APPVIA LTD

PROFESSIONAL SERVICES AGREEMENT

This Agreement (as defined below) together with specific Statements of Work (as defined below) set out the terms on which we (Appvia Ltd, incorporated and registered in England and Wales under company number 10653692 and whose registered office is at Cap House Ground Floor, 9-12 Long Lane, London, England, EC1A 9HA ("**Appvia**")) agree to provide you (the "**Customer**", as defined below) with Services (as defined below).

The parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 The following definitions and rules of interpretation apply for the purposes of the Agreement:

"**Agreement**" means these terms and conditions (including the Schedules).

"**Applicable Laws**" means all applicable laws, statutes, regulations and codes from time to time in force.

"**Applicable Data Protection Laws**" means: (i) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data; and (ii) to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which Appvia is subject, which relates to the protection of personal data.

"**Appvia Background IPRs**" means all Intellectual Property Rights that are owned by or licensed to Appvia, and which are or have been developed independently of this Contract.

"**Appvia Materials**" has the meaning given to it in clause 4.1(f).

"**Business Day**" means a day other than a Saturday, Sunday or public holiday in England.

"**Business Hours**" means 9.00 am to 5.00 pm local UK time, each Business Day.

"**Charges**" means the charges payable by the Customer for the supply of the Services in accordance with clause 5.

"**Confidential Information**" means information that is proprietary or confidential and is either clearly labelled as such, identified as confidential information or would be regarded as confidential by a reasonable business person, including but not limited to the operations, processes, product information, know-how, designs, trade secrets or software of Appvia.

"**Contract**" has the meaning given to it in clause 2.4.

"**Contract Year**" means each successive 12-month period commencing on the Effective Date or any anniversary thereof.

"**Customer**" means the party set out on the Statement of Work to whom Appvia will provide the Services in accordance with the terms of the Contract.

"**Customer Background IPRs**" means all Intellectual Property Rights in the Customer Materials.

"**Customer Data**" means any personal data provided by the Customer to Appvia in the course of the provision of the Services.

"**Customer Default**" has the meaning given to it in clause 4.2.

"**Customer Materials**" means all materials, equipment and tools, drawings, specifications and data supplied by the Customer to Appvia.

"**Deliverables**" means the deliverables set out in a Statement of Work to be produced by Appvia for the Customer in the course of the provision of the Services.

"**Effective Date**" means the date identified on the Statement of Work as the 'Effective Date'.

"**EU GDPR**" means the General Data Protection Regulation (*(EU) 2016/679*).

"**Force Majeure Event**" means an event beyond the reasonable control of Appvia, including but not limited to flood, fire, explosion, the elements, epidemic, pandemic, disease, war, civil commotion, terrorist activity, government acts, shortage of raw materials, power or fuel, or breakdown of plant or machinery, computer, software and hardware failure, or any failure in a communications network.

"**Foreground IPRs**" means all Intellectual Property Rights in the Deliverables, other than the Appvia Background IPRs.

"**Intellectual Property Rights**" means patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

"**Material Breach**" means a breach of this Contract that:
(a) goes to the root of the Contract or substantially defeats its commercial purpose;
(b) causes or is likely to cause substantial harm to the non-breaching party;
(c) involves a failure to perform a fundamental obligation under this Contract; or
(d) in the case of a breach capable of remedy, remains unremedied for 30 days after written notice specifying the breach and requiring its remedy.

"**Purpose**" means the purposes for which the Customer Data is processed, as set out in clause 7.7(a).

"**Quarter**" means each period of three calendar months ending on 31 March, 30 June, 30 September and 31 December.

"**Statement of Work**" ("**SOW**") means the SOW/Quote/Order Form setting out the services to be delivered by Appvia and related matters.

"**Services**" means the Services, including the Deliverables, supplied by Appvia to the Customer as set out in the Specification, pursuant to a SOW.

"**Specification**" means the description or specification of the Services set out in the Statement of Work.

"**Term**" has the meaning given to it in clause 10.1.

"**UK GDPR**" has the meaning given to it in the Data Protection Act 2018.

"**VAT**" means United Kingdom value added tax, any other tax imposed in substitution for it and any equivalent or similar tax imposed outside the United Kingdom.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of the Agreement. References to clauses are to the clauses of this Agreement and references to paragraphs are to paragraphs of the Schedule. The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

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 Words in the singular shall include the plural and vice versa. A reference to one gender shall include a reference to the other genders.

1.5 Any reference to any statute, enactment, order, regulation or other similar instrument will be construed as a reference to the statute, enactment, order, regulation or instrument as amended or replaced by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.6 Any phrase introduced by the words "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative only and shall not be construed as limiting the generality of any preceding words.

1.7 A reference to writing or written includes e-mail.

2. BASIS OF CONTRACT

2.1 The Customer shall be entitled from time to time to request in writing the provision of Services from Appvia.

2.2 Within a reasonable period of time following a request by the Customer, Appvia shall either:

(a) complete and submit a draft SOW to the Customer for its approval; or

(b) notify the Customer that it is not able to provide the Services.

2.3 A SOW shall not enter into force, be legally binding or have any other effect unless:

(a) it has been signed by the Customer and Appvia; or

(b) the Customer requests Appvia to commence the Services.

2.4 Each SOW forms a separate contract between the Customer and Appvia incorporating this Agreement (a "**Contract**").

3. SUPPLY OF SERVICES

3.1 Appvia shall supply the Services to the Customer in accordance with the Specification in all material respects.

3.2 Appvia shall use all reasonable endeavours to meet any performance dates specified in the Specification, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

3.3 Appvia reserves the right to amend the Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and Appvia shall notify the Customer in any such event.

3.4 Appvia warrants to the Customer that the Services will be provided using reasonable care and skill.

4. CUSTOMER'S OBLIGATIONs

4.1 The Customer shall:

(a) ensure that the terms of the Statement of Work and any information it provides in the Specification are complete and accurate;

(b) co-operate with Appvia in all matters relating to the Services and, in particular, provide all necessary information;

(c) provide Appvia, its employees, agents, consultants and subcontractors, with access to the Customer's premises (if required in line with the delivery of the service), office accommodation and other facilities as reasonably required by Appvia;

(d) provide Appvia with such Customer Materials as Appvia may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;

(e) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and

(f) keep all materials, equipment, documents and other property of Appvia (the "**Appvia Materials**") provided to the Customer by Appvia at the Customer's premises in safe custody at its own risk, maintain the Appvia Materials in good condition until returned to Appvia, and not dispose of or use the Appvia Materials other than in accordance with Appvia's written instructions or authorisation.

4.2 If the Customer's act, omission, or failure to perform prevents or delays Appvia's performance (a "**Customer Default**"):

(a) without limiting or affecting any other right or remedy available to it, Appvia shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays Appvia's performance of any of its obligations;

(b) Appvia shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Appvia's failure or delay to perform any of its obligations as set out in this clause 4.2; and

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(c) the Customer shall reimburse Appvia on written demand for any costs or losses sustained or incurred by Appvia arising directly or indirectly from the Customer Default.

5. CHARGES AND PAYMENT

5.1 The Charges for the Services shall be set out in the SOW (where the Services are provided for a fixed price) or calculated on a time and materials basis:

(a) the Charges shall be calculated in accordance with Appvia's daily fee rates, as set out **in** the Statement of Work;

(b) Appvia's daily fee rates for each individual are calculated on the basis of that individual working all Business Hours on a Business Day;

(c) Appvia shall be entitled to charge an overtime rate of 150% of the daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in clause 5.1(b); and

(d) Appvia shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom Appvia engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Appvia for the performance of the Services, and for the cost of any materials.

5.2 Appvia shall invoice the Customer in the frequency set out on the Statement of Work.

5.3 The Customer shall pay each invoice submitted by Appvia:

(a) within 30 days of the date of the invoice; and

(b) in full and in cleared funds to a bank account nominated in writing by Appvia, and

time for payment shall be of the essence of the Contract.

5.4 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of VAT. Where any taxable supply for VAT purposes is made under the Contract by Appvia to the Customer, the Customer shall, on receipt of a valid VAT invoice from Appvia, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

5.5 If the Customer fails to make a payment due to Appvia under the Contract by the due date, then, without limiting any other remedy available to Appvia, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgement. Interest will accrue daily at 4% per annum above the Bank of England's base rate (minimum 4% per annum).

5.6 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6. INTELLECTUAL PROPERTY RIGHTS

6.1 Appvia and its licensors shall retain ownership of all Appvia Background IPRs. The Customer and its licensors shall retain ownership of all Customer Background IPRs and the Customer shall own all Foreground IPRs.

6.2 Appvia grants the Customer a fully paid-up, worldwide, non-exclusive, royalty-free perpetual licence to use the Appvia Background IPRs for receiving and using the Services and Deliverables.

6.3 Appvia assigns to the Customer, with full title guarantee and free from all third party rights, the Foreground IPRs, together with the right to sue for and recover damages or other relief in respect of infringement of the Foreground IPRs.

6.4 The Customer grants Appvia a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Foreground IPRs and the Customer Background IPRs during the Term for the purpose of providing the Services to the Customer in accordance with the Contract.

6.5 Appvia shall, as soon as reasonably practicable at the Customer's request, do (or procure the doing of) all such further acts and things and execute (or procure the execution of) all such other documents as the Customer may from time to time required for the purpose of securing for the Customer the full benefit of the Foreground IPRs.

6.6 Appvia shall obtain waivers of any moral rights in the Deliverables to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provision in any jurisdiction.

6.7 Appvia warrants that the receipt, use and onward supply of the Services by the Customer shall not infringe the rights, including any Intellectual Property Rights, of any third party.

6.8 Appvia shall not be in breach of the warranty at clause 6.7, and the Customer shall have no claim under the indemnity at clause 6.9, to the extent the infringement arises from:

(a) any modification of the Deliverables, IPRs or Services not made by or for Appvia; or

(b) compliance with the Customer's specifications or instructions, where infringement could not have been avoided while complying with such specifications or instructions.

6.9 Appvia will indemnify the Customer against direct losses from third-party IP infringement claims relating to the Services and Deliverables.

6.10 Liability under the indemnity in clause 6.9 is conditional on the Customer discharging the obligations set out in clauses 6.10(a) to (d). If any third party makes a claim, or notifies an intention to make a claim, against the Customer which may reasonably be considered likely to give rise to a liability under this indemnity (an "**IPRs Claim**"), the Customer shall:

(a) as soon as reasonably practicable, give written notice of the IPRs Claim to Appvia, specifying the nature of the IPRs Claim in reasonable detail;

(b) not make any admission of liability, agreement or compromise in relation to the IPRs Claim without the prior written consent of Appvia (such consent not to be unreasonably conditioned, withheld or delayed);

(c) give Appvia and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Customer, so as to

enable Appvia and its professional advisers to examine them and to take copies (at Appvia's expense) for the purpose of assessing the IPRs Claim; and

(d) subject to Appvia providing security to the Customer's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, take such action as Appvia may reasonably request to avoid, dispute, compromise or defend the Claim.

7. DATA PROTECTION

7.1 For the purposes of this clause 7, the terms **controller**, **processor**, **data subject**, **personal data**, **personal data breach** and **processing** shall have the meaning given to them in the UK GDPR.

7.2 Both parties will comply with all applicable requirements of Applicable Data Protection Laws. This clause 7 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.

7.3 The parties have determined that, for the purposes of Applicable Data Protection Laws, Appvia shall process any Customer Data as a processor on behalf of the Customer.

7.4 Should the determination in clause 7.3 change, then each party shall work together in good faith to make any changes which are necessary to this clause 7 or the related Schedules.

7.5 Without prejudice to the generality of clause 7.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Customer Data and to Appvia for the duration and purposes of this Contract.

7.6 In relation to the Customer Data, Schedule 1 sets out the scope, nature and purpose of processing by Appvia, the duration of the processing and the types of personal data and categories of data subject.

7.7 Without prejudice to the generality of clause 7.2, Appvia shall, in relation to Customer Data:

(a) process Customer Data only on the Customer's documented instructions as set out in Schedule 1, unless required by law. Where processing is required by law, Appvia will notify the Customer in advance unless prohibited by law on public interest grounds. Appvia shall inform the Customer if, in the opinion of Appvia, the instructions of the Customer infringe Applicable Data Protection Laws;

(b) implement technical and organisational measures to protect against unauthorised or unlawful processing of Customer Data and against accidental loss or destruction of, or damage to, Customer Data, which are appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;

(c) ensure that any personnel engaged and authorised by Appvia to process Customer Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;

(d) assist the Customer insofar as this is possible (taking into account the nature of the processing and the information available to Appvia), and at the Customer's cost and written request, in responding to any request from a data subject and in ensuring the Customer's compliance with its obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(e) notify the Customer without undue delay on becoming aware of a personal data breach involving the Customer Data;

(f) at the written direction of the Customer, delete or return Customer Data and copies thereof to the Customer on termination of the Contract unless Appvia is required by Applicable Law to continue to process that Customer Personal Data. For the purposes of this clause 7.7(f) Customer Data shall be considered deleted where it is put beyond further use by Appvia; and

(g) maintain records to demonstrate its compliance with this clause 7 and allow for reasonable audits of such records by the Customer or the Customer's designated auditor, for this purpose, on reasonable written notice.

7.8 The Customer hereby provides its prior, general authorisation for Appvia to:

(a) appoint processors to process the Customer Data, provided that Appvia:

(i) ensures that the terms on which it appoints such processors comply with Applicable Data Protection Laws, and are consistent with the obligations imposed on Appvia in this clause 7;

(ii) shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of Appvia; and

(iii) shall inform the Customer of any intended changes concerning the addition or replacement of the processors, thereby giving the Customer the opportunity to object to such changes provided that if the Customer objects to the changes and cannot demonstrate, to Appvia's reasonable satisfaction, that the objection is due to an actual or likely breach of Applicable Data Protection Law, the Customer shall indemnify Appvia for any losses, damages, costs (including legal fees) and expenses suffered by Appvia in accommodating the objection; and

(b) transfer Customer Data outside of the UK as required for the Purpose, provided that Appvia shall ensure that the following conditions are fulfilled:

(i) the Customer or Appvia has provided appropriate safeguards in relation to the transfer;

(ii) the data subject has enforceable rights and effective legal remedies;

(iii) Appvia complies with its obligations under the Applicable Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and

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(iv) Appvia complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data.

For these purposes, the Customer shall promptly comply with any reasonable request of Appvia, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the Commissioner from time to time (where the UK GDPR applies to the transfer).

8. CONFIDENTIALITY

8.1 Each party may have access to Confidential Information of the other party under the Contract. A party's Confidential Information shall not include information that:

(a) is or becomes publicly known through no act or omission of the receiving party; or

(b) was in the other party's lawful possession prior to the disclosure; or

(c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or

(d) is independently developed by the receiving party, which independent development can be shown by written evidence.

8.2 Subject to clause 8.4 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 the Contract.

8.3 Each party agrees to 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 the Contract.

8.4 A party may disclose Confidential Information when required by law or court order, provided it gives maximum permitted notice to the other party and considers their reasonable requests about the disclosure content.

8.5 This clause 8 shall survive termination of the Contract for any reason.

9. LIMITATION OF LIABILITY

9.1 Except as expressly and specifically provided in the Contract, all warranties, conditions and other terms implied by statute, common law or otherwise are, to the fullest extent permitted by law, excluded from the Contract.

9.2 Nothing in the Contract excludes the liability of Appvia:

(a) for death or personal injury caused by Appvia's negligence; or

(b) for fraud or fraudulent misrepresentation; or

(c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

9.3 Subject to clause 9.2, Appvia shall not in any circumstances be liable, whether in tort (including for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for:

(a) loss of profits; or

(b) loss of sales or business; or

(c) loss of or damage to goodwill; or

(d) loss of agreements or contracts; or

(e) loss of anticipated savings; or

(f) loss of data or corruption of data; or

(g) indirect or consequential loss.

9.4 Appvia's total aggregate liability in contract, tort (including without limitation negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising under or in connection with any Statement of Work shall in all circumstances be limited to the lower of:

(a) the value of the Charges paid by the Customer to Appvia in respect of that Statement of Work; or

(b) £10,000.

9.5 No claim may be brought against Appvia:

(a) unless the aggregate amount of the claim exceeds £2,500; or

(b) more than 12 months after the Customer becomes aware, or ought reasonably to have become aware, of the facts giving rise to the claim.

10. TERM AND TERMINATION

10.1 The Contract shall, unless otherwise terminated as provided in this clause 10, commence on the Effective Date and continue until the date on which Appvia completes the provision of the Services in accordance with the Specification, whereupon it shall terminate automatically (the "**Term**").

10.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if the other party:

(a) fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment; or

(b) commits a material breach of any other term of the Contract where such breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so; or

(c) enters administration, liquidation, receivership, or ceases business (except for solvent restructuring), or equivalent procedures in other jurisdictions;

(d) suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

10.3 Expiry or termination of a Contract by either party shall not automatically terminate any other Contract between the parties which is outstanding at the date of expiry or termination, and any outstanding Contract shall continue for the relevant Term or until that Contract has been terminated. However, if either party exercises its rights under clause 10.2 in relation to one Contract, it may also at

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its sole discretion terminate any other Contract between the parties with effect from the same date.

10.4 Without affecting any other right or remedy available to it, Appvia may suspend the supply of Services under the Contract if:

(a) the Customer fails to pay any amount due under the Contract on the due date for payment; or

(b) the Customer becomes subject to any of the events listed in clause 10.2(d), or Appvia reasonably believes that the Customer is about to become subject to any of them; or

(c) Appvia reasonably believes that the Customer is about to become subject to any of the events listed in clause 10.2(c).

10.5 On termination or expiry of a Contract for any reason:

(a) the Customer shall immediately pay Appvia all Appvia's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Appvia shall submit an invoice, which shall be payable by the Customer within 30 days of the date of such invoice; and

(b) the Customer shall return all of the Appvia Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then Appvia may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

10.6 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

10.7 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

11. FORCE MAJEURE

11.1 Appvia shall have no liability to the Customer under the Contract if it is prevented from or delayed in performing its obligations under the Contract, or from carrying on its business, by a Force Majeure Event, provided that the Customer is notified of such an event and its expected duration.

12. NOTICES

12.1 Any notice required to be given under the Contract shall be in writing and shall be:

(a) delivered by hand;

(b) sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in the SOW, or such other address as may have been notified by that party for such purposes; or

(c) sent by email to the email address given in the SOW for the Customer and Appvia (as applicable).

12.2 A notice shall be deemed to have been received:

(a) if sent by hand, when delivered (or if delivery is not during Business Hours, at the commencement of

Business Hours the following Business Day following delivery);

(b) if correctly addressed and sent by pre-paid first-class post or recorded delivery post, two Business Days after posting; or

(c) if sent by email, provided no error or delivery failure message is received, at the time of sending if sent during Business Hours in the place of receipt or, if outside Business Hours in the place of receipt, at the commencement of Business Hours the following Business Day after sending.

13. GENERAL

13.1 **Survival.** Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Contract shall remain in full force and effect.

13.2 **Variation.** No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

13.3 **No waiver**. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

13.4 **Rights and remedies.** Except as expressly provided in the Contract, the rights and remedies provided under the Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

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

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

13.7 **Assignment.** Neither party shall, without the prior written consent of the other party (not to be unreasonably withheld or delayed), assign, transfer, charge or deal in any other manner with all or any of its rights or obligations under the Contract provided that Appvia shall have the right to subcontract the exercise of its rights and performance of its obligations under the Contract to third parties.

13.8 **No partnership.** Nothing in the Contract 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).

13.9 **Disputes**. Disputes will be escalated as follows: first to Appvia's Account Manager (14 days), then following written **Dispute Notice** to both parties' CEOs (7 days). Nothing in this clause 13.9 shall prevent either party from instigating legal proceedings where an order for an injunction, disclosure or legal precedent is required.

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

13.11 Conflict. If there is an inconsistency between any of the provisions of the Contract and the provisions of the Statement of Work, the provisions of the Statement of Work shall prevail.

13.12 **Governing law.** The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England.

13.13 **Jurisdiction.** Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 1

PROCESSING, PERSONAL DATA AND DATA SUBJECTS

Scope and purpose of processing

Appvia will process the Customer Data in order to provide the Services to the Customer.

Nature

Storage and transfer of the Customer Data for the purposes of providing the Services.

Duration of the processing

Appvia will process the Customer Data for the Term and as necessary thereafter solely as required by the Applicable Data Protection Legislation and any Applicable Laws.

Types of personal data

Names, addresses, e-mail addresses, phone numbers.

Categories of data subject

The officers, employees and agents of the Customer and its commercial partners.