

<b>CUSTOMER</b>	<b>(Customer)</b>	
<b>COMMENCEMENT DATE</b>		
<b>DURATION</b>	Initial Term of one years, thereafter renewed Annually	
<b>SERVICES</b>	<b>MinutePad Service</b>	
	<b>Extra Services (if required)</b>	Implementation/Training (1 day)
<b>FEES</b>		
<b>FEE PAYMENT FREQUENCY</b>	The Fee is payable annually in advance.	
<b>ANY OTHER PROVISIONS</b>	<ul style="list-style-type: none"> <li>• Band B - £2,520 (up to 70 meetings)</li> <li>•</li> </ul>	
<b>SIGNED FOR AND ON BEHALF OF CUSTOMER BY:</b>	..... NAME:.....	
<b>SIGNED FOR AND ON BEHALF OF TEAMSOLUTIONZ LTD BY:</b>	..... NAME:.....	

## 1. DEFINITIONS

1.1 In this Agreement the following words shall have the following meanings:

**Additional Licence** means any further licence(s) purchased in addition to the licences recorded in the Order Form.

**Commencement Date** means the date stated as such in the Order Form.

**Customer Data** means any and all data, information and material entered by or on behalf of the Customer and/or any User into the MinutePad Service.

**Customer IPRs** means any Intellectual Property Rights (a) in the Customer Data and/or (b) belonging or licensed to the Customer, the use of which by TeamSolutionz is required in order to enable TeamSolutionz to provide the MinutePad Service. Customer IPRs do not include any Intellectual Property Rights licensed to the Customer by TeamSolutionz under the terms of this Agreement.

**DPA** means the Data Protection Act 1998, the Privacy and Electronic Communications Regulations 2003 and (upon implementation of the same) the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679).

**Extra Services** means the services described at clause 2.3.

**Fees** means the fees payable by the Customer to TeamSolutionz in accordance with this Agreement, as set out in the Order Form.

**Initial Term** means the period stated as such on the Order Form.

**Intellectual Property Rights** means patents, patent applications, and patent rights, copyrights, copyright applications, and copyright registrations, trademarks, trademark applications, trademark registrations, and trademark rights, trade secrets, and all other intellectual property and proprietary information rights as may exist now or hereafter come into existence, all modifications, continuations, renewals, and extensions of any of the foregoing, and all claims, actions, causes of action, damages, costs, expenses, profits, penalties, recoveries, and remedies relating to any past, present, or future infringement of any of the foregoing, arising under the laws of any country, state, or jurisdiction in the world.

**MinutePad Service** means the business meeting communication and management system provided as software as a service by TeamSolutionz to the Customer and Users.

**Normal Business Hours** means Monday to Friday, 8.30 am – 5.30 pm (UK time), excluding UK public and bank holidays.

**Order Form** means the order form agreed by TeamSolutionz and the Customer, which is incorporated into, and detailed at, the beginning of this Agreement.

**Parties** means the parties to this Agreement and **Party** shall mean either of them.

**Renewal Period** means the 12-month period described in clause 8.1.

**Standard Rates** means the standard rates charged by TeamSolutionz from time to time for work done on a time and material basis.

**Service Definition** means the description of the MinutePad Service, a copy of which is annexed to this Agreement.

**Term** means the term of this Agreement, being the Initial Term and any subsequent Renewal Periods.

**Third Party** means any third party licensing or providing directly or indirectly to TeamSolutionz any element of MinutePad (including any component service, software, hardware or facility).

**Third Party IP** means any Intellectual Property Rights in any element of MinutePad (including any component service, software, hardware or facility), belonging to or licenced to TeamSolutionz by a Third Party.

**Third Party Licence** means any agreement between TeamSolutionz and a Third Party

**Users** means end users who use MinutePad to participate in meetings.

**User Subscription** the number of Users and Customers for which the Customer has purchased licences, as stipulated in the Order Form.

- 1.2 In this Agreement a reference to a Clause means a reference to a clause of this Agreement. The clause headings are included for convenience only and shall not affect the interpretation of this Agreement. Use of the singular includes the plural and vice versa and use of any gender includes the other genders. Any reference to legislation shall be construed as referring to such legislation as amended and enforced from time to time. Any phrase introduced by the term **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

## 2. SERVICES

- 2.1. TeamSolutionz shall, from the Commencement Date and for the duration of the Term, provide the MinutePad Service to the Customer on and subject to the terms of this Agreement.

- 2.2. In providing the MinutePad Service TeamSolutionz shall use all reasonable endeavours to meet the Service Definition's commitments relating to back-up, restore and disaster recovery, onboarding and offboarding, service management and support.
- 2.3. Where the Customer requires any extra services which fall outside the scope of the MinutePad Service, the Customer shall issue a written request to TeamSolutionz. If TeamSolutionz accepts the request, it shall provide the Customer with a cost estimate and timetable for the services required (such services, **Extra Services**). Extra Services may also be described in the Order Form. Upon notification of the Customer's approval, TeamSolutionz shall commence the provision of the Extra Services in accordance with the timetable. The Customer shall pay TeamSolutionz in accordance with the agreed cost estimate and the provisions of Clause 4.
- 2.4. The Customer undertakes to procure, and acknowledges that TeamSolutionz' ability to provide the MinutePad Service is dependent upon:
  - 2.4.1. The Customer's acceptance of the constraints detailed in the Service Definition;
  - 2.4.2. the Customer's fulfilment of its responsibilities as detailed in the Service Definition;
  - 2.4.3. the reasonably full and timely co-operation of the Customer;
  - 2.4.4. the accuracy and completeness of any information and data the Customer provides to TeamSolutionz;
  - 2.4.5. the Customer's network and systems compliance with the relevant specifications provided by TeamSolutionz from time to time; and
  - 2.4.6. the Customer's procuring and maintaining its network connections and telecommunications links (including any service networks and/or infrastructure) from its systems to Third Party data centres, and resolving all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

### 3. **ADDITIONAL LICENCES**

- 3.1 The Customer may, from time to time during the Term, increase the permitted number of named users accessing MinutePad at any time by purchasing an upgrade to its User Subscription (each such upgrade an **Additional Licence**). If the Customer wishes to purchase an Additional Licence, the Customer shall notify TeamSolutionz in writing and TeamSolutionz will confirm the cost of the Additional Licences in writing.
- 3.2 If the Customer accepts the cost of the Additional Licences, the Customer shall, within thirty (30) calendar days of receipt of TeamSolutionz's invoice, pay TeamSolutionz the relevant fees. If such a request is purchased by the Customer part way through the Initial Term or any

Renewal Period), such fees shall be pro-rated for the remainder of the Initial Term or the then current Renewal period, as applicable.

3.3 Subject to clause 3.4, if the Customer exceeds the User Subscription without purchasing an upgrade in accordance with clause 3.1, TeamSolutionz reserves the right to evaluate the Customer's requirement for an Additional Licence. Within five days of TeamSolutionz's notification that it has (acting reasonably) determined that the User Subscription has been exceeded, the Customer will either:

3.3.1 pay TeamSolutionz's invoice calculated in accordance with clause 3.2, as if the Customer has requested such an Additional Licence; or

3.3.2 decrease its User numbers to comply with the original User Subscription.

3.4 Notwithstanding clause 3.3, if the Customer repeatedly exceeds the User Subscription, TeamSolutionz reserves its right to either terminate or suspend the MinutePad Service until the invoice at 3.3.1 is paid. TeamSolutionz may exercise this right entirely at its own discretion and this right is without prejudice to any other remedies or damages to which TeamSolutionz may be entitled.

#### 4. **PRICES, TAXES AND PAYMENT**

4.1. TeamSolutionz may invoice for:

4.1.1. the MinutePad Service upon execution of this Agreement, and subsequently at the frequency stated in the Order Form;

4.1.2. the Extra Services at the end of each month;

4.1.3. any Additional Licence in accordance with clause 3.

4.2. Fees are fixed for the Initial Term. TeamSolutionz may increase the rates for subsequent Renewal Periods by notification to the Customer no later than one month before the end of the Initial Term or Renewal Periods. TeamSolutionz reserves the right to increase its Standard Rates at any time during the Term of the Agreement.

4.3. The Customer will pay each invoice for Fees and expenses within thirty (30) calendar days on receipt of the invoice. Time shall be of the essence in relation to the Customer's obligation to pay, and in the event that the Customer fails to pay any sum when due TeamSolutionz may immediately upon written notice and without liability:

4.3.1. suspend its obligations under this Agreement (and any such suspension will not constitute a termination of the Agreement). TeamSolutionz may require the Customer to pay a reconnection fee to recommence the provision of the MinutePad Service, together with all relevant Fees); and/or

- 4.3.2. terminate the licence granted at clause 5.1 of this Agreement, whereupon the Customer will promptly cease use of the MinutePad Service; and/or
- 4.3.3. charge the Customer interest on sums due in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, compounded monthly, from the due date for payment until payment has been made, together with any additional costs and expenses (including any reasonable legal costs) incurred by TeamSolutionz in recovering the sums due from the Customer.
- 4.4. All Fees and any additional charges shall be exclusive of value added tax or any other tax, duty, levy, fee or charge which shall be added to invoices at the rate applicable at the date of invoice and which shall be payable by the Customer.
- 5. **INTELLECTUAL PROPERTY RIGHTS AND MINUTEPAD LICENCE TERMS**
- 5.1. TeamSolutionz grants the Customer a personal, non-exclusive, non-transferable, non-assignable and (save as expressly stated at clause 5.1.2) non-sublicensable licence for the Term and subject to the terms of this Agreement:
  - 5.1.1. to use the MinutePad Service; and
  - 5.1.2. to sublicense the use of the MinutePad Service to Users.
- 5.2. The Customer shall be solely responsible for its actions and the actions of all Users while using the MinutePad Service. The Customer shall (and shall procure that any and all Users shall):
  - 5.2.1. not attempt to duplicate, modify or distribute any portion of the MinutePad Service;
  - 5.2.2. not reverse engineer, decompile, disassemble, or adapt any portion of The MinutePad Service (except as specifically permitted by applicable law);
  - 5.2.3. not use The MinutePad Service to provide software related services to third parties (other than Users) (including in the operation of a service bureau);
  - 5.2.4. not attempt to obtain, or assist others in obtaining, unauthorised access to The MinutePad Service;
  - 5.2.5. not remove any proprietary notices from The MinutePad Service;
  - 5.2.6. abide by all local and international laws and regulations applicable to the Customer's use of The MinutePad Service, including all laws regarding the transmission of technical data exported from the United Kingdom through The MinutePad Service;
  - 5.2.7. not upload or distribute in any way files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of The MinutePad Service or another's computer;

- 5.2.8. ensure that the administration functionality of The MinutePad Service is used in a proper manner by competent trained employees only or by persons under their supervision;
  - 5.2.9. not transmit or post any material that encourages conduct that could constitute a criminal offense or give rise to civil liability;
  - 5.2.10. not in any circumstances use, nor allow any third party to use, any "webcrawler", "crawler", "spider" or similar technology in relation to The MinutePad Service; or
  - 5.2.11. comply with all regulations, policies and procedures of networks connected to The MinutePad Service.
- 5.3. The Customer acknowledges and agrees that:
- 5.3.1. TeamSolutionz neither endorses the contents of any User communications nor assumes any responsibility for any threatening, libellous, obscene, harassing or offensive material contained in the MinutePad Service, any infringement of third party intellectual property rights arising from, or any crime facilitated by the MinutePad Service;
  - 5.3.2. the licence granted in clause 5.1 is subject to the Customer complying with the usage restrictions provided by the User Subscription;
  - 5.3.3. the Customer:
    - 5.3.3.1. is entirely responsible for any and all activities of Users; and
    - 5.3.3.2. agrees immediately to notify TeamSolutionz upon becoming aware of any unauthorised use of the MinutePad Service by any User and/or any other breach of security known to the Customer.
- 5.4. The Customer shall permit TeamSolutionz to audit the Customer's use of the MinutePad Service in order to establish the Customer's compliance with this clause 5. If any such audit reveals that the Customer has exceeded the User Subscription, the Customer agrees it may be required to purchase Additional Licences in accordance with Clause 3.3.
- 5.5. The Customer acknowledges that it hereby acquires only the right to access and use the MinutePad Service in accordance with this Agreement, and that all Intellectual Property Rights in the MinutePad Service (including in any software code) and all Intellectual Property Rights in the provision of any Extra Services shall remain vested in TeamSolutionz or where relevant TeamSolutionz's licensors. Nothing in this Agreement shall confer on the Customer or any User any right, title or interest in the MinutePad Service (except the rights of use as set out in this Agreement), or to any source code therein.

- 5.6. TeamSolutionz warrants that the Customer's use of Software, excluding any Third Party IP, will not infringe the Intellectual Property Rights of any third party. For the avoidance of doubt, TeamSolutionz shall have no liability in this regard in the event of any claim of infringement arising from:
- 5.6.1. TeamSolutionz's compliance with the designs, specifications, instructions, or technical information of the Customer or any third party expressly authorised by the Customer to provide such instruction or information to TeamSolutionz;
  - 5.6.2. modifications made by the Customer or a third party to the MinutePad Service; or
  - 5.6.3. the Customer's non-compliance with this Agreement.
- 5.7. The Customer warrants that it is able to grant to, and hereby grants to, TeamSolutionz for the Term a non-exclusive, world-wide, royalty-free licence to use the Customer's IPRs to the extent necessary for TeamSolutionz to perform its obligations under the Agreement. Customer warrants that TeamSolutionz's use of the Customer's IPRs shall not infringe the Intellectual Property Rights of any third party.

## 6. **WARRANTIES AND LIABILITY**

- 6.1. TeamSolutionz warrants to the Customer that:
- 6.1.1. TeamSolutionz will provide the MinutePad Service with reasonable care and skill and in accordance with generally recognised commercial practices and standards in the industry for similar services;
  - 6.1.2. the MinutePad Service will be provided to meet the requirements of this Agreement, including the requirements of the Service Definition as stated at clause 2;
  - 6.1.3. the MinutePad Service will be provided in accordance with all applicable legislation from time to time in force.
- 6.2. TeamSolutionz shall not be liable for any loss, expense, cost, liability or sum incurred (whether directly or indirectly) by the Customer and/or any third party as a result of any breach of this Agreement (including any breach of the warranties in this clause 6) and/or any negligent act to the extent that such act, breach and/or loss arises from the following:
- 6.2.1. the incorrect use, abuse or corruption of MinutePad by the Customer;
  - 6.2.2. any use of or access to the MinutePad Service by the Customer which is not expressly permitted by this Agreement;



- 6.2.3. the act or omission of any Third Party, provided that TeamSolutionz shall have the obligation to use commercially reasonable efforts to mitigate the effect of such act or omission as far as possible;
  - 6.2.4. any failure of the internet and/or any software or equipment of the Customer which enables access to MinutePad;
  - 6.2.5. any act or omission, or operation failure, of any website (including any software used in such website) which is co-hosted with MinutePad and/or with any website through which the Customer accesses MinutePad; and/or
  - 6.2.6. any unauthorised access to and/or use of any of TeamSolutionz's websites and/or MinutePad by a third party (whether by automated means or not).
- 6.3. TeamSolutionz makes no warranty or representation not expressly set forth in this Agreement. To the maximum extent permitted by law, and except for the warranties expressly set forth herein, TeamSolutionz disclaims any and all other warranties and conditions, whether express, implied, or statutory, including but not limited to implied warranties (if any) of merchantability, fitness for a particular purpose and satisfactory quality.
- 6.4. TeamSolutionz's liability will be limited as follows:
- 6.4.1. nothing in this Agreement shall limit TeamSolutionz's liability for death or personal injury caused by the negligence of TeamSolutionz or its employees, or for any liability which may not be limited under governing law;
  - 6.4.2. subject to clause 6.4.1 above, TeamSolutionz shall not be liable in contract, tort, or in relation to breach of statutory duty or any other right of action for the following losses:
    - 6.4.2.1. any economic losses, including loss of revenues, profits, contracts, goodwill, reputation, business, use of money or anticipated savings;
    - 6.4.2.2. loss of use or downtime;
    - 6.4.2.3. loss and/or destruction of data, to the extent that the data comprises data of the Customer (but for the avoidance of doubt any data inserted by any User during the course of their use of the MinutePad Service shall not be included in this exclusion);
    - 6.4.2.4. damages relating to the procurement by the Customer of any substitute products or services; and

- 6.4.2.5. any special, incidental, indirect or consequential losses (whether or not such loss or damage is of the type specified in clauses 6.4.2.1 to 6.4.2.4 above);
  - 6.4.3. subject to clause 6.4.1 above, the aggregate liability of TeamSolutionz in respect of any loss or damage suffered by the Customer and arising out of or in connection with this Agreement shall not exceed in the aggregate an amount equal to the amount of Fees paid to TeamSolutionz in the twelve months preceding the date of claim (and for the avoidance of doubt the Customer will act at all times to mitigate any such loss or damage).
- 6.5. The Customer agrees and acknowledges that:
  - 6.5.1. it is in a better position than TeamSolutionz to foresee and evaluate any potential damage or loss which the Customer may suffer in connection with MinutePad and/or the MinutePad Service;
  - 6.5.2. the Fees payable by the Customer have been calculated on the basis that TeamSolutionz shall exclude liability in accordance with the provisions of this clause 6; and
  - 6.5.3. the MinutePad Service are provided to the Customer on an “as is” basis.
- 6.6. In relation to Third Parties, the Customer acknowledges and accepts as reasonable that:
  - 6.6.1. TeamSolutionz excludes all liability to the maximum extent permitted by applicable law for any loss whatsoever incurred by the Customer as a result of any act or omission of any Third Party, or of the failure, suspension and/or termination of any facility or service provided by any Third Party, or the breach by any Third Party of any relevant Third Party Licence (each such act, omission, failure, suspension or termination a **Third Party Breach**); and
  - 6.6.2. any Third Party Breach shall not constitute a breach by TeamSolutionz of the provisions of this Agreement.
- 6.7. Each provision of this clause 6 shall be construed separately and shall continue and survive even if for any reason one or other of those provisions is held invalid or unenforceable in any circumstances.
- 7. **CONFIDENTIALITY AND DATA PROTECTION**
  - 7.1. In relation to either Party, **Confidential Information** as used in this Agreement shall mean any and all information relating to that Party (or to any holding company and/or subsidiary of that Party, as those terms are defined by the Companies Act 2006) which is disclosed before or after the Commencement Date by that Party (**Discloser**) to the other Party (**Recipient**), and which is

provided, either directly or indirectly, in writing, orally or by inspection, and being any and all information which is specified as confidential or which a reasonably prudent person should know is expected to be treated as confidential (including financial information, grant applications, reports, the proceedings of either party's business, documentation, notes, customer lists, business forecasts, sales and merchandising, and marketing plans and information). For the avoidance of doubt TeamSolutionz's Intellectual Property Rights (to the extent disclosed to the Customer) constitute Confidential Information of TeamSolutionz.

7.2. Each Party agrees that:

- 7.2.1. it will not use any Confidential Information of the other Party for any purpose other than the fulfilment of obligations imposed by this Agreement, nor disclose any such Confidential Information to any third party without the other Party's prior consent (and in the event that such consent is given, the Recipient will ensure, prior to such disclosure, that each such third party is made aware of the confidential nature of the Confidential Information and agrees in writing to be bound by conditions of secrecy no less strict than those set out in this Agreement);
- 7.2.2. it shall disclose Confidential Information of the other Party only to those of its employees who need to know such information, and that it will procure that such employees agree, either as a condition of employment or in order to obtain the Confidential Information, to be bound by terms and conditions substantially similar to those of this Agreement;
- 7.2.3. without affecting any rights or remedies that the Discloser may have, that damages would not be an adequate remedy for any breach by Recipient of the provisions of this Agreement. Consequently, Discloser shall be entitled to apply for the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this clause 7 by Recipient. No proof of special damages shall be necessary for the enforcement of this Agreement;
- 7.2.4. the Recipient will give notice to Discloser of any unauthorized use or disclosure of the Confidential Information by it, and/or any employee of it and/or any third party to whom it has disclosed Confidential Information, as soon as reasonably practicable after becoming aware of the same, and that it will provide all reasonable assistance to Discloser in remedying any such unauthorized use or disclosure of the Confidential Information; and
- 7.2.5. its obligations hereunder shall survive for a period of six years from the date of last disclosure to it of Confidential Information of the other Party.

7.3. Information shall not be deemed to be Confidential Information to the extent that:

- 7.3.1. it was in the public domain at or subsequent to the time it was communicated to Recipient by Discloser through no fault of Recipient;
  - 7.3.2. it was rightfully in Recipient's possession free of any obligation of confidence at or subsequent to the time it was communicated to Recipient by Discloser;
  - 7.3.3. it was communicated by the Discloser to an unaffiliated third party free of any obligation of confidence; or
  - 7.3.4. the communication was in response to a valid order by a court or other governmental body or was otherwise required by law.
- 7.4. The Parties agree that for the purposes of the DPA TeamSolutionz is acting as a data processor. Each of TeamSolutionz and the Customer shall in the performance of their obligations imposed by this Agreement at all times comply with any provision of the DPA (and/or any other applicable data protection legislation, whether currently in force or upon coming into force) which binds them (including in relation to the Customer Data).
- 7.5. As between the Customer and TeamSolutionz, the Customer shall own Customer Data. Except as permitted in this Agreement, TeamSolutionz will not edit, delete or disclose the contents of the Customer Data unless authorised by the Customer or unless TeamSolutionz is required to do so by law or in the good faith belief that such action is necessary to conform to applicable laws or comply with legal process served on TeamSolutionz.
- 7.6. The Customer warrants that it has obtained all necessary consents from Users for the processing of any and all personal data (including sensitive personal data) (as such term is defined in the DPA) by TeamSolutionz for the purposes of the performance of the Agreement.
- 7.7. The amount of memory available to the Customer will be capped at the amount detailed in section 6 of the Service Definition. This cap can be varied by negotiation by the Parties, including agreement of any extra charge levied by TeamSolutionz.
- 7.8. Team Solutionz shall not transfer data outside of the EEA without the express written consent of the customer.

## 8. **TERM AND TERMINATION**

- 8.1. Subject to earlier termination in accordance with this clause 8, this Agreement shall commence on the Commencement Date and continue for the Initial Term, and thereafter renew on an annual basis.
- 8.2. Either Party may terminate this Agreement:
  - 8.2.1. upon giving the other Party one month's written notice at any time;

8.2.2. forthwith if the other Party:

8.2.2.1. is in material default of any obligation imposed upon it by this Agreement, a notice of default has been served, and the defaulting Party has not cured such failure to the satisfaction of the non defaulting Party within fifteen (15) business days of receiving the notice of default; and/or

8.2.2.2. either becomes bankrupt or insolvent; or enters into any kind of composition, scheme of arrangement, compromise or arrangement involving that Party and its respective creditors generally (or any class of them) save for the purposes of a bona fide company reorganisation; or is unable to pay its debts; or has any steps taken against it to enforce any charge or other security over all or a substantial part of that Party, or any kind of attachment, distress or execution is levied, enforced or sued out on or against that Party or all or a substantial part of its property; or is the subject of a lawful appointment of an individual or entity with power to manage the affairs, business and property of that Party, or documents are filed with a court of competent jurisdiction for the appointment of such individual or entity, or notice of intention to appoint such individual or entity is given by that Party or its directors or by a Third Party entitled to make such an appointment; or is the subject of an order for the seizure of the assets or a substantial part thereof of that Party made by any court having jurisdiction.

8.3. Upon expiration or the earlier termination of this Agreement:

8.3.1. the licence granted in accordance with clause 5.1 of this Agreement will terminate, unless expressly otherwise agreed by TeamSolutionz in writing;

8.3.2. the provisions of clauses 6 (excluding 6.1), 7, 8 and 9 of this Agreement will survive; and

8.3.3. TeamSolutionz will provide export and migration services as may have been expressly agreed by the Parties, and as described in the Service Definition.

## 9. GENERAL

9.1. Except for a Party's payment obligations, neither Party shall be liable for delay in performing the obligations or for the failure to perform obligations if the delay or failure results from any cause beyond its reasonable control (including acts of God, fire, explosion, war, terrorism, embargo, and any governmental action (**Force Majeure Event**)). The Party claiming a Force Majeure Event shall take all action which is reasonable under the circumstances to overcome any such cause of prevention or delay and to proceed with the performance of its obligations hereunder. Notice of any Force Majeure Event and any abatement thereof shall forthwith be given to the other Party by the Party claiming the benefit of this clause 9.1.

- 9.2. This Agreement and any documents referred to in it constitute the whole agreement between the Parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover. Each Party acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement other than as expressly set out in this Agreement.
- 9.3. A person who is not a party to the Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 9.4. The Customer may not transfer, assign or novate the whole or any part of the Agreement or the benefit of it or any right under it without TeamSolutionz's prior written approval.
- 9.5. A failure at any time to enforce any provision of the Agreement shall in no way affect the right at a later date to require complete performance of the Agreement, nor shall the waiver of the breach of any provision be taken or held to be a waiver of any subsequent breach of the provision, or be a waiver of the provision itself.
- 9.6. Nothing in this Agreement shall create or shall be deemed to create a partnership or the relationship of employer and employee between the Parties.
- 9.7. The terms of this Agreement may only be modified if agreed by both parties in writing. If any provision of this Agreement or part thereof should be found to be invalid, ineffective or unenforceable under any applicable statute or regulation, the remainder of the provisions shall stand in full force and effect.
- 9.8. The Agreement is governed by the laws of Northern Ireland. All disputes, claims or proceedings between the parties relating to the validity construction or performance of this Agreement shall be subject to the jurisdiction of the courts of Northern Ireland to which the parties hereto irrevocably submit.