

Daktela UK Limited terms and conditions of Service Provision

THIS AGREEMENT is made the xxxxx 2020

BETWEEN:

- (1) **DAKTELA UK LIMITED**, a company registered in United Kingdom under number 07445643 whose registered office is Chester West Employment Park, Office 38 Minerva Ave, Chester, CH1 4QL ("**Service Provider**") and
- (2) **XXX LIMITED** a company registered in United Kingdom under number whose registered office ("**Customer**")

WHEREAS:

- (1) The Service Provider is engaged in the business of providing Services in relation to hosted contact centre solutions and has reasonable skill, knowledge and experience in that field Service Provider reserves the right to provide its services in part or in full through third party organisations as deemed appropriate by Service Provider.
- (2) In reliance upon that skill, knowledge, and experience the Customer wishes to engage the Service Provider to provide certain services and the Service Provider has agreed to accept the engagement on the terms and conditions of this Agreement either directly or indirectly as deemed appropriate by the Service Provider.

1. Interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

Authorised Users: those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services and the Documentation.

Back-Up Policy: as detailed in Service Providers relevant company policy documents .IT Security Policy Document V1.10 and Data Security Policy Document V2.5

Business Day: any day (other than a Saturday or Sunday) when banks are generally open for normal business in England and Wales.

Call Rates Sheet: the Service Provider's call rate sheet.

Confidential Information: all information, whether technical or commercial, where the information is: (i) identified as confidential at the time of disclosure; or (ii) ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure.

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures: as defined in the Data Protection Legislation.

Customer: the organisation specified on the Service Order Form.

Customer Data: the data inputted by the Customer, Authorised Users, or the Service Provider on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.

Customer Network Requirements: the minimum requirements for the Customer Network

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

Documentation: the document made available to the Customer by the Service Provider from time to time which sets out a description of the Services and the user instructions for the Services.

Effective Date: the date of this Agreement.

Equipment: any equipment to be purchased by the Customer from the Service Provider listed in the Service Order Form.

Fair Use Policy: As detailed in the Service Providers Fair Usage Policy Document V.1.1

Fees: the Licence Fees and Usage Fees as set out in or determined in accordance with the Service Order Form.

Initial Subscription Term: the initial term of this agreement as set out in the Service Order Form to commence on the Live Date.

Intellectual Property Rights: all intellectual property rights wherever in the world arising, whether registered or unregistered (and including any application), including copyright, know-how, confidential information, trade secrets, business names and domain names, trade marks, service marks, trade names, patents, design rights, database rights and all rights in the nature of unfair competition rights or rights to sue for passing off.

Licence Fees: the licence fees for all User Subscriptions.

Live Date: the date the Customer and Supplier agree the Services have been installed, tested and passed all required acceptance tests.

Service Order Form: the Service Provider's written Service Order Form to the Customer, including the Call Rates Sheet.

Privacy and Security Policy: as detailed in Service Providers relevant company policy documents .IT Security Policy Document V1.10 and Data Security Policy Document V2.5

Renewal Period: the renewal period set out in the Service Order Form.

Router(s): internet router, firewall or combined unit.

Service Level Agreement: the service level agreement

Services: the services to be provided by the Service Provider pursuant to this Agreement listed in the Service Order Form or subsequently agreed in writing.

Software: any software supplied as part of the Services.

Statement of Works : a detailed description of the Services to be provided

Term: The Initial Subscription Term together with any subsequent Renewal Periods.

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Daktela UK Limited terms and conditions of Service Provision

- Usage Fees:** the call charges calculated in accordance with the Call Rates Sheet. 4.2
- User Subscriptions:** the user subscriptions identified in the Service Order Form which entitle Authorised Users to access and use the Services and the Documentation in accordance with this agreement.
- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement. 4.3
- 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. 4.3
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established. 5.0
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and shall include the singular. 5.1
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders. 5.1
- 1.7 A reference to a statute or statutory provision is a reference to it as it is in force from time to time. 5.2
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision. 5.2
- 1.9 A reference to writing or written excludes faxes and e-mail. 5.3
- 1.10 References to clauses and schedules are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule to this agreement. 5.3
- 2. User subscriptions**
- 2.1 Subject to the terms and conditions of this agreement, the Service Provider hereby grants to the Customer a non-exclusive right to permit the Authorised Users to use the Services and the Documentation during the Subscription Term. 5.4
- 2.2 The Customer undertakes that the maximum number of Authorised Users that it authorises to access and use the Services and the Documentation shall not exceed the number of User Subscriptions stated in the Service Order Form as amended from time to time. 5.4
- 3. Additional user subscriptions**
- 3.1 Subject to clause 3.2 and clause 3.3, the Customer may, from time to time during any Subscription Term, purchase additional or delete User Subscriptions set out in the Service Order Form and the Service Provider shall grant or restrict access to the Services and the Documentation to such Authorised Users in accordance with the provisions of this agreement. 5.5
- 3.2 If the Customer wishes to add or delete User Subscriptions, the Customer shall notify the Service Provider in writing. The Service Provider shall activate or deactivate the User Subscriptions at the end the current charging month in which the customer makes a request. 5.6
- 3.3 The Fees shall be adjusted in respect of any amended User Subscriptions at the rates set out in the Service Order Form 5.6
- 4. Services**
- 4.1 The Service Provider shall, during the Subscription Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of this agreement. 6.0
- Both parties to this agreement agree that the detailed Service definition will be provided within the Statement of Works. Failure to agree on the detailed Service definition will delay the Live date of the service and could ultimately lead to a termination of this agreement. Where such a termination occurs then The Service Provider reserves the right to recover reasonable project costs incurred up to date of termination.
- The Service Provider will, as part of the Services and at no additional cost to the Customer, provide the Customer with the Service Provider's customer support services in accordance with the Service Level Agreement.
- 5. Charges and payment**
- The Customer shall pay the Fees to the Service Provider for the User Subscriptions in accordance with this clause 5.
- Licence Fees in respect of any User Subscription which has no activity over any calendar month shall be discounted by 100%.
- The Service Provider shall invoice the Customer:
- 5.3.1 on the Live Date (in respect of the period from the Live Date to the end of the calendar month of the Live Date) and thereafter monthly in advance on the first day of each month of the Term; and
- 5.3.2 the Usage Fees monthly in arrears on the first day of each month of the Term.
- The Customer shall pay each invoice within 30 days after the date of such invoice.
- If the Service Provider has not received payment of an invoice (which is not in dispute) within 30 days after the due date, and without prejudice to any other rights and remedies of the Service Provider:
- 5.5.1 the Service Provider may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and the Service Provider shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
- 5.5.2 interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current base lending rate of the Service Provider's bankers in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- All amounts and fees stated or referred to in this agreement:
- 5.6.1 shall be payable in pounds sterling;
- 5.6.2 are exclusive of value added tax, which shall be added to the Service Provider's invoice(s) at the appropriate rate.
- The Service Provider shall not be entitled to increase the Fees prior to the third anniversary of this Agreement and thereafter only upon 120 days' prior written notice to the Customer.
- 6. Maintenance**
- The Service Provider shall provide the Customer with feature and function updates to the Services as they become available without additional charge. The Service Provider shall decide upon the contents of such updates in its sole discretion.

Daktela UK Limited terms and conditions of Service Provision

7. Use of the Services

7.1 The Customer shall use the Services in accordance with the Documentation.

7.2 The Customer acknowledges that all Customer premises data and voice network infrastructure, LAN, and IP voice equipment including but not limited to Routers, switches, firewalls, Internet Connections, cable plant, analogue converters, analogue telephone adaptors, modems, fax machines, IVR devices, CTI devices, IP phones, IP soft phones, servers and personal computers ("Customer Network") is the responsibility of the Customer. The Customer acknowledges that Service Provider is not responsible for any ongoing support and maintenance of the Customer Network.

7.3 The Service Provider has provided the Customer with an accurate network IP voice minimum system, compatibility and LAN configuration documentation outlining IP voice best practices.

7.4 The Customer will ensure the Customer Network complies with the Customer Network Requirements.

7.5 The Customer will comply with the Fair Use Policy.

7.6 In particular, Customer notes the following:

7.6.1 **Firewall:** The Service Provider must be made aware of any proposed major changes to the Router configuration or change of Router model in writing 7 days prior to such changes being implemented. If the quality of the Services are detrimentally affected by the Customer failing to notify the Service Provider of the relevant changes or through use of an inferior Router to that used at the Effective Date:

- a) this will not be grounds for early termination by the Customer;
- b) the terms of the Service Level Agreement will not apply, until the Customer reverts back to the previous or a superior Router configuration or model.

7.6.2 **Ofcom compliance:** The Customer shall use the Services in accordance with any relevant Ofcom guidance from time to time, including without limitation the Ofcom statement titled "Persistent Misuse. A statement of Ofcom's general policy on the exercise of its enforcement powers" dated December 2016. To the extent the Customer breaches Ofcom regulations: a) the Customer shall indemnify the Service Provider and its officers, directors, agents and employees from and against all reasonable fines, claims, liabilities, damages, settlements, solicitor's fees and expenses reasonably incurred resulting directly from such breach provided that a) the Customer is given prompt notice in writing of any such claim, b) the Service Provider provides reasonable co-operation to the Customer in the defence and settlement of such claim and c) the Customer is given sole authority to defend or settle the claim. If such breach continues for more than 28 Business Days the Service Provider reserves the right to terminate this Agreement with immediate effect by giving written notice to the Customer.

7.6.3 **Quality of the telephony service:** For Services that support quality of service e.g. IPVPN or leased lines the quality of the phone call will be business standard at all times. Current broadband services however are

provided on a contended basis. Without prejudice to the Service Level Agreement the Service Provider cannot guarantee a consistent level of quality for broadband-based service.

7.6.4 **Retention of call detail records (CDRs) and call recordings:** The Service Provider will make available CDRs and call recording files for download from the client portal for 6 months after the initial creation date. After this period they will be archived by the Service Provider and can be made available following a ticketed request for which there may be a charge.

7.6.5 **Telephone Preference Service (TPS):** Where the Customer is filtering outbound calls against the Service Provider's licensed TPS database the Customer accepts that the database is updated every 15 days.

7.7 The Service Provider shall defend the Customer, its officers, directors and employees against any claim that the Services or Documentation infringes any Intellectual Property and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

7.7.1 the Service Provider is given prompt notice of any such claim;

7.7.2 the Customer provides reasonable co-operation to the Service Provider in the defence and settlement of such claim, at the Service Provider's expense; and

7.7.3 the Service Provider is given sole authority to defend or settle the claim.

7.8 The Customer agrees and acknowledges that due to the unique nature, portability and mobility of voice services provided over data networks (IP Telephony) and including the Services, emergency 999 operator services cannot be provided to the Customer by Service Provider with certainty, consistency and reliability.

8. Customer data

8.1 The Customer shall own all right, title and interest in and to all of the Customer Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.

8.2 The Service Provider shall follow its archiving procedures for Customer Data as set out in its Back-Up Policy.

8.3 The Service Provider shall, in providing the Services, comply with its Privacy and Security Policy relating to the privacy and security of the Customer Data.

8.4 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 8 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

8.5 The parties acknowledge that:

8.5.1 if the Service Provider processes any personal data on the Customer's behalf when performing its obligations under this agreement, the Customer is the controller and the Service Provider is the processor for the purposes of the Data Protection Legislation; and

8.5.2 the personal data may be transferred or stored outside the EEA or the country where the Customer and the Authorised Users are located in order to carry out the

Daktela UK Limited terms and conditions of Service Provision

Services and the Service Provider's other obligations under this agreement.

clause 8 and immediately inform the Company if, in the opinion of the VAR, an instruction infringes the Data Protection Legislation.

- 8.6 Without prejudice to the generality of clause 8.4, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Service Provider for the duration and purposes of this agreement so that the Service Provider may lawfully use, process and transfer the personal data in accordance with this agreement on the Customer's behalf.
- 8.7 Without prejudice to the generality of clause 8.4, the Service Provider shall, in relation to any personal data processed in connection with the performance by the Service Provider of its obligations under this agreement:
- 8.7.1 process that personal data only on the documented written instructions of the Customer unless the Service Provider is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Service Provider and/or Domestic UK Law (where **Domestic UK Law** means the UK Data Protection Legislation and any other law that applies in the UK) to process personal data (**Applicable Laws**). Where the Service Provider is relying on Applicable Laws as the basis for processing personal data, the Service Provider shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Service Provider from so notifying the Customer;
- 8.7.2 not transfer any personal data outside of the European Economic Area and the United Kingdom unless the following conditions are fulfilled:
- (a) the Customer or the Service Provider has provided appropriate safeguards in relation to the transfer;
- (b) the data subject has enforceable rights and effective legal remedies;
- (c) the Service Provider complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
- (d) the Service Provider complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data;
- 8.7.3 assist the Customer in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 8.7.4 notify the Customer without undue delay on becoming aware of a personal data breach;
- 8.7.5 at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the personal data; and
- 8.7.6 maintain complete and accurate records and information to demonstrate its compliance with this
- 8.8 Each party shall ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, 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 (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it). Customer consents to the Service Provider storing the above data in both an electronic and written format providing suitable data protection processes are implemented.
- 8.9 The Customer consents to the Service Provider appointing Daktela as a third-party processor of personal data under this agreement. The Service Provider confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 8 and in either case which the VAR undertakes reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Customer and the Service Provider, the Service Provider shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 8.
- 8.10 Either party may, at any time on not less than 30 days' notice, revise this clause 8 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).
- 9. Title to Equipment and Risk of loss (only applicable if equipment is rented)**
- The Service Provider shall retain title to all Equipment, Software and associated property residing in the Customer's premises used in connection with providing the Services to the Customer. Upon expiration or termination of the Agreement for any reason the Customer shall surrender all Equipment, Software and associated property, if any, to the Service Provider in the same condition as installed, with the exception of ordinary wear and tear. The Customer shall be liable to the Service Provider for replacement of any Equipment, Software and associated property lost, stolen or damaged while in the care of the Customer.
- 10. Service Provider's obligations**
- 10.1 The Service Provider undertakes that the Services will be available and performed in accordance with the Documentation and with reasonable skill and care.
- 10.2 The undertaking at clause 10.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Service Provider's instructions, or modification or alteration of the

Daktela UK Limited terms and conditions of Service Provision

- Services by any party other than the Service Provider or the Service Provider's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, the Service Provider will, at its own expense, correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 10.1. Notwithstanding the foregoing, but without prejudice to the Service Level Agreement, the Service Provider is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 10.3 This agreement shall not prevent the Customer from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this agreement.
- 10.4 The Service Provider warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.
- 11. Confidentiality**
- 11.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. A party's Confidential Information shall not be deemed to include information that:
- 11.1.1 is or becomes publicly known other than through any act or omission of the receiving party;
- 11.1.2 was in the other party's lawful possession before the disclosure;
- 11.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
- 11.1.4 is independently developed by the receiving party, which independent development can be shown by written evidence.
- 11.2 Subject to clause 11.4, each party shall hold the other's Confidential Information in confidence and 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 this agreement.
- 11.3 Each party shall 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 this agreement.
- 11.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 11.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 11.5 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 11.6 The Service Provider acknowledges that the Customer Data is the Confidential Information of the Customer.
- 11.7 No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- 11.8 The above provisions of this clause 11 shall survive termination of this agreement, however arising.
- 12. Term and termination**
- 12.1 This agreement shall, unless otherwise terminated as provided in this clause 12, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this agreement shall be automatically renewed for successive periods of the Renewal Period, unless:
- 12.1.1 either party notifies the other party of termination, in writing, at least 90 days before the end of the Initial Subscription Term or any Renewal Period, in which case this agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or
- 12.1.2 otherwise terminated in accordance with the provisions of this agreement.
- 12.2 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
- 12.2.1 the other party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 10 Business Days after being notified in writing to do so;
- 12.2.2 the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
- 12.2.3 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of

Daktela UK Limited terms and conditions of Service Provision

	section 123 of the Insolvency Act 1986, as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;	12.3.2	each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
12.2.4	the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;	12.3.3	the Service Provider shall deliver to the Customer the then most recent back-up of the Customer Data; and
		12.3.4	any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.
12.2.5	a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;	13. Force majeure	Neither party shall have any liability to the other party under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving their workforce or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.
12.2.6	an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;	14. Conflict	If there is an inconsistency between any of the provisions in the main body of this agreement and the Schedules, the provisions in the main body of this agreement shall prevail.
12.2.7	the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;	15. Variation	No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
12.2.8	a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;	16. Waiver	No failure or delay by a party to exercise any right or remedy provided under this agreement 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.
12.2.9	a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;	17. Rights and remedies	Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
12.2.10	any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.2.3 to clause 12.2.9 (inclusive);	18. Severance	If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
12.2.11	the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;	18.2	If any provision or part-provision of this agreement is deemed deleted under clause 18.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
12.2.12	there is a change of control of the other party; or	19. Entire agreement	
12.2.13	any warranty given by the Service Provider in clause 10.4 of this agreement is found to be untrue or misleading.	19.1	This agreement constitutes 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.
12.3	On termination of this agreement for any reason:		
	12.3.1 all licences granted under this agreement shall immediately terminate;		

Daktela UK Limited terms and conditions of Service Provision

19.2 Each party acknowledges that in entering into this agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

19.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

19.4 Nothing in this clause shall limit or exclude any liability for fraud.

20. Assignment

Neither party shall, without the prior written consent of the other party, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

21. No partnership or agency

Nothing in this agreement 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).

22. Third party rights

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

23. Notices

23.1 Any notice required to be given under this agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this agreement, or such other address as may have been notified by that party for such purposes.

23.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

24. Governing law

This agreement 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 law of England and Wales.

25. Jurisdiction

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

This agreement has been entered into on the date stated at the beginning of it.

The Parties hereto have executed the Agreement as of the date first written above

SIGNED by

Steve McSherry
Director
for and on behalf of DAKTELA UK LIMITED

SIGNED by

for and on behalf of xxxxxx

NAME & TITLE