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## TERMS AND CONDITIONS

*Details of Storm ID's Terms and Conditions of Business for G-Cloud 11 Services.*

# G-Cloud 11

## *Terms and Conditions of Business*

21 May 2019

## Standard Terms of Business

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*These are the terms and conditions which form part of the Agreement between Storm ID and G-Cloud Customers.*

### **Project services and appointment**

You appoint Storm ID to provide the Services and to develop, implement and deliver the Deliverables in accordance with the Specification and the Timetable, subject to the terms of this Agreement.

Storm ID accepts the appointment in terms of this clause in consideration for the Charges shall provide the Services, subject to the terms of this Agreement.

### **Duration and notice**

This Agreement shall, or shall be deemed to, commence on the Commencement Date [for the Initial Period] and subject to the terms of this Agreement

You shall be entitled to terminate this Agreement at any time on giving prior written notice of not less than the [Client Notice Period].

Storm ID shall be entitled to terminate this Agreement at any time on giving prior written notice of not less than the [Storm ID Notice Period].

### **Operational Requirements**

Storm ID shall provide the Services with reasonable care and skill to be expected from an experienced digital development house.

You shall provide all data and other content required for the Project promptly in response to any reasonable request from Storm ID and shall use reasonable care and skill to ensure that any such data is accurate and sufficient for the purposes of the Project. If You fail to deliver requested data or content to Storm ID promptly or provide inaccurate data, the Timetable and Delivery Date shall be extended by an amount equal to the delay caused by You. If there is any material inaccuracy in any such information which increases the cost of the Project or requires Storm ID to carry out additional work, Storm ID shall be entitled to make a reasonable charge to meet such increased costs.

Each of Storm ID and You shall advise any of our respective staff attending our respective premises of any rules or safety procedures. Each of us shall ensure our respective staff and contractors shall comply in all material respects with any such operating instructions notified or the instructions of the Project Manager responsible for the premises.

The Project Managers shall be responsible for the day to day management of the Project and shall liaise with each other regularly by phone and meetings not less frequently than once in each calendar month.

If the named Project Manager ceases to be employed by the appointing party, resigns, is ill or unable to work, or is removed from the position of Project

Manager, the appointing party shall immediately appoint another suitably qualified and experienced person to replace or deputise for the former Project Manager and shall provide full details to the other party immediately.

## **Warranties**

Each of the parties warrants to the other that it has full power and authority to enter into and perform this agreement.

You warrant that all information provided by You to Storm ID as part of any tender or bidding process was materially true and accurate and was prepared with reasonable skill and care.

## **Delivery and Acceptance**

Storm ID shall ensure that the Deliverables shall have successfully completed Storm ID's internal testing procedures and complies with the Specification, prior to delivery to You.

Storm ID shall notify You when Storm ID has completed the relevant Deliverable in accordance with the Specification and You shall take all necessary steps available to You to enable the Site or the Deliverable to go live and become operational within five (5) Business Days of the Delivery Date.

You shall start to use and operate the Deliverable and carry out any appropriate tests of the Deliverables and monitor the operation of that Deliverable immediately upon delivery of the Deliverable.

During the Acceptance Period, Storm ID shall provide You with all reasonable assistance in respect of the Deliverables and make any changes or corrections to the Deliverables necessary to ensure compliance with the Specification at no additional charge to You.

If You consider that there are any problems or issues with the Deliverables failing to operate or otherwise comply with the Specification within the Acceptance Period, You shall notify Storm ID immediately in writing detailing the issues involved (a **"Deliverable Notice"**). You shall permit Storm ID all access to the Site and to Your systems to enable Storm ID to investigate and if necessary amend, correct or replace any Deliverable.

Storm ID shall be given a reasonable opportunity to correct any errors in the Deliverables and shall not be responsible for any delay or loss of functionality during the Acceptance Period.

At the end of the Acceptance Period, You shall be deemed to have accepted the Deliverables except in respect of any part of the Deliverables where a Deliverable Notice has been received by Storm ID and which remains unresolved. Storm ID shall resolve the subject of any Deliverable Notice received during the Acceptance Period but unresolved on the expiry of the Acceptance Period at no charge to You.

## **Charges and Payment**

You shall pay the Charges for the provision of the Services.

You shall pay the relevant Charges to us in cleared funds on the due Payment Date by telegraphic transfer to the account the account notified by Storm ID from time to time

All sums referred to in this Agreement are exclusive of VAT or any equivalent tax which may be payable at the relevant prevailing rate unless otherwise specified.

If any sum due to in terms of this Agreement is not paid on the due date for payment, Interest shall be payable on that sum from the due date until paid in full, together with all reasonable costs and expenses incurred by Storm ID in relation to any recovery procedures.

Any sum due under this Agreement shall be paid without deduction, retention, counterclaim or set-off, other than as required by law.

All payments in terms of this Agreement shall be made in Pounds.

## Change Control Procedures

This Agreement shall not be varied or amended other than in accordance with these Change Control Procedures and each party shall continue to carry out its obligations in terms of this Agreement until such time as any such variation is effective.

If either party ("**the Notifier**") wishes to change any part of this Agreement ("**a Change**") including, but not limited to, the Specification, the Deliverables or the Timetable, the Notifier shall send a change control notice ("CCN") to the other party ("**the Recipient**").

Within ten (10) Business Days of receipt of the CCN by the Recipient, the Project Managers shall meet to discuss in good faith the CCN without prejudice to the rights of either party.

Each CCN shall contain:

- the title of the Change;
- the originator and date of the request or recommendation for the Change;
- the reason for the Change;
- full details of the Change including any specifications;
- the price, if any, of the Change;
- a timetable for implementation together with any proposals for acceptance of the Change;
- a schedule of payments if appropriate;
- details of the likely impact, if any, of the Change on other aspects of the Agreement including but not limited to:
  - the timetable for the provision of the Change;
  - the personnel to be provided;
  - the Charges;
  - the Documentation to be provided;
  - the training to be provided;
  - working arrangements; and
  - other contractual issues;

- the date of expiry of validity of the CCN; and
- provision for signature by Storm ID and You.

The response to the CCN may result in any one of the following: no further action being taken; or a request to change this Agreement by You; or a recommendation to change this Agreement by Storm ID.

A CCN signed by Storm ID and by You shall constitute an amendment to the Agreement.

### **Limitation of liability**

Storm ID shall not be liable for any loss or damage suffered by You except to the extent that any such loss or damage arises directly from Storm ID's negligence or Storm ID's breach of this Agreement. To the extent that Storm ID has any such liability, that liability shall be limited to the Storm ID Liability Limit for any one occurrence.

You accept that the limits of liability specified in this clause are fair and reasonable in all the circumstances and having regard to the reasonably foreseeable loss of You at the date of this Agreement and in particular for, but not limited to, the purposes of the Misrepresentation Act 1967 and the Unfair Contract Terms Act 1977. You accept that these limits have been drawn to Your attention and You have had the opportunity to negotiate a different Storm ID Liability Limit or to decline this Agreement.

Storm ID shall not be liable to You for any indirect, special or consequential loss of any kind whether arising from Storm ID's negligence or the Storm ID's breach of this Agreement, or not, including but not limited to loss of profits, pure economic loss, patrimonial loss, increased costs or lost management time.

Nothing in this clause shall constitute, or shall be deemed to constitute, an attempt by us to exclude any liability for death or injury to any person.

### **Intellectual Property**

Storm ID warrants to You that all Storm ID IP is either owned by Storm ID, or is licensed to Storm ID in terms which allow Storm ID to use it in the Project or on the Site and to grant the Storm ID IP Licence.

Storm ID grants to You the Storm ID IP Licence in the Territory solely and exclusively for the purposes of the Project.

You authorise and license Storm ID to use the Client IP for any purpose connected with the Project or for publication on the Site including using any of Your trade or service marks and any pictures or data provided by you.

You warrant and represent to Storm ID that all Client IP provided by You is either owned by You, or is licensed to You in terms which allow You to authorise its use by Storm ID in the Project or on the Site and You shall indemnify Storm ID against any claim or liability, or any legal proceedings which may give rise to any such claim or liability for any use of any Client IP unless such claim or liability arises directly from the negligence of Storm ID.

You acknowledge and accept that Storm ID is the proprietor of the Storm ID IP and shall not challenge the validity or title of Storm ID to the Storm ID IP. You shall co-operate with Storm ID to secure the registration of any other Storm ID IP in the name, and at the expense, of Storm ID as Storm ID may reasonably require. You shall not make any application, assertion or claim in relation to any Storm ID IP or any Intellectual Property which is related to or is derived from the Storm ID IP in any way. You shall enter into any further licence, assignment or other relevant documentation necessary to secure the title of Storm ID to any Storm ID IP.

You acknowledge and accept that the benefit of all goodwill which may accrue as a result of use of any Trade Mark shall be for the benefit of Storm ID on the termination of this Agreement. You shall assign, at no charge, any logos, designs or trade or service marks which it uses in connection with the Trade Mark to Storm ID on the termination of this Agreement, as required by Storm ID.

### **Intellectual Property Infringement**

You shall, if any apparently misleading or unlawful use of the Storm ID IP is identified, bring such apparent misuse to the attention of Storm ID as reasonably practical, whether or not there are, or may be, sufficient grounds or evidence for legal proceedings to be raised.

You shall use Your reasonable endeavours to safeguard the Storm ID IP and shall assist Storm ID, at the request of Storm ID, in taking all steps to defend or pursue the rights of Storm ID including joining with Storm ID in the institution of legal proceedings, at the expense of Storm ID.

Storm ID shall protect, hold harmless, and defend and indemnify You up to a maximum of the Storm ID Liability Limit, at Storm ID's expense, from and against any and all claims by any third party for any alleged or actual infringement, loss or damage resulting from the use of the Storm ID IP provided that You shall:

- notify Storm ID of any such claim as soon as reasonably practical upon receiving or becoming aware of the claim;
- give Storm ID conduct of any such claim and the control of any proceedings or negotiations;
- give Storm ID the exclusive right to appoint and instruct legal advisers and counsel in connection with any such proceedings or negotiations and to determine the forum for any such proceedings;
- make no statement or admission, or act, or fail to act, in a way which may prejudice the ability of Storm ID to resist such a claim;
- not through Your negligence or wilful misconduct have done, permitted or suffered to be done anything which may have been or become an infringement of any rights in any Intellectual Property of Storm ID or any third party;
- have exercised all due care in protecting the Intellectual Property of Storm ID;
- provide all reasonable co-operation required by Storm ID in defending or pursuing any legal proceedings at Storm ID's expense;
- have paid all sums due to Storm ID in terms of this Agreement;

- not do anything which may vitiate, or restrict, any policy of insurance or insurance cover;
- account to Storm ID for all damages and costs which are awarded in connection with such a claim against any other person.

If any infringement of Third Party IP is alleged to have occurred or may occur as a result of using the Storm ID IP, Storm ID may at Storm ID's sole discretion and at its own expense, do any of the following:

- procure for You the right to continue using the relevant Intellectual Property or infringing part of it;
- modify or amend the Storm ID IP, or infringing part of it, so that the same becomes non-infringing;
- replace the Storm ID IP, or any infringing part of it, by other Intellectual Property of a similar nature or capability;
- repay to You any sums paid by You to Storm ID in terms of this Agreement.

## **Force Majeure**

If a party is subject to Force Majeure, that party shall immediately notify the other party in writing, specifying the nature and extent of the circumstances giving rise to Force Majeure. A party subject to Force Majeure shall, subject to that party giving written notice of the Force Majeure to the other party, have no liability for the non-performance of such of the obligations of that party as are prevented by the Force Majeure during the continuation of such events, and for such time after the Force Majeure ceases as is necessary for that party, using all reasonable endeavours without being required to take any legal action, to recommence performance of the obligations in terms of this Agreement.

The party subject to Force Majeure which is prevented or delayed in the performance of any of the obligations of that party under this Agreement shall:

use the reasonable endeavours of that party to bring the Force Majeure event to an end; and

- negotiate with the other party in good faith, to find an alternative resolution by which the Agreement may be performed despite the continuance of the Force Majeure.
- continue to perform the obligations of that party to the extent that the Force Majeure does not prevent performance.

If a party is prevented by Force Majeure from the performance of some or all of the obligations of that party for a continuous period in excess of ninety (90) days, the other party may at the sole but reasonable discretion of that party terminate this Agreement immediately on giving written notice the party subject to Force Majeure.

Neither party shall have any liability to the other except those rights and liabilities which accrued prior to such termination.

## Termination

Either of us ("**the Terminating Party**") shall be entitled, at any time, by notice in writing to the other ("**the Defaulting Party**"), to terminate this Agreement immediately upon any of the following events:

The Defaulting Party commits a material breach of any of the terms of this Agreement which is irremediable or which, if capable of remedy, has not been remedied within ten (10) Business Days of a written notice from the Terminating Party requiring the remedy of the breach;

The Defaulting Party, being a body corporate, becomes insolvent or enters into liquidation whether voluntarily or compulsorily or has a liquidator or a receiver or an administrator appointed over all or any of the assets or undertaking of the Defaulting Party, or any petition or other process is commenced for the appointment of such a person [or that party ceases or threatens to cease to carry on business;

The Defaulting Party, being a natural person, or a partnership, or any of the members of that partnership, becomes apparently insolvent or commits an act which may entitle bankruptcy proceedings to be pursued against that person, or enters into any arrangement with the creditors of that person or takes or suffers any similar action in consequence of any debt [or that party ceases or threatens to cease to carry on business.

The Defaulting Party purports to assign the rights or obligations of the Defaulting Party other than in accordance with this Agreement

Any right of a party to terminate this Agreement pursuant to this clause shall be without prejudice to any other right or remedy of that party in respect of the relevant breach or any other breach.

## Post-Termination Events

The termination of this Agreement, for whatever reason, shall have no effect on the accrued rights or liabilities of either party up to, and including, the Termination Date. On the lawful termination of this Agreement, the Defaulting Party shall immediately:-

- cease use of any Intellectual Property of the Terminating Party used in connection with the Agreement;
- pay all sums due or payable in terms of this Agreement (whether or not due for payment);
- at the expense of the Defaulting Party, return or destroy all Confidential Information of the Terminating Party as the Terminating Party may direct and the Defaulting Party shall be deemed to warrant and to represent that any such course of action has been completed or will be completed within five (5) Business Days of any such direction; join with the Terminating Party in informing all other concerned parties of the termination of the Agreement; • not hold the Defaulting Party out as continuing to act in connection with the Terminating Party;
- confirm to the Terminating Party in writing that the Defaulting Party has



complied with the obligations of the Defaulting Party in terms of this clause.

- Certain provisions contained within this agreement shall continue notwithstanding the termination of this Agreement.

## **Data Protection**

You and Storm ID warrant to each other that each has any and all necessary licences and consents to process or otherwise use any Personal Data (as defined by the GDPR) in relation to the Project in accordance with the GDPR and will use appropriate security processes and structures to ensure there is no unauthorised or unlawful processing, or any loss or destruction of any such Personal Data.

## **No partnership or agency**

Nothing in this Agreement shall constitute either party as an agent, a partner, an employee or a representative of the other party and neither shall hold itself out as such or as having any power or authority to incur any obligation of any nature express or implied other than as specified in this Agreement, or agreed in writing by Storm ID and You.

## **Confidentiality**

For the purposes of this Agreement and subject to clause 14.2, the term "Confidential Information" shall mean any information or data, written or

unwritten, and whether or not expressly stated or identified as being confidential relating to the customers, the business, the assets or affairs of the other party which that person may have, or acquire, through this Agreement; or relating to the contents of this Agreement (or any agreement or arrangement entered into pursuant to this Agreement).

Confidential Information shall not include or apply to information which is, or lawfully becomes, publicly available (otherwise than as a result of a breach of this Agreement; is independently developed by the relevant party; is lawfully acquired from a third party, to the extent that it is acquired with the right to disclose it; or is lawfully in the possession of the relevant party free of any restriction on disclosure as can be demonstrated by the written records or other reasonable evidence of that party.

Each of Storm ID and You shall keep confidential and shall ensure that Storm ID's respective Associated Companies and Storm ID's respective officers, employees, agents and professional and other advisers shall keep confidential any Confidential Information and shall not use any Confidential Information other than for the purposes of this Agreement.

Each of Storm ID and You shall presume that all information received by, or coming into the possession of, either is Confidential Information, whether or not expressly stated or identified as being Confidential Information, unless either of us has good reason to believe the information is excepted pursuant to clause 14.2. Each of Storm ID and You acknowledge and agree that damages would not be an adequate remedy for any breach of this clause and the remedies of injunction,

specific performance and other equitable relief are appropriate for any threatened or actual breach of any such provision and no proof of special damages shall be necessary for the enforcement of the rights under this clause. The provisions of this clause shall survive the termination of this Agreement and shall continue without limit of time.

## **Announcements**

Neither party shall make any public announcement relating to this Agreement without the prior written consent of the other party other than any announcement permitted by this Agreement or required by law or any relevant regulatory authority, including the London Stock Exchange PLC or any communication with those employees or professional advisers of that party who have a proper need to know such information in order for this Agreement to be implemented.

## **Notices**

Any notice required or permitted to be given under this Agreement shall be properly given by a party if it is sent on a Business Day in a legible English form by facsimile transmission ("fax"), electronic mail ("email") or by personal delivery ("delivery"), including courier delivery, or by first class recorded delivery, or registered post ("post") to the address specified in this Agreement or, if a change of address occurs and has previously been intimated in writing, to the postal address of the addressee within the United Kingdom last notified in writing to the sender.

Any notice served shall be deemed to have been received in the case of:

- delivery, at the time of delivery to the address of the addressee, evidenced, where appropriate, by the courier's receipt duly counter-signed for or on behalf of the addressee;
- fax or email, two (2) hours after the time of despatch, evidenced by the relevant duly completed transmission report;
- post, within the United Kingdom, thirty-six (36) hours from midnight (24.00 hrs.) on the date of posting, evidenced by the relevant proof of posting; except where the day of receipt, or deemed receipt, of such a notice is not a Business Day at the place of delivery, or is a Business Day but receipt occurs, or is deemed to occur, after 17.00 hours on that day, in either of which events, notice shall be deemed to be received at 09.30 hours on the next Business Day.

Any notice shall be sent addressed to the relevant Project Manager

## **Dispute Resolution**

If a dispute arises between You and Storm ID in relation to this Agreement

(a "**Dispute**") and is not resolved by the Project Managers, either party may declare that an escalation is required by written notice to the other party (an "**Escalation Notice**") and shall specify the subject of the Dispute, that party's reason for the Dispute and the full contact details of a suitably senior and

experienced person, other than their Project Manager, with full authority to agree a resolution on that party's behalf.

The party receiving the Escalation Notice shall reply within five (5) Business Days and shall provide a detailed response to the reasons for the Dispute and shall specify a suitably senior person, other than their Project Manager, with full authority to agree a resolution on that party's behalf

The senior representatives from each party shall meet at such place as may be agreed, failing which at the offices of Storm ID, within ten (10) Business Days of the date of the Escalation Notice. Either party may bring such persons as it considers appropriate to aid a resolution of the Dispute.

If a Dispute is not resolved by the senior representatives at their meeting, either party shall be entitled to require that the Dispute is subject to alternative dispute resolution and the parties shall, with the help of the Centre of Effective Dispute Resolution (CEDR), seek in good faith to resolve the Dispute within thirty days of the Escalation Notice.

If the parties fail to agree terms of settlement of the Dispute within thirty (30) days of the Escalation Notice, either party shall be entitled to commence litigation provided that the obligation to attempt to resolve a dispute by alternative dispute resolution shall not prevent either party from seeking relief by interdict in the case of a breach of threatened breach of confidentiality or an infringement or threatened infringement of Intellectual Property.

## **General**

This Agreement shall constitute the entire agreement and understanding of Storm ID and You and shall supersede all prior agreements, representations, discussions, negotiations and arrangements whether written or oral, express or implied, by Storm ID and You, and our respective representatives or agents but nothing in this Agreement shall have effect, or be interpreted as having effect, to limit or exclude any liability in respect of any fraudulent misrepresentation.

No delay, omission or failure to exercise any right or remedy pursuant to this Agreement, or by law, shall constitute a waiver of such right or remedy. Any partial exercise of a right or remedy shall not preclude any further or other exercise of any such right of action or remedy in the future. A waiver of any breach of this Agreement shall not prevent any subsequent requirement for compliance with the waived obligation or constitute a waiver of any other breach. The rights and remedies under this Agreement are, unless otherwise specified in this Agreement, cumulative and not exclusive of any other rights or remedies provided by the law.

No variation of this Agreement shall be effective unless in writing and signed by or on behalf of each of Storm ID and You

This Agreement shall be binding on and inure to the benefit of Storm ID and You and our respective successors and permitted assigns. Neither party shall assign or transfer all or any part of its rights or obligations under this Agreement nor any benefit arising under or out of this Agreement without the prior written

consent of the other party. Storm ID shall be entitled to assign the benefit and the burden of this Agreement to any Associated Company of Storm ID subject to giving written notice to You.

If any provision in this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be deemed not to form part of this Agreement but the legality, validity and enforceability of the remainder of this Agreement shall not be affected.

This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this Agreement by executing any such counterpart.

A person who is not a party to this Agreement shall have no right to enforce any term of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999, the provisions of which are excluded to the maximum extent permissible in terms of that statute.

## **Governing Law And Jurisdiction**

This Agreement and the documents to be entered into pursuant to it shall be governed by and construed in accordance with Scottish law. Storm ID and You irrevocably agree that the courts of Scotland shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement and the documents to be entered into pursuant to it and irrevocably submit to the jurisdiction of such courts and waive any objection to proceedings in any such court on the ground of venue or on the ground that the proceedings have been brought in an inconvenient forum.

## **Definitions and Interpretation**

In this Agreement, unless inconsistent with the context or otherwise specified, the words and expressions listed below shall have the following meanings:

"Agreement"	·	this development agreement as varied from time to time in accordance with its terms, including all schedules and appendices;
"Associated Company"	·	any subsidiary or holding company or any subsidiary of any such holding company of a company;
"Business Day"	·	a day other than a Saturday or Sunday or a public holiday in England and Wales;
"Client IP"	·	the Intellectual Property provided by You to Storm ID for use in the Deliverables, including but not limited to all copyright material, trade and service marks, photographs;
"Confidential Information"	·	shall have the meaning specified in clause 14;
"Control"	·	shall have the meaning specified in section 840 of ICTA1988;
"GDPR"	·	General Data Protection Regulation;

"Force Majeure"	:	any event or cause arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of a party which prevents that party from performing any or all obligations of that party under this Agreement including but not limited to, acts of God, war, riot, civil commotion, terrorist act, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood, or Storm ID or default of suppliers or sub- contractors or strikes, lock-outs or other industrial disputes (whether involving the workforce of the party so prevented or of any other person) , difficulties in obtaining raw materials, labour, fuel, parts or machinery , power failure or mechanical breakdown of plant and machinery;
"Group"	:	Storm ID and any Associated Company of Storm ID;
"HMRC"	:	Her Majesty's Revenue and Customs, or any successor body or organisation;
"IA1986"	:	the Insolvency Act 1986;
"ICTA1988"	:	the Income and Corporation Taxes Act 1988;
"Independent Accountants"	:	a firm of accountants of international standing agreed between Storm ID and You, failing which, and on the application of either any party, appointed by the president from time to time of the Institute of Chartered Accountants in England and Wales;]
"Intellectual Property"	:	all intellectual property rights and rights of a similar nature in any jurisdiction and applications, registrations for, and extensions and renewals of, such rights in any jurisdiction, including, but not limited to, patents, registered and unregistered trade and service marks, trade names, domain names, registered and unregistered design rights, copyright, trade or business names, data base rights, semiconductor topography and chip design rights, know-how, trade secrets, and confidential or proprietary information;
"Interest"	:	Interest at the rate of one and a half per cent (1.5%) per month calculated daily and compounded monthly both before and after judgement;
"Pound"	:	pounds sterling, or otherwise the lawful currency of the United Kingdom;
"Project Managers"	:	either or both the Storm ID Project Manager and/or the Client Project Manager;
"Storm ID IP"	:	the Intellectual Property owned or used by Storm ID, including licensed Third Party IP, from time to time, in the Deliverables, including, but not limited to, any Intellectual Property developed or derived from any such Intellectual Property;
"Tax"	:	any form of taxation, levy, duty, fiscal charge, contribution or impost of whatever nature (including any related fine, penalty, surcharge or interest) imposed by any government, local, national or supranational or any Tax Authority;
"Tax Authority"	:	any local, municipal, governmental, state, federal or other fiscal, revenue, customs or excise authority, body or official anywhere in the world including, without limitation, HMRC;
"Termination Date"	:	the date on which this Agreement is lawfully terminated or is deemed to terminate or otherwise ceases;
"Third Party IP"	:	any intellectual property owned by any person other than Storm ID and forming part of the Deliverables

"Trade Mark"	:	any trade or service mark of Storm ID registered or unregistered in any jurisdiction;
"VAT"	:	value added tax as defined by VATA 1994;
"VATA 1994"	:	the Value Added Tax Act 1994.

In this Agreement, unless inconsistent with the context or otherwise specified, a reference to:

- the singular includes the plural and vice versa;
- a particular gender includes any gender;
- a "person" includes any natural person or any legal person, body or organisation, incorporated or unincorporated, and any other person;
- any "clause", "schedule", "part of a schedule" or "appendix" is to any of those contained in, or attached to, this Agreement;
- headings and titles in this Agreement are for convenience only and shall not affect the interpretation of this Agreement;
- a time of day is to the time in the United Kingdom expressed in terms of the twenty-four hour clock;
- any English legal term for any action, remedy, judicial procedure, court, concept or principle shall, where appropriate, include any equivalent or, in the absence of an equivalent, the closest approximation, to such term in any other relevant jurisdiction so as to produce as nearly as possible the same effect in relation to that jurisdiction as would be the case in England;
- any statute, or to any statutory provision, including any regulation, statutory instrument or other subordinate legislation, derived from such statutory sources, and includes references to any statute or other statutory provision which amends, extends, consolidates or replaces the original statutory reference or which subsequently affects any such revised statutory reference to the extent that it does not increase the liabilities or obligations of either party];
- the winding-up of a person includes the amalgamation, reconstruction, reorganisation, administration, dissolution, liquidation, merger or consolidation of such person and any equivalent or analogous procedure under the law of any jurisdiction in which that person is incorporated, domiciled or resident or carries on business or has assets [other than for the purposes of a solvent amalgamation or reconstruction;
- books, records or other information means books, records or other information in any tangible or transitory form, including paper, electronically or optically stored data, magnetic media, film and microfilm.

Any provision of this Agreement which is intended or expressed to bind more than one person shall bind each of them jointly and severally, unless the context specifies otherwise.

The Interpretation Act 1978 shall apply to this Agreement in the same way as it applies to any enactment.

In this Agreement a person shall be deemed to be a "connected person" if that person is either:

- connected with such other within the meaning of section 839 of ICTA1988 or within the meaning of section 249 of the IA1986; or
- is an associate of such other within the meaning of section 435 of the IA1986.

The expression "agreed form" means, in relation to any document, such document in the form or terms agreed between Storm ID and You and for the purposes of identification signed by or on behalf of each party.

The words and expressions defined as Principal Terms in Sections A and B at the beginning of this Agreement shall have the meanings set opposite them and shall be defined terms for the purposes of this Agreement.