

**DATED [dd/mm/yyyy]**

**Master Services Agreement  
For the Provision of ISAAC Solutions & Services**

**ISAAC Intelligence Limited**  
(incorporating ISAAC Intelligence Pty Ltd)

**And**

**[Customer Name]**

THIS MASTER SERVICES AGREEMENT is made on the [dd/mm/yyyy] (“Effective Date”)

**BETWEEN:**

- (1) **ISAAC INTELLIGENCE LIMITED (“ISAAC”)**, a company registered in England and Wales under company number 08556325 and whose registered address is at Parkshot House, 5 Kew Road, Richmond, TW9 2PR, United Kingdom, and
- (2) [**Customer Name**] (the “**Customer**”), a company registered in England and Wales under company number [**Company Reg No**] and whose registered office is at [**Registered Office Address**]

Each a “**Party**” and together collectively referred to as the “**Parties**”.

**RECITALS**

- (A) ISAAC is a provider of proprietary software and business tools, certain business process automation techniques and methodology, proprietary cloud-computing and software development.
- (B) ISAAC and the Customer desire to establish and agree upon a set of terms and conditions governing the provision of proprietary software and business tools, certain business process automation techniques and methodology, proprietary cloud-computing and software development provisioned by ISAAC to the Customer.
- (C) ISAAC is willing to provide, and the Customer hereby accepts the provisions of the Services and/or Equipment (as defined below) upon the terms and conditions set out in this Agreement.

**NOW IT IS HEREBY AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement, a reference to:

<b>“Acceptable Use Policy” or “AUP”</b>	means the Acceptable Use Policy as provided by ISAAC to the Customer; available at <a href="http://www.isaacintelligence.com/policies">http://www.isaacintelligence.com/policies</a> or at any other URL of ISAAC as notified to the Customer, and as amended from time to time by ISAAC effective upon posting of the amended/revised AUP in accordance with Clause [4.6];
<b>“Acceptance Certificate”</b>	means the acceptance notice issues after successful completion of the Acceptance Testing;
<b>“Acceptance Test(s)”</b>	means the test carried out in accordance with Clause [5] of the Services and <b>“Acceptance Testing”</b> shall be construed accordingly;
<b>“Access Details”</b>	means the Customer’s login names, passwords and other Confidential Information relating to the Customer’s access to the Services;

<b>"Additional Costs"</b>	means the additional costs as more particularly set out in a Service Order Form;
<b>"Additional Services"</b>	means any services which ISAAC agrees in writing to provide but which may not be included in a Service Order Form;
<b>"Affiliate(s)"</b>	means any business entity from time to time Controlling, Controlled by, or under common Control with, either Party;
<b>"Agreement"</b>	means this Master Service Agreement together with its Schedules and any Appendices to Schedules and any Service Order Forms and any Appendices to such Service Order Forms;
<b>"Annual Fee(s)"</b>	means the annual fees payable for the Services, as set out in a Service Order Form;
<b>"Appendix" or "Appendices"</b>	means the one or more appendices of Services attached to this Agreement, Service Order Forms, and/or Schedules and which form part of this Agreement;
<b>"Associated Company(ies)"</b>	means in relation to a Party, its subsidiaries, its ultimate holding company and any company which is from time to time a subsidiary of its ultimate holding company; "holding company" and "subsidiary" shall have the meaning as defined in section 1159 of the Companies Act 2006;
<b>"Authorised Access Persons"</b>	means personnel of the Customer or of third parties authorised to enter the Co-location Site on the Customer's behalf;
<b>"Authorised Representative(s)"</b>	means the person(s), nominated by the Customer, who shall have the authority to contractually bind the Customer on all matters relating to this Agreement;
<b>"Authorised User(s)"</b>	means the individual(s) authorised by the Customer to use the Services, as specified by the customer from time to time;
<b>"Bribery Legislation"</b>	means all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption in the relevant country including but not limited to the UK's Bribery Act 2010;
<b>"Business Day"</b>	means a day on which the clearing banks are open for business in the City of London (other than Saturday or Sunday and national holidays);
<b>"Business Hours"</b>	means 09:00 hours – 17:00 hours on a Business Day;
<b>"Commencement Date"</b>	means, in respect of Services ordered under any particular Service Order Form, the earlier of: (a) the date on which the Customer and/or an Affiliate first makes use of the Services, or (b) signature or deemed acceptance of the relevant acceptance notice following satisfaction of applicable acceptance tests (if any);
<b>"Control"</b>	<p>means in relation to a body corporate, the ability to secure that the affairs of a body corporate are conducted in a particular manner, whether:</p> <ul style="list-style-type: none"> <li>(a) by means of the holding of shares, or the possession of voting power, in or in relation to that or any other body corporate; or</li> <li>(b) by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating that or any other body corporate, and <b>"Controlling"</b> and <b>"Controlled"</b> shall be construed accordingly;</li> </ul>
<b>"Data Controller"</b>	means the natural or legal person, public authority, agency or any other body which alone or jointly with others determines the purposes and means of the Processing of Personal Data. Where the purposes and means of Processing are determined by national laws or regulations, the controller or the specific criteria for his nomination may be designated by national law

<b>"Data Processor"</b>	means an entity Processing Personal Data on behalf of a Data Controller and in accordance with its instructions;
<b>"Data Subject"</b>	means an identifiable person who can be identified directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity;
<b>"Disclosing Party"</b>	means a party who discloses confidential information;
<b>"Electronic Signatures"</b>	means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile, e-mail electronic signatures or by means of an electronic signature service;
<b>"End User"</b>	means the Customer or any person whom the Customer permits to use the Services (including, without limitation, any Affiliate);
<b>"Equipment"</b>	means any apparatus, equipment hardware, software, material or other items (including parts and components) purchased by the Customer from ISAAC as set out in any Service Order Form;
<b>"Fees"</b>	means all and any fees payable in accordance with the terms of this Agreement, including the Annual Fee, Installation Fee and any Additional Costs incurred in respect of the Equipment and/or Services;
<b>"Force Majeure Event"</b>	means a circumstance beyond the reasonable control of the party claiming the event of force majeure (" <b>Affected Party</b> "), its Subcontractors and ISAAC's which is now unknown to, and cannot reasonably be anticipated by the Affected Party which results in that party being unable to observe or perform on time an obligation under this Agreement. (other than in each case by the Party seeking to rely on Clause [22], or companies in the same group as that Party);
<b>"Good Environment Practice"</b>	means complying with all environmental standards imposed by any applicable laws, including those: <ul style="list-style-type: none"> <li>(a) relating to protection against, or compensation for, asbestosis or diseases arising from contact with waste or hazardous materials;</li> <li>(b) that relate to emissions, migration, discharges, releases or escapes of waste or hazardous materials into the environment; and/or</li> <li>(c) relating to the presence, production, processing, distribution, management, use, control, treatment, storage, burial, disposal, transport or handling of waste or hazardous materials;</li> </ul>
<b>"Good Industry Practice"</b>	means in relation to any undertaking and any circumstances, the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances;
<b>"GDPR"</b>	means the General Data Protection Regulation
<b>"Implementation Period"</b>	means the period between execution of the Service Order Form and the Commencement Date;
<b>"Initial Term"</b>	means the minimum term of the Agreement, which unless otherwise expressly stated in the applicable Service Order Form shall be twelve (12) months from the Commencement Date;
<b>"Installation Fee"</b>	means the initial installation charge as set out in a Service Order Form;

**"Intellectual Property Rights"**

means any intellectual property rights anywhere in the world whether registrable or not, including, without limitation, patents and petty patents, trade names, utility models, trademarks, service marks, rights in designs, copyright and related rights, database rights, rights in computer software, topography and semi-conductor topography rights, know-how, moral rights, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, rights in any software and all rights in the nature of unfair competition, inventions, rights to use, and protect the confidentiality of Confidential Information (including know-how and trade secrets), in each case whether registered or unregistered, as well as applications for registration of such rights and the right to apply for registrations and be granted, or renewals or extensions of, and rights to claim priority from, such rights, and all equivalent or similar rights or forms of protection which subsist or will subsist now or in the future howsoever arising and in whatever media;

**"ISAAC Equipment"**

means any apparatus, equipment, hardware, software, material or other items (including parts and components) owned, rented, leased and/or loaned by ISAAC and provided to the Customer as part of the Services as set out in the Schedules and/or in any Service Order Form(s);

**"License Agreement"**

means the terms and conditions governing the supply of Software, whether ISAAC's own software or third-party Software which ISAAC is authorised to supply the Customer;

**"Location"**

means the location(s) at which or to which Services and Equipment will be supplied as set out in a Service Order Form;

**"Maintenance Release"**

release of the Software that corrects faults, adds functionality or otherwise amends or upgrades the Software, but which does not constitute a New Version;

**"New Version"**

any new version of the Software which from time to time is publicly marketed and offered for purchase by ISAAC or third-party licensor in the course of its normal business, being a version, which contains such significant differences from the previous versions as to be generally accepted in the marketplace as constituting a new product;

**Non-recurring Fees**

means one-off charges, including but not limited to Professional Services Fees, hardware or software fees and service setup fees.

**"Personal Data"**

means any personally identifiable information about an individual, including their name, age, job description, e-mail address, mailing address, racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, physical or mental health, sexual life, civil and criminal offences, alleged offences, related proceedings and sentences (or as otherwise defined by applicable law);

**"Personnel"**

means all persons employed by ISAAC to perform its obligations under this Agreement together with ISAAC's employees, agents, ISAAC's and approved Subcontractors used in the performance of its obligations under this Agreement;

<b>“Process” or “Processing”</b>	means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organisation, storage, adaptation or alteration retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction;
<b>“Professional Services Fee”</b>	means any one-off or recurring professional services and support fees as per the order form;
<b>“Receiving Party”</b>	means party who receives confidential information;
<b>Recurring Fees</b>	means any service related fees which are charged periodically as defined in Clause [9]
<b>“Schedule(s)”</b>	means the one or more schedules of Services attached to this Agreement and are hereby incorporated into this Agreement;
<b>"Services"</b>	means the services which ISAAC shall provide as specified in a Service Order Form and any Additional Services;
<b>“Service Credits”</b>	means the credits set out in the Service Level Agreement (where applicable) which are payable in respect of any failures to meet the Services Levels;
<b>“Service Level Agreement”</b>	means the service level agreement which sets out the service levels provided by ISAAC to the Customer in relation to the Services;
<b>"Service Order Form"</b>	means the Order requesting for the supply of the Services and/or Equipment submitted by the Customer in the format as set out in Schedule [1] (or such other format provided by ISAAC) together with any appendices thereto, pursuant to Clause [2] and has been accepted by ISAAC;
<b>“Software”</b>	means any operating system, utility or applications software delivered by ISAAC in machine-readable object, or interpreted form, an either incorporated with hardware or separately supplied (including related documentation) in the provision of the Services;
<b>“Subcontract”</b>	means a subcontract of any of ISAAC’s obligations under this Agreement (including a subcontract granted by a Subcontractor);
<b>“Subcontractor”</b>	means a subcontractor of ISAAC (or of a Subcontractor) in relation to the performance of ISAAC’s obligations under this Agreement;
<b>“Term”</b>	shall have the meaning ascribed to it in Clause [3];
<b>“Test Date”</b>	means the date in the implementation plan for the Acceptance Tests (as agreed by the Parties) marking the anticipated completion of the Acceptance Tests;
<b>“Website”</b>	means ISAAC’s website at <a href="http://www.isaacintelligence.com">http://www.isaacintelligence.com</a> or any other notified website from time to time.

- 1.2 A person includes a reference to a natural person, body corporate or unincorporated, association or partnership (whether or not having separate legal personality); and includes a reference to that person’s legal personal representatives, successors and lawful assigns.
- 1.3 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

- 1.4 A Clause, or Schedule, or Appendix to a Clause or Schedule, or an Appendix, unless the context otherwise requires, is a reference to a Clause of or Schedule, or Appendix to a Clause or Schedule, or an Appendix to this Agreement and references to paragraphs are to paragraphs of the relevant Schedule, or Appendix to a Clause or Schedule, or an Appendix.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders
- 1.7 Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.
- 1.8 References to a document in agreed form are to that document in the form agreed by the Parties and initialled by or on their behalf for identification.
- 1.9 A reference to writing or written includes fax but not electronic-mail.
- 1.10 Any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English legal term in that jurisdiction.
- 1.11 A reference to this Agreement or to any other agreement or document referred to in this Agreement is a reference to this Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.
- 1.12 Where any statement is qualified by the expression so far as Party is aware or to Party's knowledge (or any similar expression), that statement shall be deemed to include an additional statement that it has been made after due and careful enquiry.
- 1.13 Any words following the terms 'including', 'include', 'in particular' and 'for example', or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.14 The headings in this Agreement do not affect its interpretation.
- 1.15 Any reference to a provision of a statute includes references to:
  - 1.15.1 that provision as amended, extended or applied by any other provision regardless of whether the other provision became law before or after this Agreement;
  - 1.15.2 any re-enactment of that provision (with or without change); and
  - 1.15.3 any regulation, order, code of practice or similar thing having the force of law made (before or after this Agreement) under that provision or any provision falling within Clauses [1.15.1] or [1.15.2].
- 1.16 Unless otherwise agreed by the Parties to the contrary, in the event of any conflict between this Agreement, its Schedules and any Service Order Form and Appendices thereto, the conflict will be resolved in the following order of precedence: this Agreement, the Schedules, the Service Order Form(s), and any Appendices to the Service Order Forms.
- 1.17 Any clear typographical, clerical or other error or omission ("**Error**") in any sales literature, quotation, price list, invoice or any other documentation or information ("**Document(s)**") issued by ISAAC that ought reasonably to be deemed by a reasonably prudent person to be a clear Error in such Document(s), shall be subject to correction without any liability on the part of ISAAC.
- 1.18 No statements or representations shall be binding unless in writing signed and agreed by the authorised representatives of both Parties.



## 2. TERMS OF BUSINESS

- 2.1 This Agreement provides framework terms and conditions under which the Customer can request an order for the Services from ISAAC. Unless otherwise notified by ISAAC, any such request shall be made by submitting a Service Order Form in the format provided by ISAAC. The Customer agrees that any document or communication (including any document or communication in the apparent form of an Order) which is not in the format acceptable to ISAAC shall not constitute an Order under this Agreement.
- 2.2 Any quotations given by ISAAC shall not be binding unless and until a Service Order Form has been accepted in writing by ISAAC. Until such acceptance ISAAC may revise or withdraw any quotation.
- 2.3 ISAAC shall not be obliged to accept any Service Order Form(s) or to provide any Services under that Order until such time as the relevant Order has been executed by ISAAC. Where ISAAC accepts any such Service Order Form in writing, the relevant Services shall (subject to payment of the Fees by the Customer) be supplied by ISAAC to the Customer (or, as the case may be, to the Affiliate) on and subject to the terms of this Agreement.
- 2.4 Following receipt of a Service Order Form, ISAAC shall promptly and in any event within a reasonable period (considering all relevant circumstances in relation to the subject matter and nature of a Service Order Form) acknowledge receipt of a Service Order Form and either:
  - 2.4.1. notify the Customer that it declines Service Order Form; or
  - 2.4.2. notify the Customer that it accepts the Service Order Form by signing and returning the Service Order Form.
- 2.5 Where Services are provided to an Affiliate, the Customer shall remain liable for the performance of this Agreement and shall procure that the relevant Affiliate abides by the provisions of this Agreement.
- 2.6 ISAAC reserves the right to Subcontract the provision of Services under this Agreement. ISAAC shall remain liable for the performance of this Agreement by any Subcontractor. In circumstances where ISAAC is not itself permitted to provide Services, ISAAC may require the Customer to contract directly with the Subcontractor in substitution for, or in addition to, ISAAC.
- 2.7 The Customer acknowledges that the terms of this Agreement and the provision of Services under any Service Order Form are subject to applicable law and regulation in the country in which the Services are provided and may be varied by ISAAC in order to comply with local law and regulations.
- 2.8 Each Order shall constitute a separate and severable contract between ISAAC and the Customer and any Service Order Form and any appendices to a Service Order Form shall constitute part of and are incorporated within this Agreement and any other standard terms and conditions of the Parties and Affiliates shall not apply.

## 3. TERM

- 3.1 The Agreement shall commence on the Effective Date and shall continue until terminated in accordance with the provisions of this Agreement ("**Term**").
- 3.2 A Service Order Form shall come into force on the Commencement Date and shall continue in force for the full duration of the Initial Term which shall renew automatically for further periods of equal duration to the Initial Term (each a "**Renewal Term**") unless terminated in accordance with the provisions of this Agreement.

## 4. ACCEPTABLE USE POLICY

- 4.1 The Customer and/or End User shall at all times adhere to the AUP. ISAAC may immediately take corrective action, including suspension, interruption or disconnection of the Services, or terminate this Agreement as a material breach in the event of it becoming aware of any violation of the AUP by the Customer or if it reasonably believes a violation of the AUP by the Customer has occurred after due enquiry of the Customer by ISAAC.
- 4.2 The Customer shall, and shall ensure that all End Users shall:



- 4.3 comply with any reasonable operating instructions notified by ISAAC and all relevant policies provided that ISAAC provides such to the Customer in advance;
- 4.3.1 comply with all applicable laws and regulations (including, without limitation, laws and regulations governing obscenity, pornography, offensive material, contempt of court, Parliamentary Privilege and the provision of financial services);
  - 4.3.2 not infringe the rights of any third party (including, without limitation, by defamation or by infringement of Intellectual Property Rights); and
  - 4.3.3 not transmit, store, facilitate the transmission or storage of, or knowingly receive, computer viruses or other material, which may interrupt or damage the Services or render the Services less functional or less effective.
- 4.4 The Customer shall indemnify ISAAC and its Subcontractors and their respective directors, officers, employees, contractors, agents and customers (each an "**indemnified party**") harmless from and against any and all claims, demands, losses, damages, liabilities and expenses (including reasonable legal expenses) an indemnified party may suffer or incur as a result of any claim or action brought against ISAAC alleging that its use or possession of the Customer Content (or any part thereof) in accordance with the terms of this Agreement infringes the Intellectual Property Rights of a third party or other applicable laws. In particular, but without limitation, the Customer shall be solely responsible for ensuring that the Customer Content is not defamatory or otherwise illegal and not otherwise in breach of the AUP.
- 4.5 The Customer shall immediately notify ISAAC if it becomes aware of any breach of Clauses [4.2] and [4.3].
- 4.6 In the event ISAAC takes corrective action or terminates due to a violation of the AUP, the Customer shall forfeit any rights to, and ISAAC shall not be required to refund to the Customer, any Fees or other amounts paid in advance of such corrective action.
- 4.7 ISAAC may revise the AUP from time to time, provided that the revised AUP will not apply to the Customer and/or End User until the date that is one (1) month from the date on which ISAAC gives notice to the Customer of the proposed revision (providing full details of the revised AUP). The Customer may terminate this Agreement and/or any Service Order Form following the receipt of notice from ISAAC under this Clause [4.7] by giving ISAAC no less than twenty (20) days' advance notice in writing if the Customer and/or End User considers that the revision to the AUP has or will have a material effect on the ability of the Customer to benefit from any of the Services or use any Equipment.

## 5. ACCEPTANCE TESTING

- 5.1 Where applicable to the relevant Services and where requested by the Customer, following installation of the Services, ISAAC (at the Customer's expense) will test the Services (together with other requirements agreed between the Parties) in accordance with ISAAC's standard Acceptance Tests in the presence of the authorised representative(s) of the Customer (unless such representative(s) are unable to attend, having had reasonable notice of the date and time of the Acceptance Test, in which case the Customer will be deemed to have waived its entitlement to attend).
- 5.2 ISAAC will carry out the Acceptance Tests in respect of the Services over the number of days set out in the implementation plan as agreed between the Parties.
- 5.3 If there are failures in the Acceptance Tests while the Acceptance Tests are in progress, the Customer shall inform ISAAC promptly, and ISAAC shall use its reasonable endeavours to correct such failures promptly.

## 6. USE OF SERVICES

- 6.1 In using the Services, the Customer will, and will ensure that all Affiliates and End Users will:
- 6.2 comply with any reasonable operating instructions or requirements of ISAAC or its Subcontractors notified by ISAAC to the Customer and/or Affiliates and/or End Users from time to time;
  - 6.3 comply with all applicable laws, regulations, licences, orders of court and codes of practice;

- 6.4 obtain and maintain and comply with or procure with all permissions, licences, registrations and approvals necessary;
- 6.5 not infringe the rights of any third party (including, without limitation, by defamation or by infringement of Intellectual Property Rights); and
- 6.6 not transmit, store, facilitate the transmission or storage of, or knowingly receive, computer viruses including but not limited to, the generation or dissemination of computer viruses, Trojan horses, time bombs, denial of service attacks, key logging or other monitoring software, worms, logic bombs, or other code or program material which may interrupt or damage ISAAC Services or render ISAAC Services less functional or less effective.
- 6.7 not carry out any act which will, or is likely to, interfere with or compromise the security or proper functioning of the Services, including without limitation any attempt to probe or test the vulnerability of any ISAAC system or any network connected to or accessible through ISAAC systems;
- 6.8 not permit any equipment owned, leased, maintained or controlled the Customer to interfere with or impair the provision of any Service(s), unlawfully interfere with or impair the transmission or privacy or any data or communication transmitted via ISAAC systems or otherwise create, cause or contribute to the creation or causing of a hazard;
- 6.9 take all reasonable steps to prevent any access to, or use of, ISAAC systems or Services without permission, including ensuring that Access Details are kept confidential and available only to the Authorised User(s);
- 6.10 not modify, disassemble, decompile, or reverse engineer any Software or Services except to the extent permitted by law, and in any such case where required by law, must first give ninety (90) days' notice to ISAAC.
- 6.11 In the provision of the Services, the Customer shall:
  - 6.7.1 provide all co-operation and assistance reasonably required by ISAAC in relation to the provision of the Services and the investigation of any interruptions, faults or outages or any associated security issues;
  - 6.11.2 provide all data and other information reasonably required, including security access information and software interfaces to any relevant business applications; and
  - 6.11.3 take all reasonable steps to ensure that all information provided to ISAAC is true, accurate, complete and not misleading in any material respect.
- 6.12 The Customer shall immediately notify ISAAC if it becomes aware of any breach of Clause [6.1].
- 6.13 The Customer is responsible for all use of the Services and for providing and maintaining its own equipment necessary in addition to the Equipment for connecting to, accessing and using the Services.
- 6.14 The Customer is responsible for all telecommunications charges relating to access to and use of the Services (including leased line charges) other than as set out in the relevant Service Order Form.

## 7. SOFTWARE

- 7.1 The Customer acknowledges that Intellectual Property Rights that subsist in all Software, any New Version, any Maintenance Releases and all related documentation (whether printed or stored electronically), whether it is ISAAC's proprietary Software or Software supplied by ISAAC under a licence, shall belong to ISAAC or the relevant third-party licensor. All Software and related documentation is supplied to the Customer only under the terms and conditions of the applicable Licence Agreement (whether this has been signed and/or returned to ISAAC or not) and the Customer shall have no rights in or to the Software other than the right to use it in accordance with terms and conditions of the applicable Licence Agreement.
- 7.2 No part of the Software may be copied, reproduced or utilised in any form by any means without the prior approval of ISAAC.
- 7.3 Title or ownership to the Software does not transfer to the Customer under any circumstances.

- 7.4 Where the Customer has not signed the applicable Licence Agreement in advance, the Customer undertakes to return the Licence Agreement supplied with each item of Software, duly signed by the Customer's authorised representative, prior to the Customer using that item of Software. It is the sole responsibility of the Customer to comply, and for ensuring that any of its End Users comply, with all of the terms and conditions of the Licence Agreement, and the Customer is hereby notified that any failure to comply with such terms and conditions may result in the revocation of its licence to use the Software.
- 7.5 Software is warranted in accordance with the terms of the Licence Agreement governing its supply. The sole obligation of ISAAC under such warranty will be limited to the use of all reasonable efforts to correct any failure of the Software to conform to its user manual current at the date of delivery and to supply the Customer with a corrected version of the Software as soon as reasonably practicable after the Customer has notified ISAAC of any defects in writing.
- 7.6 The Customer is not authorised to sub-license the Software to any third party except where the terms and conditions of the Licence Agreement state otherwise.
- 7.7 As part of said obligations, the Customer may have to declare to the applicable third-party licensors the use of the Software, the numbers of users and any change thereof during the licence term. The initial pricing of Software is a component of the pricing set forth in the Service Order Form. In the event of a change of use of the Software, of the numbers of users of Software, or of the increase of the licence fees by the third-party licensors of the Software, ISAAC may invoice the Customer for any increase in the licence fees actually borne by ISAAC in addition to the Fees for the Services.

## 8. AMENDMENTS TO ISAAC SERVICES

- 8.1 ISAAC reserves the right to modify, add to, replace or discontinue any or all of ISAAC Services at its sole discretion, on reasonable notice (except in unavoidable circumstances where notice may not be possible) provided that such modification, addition, replacement or discontinuation (referred to collectively as a "**Modification**") does not materially detract from the overall level of performance of ISAAC Services.
- 8.2 ISAAC reserves the right to increase the Fees as a result of any such Modification. Where any Modification pursuant to Clause [8.1] will result in a material increase of the cost to the Customer of the use of ISAAC Services (other than as provided for in this Agreement or if the Customer consents to the material increase), the Customer will be entitled to terminate the provision of the relevant ISAAC Services on at least one (1) month's written notice to ISAAC, such notice to be given within one (1) month of receipt by the Customer of notification of the Modification and to be effective on the earlier of three (3) months after receipt by ISAAC of the Customer's notice of termination and the date the material increase is due to take effect.
- 8.3 ISAAC shall not be responsible for any changes in services outside its control that cause the Customer's Equipment to become obsolete, require modification or alteration, or otherwise affect the performance of the Services. However, if practicable (without an obligation to expend funds or incur additional costs) ISAAC will assist the Customer in resolving any such ISAAC Equipment problems.

## 9. FEES AND PAYMENT

- 9.1 In consideration of the supply of the Services, the Customer will pay the Fees to ISAAC unless otherwise stated in the Service Order Form and in such currency stated in the applicable Service Order Form.
- 9.2 Unless otherwise provided in the Service Order Form:
- 9.3 Payment for non-recurring Fees are due in advance, before works are commenced
- 9.4 Recurring Fees are payable quarterly in advance, the first such payment being due and payable on the Commencement Date and then quarterly thereafter during the Term.
- 9.5 The Installation Fee and Fee for the software payable will be payable on signing of the Service Order Form.
- 9.6 Any Additional Costs that are incurred in relation to the Services are payable in advance of the provision of the Additional Services to which they relate.

- 9.7 The Customer acknowledges and agrees that the Fees detailed in a Service Order Form are subject to survey and accordingly ISAAC may increase the Fees following the results of such survey. If, following such increase, the revised Fees are not acceptable to the Customer; the Customer shall have the right, within fourteen (14) days of the date of such increase, to terminate the applicable Service Order Form on written notice to ISAAC with immediate effect.
- 9.8 ISAAC will be entitled to charge the Customer an additional service fee at ISAAC's then current standard rates if there is a need for any maintenance which results from:
- 9.8.1 power failure; misuse or neglect of or accidental or wilful damage to the Software (other than caused by ISAAC);
  - 9.8.2 failure by the Customer or an Affiliate or End User to comply with any provisions of this Agreement;
- 9.9 ISAAC may alter the Fees on thirty (30) days' notice if the rates payable by ISAAC for obtaining any goods or services required to provide the Services or Equipment are materially altered as a result of any Tax or such other imposition or intervention by a Governmental authority or as the consequence of the introduction of regulations or law to which ISAAC is subject in both cases which ISAAC could not reasonably have anticipated as at the commencement of this Agreement and/or the date of entry into the relevant Service Order Form. If the rates charged to ISAAC are altered retrospectively such altered rates may also be applied retrospectively. If, following such alteration, the revised Fees are not acceptable to the Customer; the Customer may terminate the applicable Service Order Form by giving twenty (20) days' written notice to ISAAC, such notice to be given within thirty (30) days of receipt of the notification of the revised Fees by the Customer. If the Customer fails to notify ISAAC of its wish to terminate within the applicable time period, the Customer shall be deemed to have accepted the revised Fees. If the Customer terminates a Service Order Form under this Clause [9.9] during the Initial Term, the Customer shall pay the Fees and any costs and expenses incurred by ISAAC to the date of termination but shall not be required to pay the Fees for the full Initial Term.
- 9.10 ISAAC reserves the right to increase the Fees on notice with effect upon expiry of the Initial Term and upon expiry of each subsequent Renewal Term provided that such increase is no greater than the rate set out in the RPI plus four percent (4%). The Customer will have the right to terminate the provision of the relevant Services on written notice to ISAAC if it does not accept the increase, such termination to take effect upon commencement of Renewal Term to which the increase in Fees relates. If the Customer fails to notify ISAAC of its wish to terminate prior to commencement of the Renewal Term to which the increase in Fees relates, the Customer shall be deemed to have accepted the revised Fees for such Renewal Term.
- 9.11 ISAAC reserves the right to increase the Fees on fourteen (14) days' written notice as a result of increase of charges from third party ISAAC's with effect upon expiry of notice. If, following such alteration, the revised Fees are not acceptable to the Customer; the Customer may terminate the applicable Service Order Form by giving twenty (20) days' written notice to ISAAC, such notice to be given within thirty (30) days of receipt of the notification of the revised Fees by the Customer. If the Customer fails to notify ISAAC of its wish to terminate within the applicable time period, the Customer shall be deemed to have accepted the revised Fees. If the Customer terminates a Service Order Form under this Clause [9.11], the Customer shall pay the Fees and any costs and expenses incurred by ISAAC to the date of termination but shall not be required to pay the Fees for the full Term.
- 9.12 The Fees do not include value added tax, sales tax, excise tax, tax on receipts, withholding tax or any other similar tax, levy, impost, charge, fee or duty and any carbon reduction tax or any other environmental tax or levy ("**Tax**") and any fibre optic network costs, which must be paid by the Customer or, as the case may be, Affiliate in the amount prescribed by any authority, government or government agency or as required by law in connection with or as a result of the Services provided to the Customer, or Affiliate, where such Tax is chargeable to or payable by ISAAC or by the Customer or, as the case may be, Affiliate.

- 9.13 Receipts for payment will be issued only upon request. Payment of all sums due under this Agreement is subject to the provisions of Clause []. In the event that the Customer fails to pay any amount on the due date, ISAAC shall be entitled (without prejudice to any other rights and remedies) to:
- 9.13.1 suspend the Services in accordance with Clause [15.9.1];
  - 9.13.2 charge interest in accordance with Clause [9.15];
  - 9.13.3 terminate this Agreement in accordance with Clause [15.7].
- 9.14 If the Customer receives an invoice which it reasonably believes, acting in good faith, specifies a charge which is not valid and properly due ("**Disputed Charge(s)**"), the Customer shall have ten (10) days from the date an invoice is received to notify ISAAC in writing that it has a bona fide dispute in relation to the amount invoiced. Until the Parties resolve such Disputed Charges, the Customer shall not be liable to pay the Disputed Charges but shall continue to pay the undisputed portion in accordance with this Clause [9.14]. If the Customer fails to notify ISAAC within the time period specified in this Clause [9.14] such invoice shall be deemed accepted and any right of dispute shall be waived.
- 9.15 If the Customer fails to make any payment due to ISAAC under this Agreement by the due date for payment, then, without prejudice to ISAAC's remedies, ISAAC reserves the right to charge the Customer interest on the overdue sum at the rate of six percent (6%) per annum above LIBOR's lending rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue sum, whether before or after judgment. The Customer shall pay the interest together with the overdue amount immediately on demand by ISAAC.
- 9.16 ISAAC may, in its discretion, require the Customer, at any time prior to or during the Term, pay a deposit, make payment on account or provide a form of guarantee as security or in any other manner specified by ISAAC ("**Deposit**") for the payment of amounts due under this Agreement. ISAAC will hold such Deposit as and against any charges arising from use of the Services by the Customer and ISAAC shall be entitled to set-off such Deposit against any sums due under this Agreement from time to time, including interest due or owing to ISAAC.
- 9.17 Any Deposit held by ISAAC will not accrue interest (where applicable) whatsoever although any Deposit (or part thereof) which is held by ISAAC for over one year and, which is subsequently repaid to the Customer may, at ISAAC's discretion, attract interest at LIBOR's interest rate from time to time.
- 9.18 Unless otherwise directed in a Service Order Form, the Fees exclude the following, which the Customer will pay to ISAAC:
- 9.19 any additional costs which are incurred as a result of the failure or delay of the Customer or an Affiliate to comply with its obligations under this Agreement, including but not limited to the failure or delay of the Customer or an Affiliate or any third party under the contractual control of the Customer or Affiliate in allowing ISAAC to perform the Services and/or install the Equipment at the Location or giving ISAAC adequate information or instructions;
- 9.20 any additional costs incurred in the event that provision of the Services or installation of the Equipment is rendered more expensive as a result of the presence of asbestos or other harmful substances at the Location; and
- 9.21 any Tax payable by the Customer or, as the case may be, Affiliate in connection with or as a result of the costs set out under Clauses [9.19] and [9.20] above.
- 9.22 On termination of the Agreement for any reason, ISAAC's (but not the Customer's) rights in this Clause [9.22] shall remain in effect.
- 9.23 ISAAC may appropriate payments by the Customer to such Services as it thinks fit, notwithstanding any purported appropriation by the Customer to the contrary and may make such appropriation at any time.

## 10. LIMITED WARRANTY AND WARRANTY DISCLAIMER

- 10.1 ISAAC hereby warrants that it and its Subcontractors will: (a) exercise and perform its obligations under this Agreement, and (b) have appropriate business continuity and disaster recovery plans in place (which are updated regularly), in accordance with Good Industry Practice.
- 10.2 The Customer acknowledges and agrees that ISAAC exercises no control over, and accepts no responsibility for, the content of the information passing through ISAAC's Network, host computers, network hubs and points of presence or the Internet.
- 10.3 Each Party warrants to the other that it will perform its obligations under this Agreement in compliance with all applicable laws (including health and safety laws and in accordance with Good Environmental Practice), enactments, orders, regulations, industry-specific regulations, guidance and all changes in law.
- 10.4 ISAAC excludes any warranty as to the quality, content or accuracy of third party services.
- 10.5 ISAAC warrants to the Customer that the Software: (a) is free from defects of workmanship and materials (b) complies with all applicable laws, regulations, licences, orders of court and codes of practice, and (c) does not infringe the rights of any third party (including, without limitation, Intellectual Property Rights).
- 10.6 ISAAC shall not in any circumstances be liable for a breach of the warranty contained in Clause [10.5] unless:
- 10.6.1 the Customer gives written notice of the defect to ISAAC within seven (7) days of the time when the Customer discovers or ought to have discovered the defect; and
  - 10.6.2 after receiving the notice, ISAAC is given a reasonable opportunity of examining such Software and the Customer (if asked to do so by ISAAC) returns such Software to ISAAC's place of business at ISAAC's cost for the examination to take place there.
- 10.7 ISAAC shall not in any circumstances be liable for a breach of the warranty contained in Clause [10.5] if:
- 10.7.1 the Customer makes any use of Software in respect of which it has given written notice under Clause [10.6.1]; or
  - 10.7.2 the defect arises because the Customer failed to follow ISAAC's or manufacturer's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Software or (if there are none) good trade practice; or
  - 10.7.3 the Customer alters or repairs the relevant Software without the written consent of ISAAC.
- 10.8 ISAAC shall not in any circumstances be liable for any damage or defect to the Software caused by improper use of the Software or use outside its normal application.
- 10.9 The express warranties, undertakings and obligations of ISAAC stated in this Agreement are in lieu of all other conditions, warranties or other terms, whether express or implied, including, without limitation, any implied warranties or conditions as to quality or fitness for a particular purpose which are expressly excluded.
- 10.10 Without limiting the generality of Clause [10.8]:
- 10.10.1 ISAAC does not warrant that the Services or Software will be suitable for the Customer's requirements (whether made known to ISAAC or not), nor that the Services or Software will operate in the particular circumstances in which they are used by the Customer or an Affiliate and/or End User, nor that the provision of Services will be uninterrupted or free from error; and
  - 10.10.2 ISAAC does not warrant the results that may be obtained from the use of the Services and Software or the accuracy, reliability or content of any information services or merchandise contained in or provided through the Services and Software; and
  - 10.10.3 ISAAC excludes any warranty as to the quality, content or accuracy of any third-party software, third party services or information available or received through or as a result of the use of the Services (other than services or information owned and provided by ISAAC).



- 10.10.4 ISAAC does not warrant that any hardware, software, Equipment and/or the Services supplied by ISAAC will prevent the fraudulent intrusion or hacking and the Customer shall be responsible for putting in place adequate security measures to prevent the fraudulent use of the Equipment and/or the Services including without limitation hacking, toll fraud, rogue dialling or any other form of fraud that is likely to cause or causes the Customer harm.

## 11. INDEMNIFICATION

- 11.1 The Customer agrees to indemnify and hold ISAAC and its Subcontractors and their respective directors, officers, employees, contractors, agents and customers (each an “**Indemnified Party**”) harmless from and against any and all claims, demands, losses, damages, liabilities and expenses (including reasonable legal expenses) an Indemnified Party may suffer or incur as a result of:
- 11.2 any breach of any term of this Agreement by the Customer, any Affiliates and/or End User;
- 11.2.1 the negligence, fraud, wilful default or breach of statutory duty of the Customer, any Affiliate and/or End User;
  - 11.2.2 any misuse of the Services by the Customer, Affiliate, and/or any End User or any third party;
  - 11.2.3 the carrying out of any work required to be done in relation to the Services in accordance with the requirements or specifications of the Customer.

## 12. INTELLECTUAL PROPERTY

- 12.1 ISAAC acknowledges that all right, title and interest in any Intellectual Property Rights of the Customer is vested in the Customer and/or in the Customer’s licensors. The Customer acknowledges that all right, title and interest in any Intellectual Property Rights of ISAAC is vested in ISAAC and/or in ISAAC’s licensors.
- 12.2 Each Party hereby agrees not to infringe the Intellectual Property Rights of the other Party. Unless otherwise specifically provided in this Agreement, no Party hereto shall have any right, title, claims or interest in or to the Intellectual Property Rights of the other Party. Except to the minimum extent permitted under applicable law and except as expressly authorised under this Agreement, no Party may copy, modify or translate the Intellectual Property Rights of the other Party or related documentation, or decompile, disassemble or reverse engineer it, or use it other than in connection with the Services, or grant any other person or entity the right to do any of the foregoing. Unless otherwise specifically provided in this Agreement, no Party is authorised to distribute or to authorise others to distribute the Intellectual Property Rights of the other Party in any manner without the prior written consent of the other Party provided, however, that nothing in this sentence shall preclude (a) the Customer from using ISAAC’s Intellectual Property Rights to the extent incorporated into the Services and as strictly necessary for the Customer to utilise the full functionality of the Services purchased; or (b) ISAAC from providing caching to the Customer to the extent caching is part of the Services and subject to the Customer complying with any restrictions attached thereto.

## 13. INTELLECTUAL PROPERTY INDEMNITY

- 13.1 Both Parties warrant that they will not infringe the Intellectual Property Rights of any third party. The Party that is in infringement (“**Indemnifier**”) will indemnify the Party relying on this indemnity (“**Beneficiary**”) against all claims, demands, proceedings, costs, awards, fees, expenses, liabilities losses and/or damages of any nature suffered by the Beneficiary (“**IPR Claim**”) as a result of a breach by the Indemnifier of the warranty in this Clause [13.1] provided that the IPR Claim does not arise from an act or an omission by the Beneficiary. Liability under this indemnity is conditional on the Beneficiary discharging the following obligations:
- 13.1.1 as soon as reasonably practicable, give written notice of the IPR Claim to Indemnifier, specifying the nature of the IPR Claim in reasonable detail and grant the Indemnifier sole control of the defence to enable the Indemnifier to settle or litigate the IPR Claim;



- 13.1.2 not make any admission of liability, agreement or compromise in relation to the IPR Claim without the prior written consent of Indemnifier (such consent not to be unreasonably conditioned, withheld or delayed), provided that Beneficiary may settle the IPR Claim (after giving prior written notice of the terms of settlement (to the extent legally possible) to Indemnifier, but without obtaining Indemnifier's consent) if Beneficiary reasonably believes that failure to settle the IPR Claim would be prejudicial to it in any material respect;
  - 13.1.3 give Indemnifier and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of Beneficiary, so as to enable Indemnifier and its professional advisers to examine them and to take copies (at Indemnifier's expense) for the purpose of assessing the IPR Claim; and
  - 13.1.4 subject to Indemnifier providing security to Beneficiary to Beneficiary's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, take such action as Indemnifier may reasonably request to avoid, dispute, compromise or defend the IPR Claim.
- 13.2 Indemnifier's obligations under Clause [13.1] will be the full extent of Indemnifier's liability in relation to any IPR Claim or any other rights of a third party arising out of the use of the Equipment or Services.
- 13.3 In the case of ISAAC, in the event of an Intellectual Property Rights infringement ISAAC shall be entitled at its own expense and option either:
- 13.3.1 to procure the right for the Customer to continue using the Intellectual Property Rights which is in issue; or
  - 13.3.2 to replace or modify it to render it non-infringing provided that the replaced or modified Intellectual Property Rights is substantially equivalent in functionality; or
  - 13.3.3 if the use is prevented by permanent injunction, accept return of the infringing items and refund an amount equal to the sum paid by the Customer, subject to straight line depreciation over a five (5) year period.
- 13.4 ISAAC will have no liability under this Clause [13], for:
- 13.4.1 Any infringement arising from the combination of the Equipment with other products not supplied by ISAAC; or
  - 13.4.2 Any infringement arising from an act or omission of the Customer or its End Users; or
  - 13.4.3 The modification of the Equipment unless the modification was made or approved expressly by ISAAC.
- 13.5 In no circumstances, will ISAAC be liable for any costs or expenses incurred by the Customer without ISAAC's prior written authorisation and this Clause [13] states the entire remedy of the Customer in respect of any IPR Claim.

## 14. LIMITATION OF LIABILITY

- 14.1 Nothing in this Agreement will operate to exclude or restrict either Party's liability for:
- 14.1.1 for death or personal injury caused resulting from negligence;
  - 14.1.2 for fraud or fraudulent misrepresentation;
  - 14.1.3 in the case of ISAAC, breach of the obligations arising from Section 12 of the Sales of Goods Act 1979;
  - 14.1.4 in respect of the Customer, damage to or loss of the Equipment or ISAAC's Network arising out of a breach of this Agreement by the Customer, its Affiliates, and/or End Users;
  - 14.1.5 in respect of the Customer, liability to pay the Fees;

- 14.1.6 liability under Clause [13];
- 14.1.7 any other liability that cannot be limited or excluded under applicable law.
- 14.2 If ISAAC fails to provide the Services in accordance with the Service Levels, then Service Credits (where applicable) shall accrue in accordance with the Service Level Agreement. The Parties agree that the Service Credits are not a penalty and are less than the estimated adjustment to the Fees that would be necessary to reflect the reduced value of the Services rendered as opposed to that which was contracted for. The Customer acknowledges that the Service Credits are its sole right and remedy, and ISAAC's only obligation and liability in respect of, the performance and/or availability of the Service, or their non-performance and non-availability, including any failure to provide Services in accordance with the Service Level Agreement. ISAAC shall deduct any Service Credits due from the next invoice due under this Agreement.
- 14.3 Subject to Clause [14.1], in no circumstances will either Party (including employees, officers, and agents) be liable in contract, tort (including, without limitation, negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising out of or in relation to this Agreement, the Services or Equipment in respect of:
  - 14.3.1 any loss of profits; loss of business or revenue; loss of goodwill and/or similar losses; or loss, corruption or destruction of data or information; or pure economic loss; or loss of opportunity or anticipated savings; or
  - 14.3.2 any special, indirect or consequential loss costs, damages, charges or expenses of whatever nature however arising under this Agreement
- 14.4 The aggregate liability of ISAAC for direct damage to property caused solely either by defects in the Equipment or by the negligence of ISAAC's employees (acting within the course of their employment and the scope of their authority), is limited to one million pounds' sterling (£1,000,000) for any one event or series of connected events.
- 14.5 The aggregate liability of ISAAC in contract, tort (including, without limitation, negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising out of or in connection with the provision of the Services and Equipment under this Agreement is limited in aggregate to one hundred twenty-five percent (125%) of the Annual Fees received by ISAAC under this Agreement, during the twelve (12) months immediately preceding the date on which the claim first arose.
- 14.6 Where applicable law does not allow the exclusion or limitation of liability so that the above limitations or exclusions may not apply, in such cases, the breaching Party's liability in respect of the liability that had been purported to be limited or excluded shall be limited to the greatest extent permitted by applicable law.
- 14.7 Notwithstanding the foregoing, ISAAC will be under no liability in respect of:
  - 14.7.1 A Force Majeure Event; or
  - 14.7.2 any defect in the Services or Equipment arising from any drawing, design or specification supplied by the Customer or an Affiliate; or
  - 14.7.3 any defect in the Services or Equipment arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow ISAAC's or the manufacturer's instructions (whether oral or in writing), misuse or alteration or repair of the Services or Equipment without ISAAC's or the manufacturer's approval; or
  - 14.7.4 any parts, materials or equipment in respect of which the Customer, an Affiliate and/or End User is entitled to the benefit of any Manufacturers' Warranties; or
  - 14.7.5 any third-party software, third party services or information; or
  - 14.7.6 any problems resulting from any modifications or customisation of the Equipment or any software provided by ISAAC not authorised in writing by ISAAC; or

- 14.7.7 incorrect or unauthorised use of the Equipment or any software provided by ISAAC or operator error where these are defined as use or operation not in accordance with the corresponding operating manuals; or
- 14.7.8 content or use of any data transferred either to or from the Customer or an Affiliate and/or End User or stored by the Customer or an Affiliate or any End Users via the Services or Equipment; or
- 14.7.9 content of information stored or passing through the Network or the information available via the Internet or private networks or loss of any data (including as a result of the downloading of computer virus, illegal information or information accessed in breach of any third party's Intellectual Property Rights) by the Customer, Affiliates and/or End Users or transferred either to or from the Customer, Affiliates and/or End Users or via the Services.

## 15. TERMINATION

- 15.1 A Party may terminate a Service Order Form upon expiry of the Initial Term or upon expiry of any Renewal Term by giving at least ninety (90) days' prior written notice to the other Party.
- 15.2 If at any time there are no Service Order Forms in effect, a Party may terminate this Agreement upon ninety (90) days' prior written notice to the other Party.
- 15.3 If the Customer wishes to terminate (other than for material breach by ISAAC in accordance with Clause [15.5.1]) any Services or Equipment under a particular Service Order Form within the Implementation Period, the Customer shall pay to ISAAC all costs and expenses incurred by ISAAC and its Subcontractors in relation to such Services and Equipment to the date of termination (including but not limited to any amounts which ISAAC or its Subcontractors are contractually bound to pay to third parties after the date of termination).
- 15.4 If the Customer wishes to terminate (other than for material breach by ISAAC in accordance with Clause [15.5.1]) any of the Services or Equipment under a particular Service Order Form during the Initial Term or during any Renewal Term, or ISAAC terminates this Agreement in accordance with Clauses [15.5] and [15.7] the Customer shall pay the Fees for the remainder of the Initial Term or the Renewal Term in which the termination occurs (as applicable), plus any third party charges which ISAAC cannot reasonably mitigate. ISAAC shall in each case notify the Customer in writing of that amount and the date that the payment is due.
- 15.5 A Party may terminate this Agreement and/or the supply of any Services and Equipment under any particular Service Order Form, at any time on written notice to the other Party with immediate effect, in the event that:
  - 15.5.1 the other Party is in material breach of any of the terms of this Agreement (including breach of warranty but excluding a breach of any payment obligation to which Clause [15.7] shall apply) which is not remediable or, if remediable, which it has failed to remedy within thirty (30) days' written notice requiring it to do so;
  - 15.5.2 an order is made, a petition is filed, a notice is given or a resolution is passed, for or in connection with the winding up of the other Party (other than for the sole purpose of a bona fide scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party), or circumstances arise which entitles a court of competent jurisdiction to make a winding-up order in relation to the other Party; or
  - 15.5.3 an order is made, for the appointment of an administrator to manage the affairs, business and property of the other Party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other Party, or notice of intention to appoint an administrator is given by the other party or its directors or the holder of a qualifying floating charge over the assets of that other Party has become entitled to appoint or has appointed an administrative receiver (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986);

- 15.5.4 a receiver is appointed of any of the other Party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other Party, or if any other person takes possession of or sells the other Party's assets;
  - 15.5.5 the other Party makes any arrangement, composition or commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way (other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party);
  - 15.5.6 the other ceases, or threatens to cease, to trade;
  - 15.5.7 the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
  - 15.5.8 the other takes or suffers any similar or analogous action in any jurisdiction in consequence of debt;
  - 15.5.9 the other Party does not hold the necessary licences or authorisations required by law to provide or use the Services or Equipment, as the case may be; or
  - 15.5.10 a material negative score is advised by ISAAC's credit verification agencies.
- 15.6 On termination of this Agreement for any reason:
- 15.6.1 all licences and other permissions granted under this Agreement shall immediately terminate;
  - 15.6.2 the Customer will (and will procure that each Affiliate and/or End User will) immediately:
    - 15.6.2.1 cease all use of, Equipment the Services, Equipment, and Confidential Information of ISAAC and its Subcontractors;
    - 15.6.2.2 pay for all Fees due but unpaid for the Services, and for all costs and expenses from commitments reasonably and necessarily incurred by us for the performance of the Services; and
    - 15.6.2.3 return the Equipment or, at ISAAC's discretion, permit ISAAC to come onto the Customer's premises at any time in order to remove all ISAAC Equipment (or Equipment that has not been paid for) (at the Customer's cost except in the case of termination by the Customer for material breach of ISAAC in accordance with Clause[15.5.1].
  - 15.6.3 each Party shall return any documents, materials or other information (and all copies of such) in its possession or control which contain or record any of the other Party's Confidential Information (including but not limited to any software and related documentation) as directed by the other Party, or (at the other Party's option and request) destroy such documents, materials or other information (and copies thereto), and if recorded or stored electronically, permanently erasing from any electronic media on which it is stored).
- 15.7 ISAAC may terminate this Agreement, and/or the supply of any Services and Equipment under Service Order Form, at any time on written notice to the Customer with immediate effect in the event that the Customer fails to pay when due any of the Fees or any other payments under this Agreement.
- 15.8 For the avoidance of doubt, termination of this Agreement for material breach by a Party shall automatically terminate the supply of Services and Equipment under any Service Order Forms outstanding at the date of termination.
- 15.9 Without prejudice to Clauses [15.5] and [15.7], ISAAC may, in its sole discretion, suspend with immediate effect all or any part of the provision of Services and Equipment under any Service Order Form in the event that:

- 15.9.1 the Customer is in material breach of this Agreement, including but not limited to any failure to pay any Fees when due;
  - 15.9.2 ISAAC may shut down or restrict access to the whole or any part of the Network, the Equipment or the Services where necessary for routine repair or maintenance work. The Customer acknowledges and understands that ISAAC may have to shut down or restrict access to the whole or any part of its Network, the Equipment or the Services for this purpose. ISAAC shall use its reasonable endeavours to give as much notice as reasonably possible and shall endeavour to carry out such works at times agreed with the Customer;
  - 15.9.3 ISAAC needs to carry out any emergency maintenance or repairs to any part of the Equipment or any networks or other infrastructure used to provide the Services or as needed to prevent overload of the Service, or to preserve the safety, security or integrity of the Services or any traffic conveyed over the Network (in which case ISAAC will use its reasonable endeavours to give as much notice of the suspension as is reasonably possible);
  - 15.9.4 ISAAC is required to do so in compliance with any applicable law, regulation, order, licence, instruction or request of Government or any regulatory body, administrative authority, or emergency service; or
  - 15.9.5 the suspension or termination by a third party of its services materially adversely affects the ability of ISAAC to provide the Services and Equipment.
  - 15.9.6 if ISAAC consider it reasonably necessary to protect its or the Customer's interests, or the interests of any third party and/or to protect the security or operation of ISAAC's systems or Network or those of ISAAC's customers.
- 15.10 In the event of a suspension pursuant to Clauses [15.9.2] or [15.9.4], the Fees for the Services and Equipment being suspended shall be temporarily suspended for the duration of the suspension of the Services and Equipment. For the avoidance of doubt, the Fees shall not be suspended in the event of a suspension under Clause [15.9.1].
- 15.11 In the event of suspension or disconnection pursuant to Clause [15.9.1] for non-payment, ISAAC may place restrictions on credit available to the Customer and, as ISAAC deems necessary, may require the Customer to post a letter of credit, deposit or such other security in order for the Customer to resume receiving the Services. Failure to satisfy ISAAC's request for such action within timelines set by ISAAC may result in immediate termination of this Agreement by ISAAC without further notice and without ISAAC incurring liability for such termination.
- 15.12 Except to the extent required by applicable law, ISAAC shall not be liable for any loss or damage caused by its suspension or disconnection of any and all Services and Equipment in accordance with Clause [15.9].
- 15.13 Following suspension pursuant to Clause [15.9.1], ISAAC will be under no obligation to restore the Services, but if it does restore the Services it will be entitled to charge the Customer a reasonable reconnection fee. In the event of suspension pursuant to Clauses [15.9.2] and [15.9.3], ISAAC shall restore the Services as soon as it is reasonably able to do so. For the avoidance of doubt, there shall be no reconnection fee payable by the Customer in such circumstances.
- 15.14 ISAAC may terminate this Agreement and/or the applicable Service Order Form with immediate effect if provision of the Services or Equipment is suspended pursuant to Clause [15.9.1] or [15.9.4] for a period exceeding fourteen (14) days.
- 15.15 ISAAC will not be liable to return any Fees paid in advance, or portion thereof, to the Customer in the event of termination of this Agreement for whatever reason.
- 15.16 Termination will be without prejudice to the accrued rights and liabilities of the Parties.
- 15.17 Provisions of this Agreement which are either expressed to survive its expiry or termination, or which it is contemplated from their nature or context that they are to survive, will remain in full force and effect notwithstanding such expiry or termination of this Agreement.

## 16. CONFIDENTIALITY

### 16.1 The Receiving Party will:

- 16.1.1 not use Confidential Information of the Disclosing Party for a purpose other than the performance of its obligations under this Agreement; and
- 16.1.2 not disclose Confidential Information of the Disclosing Party to a person except with the prior written consent of the Disclosing Party or in accordance with Clauses [16.2] and [16.3].

16.2 The Receiving Party may disclose Confidential Information to any of its directors, other officers, employees, professional advisors and contractors ("**Recipient**") solely to the extent that disclosure is strictly necessary for the purposes of this Agreement.

16.3 The Receiving Party will ensure that each Recipient is made aware of and complies with the Receiving Party's obligations of confidentiality under this Agreement as if the Recipient was a party to this Agreement and shall indemnify the Disclosing Party for all loss and damage incurred as a result of the Recipient's breach of confidentiality.

### 16.4 Clauses [16.1] and [16.2] do not apply to Confidential Information:

- 16.4.1 which is at the date of this Agreement, or at any time after that date becomes public knowledge other than by the Receiving Party's or a Recipient's breach of this Agreement;
- 16.4.2 which can be shown by the Receiving Party to the Disclosing Party's reasonable satisfaction to have been known by the Receiving Party before disclosure by the Disclosing Party to the Receiving Party; or
- 16.4.3 the disclosure of which is required by law or regulation, order of court or the rules of any stock exchange provided that the Receiving Party has taken all reasonable steps to minimise such disclosure and (a) gives the Disclosing Party written notice of any application for any such order or such order as soon as practicable; (b) provides the Disclosing Party with a reasonable opportunity to make representations to the relevant court, authority or exchange to oppose the disclosure; and (c) co-operates with the Disclosing Party in order to oppose such disclosure or (where disclosure cannot be prevented) in order to secure the maximum possible continuing protection for the Confidential Information so disclosed.

16.5 Obligations of confidentiality under this Clause [16] shall continue and survive, notwithstanding termination of this Agreement.

## 17. DATA PROTECTION

17.1 ISAAC acknowledges that the Customer is the Data Controller and places great emphasis on confidentiality, integrity and availability of information and Personal Data. The Customer alone shall determine the purposes for which and the manner in which Personal Data are or are to be Processed.

17.2 Neither Party shall do any act that puts the other Party in breach of its obligations set out in this Clause [17.2] and nothing in this Agreement shall be deemed to prevent any Party from taking the steps it deems necessary to comply with the Data Protection Act 1998, General Data Protection Regulation 2018, or other relevant data protection legislation or regulatory provisions.

17.3 ISAAC shall:



- 17.3.1 at all times comply with obligations equivalent to the obligations of a Data Controller under the provisions of the Seventh Data Protection Principle in the Data Protection Act 1998 and/or the General Data Protection Regulation and shall take appropriate technical and organisational measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data. When considering what measure is appropriate, ISAAC shall have regard to Good Industry Practice, technical development and the cost of implementing any measures to ensure a level of security appropriate to the harm that might result from such unauthorised or unlawful processing or accidental loss or destruction, and to the nature of the data to be protected;
- 17.3.2 at all times Process the Personal Data solely in accordance with Customer's written instructions from time to time;
- 17.3.3 ensure the reliability of its Personnel by vetting staff appropriately who have access to the Personal Data;
- 17.3.4 not transfer the Personal Data outside the European Economic Area without the Customer's prior written consent;
- 17.3.5 as soon as reasonably practicable inform the Customer of any breach of this Clause [17];
- 17.4 Each Party shall notify the other immediately if they become aware of any actual, threatened or potential breach of security of the Personal Data. ISAAC shall, if a breach of security occurs, immediately take all reasonable steps necessary to:
  - 17.4.1 remedy such breach or protect the Personal Data against any breach or threat; and
  - 17.4.2 prevent an equivalent breach in the future.
  - 17.4.3 within 72 hours, notify the ICO in accordance with the General Data Protection regulation 2018
- 17.5 Such steps shall include any action or changes reasonably required by the Customer. If such action is taken in response to a breach that is determined by the Customer acting reasonably not to be covered by the obligations of ISAAC under this Agreement, then the Customer may request a change.
- 17.6 As soon as reasonably practicable ISAAC shall provide to the Customer full details (using such reporting mechanisms as may be specified by the Customer from time to time) of any actual, potential or threatened breach and the steps taken by ISAAC in respect of such breach.
- 17.7 Where Personal Data is received by ISAAC from the Customer under or in connection with this Agreement, the Customer warrants and undertakes that such Personal Data has been collected, processed and transferred in accordance with applicable data protection laws and that the Customer has provided all notices and obtained all consents required by applicable law to enable the legal transfer of such Personal Data to and Processing by ISAAC and its Subcontractors for the purposes of enabling ISAAC to perform its obligations under this Agreement (including but not limited to the transfer of such Personal Data outside the European Economic Area). The Customer will fully indemnify ISAAC in respect of any loss, damages, liability, costs and expenses suffered by ISAAC and its Subcontractors arising from any breach of this Clause [17.7] by the Customer.

## 18. INTEGRITY OF DATA

- 18.1 The Parties agree that the Customer is the best judge of the value and the importance of the data held on the Customer's computer system, and the Customer will be solely responsible for:
  - 18.1.1 (except as stated otherwise in the Service Order Form) instituting and operating all necessary back-up procedures, for its own benefit, to ensure that data integrity can be maintained in the event of loss or corruption of data for any reason;
  - 18.1.2 taking out any insurance policy or other financial cover for loss or damage which may arise from loss of data for any reason.



18.2 ISAAC disclaims any liability arising from loss or corruption of data from the Customer's computer system for any reason and the Customer agrees to indemnify ISAAC against any third-party claims which arise from loss or corruption of data for any reason.

18.3 The provisions of this Clause [18] shall apply during the continuance of this Agreement and indefinitely after its expiry or termination.

## 19. INSURANCE

22.1 The Parties shall maintain in effect during the continuance of this Agreement:

- 22.1.1 adequate public liability insurance cover with a reputable insurance company to a minimum indemnity limit of one million pounds' sterling (£1,000,000);
- 22.1.2 adequate professional indemnity insurance cover with a reputable insurance company to a minimum indemnity limit of no less than one million pounds' sterling (£1,000,000); and
- 22.1.3 adequate employers' liability indemnity insurance cover with a reputable insurance company to a minimum indemnity limit of no less than five million pounds' sterling (£5,000,000).

22.2 The Parties hereby agree that they will not do or omit to do anything to substantially vitiate the above insurance cover.

22.3 Within fourteen (14) days of any request by the other Party, (such request not to be made more than once every twelve (12) months) the other Party shall provide a letter signed by an officer confirming that the insurance covers referred to in Clause [22.1] above are in place.

## 20. NON-SOLICITATION

20.1 The Customer undertakes during the term of this Agreement and for three (3) months after its termination or expiry not to induce or entice away (whether directly or indirectly) any person who during the previous twelve (12) months has been employed or engaged by ISAAC or its Subcontractors to perform the Services. For the avoidance of doubt, any general recruitment advertisement placed by or on behalf of the Customer shall not be a breach of the Customer's obligations under this Clause [20.1].

20.2 In the event that the Customer breaches Clause [20.1], it will pay ISAAC by way of liquidated damages one hundred per cent (100%) of the first year's salary of such person within thirty (30) days of that person's commencement of employment with the Customer.

## 21. ANTI-BRIBERY

21.1 Each Party shall:

- 21.1.1 comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Legislation ("**Relevant Requirements**");
- 21.1.2 not engage in any activity, practice or conduct which would constitute an offence under relevant sections of such applicable Bribery Legislation; and
- 21.1.3 have and shall maintain in place throughout the term of this agreement their own policies and procedures, to seek to ensure compliance with the Relevant Requirements.

21.2 Breach of this Clause [21] shall be deemed a material breach under Clause [15.5.1].

## 22. FORCE MAJEURE

22.1 If a Party is prevented, hindered or delayed from or in performing any of its obligations under this Agreement (other than a payment obligation) by a Force Majeure Event, that Party's obligations under this Agreement are suspended while the Force Majeure Event continues to the extent that it is prevented, hindered or delayed.

22.2 The Affected Party shall promptly notify the other in writing when Force Majeure Event occurs and shall make all reasonable efforts to mitigate the effects of the Force Majeure Event on the performance of its obligations under this Agreement.

22.3 If the Force Majeure Event continues for more than two (2) months, either Party may terminate this Agreement by giving no less than fourteen (14) days' written notice to the other Party and the Affected Party shall have no liability under, or be deemed to be in breach of, this Agreement.

## 23. DISPUTE RESOLUTION

23.1 Save as otherwise provided in this Agreement, any dispute arising out of or in connection with this Agreement or the performance validity or enforceability of it ("**Dispute**"), shall follow the procedure set out in this Clause [23] as follows:

23.1.1 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 nominated representatives of each of the Parties ("**Nominated Representative(s)**") shall in good faith attempt a resolution of the Dispute

23.1.2 If Nominated Representatives are for any reason unable to resolve the Dispute within fourteen (14) days of the Dispute Notice, of the Dispute shall be escalated to the Managing Directors of each Party who shall in good faith attempt to resolve the Dispute.

23.1.3 If the Managing Directors of the Parties are for any reason unable to resolve the Dispute within fourteen (14) days of it being referred to them, the Parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a Party must serve notice in writing ("**ADR Notice**") to the other party to the Dispute requesting mediation within three (3) days following failure to resolve the Dispute by the Managing Directors. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than seven (7) days after the date of the ADR Notice

23.2 No Party may commence any court proceedings under Clause [40] in relation to the whole or part of the Dispute until ten (10) days after service of the ADR Notice, provided that the right to issue proceedings is not prejudiced by a delay.

23.3 Notwithstanding Clause [23.2] above, a Party is in any event entitled to apply for injunctive relief in the case of breach or threatened breach of confidentiality or infringement or threatened infringement of its Intellectual Property Rights or those of a third party.

23.4 During the progress of the dispute resolution procedure, if the Customer has an obligation to make payment to ISAAC, the sum relating to the matter in dispute will be paid into an interest-bearing deposit account to be held in the names of the Parties at a clearing bank and such payment-in will, for the time being, be a good discharge of the Customer's payment obligations under this Agreement. Following final determination of the Dispute, the principal sum and interest held in such account will be paid in accordance with such determination. The interest from the account will discharge the liability of the Customer to pay interest to ISAAC in respect of the period when the money was in the account.

23.5 If the Parties fail to resolve a Dispute within seven (7) days after service of the ADR Notice, or either Party fails to participate or to continue to participate in the mediation before the expiration of the said period of days in Clauses [23.1.1 to 23.1.3], or the mediation terminates before the expiration of the said period of days in Clauses [23.1.1 to 23.1.3], the Parties shall irrevocably submit to the exclusive jurisdiction set out in Clause [40] for the purposes of hearing and deciding any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with this Agreement (including any non-contractual obligations arising in relation to it) (respectively, "**Proceedings**" and "**Disputes**").

## 24. VARIATION

Except as set out otherwise in this Agreement, any variation, including the introduction of any additional terms and conditions, to this Agreement, shall only be binding when agreed in writing and signed by duly authorised representatives of both Parties.

## 25. ASSIGNMENT

- 25.1 Except in the case of an Associated Company and subject to Clause [25.2] in the case of the Customer's Associated Company, no Party may assign or transfer this Agreement without the prior written consent of the other Party, which consent will not be unreasonably withheld or delayed, however ISAAC shall be entitled to Subcontract the provision of the Services and Equipment to a third party provider and assign this Agreement (whether in whole or in part) to its Associated Company without requiring the Customer's consent.
- 25.2 The Customer shall be entitled to assign or transfer this Agreement to its Associated Company without requiring ISAAC's consent provided that the creditworthiness of the assignee is not lower than that of the assignor. Notwithstanding the foregoing, if the Customer assigns or transfers rights and/or obligations under this Agreement (whether in whole or in part) to an Associated Company of the Customer and such Associated Company ceases to be part of the Customer group, the Customer ("**Novating Party**") shall procure that such Associated Company will enter into a novation agreement (in a form to be reasonably determined by ISAAC) with the Novating Party and ISAAC, which provides for such Associated Company to assume the relevant rights and obligations of the Novating Party (including accrued rights and obligations) under this Agreement and the Novating Party to cease to be a party to this Agreement (to the extent that it relates to such rights and obligations), but makes no other substantial provision.
- 25.3 This Agreement shall be binding upon and inure to the benefit of the Customer, ISAAC and the Parties' respective successors, heirs, beneficiaries, personal representatives and permitted assigns and references thereto to any Party shall include that Party's respective successors, heirs, beneficiaries, personal representatives and permitted assigns.

## 26. THIRD PARTY RIGHTS

A person who is not a Party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999, to enforce any terms of this Agreement.

## 27. WAIVER

No failure or delay by either Party in exercising any right, remedy, power or privilege under this Agreement or by law or in equity shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, remedy, power or privilege preclude any further exercise of the same or of the exercise of any other right, remedy, power or privilege. The waiver by any Party of the time for performance of any act or condition hereunder shall not constitute a waiver of the act or condition itself.

## 28. CUMULATIVE REMEDIES

Except to the extent expressly provided in this Agreement to the contrary, the rights and remedies provided in this Agreement are cumulative and are in addition to and not in substitution for any other exclusive of any rights and remedies provided in this Agreement, or by law or in equity or otherwise.

## 29. NO AGENCY OR PARTNERSHIP

Nothing in this Agreement shall constitute or imply a partnership, joint venture, an employer/employee relationship, agency, fiduciary relationship or other relationship. Each Party confirms it is acting on its own behalf and not for the benefit of any other person. ISAAC shall be an independent contractor pursuant to this Agreement. Neither Party hereto shall have, nor represent that it has, any express or implied right or any authority to assume or create any commitments on behalf of or in the name of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.

## 30. FURTHER ASSURANCE

Each of the Parties hereto (at its own cost) shall and shall cause their respective Affiliates and/or End User to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably necessary and/or required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

## 31. SEVERANCE

If any provision (including any part of any provision) of this Agreement is held by a court of competent jurisdiction to be unlawful, invalid, void or unenforceable, the provision (or any part of such provision) shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of any other term or provision or this Agreement nor invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

## 32. ANNOUNCEMENTS

- 32.1 Subject to Clause [32.2], neither 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 Party (such consent not to be unreasonably withheld or delayed). The Parties shall consult together on the timing, contents and manner of release of any announcement.
- 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 Party. The Party making the announcement shall make all reasonable attempts to agree the contents of the announcement with the other Party before making it.

## 33. NOTICES

- 33.1 Any notice or other communication required to be given by either Party to the other under or in connection with this Agreement shall be in writing and shall be deemed validly given if:
- 33.1.1 delivered by hand or by pre-paid first-class mail or other next Business Day delivery service or by airmail (if sent overseas) at its registered office (if a company) or its principal place of business (in any other case); or
  - 33.1.2 by facsimile to its main facsimile number or such facsimile number as may be notified from time to time; or
  - 33.1.3 written on a company letterhead, scanned and sent via electronic mail, together with a hardcopy of such notice sent in accordance with Clauses [33.1.1] or [33.1.2];
- 33.2 Any notice or communication shall be deemed to have been received:
- 33.2.1 if delivered by hand, on signature of a delivery receipt or at the times the notice is left at the proper address;
  - 33.2.2 if sent by pre-paid first-class post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting (or 7 Business Days if sent by airmail) or at the time recorded by the delivery service;
  - 33.2.3 if sent by facsimile, at 9.00 am on the next Business Day after transmission; or
  - 33.2.4 if sent via electronic-mail, on receipt of the hardcopy notice in accordance with one of the aforementioned methods in Clauses [33.1.1], [33.1.2], or [33.1.3].
- 33.3 This Clause [33.3] does not apply to the service of any notices in accordance with Clause [233] and any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## 34. SET-OFF

All amounts due under this Agreement shall be paid by the Customer to ISAAC in full without any deduction or withholding (other than any deduction or withholding of tax as required by law), and the Customer shall not be entitled to claim set-off or to counterclaim against ISAAC in relation to the payment of the whole or part of any such amount.

### 35. LEGAL COSTS

Each Party shall bear its own legal costs and other costs and expenses arising in connection with the drafting, negotiation, execution and registration (if applicable) of this Agreement.

### 36. COUNTERPARTS

36.1 This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Either Party to this Agreement may enter into it by signing any such counterpart.

36.2 Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by (a) facsimile or (b) electronic-mail (in PDF, JPEG or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means or any other agreed format) or (c) an electronic signature service shall take effect as delivery of an executed counterpart of this Agreement. If either method of delivery is adopted, without prejudice to the validity of the Agreement thus made, each Party shall provide the other with the original of such counterpart as soon as reasonably possible thereafter. Signatures of the Parties transmitted by Electronic-Signatures (whether digital or encrypted) shall be deemed to have the same force and effect as manual or original signatures.

### 37. LANGUAGE

37.1 This Agreement is drafted in the English language. If this Agreement is translated into any other language, the English language text shall prevail.

37.2 Any notice given under or in connection with this Agreement shall be in the English language. All other documents provided under or in connection with this Agreement shall be in the English language, or accompanied by a certified English translation. If such document is translated into any other language, the English language text shall prevail unless the document is a constitutional, statutory or other official document.

### 38. ACCEPTANCE

Acceptance of this Agreement by ISAAC may be subject, in ISAAC's absolute discretion, to satisfactory completion of a credit check and continued credit worthiness of the Customer. Use of the Services constitutes acceptance of this Agreement. Each Party represents and warrants that it and the person(s) signing on its behalf have full authority and right to enter into this Agreement and into the Service Order Form(s) governed by this Agreement.

### 39. ENTIRE AGREEMENT

This Agreement and its schedules constitutes the entire agreement and understanding between the Parties with respect to its subject matter and supersedes any prior agreement, understanding or arrangement between the Parties whether oral or in writing (including, but not limited to, any terms and conditions set out in any purchase order or other documentation issued by the Customer). No representation, undertaking or promise will be taken to have been given or to be implied from anything said or written in communications between the Parties prior to the date that this Agreement was executed except as set out in this Agreement. Nothing in this Clause [39] shall operate to limit or exclude any liability for fraudulent misrepresentation.

### 40. GOVERNING LAW AND JURISDICTION

This Agreement (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Agreement or its formation including any non-contractual obligations arising in relation to it) shall be governed by and construed in accordance with the laws of England and Wales. The Parties agree that the English Courts shall have exclusive jurisdiction to hear and settle any action, suit, Proceedings or Disputes in connection with this Agreement and irrevocably submit to the jurisdiction of such court provided that nothing in this Clause [40] shall prevent a Party from seeking injunctive relief in respect of protection of its Intellectual Property Rights pursuant to this Agreement in courts other than the English courts.

Signed duly authorised for and on behalf of **[Customer Name]**

Signature:

Name:

Position:

Date:

Signed for and on behalf of **ISAAC Intelligence Limited**

Signature:

Name:

Position:

Date: