

QWARIE LTD FRAMWORK CONTRACT FOR THE SUPPLY OF m-SIS

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1. Introduction

1.1 The Purpose of the Framework Contract

- (a)** This Framework Contract governs the provision of m-SIS and individual user licences.
- (b)** m-SIS is a software application developed, owned and provided by the Supplier.
- (c)** This Framework Contract is provided by the Supplier, in advance of the Parties entering into any agreement, so that the Customer has the opportunity to understand the terms and conditions of supply, and all rights and obligations with-in the Contract, prior to placing an Order.
- (d)** Each Order for m-SIS licences shall be set out in a separate Service Contract, that is governed by this Framework Contract.
- (e)** In a Service Contract, the Parties may agree to a variation of one or more terms and or conditions of this Framework Contract.

2. Definitions & Interpretation

2.1 Definitions

Application: a specialized software product branded with the name “m-SIS”, that is developed, owned and provided by the Supplier.

Confidential Information: all information relating to the Customer and the Supplier or any Third party of a personal, business or technical nature.

CRM: Customer Relationship Management system. A secure on-line environment, provided by the Supplier and accessed by the Customer for the management of licences.

Customer: a legal entity to whom m-SIS is provided by the Supplier.

Contract: This Contract, that is a Framework Contract and any Service Contract that shall combine to form the entire agreement.

Service Contract: an agreement between the Customer and the Supplier that sets out the price, quantity and any term for the supply of Licences.

Due Date: date on which a payment shall be received by the Supplier.

Fees: the charges payable by the Customer for the Supply of m-SIS.

Form-mail: a notice composed by the Customer in the CRM or website of the Supplier and conveyed by electronic mail to the Supplier.

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Framework Contract: this document, identified by version number, with its terms and conditions that, when combined with a Service contract forms the entire agreement.

Licence: a legal instrument granting the user the right to install and the right to benefit from the Application.

Offer: a notice sent by the Supplier to the Customer with terms and conditions for the supply of m-SIS.

Order: a Notice of acceptance composed by the Customer and received by the Supplier.

Party: The Supplier, the Customer and their associated employees.

Disclosing Party: A Party, and its employees and Third Parties, within this Contract that discloses Confidential Information to the other Party to this Contract, including to its employees, associate companies and Third Parties.

Receiving Party: A Party, and its employees and Third Parties, within this Contract that receives a Notice and specifically, Confidential Information, from the other Party to this Contract, including from its employees, associate companies and Third Parties.

Supplier (The): the supplier of the Application; Qwarie Ltd. Rumwell Hall, Rumwell, Taunton, Somerset, TA4 1EL with Company registration in England & Wales number 10113351.

Third Party: any outside party, employee of an associated company, contractor or consultant who the Supplier may engage to deliver or assist in the delivery of the Application to the Customer.

User: each individual licensee.

Validity: term for which an Offer is valid, so that the Customer might place an Order, within the term specified in the Offer.

2.2. Interpretation

(a) Reference to a Party shall include its personal representatives, successors or permitted assignees.

(b) 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.

(c) The words 'including', 'other', 'in particular', 'for example' and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words 'without limitation'.

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- (d)** A reference to 'writing' or 'written' includes SMS, e-mail, form-mail and facsimile transmission, and expressions referring to writing shall be construed accordingly.
- (e)** Within this Contract, unless otherwise provided or the context otherwise requires, a word in the body of a clause, where the first character is capitalised and where the word may or may not begin a sentence, is a defined word (Refer to Clause 2.1 Definitions).
- (f)** Words imparting the singular number shall include the plural and vice versa.
- (g)** The headings used in this Contract are for convenience only and shall have no effect upon the interpretation of the Contract.

2.3 Prevalence of the Supplier's Contract

- (a)** The Customer acknowledges that, where the Customer's Order is issued for the Application, the Supplier's Terms and Conditions, in this Contract, shall prevail over any terms and conditions contained within the Customer's Contract, specific to an Order or any other Order.
- (b)** The Customer has no right to make an Offer. The customer may suggest a variation in terms and conditions. The Supplier might issue an Offer that complies with the Customer's suggestion. There shall be no counter-offer by the Customer.
- (c)** Where the Parties have an agreement or contract in place for other services provided by the Supplier, the Customer acknowledges that for any instances of the provision of the Application, and/or where there is a conflict of terms and conditions, the Terms and Conditions of this Contract shall apply for the supply of the Application.
- (d)** Any sample information, images, descriptive matter or promotional material issued by the Supplier, including any descriptions or images contained in the Supplier's website, are issued or published for the sole purpose of giving an approximate idea of the services described in them. They shall not form part of this Contract or have any contractual force.
- (e)** These Terms & Conditions shall apply to this Contract to the exclusion of any other Terms & Conditions that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing, unless agreed by variation and in writing.

3. Legal Basis

- (a)** By placing an Order for the Application from the Supplier, the Customer warrants that they are legally entitled to enter into a binding contract, be that as an individual, or on behalf of a legal entity.

(b) When using the Application, the Customer must comply with all applicable UK laws and with any applicable international laws, including the local laws in the Customer's country of residence.

4. Formation of the Contract

4.1 Supplier advertising and Customer requests for the Application

(a) Where the Supplier receives from the Customer, a request to supply the Application, this is not an Offer or an Order. It is an Invitation to treat.

(b) An Invitation to treat is not binding upon the Supplier.

4.2 The Offer made by the Supplier

(a) The Supplier may respond to the invitation with an Offer.

(b) Unless stated otherwise, an Offer is valid for 90 calendar days.

(c) The Offer shall not include Value Added Tax, unless explicitly stated within the Offer.

(d) Where an Offer is revised or superseded by a subsequent Offer, the previous Offer, or superseded part thereof, is void.

(e) Each Licence has a recurring term of 1 calendar month.

4.3 The Order made by the Customer

(a) The Order shall be a Notice of Acceptance, raised by the Customer and received by the Supplier.

(b) An Order or other Notice of Acceptance sent by the Customer and received by the Supplier constitutes acceptance of the Supplier's Offer.

(c) An Order is legitimate only when received by the Supplier.

(d) Each individual Order is a separate Service Contract, governed by the terms and conditions of this Framework Contract, unless;

(e) the fundamental terms and conditions of the Order may not vary from those set out in the Offer or with-in this Framework Contract, unless specified in a Service Contract;

(f) The Supplier has the right to reject an Order that the Supplier deems to have varied from the terms and conditions set out in this Framework Contract.

(g) The Customer has no right to accept some parts of the Contract and reject, or not comply with, any other part, unless agreed, in writing, by variation in a Service Contract.

4.4 Acceptance by the Customer & Agreement between the Parties

- (a) Where the Customer places an Order, or other Notice of Acceptance, to purchase the Application, that is received by the Supplier, the Customer accepts all the terms and conditions of the Contract, so that;
- (b) Acceptance on the part of the Customer is a declaration of agreement with all the terms and conditions within the Contract, and that;
- (c) The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier, which is not set out in the Contract.
- (d) The Customer agrees to be bound by the terms and conditions of the Contract, and that;
- (e) Partial Acceptance, on the part of the Customer, constitutes full and binding acceptance of all terms and conditions within the Contract.

5. Negotiating a Service Contract

- (a) The Customer shall notify the Supplier with a request for a quantity of Licences.
- (b) Fees for multiple Licences shall be negotiated between the Parties.
- (c) The Customer may request a fixed term as a variation from the recurring term as set out in clause 4.2 (e).
- (d) Where a term is fixed, the customer is obliged to make payment in full, and prior to the delivery of the Licences by part of the Supplier.

6. Rights & Obligations of the Supplier

- (a) The Supplier has the right to be remunerated, within the agreed term, for the delivery of any Order, placed by the Customer.
- (b) The Supplier reserves its right to reject an Order, in writing.
- (c) The Supplier shall supply the Application to the Customer in accordance with the Contract in all material respects.
- (d) The Supplier is obliged to provide tutorials, videos, print material and installation support.
- (e) The Supplier has the right to not offer any further technical support.
- (f) The Supplier reserves the right to assign customer support to a third party.
- (g) The Supplier reserves the right to acquire and store statistics relating to login access and access to the tutorial material.

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- (h)** The Supplier reserves the right to either implement or deny any enhancements or recommendations made by the Customer.
- (i)** The Supplier has the right to increase the monthly fee where enhancements or upgraded versions of the Application have been delivered.
- (j)** The Supplier warrants to the Customer that it shall protect itself against the outcome of technical issues.
- (k)** While the Supplier endeavours to release stable versions of the Application, technical issues may still arise and the Supplier shall endeavour to resolve any such issues as a priority and shall not be held liable for any loss in performance.
- (l)** The Supplier shall permit one login to the Application for the term of one calendar month.
- (m)** The Supplier shall not be bound by offers, terms and statements made in advertising, publicity and promotional material, provided by the Supplier or any agent or other party.
- (n)** Where the Customer has accepted the terms and conditions of the Contract, the Supplier is obliged to supply the product for the benefit of the Customer.

7. Rights & Obligations of the Customer

- (a)** The Customer has the right to receive the Application as set out in this Contract.
- (b)** The Customer has the right to one login to the Application for the agreed term.
- (c)** The Customer has the right to purchase multiple Licences in one Order.
- (d)** The Customer has the right to negotiate the provision of multiple licences.
- (e)** The Customer has the right to request enhancements or upgrades to the Application.
- (f)** The Customer has the obligation to send to the Supplier notifications of 'bugs' or any other technical issue.
- (g)** The Customer has the right to benefit from tutorials, videos, print material and installation support.
- (h)** The Customer shall not assign any Licence to any other entity or individual.
- (i)** The Customer is obliged to provide a named single point of contact with oversight of, and responsibility for, the entire relationship between the Supplier and the Customer;
- (j)** The Customer is obliged to ensure that the named single point of contact shall co-operate with the Supplier in all matters relating to the Application;
- (k)** The Customer is obliged to comply with payment terms set out in the Contract.

8. Consideration – Fees and Payment Terms

- (a) Prior to delivery of any Licence, the Supplier shall raise and remit to the Customer an invoice.
- (b) The Customer shall pay to the Supplier, the appropriate fee with-in the specified payment term prior to the provision of any Licence by the Supplier.
- (c) Where any payment within this Contract is required to be made on a day, that is not a Business Day, the invoice payment date shall be the previous business day.

8.1 Payments by Electronic Transfer

- (a) The Customer shall instruct its banking service supplier to make payment to the Supplier by means of electronic transfer.
- (b) Each Party shall pay any costs raised by their banking service supplier.
- (c) Recurring payments shall be made on the same calendar day of each month as set out in the Service contract.
- (d) Cleared funds shall arrive into the Supplier's a bank account, nominated in the Invoice raised by the Supplier, on or before the Due Date on the invoice.
- (e) Where the electronic transfer is not 'same day', the Customer shall instruct its bank to make payment a sufficient quantity of days ahead of the Due Date, so that funds are cleared in the Supplier's account on the Due Date.

8.2 Payments by Cheque

- (a) Where the Customer elects to settle the Supplier's invoice by cheque, the Customer is obliged to advise the Supplier in the Invitation to Treat, or prior to the placement of an Order.
- (b) Where the Supplier is paid by cheque, the Supplier shall provide Licences on a term of no less than six calendar months.
- (c) Where Customer's cheque is issued by a bank incorporated outside the United Kingdom, the Supplier shall apply an administration fee.
- (d) Cheques drawn on a UK bank account shall be delivered to the Supplier, 7 calendar days before the invoice Due Date.
- (e) Cheques drawn on a bank account outside the UK, shall be delivered to the Supplier, 21 calendar days before the invoice Due Date.

8.3 Value Added Tax

(a) All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax (VAT) at the prevailing rate.

(b) Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Licences at the same time as payment is due for the supply of the Licence.

8.4 Late or Reduced Payment

(a) Without limiting any other right or remedy of the Supplier, where the Customer fails to make the full payment due to the Supplier under the Contract, by the Due Date for payment, the Supplier shall have the right:

(b) where no payment is received, to suspend any Licence.

(c) where part payment is received, to reduce the quantity of accessible Licences, pro-rata.

8.5 Counter Payments & Set-off

(a) The Customer shall pay all amounts due under the Contract and all specific Orders, in full and without any deduction or withholding except as required by law.

(b) The Customer shall not be entitled to assert any credit, set-off or counter claim against the Supplier, in order to justify withholding payment of any such amount in whole or in part.

(c) The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount transferred by the Supplier to the Customer.

9. Intellectual Property Rights

(a) Intellectual Property Rights are defined as patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

(b) The Customer acknowledges that, all Intellectual Property Rights of the Application and user documentation are owned by the Supplier and are protected by law and copyright.

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(c) The Customer shall not remove any product identification, copyright notices or proprietary restrictions from the Application.

(d) The Intellectual Property Section 9 shall survive termination of the Contract.

10. Confidentiality

(a) The Supplier shall respect, acknowledge and agree that any and all information communicated, is Confidential Information.

(b) Confidential Information is all information, the Customer and the Supplier or any Third party of a personal, business or technical nature, whether it is received, accessed or viewed in writing, visually, electronically or spoken and heard.

(c) The Supplier warrants that there shall be no duplication or disclosure of any such Confidential Information to any person, other than to its own employee or associate company, where the same requires such information for the performance of the service, unless such duplication or disclosure is specifically authorised by the Customer or is required by the operation of law.

(d) Confidential Information does not include information which at the time of disclosure is, or comes into, the public domain (other than by the unauthorised act of the Disclosing Party).

(e) The Supplier shall take all reasonable steps to ensure that its employees, and employees within associate companies maintain, with no limitation, the confidence of all Confidential Information.

(f) Specifically, the Supplier shall restrict disclosure of such confidential information to its employees, and employees within associate companies, as 'need to know', for the purpose of discharging its obligations under the Contract, and shall ensure that such employees, and employees within associate companies, are subject to obligations of confidentiality.

(g) The Customer has no right to publicise the use of the Supplier's service unless agreed in writing with the Supplier.

(h) The Supplier has no right to publicise a relationship with the Customer, unless agreed in writing by both Parties.

(i) The Confidentiality Section 10 shall survive termination of the Contract.

11. Disclaimer of Warranties and Limitation of Liability

(a) To the maximum extent permitted by applicable law, the Supplier provides the Application “as is”, and hereby disclaim all other warranties and conditions, either express, implied, or statutory, including, but not limited to, warranties of title and non-infringement, any implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, and of lack of viruses all with regard to the Application.

(b) In no event does the Supplier provide any warranty with respect to any third party hardware or software with which the Application is designed to be used, and the Supplier disclaims all liability with respect to any failures thereof.

(c) To the maximum extent permitted by applicable law, in no event shall the Supplier be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, for loss of data or other information, for business interruption, for personal injury, for loss of privacy arising out of or in any way related to the use of or inability to use or benefit from the Application), even if the Supplier or any third party has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

(d) The Disclaimer of Warranties and Limitation of Liability Section 11 shall survive termination of the Contract.

12. Insurance & Indemnity

(a) The Supplier shall ensure that it has in place at all times suitable and valid insurance that shall include public liability insurance. This insurance shall cover the activities of any Third Party or associate company delivering the Application on behalf of the Supplier.

(b) The Supplier shall ensure that it has in place at all times suitable and valid insurance that shall include professional indemnity insurance up to £2 million.

(c) The Insurance & Indemnity Section 12 shall survive termination of the Contract.

13. Default, Cancellation and Termination

(a) Where the Customer defaults on payment, the Supplier shall deny access, pro-rata, with immediate effect.

(b) Subsequently, where payment is received by the Supplier, Licences shall be reactivated in compliance with the recurring term.

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- (c)** The Customer shall receive no benefit from a late payment, the recurring payment date set out in the Contract shall remain in force for all subsequent payments.
- (d)** Where the Customer cancels a recurring contract, the Customer shall receive no refund on any outstanding term.
- (e)** Where the Customer cancels a fixed term contract, the Customer may, at the discretion of the Supplier, be refunded for the value of any outstanding term, in excess of 30 days of the date of termination of the Contract.
- (f)** Where one Party commits a material breach of the Contract, the other Party, without limiting its other rights or remedies, may terminate the Contract with immediate effect, by written notice to the Party in breach.
- (g)** Where it is possible to remedy the breach, the Party in breach has 28 days in which to furnish the remedy and during this term, the Termination is set aside.
- (h)** Where the remedy fails, the Termination of the Contract is enforceable from the date of the original notice of Termination.
- (i)** Without limiting its other rights or remedies, each Party shall have the right to terminate the Contract by giving the other Party a written Notice.
- (j)** Without limiting its other rights or remedies, the Supplier shall have the right to suspend or terminate performance of the Contract, where the Customer fails to meet the obligations set out in Section 7 of this Framework Contract.

14. Consequences Of Termination

On termination of the Contract for any reason:

- (a)** the accrued rights, remedies, obligations and liabilities of the Parties at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination; and
- (b)** clauses which expressly or by implication have effect after termination shall continue in full force and effect.

15. Force Majeure

- (a)** The Supplier shall be entitled to delay or cancel delivery of the Application or to reduce the amount delivered where it is prevented from or hindered or delayed in the provision of the Application through any circumstances beyond its reasonable control; including strike, lock-out or other industrial dispute (whether involving the workforce of the Supplier or any other party), accident, war, government agency action, compliance with any law or

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governmental order, rule, regulation or direction, national emergency, act of terrorism, threat of terrorism, protest, riot, civil commotion, malicious damage, explosion, flood, epidemic, fire, storm, earthquake, tsunami, wrongful arrest, failure of a utility service, including internet access or transport network, breakdown of plant or machinery or default of it's Third Parties.

(b) Concerning the matter of internet access, the Supplier is obliged to maintain at least two independent supply contracts for internet access for the purposes of delivering the Application.

(c) The Supplier may claim relief from liability for failure to meet its obligations under the Contract for as long as and to the extent that the performance of those obligations is directly affected by a force majeure event.

(d) Where a force majeure event prevents the Supplier from providing the Application, the Supplier shall, without limiting its other rights or remedies, have the right to suspend or terminate the Contract immediately by any voice communication, messaging service or any other written notice to the Customer.

16. Assignment and Subcontracting

(a) The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any Third Party.

(b) The Customer shall not assign any Licence to any other entity or individual.

(c) The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

17. Notices

(a) Any Notice that is an Order for a Licence and or other communication remitted to a Party under or in connection with the Contract, except concerning Section 15 clause (c), shall be in writing and shall be delivered to the other Party through the Supplier's CRM, and by e-mail, or other electronic means agreed by the Parties.

(b) Where a party should prefer to remit a Notice through facsimile, courier or other recognised postal service to the receiving Party's principal place of business, or sent by fax to the receiving Party's main fax number, the communication must be sent by e-mail in advance of the non-electronic communication.

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(c) Where a document is uploaded to the Supplier's CRM, the other party shall notify the recipient of the upload by e-mail or another method that receives acknowledgement by the recipient to the sender.

(d) Any non-electronic notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, 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 fax, on the next business day after transmission, or if mailed by prepaid airmail, on the tenth business day after posting.

(e) Where transmitted by e-mail, the communication shall be deemed to have been duly received where there is no delivery error message or bounce back from the recipient's mail server.

(f) This Section 17 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall include e-mails and for the avoidance of doubt notice given under the Contract shall be validly served if sent by e-mail.

(g) A notice may be signed by an authorised person and where an e-mail or other document, including the Contract is not signed, it shall possess legal authority by its very existence and receipt by the other party.

18. Waiver

(a) A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default.

(b) No failure or delay by a Party in exercising any right or remedy under the Contract or by law, shall constitute a waiver of this Section 18, or of any other right or remedy, nor shall it preclude or restrict its further exercise.

(c) 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.

(d) Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

19. Severance

(a) Where a court or any other 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 deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

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(b) Where any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal, and where that provision might be set aside, the provision shall apply with the minimal and reasonable modification necessary to make it legal, valid and enforceable.

20. Relationship of the Parties

(a) Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the Parties, nor constitute any Party as the agent of another Party for any purpose.

(b) No Party shall have authority to act as agent for, or to bind, the other Party in any way other than those explicit in the contract.

(c) The Supplier has the right to engage a Third Party to represent the Supplier and to invite the Customer to treat.

21. Third Parties

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

(b) Any act or omission by a Third Party shall, for the purposes of the Contract, be deemed to be an act or omission of the Supplier.

(c) No part of the Contract is intended to confer rights on any Third Party and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Contract.

22. Variation & Versioning

(a) The Supplier may at any time, make any variation to this Framework Contract, including the introduction of any additional terms and conditions.

(b) The variation shall incur a version number that shall reflect the magnitude of the variation.

(c) Where a variation to the substance of a clause is introduced into this Framework Contract, a prime number amendment shall be applied to the version.

(d) Where a variation is a correction with no substantive effect, such as a correction of spelling or grammar, the version amendment shall incur a decimal number.

(e) Where this Framework Contract is modified by the Supplier, the Customer shall be bound by the new Contract from the day of the next monthly renewal.

- (f)** The Customer may view the current version of this Framework Contract by following the link in the signature file of any e-mail remitted by an employee of the Supplier.
- (g)** The Supplier may advise the Customer's nominated representative of any variation to this Framework Contract and make available the current version.
- (h)** Where the Customer has not nominated a representative, the Supplier is not obliged to advise the Customer of any variation or new version to this Framework Contract.
- (i)** The Parties shall agree, in writing, that a variation to this Framework Contract shall apply to the entire agreement.
- (j)** The Supplier is obliged to publish the current version of this Framework Contract on its website.

23. Singular & Entire Agreements

- (a)** The entire agreement between the Parties shall include this Framework Contract and the Service Contract.
- (b)** This Framework Contract, where combined with the Service Contract, shall compromise the basis of the agreement between the Parties.
- (c)** The Parties acknowledge that this Contract does not allow either Party to rely on any representation, warranty or other provision, except as expressly provided in the Contract and within any specific Order that is governed by this Framework Contract.

24. Governing Law, Jurisdiction and Dispute Resolution

Within the Contract and concerning any dispute or claim arising out of, or in connection with, a specific Order, and disputes both implied by contract or explicit, and any consequent claim, shall be governed by, and construed in accordance with, English law.

- (a)** The parties irrevocably submit to the exclusive jurisdiction of recognised mediation services and the courts of England and Wales.
- (b)** The jurisdiction of this contract applies to legal entities and naturalised persons in any jurisdiction.
- (c)** The Parties shall attempt to resolve any dispute arising out of or relating to the Contract and any pursuant Order, through negotiations between their appointed representatives who have the authority to settle such disputes.