products.

## 6. Management of the Services

6.1 Each Party shall appoint a person for each Statement of Work to oversee the provision of Services by us to you under that Statement of Work, where such person shall act as the first point of contact for the other Party in respect of the relevant Services (each being a "Manager").

6.2 The Managers shall cooperate with each other and shall attend meetings at reasonable intervals to discuss the provision of the relevant Services.

## 7. Fees

- 7.1 In consideration of obtaining the relevant Services we provide pursuant to the Contract, you shall pay to us the Fees.
- 7.2 The Fees shall be as set out in the Statement of Work as varied in accordance with Clause 7.7.
- 7.3 In accordance with the Statement of Work, or as otherwise in accordance with our normal expenses policies or procedures from time to time, we may charge you for our reasonable expenses incurred in the course of performing our obligations under the Contract, including for the reasonable accommodation, travel, telephone, food, subsistence, out-of-pocket, any other expenses incurred in the course of performing the Contract outside of the relevant person's normal place of work, stationery, and materials or equipment agreed in writing between the Parties that we will purchase on your behalf. Such expenses shall not be considered to be included in any estimates or quotations we provide to you at any time, and shall be incurred and charged to you on an ad hoc basis.
- 7.4 You shall pay the Fees (and expenses) to us at such times and in such instalments as we may direct from time to time. Unless set out otherwise in the Contract, we may issue invoices to you for the Fees (and expenses) at such intervals as we may, at our absolute discretion, consider appropriate. However, if we are to incur significant expense on your behalf, the Parties may agree (such agreement not to be unreasonably withheld or delayed), on a case-by-case basis, that you shall pay us in advance before we have incurred the expense; you acknowledge that, without your agreement to incur the expense, we reserve the right to stop performing the Services that are dependent on us incurring that expense, and we shall have no Liability, subject to Clause 12.2, for any delay or failure in the performance of the Services as a result.
- 7.5 All sums due to us under the Contract:
- 7.5.1 unless otherwise set out in the Statement of Work, are exclusive of VAT or other sales, import or export duties or taxes (if applicable) which shall be payable in addition at the same time as payment of any sums due;
- 7.5.2 shall be paid by you to us by any payment method that we may stipulate from time to time; no payment shall be considered paid until we have received it in cleared funds in full; and
- 7.5.3 shall be paid by you to us in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 7.6 If you are late in paying any part of any monies due to us under the Contract and such payment remains outstanding for seven days following us providing notice to you of such outstanding payment, we may (without prejudice to any other right or remedy available to us whether under the Contract or by any statute, regulation or bye-law) do any or all of the following:
- 7.6.1 charge interest and other costs including legal costs on the overdue amount due but unpaid at the annual rate of interest set under Section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 from time to time from the due date until payment (after as well as before judgment), such interest to run from day to day and to be compounded monthly;
- 7.6.2 recover our costs and expenses and charges (including legal and debt collection fees and costs) in collecting the late payment; and/or
- 7.6.3 suspend performance of the Contract (or the relevant Schedule) until payment in full has been made [for the Contract and any other amounts outstanding under any other Contract.
- 7.7 We may increase the Fees and the Rates (or any of them) on an annual basis during the Term at any time after the Initial Term or where otherwise specified in a Schedule or Statement of Work. In the event that you do not agree with the increase, you may terminate the Contract on three months' written notice, excluding during the Initial Term or where otherwise specified in a Schedule or Statement of Work, during which notice period the existing Fees (prior to the planned increase) shall apply.

## **8. Insurance**

- 8.1 We shall maintain in force such insurance policies with reputable insurance companies as we consider reasonably necessary to cover our relevant potential liabilities in connection with the Contract.
- 8.2 We shall, during the term of the Contract, and for a period of one year thereafter:
- 8.2.1 do nothing to invalidate any insurance policy or to prejudice your entitlement under any insurance policy; and
- 8.2.2 procure that the terms of such policies are not altered in such a way as to diminish the benefit of the policies for you.

## **9. Confidentiality**

- 9.1 Each Party shall keep the other Party's Confidential Information confidential and shall not:
- 9.1.1 use such Confidential Information except for the purpose of exercising or performing its rights and obligations under the Contract; or
- 9.1.2 disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this Clause 9.
- Each Party shall use adequate procedures and security measures to protect the other Party's Confidential Information from inadvertent disclosure or release to unauthorised persons.
- 9.2 A Party may disclose the other Party's Confidential Information to those of its employees, agents and subcontractors who need to know such Confidential Information provided that:
- 9.2.1 it informs such employees, agents and subcontractors of the confidential nature of the Confidential Information before disclosure; and
- 9.2.2 it does so subject to the recipient agreeing to obligations equivalent to those set out in this Clause 9.
- 9.3 A Party may disclose the Confidential Information of the other Party to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause 9.3, it takes into account the reasonable requests of the other Party in relation to the content of such disclosure.
- 9.4 The obligations of confidentiality in this Clause 9 shall not extend to any matter which either Party can show:
- 9.4.1 is in, or has become part of, the public domain other than as a result of a breach of the confidentiality obligations of the Contract; or
- 9.4.2 was independently developed by it; or
- 9.4.3 was independently disclosed to it by a third party entitled to disclose the same; or
- 9.4.4 was in its written records prior to receipt.
- 9.5 Each Party reserves all rights in its Confidential Information. No rights or obligations in respect of a Party's Confidential Information other than those expressly stated in the Contract are granted to the other Party, or to be implied from the Contract.

- 9.6 We may identify you as our client and the type of Services provided by us to you, provided that, in doing so, we shall not reveal any of your Confidential Information (without your prior written consent).
- 9.7 On termination of the Contract, each Party shall:
- 9.7.1 return to the other Party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other Party's Confidential Information;
  - 9.7.2 erase all the other Party's Confidential Information from its computer systems (to the extent possible); and
  - 9.7.3 certify in writing to the other Party that it has complied with the requirements of this Clause 9.7, provided that a recipient Party may retain documents and materials containing, reflecting, incorporating or based on the other Party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority.
- 9.8 The provisions of this Clause 9 shall continue to apply after termination of the Contract.

**10. Data protection**

- 10.1 The Parties acknowledge that, for the purposes of Data Protection Laws, we are an independent Data Controller with respect to the processing of billing, utilisation, usage/patterns/counts/statistics, traffic data and other account related information related to you (to the extent it is Personal Data) which is necessary for us to perform of our obligations under the Contract, or with respect to any Personal Data held for general business purposes. To the extent that we Process Personal Data on your behalf under the Contract, the Parties acknowledge that, for the purposes of Data Protection Laws, you are the Data Controller and we are the Data Processor of any Personal Data. The nature and purpose of Processing is set out at in our Personal Data Processing Schedule, as may be updated by us from time to time at our reasonable discretion.
- 10.2 Each Party confirms that it holds, and during the term of the Contract will maintain, all registrations and notifications required in terms of the Data Protection Laws which are appropriate to its performance of the obligations under the Contract.
- 10.3 Each Party confirms that, in the performance of the Contract, it will comply with Data Protection Laws.
- 10.4 We will:
- 10.4.1 Process Personal Data only on documented instructions from you, unless required to do so by Data Protection Laws or any other applicable law to which we are subject; in such a case, we shall inform you of that legal requirement before Processing, unless that law prohibits us to so inform you;
  - 10.4.2 ensure that persons authorised to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
  - 10.4.3 ensure that we have 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 our 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 us);
  - 10.4.4 subject to Clause 10.11,, not commission any subcontractor in respect of Processing Personal Data without your prior written consent (such consent not to be unreasonably withheld or delayed), and ensure that any such subcontractor we commission complies with the provisions of this Clause 10 as if it was a Party;
  - 10.4.5 assist you, at your cost, in responding to any request from a Data Subject and in ensuring compliance with your obligations under Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
  - 10.4.6 at your option, delete (to the extent practicable) or return all the Personal Data to you after termination of the Contract or otherwise on your request, and delete existing copies (to the extent practicable) unless applicable law requires our ongoing storage of the Personal Data;
  - 10.4.7 maintain records to demonstrate our compliance with this Clause 10.4, and allow for and contribute to audits, including inspections, conducted by you or another auditor mandated by you; provided that:
    - (a) there is no more than one audit in any calendar month [except in the case of a Personal Data Breach];
    - (b) we are given reasonable notice of any such audit;
    - (c) any audit takes place during normal Business Hours and with no unreasonable disruption to our business;
    - (d) you (or your nominee) shall have access only to information relating to the Processing of Personal Data and our compliance with this Clause 11.4; and
    - (e) you (or your nominee) shall not have access to any information that is proprietary to us, or confidential information that we hold on behalf of third parties;
  - 10.4.8 not transfer any Personal Data outside of the United Kingdom and the European Economic Area unless you have been informed prior and the following conditions are fulfilled:
    - (a) we have provided appropriate safeguards in relation to the transfer;
    - (b) the Data Subject has enforceable rights and effective legal remedies;
    - (c) we comply with our obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
    - (d) we comply with reasonable instructions notified to us in advance by you with respect to the Processing of the Personal Data;

- (e) you and we have entered into standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the UK Supervisory Authority from time to time (where the UK GDPR applies to the transfer).
- 10.5 Each Party will notify the other Party without undue delay if it becomes aware of a Personal Data Breach relating to either Party's obligations under the Contract.
- 10.6 You shall undertake appropriate data protection impact assessments to ensure that Processing of Personal Data complies with Data Protection Laws. We will provide you with reasonable assistance, where necessary and upon your request, in carrying out any data protection impact assessment and undertaking any necessary prior consultation of the Supervisory Authority.
- 10.7 It is your responsibility to ensure that Personal Data is dealt with in a way that is compliant with the 'data protection principles' set out in Data Protection Laws
- 10.8 You shall ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to us for the duration and purposes of the Contract and will not send data to us without such consents and notices being in place.
- 10.9 In the event that we:
- 10.9.1 comply with your instructions in respect of Processing, we shall not have any Liability (subject to Clause 12.2) for any damage caused by Processing that Personal Data, or for any consequences in the event that such Processing otherwise infringes Data Protection Laws, to the extent that such damage or consequences result from our compliance with such instructions; and/or
- 10.9.2 refuse to comply with your instructions in respect of Processing due to concerns that compliance will cause a breach of Data Protection Laws, we shall not have any Liability (subject to Clause 12.2) for any failure to follow such instructions.
- 10.10 You agree to indemnify us, and keep us indemnified and defend us at your own expense, against all costs, claims, damages or expenses incurred by us or for which we may become liable, due to any failure by you or your employees or agents to comply with this Clause 10.
- 10.11 You authorise our engagement of third party IT service suppliers as subcontractors for the purposes of Processing; in the event that we contract with such subcontractors in accordance with the requirements of Data Protection Laws, your entry into the Contract will constitute your prior written consent to that subcontracting by us in respect of the relevant Processing. Information about the subcontractors that we engage for Processing purposes can be obtained by contacting us.
- 10.12 You must at all times:
- 10.12.1 use strong processes and controls to protect the security of Personal Data; such controls must enforce access to Personal Data on a need-to-know basis and also protect against unauthorised observation, change, deletion, corruption, contamination, acquisition or transmission, while at rest or in transit;
- 10.12.2 have plans and processes in place for maintenance, oversight and continuous improvement within your organisation; management and responsibility for information security and data protection by design must be a clear priority within your organisation; and
- 10.12.3 ensure that all your staff are appropriately aware and trained in information security processes and protocols as may be considered reasonable in your industry and operations.
- 10.13 Either Party may, at any time on not less than 30 days' notice, revise Clause 10 by replacing it (in whole or part) with any applicable standard clauses approved by the EU or the UK Supervisory Authority or forming part of an applicable certification scheme or code of conduct (**Amended Terms**). Such Amended Terms shall apply when replaced by attachment to the Contract, but only in respect of such matters which are within the scope of the Amended Terms.

## **11. Intellectual Property Rights**

- 11.1 You acknowledge that we or our licensors own:
- 11.1.1 all Intellectual Property Rights in the Services and any rights arising out of any works arising in connection with them (other than Intellectual Property Rights existing in any Materials; and
- 11.1.2 any IP address allocated to you as part of the Services, and such IP address is not portable or transferrable to another hosting provider at any time, including in the event that the Contract is terminated.
- We grant to you a non-exclusive licence to use the Services and any such IP address for the term of the Contract to the extent necessary for you to receive the provision of the Services from us. You shall not sub-license, assign or otherwise transfer the rights granted by this Clause 11.1.
- 11.2 We acknowledge that you or your licensors own all Intellectual Property Rights in the Material, in respect of which you are subject to the obligations contained in the Contract and, in particular, Clause 4. You grant to us a royalty-free non-exclusive licence for the term of the Contract to use copy and modify that Material to the extent necessary for us to provide the Services to you. We may sub-license, assign or otherwise transfer the rights granted by this Clause 11.2 to any of our sub-contractors for the purpose of providing the Services only.
- 11.3 You shall indemnify us against all Liability (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by us arising out of or in connection with any claim made against us for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with our use of the Materials in accordance with the terms of the Contract.

## **12. Limitation of Liability**

- 12.1 This Clause 12 prevails over all of the Contract and sets forth our entire Liability, and your sole and exclusive remedies, in respect of:
- 12.1.1 performance, non-performance, purported performance, delay in performance or mis-performance of the Contract or any services or deliverables in connection with the Contract; or
- 12.1.2 otherwise in relation to the Contract or entering into the Contract.
- 12.2 Neither Party excludes or limits its Liability for:
- 12.2.1 its fraud; or
- 12.2.2 death or personal injury caused by its Breach of Duty; or
- 12.2.3 any breach of the obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982; or



- 12.2.4 any other Liability which cannot be excluded or limited by applicable law.
- 12.3 Subject to Clause 12.2, we do not accept and hereby exclude any Liability for Breach of Duty other than any Liability arising pursuant to the terms of the Contract.
- 12.4 Subject to Clause 12.2, we shall not have any Liability in respect of any:
- 12.4.1 indirect or consequential losses, damages, costs or expenses;
  - 12.4.2 loss of actual or anticipated profits;
  - 12.4.3 loss of contracts;
  - 12.4.4 loss of use of money;
  - 12.4.5 loss of anticipated savings;
  - 12.4.6 loss of revenue;
  - 12.4.7 loss of goodwill;
  - 12.4.8 loss of reputation;
  - 12.4.9 loss of business;
  - 12.4.10 ex gratia payments;
  - 12.4.11 loss of operation time;
  - 12.4.12 loss of opportunity;
  - 12.4.13 loss caused by the diminution in value of any asset; or
  - 12.4.14 loss of, damage to, or corruption of, data;
- whether or not such losses were reasonably foreseeable or we or our agents or contractors had been advised of the possibility of such losses being incurred. For the avoidance of doubt, Clauses 12.4.2 to 12.4.14 (inclusive) apply whether such losses are direct, indirect, consequential or otherwise.
- 12.5 Subject to Clause 12.2, our total aggregate Liability arising out of or in connection with all claims in aggregate (including warranty claims and losses relating to the breach of warranty) shall be limited to the greater of:
- 12.5.1 110% of all amounts paid and total other sums payable, in aggregate, by you to us under the Contract in the 12 months prior to the date on which the claim first arose; or
  - 12.5.2 £20,000.
- 12.6 The limitation of Liability under Clause 12.5 has effect in relation both to any Liability expressly provided for under the Contract and to any Liability arising by reason of the invalidity or unenforceability of any term of the Contract.
- 12.7 You acknowledge and accept that we only provide the Services to you on the express condition that we will not be responsible for, nor shall we have any Liability (subject to Clause 12.2), directly or indirectly, for any act or omission of, you or your employees, agents or subcontractors, or any third party.

### 13. Termination

- 13.1 The Contract shall commence on the Commencement Date. Unless terminated earlier in accordance with condition 13.2 or 13.3 (or this clause), the Contract shall continue for the Initial Term and shall automatically extend for the Extended Term at the end of the Initial Term and at the end of each Extended Term. Either party may give to the other party 3 calendar months' written notice to terminate this agreement at the end of the Initial Term or the relevant Extended Term, as the case may be. The ability to terminate this agreement at the end of the Initial Term or the relevant Extended Term will expire if written notice is not served at least 3 calendar months' prior to the end of the Initial Term or the relevant Extended Term. The Initial Term and all subsequent Extended Terms (if any) shall together be the "**Term**".
- 13.2 Without prejudice to any of our rights or remedies, we may terminate the Contract (or, at our absolute discretion, the relevant Schedule) or suspend any or all of the Services with immediate effect (or such other notice period as we see fit in our absolute direction) by giving notice to you if you fail to pay any amount due under the Contract on the due date for payment and such amount remains in default not less than seven days after being notified to make such payment.
- 13.3 By notice in writing to the other Party, either Party may immediately terminate the Contract:
- 13.3.1 or the relevant Schedule if the other Party is in material breach of any of its obligations under the Contract (or that Schedule), and, where such material breach is capable of remedy, the other Party fails to remedy such breach within a period of 20 Business Days of being notified of such breach by the Party; and/or
  - 13.3.2 if the other Party gives notice to any of its creditors that it has suspended or is about to suspend payment or if it shall be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, or an order is made or a resolution is passed for the winding-up of the other Party or an administration order is made or an administrator is appointed to manage the affairs, business and property of the other Party or a receiver and/or manager or administrative receiver is appointed in respect of all or any of the other Party's assets or undertaking or circumstances arise which entitle the court or a creditor to appoint a receiver and/or manager or administrative receiver or administrator or which entitle the court to make a winding-up or bankruptcy order, or the other Party takes or suffers any similar or analogous action in consequence of debt in any jurisdiction.
- 13.4 You may terminate the Contract in accordance with Clause 7.7.
- 13.5 Termination of the Contract or a Schedule shall be without prejudice to any accrued rights or remedies of either Party.
- 13.6 On termination of the Contract or a Schedule for any reason:
- 13.6.1 we shall cease to provide the Services under the Contract or that Schedule (as applicable);
  - 13.6.2 all relevant Material will be automatically deleted from our servers and, as is the case throughout the Term in accordance with Clause 4.8, you are responsible for taking appropriate backups of such data and material at all times; and
  - 13.6.3 you shall pay to us all amounts owing to us under the Contract, whether invoiced or not.

13.7 Clauses 1, 4.7, 7, 9, 11, 12, 13.5, 13.6, 13.7, 15.1, 15.6, 16, 17, 18, 19, 20, 21, 23, 24 and 25 shall survive any termination of the Contract for any reason.

#### **14. Change Control**

14.1 Either Party may propose changes to a Statement of Work but no proposed changes shall come into effect until a relevant Change Order has been signed by both parties. A Change Order shall be a document setting out the proposed changes to the relevant Statement of Work and the effect that those changes will have on:

14.1.1 the Services;

14.1.2 the Fees;

14.1.3 the timetable for the Services; and

14.1.4 any other terms of the relevant Statement of Work.

14.2 If we want to make a change to a Statement of Work we shall provide a draft Change Order to you.

14.3 If you want to make a change to a Statement of Work, you shall notify us and provide as much detail as we reasonably require of the proposed changes, and we shall, as soon as reasonably practicable after receiving such information from you, provide a draft Change Order to you.

14.4 If the parties:

14.4.1 agree to a Change Order, they shall sign it and that Change Order shall amend the relevant Statement of Work; or

14.4.2 are unable to agree a Change Order, either Party may require the disagreement to be dealt with in accordance with the dispute resolution procedure in clause 24 and unless the parties agree otherwise we shall continue to provide, and you shall continue to pay for, the Services in accordance with the Statement of Work unamended by the relevant Change Order.

#### **15. Force Majeure**

15.1 Subject to Clause 12.2, neither Party shall have any Liability for any breach, hindrance or delay in performance of its obligations under the Contract which is caused by an Event of Force Majeure, regardless of whether the circumstances in question could have been foreseen. An "**Event of Force Majeure**" means any cause outside of the Party's reasonable control, including act of God, actions or omissions of third parties (including hackers, suppliers, couriers, governments, quasi-governmental, supra-national or local authorities), insurrection, riot, civil war, civil commotion, war, hostilities, threat of war, warlike operations, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions, national emergencies, terrorism, nuclear, chemical or biological contamination or sonic boom, piracy, arrests, restraints or detentions of any competent authority, blockade, strikes or combinations or lock-out of workmen, epidemic, pandemic, fire, explosion, storm, flood, drought, adverse weather conditions, loss at sea, earthquake, natural disaster, accident, collapse of building structures, failure of plant machinery or machinery or third party computers or third party hardware or vehicles, failure or problems with public utility supplies (including general: electrical, telecoms, water, gas, postal, courier, communications or Internet disruption or failure), shortage of or delay in or inability to obtain supplies, stocks, storage, materials, equipment or transportation.

15.2 Each of the Parties agrees to inform the other upon becoming aware of an Event of Force Majeure, such information to contain details of the circumstances giving rise to the Event of Force Majeure.

15.3 The performance of each Party's obligations shall be suspended during the period that the circumstances persist and such Party shall be granted a reasonable extension of time for performance.

15.4 Each Party shall bear its own costs incurred by the Event of Force Majeure.

15.5 If the performance of any obligations is delayed under this Clause 15, each Party shall nevertheless accept performance as and when the other shall be able to perform.

15.6 If the breach, hindrance or delay caused by the Event of Force Majeure as set out in Clause 15.1 continues without a break for more than one month, either Party may terminate the Contract immediately by notice to the other, in which event neither Party shall have any Liability (subject to Clause 12.2) to the other Party by reason of such termination.

15.7 If we have contracted to provide identical or similar services to more than one customer and we are prevented from fully meeting our obligations to you due to an Event of Force Majeure, we may decide at our absolute discretion which contracts we will perform and to what extent.

#### **16. Notices**

16.1 Any notice given to either Party under or in connection with the Contract shall be in writing, addressed to the relevant Party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that Party may have specified to the other Party in writing, and shall be delivered personally, sent by pre-paid first class post, recorded delivery or commercial courier (together '**by post**') or by email to the Manager of the other party provided that a copy of such emailed notice is sent by post.

16.2 A notice shall be deemed to have been received: if delivered personally, when left at the address referred to in Clause 16.1; if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; or, if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by email at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume, subject to a copy of the emailed notice being sent by post.

16.3 The provisions of this Clause 16 shall not apply to the service of any proceedings or other documents in any legal action.

#### **17. Restriction**

17.1 For the duration of the Contract and for 12 months following the termination or expiry of the Contract for any reason, you must not offer employment to, enter into a contract for the services of, or attempt to entice away from us, any individual who is at the time of such offer or attempt, or has been at any time in the six months prior to such offer or attempt, our employee or sub-contractor.

17.2 The restrictions imposed on you by this Clause 17 apply to you acting:

17.2.1 directly or indirectly; and

17.2.2 on your own behalf or on behalf of, or in conjunction with, any firm, company or person.

#### **18. Assignment**

You may not assign, transfer, charge or otherwise encumber, create any trust over, or deal in any manner with, the Contract or any right, benefit or interest under it, nor transfer, novate or sub-contract any of your obligations under it, without our prior written consent (such consent not to be unreasonably withheld or delayed).

**19. Severance**

- 19.1 If any court or competent authority finds that any provision of the Contract (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 the Contract shall not be affected.
- 19.2 If any invalid, unenforceable or illegal provision of the Contract 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.

**20. Waiver**

A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a Party to exercise any right or remedy provided under the Contract 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.

**21. Third party rights**

A person who is not a Party shall not have any rights under or in connection with the Contract.

**22. Variation**

No variation of the Contract shall be effective unless it is agreed in writing and signed by each of the Parties (or their authorised representatives).

**23. No partnership**

Nothing in the Contract shall constitute a partnership or employment or agency relationship between the Parties.

**24. Dispute resolution**

- 24.1 If a dispute arises out of or in connection with the Contract or the performance, validity or enforceability of it ("**Dispute**") then the Parties shall follow the procedure set out in this Clause 24:
- 24.1.1 either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with relevant supporting documents. On service of the Dispute Notice, the Managers of each Party shall meet and attempt, acting reasonably and in good faith, to resolve the Dispute;
- 24.1.2 if those persons set out in Clause 24.1.1 are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to the Managing Director at Awareness Software Ltd and your equivalent employee having senior authorisation to bind your business, who shall attempt, acting reasonably and in good faith, to resolve it; and
- 24.1.3 if those persons set out in Clause 24.1.2 are for any reason unable to resolve the Dispute within 30 days of it being referred to them, either Party may refer the Dispute to arbitration to be determined by the appointment of a single arbitrator to be agreed between the parties, or failing agreement within 10 Business Days after either Party has given to the other a written request to concur in the appointment of an arbitrator, by an arbitrator to be appointed by the President or a Deputy President of the Chartered Institute of Arbitrators.

**25. Governing law and jurisdiction**

- 25.1 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England.
- 25.2 The Parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter or formation.