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QWARIE LTD FRAMEWORK CONTRACT
FOR THE SUPPLY OF mSIS

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1. Introduction

1.1 The Purpose of the Framework Contract

(a) This Framework Contract sets out the Terms and Conditions for the supply of the Application, and individual User Licences for use of the Application.

(b) The Application is a Multi-Source Investigation Suite software application, branded with the acronym "mSIS", that is developed, owned and distributed 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 might read, understand and accept the Terms and Conditions where this Framework Contract shall be the binding contract, and;

(d) where the Parties might elect to enter into a specific Service Contract, so that;

> **(d.i)** the Customer might understand the Terms and Conditions of the Supplier, that shall be applied to any Service Contract, that;

> **(d.ii)** within this Framework Contract, are the sections that commence with, or include, the words, 'within the Contract', and;

> **(d.iii)** so that the Parties shall have the opportunity to negotiate and create a Service Contract that satisfies the requirements of both Parties, and so that;

(e) where an Order for a Licence is made within this Framework Contract, the Order and it's Terms and Conditions shall be governed by this Framework Contract, and;

(f) where an Order for a Licence shall be set out in a specific Service Contract, that Order shall be governed by the Service Contract.

(g) In a Service Contract, the Parties may agree to a variation of one or more Terms and Conditions of this Framework Contract. See section 4 of this Framework Contract.

2. Definitions & Interpretation

2.1 Definitions

Application: see clause 1.1(b) of this Framework Contract.

Confidential Information: see section 10 of this Framework Contract.

Contract (The): the prevalent Contract, that is this Framework Contract, where there is no Service Contract.

CRM: a Customer Relationship Management system that is a secure on-line environment, provided by the Supplier and accessed by the Customer for the management of Licences.

Customer: a legal entity with whom the Supplier negotiates and with whom the Supplier might contract to supply the Application and Licences for it's use.

Disclosing Party: a Party, and its employees, associated companies and Third Parties, that shall be bound by this Framework Contract, and that discloses Confidential Information (see section 10 of this Framework Contract) to the other Party of the Contract, including to its employees, associated companies and Third Parties.

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

Fee: a charge payable by the Customer to the Supplier.

Form-mail: a Notice composed by the Customer in the CRM or website of the Supplier and conveyed by electronic mail so that it is received by the Supplier.

Framework Contract: this document, identified by version number, with its Terms and Conditions.

Intellectual Property Rights: see section 9 of this Framework Contract.

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

Licencee: an employee of the Customer who is assigned the right to access the Application by way of a login.

Notice: see section 18 of this Framework Contract.

Offer: a Notice sent by the Supplier to the Customer with Terms and Conditions for the supply of the Application.

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

Party: the Supplier, the Customer, their associated employees and companies, and Third Parties.

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

Recommendation, (Notice of): see sub-section 4.1. of this Framework Contract.

Service Contract: see section 4 of this Framework Contract.

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

Terms and Conditions: is a phrase as set out in this Framework Contract, and does not relate to any term or condition of the Customer.

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

User: each individual Licencee.

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

Within the Contract:-

(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, so that;

> **(b.i)** 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'.

(d) A reference to 'writing' or 'written' shall include a Short Message Service (SMS), e-mail, form-mail, and any expression referring to 'writing' or 'written' shall be construed accordingly.

(e) 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. As set out in clause 2.1 of this Framework Contract.

(f) Words imparting the singular quantity shall include the plural and vice versa.

(g) The headings are for convenience only, and shall have no effect upon the interpretation of the Contract.

(h) A legal entity shall include a natural person, corporate or unincorporated body (whether or not having separate legal personality).

2.3. Legal Basis

Within the Contract:-

(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 person, or on behalf of a legal entity.

(b) When using the Application, the Customer shall comply with all applicable laws of England and Wales and with any applicable international laws, including the local laws in the Customer's country of registration.

2.4. Prevalence of the Supplier's Contract

(a) The Customer acknowledges that, where the Customer places an Order to purchase a Licence to the Application, the Supplier's Terms and Conditions, as set out within this Framework Contract, shall prevail over any term or condition that might be imposed by the Customer through a contract or any other Notice, unless;

(b) the Parties have entered into a separate Service Contract. See section 4 of this Framework Contract.

(c) The Terms and Conditions within this Framework Contract shall apply to the exclusion of any other term or condition that the Customer might seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing, unless agreed by variation and in writing within a separate Service Contract.

(d) The Customer has no right to make an Offer or a counter Offer.

(e) Where the Customer might seek to propose a variation to the Supplier's terms and conditions, the Parties shall negotiate and create a Service Contract. See section 4 of this Framework Contract.

(f) The Supplier reserves the right amend an Offer so that it might comply with any variation proposed by the Customer.

(g) Where no separate and explicit Service Contract is created by the Parties, this Framework Contract is the governing agreement.

2.5. Specificity of the Contract

(a) Where the Customer has, in place, a specific agreement or Service Contract for other services provided by the Supplier, the Customer acknowledges that for any instances of the supply of the Application, and/or where there is a conflict of terms and conditions, the Terms and Conditions of this Framework Contract or any specific Service Contract shall apply for the supply of the Application.

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(b) 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 Application and any service described in them, so that;

(c) they shall not form part of this Framework Contract or have any contractual force.

3. Formation of the Contract

Within the Contract:-

3.1. Supplier advertising and a Customer request for the Application

(a) Where the Supplier makes an Offer by word of mouth or through advertising material, the Offer is not legally binding upon the Supplier.

(b) Where the Customer sends to the Supplier, a request for the Supplier to supply the Application, this is an Invitation to Treat.

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

3.2. Contractual Components

(a) A separate Service Contract might not rely on any other document.

(b) Where the Terms and Conditions in this Framework Contract satisfy the Customer, there shall be no requirement for a Service Contract, and;

> **(b.i)** the entire agreement is set out in section 24 of this Framework Contract.

3.3. The Offer made by the Supplier

(a) The Supplier might respond to the invitation from the Customer with an Offer.

(b) An Offer is valid for 90 calendar days, unless otherwise agreed between the Parties.

(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 the superseded part thereof, is void.

3.4. 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) Any Order placed by the Customer shall be conditional, where;

> **(b.i)** it is the Customer's policy for a Supplier to be registered within the Customer's internal Supplier registration system and,

> **(b.ii)** where it is the Customer's policy to issue a Purchase Order number, so that;

> **(b.iii)** the Purchase Order number shall be received by the Supplier.

(c) An Order is legitimate where free of other Terms or Conditions, and received by the Supplier within the specified term.

(d) The fundamental Terms and Conditions of the Order may not vary from those set out in the Offer or within this Framework Contract, unless where specified in a Service Contract;

(e) The Supplier has the right to reject an Order where the Customer might have applied a new condition or term, or a variation of a Term or Condition set out in the Offer, or in this Framework Contract, and;

(f) Where the Supplier receives from the Customer a Notice that purports to be an Offer, that Notice, within the conditions of this Framework Contract, is an Order that might include a variation, and the Supplier shall have the right to vary the original Offer.

(g) The Customer has no right to accept some parts of this Framework Contract and reject, or not comply with, any other part.

3.5. Acceptance by the Customer

(a) Where the Supplier receives from the Customer an Order, or other Notice of Acceptance that varies from the Supplier's Offer, the Parties shall have the opportunity to enter into a Service Contract, so that;

(b) where the opportunity to enter into a Service Contract is not taken, the Terms and Conditions of this Framework Contract, shall form the agreement between the Parties.

(c) Where no Service Contract is agreed, and the Supplier receives from the Customer an Order, or other Notice of Acceptance that complies with the Supplier's Offer, the Customer shall accept all the Terms and Conditions of this Framework Contract, so that;

(d) acceptance on the part of the Customer is a declaration of agreement with all the Terms and Conditions within this Framework Contract, and that;

(e) 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 this Framework Contract.

(f) The Customer agrees to be bound by the Terms and Conditions of this Framework Contract, and that;

(g) partial Acceptance, on the part of the Customer, constitutes full and binding acceptance of all Terms and Conditions within this Framework Contract.

3.6. Agreement between the Parties

Within the Contract:-

(a) Agreement between the Parties is reached upon receipt of the Customer's Order, by the Supplier and where the Order has not deviated from the Offer and is not subject to any condition as set out in clause 3.4(b) of this Framework Contract.

(b) Where a variation from this Framework Contract is agreed between the Parties, a Service Contract shall be raised that shall set out the terms and conditions negotiated between the Parties.

(c) Where no Service Contract is required, this Framework Contract, the Offer, the Order, any relevant Notice and the Supplier's invoice shall form the agreement between the Parties.

4. The Service Contract

(a) A specific Contract that might be raised between the Supplier and the Customer, where the terms and conditions vary from this Framework Contract.

(b) A Service Contract shall set out the price, quantity and any term or condition negotiated between the Parties for the supply of Licences for the Application.

(c) Any clause in this Framework Contract that is referenced by 'the Contract' or 'within the Contract', shall apply to a Service Contract, unless;

> **(c.i)** the Customer shall have the right to negotiate a Service Contract, but only for the future supply of services;

(d) any Service Contract explicitly states a variation of the term or condition.

4.1. Notice of Recommendation

(a) A Notice sent by either Party to the other Party that recommends, and might request that the Parties enter into a negotiation to form a separate Service Contract.

(b) After a term of 10 business days, from the remission of the Notice of Recommendation;

(b.i) where the sending Party has not received from the other Party, any acceptance of the Recommendation, or other indication that might demonstrate an intent to negotiate a Service Contract, so that;

(b.ii) any subsequent contract between the Parties shall be governed by this Framework Contract, and therefore;

(b.iii) the Customer shall have the right to negotiate a Service Contract, but only for the future supply of services.

4.2. Negotiating a Service Contract

(a) Within a Service Contract, the Parties might agree a variation on the quantity, price, and term, be that fixed or recurring, for the supply of Licences.

(b) The Customer shall have the right to declare that it seeks to enter into a specific Service Contract with the Supplier.

(c) Where the Supplier receives from the Customer, its terms and conditions, this is not a Notice of Recommendation, and;

(c.i) receipt by the Supplier of the Customer's terms and conditions does not signify the formation of a Service Contract, and;

(c.ii) receipt by the Supplier of the Customer's terms and conditions does not indicate, on the part of the Customer, an intention to negotiate a Service Contract.

(d) In no circumstance shall the Supplier be bound, under this Framework Contract, by any unilateral term or condition of the Customer, so that;

(e) where the Customer has received from the Supplier a Notice of Recommendation, and;

(e.i) after a term of 10 business days, there is no evidence that the Customer shall negotiate a separate Service Contract, but;

(e.ii) where the Customer expects its terms and conditions to be accepted, because that is its policy that is required of its Suppliers;

(e.iii) the Supplier shall have the right to indicate, on a form or other Notice, composed by the Customer, that the Supplier shall agree to the Customer's terms and conditions, so that;

(e.iv) the Customer might be allowed to overcome any procedural obstruction that is denying its opportunity to benefit from the Application, and where;

(e.v) the Customer shall understand that, in fact, the Supplier shall not be bound by any term or condition set out by the Customer, for the two simple reasons, that;

(e.vi) the Supplier has set out its Terms and Conditions, and communicated this Framework Contract to the Customer, prior to receipt, from the Customer of any Order or term or condition set out by the Customer, and;

(e.vii) the Supplier shall provide to the Customer the Application and the Licences, and has the absolute right to receive compliance with all of its Terms and Conditions, as set out in this Framework Contract, unless there is a separate Service Contract, so that;

(e.viii) where there is no Service Contract, the Parties shall be bound by this Framework Contract and the other Notices set out in section 24 of this Framework Contract.

5. Licences

5.1. Single User Licence

(a) The single User Licence permits only one login to a single User, so that;

(b) the Customer shall assign the single User Licence to a single individual, and;

(c) the Customer shall benefit from one login for each single User Licence for the agreed term.

5.2. Multi-User Licence

(a) The multi-User Licence might have an unlimited quantity of Users, so that;

(b) the Customer might assign a single Licence to different individuals, as demands dictates, however;

(c) the Customer shall benefit from one login at a time for each multi-User Licence, and;

(d) the quantity of Users shall be reflected in the price, so that;

(e) where there are multi-Users, a small administration Fee for the set-up of each User shall be applied to the price.

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5.3. End User Licence Agreement (EULA)

(b) All Licences shall comply with the End User Licence Agreement that displays in the website of the Supplier, is available on demand and displays within the Application.

6. Rights & Obligations of the Supplier

6.1. Supplier Rights

Within the Contract, the Supplier reserves the right:-

(a) to enhance or upgrade the Application without Notice;

(b) under this Framework Contract, to invoice the Customer for the quantity and type of Licences ordered by the Customer;

(c) to receive payment in advance;

(d) where any enhancement or any upgrade to the Application has been delivered, to increase the monthly Fee levied by the Supplier;

(e) exclusively, to make an Offer;

(f) to reject an Order by the Customer;

(g) to receive payment from the Customer, within the agreed term, for the delivery of any Order, placed by the Customer;

(h) to receive payment of an invoice by means of electronic transfer;

(i) to acquire and store statistics relating only to the Customer login activity and access to the Supplier's tutorial material;

(j) to either implement or deny any enhancement or recommendation made by the Customer;

(k) to levy a small administration Fee for the set-up of each User of a multi-User Licence;

(l) to levy a supplemental Fee for technical support;

(m) to assign Customer support to a Third Party.

6.2. Supplier Obligations

Within the Contract, the Supplier is obliged to:-

(a) supply the Application to the Customer in accordance with the Contract in all material respects;

(b) supply the Application for the benefit of the Customer, where the Customer has accepted the terms and conditions of the Contract;

(c) publish the compliance documentation and abide by that documentation for the term of the Contract;

(d) abide by a price structure agreed within the term of a Service Contract;

(e) provide tutorials, videos and installation support;

(f) indemnify the Customer (See section 13 of this Framework Contract);

(g) resolve, as a priority, any technical issues that may arise in the Application.

7. Rights & Obligations of the Customer

7.1. Customer Rights

Within the Contract, the Customer shall have the right to:-

(a) negotiate with the Supplier, a Service Contract that may vary from this Framework Contract;

(b) receive and benefit from the Application, as set out in the Contract;

(c) purchase multiple Licences in one Order;

(d) negotiate the provision of multiple Licences;

(e) security and privacy of its data, excepting clause 6.1.(i) of this Framework Contract;

(f) request enhancements or upgrades to the Application;

(g) benefit from tutorials, videos and installation support;

(h) benefit from on-site support, that shall incur an additional Fee;

(i) to receive from the Supplier a free trial of the Application with an unlimited quantity of Licences for a default term of 15 calendar days.

7.2. Customer Obligations

Within the Contract the Customer is obliged to:-

(a) where required and in a timely manner, to enter into a negotiation to agree a Service Contract with the Supplier;

(b) provide a named single point of contact with oversight of, and responsibility for, the entire relationship between the Supplier and the Customer;

(c) ensure that the named single point of contact shall co-operate with the Supplier in all matters relating to the Application and the provision of Licences.

(d) register the Supplier on the Customer's Supplier registration system, so that;

    (d.i) any Order placed by the Customer is no longer conditional.

(e) provide a Purchase Order number, where it is the policy of the Customer to do so, so that;

    (e.i) any Order placed by the Customer shall no longer be conditional;

(f) comply with the payment terms set out in the Contract;

(g) assign a Licence to only one individual, excepting multi-User Licence;

(h) provide adequate resources to install and benefit from the Application;

(i) accept that the Supplier shall acquire and store statistics relating only to the Customer login activity and access to the Supplier's tutorial material;

(j) notify the Supplier of any 'bug' or technical issue in the Application;

(k) publish the Customer's data protection compliance policy, and;

    (k.i) abide by that policy for the term of the Contract;

(l) maintain the confidentiality of the terms and conditions of the Contract. See section 10 of this Framework Contract;

(m) refrain from any action that would diminish the Supplier's rights, title and interest in and to the Application;

(n) to notify the Supplier of any attempt to disrupt the code of the Application, so that:

    (n.i) not reverse engineer, decompile, disassemble or create derivative works of the Application;

(o) not reproduce or redistribute the Application for any and all reasons;

(p) not rent or lease the Application to any other individual or entity for any and all reasons;

(q) supply a reference for the Application, and for the Supplier company, where requested to do so by the Supplier.

8. Consideration: Fees and Payment Terms

8.1. Fees

(a) The Fee for the Supply of Licences for the Application shall be set out in the Supplier's Offer.

8.2. Payment Terms

(a) Prior to delivery of any Licence, the Supplier shall raise and remit to the Customer an invoice.

(b) Under this Framework Contract, each single User Licence shall have an annual billing term.

(c) Under this Framework Contract, each multi-User Licence, might have a monthly billing term, depending on the quantity of Users, and as as negotiated between the Parties.

(d) The Customer shall pay to the Supplier, the Fee agreed between the Parties, with-in the specified payment term, prior to the provision of any Licence by the Supplier.

(e) Where any payment within the Contract shall be required to be made on a day, that is not a business day, the invoice Due Date shall be the previous business day.

(f) The payment term is of the essence to the Contract.

8.3. Payment Conditions

Within the Contract:-

(a) it is a fundamental condition of the Contract that the Customer shall settle each invoice raised by the Supplier with-in the specified term;

(b) the Customer shall pay to the Supplier, all amounts due under the Contract and all specific Orders, in full, and without any deduction or withholding, except as required by law;

(c) 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;

(d) 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;

(e) payment shall be settled only by means of electronic transfer, to the bank account of the Supplier nominated in the Supplier's invoice or in a Service Contract.

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8.3.1. Payment by Electronic Transfer

Within the Contract:-

(a) the Customer shall instruct its banking service supplier to make payment to the Supplier by means of electronic transfer;

(b) each Party to the Contract shall pay for 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 Contract;

(d) cleared funds shall arrive into a bank account, nominated 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;

(f) funds are cleared in the Supplier's bank account on the Due Date.

8.3.2. Value Added Tax

Within the Contract:-

(a) all amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax (VAT);

(b) where, for purposes of VAT, any taxable supply is made under the Contract, the Supplier shall raise a VAT invoice;

(c) 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 Licence;

(d) VAT shall be charged at the prevailing rate;

(e) the VAT payment shall be due at the same time as the payment for the supply of the Licence, unless;

(f) the Supplier might raise a separate invoice for VAT, that might have a variation of the payment term.

8.4 Late or Reduced Payment

Within the Contract:-

(a) without limiting any other right or remedy of the Supplier, where the Customer fails to make the full payment that is 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 the Licence, and;

> **(b.i)** where part payment is received, to reduce the quantity of accessible Licences, pro-rata and at its sole discretion.

9. Intellectual Property Rights

Within the Contract:-

(a) all Intellectual Property Rights of the Application and user documentation, are owned by the Supplier and are protected by law and by copyright;

(b) Intellectual Property Rights shall include all 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;

(c) the Customer shall not remove any product identification, copyright Notices or proprietary restrictions from the Application;

(d) the Customer shall not make available to any other Party any Intellectual Property that relates to the Application, and;

> **(d.i)** this condition shall apply to any trial term for the provision of the Application, and;

> **(d.ii)** where the Customer does not comply with this condition, the Customer shall be in breach of the Confidentiality clause of the Contract, and shall liable to pay to the Supplier substantial damages of no less than £10 million pounds;

(e) the Intellectual Property section 9 of this Framework Contract, shall survive termination of the Contract.

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10. Confidentiality

Within the Contract:-

(a) both Parties to the Contract shall respect, acknowledge and agree that any and all information communicated, is Confidential Information;

(b) confidential Information is any information, relating to the technical functionality and features of the Application and to the business of the Customer and the Supplier or to any Third Party of a personal, corporate 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 associated company, where the same requires such information for the performance of any service, unless such duplication or disclosure is specifically authorised by the Supplier or is required by the operation of the prevailing legislation;

(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) both Parties shall take all reasonable steps to ensure that its employees, and employees of any associated company, maintain, with no limitation, the confidence of all Confidential Information;

(f) specifically, the Parties shall restrict disclosure of such Confidential Information to it's employees, and employees within associated companies, as 'need to know', for the purpose of discharging their 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 Application 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 of this Framework Contract and any corresponding Service Contract, shall survive termination of the Contract.

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11. Warrants

The Supplier warrants that within the Contract:-

(a) login to the Application shall transfer no material data to the server of the Supplier other than a token, that shall authenticate the Licencee, and;

(b) that no data relating to any case or other research performed by the Customer, shall be transferred to the Supplier, so that;

(c) all data relevant to any case or other research shall be saved only to the Licencee's chosen hard drive, and that;

(d) no research data or activity that is the property of the Customer shall transfer to a server or any other asset in the control of the Supplier or any other Party, so that;

(e) all research data and activity shall be the confidential material of the Customer.

12. Disclaimer of Warranties and Limitation of Liability

The Supplier warrants that within the Contract:-

(a) to the maximum extent permitted by applicable law, the Supplier provides the Application "as is", and hereby disclaims 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 shall 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 failure 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 where the Supplier or any Third Party has been advised of the possibility of such damages and even where a remedy fails in its essential purpose;

(d) the Disclaimer of Warranties and Limitation of Liability section 12 of this Framework Contract and any corresponding section in a Service Contract, shall survive termination of the Contract.

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13. Indemnity and Insurance

Within the Contract:-

(a) the Supplier shall ensure that it has in place at all times suitable and valid insurance;

(b) public liability insurance shall indemnify the Supplier up to a value of 10 million pounds;

(c) professional liability insurance shall indemnify the Supplier up to a value of 2 million pounds;

(d) the policy shall indemnify the Supplier for the activity of any Third Party or associate company delivering the Application on behalf of the Supplier;

(e) the Insurance section 13 of this Framework Contract and any corresponding section of a Service Contract, shall survive termination of the Contract.

14. Default, Cancellation and Termination

Within the Contract:-

(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;

(c) the Customer shall receive no benefit from a late payment, and;

    (c.i) the recurring payment date set out in the Contract shall remain in force for all subsequent payments;

(d) where the Customer cancels a monthly recurring term contract, the Customer shall receive no refund on any outstanding monthly term;

(e) where the Customer cancels a fixed term within a Service Contract, the Customer may, at the discretion of the Supplier, be refunded for the value of any outstanding term, with an excess of 30 days, of the date of termination of the Contact;

(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, except;

   (g.i) where the Supplier has the right to suspend the Licence.

(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 or any corresponding section in a Service Contract.

15. Consequences of Termination

Within the Contract and 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) any clause which is expressed or is by implication, shall have an effect after termination shall continue in full force and effect.

16. Force Majeure

Within the Contract:-

(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 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 dependent Third Party application, 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 and any support service;

(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 and any Licence, the Supplier shall, without limiting its other rights or remedies, have the right to suspend or terminate the Contract with immediate effect by any voice communication, messaging service or any other written Notice to the Customer, whether direct or indirect.

17. Assignment and Subcontracting

Within the Contract:-

(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.

18. Notices

Within the Contract:-

(a) any Notice that is an Order for the Application or for a Licence and or other communication remitted to a Party under, or in connection with the Contract shall be in writing and shall be delivered to the other Party by e-mail, or through the Supplier's CRM;

(b) 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;

(c) 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 sender's or the recipient's mail server;

(d) the sender of an e-mail message shall not rely on a delivery receipt or any other successful transmission report;

(e) where time is not of the essence, the Parties have the right to communicate by courier or other recognised postal service to the receiving Party's principal place of business;

(f) notifications and other communications sent by courier or pre-paid postal service shall be deemed to have been fully received when delivered to the other Party's registered address, trading address or other specified mailing address;

(g) where a Notice or other communication is served in person by a Party, service shall be to the registered or other trading address of the Receiving Party;

(h) this section 18 shall not apply to the service of any proceedings or other documents in any legal action;

(i) 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 where sent by e-mail;

(j) a Notice may be signed by an authorised person and where an e-mail or other document, including this Framework Contract and a Service Contract is not signed, that Notice shall possess legal authority by it's very existence and shall be considered as effective communication to the other Party.

19. Waiver

Within the Contract:-

(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 19, 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.

20. Severance

Within the Contract, 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.

21. Relationship between the Parties

Within the Contract:-

(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.

22. Third Parties

Within the Contract:-

(a) the Supplier shall have Third Party rights for subcontracts of support to another Party as per clause 6.1(m);

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

(c) 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;

(d) 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.

23. 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, so that;

(b) The variation shall incur a version number that shall reflect the magnitude of the variation, so that;

(c) Where there is a variation to the material or meaning of this Framework Contract, a prime number amendment shall be applied to the version, so that;

(d) Where a variation correction is a minor correction of syntax, spelling or grammar, with no material effect, the version amendment shall incur a decimal number, and;

(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 Contact 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, 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 it's website.

24. Singular & Entire Agreements

Within the Contract:-

(a) the entire agreement between the Parties shall include this Framework Contract, the Offer, the Order, any other Notice, and any subsequent invoice, or;

(b) the entire agreement shall be a specific Service Contract between the Parties;

(c) the Parties acknowledge that the 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 the Contract;

25. Enforceability of the Contract

(a) The Contract shall come into force where both Parties sign the Contract, or;

(i) where there is no signature of either Party, but where;

(ii) the Supplier has remitted this Framework Contract, or any Service Contract, to the Customer, by e-mail or other electronic means.

26. Governing Law, Jurisdiction and Dispute Resolution

Within the Contract:-

(a) and concerning any dispute or claim arising out of, or in connection with the Contract or 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;

(b) the Parties irrevocably submit to the exclusive jurisdiction of recognised mediation services and the courts of England and Wales;

(c) the jurisdiction of the Contract applies to legal entities and naturalised persons in any jurisdiction;

(d) the Parties shall attempt to resolve any dispute arising out of or relating to the Contract through negotiation between their appointed representatives who have the authority to settle such disputes.