



Master Services Agreement

Client: Order Form / Work Package

MSA Reference: 20200417.MSA

Effective Date: Order Form / Work Package Earliest Date

Last updated: 17th April 2020

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BETWEEN

(1) TAAP LIMITED a company registered in England and Wales under company number 04962797 whose registered office is Kinetic Centre, Theobald Street, Borehamwood, Herts, WD6 4PJ ("TAAP"), and

(2) Order Form / Work Package Client Name and Address ("Client")

INTRODUCTION

This is a Master Services Agreement between TAAP and the Client and the agreed terms are defined as follows.

1 Definitions and interpretation

1.1 In order to make this agreement shorter and easier to understand, some terms used in this agreement have special meanings. Where a term is used in this agreement it has the meaning set as defined in this clause 1

Term	Meaning
Authorised Users	those employees, agents, independent contractors or authorised service providers of the Client who are authorised by the Client to use the Software, Services and the Documentation
Consultancy Services/ Services	Consultancy Services in the form of Project Management, Account Management, Development, Testing and Support utilised in order to implement and support the Solution.
Data Processor Agreement	(DPA) A document outlining the agreement to ensure that there are sufficient security guarantees in place
Deliverable	A product or service produced as a result of a project that is intended to be delivered to the Client.
Due Date	The date a service or payment or other is due to be delivered.
Effective Date	Date from which an agreement starts from.
Intellectual Property Rights	rights in, including without limitation, patents, trademarks, service marks, trade names, other trade-identifying symbols and inventions, copyrights, design rights, database rights, rights in know-how, trade secrets and any other intellectual property rights arising anywhere in the world, whether registered or unregistered, and including applications for the grant of any such rights
Master Services Agreement	(MSA) is a contract that details the responsibilities and obligations of two parties to each other. The MSA is made up of Work Packages.
Order Form	Outlines the cost of the work and the payment schedule and refers to the terms of the Master Services Agreement, the relevant Work Package and Statement of Work as applicable
Payment Schedule	The schedule of payments and Due Dates in the Order Form which shall be payable by the Client for the items shown in the relevant Order Form.
Relevant Term	the term specified in the relevant Statement of Work that applies to the Software and Services ordered.
Software	the TAAP Software products and applications that Client has selected to licence and are made available by TAAP as part of the Services, for a fee, as set out in the relevant Statement of Work
Source Code	Is the list of human-readable instructions that a programmer writes when developing a computer program. The Source Code is run through a compiler to turn it into machine code, also called object code, that a computer can understand and execute.
Statement of Work	Denotes the work to be performed in order to deliver a Work Package and to satisfy the Client's requirements, whether that references one or more Statement of Work.
Territory	The area covered by the agreement as outlined in the relevant Statement of Work
User Licence	the user licences purchased by Client which entitles Authorised Users to access and use the Software, Services and Documentation in accordance with this Agreement

Virus	anything or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or in part or otherwise); adversely affect the user experience, including worms, trojan horses, viruses and other similar things or device.
Work Package	Outlines the overall package of work to be performed for a client project and can be made up of one or more Statements of Works. Each project will have its own Work Package

- 1.2 It is intended that TAAP and the Client will in relation to the works to be performed use a Work Package to define the Statement of Work(s) to be performed.
- 1.3 Where the Work Package relies upon Consultancy Services, Support, Hosting, Licensing and or other services then TAAP may further detail and decompose the scope of work into smaller distinct Statements of Work's to help simplify the work to be undertaken related to the Consultancy Services, Support, Hosting, Licensing or other services.
- 1.4 The Statements of Work(s) shall refer back to this agreement and if any Statement of Work conflicts with the provisions of these terms, then the terms of the MSA will take precedence to any such provisions of that Statement of Work.
- 1.5 The Data Processor Agreement [DPA] must be read in conjunction with MSA and Work Package(s)
- 1.6 The MSA takes precedence over any prior works or contracts signed between TAAP and the Client.

2 Assistance from Client

- 2.1 Client will provide the following facilities and assistance to TAAP in order to enable TAAP to provide the Consultancy Services:
- (a) reasonable use of normal office facilities including, where necessary, office accommodation, access to and use of phones, faxes and data lines and photocopying and printing facilities;
 - (b) reasonable access to Client's IT systems, which shall include remote access;
 - (c) reasonable access to, and co-operation by, Client's staff;
 - (d) any facilities specified in the relevant Statement of Work.
- 2.2 These will be provided without charge to TAAP but will be subject to TAAP complying with any reasonable requirements imposed by the Client (for example, access and security provisions in relation to Client's IT systems).

3 Acceptance

- 3.1 The Client and TAAP shall discuss, agree and document in the Statement of Work(s) acceptance tests for deliverables ("Acceptance Test") and a period of time in which such tests must be performed by the Client ("Acceptance Test Period"). The purpose of the Acceptance Tests shall be to confirm that these Deliverables comply in all material respects with the relevant Statement of Work(s).
- 3.2 Within 5 days from the date of delivery of the Deliverable to the Client, the Client shall carry out the Acceptance Tests.
- 3.3 If the Deliverable fails the Acceptance Tests the Client shall promptly notify TAAP and provide supporting evidence of the failure to conform in a material respect with the Statement of Work(s) to TAAP. The Deliverable shall not be treated as having failed the Acceptance Tests by reason of a failure to provide any functionality not specified in the Statement of Work(s) or by reason of minor defects or errors that do not result in a material non-conformity with the Statement of Work(s).

- 3.4 TAAP shall investigate any material failure to conform with the Statement of Work(s) and use its reasonable endeavours to correct the non-conformity and provide a corrected version of the Deliverable to the Client. This will be done within a reasonable time on a best endeavours basis, or as agreed relevant to the specific Work Package and related Work Package Support Terms.
- 3.5 Within 5 days of delivery of a corrected version of the Deliverable to the Client, the Client shall repeat the Acceptance Tests and the procedures set out in clauses 3.3 and 3.4 shall then be repeated.
- 3.6 If the Acceptance Tests are successfully completed, the Client shall immediately notify TAAP in writing of its acceptance of the Deliverable.
- 3.7 If the Deliverable fails the Acceptance Tests twice then the Client may, by written notice to TAAP, elect at its option:
- (a) to require TAAP to repeat the procedures set out in clause 3.3 and 3.4; or
 - (b) to accept the Deliverable with a reduction in the sums payable to TAAP in respect of the Deliverable, the reduction being such amount as is reasonable in the circumstances.
- 3.8 Acceptance of the Deliverable shall take place at the earliest of:
- (a) the date of successful completion of the Acceptance Tests as notified by the Client in accordance with this clause or
 - (b) if the Client fails to notify in accordance with this clause, 5 days after successful completion of the Acceptance Tests; or
 - (c) the date Client makes productive use of the Deliverable or a substantial part of it (whether or not the Deliverable has successfully completed the Acceptance Tests).

4 Client's Data and other software

- 4.1 Client is solely responsible for safeguarding, backing-up and restoring its data and any of its own or third party software.
- 4.2 This document should be read in conjunction with the TAAP Data Processor Agreement, then each Statement of Work shall where relevant detail what data is being processed and how it is being used.

5 Grant and Scope of Software License

- 5.1 In consideration of payment of the Licence Fee, TAAP grants Client a non-exclusive, non-transferable, non-sub-licensable right to permit the Authorised Users to use the Software and Services in the Territory for the Relevant Term on the terms and conditions set out in this Agreement.
- 5.2 Client may install and use the Software for the Relevant Term for the Client's business operations only and for the number of Authorised Users indicated in the Order Form;
- 5.3 In relation to the Authorised Users, the Client undertakes that:
- (a) the maximum number of Authorised Users that it authorises to access and use the Software, the Services and the Documentation shall not exceed the number of User Licences it has purchased;
 - (b) it will not allow any User Licences to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Software, Services and/or Documentation;
 - (c) each Authorised User shall keep a secure password for their use of the Software, Services and Documentation and that each Authorised User shall keep their password confidential
 - (d) it shall maintain a written, up to date list of current Authorised Users and provide such list to TAAP within 5 Business Days of TAAP's written request at any time or times;
 - (e) it shall permit TAAP to audit the Software and Services to establish Authorised User. Such audit may be conducted no more than once per quarter, at TAAP's expense, and this right

shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Client's normal conduct of business;

- (f) if any of the audits referred to in clause 5.3 reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to TAAP's other rights, the Client shall promptly disable such passwords and TAAP shall not issue any new passwords to any such individual; and
- (g) if any of the audits referred to in clause 5.3 reveal that the Client has underpaid Licence Fees to TAAP, the Client shall pay to TAAP an amount equal to such underpayment as calculated in accordance with the User Licence prices set out in the Order Form within 10 Business Days of the date of the relevant audit.

5.4 The Client may from time to time during the Relevant Term or any Renewal Period, purchase additional User Licences in excess of the number specified in the applicable Order Form and TAAP shall grant access to the Software, Services and Documentation in accordance with the terms of this Agreement and subject to the following terms:

- (a) Client shall notify TAAP in writing when it wishes to purchase additional User Licences and TAAP shall approve or reject such request. Approval will not be unreasonably withheld; and
- (b) If TAAP has approved such request, Client shall pay to TAAP the relevant fees for such additional User Licences as set out in the Payment Schedule and if such additional User Licences are purchased by the Client part way through the Relevant Term or any Renewal Period (as applicable), such fees will be pro-rated for the remainder of the Relevant Term or the then current Renewal Period (as applicable).

5.5 In relation to the Software and Services, Client undertakes not to:

- (a) do anything inconsistent with TAAP's title to the Software and Services;
- (b) use the Software and Services anywhere other than in the Territory;
- (c) remove or change the labels, instructions or trade mark signs contained in the Software, Services or the Documentation;
- (d) except as expressly permitted by applicable law, disassemble, reverse engineer or decompile the Software or any part, or otherwise derive its source code;

- (e) reproduce the Software or Documentation except, where the copying is incidental to normal use of the Software or where it is necessary for back up purposes;
 - (f) access all or any part of the Software, Services and Documentation in order to build a product or service which competes with the Software, Services and/or Documentation;
 - (g) make available to third parties or allow any third parties (except the Authorised Users) to have access to the Software, Services or Documentation except as authorised herein or with the prior written consent of TAAP; and
 - (h) not access, store, distribute or transmit any Viruses or any material during the course of using the Software and Services that is unlawful, harmful, defamatory, obscene, infringing, harassing, discriminatory, causes damage or injury to any person or property and TAAP reserves the right without liability to the Client, to disable the Client's access to any material that breaches the provisions of this clause.
- 5.6 Except as set out in this Agreement, TAAP expressly reserves all other rights to publish, duplicate, process, use or exploit the Software and Services.
- 5.7 The Client shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Software, Services and/or Documentation and, in the event of such unauthorised access or use, promptly notify TAAP.

6 Intellectual Property Rights

- 6.1 Ownership of Intellectual Property Rights will be dealt with as follows:
- (a) the Intellectual Property Rights in any material supplied by the Client to TAAP to enable TAAP to provide the Consultancy Services will be owned by the Client. TAAP will have a non-exclusive licence to use the material concerned solely for the purpose of providing Consultancy Services under this agreement;
 - (b) the Intellectual Property Rights in (i) any pre-existing material (including any software) used by TAAP to provide the Software and Services (ii) any Source Code will (except to the extent it falls within (a) above) be owned by TAAP or any relevant third party licensor;
 - (c) subject to (b) above the Intellectual Property Rights in any material or Deliverables (including any Software) produced by TAAP in the course of providing Consultancy Services under this agreement will be owned by TAAP unless separately defined in the

Statement of Work(s). If ownership of the Intellectual Property Rights in any material or Deliverable is not set out in the Statement of Work(s), such Intellectual Property Rights will belong to TAAP. In which case, the Client is granted a royalty free, non-exclusive, non-sub licensable, non-transferable licence to use such materials and Deliverables as long as all fees have been paid.

- 6.2 Subject to the obligations of confidentiality in clause 10, nothing in this clause 6 will prevent TAAP from using or re-using in the course of its business any know-how, techniques, Source Code methods or general business or technical knowledge used by it in the course of providing its services under this agreement.

7 Warranties

- 7.1 Subject to clauses 7.2 and 7.3, TAAP warrants that:

- (a) any services will be carried out by appropriately qualified staff and with reasonable care and skill;
- (b) in relation to any Deliverables which are not software, each Deliverable will be free from any material inaccuracy of which TAAP should reasonably have been aware at the time the relevant Deliverable was supplied to the Client;
- (c) in relation to any Deliverables which are software, each item of software will:
 - i. for a period of 6 months from Acceptance, be free from any defect which has a materially adverse effect on its use or operation; and
 - ii. comply in all material respects with any requirements relating to it which are agreed in writing by TAAP and Client prior to the supply of the software concerned (and which may be contained in the relevant Statement of Work).

- 7.2 TAAP does not warrant that any software will be entirely free from defects or that its operation will be entirely error free.

- 7.3 The warranties contained in clause 7.1 will only apply provided that:

- (a) the Deliverables are properly used on the computer and with the operating system for which they were designed;
- (b) the Client complies with all of its obligations under this agreement;
- (c) no alternations are made to the Deliverables by anyone other than TAAP.

7.4 If any of the warranties in clause 7.1 are breached:

- (a) the Client must inform TAAP of such breach within 28 days of such breach coming to the Client's attention;
- (b) before the Client is allowed to do anything else about it, the Client must give TAAP a reasonable time to investigate and fix the problem and (if TAAP sees fit) to re-perform any relevant Consultancy Services. Subject to clause 7.5, this will be done without any additional charge to the Client;
- (c) if TAAP is unable to do this within a reasonable time or TAAP does not think that it is a sensible way to deal with the problem, then TAAP may decide to refund to the Client the charges actually paid by the Client in relation to the particular Statement of Work to which the breach of warranty relates. If TAAP decides to do this, then this will be the only remedy the Client is allowed in relation to breach of the warranty concerned and TAAP will not have any other liability in relation to it.

7.5 If TAAP investigates a breach of warranty claim and having investigated, finds that the problem was not TAAP's responsibility, then TAAP may charge the Client for TAAP's reasonable costs and expenses of conducting the investigation.

7.6 TAAP warrants that the use of the Deliverables in accordance with this agreement does not infringe any third party's Intellectual Property Rights.

7.7 Apart from the terms set out in this Agreement, no conditions, warranties, representations or any other terms apply to the Statements of Work(s) or the Deliverables. In particular, no implied terms relating to satisfactory quality or fitness for any particular purpose will apply to anything supplied under this Agreement.

8 Indemnity

8.1 TAAP will indemnify the Client against any liability or expense incurred by the Client as a result of a claim by a third party that possession or use of the Deliverables by the Client in accordance with this agreement infringes the Intellectual Property Rights of a third party. In order for this indemnity to apply:

- (a) the Client must tell TAAP as soon as the Client becomes aware of a claim and give TAAP as much information as the Client can in relation to it;

- (b) the Client must not make any admissions in relation to the claim without obtaining TAAP's permission first; and
- (c) if TAAP asks the Client to do so, the Client must let TAAP take over dealing with the claim on the Client's behalf.
- (d) If the Client does not do all of these things, then TAAP will not have to indemnify the Client. This indemnity will not apply to any claim that arises in relation to any changes to the Deliverables which have not been made by TAAP or any combination or use of the Deliverables with anything else where that combination or use has not been approved by TAAP.

8.2 7.6 and clause 8.1 state TAAP' entire obligation and liability to the Client (including its officers and employees) with respect to any claims of Intellectual Property Right infringement.

9 Payment

9.1 Unless stated elsewhere by TAAP in writing, in each case the Statement of Work may set out the charges in accordance with that Statement of Work. In that case, the charges will be due on the dates (or on the happening of the events) specified in that Statement of Work.

9.2 If:

- (a) the Statement of Work does not specify the charges for the Consultancy Services; or
- (b) TAAP has not stated elsewhere in writing the changes for the Consultancy Services or
- (c) this agreement otherwise says that TAAP may charge for anything on a time and materials basis;
- (d) then TAAP will charge for the Consultancy Services to be supplied in accordance with that Statement of Work on a time and materials basis, at the rates specified in schedule 2 or if it does not specify the rates, at TAAP's current standard rates subsisting at the time the relevant Statement of Work provided.

9.3 Unless provided otherwise in the relevant Statement of Work, charges will be due in arrears at the end of every week for everything supplied in accordance with the relevant Statement of Work by TAAP or on TAAP's behalf during that week.

- 9.4 Unless otherwise agreed, amounts payable under this agreement are exclusive of any Value Added Tax or other sales tax and the Client shall (on presentation of an appropriate invoice) be liable to pay any such tax in addition to those amounts.
- 9.5 TAAP shall invoice the Client for all amounts as they become due under this agreement. Those amounts shall be paid by the Client within 30 days of the date of such invoice.
- 9.6 If the Client is late in paying any invoices, then TAAP may, if it wishes to do so charge interest on all unpaid amounts. Interest will be payable from the date of the invoice until the date of payment and will continue to be payable even if TAAP obtains a judgement from a court in relation to any claim for payment of the invoice. The rate of interest will be 1.0% per calendar month with compounded interest, an annual APR of 4%.

10 Confidentiality

- 10.1 Each party shall keep confidential any confidential information disclosed to it by the other. This includes information which is marked as being confidential or which, from its nature, content or the circumstances in which it is provided, might reasonably be supposed to be confidential (including, without limitation, all information relating to TAAP's business, Clients and products). Neither party shall disclose any such information to any third party save:
- (a) any officer, employee or third party who may reasonably need to know it in order to enable the party concerned to carry out any of its obligations under this agreement or exercise any of its rights under this agreement;
 - (b) their auditors or lawyers; or
 - (c) as otherwise required by law;
 - (d) provided that each party shall be responsible for ensuring that any person to whom information is disclosed complies with any conditions of confidentiality applying to such information under this agreement.
- 10.2 Nothing in clause 10.1 shall apply to any information:
- (a) which is (or which becomes) available to the public other than by breach of this agreement or of any other duty;
 - (b) which the party receiving the information already possesses or which it obtains or originates independently in circumstances in which that party is free to disclose it;

(c) which is trivial or obvious.

10.3 The obligations in this clause shall survive termination of this agreement.

11 Termination of a Statement of Work

11.1 The Client shall be entitled to terminate a particular Statement of Work on the terms set out in this clause. Termination of a particular Statement of Work under this clause shall not affect the subsistence of the agreement as a whole unless the Client is entitled to (and does) terminate the agreement in accordance with clause 12 [Duration and Termination].

11.2 The Client may terminate a particular Statement of Work if TAAP materially breaches a term of this agreement (including the relevant Statement of Work) to which the intended termination relates and (if it is possible to remedy the breach) fails to remedy that breach within 30 days of written notice of the breach being given to it.

12 Duration and Termination of Master Services Agreement

12.1 This agreement shall commence on the Effective Date. It will then continue until terminated in accordance with this clause.

12.2 Either party may terminate this agreement by giving not less than 90 days notice in writing.

12.3 Either party may terminate this agreement immediately by written notice to the other in the event that the other party:

(a) breaches any material term of this agreement and (if it is possible to remedy the breach) fails to remedy that breach within 30 days of written notice of the breach being given to it;
or

(b) fails to pay any fee or other sum becoming due under this agreement within 30 days after it becomes payable.

(c) The filing by or against one of the Parties in any court of competent jurisdiction of a petition in bankruptcy or insolvency, or the appointment of a receiver or trustee, or the making of an assignment for the benefit of creditors, which petition, appointment, or assignment is not contested within thirty (30) days after filing.

12.4 Either party may, by written notice to the other terminate this agreement:

- (a) if any distress or execution be levied on any of the other's property or assets;
- (b) if the other makes or offers to make any arrangement or composition with creditors; or
- (c) if any resolution or petition to wind up the other's business (other than for the purpose of reconstruction or amalgamation (for whatever reason) or for transfer of any engagement or business) shall be passed or presented or if a receiver or administrative receiver of the other's undertaking, property or assets shall be appointed or a petition presented for the appointment of an administrator.

12.5 Rights of termination under this clause 12 shall be without prejudice to any other rights (of termination or otherwise) whether under this agreement or otherwise (including rights of termination arising at common law) and such termination shall not be taken to waive the right to assert or exercise any such rights.

12.6 Termination of this agreement will not affect any accrued rights or liabilities which either party may have by the time termination takes effect.

13 Limitation of liability

13.1 TAAP's liability for:

- (a) death or personal injury arising from its negligence or that of its servants or agents;
- (b) breach of any implied condition as to title or quiet enjoyment as described in the Sale of Goods Act 1979 and/or the Supply of Goods and Services Act 1984;
- (c) under Part I of the Consumer Protection Act 1987;
- (d) fraudulent misrepresentation; is not excluded or limited by this agreement, even if any other term of this agreement would otherwise suggest that this might be the case.
- (e) Subject to clause 13.1 and whether or not TAAP has been advised of the possibility, TAAP will not be liable (whether under contract, tort (including negligence) or otherwise) for:
 - (f) loss of profit or sales;
 - (g) loss of bargain;
 - (h) loss of opportunity;

- (i) loss of use of any hardware, software or data;
- (j) loss of time on the part of management or other staff;
- (k) professional fees or expenses (save legal fees resulting from any dispute awarded by any court or tribunal of competent jurisdiction); or
- (l) any indirect, special or consequential loss.

13.2 TAAP is not liable for any issues in regard to hosting, hardware, connectivity, devices or device warranty, or otherwise as provided by any third party, including but not limited to the services, software and third parties as follows:

- (a) Microsoft Azure Cloud Services.
- (b) Operating Systems (including but not limited to Microsoft, Apple, Google).
- (c) Web Browser Applications (including but not limited to Internet Explorer, Edge, Chrome, Firefox, Safari).
- (d) Hardware Devices

13.3 Subject to clause 13.1, 13.2 and 13.3, any other liability of TAAP under or in relation to this agreement (whether for negligence, breach of contract or otherwise) shall be limited to £1000 unless otherwise stated in the relevant Statement of Work(s) provided that if more than one event results in substantially the same loss or damage then all such events shall be treated as one.

14 Variations and change control

14.1 No changes in the scope or provision of this agreement shall be effective unless made in writing and signed by both parties.

15 Employment and other restrictions

- 15.1 For the duration of this agreement and for a period of six months after its termination for any reason, the Client will not entice or endeavour to entice away from TAAP or employ any person employed by TAAP at any time within the one year period immediately prior to such enticement or employment, who was involved in the development, supply or maintenance of the Deliverable, whether or not on a full-time basis. If the Client is in breach of this condition, then without prejudice to any other remedy TAAP may have, it will pay to TAAP a sum equal to the gross annual salary or fees paid to that person by TAAP in the immediately preceding 12 months, recognising that TAAP will suffer substantial damage and as an estimate of the actual financial loss that would accrue in that situation.
- 15.2 For the duration of this agreement and for a period of six months after its termination for any reason, TAAP will not entice or endeavour to entice away from the Client or employ any person employed by the Client at any time within the one year period immediately prior to such enticement or employment, who was involved in the development, supply or maintenance of the Deliverable, whether or not on a full-time basis. If TAAP is in breach of this condition, then without prejudice to any other remedy the Client may have, it will pay to the Client a sum equal to the gross annual salary or fees paid to that person by the Client in the immediately preceding 12 months, recognising that the Client will suffer substantial damage and as an estimate of the actual financial loss that would accrue in that situation.

16 Assignment and subcontracting

- 16.1 The Client may not assign this agreement without the prior written consent of TAAP.

17 Notices

17.1 All notices, agreements and consents under this agreement shall be in writing and shall be sent to the address and/or fax number of the recipient as notified to the other party from time to time. Any letter may be delivered by hand, first class pre-paid letter or fax and shall be deemed to be delivered if sent by hand when delivered, if by first class post 48 hours after posting and if by fax on the day it is faxed.

18 Force Majeure

18.1 No Party shall be liable to any other Party in any manner whatsoever for any failure or delay in performing its obligations under this Agreement due to force majeure which expression for the purposes of this Agreement means any cause beyond the reasonable control of the Party in question including, but not limited to, governmental actions, war, riots, civil commotion, fire, flood, epidemic, labour disputes (including labour disputes involving the work force or any part thereof of the Party in question), restraints or delays affecting internet access, any outage caused directly or indirectly by Microsoft, shipping or carriers, inability or delay in obtaining supplies of adequate or suitable materials, currency restrictions and act of God provided that:-

- (a) the date for performance of the contractual obligation which has been delayed by the force majeure event shall be deemed suspended only for a period equal to the delay caused by such event;
- (b) the Party seeking to exempt itself from liability by virtue of the provisions of this Clause shall give written notice to the other Party within 7 days of becoming aware of the force majeure event and will at all times use all reasonable endeavours to mitigate the effect of the force majeure event.

19 Miscellaneous

- 19.1 If any term of this agreement is determined to be invalid unlawful or unenforceable to any extent it shall be severed from this agreement and the remaining terms shall remain fully in effect.
- 19.2 No term of this agreement is enforceable under the Contract (Rights of Third Parties) Act 1999 by a person who is not a party to this agreement.
- 19.3 This agreement and any relevant Statement of Work contains the entire agreement and understanding of the parties with respect to its subject matter and supersedes all prior agreements written or oral and each of the parties acknowledges that it has not been induced to enter into this agreement by reason of any representation made by or on behalf of the other party.
- 19.4 Neither TAAP nor Client shall be liable for any delay or failure in performing any of its obligations under this agreement, if such delay or failure is caused by circumstances outside the reasonable control of the party concerned (including without limitation any delay caused by any act of default of the other party).
- 19.5 TAAP shall use its reasonable endeavours to comply with any time limits set out in this agreement. Time shall not be of the essence of this agreement.
- 19.6 No term or provision of this agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing by the party claimed to have waived or consented.
- 19.7 The headings used in this agreement are for ease of reference only and shall not affect the interpretation or construction of this agreement.
- 19.8 Neither of the party's standard terms and conditions or other standard terms of business shall apply to the contract formed by this agreement.
- 19.9 In the event of any conflict or inconsistency between the terms of this agreement and any schedule to this agreement then the terms of the schedules shall prevail but only to the extent of the conflict or inconsistency.

19.10 This agreement shall be governed by and interpreted in accordance with the laws of England and the parties submit to the jurisdiction of the English courts.

19.11 Marketing. Customer grants TAAP its consent to use Customer's name in a listing of customers, in proposals to potential customers and in promotional materials, including on its website .

20 Anti-Bribery

20.1 In performing its obligations under this Agreement TAAP shall:

20.1.1 comply with all applicable laws and regulations relating to anti-bribery and anti-corruption (including the Bribery Act 2010 and the Foreign Corrupt Practices Act 1977) and maintain its own policies and procedures in this respect;

20.1.2 promptly report to Client any offer, request or demand for any undue financial or other advantage of any kind received by the TAAP in connection with the performance of this Agreement; and

20.1.3 ensure that any person associated with the Supplier who is providing services or goods in connection with this Agreement does so only on the basis of a written contract including similar anti-corruption terms.

20.1.4 Breach of this Clause 20 shall be deemed a material breach of the Agreement.

21 Modern Slavery

21.1 In performing its obligations under this Agreement, TAAP shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force, including to the Modern Slavery Act 2015, and maintain throughout the Term its own policies and procedures to ensure its compliance.

21.2 TAAP shall not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK.

21.3 TAAP shall include in its contracts with its subcontractors and suppliers applicable and appropriate anti-slavery and human trafficking provisions.

22 Anti-Facilitation of Tax Evasion

- 22.1 In performing its obligations under this Agreement, TAAP shall not engage in any activity, practice or conduct which would constitute a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017 or a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017.
- 22.2 TAAP shall promptly report to Client any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017 in connection with the performance of this Agreement.

23 Entire Agreement

- 23.1 This Agreement together with the relevant Work Package/Statement of work and Data Processor Agreement, constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 23.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement, Work Package/Statement of work and Data Processor Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement, Work Package/Statement of work and Data Processor Agreement.

24 Agreement Signature

The parties hereto have caused this TAAP Agreement to be executed by their duly authorised representatives on the date(s) shown below:

TAAP Limited



Signature

Name (Printed) STEPHEN HIGGON

Title CEO

Date 17th April 2020
