

1. General Definitions and Interpretations

1.1 In this Agreement unless the context requires otherwise:

“Acceptance Tests” means the tests specified and carried out by BlackLight Software to determine the successful completion of the provision of Products and/or Services;

“Bespoke Software” means any additions, modifications, enhancements or alterations to the Standard Software, and any additional software, to be developed by the Supplier in accordance with the terms of this Agreement;

“Charges” means the price to be paid for the Services set out in the Proposal;

“Client” means the Client as set out in the Proposal above;

“Contract” means the contract for the sale and purchase and/or supply of the Products/Services;

“Data” means any data belonging to or processed by the Client including third party data and personal data;

“DPA” means the Data Protection Act 2018, but reference to DPA shall where relevant include the UK version of GDPR (as supplemented by 205(4) of the DPA), and the EC Electronic Communications Data Protection Directive (2002/58/EC) the Privacy and Electronic Communications (EC Directive) Regulations 2003, each as amended or supplemented and any statutory re-enactment;

“IPR” means any rights in or to intellectual property including, but not limited to, copyright, patents, databases, designs, service marks, utility models, trademarks, brand names, trade names, business names, know-how or confidential information and any other rights in respect of any other industrial or intellectual property, whether registrable or not and wherever existing in the world and including without limitation all rights to apply for any of the foregoing rights;

“BlackLight Software” means BlackLight Software Limited, Company Reg. No 06984990: whose registered address is 4 South Park Way, Junction 41 Business Park, Wakefield, WF2 0XJ; “Personal Data” means personal data as defined in the DPA;

“Products” means any item of hardware or software and such other products as specified in this Agreement;

“Quotation” means the quotation set out in the proposal for the provision of the Services to the Client;

“Services” means the services to be provided by BlackLight Software to the Client as described in the Proposal, the details and specifications for which are set out in Schedule 1 of this Agreement;

“Specification” means the Specification set out in Schedule 1;

“Standard Software” means, where applicable, the computer programs developed and modified by BlackLight Software or its licensors prior to and during the term of this Agreement;

“Third Party Software” means software owned or licensed by a third party and used in the provision of the Services;

“User Acceptance Tests” means testing by the Client of any module or system provided by BlackLight Software under the Contract;

“Working Day” means any day excluding weekends and public and Bank holidays in England and Wales; **2. Basis of Supply**

2.1 A quotation by BlackLight Software does not constitute an offer and a Contract will only be created by the earlier of BlackLight Software confirming to the Client in writing that it will carry out the Services or when BlackLight Software commences the Services. BlackLight Software reserves the right to accept or decline any order of the Client or any purported acceptance of any quotation. Any quotation will be valid for 30 days during which BlackLight Software reserves the right to withdraw or revise the same at any time.

2.2 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by BlackLight Software shall be subject to correction without any liability on the part of BlackLight Software.

2.3 The Client shall be responsible to BlackLight Software for ensuring the accuracy of the terms of any tender documentation, order including any applicable specification or user requirement

submitted by the Client upon which BlackLight Software would rely.

2.4 Where the Client seeks to amend any Specification, BlackLight Software shall, inform the Client of any change to the Charges for the Services or Products as a result of such proposed change and shall, be entitled to suspend or withdraw its Services in whole or in part, until such time as the Client confirms that the revised Charges have been accepted.

2.5 BlackLight Software reserves the right to make any changes in the Specification or in the Products or Services, which do not materially affect their quality or performance or where required to comply with legislative requirements.

2.6 No order which has been accepted by BlackLight Software may be cancelled by the Client except with the agreement in writing of BlackLight Software and on terms set out in condition 13.2.

2.7 BlackLight Software shall use all reasonable endeavours to deliver the Services by the due dates as set down in the Contract.

2.8 In the event of unavoidable delays, BlackLight Software shall inform the client of such delays, in writing, within 3 Working Days prior to the deliverable date of the module in question, stating the cause of the delay and specifying the amended deliverable date. Time of delivery of the Services/Products or any instalment of them shall not be of the essence of the Contract.

2.9 BlackLight Software reserves the right not to reproduce or allow to be hosted any content which it deems to be indecent, immoral, obscene or offensive towards others.

2.10 The price of Products/Services are exclusive of any applicable value added tax, which the Client shall be additionally liable to pay to BlackLight Software.

2.11 Where applicable an estimated number of days will have been estimated for the transfer of existing data into the new application or the building of new interfaces (as described in the Functional Specification). The time taken to complete this task can depend on factors outside BlackLight Software’s control, e.g. the quality of source data. BlackLight Software reserve the right to charge for extra time should this initial estimate be exceeded.

2.12 The price of Products/Services are exclusive of any applicable value added tax, which the Client shall be additionally liable to pay to BlackLight Software.

3. BlackLight Software’s General Responsibilities

3.1 BlackLight Software shall appoint an individual as its Account Manager. The Account Manager shall have authority to represent BlackLight Software on all day to day matters relating to the Services or arising from this Agreement.

3.2 BlackLight Software shall not be liable for loss of or damage to any property or equipment or other property of the Client save where such equipment is under the direct and sole control of BlackLight Software and such loss or damage does not arise from any act or omission of the client, its employee’s officers, representative’s agents or contractors.

3.3 BlackLight Software shall ensure that its employees and associates, when at the Client’s premises, comply with any reasonable site rules and regulations relating to health, safety, and security.

3.4 BlackLight Software shall, where providing hosting Services use its reasonable endeavours to carry out maintenance at times which cause as little disruption or loss of service to the client as possible. Where disruption or loss of service occurs, BlackLight Software shall use its reasonable endeavours to keep any such disruption or loss of service to a minimum. BlackLight Software shall not be liable to the Client as a result of any loss of or disruption to its hosting service.

4. Clients General Responsibilities

4.1 The Client shall use all reasonable endeavours to co-operate with BlackLight Software to facilitate the timely provision of the Services and shall appoint an individual as its Project Manager. The Project Manager shall have authority to represent the Client on all day to day matters relating to the Services or arising from this Agreement. Any communication in writing signed by a nominated Project Manager shall be binding in respect of all matters concerning the implementation of the Services.

4.2 The Client shall at all times keep its property and equipment fully insured.

4.3 The Client shall promptly provide BlackLight Software with all data (including text content for web pages) necessary for the performance of this Agreement as may be requested by BlackLight Software from time to time.

4.4 In the event of unavoidable delays, the Client shall inform BlackLight Software of such delays, in writing, within 3 Working Days prior to the deliverable date, stating the cause of the delay and specifying the amended deliverable date.

5. Delivery, Testing and Acceptance

5.1 If any delay or failure in the Client’s performance of the Client’s obligations under this Agreement causes BlackLight Software delay in the performance of its obligations under this Agreement and/or causes BlackLight Software incur additional costs, then BlackLight Software is entitled to an extension of time to meet its obligations under this Agreement to take account of the impact caused by such delay and the provisions of conditions 2.4 shall apply.

5.2 Upon completion of the creation of a system, or any module of a system, BlackLight Software shall notify the Client in writing of such completion and proposals for carrying out Acceptance Tests.

5.3 BlackLight Software shall prepare, with the reasonable assistance of the Client, and deliver in accordance with the Proposal and on a medium suitable for testing a copy of the module capable of suitable for User Acceptance Tests.

5.4 The Client shall, if reasonably required by BlackLight Software, prepare and provide test cases and test databases sufficient to enable each of the Acceptance Tests to be performed.

5.5 The Acceptance Tests in relation to each module shall be suitable to demonstrate that the relevant module, and any of the other modules which have been accepted prior to the commencement of such Acceptance Tests, fulfil the requirements of such module/s or system.

5.6 BlackLight will provide the client with 20 Working Days from delivery of the Module in which to carry out User Acceptance Tests of the module and/or system.

5.7 Before the release of a working module or system to the Client, BlackLight Software shall carry out pre-defined, mutually agreed, UAT (User Acceptance Testing).

5.8 At the end of the period referred to in condition 5.6, and subject to the Client not identifying any failure of the module or system to meet the Specification, and which are not thereby rectified by BlackLight Software, BlackLight Software shall require the Client to certify in writing to BlackLight Software in a form provided by BlackLight Software (the Acceptance Certificate”), that the Client has conducted full program and systems testing of all relevant parts of that module/the System and believes that that module/the System will perform to meet the Specification.

5.9 Save where the Client has identified any failure to meet the Specification, the Supplier shall promptly, and not less than 3 Working Days following the period referred to in condition 5.6 provide BlackLight Software with a properly signed and dated Acceptance Certificate.

5.10 Upon receipt by BlackLight Software of a properly completed Acceptance Certificate, and subject to BlackLight Software not, acting reasonably, having reason to believe that the Client will not pay for the module or System which was the subject of the Acceptance Test, BlackLight Software provide to the Client the working module/System (as appropriate) for installation on the platform together with documentation containing all information relating to the module/System which will enable the Client to make full and proper use of the system in conjunction with the platform.

5.11 Where the Client fails to provide an Acceptance Certificate in accordance with this condition 5, and in the absence of any defined non-acceptance test notification to BlackLight Software of any failure to meet the Specification, or where BlackLight Software tests for such alleged failure and it is either not a failure under the Contract, or is repaired by BlackLight Software, the Client will be deemed to have accepted the module/System in question from the latter of the date of such repair by BlackLight Software or the end of the period referred to in condition 5.6.

5.12 Where applicable BlackLight Software have estimated the number of days for the assistance with User testing and Training (as described in the Functional Specification). The time taken to complete this task can depend on factors outside BlackLight Software control, e.g. the amount of assistance required and the timely attendance at Training Meetings. Therefore, BlackLight Software reserve the right to charge for extra time should this initial estimate be exceeded.

6. General IPR & Rights

6.1 Any IPR in any information, software, connectivity, configuration and data provided by the Client or by a third party on the Client's behalf, which BlackLight Software require for the provision of the Services, shall remain vested in the owner of such IPR.

6.2 Any IPR in any Third-Party Software shall remain vested in the owner of such IPR and BlackLight Software shall, subject to condition 6.3, use its reasonable endeavours to pass on to the Client such licences as are transferable in respect of such Third-Party Software.

6.3 BlackLight Software shall retain all title in all Products and IPR supplied under this Agreement. Upon full and final payment to BlackLight Software, it shall (where applicable):

6.3.1 Grant to the Client an irrevocable, non-exclusive and perpetual (except as set out in this Agreement) licence to use and copy (and to permit the other members of the Client Group to use and copy) the Standard Software for the purposes of the businesses of the Client Group from time to time

6.3.2 Deliver to the Client the updated and annotated version of the Bespoke Software included in the relevant module/system in source code and object code form the source code referred to in 6.3.1 on a suitable media once full payment has been received.

6.3.3 Deliver to the client the licences in respect of Third-Party Software referred to in condition 6.2.

6.4 BlackLight Software shall, subject to the provisions of this Agreement and compliance by the Client of the Terms of this Agreement, indemnify the Client against all direct losses and expenses arising as a result of any action or claim of infringement of the IPR rights provided to the Client in accordance with the provisions of this condition.

6.5 The indemnity in clause 6.3 is subject to the following conditions:

6.5.1 The Client promptly notifying BlackLight Software in writing of the claim;

6.5.2 The Client making no admissions or settlements without BlackLight Software's prior written consent;

6.5.3 The Client giving BlackLight Software all information and assistance that BlackLight Software may reasonably require; and

6.5.4 The Client allowing BlackLight Software complete control over the litigation and settlement of any action or claim.

7. General Warranties

7.1 BlackLight Software warrants to the Client that the Services will be provided with all reasonable skill and care and in accordance with good industry practice of companies offering services of the type offered by BlackLight Software and that any Products supplied are, on Acceptance, fit for purpose.

7.2 BlackLight Software warrants to the Client that where it is acting as a reseller in respect of any Products it shall, to the extent it is reasonably able in all the circumstances, assign or make available to the Client the benefit of any warranties given by the manufacturer of such Products. BlackLight Software's sole liability in this respect shall be to assist the Client in obtaining the benefit of any warranties given by the manufacturer.

7.3 Except as expressly set out in this Agreement, BlackLight Software gives no warranties in relation to Third Party Software or in relation to any Products that may be used in the carrying out of the Services, or that may be used by the Client in relation to the Services.

7.4 The Client Warrants to BlackLight Software that the IPR in any design, logo or other form or content which the Client instructs BlackLight Software to reproduce is the property of the Client and that the Client has the right to reproduce and to instruct BlackLight Software to reproduce the same. The Client hereby fully indemnifies and shall keep indemnified BlackLight Software and hold BlackLight Software harmless against all claims actions

costs and losses suffered by BlackLight Software as a result of or arising from a third party claim in respect of BlackLight Software reproducing the same in pursuance of providing the Services.

7.5 Each party Warrants that the Transfer of Undertakings (Protection of Employees) Regulations 2006 ("the Regulations") will not apply to any employee of the party or of any third party who may have been involved in providing similar services to the customer prior to BlackLight Software or which may work with BlackLight Software on behalf of the Client during the provision of the Services and each party hereby fully indemnifies and shall keep indemnified the other party and hold the other party harmless against all claims actions costs and losses suffered by a party as a result of or arising from any claim made against a party in respect of a party bringing a claim on the basis that the Regulation applied.

7.6 Subject as expressly provided in this Agreement, and except where the Products are sold or the Services are supplied to a

person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

7.7 BlackLight Software shall not be liable to the Client or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform any of BlackLight Software's obligations in relation to the provision of Products/Services, if the delay or failure was due to any cause beyond BlackLight Software's reasonable control.

7.8 Where applicable BlackLight software may have estimated the load/disk space impact on any existing or new Hardware/Server(s) for the new application assuming the no of transactions/users (as defined in the Specification). However, the average response time of the Hardware following implementation of the new system can depend on many factors outside of BlackLight Software's control e.g. the use of the existing applications, the amount of Data stored etc. BlackLight Software is therefore not liable for the cost of any upgrade that may be required.

8. Liability & Indemnity

8.1 The following provisions set out the entire financial liability of BlackLight Software (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client in respect of any breach of this Agreement and any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

8.2 Subject to condition 8.3:

8.2.1 BlackLight Software's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to the total Charges paid or payable by the Client as set out in the Proposal; and

8.2.2 BlackLight Software shall not be liable to the Client in contract, tort (including negligence or breach of statutory duty) for any loss of profit; loss of business; depletion of goodwill or any other indirect or consequential loss or damage, costs, expenses or other claims for indirect or consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

8.3 BlackLight does not exclude or limit its liability to the Client for: (a) fraud or fraudulent misrepresentation; (b) death or personal injury caused by negligence; (c) a breach of any obligations implied by section 12 of Sale of Goods Act 1979 or section 2 of Sale of Goods Act 1982; or (d) any matter for which it would be unlawful for the parties to exclude liability.

8.4 In respect of the provision by BlackLight Software to the Client of hosting Services, the maximum liability of BlackLight Software, shall subject to the provisions of condition 8.3 not exceed £1,000.

8.5 BlackLight Software shall not be liable to the Client or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of BlackLight Software's obligations in relation to the Services, to the extent that the delay was due to any cause beyond BlackLight Software's reasonable control or due to any unreasonable delay on the part of the Client in executing its obligations under this Agreement.

8.6 Each party hereby indemnifies the other party and agrees to keep the other party indemnified in respect of any claims made

against the other party by third parties and all related costs, damages, losses or expenses incurred by the other party through misuse of the Services or Third-Party Software by a party or through any other breach by a party of this Agreement or through a party's negligence.

9. Charges & Payment

9.1 The Client shall pay all agreed Charges in accordance with this Agreement. Where the Proposal does not contain details of when payments are payable, the following provisions of this condition 9.1 shall apply: All Invoices payable 30 days from date of invoice; Annual charge invoiced in advance and payable thirty days from date of invoice.

9.2 The Client shall pay in full and without any counter claim or set off within 30 days of invoice.

9.3 The Client shall pay within 30 days of invoice date any additional charges that are incurred as a result of the Client's instructions to add to or amend the Services or, as may be agreed between the parties, are required as a result of any inaccuracy, delays or other cause wholly or partly attributable to the Client, and the provisions of condition 2.4 shall apply.

9.4 Appropriate credit checks may be undertaken by BlackLight Software before providing the Services and the Client shall provide all assistance and permissions reasonably required in connection thereto. The Client acknowledges that in BlackLight Software carrying out credit reference checks against the Client, this may affect the Client's credit rating.

9.5 Payment of all Charges, expenses and other payments shall be made in full and free from any deductions, rights of set-off, counterclaims or liens. Expenses will only be submitted after prior written agreement by the customer

9.6 In the event of late payment and in addition to and notwithstanding any provisions and remedies for late payment contained in this Agreement or otherwise BlackLight Software may also choose to suspend performance of this Agreement in accordance with the provisions of condition

9.7 BlackLight Software shall retain all title in all Products and IPR supplied under this Agreement until payment is received in full.

9.8 BlackLight Software shall be entitled to recover the Charges notwithstanding that delivery of the Products may not have taken place, Services may not have been performed to completion and the property and IPR in the Products has not passed to the Client. The time of payment of the Charges shall be of the essence of the Contract.

9.9 If the Client fails to make any payment on the due date then, without limiting any other right or remedy available to BlackLight Software, BlackLight Software may:

9.9.1 Cancel the Contract and/or suspend any further deliveries/Services to the Client, provided that notice of such non-payment has been given to the Client and such outstanding sum has not been repaid within 10 days of the date of such notice;

9.9.2 Appropriate any payment made by the Client to such of the Products (or the products/services supplied under any other contract between the Client and BlackLight Software) as BlackLight Software may think fit (notwithstanding any purported appropriation by the Client); and

9.9.3 Charge the Client interest (both before and after any judgment) on the amount unpaid, at the rate of 3 per cent per annum above HSBC Bank base rate from time to time, until payment in full is made. Interest shall accrue daily and be compounded monthly (a part of a month being treated as a full month for the purpose of calculating interest). The parties agree that this constitutes a substantial remedy in terms of the Late Payment of Commercial Debts (Interest) Act 1998.

9.10 Where applicable BlackLight Software will have estimated a number of days for Project Management (as described in the Functional Specification or Quotation). This allowance is for BlackLight Software to manage the technical aspects of the Project and assumes the customer will also allocate a Project Manager to control their own resources that may be required to successfully implement the system. BlackLight Software reserve the right to charge the customer for extra time if the customer's Project Manager cannot be made available and the BlackLight Software Project Manager is required to also manage the customer aspects of the project.

10. Confidentiality

10.1 Each party recognises that under this Agreement it may have access to or otherwise receive trade secrets and confidential or proprietary information of the other party, including but not limited to information concerning products, clients, financial or contractual arrangements. All such information constitutes "Confidential Information". Each party agrees to use all reasonable endeavours not to divulge the other party's Confidential Information to any of its employees or subcontractors who do not need to know it, and to use all reasonable endeavours to prevent its disclosure to or access by any third party without the prior written consent of the disclosing party.

10.2 The provisions of condition 10.1 shall not apply to the whole or any part of the Confidential Information to the extent that it is already in the other's possession or in the public domain other than as a result of a breach of this condition 10 or which the other is required to disclose by reason of a statutory or regulatory requirement having the force of law or by reason of an order of a court of competent jurisdiction.

10.3 BlackLight Software may only use the Client's name as being one of its clients in its publicity and promotional material if the form and context of such use is approved by the Client in writing in advance of publication of such material.

10.4 The rights and obligations of the parties under this condition 10 shall subsist for 5 years following expiry or termination of this Agreement howsoever caused.

11. Dispute Resolution Procedure

11.1 Any dispute between the parties arising in relation to or arising out of any aspect of this Agreement (whether as a matter of contractual interpretation or otherwise) ("Relevant Dispute") shall be resolved in accordance with the provisions of this condition 11.

11.2 When a party determines that a Relevant Dispute has arisen, that party shall notify the other in writing of the same and the respective Project or Account Manager of each party shall consult in good faith in an attempt to resolve the Relevant Dispute.

11.3 Either of the Project or Account Managers may refer a Relevant Dispute to a senior officer of its employer at any time. If the parties' senior officers fail to resolve a Relevant Dispute within 5 Working Days of such referral (or such other period as may be agreed between the parties) then either may refer the dispute to the Client's Managing Director (or equivalent office holder) and BlackLight Software's Managing Director from time to time. If the Client's and BlackLight Software's Managing Directors fail to resolve a Relevant Dispute referred to them within 15 Working Days of such referral then either party shall have the option to refer the matter to the British Computer Society and their decision shall be adhered to.

12. Termination

12.1 This Agreement may be terminated immediately by notice in writing only if due to the following conditions and by the following parties due to those conditions:

12.1.1 By BlackLight Software where the Client fails to pay any sums due under this Agreement before the expiry of a period of 10 Working Days from receipt by the Client of a notice from BlackLight Software advising that such sums are overdue;

12.1.2 by either party if the other party is in material or continuing breach of any of its obligations under this Agreement and fails to remedy the breach (if capable of remedy) within a period of 15 Working Days after the other party serves written notice of such breach;

12.1.3 by either party if:

12.1.3.1 the other party ceases trading or passes a resolution for its winding-up or a court of competent jurisdiction making an order for the other party's winding-up or dissolution other than for the purposes of a bona fide solvent amalgamation or reconstruction;

12.1.3.2 the making of an administration order in relation to the other party or the appointment of a receiver over, or an encumbrance taking possession of or selling, an asset of the other party;

12.1.3.3 The other party making an arrangement or composition with its creditors generally or making an application to a court of competent jurisdiction for protection from its creditors generally; or

12.1.3.4 The other party suffers any event analogous to the events set out in clauses 12.1.3.1 to 12.1.3.3 (inclusive) in any jurisdiction in which it is incorporated or resident.

12.2 Save where set out in the Protocol or otherwise agreed in writing, the provision by BlackLight Software to the Client of hosting Services shall be terminable on not less than 3 months' notice.

13. Consequences of Termination

13.1 Termination under the provisions of condition 12 will be without prejudice to any accrued rights or outstanding liabilities of either party at the date of termination.

13.2 If either party terminates the Agreement under the provisions of condition 12 before the Services have been provided in their entirety, except where the Client terminates the Agreement under the provisions of condition 12.1.2 and condition 12.1.3, BlackLight Software shall be entitled to Charge the Client and the Client will pay to BlackLight Software the greater of:

13.2.1 100% of all unpaid work-in-progress which is chargeable under the provisions of condition 7.2 including the cost of all labour and materials used and expenses incurred by BlackLight Software in the provision of the Services; or

13.2.2 A sum representing 25% of the Charges payable under this Agreement as set out in the Proposal.

13.3 In the event that the Client terminates this Agreement under the provisions of condition 12.1.3 the Client shall be entitled to appoint a third party service provider to continue and complete the provision of the Products and/or Services as set out in this Agreement and BlackLight Software agrees to provide such party with all reasonable information to enable the party to complete the provision of Products/ Services and BlackLight Software shall, subject to BlackLight Software satisfying itself that the costs are reasonable, and upon receipt of a valid Vat invoice, bear any such reasonable costs of the third party limited to the value of Charges already received by BlackLight Software in the provision of the Services.

14. Non-Solicitation

14.1 For the duration of, and for the period of 12 months following expiry or termination of, this Agreement, neither party shall without the other's prior written consent actively solicit or entice away (or seek or attempt to solicit or entice away) from employment of the other any person employed by the other in the performance and/or administration of the provision of the Services (or any person who has been so employed in the preceding 6 months).

15. General Provisions

15.1 Entire Agreement and Variations This Agreement together with the documents referred to in it constitutes the entire agreement between BlackLight Software and the Client. Each party confirms that it has not relied upon any representation not recorded in this Agreement as an inducement to enter into this Agreement. No variation of these terms and conditions will be valid unless made in writing and signed by both parties.

15.2 Severability If any of the provisions of this Agreement are judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of them will not be prejudiced, unless the substantive purpose of this Agreement is thereby frustrated, in which case either of BlackLight Software or the Client may terminate this Agreement forthwith on written notice.

15.3 Waiver No forbearance or delay by either party in enforcing its respective rights will prejudice or restrict the rights of that party and no waiver of any such rights or of any breach of any terms of this Agreement will be deemed to be a waiver of any other right or of any later breach.

15.4 Relationship of the Parties the relationship between BlackLight Software and the Client is that of independent contractor. Neither party is agent for the other, and neither party has any authority to enter into any contract, whether expressly or by implication, in the name of the other party, without that party's prior written consent.

15.5 Rights of Third Parties Nothing in this Agreement is intended for the benefit of any third parties and the terms of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded.

15.6 Notices All formal notices to be given under this Agreement may be given personally or by recorded delivery post or by facsimile, or as may be notified to the other party from time to

time in writing, and if delivered personally shall be deemed served on the other party on the day of delivery and if posted by recorded delivery shall be deemed to have been accepted on the expiry of forty eight hours after posting and on proving posting it will be sufficient to produce a copy of the notice properly addressed with the relevant post office receipt for its dispatch by recorded delivery. Notices may be sent by facsimile transmission and by email transmission and no error message has been received. Correctly directed facsimile transmissions and/or email transmissions shall be deemed to have been delivered instantaneously on transmission.

15.7 Changes to Services BlackLight Software may at any time make any changes to the Services provided that they are necessary in order to comply with any statutory requirements. Notice of any such change shall be given to the Client at the earliest reasonable opportunity.

15.8 Variation of Agreement Neither party may vary the terms of this Agreement without the prior written consent of the other.

15.9 Force Majeure Neither party will be liable to the other for any delay in or failure to perform its respective obligations (other than for payment of money) as a result of any cause beyond its reasonable control, including but not limited to acts of God, fire, flood, lightning, war, revolution, act of terrorism, strikes, lockouts or other industrial action (but excluding the affected party's own employees) provided that if any such delay or failure subsists for a period exceeding 20 Working Days then either party may terminate this Agreement by notice given to the other. Any termination under this condition 15.9 shall be subject to condition 13 but shall otherwise not cause either party to be liable to the other in respect of such termination.

15.10 Assignment Neither party shall assign the whole or any part of its rights, duties, liabilities or obligations arising under this Agreement without the prior written consent of the other party such consent not to be unreasonably withheld or delayed. The Client may assign the benefit of this Agreement to any group company at any time upon notice to BlackLight Software.

15.11 Governing Law and Jurisdiction These terms and conditions are governed by and construed in all respects in accordance with the laws of England and the parties agree that this Agreement and any dispute arising out of it be subject to the exclusive jurisdiction of the English Courts.

16. Data Protection

16.1 The Client hereby authorises BlackLight Software to access the Client's Data where such access is necessary to provide the Services.

16.2 The Client warrants that it has or shall secure all necessary rights and permissions for BlackLight Software to provide the Services including, without limitation, rights and permissions from third parties (including employees of the Client) under the Human Rights Act 1998 and the Regulation of Investigatory Powers Act 2000 and the DPA and shall maintain all such permissions throughout the term of this Agreement.

16.3 BlackLight Software acknowledges that Data may be supplied to BlackLight Software for the purposes of, or in connection with, this Agreement and that such Data may comprise Personal Data under the terms of the DPA. BlackLight Software undertakes that it shall use any such Personal Data solely for the purposes of providing the Services and to process the same only in accordance with the Client's instructions. The Client acknowledges that any security measures to be taken in respect of any such Personal Data are BlackLight Software's standard procedures and BlackLight Software shall not be required to take any other measure in respect of the security of the Personal Data.

16.4 The Client warrants that any instructions it gives to BlackLight Software will be given in accordance with the DPA. The Client warrants that it is legally entitled to allow BlackLight Software to process the Data.