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Standard Pricing Terms & Conditions

Prepared for:

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Terms & Conditions

Background

- (A) Tazio has developed an assessment software application and platform which it makes available to customers via the internet.
- (B) The Customer wishes to use Tazio's service in its business operations.
- (C) Tazio has agreed to provide and the Customer has agreed to take and pay for Tazio's service subject to the terms and conditions of this agreement. By using Tazio's services, the Customer shall be deemed to have accepted the terms and conditions of this agreement.

Agreed terms

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Annual Fee: the annual fee for the Services as set out in the Pricing Proposal.

Additional Fees: the fees payable for setting up the service, user training or bespoke development as set out in the Pricing Proposal.

Authorised Users: those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services and the Documentation.

Back-Up Policy: as specified in clause 5.2.

Business Day: any day which is not a Saturday, Sunday or public holiday in the UK.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 11.5.

Customer Data: the data, videos, images, documents and any other materials inputted by the Customer, Authorised Users, or Tazio on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.

Documentation: the documentation made available to the Customer by Tazio online via www.tazio.co.uk or such other web address notified by Tazio to the Customer from time to time which sets out a description of the Services and the user instructions for the Services.

Effective Date: the date of this agreement.

Initial Term: the initial term shall be twelve (12) months.

Normal Business Hours: 9.00 am to 5.00 pm local UK time, each Business Day.

Privacy and Security Policy: as specified in clause 5.3.

Renewal Period: the period described in clause 14.1.

Responses: an assessment, test, interview, questionnaire or survey completed by a candidate, employee any other end user permitted by the Customer.

Response Allowance: the number of Responses included in the Annual Fee as set out in the Pricing Proposal.

Services: the digital assessment application and platform together with related Products provided by Tazio to the Customer under this agreement via www.tazio24.com or any other website notified to the Customer by Tazio from time to time, including but not limited to the recording and storage of Responses as more particularly described in the Documentation.

Software: the online software applications provided by Tazio as part of the Services.

Term: has the meaning given in clause 14.1 (being the Initial Term together with any subsequent Renewal Periods).

Virus: any thing or device (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program

or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

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

1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.

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

1.5 Words in the singular shall include the plural and vice versa.

1.6 A reference to one gender shall include a reference to the other genders.

1.7 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.8 A reference to writing or written includes faxes but not e-mail.

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

2. Responses

2.1 The Customer shall pay the Annual Fee as per schedule for the Services which shall include a Response Allowance. The Customer may purchase Additional Responses during the term in accordance with clause 3.

2.2 Subject to due payment of the Annual Fee as per schedule and any Additional Fees, the restrictions set out in this clause 2 and the other terms and conditions of this agreement, Tazio hereby grants to the Customer a non-exclusive, non-transferable right to permit the Authorised Users to use the Services and the Documentation during the Term solely for the Customer's internal business operations.

2.3 The Customer shall not, and the Customer procures that the Authorised Users shall not, access, store, realize, distribute or transmit any Viruses, or any material during the course of its use of the Services that:

(a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

(b) facilitates illegal activity;

(c) depicts sexually explicit images;

(d) promotes unlawful violence;

(e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

(f) in a manner that is otherwise illegal or causes damage or injury to any person or property,

and Tazio reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

2.4 The Customer shall not, and the Customer procures that the Authorised Users shall not,:

(a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:

(i) and except to the extent expressly permitted under this agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or

(ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software;

(b) use the Services and/or Documentation to provide services to third parties;

(c) subject to clause 20.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users; or

(d) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation other than provided under this agreement.

2.5 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify Tazio.

2.6 The rights provided under this clause 2 are granted to the Customer only, and shall not be considered granted to any associated company, subsidiary or holding company of the Customer.

3. Additional Responses

3.1 If at any time during the Term, the Customer exceeds ninety per cent (90%) of the Response Allowance purchased under this agreement, Tazio shall use its reasonable endeavours to notify the Customer that it is reaching its Response Allowance. If the Customer exceeds one hundred per cent (100%) of the Response Allowance, Tazio shall automatically invoice the client for the Additional Responses unless the Customer notifies Tazio in writing in advance that it:

(a) shall purchase more Additional Responses; or

(b) shall not purchase any Additional Responses, in which case Tazio shall continue to permit the Customer access to the Services for the remainder of the Initial Term or Renewal Term (as the case may be) but shall suspend the Customer's ability to receive out any further Responses via the Services unless and until the Customer purchases Additional Responses in accordance with clause 3.2.

3.2 Subject to clause 3.3 and notwithstanding clause 3.1, the Customer may, from time to time during the Term, purchase Additional Responses.

3.3 If the Customer wishes to purchase Additional Responses during the Term, the Customer shall notify Tazio in writing the number of Additional Responses it wishes to purchase in accordance with paragraph 2 of Schedule 1 and Tazio shall immediately raise an invoice for the corresponding Additional Fees.

4. Services

4.1 Tazio shall, during the Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of this agreement.

4.2 Tazio shall use commercially reasonable endeavours to make the Services available twenty four (24) hours a day, seven (7) days a week, except for:

(a) planned maintenance carried out during the maintenance window of 10.00 pm to 2.00 am UK time; and

(b) unscheduled maintenance performed outside Normal Business Hours, provided that Tazio has used reasonable endeavours to give the Customer at least six (6) Normal Business Hours' notice in advance. Tazio shall use reasonable endeavours to supply an estimate for the period of any unscheduled maintenance.

5. Customer data

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

5.2 Tazio shall follow its archiving procedures for Customer Data as set out in its Back-Up Policy available at www.tazio.co.uk or such other website address as may be notified to the Customer from time to time, as such document may be amended by Tazio in its sole discretion from time to time. In the event of any loss or damage to Customer Data, Tazio shall use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Tazio in accordance with the archiving procedure described in its Back-Up Policy.

5.3 Tazio shall, in providing the Services, comply with its Privacy and Security Policy relating to the privacy and security of the Customer Data available at www.tazio.co.uk or such other website address as may be notified to the Customer from time to time, as such document may be amended from time to time by Tazio in its sole discretion.

5.4 If Tazio processes any personal data on the Customer's behalf when performing its obligations under this agreement, the parties record their intention that the Customer shall be the data controller and Tazio shall be a data processor and in any such case:

(a) Tazio acknowledges and agrees that the personal data may only be transferred or stored outside the EEA or the country where the Customer and the Authorised Users are located in order to carry out the Services and Tazio's other obligations under this agreement with the Customer's written agreement;

(b) the Customer shall ensure that the Customer is entitled to transfer the relevant personal data to Tazio so that Tazio may lawfully use, process and transfer the personal data in accordance with this agreement on the Customer's

behalf;

(c) the Customer shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;

(d) Tazio shall process the personal data only in accordance with the terms of this agreement and any lawful instructions reasonably given by the Customer from time to time; and

(e) each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

6. Third party providers

The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase services from, third parties via third-party websites and that it does so solely at its own risk. Tazio makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not Tazio. Tazio recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. Tazio does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

7. Tazio's obligations

7.1 Tazio undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.

7.2 The undertaking at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Tazio's instructions, or modification or alteration of the Services by any party other than Tazio or Tazio's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Tazio will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or where possible and commercially reasonable provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 7.1. Notwithstanding the foregoing, Tazio:

(a) does not warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and

(b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

7.3 This agreement shall not prevent Tazio from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this agreement.

7.4 Tazio warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.

8. Customer's obligations

8.1 The Customer shall:

(a) provide Tazio with:

(i) all necessary co-operation reasonably required by Tazio in relation to this agreement; and

(ii) all necessary access to such information as may be reasonably required by Tazio;

in order to provide the Services, including but not limited to Customer Data, security access information and

configuration services;

(b) comply with all applicable laws and regulations with respect to its activities under this agreement;

(c) carry out all other Customer responsibilities set out in this agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, Tazio may adjust any agreed timetable or delivery schedule as reasonably necessary;

(d) ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this agreement and shall be responsible for and shall indemnify Tazio for any liability, costs, expenses and damages arising from any Authorised User's breach of this agreement;

(e) obtain and shall maintain all necessary licences, consents, and permissions necessary for Tazio, its contractors and agents to perform their obligations under this agreement, including without limitation the Services;

(f) ensure that its network and systems comply with the relevant specifications provided by Tazio from time to time; and

(g) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Tazio's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

9. Charges and payment

9.1 The Customer shall pay the Annual Fee as per schedule and any Additional Fees to Tazio in accordance with clause 3, this clause 9 and Schedule 1.

9.2 Tazio may invoice the Customer on or not more than thirty (30) days prior to the Effective Date for the Annual Fee as per schedule in respect of the Initial Term and, subject to clause 14.1, not more than thirty (30) days prior to each anniversary of the Effective Date for the Annual Fee payable in respect of the next Renewal Period and the Customer shall pay the Annual Fee for the Initial Term or the Renewal Period:

(a) within thirty (30) days after the date of such invoice; or

(b) where agreed by Tazio in advance, by way of equal monthly instalments during the Initial Term or the Renewal Period (as the case may be) by standing order mandate in favour of Tazio or such other method of payment as agreed by Tazio, including but not limited to payment on receipt of monthly invoice.

9.3 Tazio may invoice the Customer for the Additional Fees in accordance with clause 3 and the Customer shall pay the Additional Fees within thirty (30) days after the date of such invoice.

9.4 If Tazio has not received payment within fourteen (14) days after the due date, and without prejudice to any other rights and remedies of Tazio:

(a) Tazio may, without liability to the Customer, immediately and without notice disable the Customer's password, account and access to all or part of the Services and Tazio shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

(b) interest shall accrue on such due amounts at an annual rate equal to four per cent (4%) over the then current base lending rate of the Bank of England at the date the relevant invoice was issued, commencing on the due date and continuing until fully paid, whether before or after judgment.

9.5 All amounts and fees stated or referred to in this agreement:

(a) shall be payable in pounds sterling;

(b) are, subject to clause 13.4(b), non-cancellable and non-refundable; and

(c) are net of tax. The Customer shall, in addition, pay to Tazio the amount of any tax, duty or assessment, including any applicable VAT, which Tazio is obliged to pay and/or collect from the Customer in respect of any supply under this agreement (other than tax on Tazio's income).

9.6 Tazio shall be entitled to increase the Annual Fees and the Additional Fees at the start of each Renewal Period upon ninety (90) days' prior notice to the Customer and Schedule 1 shall be deemed to have been amended accordingly.

10. Intellectual property rights

10.1 The Customer acknowledges and agrees that Tazio and/or its licensors own all Intellectual Property Rights in the Software, the Services and the Documentation. Except as expressly stated herein, this agreement does not grant the Customer any Intellectual Property Rights to, or in, or any other rights or licences in the Software, the Services or the Documentation.

10.2 Tazio confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.

10.3 Tazio hereby grants to the Customer a revocable, royalty free, non-exclusive, non-transferable licence for the Term of this agreement to take copies of the Documentation in order to understand, monitor and receive the Services or that is incidental to the exercise of the rights granted to the Customer under this agreement.

10.4 The Customer hereby grants to Tazio an irrevocable, royalty free, non-exclusive, non-transferable, worldwide right and licence for the Term of this agreement and for a period of six (6) months after termination of this agreement to use, copy, modify, adapt, duplicate, create derivative works from all or part of the Customer Data in any form or media or by any means for the purposes of supplying the Services in accordance with this agreement.

10.5 The Customer hereby grants to Tazio an irrevocable, perpetual, royalty-free, non-exclusive, non-transferable, worldwide right and licence to use the Customer Marks for the purposes of supplying the Services in accordance with this agreement and for marketing purposes.

10.6 The Customer warrants that it owns all Intellectual Property Rights in the Customer Data and Customer Marks and the exercise by Tazio of the rights and licences granted to Tazio under this agreement does not infringe the trade marks, copyright or any other Intellectual Property Right of any third party.

10.7 The Customer shall indemnify Tazio, its officers and agents from and against all claims, demands, actions (including any claim alleging infringement of third party rights), costs, expenses, liabilities and damages or losses (including all interest, penalties and, where reasonably incurred, legal and other professional costs and expenses) which Tazio suffers or incurs arising out of or in connection with any infringement of a third party's Intellectual Property Rights arising from Tazio's use of the Customer Data and/or the Customer Marks in accordance with this agreement.

11. Confidentiality

11.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. A party's Confidential Information shall not be deemed to include information that:

- (a) is or becomes publicly known other than through any act or omission of the receiving party;
- (b) was in the other party's lawful possession before the disclosure;
- (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
- (d) is independently developed by the receiving party, which independent development can be shown by written evidence; or
- (e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

11.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this agreement.

11.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.

11.4 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

11.5 The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute Tazio's Confidential Information.

11.6 Tazio acknowledges that the Customer Data is the Confidential Information of the Customer.

11.7 This clause 11 shall survive termination of this agreement, however arising.

12. Indemnity

12.1 Tazio shall defend the Customer, its officers, directors and employees against any claim that the Services or Documentation infringes any third party patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

- (a) Tazio is given prompt notice of any such claim;
- (b) the Customer provides reasonable co-operation to Tazio in the defence and settlement of such claim, at the Tazio's expense; and
- (c) Tazio is given sole authority to defend or settle the claim.

12.2 In the defence or settlement of any claim, Tazio may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on two (2) Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

12.3 In no event shall Tazio, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by Tazio.

13. Limitation of liability

13.1 This clause 13 sets out the entire financial liability of the parties (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer:

- (a) arising under or in connection with this agreement;
- (b) in respect of any use made by the Customer of the Services and Documentation or any part of them; and
- (c) in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.

13.2 Except as expressly and specifically provided in this agreement:

- (a) the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use. Tazio shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Tazio by the Customer in connection with the Services, or any actions taken by Tazio at the Customer's direction;
- (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and
- (c) the Services and the Documentation are provided to the Customer on an "as is" basis.

13.3 Nothing in this agreement excludes the liability of each party:

- (a) for death or personal injury caused by that party's negligence; or
- (b) for fraud or fraudulent misrepresentation.

13.4 Subject to clause 13.2 and clause 13.3:

- (a) the parties shall not be liable whether in tort (including for breach of statutory duty), contract, misrepresentation, restitution or otherwise for any:
 - (i) loss of profits;
 - (ii) loss of business;
 - (iii) depletion of goodwill and/or similar losses;
 - (iv) loss or corruption of data or information;
 - (v) pure economic loss; or
 - (vi) special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement; and
- (b) Tazio's total aggregate liability in contract (including in respect of the indemnity at clause 12.1), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with:
 - (i) any failure to supply the Services shall, and the Customer's sole and exclusive remedy for any failure to supply the

Services shall, be limited to an amount equal to a percentage of the-then current monthly instalment of the Annual Fee representing the period that the Supplier failed to supply the Services in that month;

(ii) in respect of all other claims, losses or damages, whether arising from tort (including negligence or breach of statutory duty), breach of contract, misrepresentation, restitution or otherwise under or in connection with this agreement (including in respect of the indemnity at clause 8.5) shall in no event exceed the aggregate Annual Fee and Additional Fees paid for the Services during the twelve (12) months immediately preceding the date on which the claim arose; and

(c) the Customer's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection this agreement shall be limited to the aggregate Annual Fee and Additional Fees paid for the Services during the twelve (12) months immediately preceding the date on which the claim arose.

14. Term and termination

14.1 This agreement shall, unless otherwise terminated as provided in this clause 14, commence on the Effective Date and shall continue for the Initial Term and, thereafter, this agreement shall be automatically renewed for successive periods of twelve (12) months (each a Renewal Period), unless:

(a) either party notifies the other party of termination, in writing, at least sixty (60) days before the end of the Initial Term or any Renewal Period, in which case this agreement shall terminate upon the expiry of the applicable Initial Term or Renewal Period; or

(b) otherwise terminated in accordance with the provisions of this agreement;
and the Initial Term together with any subsequent Renewal Periods shall constitute the Term.

14.2 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate this agreement without liability to the other if:

(a) the other party commits a material breach of any of the terms of this agreement and (if such a breach is remediable) fails to remedy that breach within fourteen (14) days of that party being notified in writing of the breach;

(b) an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other party;

(c) 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 by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986);

(d) 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;

(e) the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way;

(f) the other party ceases, or threatens to cease, to trade; or

(g) the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

14.3 On termination of this agreement for any reason:

(a) all licences granted under this agreement shall immediately terminate and Tazio shall cease to supply the Services;

(b) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;

(c) Tazio shall, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination) maintain back-ups of the Customer Data in accordance with its Back-up Policy; and

(d) the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

15. Compliance with relevant requirements

15.1 Either party warrants to the other that it shall:

- (a) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);
- (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- (c) comply with any reasonable ethics, anti-bribery and anti-corruption policies, supplied in writing by the other party from time to time (Relevant Policies); and
- (d) have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and clause 15.1(b), and will enforce them where appropriate.

15.2 Breach of this clause 15 shall be deemed a material breach under clause 15.

15.3 For the purpose of this clause 15, the meaning of adequate procedures shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act).

16. Force majeure

Tazio shall have no liability to the Customer under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Tazio or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

17. Waiver

17.1 A waiver of any right under this agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.

17.2 Unless specifically provided otherwise, rights arising under this agreement are cumulative and do not exclude rights provided by law.

18. Severance

18.1 If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

18.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

19. Entire agreement

19.1 This agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

19.2 Each of the parties acknowledges and agrees that in entering into this agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the subject matter of this agreement, other than as expressly set out in this agreement.

20. Assignment

20.1 The Customer shall not, without the prior written consent of Tazio, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

20.2 Tazio may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

21. No partnership or agency

Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

22. Third party rights

This agreement does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

23. Notices

23.1 Any notice required to be given under this agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this agreement, or such other address as may have been notified by that party for such purposes, or sent by fax to the other party's fax number as set out in this agreement or otherwise notified in writing from time to time.

23.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by fax shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender).

24. Counterparts

24.1 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

24.2 Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by (a) fax or (b) e-mail (in PDF, JPEG or other agreed format) 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 others with the original of such counterpart as soon as reasonably possible thereafter.

24.3 No counterpart shall be effective until each party has executed and delivered at least one (1) counterpart.

25. Governing law and jurisdiction

25.1 This agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the laws of England and Wales.

25.2 The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

Customer Agreement

Customer Name:

Date:

Name:

Position:

Sign here to approve and accept:

Schedule 1

Standard Pricing

Annual Fee

The Annual Fee is £0,000. This fee includes the following:

Unlimited Users
Unlimited Assessments
Unlimited Responses

Bespoke Development

Development of bespoke assessments, aptitude tests or realistic job previews is charged on either a day rate or fixed price contract. Our standard rates are set out in the table below:

Role	Day Rate
Project Manager	£750
Senior Developer	£750
Software Developer	£650
UX Designer	£700
Software Tester	£500

Notes:

1. All prices exclude VAT
2. Licence costs are paid annually by BACS, credit or debit card

Schedule 2

Standard Pricing

The initial term of this agreement shall be twelve months.