



## MASTER SERVICES AGREEMENT

Between:

Hotality IT Solutions Ltd (10464922)

whose registered office is at Unit R, The Loddon Business Centre, Roentgen Road, Basingstoke, RG24 8NG ("Company")

and

the "Client", whose registered office and name is shown on the invoice, quote, scope of works, or other such document.

Date Of Agreement : \_\_\_\_\_

### Confidentiality

This material and any part of its contents are the property of Hotality IT Solutions Ltd. Without the express written consent of Hotality IT Solutions Ltd, this material is not to be disclosed, duplicated or used, in whole or in part, for any purpose other than evaluation. This material shall be kept in a safe place at all times and shall be returned to Hotality IT Solutions Ltd upon request.

Version 2

## HOTALITY IT SOLUTIONS LTD GENERAL TERMS OF BUSINESS (January 2017)

This document (the "General Terms") sets out the general terms and conditions on which Hotality IT Solutions Ltd (10464922) will provide all of its services to the Client.

Hotality IT Solutions Ltd and the Customer hereby agree as follows:

### 1. DEFINITIONS AND INTERPRETATION

The definitions and rules of interpretation in this clause apply in this Contract:

<b>Service Desk</b>	the Company's service desk receiving incoming calls from clients of the Company that have subscribed to the support service.
<b>Bespoke Software</b>	software written by the Company based on the Client's bespoke requirements and/or modifications of the software based on the Client's bespoke requirements.
<b>Bespoke Software Completion Form</b>	the form to be signed by the Client confirming completion of a Software Solution
<b>Client / The Customer</b>	the person, company or other body purchasing the Solutions from the Company pursuant to the Contract
<b>Client Communication</b>	any information, instruction, order, request, acceptance, notice or communication of any kind in any medium whatsoever provided by the Client to the Company.
<b>Client Data</b>	any information that is inputted by the Client or provided by the Client to the Company as part of the Client's use of the Services, including any information derived from such information.
<b>Client Personal Data</b>	any Personal Data comprised in the Client Data.
<b>Commencement Date</b>	the earliest of: <ul style="list-style-type: none"> <li>(a) the date of acceptance of the Quotation;</li> <li>(b) the date set out in the Quotation as the day on which the Support and/or the Services in question is stated to commence;</li> <li>(c) the date on which the Support and/or Services in question actually commenced.</li> </ul>

<b>Company</b>	Hotality IT Solutions Ltd (company number 10464922) whose registered address is View Point, Basing View, Basingstoke, RG21 4RG.
<b>Confidential</b>	Information as defined in Clause 21.
<b>Consequential Loss</b>	without limitation: <ul style="list-style-type: none"> <li>(a) pure economic loss;</li> <li>(b) losses incurred by one party, any customer of that party or other Third Party;</li> <li>(c) loss of profits (whether categorised as direct or indirect);</li> <li>(d) losses arising from business interruption;</li> <li>(e) loss of business revenue, goodwill, anticipated savings;</li> <li>(f) losses arising from wrongful termination of a Contract;</li> <li>(g) losses whether or not occurring in the normal course of business, wasted management or staff time; or</li> <li>(h) loss or corruption of data.</li> </ul>
<b>Contract</b>	a contract for the supply of Solutions, as established under Clause 2.2, to which these Terms apply.
<b>Data Controller</b>	has the meaning given to that term in the Data Protection Act 1998.
<b>Data Processor</b>	has the meaning given to that term in the Data Protection Act 1998
<b>Deposit</b>	the sum (if any) specified in the Quotation or otherwise which the Client will be required to pay the Company prior to the supply of the Solutions.
<b>Documentation</b>	the operating manuals, user instructions, technical literature and all other related materials in eye-readable form supplied to the Client in relation to the Solutions.
<b>Equipment</b>	such computer equipment other than the Hardware.
<b>Hardware</b>	the hardware to be supplied to the Client pursuant to the Contract
<b>Intellectual</b>	in respect of any item, rights of any nature whatsoever, whether registered or unregistered including, without limitation, any patent,

<b>Property Rights</b>	right in a design, copyright, trade mark, database right and other intellectual property right whether or not capable of registration.
<b>IT Infrastructure</b>	all of the hardware, software and networks required to provide IT-related services to the Client, but excluding associated personnel, processes and documentation.
<b>Location</b>	the Client's premises where the Equipment is located or the Services or the Support are to be provided or the Hardware or the Software are to be delivered.
<b>Normal Operational Hours</b>	the hours of 8.00 a.m. to 6.00 p.m. during a Working Day.
<b>Personal Data</b>	has the meaning given to that term in the Data Protection Act 1998.
<b>Quotation</b>	an applicable quotation.
<b>Recurring Item</b>	any item or Services or Support that is/are to be paid on a recurring basis.
<b>RPI</b>	the Retail Prices Index or any official index replacing it.
<b>Schedule of Cover</b>	the document setting out the Support provided by the Company and the response times within which such Support will be provided.
<b>Service Termination Schedule</b>	a schedule setting out the tasks to be undertaken and key responsibilities, bespoke requirements and Client obligations reasonably necessary to complete the termination or expiry process
<b>Services</b>	the services to be supplied by the Company to the Client pursuant to the Contract, including, without limitation, audit, installation, implementation, training and consultancy services
<b>Software</b>	the Third Party Software, Software and/or Bespoke Software as applicable to be supplied to the Client by the Company pursuant to the Contract.
<b>Solution or Solutions</b>	as the case may be, any Hardware and/or Software and/or Support and/or Services as set out in the applicable Quotation or Contract.
<b>Specification</b>	a schedule setting out the equipment list, tasks to be undertaken, key responsibilities, bespoke requirements, Client obligations, site access requirements and any additional Company obligations necessary to

	fulfil an installation request.
<b>Scope of Works</b>	the Specification used to conform to the Solution.
<b>Support</b>	the support services to be provided to the Client by the Company pursuant to the Contract and Supported.
<b>Support Fee</b>	the fee due by the Client to the Company for the provision of Support.
<b>Terms</b>	these Master Terms & Conditions of Business.
<b>Third Party</b>	any person, company or other body not being the Company or the Client.
<b>Third Party Software</b>	the third party client-side software or software as a service to be supplied to the Client by the Company pursuant to the Contract under the relevant Third Party's licensing terms.
<b>Hotality Software</b>	the software modules which belong to the Company, to be supplied to the Client by the Company pursuant to the Contract.
<b>VAT</b>	value added tax.
<b>Working Day</b>	any day other than Saturday or Sunday on which banks in London are open for a full range of banking

Clause, schedule and paragraph headings shall not affect the interpretation of this Contract.

A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality).

A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular and a reference to one gender shall include a reference to the other genders.

A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Contract under that statute or statutory provision.

References to clauses and schedules are to the clauses and schedules of this Contract; references to paragraphs are to paragraphs of the relevant schedule to this Contract.

## 2. CONTRACT FORMATION

2.1 These Terms shall apply to and be incorporated into each element of each Contract and to all tenders, offers, quotations, orders, acceptances, agreements and deliveries relating to the supply of Solutions by the Company.

2.2 Written acceptance of a Quotation and/or use of any Solution and/or acceptance of any Solution by the Client (whichever is earliest) will establish a contract for the supply and purchase of Solutions on these Terms (each a Contract).

2.3 The terms of each Contract shall be as set out in the relevant Quotation, the applicable schedule of terms, Scope of Works, the respective Specification and these Terms. To the extent that there is a conflict between these Terms and the terms of a Quotation or a Schedule, the terms of the Quotation or Schedule shall prevail.

2.4 All descriptions, specifications, drawings, prices, performance ratings and other information quoted or submitted by the Company or included in any sales literature, quotation, price list, acknowledgement of order, invoice or other document or information issued by the Company are to be deemed approximate only (except where stated in writing to be exact) and none of such items or any part thereof shall form part of the Contract (other than as approximations).

2.5 Any typographical, clerical or other error or any omission in any sales literature, quotation, price list, acknowledgement of order, invoice or other document or information issued by the Company will be subject to correction without any liability on the part of the Company.

2.6 The Company reserves the right to make any changes in the specifications of Hardware or Software which are required to conform with any applicable safety or other legal requirements or which do not materially affect their quality or performance.

2.7 The Client's standard terms and conditions (if any) attached to, enclosed with, or referred to in any Client Communication, or other document shall not govern the Contract.

## 3. CHARGES AND DEPOSIT

3.1 The charges payable by the Client for the supply of Solutions and/or Recurring Items will, unless otherwise agreed in writing, be as stated in the Quotation agreed with the Client.

3.2 The Company may vary the charges following a site survey or audit undertaken with the Client's consent, in which case the Company will issue a new or amended Quotation.

3.3 Where no charges are quoted, or where quoted charges are no longer valid having expired pursuant to the terms of the Quotation, the Company shall issue a new Quotation for the Solutions for the Client to agree.

3.4 The Company may increase the charges at any time without prior notification to the Client as a result of any error or inadequacy in any specifications, instructions or design provided by the Client or a third party on its behalf or any modifications carried out by the Company at the request of the Client or pursuant to clause 3.1.

3.5 All charges are exclusive of VAT and all other expenses incurred in connection with the supply of Solutions, for which the Client shall be additionally liable.

3.6 Where the Quotation specifies a Deposit, the Client shall pay accordingly. Any Deposit paid by the Client will be non-refundable and the Client hereby expressly agrees that any Deposit may be retained by the Company whether or not the relevant Solution has been delivered or provided.

3.7 When Support and/or Services are provided on a time and materials basis, the charges in question will be invoiced per commenced hour and rounded up by reference to the Company's then hourly rates or pre-agreed rate card.

3.8 The Client agrees that the Company may increase the amount of the Support Fee, fees for Recurring Items or other fees for Services on an annual basis (i) by no more than 3% above any increase in RPI for the 12 month period ending two months before the anniversary of the Contract in question; and (ii) by an amount to reflect any increase in costs passed on to the Company by any Third Party connected with the provision of the Services. In so doing, the Company may take into account any changes to the Customer's environment and any new Solutions delivered or provided or additional Hardware, Equipment or Software introduced since the previous anniversary of the Contract in question, whether installed at the Location or otherwise.

3.9 Notwithstanding the provisions of clause 3.8, if additional Hardware, Equipment or Software has been introduced or installed at the Location, whether by the Company or otherwise, the Company reserves the right to increase the amount of the Support Fee or other fees for Services with immediate effect without waiting for the anniversary of the Contract, such increase to be calculated on a pro rata basis with reference to the relevant Quotation. The Company will give the Client written notice of any such increase. For the avoidance of doubt, the Company will not pay any refund in the event that less Support is required by the Client than is set out in the relevant Quotation.

## 4. PAYMENT

4.1 The Company will be entitled to invoice the Client at any time after the Contract has been made (including for the avoidance of doubt, prior to the forthcoming anniversary of the Commencement Date of the Contract) and in the case of delivery of Hardware or Software either before or after delivery of the Hardware or Software, or in the case of the supply of Support, at any time before the Commencement Date. Unless otherwise set out in the Quotation, Services will be provided on a time and material basis at the rates set out in the Quotation and will be invoiced monthly in arrears. Such rates may be increased on an annual basis in accordance with the

provisions of Clause 3.8.

The Client acknowledges and agrees that:

4.1.1 the Company reserves the right to levy an additional reasonable charge if the Client makes any payments by debit or credit card. Such charge may vary depending on the type of card used and will be a percentage of the amount payable. The percentage will be variable and may be changed at any time by the Company. The Client will be notified of these charges/the percentage at the time when card details are given to Company to perform a payment/charge on the card;

4.1.2 the Company reserves the right to levy an additional charge of up to £30 (thirty pounds) plus VAT if any cheque is not honoured or if any direct debit or BACS scheduled payment is not completed; and

4.1.3 all reasonable increases to charges that are levied on the Company by Third Party providers will be passed on to the Client.

4.2 The Client will pay all charges in full together with any VAT and other expenses (without legal or equitable set-off or counterclaim) in accordance with the terms of the relevant invoice or Quotation. If the invoice or Quotation in question is silent in relation to payment terms, all charges for Recurring Items will be payable annually in advance, and all other charges will be payable within 30 days of the date of the invoice or Quotation.

4.3 The Company may request a Deposit equal to the cost to the Client of the Hardware and Software that will be payable. If the Deposit is required and is not paid within 30 days of the date of the Quotation, the Company may, upon giving written notice to the Client, suspend delivery and/or the provision of the Solution concerned, pending payment of the Deposit. If the Deposit is not received in cleared funds within seven days of such written notice, the provisions of Clauses 4.4 and 15.2 will apply.

4.4 If the Client fails to make any payment due under this Contract by the due date, then, without limiting the Company's remedies under Clause 15, the Company will be entitled to:

4.4.1 suspend the performance of any element of, or all elements of any Contract and the Client will fully indemnify the Company for any and all losses (including loss of profit) or expenses incurred;

4.4.2 charge interest on any monies due at the rate of 4% above the base rate of the Bank of England from the due date until the date of actual payment; and/or

4.4.3 charge the cost of recovering such debt including any reasonable fees, charges or expenses payable to any professional adviser, collection agency or other person in relation to the debt.

4.5 Unless contemplated otherwise in the applicable manufacturer's warranty, the Client will be responsible for any courier delivery costs (both ways) for all Third Party items that need to be



repaired by the manufacturer and which are returned to the Company by the Client for this purpose.

4.6 Unless otherwise agreed by the Company, all Recurring Items must be paid by direct debit and will following the first anniversary of the Commencement Date of the Contract in question, in the absence of written agreement by the Company, be payable on an annual basis. The direct debit must be deducted within 14 days of the invoice in question.

4.7 The Client's responsibility to make payments under this Contract shall not be affected by the Client entering into a lease, finance, hire purchase or similar agreement with a financial services provider relating to the Solutions, even if brokered by the Company. For the avoidance of doubt if, for whatever reason, the Company does not receive payment when due from a financial services provider, the Client shall pay such sum(s) instead whether or not it has paid the financial services provider.

## 5. CLIENT'S OBLIGATIONS

5.1 The Client will:

5.1.1 pay all sums, fees, Deposits and other charges due under any Contract by their due date, time of payment being of the essence;

5.1.2 if a Service is delayed other than through the Company's fault, at the election of the Company (to be exercised in the Company's sole discretion) pay any fees or expenses incurred and/or any sums required by the Company in respect of idle-time incurred for the delay, including delay as a result of the Client's agents or representatives. The Company's fees will be charged at the Company's then current hourly rate. Any agreed time schedules will be deferred to a period of time to be determined in the sole discretion of the Company;

5.1.3 take all reasonable precautions to protect the health and safety of the Company's personnel whilst at the Location;

5.1.4 allow the Company to exercise upon reasonable notice a right of entry over all premises in the possession of or under the control of the Client in order for the Company to perform its duties under the Contract and to determine whether the Client is complying with its obligations under these Terms;

5.1.5 be responsible for ensuring that the Location is ready to receive the Solutions concerned, inclusive of applicable power and communications requirements;

5.1.6 promptly furnish the Company with any information required by the Company in order to provide the Solutions and will ensure its employees or agents co-operate in a timely manner with the Company;

5.1.7 if the Client fails for any reason (including, without limitation, a failure by the Client to pay a Deposit or as a result of a delay that is not caused by the Company) to complete any purchase of any Solution within the period notified to the Client at any time by the Company, indemnify the Company against any loss (including loss of profit), damage or cost of whatever nature suffered or incurred by the Company reasonably relating to such failure on the part of the Client including, without limitation, reasonable charges and/or expenses incurred by Third Parties retained by the Company;

5.1.8 indemnify and keep the Company indemnified in respect of any losses (including loss of profit), costs, damages, claims and/or expenses incurred by the Company due to any claims by any Third Party arising out of any possession, use, access to or modification of the Client's computer systems by the Company on the Client's instructions and/or use of any materials supplied to the Company by the Client. The indemnity in this clause 5.1.7 will survive the termination or expiry of this Contract;

5.1.9 not copy or reproduce in any way the Documentation or any part thereof without receiving the Company's prior written consent; and

5.1.10 perform such other obligations as are set out in the Quotation, or as reasonably requested by a representative of the Company.

5.2 The Client will promptly provide the Company, on request, with all information and assistance that the Company may reasonably require in the performance of its duties under the Contract.

5.3 The Client warrants that any of its representatives who enter into the Contract have the Client's authority to do so and that the Client will take responsibility for any employee, ex-employee or other person who holds themselves out to be an authorised representative of the Client.

## 6. DELIVERY, INSPECTION AND COMMENCEMENT OF RISK

6.1 All dates supplied by the Company for the delivery or installation or implementation or testing of an element of Hardware and/or Software or the provision of any Support or any Service will be treated as being approximate only and are not guaranteed. Time for delivery of Hardware and/or Software or the completion of any Service or Support will not be of the essence. The Company will use its reasonable endeavours to meet such dates, but no liability will attach to the Company if such dates are not met for any reason.

6.2 Risk of damage to or loss of Hardware or Software will pass to the Client:

6.2.1 on delivery by the Company to the Location; or

6.2.2 if the Client fails to take delivery, when the Hardware or Software are tendered for delivery; or

6.2.3 when possession of the Hardware or Software is taken by a carrier for the for delivery to the Client, whichever is the earliest.

6.3 With effect from delivery and, for the avoidance of doubt, in the period until title in the Hardware passes to the Client, the Client is responsible for insuring the Hardware against loss or damage for the full cost of its replacement. With effect from delivery of the Software, the Client is responsible for insuring the Software in question against loss or damage for the full cost of its replacement.

6.4 The Company does not accept any liability for loss or damage to the Hardware or Software whilst in transit to the Client unless they are carried by the Company and the Company is notified of such loss or damage within two days of delivery or scheduled delivery (time being of the essence).

6.5 Where the Company agrees to remedy any fault or damage pursuant to clause 6.4, the Company may, at its option, replace the Hardware and/or Software in question in which event the Client will immediately return the damaged or faulty Hardware and/or Software in question to the Company.

6.6 If the Client fails or is unable to take possession of the Hardware or Software or is unable or unwilling to permit the Company to perform the Services or Support pursuant to the Contract after the Company has tendered delivery or performance, then without prejudice to other rights or remedies the Company will:

6.6.1 be entitled to suspend the performance of any element of or all elements of any Contract (whether related to the Contract in question or not) in which case payment by the Client for the Solutions will immediately become due whether or not an invoice has been rendered by the Company;

6.6.2 be entitled to suspend the performance of any element of or all elements of the Contract in question in which case payment by the Client for the Solutions will immediately become due whether or not an invoice has been rendered by the Company;

6.6.3 be entitled to terminate any element of or all elements of any Contract (whether related to the Contract in question or not) in which case payment by the Client for the Solutions will immediately become due whether or not an invoice has been rendered by the Company;

6.6.4 be entitled to terminate the performance of any element of or all elements of the Contract in question in which case payment by the Client for the Solutions will immediately become due whether or not an invoice has been rendered by the Company; and/or

6.6.5 hereby be indemnified by the Client for all losses (including loss of profit otherwise resulting directly from the underlying Contract), costs and expenses incurred.

## 7. PROVISION OF HARDWARE AND SOFTWARE

### General

7.1 The Client will not in any way charge by way of security for any indebtedness any of the Hardware or Software which remain the property of the Company or the relevant Third Party.

7.2 The Client acknowledges that the Contract is binding and that any Hardware, or Software referred to in the Contract cannot be returned to the Company even if such Hardware or Software has not been opened or made use of.

### Provision of Hardware

7.3 Title in the Hardware will not pass to the Client until the total price payable for it and any other sums due from the Client have been received in full in cleared funds by the Company.

7.4 Until title in the Hardware has passed to the Client, the Client will hold the Hardware as bailee for the Company.

7.5 The Client will keep the Hardware separate from any other goods in its possession and promptly store, protect, insure and identify them as belonging to the Company.

7.6 Until title in the Hardware passes, the Client will, upon request, deliver up such of the Hardware as is in the possession of the Client and if the Client fails to do so forthwith the Company may enter the premises owned, occupied and controlled by the Client and repossess the Hardware.

### Provision of Software

7.7 Title to and the Intellectual Property Rights in the Software will not pass to the Client. If, notwithstanding the foregoing, pursuant to the Quotation, title in the Bespoke Software should pass to the Client, such title will not pass until the total price payable for it and any other sums due from the Client have been received in full cleared funds by the Company. The Client acknowledges and agrees that where source code has not been provided with Software, such Software may not be reverse-engineered, save to the extent permitted by law.

7.8 Provided the Company receives in full cleared funds the total price payable for the Software, the Client is licensed to use the Software in accordance with these Terms and/or the applicable Third Party licence terms, and by entering into the Contract, the Client agrees to comply with such terms. For the avoidance of doubt, the owners of the Third Party Software are the licensors of the Third Party Software and the Client's ability to access, install, possess or otherwise use the same is subject to the licence terms of such third parties.

7.9 Save where the following terms contradict the licence terms for the Third Party Software (in

which case those terms shall prevail), the Software will be licensed as follows:

7.9.1 the licence for the Software will be for the duration of the Contract (until terminated), non-transferable and non-exclusive.

7.9.2 subject to clause 6.9.6, the Software will be used by the Client only for the purposes of the Client's own internal business;

7.9.3 the Client will not alter, modify, copy or adapt the Software or any part thereof;

7.9.4 the Client will not assign, sublicense, charge or otherwise dispose of or grant rights over or out of the licence hereby granted for the Software, without the Company's prior written consent (such consent not to be unreasonably withheld);

7.9.5 to the maximum extent permissible in law, the Client agrees not to attempt to ascertain or list the source programs or source code relating to the Software;

7.9.6 notwithstanding clause 7.9.2, the Client will not, without the prior written consent of the Company, use the Software as part of a computer bureau business or for a business which the Client does not at the date of the Contract carry on; and

7.9.7 the Client will not interfere with or attempt to circumvent the operation of any dongle or other device whose function is to prevent the unlawful copying or use of the Software.

7.10 Notwithstanding a description of the Client's rights as or by virtue of a "sale" (and whether made orally or in writing and whether made in their terms or in any other document) unless specifically set out otherwise in the Quotation, the Client's only right to use the Software is by way of a licence pursuant to these Terms and the Contract and any licence proffered by or on behalf of the owner of the Third Party Software.

## 8. PROVISION OF SERVICES

### General

8.1 The Company shall use reasonable endeavours to provide the Solutions in accordance in all material respects with the relevant Specification and any service level agreement.

8.2 Where the Company agrees to provide the Services specified in the Quotation, the following provisions apply unless otherwise specified in the Quotation.

8.3 Unless specifically set out otherwise in the Quotation, the Company will own and be fully entitled to use in any way it deems fit any Intellectual Property Rights or intellectual property skills, techniques, materials, concepts or know-how acquired, developed or used in the course of performing the Services and any improvements made or developed during the course of the Services. For the avoidance of doubt, this will include any improvements or modifications to

Software during the term of the Contract. Nothing herein will be construed or will give effect to any transfer of right, title or interest in the Company's Intellectual Property Rights.

8.4 Any estimate or indication by the Company as to the number of man days or man hours required by the Company to undertake a specific task will be construed as being an estimate only and the Company reserves the right to allocate personnel to the task in question at its absolute discretion. The Company will in no circumstances be liable for a delay or for any other loss, damage or cost of whatsoever nature (including without limitation Consequential Loss) suffered or incurred by the Client where such estimate or indication is incorrect or where more senior personnel are allocated in relation to the task in question.

8.5 If the Location lies outside Hampshire, Surrey or Berkshire, the Company reserves the right, in addition to the charges agreed for the Services, charge its then current rates for travel, accommodation and subsistence expenses, as well as the cost of time spent travelling incurred in the provision of the Services.

8.6 For the avoidance of doubt, if the Services to be provided pursuant to the Quotation contemplate the provision of audit services only, the provisions relating to, inter alia, Support, installation, implementation and systems integration will not apply.

8.7 The Client acknowledges and agrees that there may be circumstances where performance of business systems may be disrupted. In these circumstances the Company will use reasonable endeavours on a time and materials basis to remedy such disruption within a reasonable period of time subject to prompt and adequate notice of such disruption by the Client.

#### Data and back-up

8.8 Unless the Client engages the Company to provide Back-up as a Service, it is the Client's responsibility to take adequate copies of data, operating and application software so that the system and files may be restored in the event of corruption or other similar loss howsoever occasioned.

#### Audit services

8.9 The Client must provide the Company with all information reasonably necessary in the Company's opinion to complete an audit. Audits will be carried out on the basis of the information provided and the Company accepts no liability for information that is incorrect, inadequate or not provided. There will be no reduction in fees in the event that information is incorrect, inadequate or not provided.

## 9. CHANGE CONTROL

9.1 If either party wishes to change the scope of the Solutions, it shall submit details of the requested change to the other in writing.

9.2 If either party requests a change to the scope or execution of the Solutions, the Company shall, within a reasonable time, provide a written estimate ("Change Proposal") to the Client of:

9.2.1 the likely time required to implement the change;

9.2.2 any variations to the Company's charges arising from the change;

9.2.3 the likely effect of the change on the Specification; and

9.2.4 any other impact of the change on the terms of the Contract.

9.3 If the Company requests a change to the scope of the Solutions, the Client shall not unreasonably withhold or delay consent to it.

9.4 If the Client wishes the Company to proceed with the Change Proposal, the Company has no obligation to do so unless and until the parties have agreed a Quotation in writing on the necessary variations to its charges, the Specification and any other relevant terms of the Contract to take account of the change.

9.5 Until a Change Proposal is agreed, the Company shall continue providing and performing the existing Solutions under the Contract.

9.6 Notwithstanding the foregoing provisions, if the Client requires the Company to provide Solutions on short notice or perform emergency work, the Client agrees that it may not be practicable for the Company to complete a Change Proposal and/or a Quotation prior to providing or performing the Solutions in question. The Company will use its reasonable endeavours to provide such services or perform such work and the Client acknowledges and agrees that the Company is not liable for any loss (including loss of profit) incurred by the Client due to any Solutions provided on short notice or any emergency work performed in accordance with this Clause 9.6. Services provided or work performed in accordance with this Clause 9.6 will be invoiced on a time and materials basis at the Company's then current rates.

## 10. SPECIFICATION

10.1 The Company warrants that:

10.1.1 when producing the Specification it has taken account of and effectively incorporated all elements of the Client's service requirements; and

10.1.2 it is able to provide all of the Services described in the Specification in accordance with all applicable descriptions, as further set out and described in the Client's service requirements.

10.2 The Company reserves the right to make any changes to the specification in the Solutions required and set out in the Quotation and charge for such changes which are required to conform with:

10.2.1 any applicable safety or other statutory requirements and which do not materially affect the quality or performance of the Contract; and/or

10.2.2 the true requirements of the Client following a site survey or audit undertaken by the Company or the changing requirements of the Client during the course of the Contract.

10.3 If the Solutions are carried out to a specification instruction or design supplied by the Client or any Third Party on behalf of the Client then:

10.3.1 the suitability and accuracy of the specification instruction or design will be the Client's sole responsibility; and

10.3.2 the Client will indemnify the Company against any infringement of any Intellectual Property Rights and any loss (including loss of profit), damage or expense it may incur because of any such infringement in any country and the Client will indemnify the Company against any and all loss, damage or expense in respect of any liability arising under the Consumer Protection Act 1987 by reason of the specification or design of the Solutions, in each of the aforementioned circumstance unless the Client was or should have been aware of such infringement of Intellectual Property Rights or Consumer Protection Act 1987.

## 11. WARRANTIES

11.1 The Company warrants to the Client that:

11.1.1 it has the right to provide or procure the provision of the Solutions;

11.1.2 all Services supplied under this Contract will be carried out with reasonable care and skill by personnel whose qualifications and experience will be appropriate for the tasks to which they are allocated;

11.1.3 in relation to Support or Services it will:

(a) subject to Clauses 5.1.2 and 15, provide such Support or Services in a timely and professional manner;

(b) use its reasonable endeavours to provide the same in accordance with any time schedules agreed in writing between the Company and the Client; and

(c) conform to the standards generally observed in the industry for similar services; and

(d) at delivery, any Hardware or Software will conform substantively to any specification given in relation thereto.

11.2 The warranties given by the Company to the Client in respect of the Hardware are those which are given by the manufacturer of such Hardware to the Company and are subject to any



relevant limitations and exclusions imposed by such manufacturer. Any warranties in respect of the Third Party Software are those set out in the applicable software licence. The Company will provide the Client with details of such warranties and remedies for breach of such warranties (if available) upon request.

11.3 The Company will not be liable for a breach of warranty if the breach, loss or damage was caused by any of the following:

11.3.1 the Client makes or causes to be made any modifications to the Hardware or Software without the Company's prior written consent;

11.3.2 the Hardware or Software is used in combination with any software or materials not supplied by the Company or explicitly not recommended by the Company;

11.3.3 the Hardware or Software is used incorrectly; or

11.3.4 there is an external cause or causes affecting the Hardware or Software including but not limited to failure or fluctuations of electrical power, fire, flood or other natural disasters.

11.4 The Client warrants that:

11.4.1 it has the full capacity and authority to enter into and perform this Contract and that this Contract is executed by a duly authorised representative of the Client;

11.4.2 it has the authority to grant any rights to be granted to the Company under this Contract, including the right to provide the Equipment, Software and Hardware to the Company as indicated in this Contract and for the same to be used in the provision of the Services and otherwise in connection with this Contract;

11.4.3 it will comply with and use the Services in accordance with the terms of this Contract and all applicable laws, and shall not do any act that shall infringe the rights of any third party including the publishing or transmission of any materials contrary to relevant laws or in breach of the Acceptable Use Policy;

11.4.4 it owns or has obtained valid licences, consents, permissions and rights to use, and where necessary to licence to the Company, any materials reasonably necessary for the fulfilment of all its obligations under this Contract, including any third-party licences and consents in respect of any client software; and

11.4.5 the Company's use of any of Client's or third-party materials, including any Equipment, hardware or software supplied by the Client to the Company for use in the provision or performance of the Solutions or otherwise in connection with this Contract, shall not cause the Company to infringe the rights, including any Intellectual Property Rights, of any third party.

## 12. GENERAL EXCLUSIONS, INDEMNITY AND LIMITATIONS OF LIABILITY

12.1 To the maximum extent permissible in law all conditions and warranties which are to be implied by statute or otherwise by general law into these Terms or relating to the Solutions are hereby excluded.

12.2 The Company does not warrant that the Solutions are virus or error free or that they are without interruption.

12.3 The Company does not warrant that it will pro-actively detect all faults. The Client acknowledges and agrees that the Company is not liable for any loss (including loss of profit) incurred by the Client due to a fault not being detected.

12.4 The Company will in no circumstances be liable to the Client for any indirect or Consequential Loss.

12.5 The Company shall maintain in force with a reputable insurance company professional indemnity insurance in an amount not less than £5,000,000 and shall, on the Client's written request, produce the insurance certificate giving details of cover.

12.6 The total liability which the Company will owe to the Client and in respect of all claims under these Terms will not exceed the value of the Service or Solution which gave rise to the claims.

12.7 Nothing in these Terms will limit the Company's liability to the Client for liabilities which cannot be limited or excluded as a matter of law including:

12.7.1 death or personal injury resulting from the negligence of the Company, its employees, agents or subcontractors; and

12.7.2 fraud or fraudulent misrepresentation.

12.8 The Client will at all times keep the Company fully and effectively indemnified against any liability, claim, loss (excluding loss of profit or indirect or Consequential Loss), damage or expense which:

12.8.1 the Company, its employees, agents, subcontractors or other clients may suffer due to the gross negligence of or breach of contract by the Client, its employees, agents or subcontractors; and/or

12.8.2 any client of the Client or any Third Party dealing with the Client will claim against the Company in respect of the Solutions.

12.9 Neither party will have any liability to the other in respect of any claim under this Clause 12 unless the claiming party has given written notice of the same to the defaulting party as soon as is reasonably practicable and in any event no later than three months from the date on which such

loss or damage arose.

12.10 Where the Company has introduced the Client to any Third Party as the supplier of any goods or services to the Client (including without limitation the provision of any finance or rental arrangement for the Hardware or any Software) the Company gives no warranty or guarantee as to the suitability or quality of any goods or services supplied or that any internet access will be uninterrupted or error free or of any particular level of availability or quality of such internet access and will not under any circumstances be liable for any interruptions or downtime of any service and the Client acknowledges that it has sole responsibility for selecting them.

12.11 It is acknowledged by the Client that the charges agreed by the Company and its entry into the Contract are in reliance upon the limitations of liability and disclaimers of warranties and damages set out in these Terms and that the same form an essential basis of the agreement between the Company and the Client.

12.12 The Client acknowledges and agrees that the allocation of risk in this Clause 12 is fair and reasonable having regard to the level of charges payable by the Client under the Contract and is recognition of the fact that it is not within the Company's control how and for what purpose the Solutions are used by the Client and the Client is able to rely upon its own business insurance to bear or recover any losses under clause 12.5. In entering into the Contract the Client acknowledges and confirms that it has had reasonable opportunity to take advice from its own legal advisers with regard to the existence and extent of the limitations of liability between the parties and the Client has had the opportunity to discuss these terms with the Company and amend them where possible.

12.13 The exclusions from and limitations of liability set out in this Clause 12 will be considered independently. The validity or unenforceability of any one clause or subclause of this Clause 12 will not affect the validity or enforceability of any other part of this Clause 12.

12.14 The provisions of this Clause 12 will survive the termination of the whole or a part of this Contract.

## 13. THE LOCATION

13.1 The Client warrants that the Location is safe and suitable for the purposes for which the Client intends to engage the Company to carry out the Services.

13.2 The Client will:

13.2.1 be responsible for obtaining all licences consents or authorisations that may be necessary to enable the delivery of the Solutions to be performed by the commencement of the Contract;

13.2.2 insure the Location, its contents and all occupiers (including the Company's employees or contractors) against all risks unless otherwise agreed in writing;

13.2.3 at its own expense and in sufficient time suitably prepare the Location as requested by the Company (if applicable) and afford the Company or its representatives all reasonable assistance to enable the Company or its representatives to fulfil their obligations under the Contract;

13.2.4 provide the Company with such information concerning the Location as may be required to enable the Company to carry out the Services; and

13.2.5 pay the Company based on the hourly time charges of its consultants or employees as advised from time to time and time incurred by the consultants or employees of the Company away from the Company business anywhere the Client fails to keep an appointment with the Company.

13.3 Where the Company provides Support to the Client, the Client grants the Company the right on reasonable notice during normal business hours to enter the Location from time to time or will procure such access to such premises upon which the IT Infrastructure is located for the Company to inspect it for purposes of compliance with these Terms.

## 14. FORCE MAJEURE

The Company will not be liable to the Client for any loss (including loss of profit) or damage whatsoever nor deemed to be in breach of contract by reason of any delay in performing or any failure to perform any of the Company's obligations under the Contract if the loss, damage or delay or failure is due to a cause beyond the Company's reasonable control which, for the avoidance of doubt and without prejudice to the generality of the foregoing will include outages of the Company's equipment wherever located, governmental actions, war, riots, civil commotion, fire, flood, epidemic, labour disputes including labour disputes involving the workforce of the Company, restraints or delays affecting shipping or carriers, inability or delay in obtaining supplies of adequate or suitable materials, currency restrictions and acts of God.

## 15. TERM AND TERMINATION

15.1 Where the Company agrees to provide:

15.1.1 Support; or

15.1.2 ongoing Services including, without limitation, Recurring Items, the Contract in question will commence on the Commencement Date and will remain in force thereafter for a minimum period of 12 months, unless stated otherwise in the applicable Quotation. Unless terminated in accordance with Clause 15.2, the Contract will renew automatically on each anniversary of the Commencement Date of the Contract in question for consecutive minimum periods of 12 months (or, in the case of a Contract which is for a minimum period which is greater than 12 months, such Contract will extend automatically for a further period of 12 months commencing on the day after expiry of such initial period ("the commencement date") and thereafter will renew automatically

on each anniversary of such commencement date for consecutive periods of 12 months).

15.2 Either party may terminate a Contract at the end of the initial or any consecutive 12 month period by giving at least three months' prior written notice (which must, notwithstanding the provisions of Clause 25.1 and for the avoidance of doubt, be received by the recipient at least three months prior to the anniversary of the Commencement Date of the Contract). By way of example and for illustration purposes only, if the anniversary of the Commencement Date of the Contract is 15 December 2016, the notice of termination must be received by the other party by no later than 15 September 2016. If payment of any invoice from the Company after the Company's receipt of the notice of termination is not received by the Company within 14 days of delivery, the Client's notice of termination will be rendered ineffective.

15.3 In the event of:

15.3.1 any distress, execution or other legal process being levied upon any of the Company's or the Client's assets or revenues;

15.3.2 the Company or Client (being a company) admitting or being adjudged to be unable to pay its debts as they fall due or entering into or taking any step to enter into any arrangement or composition with its creditors pursuant to Part 1 Insolvency Act 1986 or otherwise or a petition being presented or an order being made or an effective resolution being passed for its winding up, except for the purposes of amalgamation or reconstruction as a solvent company, or a receiver, manager, administrative receiver, administrator, liquidator, or similar officer being appointed in respect of the whole or any part of its undertaking or assets;

15.3.3 the Company or the Client (being an individual) admitting or being adjudged to be unable to pay his debts as they fall due or entering into or taking any step to enter into any arrangement or composition with his creditors pursuant to Part 8 Insolvency Act 1986 or otherwise or an order being made for his bankruptcy or a receiver, manager, trustee in bankruptcy or similar officer being appointed in respect of him or any of his assets or dying or becoming mentally incapacitated;

15.3.4 any member or partner of the Company or the Client (being a general partnership or limited liability partnership or unincorporated association) becoming subject to any of the events listed in Clause 15.3.3;

15.3.5 the occurrence of an event in whatever country or jurisdiction which is analogous to an event listed in Clauses 15.3.1 to 15.3.4;

15.3.6 the Company or the Client ceasing or threatening to cease to carry on business;

15.3.7 the Company or the Client ceasing or threatening to cease to exist in its present form or substantially alter its nature or composition, including but not limited to where the Company or the Client is a general partnership or a limited liability partnership, the dissolution of or change in

the partners or members (as appropriate) of that partnership;

15.3.8 any breach of these Terms by either the Company or the Client in relation to any element of any Contract;

15.3.9 non-payment by the Client of any undisputed invoice or Quotation or the undisputed portion of any invoice or Quotation;

15.3.10 the expiry of the Contract for Support or termination by the Client or the Company of the provision of Support; or

15.3.11 the Company or the Client reasonably suspecting that any of the events mentioned above is about to occur, with regard to the other party, the Company or the Client will be entitled on written notice to the other party to:

(a) suspend the performance of any element of or all elements of any Contract (whether related to the Contract to which the provisions of Clause 15.3 apply or not);

(b) suspend the performance of any element of or all elements of the Contract to which the provisions of Clause 15.3 apply;

(c) terminate any element of or all elements of any Contract (whether related to the Contract to which the provisions of Clause 15.3 apply or not); and/or

(d) terminate any element of or all elements of the Contract to which the provisions of Clause 15.3 apply.

15.3.12 In the circumstances set out in Clauses 15.3.3 and 15.3.4 the relevant other party will be entitled to cancel the unperformed portion of the Contract in question and:

(i) in case the Client has infringed the provisions of Cl. 15.3.3 or 15.3.4 the whole of the price payable under that Contract or any other agreement including any sums in relation to which the Company has provided deferred terms such as staged payments will be payable immediately; and

(ii) recover as damages from the party that has infringed the provisions of Cl. 15.3.3 or 15.3.4 all loss and damage of whatever kind, excluding Consequential Loss, which the Company may sustain with such cancellation.

15.4 Each Contract shall run independently of the others and termination of one Contract shall not affect any other Contracts which shall continue until they expire or are terminated too.

15.5 In the event of termination or expiry of any Contract in relation to Solutions that are not ongoing, the Client will immediately cease use of all Software (and any updates of the same) and at its own expense, remove from all computers under its control all copies of Software (and updates) and return or destroy them (certifying in writing to the Company that such destruction

has taken place).

15.6 For a period of six months following expiry or termination of any Contract, the Client will on not less than two days' notice from the Company, permit authorised representatives of the Company to access its systems, whether remotely or by entering its premises during normal business hours for the purposes of:

15.6.1 removing any probes or other Company property; and

15.6.2 confirming that the Client has complied with its post-termination obligations.

15.7 Provided the Company has received full payment for any Intellectual Property Rights specifically assigned to the Client pursuant to the Quotation, the provisions of Clauses 15.4 and 15.6 will not apply to such Intellectual Property Rights.

15.8 Any expiry or termination of any Contract (howsoever caused) will not affect any accrued rights or liabilities of either party, nor will it affect the coming into force or the continuance in force of any provision of these Terms which is expressly or by implication intended to come into or continue in force on or after such termination.

15.9 Upon expiry or termination of any Contract for whatever reason the Client will be liable to pay all monies due under the Contract in question up until the date of expiry or termination including but not limited to paying in full for any Solutions which have been ordered but not paid for by the Client including any sums in relation to which the Company has provided deferred terms such as staged payments, and if such termination occurs due to a cause in relation or attributable to the Client and other than at the end of any 12 month period of the Contract in question, the Client will remain liable for the entire amount of the Company's fee for that 12 month period which has not been completed.

15.10 Following expiry or termination of a Contract for any reason the Company will provide the Client with a Service Termination Schedule. It will be necessary following expiry or termination for the Company to complete its termination process and undertake various administrative tasks, for example, to remove Software from the Client's computer systems, handing over to a Third Party company and effect domain transfers. The Company will levy an administration fee in relation to such tasks. Such fee shall be limited to the lower of £1,000 (one thousand pounds) and 5% of the Support Fee payable by the Client for the previous 12 month period plus VAT.

15.11 If a Contract expires or if the Company terminates a Contract pursuant to this Clause 15, then the Client will not be entitled to any refund of the fee or Support Fee or any part thereof that has been paid and will be obliged to immediately pay the Company all amounts due under this Contract in accordance with Clause 15.9. In addition, the Company will be entitled, within 30 days of the date of expiry or termination and subject to the provision of the services referred to in Clause 15.10, to cease providing any or all of the Services to the Client.

15.12 Without prejudice to the provisions of Clause 15.4, on termination or expiry of any Contract, the Company will not provide any further Support, warranty cover or Services to the Client under that Contract, whether in respect of Third Party Software or otherwise.

## 16. DATA PROTECTION

16.1 Each party undertakes to comply with the provisions of the Data Protection Act 1998 and any related legislation in so far as the same relates to the provisions and obligations of the Contract.

16.2 The Client shall own all right, title and interest in and to all of the Client Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Client Data.

16.3 The Client shall be the Data Controller, and the parties hereby acknowledge that the Company will be acting as Data Processor in respect of all data processing activities in relation to Client Data that the Company carries out under this Contract.

16.4 The Company shall follow its standard archiving and security procedures for Client Data.

16.5 The Company shall not be responsible for any loss, destruction, alteration or unauthorised disclosure of Client Data caused by itself or any third party (except with regard to services related to Client Data maintenance and back-up).

16.6 The Company undertakes to the Client that:

16.6.1 it shall process the Client Personal Data only in accordance with the written instructions of the Client and to the extent, and in such a manner, as is reasonably necessary to supply the Services in accordance with this Contract or as is required by any applicable law;

16.6.2 in respect of Client Personal Data of the Client, which is in the possession or under the control of the Company, it shall implement the technical and organisational measures to protect this Client Personal Data against unauthorised or unlawful processing and accidental loss, destruction, alteration or disclosure;

16.6.3 it shall not (and shall ensure that its personnel do not) publish, disclose or divulge any Client Personal Data to any third party, nor allow any third party to process Client Personal Data on the Company's behalf without the prior written consent of the Client;

16.6.4 it shall not transfer Client Personal Data outside the European Economic Area without the prior written consent of the Client; and

16.6.5 it shall use reasonable endeavours to assist the Client with any subject access request that the Client receives relating to Client Personal Data processed by the Company under this Contract.



## 17. THIRD PARTY PROVIDERS

The Client acknowledges that in providing the Services, Software and Hardware, the Company may subcontract the provision of these to a third party and the Company will use reasonable endeavours to obtain terms from such providers that are equivalent to these Terms.

## 18. INTELLECTUAL PROPERTY RIGHTS

18.1 The Client acknowledges that all Intellectual Property Rights in or relating to Third Party Software and in all related Documentation will remain the exclusive property of the owner of that Third Party Software and in the case of Hotality Software the exclusive property of the Company.

18.2 The ownership of and sole right to Intellectual Property Rights originated, created, produced or prepared by or on behalf of the Company, during the course of the Contract, or otherwise relating to the provision of the Solutions for the Client under the Contract will be vested in the Company from the outset and the Company will be at liberty to effect and be responsible for securing such protection as it may see fit. The Intellectual Property Rights cannot be used copied transferred sold or dealt with in any way without the prior written consent of the Company.

18.3 The Client will, where appropriate, give the Company all assistance in securing registration of any such Intellectual Property Rights if required by the Company to do so by the Company executing any assignment of any such Intellectual Property Rights but the right of the Company to require such assignment shall in no way be construed as indicating that the Intellectual Property Rights are other than vested in the Company in accordance with these Terms.

18.4 The Client agrees with the Company that it will not, without the previous written consent of the Company, modify or change or alter any of the Intellectual Property Rights created by the Company in the performance of the Contract which in the opinion of the Company is material to the Intellectual Property Rights or to permit any such Intellectual Property Rights to be so altered modified or varied by any other person firm or company. The Client further agrees that it will not utilise any trade marks (whether registered or not) of the Company without the prior written approval of the Company.

18.5 The Client warrants that in so far as it is necessary for the Company to have use of any software or any Intellectual Property Rights belonging to any Third Party it has all the necessary licences and rights to use such software or Intellectual Property Rights in so far as the Company requires it for the provisions of its obligations under the Contract.

## 19. SECURITY AND CONTROL

19.1 The Client will during the continuance of the Contract:

19.1.1 effect and maintain adequate security measures to safeguard the IT Infrastructure from access or use by any unauthorised person; and

19.1.2 comply with all of the Company's reasonable advice with regard to the use of the IT Infrastructure, including, without limitation, the implementation of upgrades to the IT Infrastructure, specified operating system and computer hardware.

## 20. NON-SOLICITATION

20.1 During the continuance of this Contract, and for a period of 12 months following termination thereof (howsoever arising), the Client undertakes that it will not, without obtaining the Company's prior written consent, directly or indirectly canvass, with a view to offering or providing employment to, any of the Company's employees, agents or contractors. Nothing in this Clause 20 will restrict the Client from engaging an employee, agent or contractor of the Company where the employee, agent or contractor applies unsolicited in response to a general advertising or recruitment campaign.

20.2 In the event of any threatened or actual breach by the Client of the provisions of Clause 20.1 the Client acknowledges that damages may not be an adequate remedy and that the Company will be entitled to an injunction or other equitable remedy for any threatened or actual breach in addition to any damages or other remedies to which they may be entitled.

20.3 Any consent given by the Company in accordance with Clause 20.1 shall be subject to the Client paying to the Company a sum equivalent to the then current annual remuneration of the Company's employee, agent or contractor.

## 21. SEVERABILITY

If a provision (or any part of it) in the Contract is held by any competent authority to be invalid or wholly or partly unenforceable such invalidity or unenforceability will not in any way affect the remainder of the provision or of the Contract.

## 22. ASSIGNMENT & SUBCONTRACTING

22.1 Either party may assign, delegate, novate, transfer or otherwise dispose of or create any trust in relation to any or all of its rights and obligations under any Contract, provided it obtains the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

22.2 The Company may appoint subcontractors to supply the Services or any element of the Services. The Company will remain solely responsible to the Client for any subcontracted element of the Services.

## 23. CONFIDENTIALITY

23.1 Each party agrees with the other in respect of all information of a confidential nature disclosed in the Contract or discovered further to the operation of the Contract (which includes without limitation, in the case of information to be kept confidential by the Client, information as to the operation of the business of the Company and information relating to the Solutions) (Confidential Information):

23.1.1 to keep the Confidential Information in strict confidence and secrecy;

23.1.2 not to use the Confidential Information save for complying with its obligations under the Contract;

23.1.3 not to disclose the same to a Third Party;

23.1.4 to restrict the disclosure of the relevant and necessary parts of the Confidential Information to such of its employees and others who of necessity need the same in the performance of their duties as envisaged by the Contract and in such circumstances to ensure that such employees and others are aware of the confidential nature of the Confidential Information; and

23.1.5 not allow access by third parties to the Company's systems or Documents, provided however that where a part of the Confidential Information is already or becomes commonly known in the trade (except through a breach of the obligations imposed under the Contract) then the foregoing obligations of confidentiality in respect of such part will not apply or will cease to apply (as the case may be).

23.2 This obligation of confidentiality will survive the termination of the Contract.

## 24. AMENDMENT AND WAIVER

24.1 Except as contemplated elsewhere in these Terms, no amendment to these Terms or any Contract will be binding unless confirmed in writing and signed by a board director of the Company and by an authorised representative of the Client, and the parties waive any rights to rely on any verbal or unsigned variations or collateral agreements.

24.2 The failure of the Company at any time to enforce a provision of the Contract will not be deemed a waiver of such provision or of any other provision of the Contract or of the Company's right thereafter to enforce any provision of the Contract.

## 25. NOTICES

25.1 Any demand, notice or other communication must be in writing and may be delivered by hand, prepaid first class post, fax or e-mail to the relevant party's address as set out in the Quotation or to such other address, fax number or e-mail address as either party may have

notified to the other. Any confirmation notice or other communication is, subject to Clause 25.2, deemed to have been given:

25.1.1 if delivered by hand, on the day it was delivered,

25.1.2 if sent by prepaid first class post, four Working Days following the date it was sent,

25.1.3 if sent by e-mail, on the same Working Day as transmission (unless notification of unsuccessful transmission is received),

25.1.4 if sent by fax, on the receipt of an error-free reception code.

25.2 The deeming provisions in Clause 25.1 do not apply to notices of termination

25.3 served in accordance with Clause 15.

25.4 Unless otherwise agreed in writing by the parties, the Company shall be entitled to act in accordance with any Client Communication it receives from any individual who has, or purports to have, ostensible authority to send such Client Communication on behalf of the Client and every such Client Communication is deemed to be made with the consent of the Client.

25.5 The Company shall be under no obligation to confirm, verify or obtain the approval from the Client of any Client Communication it receives (including but not limited to cases where the Company receives one or more Client Communications containing conflicting instructions or information), and upon receipt of a Client Communication the Company shall be entitled, subject to Clause 25.5, to take whatever action it considers necessary without further reference to the Client.

25.6 In the event that the Company receives conflicting Client Communications, it shall act on its best judgement.

## 26. ENTIRE AGREEMENT AND REPRESENTATIONS

26.1 These Terms together with (1) the Quotation, (2) any documents referred to in these Terms, (3) any applicable Schedule of Cover and (4) any service level agreement constitute the entire Contract and supersede all previous written or other documents or agreements (written or oral) relating to the subject matter of the Contract.

26.2 The parties acknowledge that in entering into the Contract they have not relied upon any representations other than those set out in writing in the Contract. The provisions of this clause 26.2 will not apply to any fraudulent misrepresentation.

## 27. THIRD PARTY RIGHTS

No Third Party may enforce any provision of these Terms by virtue of the Contracts (Rights of Third Parties) Act 1999.

## 28. NO PARTNERSHIP

Nothing in the Contract creates a partnership or establishes a relationship of principal and agent or any other fiduciary relationship between the parties.

## 29. ANTI-BRIBERY

Both parties shall comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.

## 30. ESCALATION & DISPUTE RESOLUTION

30.1 If a dispute arises out of or in connection with this Contract or the performance, validity or enforceability of it (Dispute) then the parties shall follow the procedure set out in this clause:

30.1.1 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 Company's nominated representative and the Client's representative shall attempt in good faith to resolve the Dispute within 30 days of service of the Dispute Notice;

30.1.2 if the Dispute is not resolved under Clause 30.1.1, the Dispute shall be referred to the Company's directors and the Client's COO, or CEO or equivalent who shall attempt in good faith to resolve it within 30 days of it being referred to them; and

30.1.3 if the Dispute is not resolved under clause 30.1.2, the parties will attempt to settle it by mediation by agreed 3<sup>rd</sup> party. To initiate the mediation, a party must serve notice in writing (Mediation notice) to the other party to the Dispute, requesting a mediation. The mediation will start not later than 30 days after the date of the Mediation notice.

30.2 No party may commence any court proceedings in relation to the whole or part of the Dispute until 90 days after service of the Mediation notice, provided that the right to issue proceedings is not prejudiced by a delay. If, within 90 days after service of the Mediation notice, the Dispute is not resolved or either party fails to participate or to continue to participate in the mediation or the mediation terminates, the Dispute shall be finally resolved by the courts of England and Wales in accordance with Clause 31.

## 31. LAW AND JURISDICTION

The formation, construction, performance, validity and all aspects whatsoever of the Contract shall be governed by English law and the parties hereby submit to the non-exclusive jurisdiction of the

English courts.

## 32. ANNOUNCEMENTS

32.1 Subject to Clauses 32.2 and 32.3, no party shall make, or permit any person to make, any public announcement, communication or circular (announcement) concerning this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed).

32.2 Where an announcement is required by law or any governmental or regulatory authority (including, without limitation, any relevant securities exchange), or by any court or other authority of competent jurisdiction, the party required to make the announcement shall promptly notify the other parties. The party concerned shall make all reasonable attempts to agree the contents of the announcement before making it.

32.3 The Client consents to the issue of a press release immediately following the Commencement Date stating that it has appointed the Company to provide the applicable Services and that it is satisfied with the provision of those Services.

## 33. ACCEPTABLE USAGE POLICY

33.1 This acceptable use policy describes the types of usage which are prohibited under the terms of this Agreement

33.2 You may use our sites and our Services only for lawful purposes. You may not use any of our sites or our Services:

- (a) in any way that breaches any applicable local, national or international law or regulation;
- (b) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- (c) for the purpose of harming or attempting to harm minors in any way;
- (d) to send, knowingly receive, upload, download, use or re-use any material which does not comply with our Content Standards below;
- (e) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam). If you send unsolicited bulk email from our accounts you will be charged the cost of labour to respond to complaints, with a minimum charge of £200 (GBP). If you send bulk email to "opt-in" lists, you must have a method of confirmation or verification of subscriptions and be able to show evidence of subscription for third parties who complain about receiving unsolicited email;

- (f) to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
- (g) attempt to intercept, redirect, or otherwise interfere with communications intended for others;
- (h) attempt to interfere with or deny service to any user or host (e.g.denial of service attacks);
- (i) falsify header information or user identification information;
- (j) introduce malicious programs into the network or server (e.g. viruses, worms, Trojan horses, disabling devices, etc.);
- (k) transmit files containing a computer virus or corrupted data;
- (l) attempt to or actually access or use data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or breach security or authentication measures, without the owner's express prior written authorisation;
- (m) monitor data or traffic on any third party network or system in any way (including but not limited to "packet sniffing") without the system or network owner's express prior authorisation;
- (n) attempt to circumvent user authentication or security of any host, network, or account ("cracking");
- (o) engage in "hacking," misuse or share user accounts or passwords with any other party (other than in the ordinary course of your business), attempt to violate our security or elsewhere, or attempt to infiltrate any network, without express prior written authorisation of the network owner; or attempt to (or successfully) breach or disrupt Internet communication including, but not limited to, accessing data of which you are not an intended recipient or logging into a server or account that you are not expressly authorised to access;
- (p) Not to access without authority, interfere with, damage or disrupt any part of our sites and/or our Services or any equipment or network on which our sites and/or our Services are stored;

33.2.2 Where elements of the Service permit data to be uploaded, the data must not:

- (a) contain any material which is defamatory of any person;
- (b) contain any material which is obscene, offensive, hateful or inflammatory;
- (c) promote sexually explicit material;

- (d) promote violence;
- (e) promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- (f) infringe any copyright, database right, trade mark or other intellectual property or other right of any other person;
- (g) be likely to deceive any person;
- (h) be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- (i) promote any illegal activity;
- (j) be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- (k) be likely to harass, upset, embarrass, alarm or annoy any other person;
- (l) be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
- (m) give the impression that they emanate from us, if this is not the case;
- (n) advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

33.3.1 We may revise this policy at any time for legal or regulatory purposes without notice to you.

33.3.2 Some of the provisions contained in this policy may also be superseded by provisions or notices published on our websites.