G-Cloud 11 – Terms and Conditions

Contensis Cloud Services (SAAS) Agreement

Cloud Services (Software as a Service) Agreement

DATE:

PARTIES:

1.   ZENGENTI LIMITED, a company incorporated in England and Wales (registration number 4235317) having its registered office at The Old Pumphouse, Cleedownton, Ludlow, Shropshire SY8 3EG (the "Provider"); and

2.   [ORGANISATION NAME], a [COUNCIL, NHS TRUST, UNIVERSITY, public service organisation*] having its premises at [address] (the "Customer").

BACKGROUND:

(A) The Provider operates the Platform and provides the Support Services, and the Customer wishes to be granted access to the Platform and to receive the Support Services, on the terms of this Agreement.

AGREEMENT:

1 Definitions and interpretation

1.1 In this Agreement:

"Affiliate" means an entity that Controls, is Controlled by, or is under common Control with the relevant entity;

"Agreement" means this software as a service agreement (including the Schedules) and any amendments to it from time to time;

"Business Day" means any week day, other than a bank or public holiday in England;

"Business Hours" means between 09:00 and 17:30 [London time] on a Business Day;

"CCN" means a Change control notice issued in accordance with Clause [11], which may be in the form specified in Schedule [5];

"CCN Consideration Period" means the period of 14 Business Days following the receipt of a CCN sent by the other party;

"Change" means any change to the terms of this Agreement;

"Charges" means the amounts payable by the Customer to the Provider under or in relation to this Agreement (as set out in Schedule [3]);

"Confidential Information" means the Customer Confidential Information and the Provider Confidential Information;

"Control" means the legal power to control (directly or indirectly) the management of an entity (and "Controlled" will be construed accordingly);

"Customer Confidential Information" means

(a) any information disclosed (whether disclosed in writing, orally or otherwise) by the Customer to the Provider during the Term that is marked as "confidential", described as "confidential" or should have been understood by the Provider at the time of disclosure to be confidential;

(b) the terms and conditions of this Agreement;

(c) the Customer Materials;

"Customer Indemnity Event" has the meaning given to it in Clause [13.1];

"Customer Materials" all works and materials:

(a) uploaded to, stored on, processed using or transmitted via the Platform by or on behalf of the Customer or by any person or application or automated system using the Customer's account; and

(b) otherwise provided by the Customer to the Provider in connection with this Agreement;

"Customer Representatives" means the person or persons identified as such in Schedule [1];

"Defect" means a defect, error or bug having adverse effect on the appearance, operation or functionality of the Platform, but excluding any defect, error or bug caused by or arising as a result of:

(a)   an act or omission of the Customer, or an act or omission of one of the Customer's employees, officers, agents, suppliers or sub-contractors; or

(b)   an incompatibility between the Platform and any other system, application, program or software not specified as compatible in Schedule [1];

"Documentation" means the documentation produced by the Provider and made available to the Customer specifying how the Platform should be used;

"Effective Date" means the date of execution of this Agreement;

"Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of or problems with the internet or a part of the internet, hacker attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

"Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registered or unregistered, including any application or right of application for such rights (and the "intellectual property rights" referred to above include copyright and related rights, database rights, confidential information, trade secrets, know- how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

"Minimum Term" means the period specified as such in Schedule [1];

"Permitted Purpose" means the use of the Platform for which it was designed and is documented by the Provider, and solely for the Customer's own internal business purposes;

"Personal Data" has the meaning given to it in the Data Protection Act 1998;

"Platform" means the software platform known as Contensis (web content management system) that is owned and operated by the Provider, and that will be made available to the Client as a service via the internet under this Agreement;

"Provider Confidential Information" means:

 (a)   any information disclosed (whether disclosed in writing, orally or otherwise) by the Provider to the Customer during the Term that is marked as "confidential", described as "confidential" or should have been understood by the Customer at the time of disclosure to be confidential;

(b)   the terms and conditions of this Agreement;

"Provider Indemnity Event" has the meaning given to it in Clause [13.3];

"Provider Representatives" means the person or persons identified as such in Schedule [1]; "Representatives" means the Customer Representatives and the Provider Representatives; "Schedule" means a schedule attached to this Agreement;

"Services" means all the services provided or to be provided by the Provider to the Customer under this Agreement, including the Support Services;

"Support Services" means support and maintenance services provided or to be provided by the Provider to the Customer in accordance with Schedule [2];

"Term" means the term of this Agreement; and

"Upgrades" means new versions of, and updates to, the Platform, whether for the purpose of fixing an error, bug or other issue in the Platform or enhancing the functionality of the Platform.

1.2   In this Agreement, a reference to a statute or statutory provision includes a reference to:

(a)   that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and

(b)   any subordinate legislation made under that statute or statutory provision.

1.3   The Clause headings do not affect the interpretation of this Agreement.

1.4   The ejusdem generis rule is not intended to be used in the interpretation of this Agreement.

2   Term

This Agreement will come into force on the Effective Date and will continue in force for the Minimum Term, unless terminated [earlier] in accordance with Clause [17].

3   The Platform

3.1   The Provider will make available the Platform to the Customer by setting up an account for the Customer on the Platform, and providing to the Customer login details for that account within one week following the Effective Date.

3.2   Subject to the limitations set out in Clause [3.3] and the prohibitions set out in Clause [3.4], the Provider hereby grants to the Customer a non-exclusive licence to use the Platform for the Permitted Purpose via specified web browsers in accordance with the Documentation during the Term.

3.3   The licence granted by the Provider to the Customer under Clause [3.2] is subject to the following limitations:

(a)	the Platform must not be used at any point in time by more than the number of concurrent users specified in Schedule [1], providing that the Customer may add or remove concurrent user licences in accordance with the procedure set out therein;

(b)	The Platform must not be used at any point in time for more Projects/Front-end sites than specified in Schedule [1], providing that the Customer may add Projects/Front-end sites to the Platform in accordance with the procedure set out therein;

(c)	the Customer may only use the modules specified in Schedule [1];

(d)	the Platform may only be used by the employees, agents and sub-contractors of the Customer;

(e)	the Customer must comply at all times with the terms of the acceptable use policy set out in Schedule [4], and must ensure that all users of the Platform agree to and comply with the terms of that acceptable use policy;

3.4	Except to the extent mandated by applicable law or expressly permitted in this Agreement, the licence granted by the Provider to the Customer under this Clause [3] is subject to the following prohibitions:

(a)	the Customer must not sub-license its right to access and use the Platform or allow any unauthorised person to access or use the Platform;

(b)	the Customer must not frame or otherwise re-publish or re-distribute the Platform;

(c)	the Customer must not alter or adapt or edit the Platform save as expressly permitted by the Documentation; and

(d)	the Customer shall not, except as expressly permitted by this Agreement or otherwise expressly permitted by law, rent, lease, sub-licence, loan, copy, modify, adapt, merge, translate, reverse engineer, decompile or disassemble the whole or any part of the Software or the Documentation.

3.5	For the avoidance of doubt, the Customer has no right to access the object code or source code of the Platform, either during or after the Term.

3.6	All Intellectual Property Rights in the Platform shall, as between the parties, be the exclusive property of the Provider.

3.7	The Customer shall use all reasonable endeavours to ensure that no unauthorised person will or could access the Platform using the Customer's account.

3.8   The Customer must not use the Platform in any way that causes, or may cause, damage to the Platform or impairment of the availability or accessibility of the Platform, or any of the areas of, or services on, the Platform.

3.9   The Customer must not use the Platform:

(a)   in any way that is unlawful, illegal, fraudulent or harmful; or

(b)   in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

3.10   The Customer agrees that the Provider may add the phrase "Powered by Contensis CMS" including a hyperlink to the www.zengenti.com website within the templates within the Contensis CMS. The Provider accepts that this may be restricted in certain pages due to design requirements.

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5   Support Services and Upgrades

5.1   During the Term the Provider will provide the Support Services to the Customer, and may apply Upgrades to the Platform, in accordance with the service level agreement set out in Schedule [2].

5.2   The Provider must not sub-contract the provision of any Support Services without obtaining the prior written consent of the Customer.

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7   Management

7.1   The Customer will ensure that all instructions in relation to this Agreement will be given by a Customer Representative to a Provider Representative, and the Provider:

(a)   may treat all such instructions as the fully authorised instructions of the Customer; and

(b)   will not comply with any other instructions in relation to this Agreement without first obtaining the consent of a Customer Representative.

7.2   The parties will hold contract management meetings at agreed locations, or by telephone, or via the internet at the reasonable request of either party.

8   Customer Materials

8.1   The Customer grants to the Provider during the Term a non-exclusive licence to store, copy and otherwise use the Customer Materials on the Platform for the purposes of operating the Platform, providing the Services, fulfilling its other obligations under this Agreement, and exercising its rights under this Agreement.

8.2   Subject to Clause 8.1, all Intellectual Property Rights in the Customer Materials will remain, as between the parties, the property of the Customer.

8.3   The Customer warrants and represents to the Provider that the Customer Materials, and their use by the Provider in accordance with the terms of this Agreement, will not:

(a)   breach any laws, statutes, regulations or legally-binding codes;

(b)   infringe any person's Intellectual Property Rights or other legal rights; or

(c)   give rise to any cause of action against the Provider or the Customer or any third party,

in each case in any jurisdiction and under any applicable law.

8.4   Where the Provider reasonably suspects that there has been a breach by the Customer of the provisions of this Clause 8, the Provider may:

(a)   delete or amend the relevant Customer Materials; and/or

(b)   suspend any or all of the Services and/or the Customer's access to the Platform while it investigates the matter.

8.5   Any breach by the Customer of this Clause 8 will be deemed to be a material breach of this Agreement for the purposes of Clause 17.

8.6   The Provider shall ensure that the Customer Materials stored and processed by the Platform are stored separately from, and are not co-mingled with, the materials of other customers of the Provider.

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10   Charges

10.1   The Provider will issue invoices for the Charges to the Customer in accordance with the provisions of Schedule [3].

10.2   The Customer will pay the Charges to the Provider within 30 days of the date of receipt of an invoice issued in accordance with Clause 10.1.

10.3   All Charges stated in or in relation to this Agreement are stated exclusive of VAT, unless the context requires otherwise. VAT will be payable by the Customer to the Provider in addition to the principal amounts.

10.4   Charges must be paid by bank transfer or by cheque (using such payment details as are notified by the Provider to the Customer from time to time).

10.5   If the Customer does not pay any amount properly due to the Provider under or in connection with this Agreement, the Provider may:

(a)   charge the Customer interest on the overdue amount at the rate of 1% per year above the base rate of HSBC Bank Plc from time to time (which interest will accrue daily and be compounded quarterly); or

(b)   claim interest and statutory compensation from the Customer pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

10.6   The Provider may vary the Charges payable in Schedule [3] on and from any anniversary of the Effective Date by giving to the Customer not less than 90 days' written notice of the variation providing that no such variation will result in the relevant element of the Charges increasing during the Term by more than the percentage increase during the same period in the Retail Prices Index (all items) published by the UK Office for National Statistics.

10.7   The Provider may suspend access to the Platform and the provision of the Services if any amounts due to be paid by the Customer to the Provider under this Agreement are overdue by more than 30 days.

11 Change control

11.1   The provisions of this Clause [11] apply to all Changes requested by a party.

11.2   Either party may request a Change at any time.

11.3   When requesting a Change, the requesting party will notify the other party and provide a CCN (which may be in the form specified in Schedule [5]). The CCN will set out (as a minimum):

(a)   details of the impact on the Services;

(b)   details of any additional resources expected to be required as a result of the Change; and

(c)   details of any variation to the Charges consequent upon the Change.

11.4   The other party will consider any proposed Change within the CCN Consideration Period.

11.5   Either party may:

(a)   accept or reject a CCN issued by the other party;

(b)   request further information concerning any aspect of a CCN issued by the other party; and/or

(c)   request amendments to a CCN issued by the other party.

11.6   Following agreement of a CCN, each party will confirm its agreement to the CCN by:

(a)   signing a copy of the CCN and sending the signed CCN to the other party; or

(b)   otherwise sending its written acceptance of the CCN to the other party.

11.7   Until a CCN recording a proposed Change has been signed or agreed in writing by each party, the proposed Change will not take effect.

12 Warranties

12.1   The Customer warrants and represents to the Provider that it has the legal right and authority to enter into and perform its obligations under this Agreement.

12.2   The Provider warrants and represents to the Customer:

(a)   that it has the legal right and authority to enter into and perform its obligations under this Agreement;

(b)   that it will perform its obligations under this Agreement with reasonable care and skill;

(c)   that the Platform will perform in accordance with the Documentation (subject to any Upgrades);

(d)   that the Platform will be hosted in accordance with the requirements set out in Schedule 1, and will be available to the Customer in accordance with the uptime commitments given in Schedule 2;

(e)   the Platform (excluding for the avoidance of doubt the Customer Materials) will not infringe any person's Intellectual Property Rights in any jurisdiction and under any applicable law;

12.3   The Customer acknowledges that:

(a)   complex software is never wholly free from defects, errors and bugs, and the Provider gives no warranty or representation that the Platform will be wholly free from such defects, errors and bugs;

12.4   All of the parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in the terms of this Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this Agreement will be implied into this Agreement.

13 Indemnities

13.1   Subject to the Provider's compliance with Clause 13.2, the Customer will indemnify and will keep indemnified the Provider against all liabilities, damages, losses, costs and expenses (including legal expenses and amounts paid upon legal advice in settlement of any disputes) suffered or incurred by the Provider and arising as a result of any breach by the Customer of Clause 8.3 (a "Customer Indemnity Event").

13.2   The Provider will:

(a)   upon becoming aware of an actual or potential Customer Indemnity Event, notify the Customer;

(b)   provide to the Customer all reasonable assistance in relation to the Customer Indemnity Event;

(c)   allow the Customer the exclusive conduct of all disputes, proceedings, negotiations and settlements relating to the Customer Indemnity Event; and

(d)   not admit liability in connection with the Customer Indemnity Event or settle the Customer Indemnity Event without the prior written consent of the Customer.

13.3   Subject to the Customer's compliance with Clause 13.4, the Provider will indemnify and will keep indemnified the Customer against all liabilities, damages, losses, costs and expenses (including legal expenses and amounts paid [upon legal advice] in settlement of any disputes) suffered or incurred by the Customer and arising as a result of any breach by the Provider of Clause 12.2(e) (a "Provider Indemnity Event").

13.4   The Customer will:

 (a)   upon becoming aware of an actual or potential Provider Indemnity Event, notify the Provider;

(b)   provide to the Provider all reasonable assistance in relation to the Provider Indemnity Event;

(c)   allow the Provider the exclusive conduct of all disputes, proceedings, negotiations and settlements relating to the Provider Indemnity Event; and

(d)   not admit liability in connection with the Provider Indemnity Event or settle the Provider Indemnity Event without the prior written consent of the Provider.

14 Limitations and exclusions of liability

14.1   Notwithstanding any other provisions of this Agreement, nothing in this Clause 14 shall operate to limit or exclude:

14.1.1   the liability of either party for death or personal injury caused by its negligence or for fraud or in respect of any other liability which by law cannot be excluded or restricted; or

14.1.2   the Provider's liability under the indemnity in Clause 8.4 above (Intellectual Property Rights).

14.2   Subject to Clauses 14.1 above and 14.3 below, each party's aggregate liability to the other party in respect of all losses, liabilities or damage suffered by the other party under or in connection this Agreement shall not exceed the greater of (a) the total charges paid and payable to the Provider under this Agreement or (b) £1,000,000 (one million GBP).

14.3   Notwithstanding anything else contained in this Agreement but without prejudice to Clause 14.1 above, neither party shall be liable to the other party for any indirect or consequential loss or damage suffered or incurred by the other party howsoever arising under or in connection with this Agreement.

15 Data protection

15.1   The Customer warrants that it has the legal right to disclose all Personal Data that it does in fact disclose to the Provider under or in connection with this Agreement.

15.2   The Provider warrants that:

(a)   it will act only on instructions from the Customer in relation to the processing of any Personal Data performed by the Provider on behalf of the Customer; and

(b)   it has in place appropriate security measures (both technical and organisational) against unlawful or unauthorised processing of Personal Data and against loss or corruption of Personal Data processed by the Provider on behalf of the Customer.

16 Confidentiality and publicity

16.1   The Provider will:

 (a)   keep confidential and not disclose the Customer Confidential Information to any person save as expressly permitted by this Clause 16;

(b)   protect the Customer Confidential Information against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care; and

(c)   without prejudice to the generality of Clause 16.1(b), deploy and maintain the security systems and technologies detailed in Schedule [1] in relation to the Customer Confidential Information held on the Platform.

16.2   The Customer will:

(a)   keep confidential and not disclose the Provider Confidential Information to any person save as expressly permitted by this Clause 16;

(b)   protect the Provider Confidential Information against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care.

16.3   Confidential Information of a party may be disclosed by the other party to that other party's officers, employees, agents, insurers and professional advisers, provided that the recipient is bound in writing to maintain the confidentiality of the Confidential Information disclosed.

16.4   The obligations set out in this Clause 16 shall not apply to:

(a)   Confidential Information that is publicly known (other than through a breach of an obligation of confidence);

(b)   Customer Confidential Information that is in possession of the Provider prior to disclosure by the Customer, and Provider Confidential Information that is in possession of the Customer prior to disclosure by the Provider;

(c)   Customer Confidential Information that is received by the Provider, and Provider Confidential Information that is received by the Customer, from an independent third party who has a right to disclose the relevant Confidential Information; or

(d)   Confidential Information that is required to be disclosed by law, or by a governmental authority, stock exchange or regulatory body, provided that the party subject to such disclosure requirement must where permitted by law give to the other party prompt written notice of the disclosure requirement.

16.5   Neither party will not make any public disclosure relating to this Agreement (including press releases, public announcements and marketing materials) without the prior written consent of the other party.

17 Termination

17.1   Either party may terminate this Agreement immediately by giving written notice to the other party if the other party:

(a)   commits any material breach of any term of this Agreement, and:

(i)   the breach is not remediable; or

(ii)   the breach is remediable, but the other party fails to remedy the breach within [60] days of receipt of a written notice requiring it to do so; or

(b)   persistently breaches the terms of this Agreement (irrespective of whether such breaches collectively constitute a material breach).

17.2   Either party may terminate this Agreement immediately by giving written notice to the other party if:

(a)   the other party:

(i)   is dissolved;

(ii)   ceases to conduct all (or substantially all) of its business;

(iii)   is or becomes unable to pay its debts as they fall due;

(iv)   is or becomes insolvent or is declared insolvent; or

(v)   convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;

(b)   an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;

(c)   an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under this Agreement); or

(d)   (where that other party is an individual) that other party dies, or as a result of illness or incapacity becomes incapable of managing his or her own affairs, or is the subject of a bankruptcy petition or order.

17.3   Either party may terminate this Agreement by giving at least 90 days' written notice of termination to the other party after the end of the Minimum Term.

17.4   If the Provider stops or makes a good faith decision to stop operating the Platform generally, then the Provider may terminate this Agreement by giving at least 180 days' written notice of termination to the Customer.

17.5   The Provider may terminate the Agreement immediately by giving written notice of termination to the Customer where the Customer fails to pay to the Provider any amount due to be paid under the Agreement by the due date.

18   Effects of termination

18.1   Upon termination of this Agreement, all the provisions of this Agreement will cease to have effect, save that the following provisions of this Agreement will survive and continue to have effect (in accordance with their terms or otherwise indefinitely): Clauses 1, 10.5, 13, 16.1 to 16.4, 18 and 21.

18.2   Termination of this Agreement will not affect either party's accrued liabilities and rights as at the date of termination.

18.3   Subject to Clause 18.5, within [30] days following the termination of the Agreement, the Provider will:

(a)   irrevocably delete from the Platform all Customer Confidential Information; and

(b)   irrevocably delete from its other computer systems all Customer Confidential Information, and return to the Customer or dispose of as the Customer may instruct all documents and materials containing Customer Confidential Information.

18.4   Subject to Clause 18.5, within [30] days following the termination of this Agreement, the Customer will:

(a)   return to the Provider or dispose of as the Provider may instruct all documents and materials containing Provider Confidential Information; and

(b)   irrevocably delete from its computer systems all Provider Confidential Information.

18.5   A party may retain any document (including any electronic document) containing the Confidential Information of the other party after the termination of this Agreement if:

(a)   that party is obliged to retain such document by any law or regulation or other rule enforceable against that party; or

(b)   the document in question is a letter, fax, email, order confirmation, invoice, receipt or similar document addressed to the party retaining the document.

19 Notices

19.1   Any notice given under this Agreement must be in writing (whether or not described as "written notice" in this Agreement) and must be delivered personally, sent by recorded signed-for post, or sent by email, for the attention of the relevant person, and to the relevant address or email address given below (or as notified by one party to the other in accordance with this Clause).

The Provider

Zengenti Limited, Moor Hall, Cleedownton, Ludlow, Shropshire SY8 3EG The Customer

[addressee, address, and if necessary email address]

19.2   A notice will be deemed to have been received at the relevant time set out below (or where such time is not within Business Hours, when Business Hours next begin after the relevant time set out below):

(a)   where the notice is delivered personally, at the time of delivery;

(b)   where the notice is sent by recorded signed-for post, 48 hours after posting; and

(c)   where the notice is sent by email, at the time of the transmission (providing the sending party retains evidence of the transmission).

20 Force Majeure Event

20.1   Where a Force Majeure Event gives rise to a failure or delay in either party performing its obligations under this Agreement (other than obligations to make payment), those obligations will be suspended for the duration of the Force Majeure Event.

20.2   A party who becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in performing its obligations under this Agreement, will:

(a)   forthwith notify the other; and

 (b)   will inform the other of the period for which it is estimated that such failure or delay will continue.

20.3   The affected party will take reasonable steps to mitigate the effects of the Force Majeure Event.

21 General

21.1   No breach of any provision of this Agreement will be waived except with the express written consent of the party not in breach.

21.2   If a Clause of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other Clauses of this Agreement will continue in effect. If any unlawful and/or unenforceable Clause would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the Clause will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant Clause will be deemed to be deleted).

21.3   Nothing in this Agreement will constitute a partnership, agency relationship or contract of employment between the parties.

21.4   This Agreement may not be varied except in accordance with Clause 11 or by a written document signed by or on behalf of each of the parties.

21.5   Each party hereby agrees that the other party may freely assign any or all of its contractual rights and/or obligations under this Agreement to any Affiliate of the assigning party or any successor to all or a substantial part of the business of the assigning party from time to time. Save as expressly provided in this Clause or elsewhere in this Agreement, neither party

may without the prior written consent of the other party assign, transfer, charge, license or otherwise dispose of or deal in this Agreement or any contractual rights or obligations under this Agreement.

21.6   Neither party will, without the other party's prior written consent, either during the term of this Agreement or within 12 months after the date of effective termination of this Agreement, engage, employ or otherwise solicit for employment any employee, agent or contractor of the other party who has been involved in the performance of this Agreement.

21.7   Each party agrees to execute (and arrange for the execution of) any documents and do (and arrange for the doing of) any things reasonably within that party's power, which are necessary to enable the parties to exercise their rights and fulfil their obligations under this Agreement.

21.8   This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

21.9   This Agreement will be governed by and construed in accordance with the laws of England and Wales; and the courts of England will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.

The parties have indicated their acceptance of this Agreement by executing it below.

EXECUTION:

SIGNED by [name of signatory] duly authorised for and on behalf of Zengenti Limited

....

Date:

SIGNED by [name of signatory] duly authorised for and on behalf of the Customer

....

Date:

Zengenti

Address

Zengenti Ltd.
Moor Hall
Cleedownton
Ludlow
Shropshire
SY8 3EG

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