

SAAS Agreement – Schedule 1: Agreement Details

NOW IT IS AGREED as follows:

1. **Definitions and construction**

1.1 In this Agreement the following expressions shall apply (save where the context otherwise requires):

“Affiliate” means each and any Subsidiary or Holding Company of a party and each and any Subsidiary of a Holding Company of a party.

“Commencement Date” means the date services are to commence as set out in the SAAS Agreement.

“Customer Data” means all data processed by Provider or otherwise provided to Provider pursuant hereto.

“Customer Equipment” means the hardware and software which the Customer is required to have in use in order to use and enable the Services to be provided in accordance with this Agreement.

“Downtime” means a period during Service Hours during which there is total loss of the Services.

“Initial Period” means the period of 3 months commencing on the Commencement Date.

“Intellectual Property Rights” means all copyrights, patents, database rights, registered and unregistered design rights, trademarks and service marks and applications for any of the foregoing, together with all trade secrets, know-how, rights to confidence and other intellectual and industrial property rights in all parts of the world and for the full term thereof including all rights to renew the same.

“Month” means a calendar month and “monthly” shall be construed accordingly.

“Outage” means an instance of Downtime.

“Representative” the person appointed by a party to represent its interests hereunder in

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	respect of the management and provision of the Services.
“Server”	the computer(s) used by Provider to provide the Services.
“Service Fee”	the fee as set out in the SAAS Agreement covers the provision of the Services and is payable monthly in advance.
“Service Hours”	means the hours the services will be available for the customer to connect and use and is 24/7.
“Service Interruption”	means a period during Service Hours during which there is partial loss of the Services.
“Service Levels”	means the levels of performance to which the Services are to be provided to the Customer by Provider as set out in Schedule 2.
“Services”	means the set-up, hosting and ongoing management of the services as set out in the SAAS Agreement and in more detail on the provider website.
“Software”	means the software used by Provider to provide the Services which is either Provider’s proprietary software or third party software in respect of which Provider has a licence.
“System Management Regulations”	<p>means regulations introduced by Provider from time to time for the better management of the Services and which may include (but are not limited to):</p> <ul style="list-style-type: none">(i) defining minimum specifications for equipment used by the Customer to interface with the Services (including, but not limited to, routers, firewalls and PCs);(ii) regulations to ensure that the network through which the Services are provided is not overloaded and that the security and integrity of the

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network is maintained and including regulations which arise from the need to comply with regulations of any data centre facility engaged by Provider in connection with the Services; and

- (iii) regulations to ensure that any database or other applications which form part of the Services are used to the best effect and within their capacities.

“Term” means the effective term of this Agreement.

1.2 The headings in this Agreement do not affect its interpretation. Save where the context otherwise requires, references to clauses and schedules are to clauses and schedules of this Agreement.

1.3 Unless the context otherwise so requires:

1.3.1 references to Provider and the Customer include their permitted successors and assigns;

1.3.2 references to statutory provisions include those statutory provisions as amended or re-enacted;

1.3.3 references to any gender include all genders;

1.3.4 words in the singular include the plural and in the plural include the singular.

1.4 In the event of any conflict between the terms and conditions of this Agreement and any provision of any schedule, the terms and conditions of this Agreement shall prevail.

1.5 **Holding company** shall be construed in accordance with sections 736 and 736A of the Companies Act 1985.

1.6 **Subsidiary** shall be construed in accordance with sections 736 and 736A of the Companies Act 1985.

2. Provision of Services and Licences

2.1.1 Provider agrees with effect from the Commencement Date in consideration of the payment of the Service Fee by the Customer to supply the Services on a non-exclusive basis upon the terms and conditions of this Agreement.

2.1.2 The Customer acknowledges that Provider may at any time, and without notice, incorporate licence management software into the Software for the purposes of ensuring that licence rights are not exceeded.

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3. Duration

This Agreement shall commence on the Commencement Date and shall (subject to the provisions for termination set out in this Agreement) continue for the Initial Period and thereafter until terminated by either party giving to the other not less than 180 days' notice in writing (any such notice to expire not earlier than the end of the Initial Period).

4. Service Fee

- 4.1 The Customer undertakes to pay the Service Fee for the Services and additional fees to Provider for any other services provided by Provider, such charges to be based on Provider's then current charging rates.
- 4.2 The Service Fee covers the number of users set out in the SAAS Agreement; any increase in the number of users will result in a pro-rated increase.
- 4.3 The Service Fee covers the number of concurrent connections to the service set out in the SAAS Agreement; any increase in the number of concurrent connections will result in a pro-rated increase.
- 4.4 Without prejudice to all invoices are payable within 30 days after the date thereof unless otherwise agreed in writing.
- 4.5 Provider shall be entitled to charge the Customer interest in respect of the late payment of any sums due under this Agreement (as well after as before judgement) on a daily basis at the rate of 3 per cent per annum above the base rate from time to time of Barclays Bank plc from the due date therefor until payment.
- 4.6 Provider shall be entitled to increase the Service Fee by giving at least 60 days' prior written notice to the Customer.
- 4.7 All sums due under this Agreement are expressed exclusive of VAT but will be subject to VAT which will be payable by the Customer.

5. Service Levels

- 5.1 Provider undertakes with the Customer that it will use its reasonable endeavours to ensure that the Services and each component thereof will, subject to Clauses 10.5 and 15, be provided to the levels of performance specified in the Service Levels save where otherwise expressly provided for by this Agreement.

6. Outages, Service Interruptions and Changes to Services

- 6.1 Outages or Service Interruptions may be made by Provider when in its reasonable opinion they are necessary to facilitate improvements to or maintenance of the Services. Provider will use reasonable endeavours to minimise the Outages or Service Interruptions that may be caused by a change.
- 6.2 If Outages or Service Interruptions are required under Clause 6.1, Provider will endeavour to schedule them so as to minimise impact on the Services

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and will notify the Customer of the anticipated commencement time and its estimated duration.

- 6.3 Customer requested interruptions (including, but not limited to, request for an application server to be re-booted) will be fulfilled but will not be considered a break in service, and will not be a factor when calculating breaches of the Service Levels for any purpose or give rise to any liability on the part of Provider. The Customer is required to request such interruptions via the customer support number listed in Schedule 2. This type of request will require a minimum notice period of 1 hour.
- 6.4 Provider shall provide initial notice to the Customer's Representative by telephone, e-mail or comparable notification service within 1 hour of Provider becoming aware of an event that has caused or may cause an unscheduled Outage. If the Customer becomes aware of such event without having been previously notified thereof by Provider, the Customer shall promptly provide initial notice to Provider via customer support number listed in Schedule 2. Status reports about the event will continue at 1 hour intervals until either the event has been resolved or Provider and the Customer have agreed a course of action that does not require continued notification.

7. Warranties and indemnities

7.1 Provider warrants to and undertakes with the Customer that:

- 7.1.1 Provider will use its reasonable efforts to provide the Services and to exercise reasonable care and skill and in accordance with the terms of this Agreement;
- 7.1.2 Provider has full right power and authority to provide the Services to the Customer in accordance with the terms of this Agreement; and
- 7.1.3 Provider has all requisite registrations under UK data protection legislation and will maintain such registrations throughout the Term and will comply with the provisions of such legislation.

7.2 Except for the express warranties set forth in this Clause 7, the Services are provided on an "as is" basis, and the Customer's use of the Services is at its own risk. Provider does not make, and hereby disclaims, any and all other express and/or implied warranties, statutory or otherwise, including, but not limited to, warranties of merchantability, fitness for a particular purpose and any warranties arising from a course of dealing, usage, or trade practice. Provider does not warrant that the Services will be uninterrupted, error-free, or completely secure.

7.3 Provider does not and cannot control the flow of data to or from its network and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or omissions of such third parties can impair or disrupt connections to the Internet (or portions thereof). Although Provider will use commercially reasonable efforts to take all actions it deems appropriate to remedy and avoid such events, Provider cannot guarantee that such events will not occur. Accordingly, Provider disclaims any and all liability resulting from or related to such events.

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8. Customer Obligations and Warranties

- 8.1 The Customer is required at all times during the term to maintain the Customer Equipment in good order and working condition and to provide prior written notification to Provider of any changes it makes in respect thereof. At no time during the Term shall the Customer permit the Customer Equipment to fall below the specifications therefor contained in the Schedule 3.
- 8.2 The Customer shall provide all such assistance, facilities and information to Provider as Provider may reasonably require in order to enable it to carry out its obligations under this Agreement.
- 8.3 The Customer undertakes at all times during the Term to comply with all current System Management Regulations. Provider shall give not less than 14 days' written notice to the Customer of additions and changes to System Management Regulations.
- 8.4 In the event that the Customer is in breach of any of its obligations under this Agreement, then:-
 - 8.4.1 Provider can not be held responsible should the Services fail to comply with the Service Levels as a result (directly or indirectly) of such Customer breach and no service credits will accrue on account thereof;
 - 8.4.2 Provider shall be entitled to charge the Customer for staff time engaged on rectifying any resulting problems at Provider's then current standard charging rates; and
 - 8.4.3 Provider may without any liability terminate or suspend the Services without prejudice to any other pre-existing rights and obligations of either party.
- 8.5 The Customer represents, warrants and undertakes that:
 - 8.5.1 it has and shall during the Term have the legal right and authority to use and have used the Customer Equipment as contemplated under this Agreement;
 - 8.5.2 it will use the Services only for lawful purposes and in accordance with this Agreement; and
 - 8.5.3 any software, data, equipment or other materials provided by the Customer to Provider or employed by the Customer in its use of or receipt of the Services shall not infringe any Intellectual Property Rights, privacy or personal data interests of any third party and shall not be obscene or defamatory of any person and shall not violate the laws or regulations of any state which may have jurisdiction over such activity.
- 8.6 In the event of any breach of any of the foregoing representations or warranties, in addition to any other remedies available at law or in equity, Provider will have the right to suspend immediately any related Services if deemed reasonably necessary by Provider to protect the proper interests of

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Provider or its other customers. If practicable and depending on the nature of the breach, Provider may (in its absolute discretion) give the Customer an opportunity to cure such breach. In such case once the Customer has cured the breach, Provider will promptly restore the Service(s).

9. Security

9.1 Each party recognises that it is impossible to maintain flawless security but (where relevant) Provider shall take all reasonable steps to prevent security breaches in its servers' interaction with the Customer and security breaches in any interaction with resources or users outside of any firewall that may be built into Provider's servers.

9.2 The Customer is responsible for maintaining the confidentiality of any passwords which are required to access the Software and the Services and is solely responsible for any damage caused by any such unauthorised access.

10. Limitation of Liability

10.1 Except as expressly stated in Clause 10.2:

10.1.1 Provider's liability, whether under this Agreement or any collateral contract, for loss of or damage to the Customer's tangible property caused by the negligence of Provider, its officers, employees, contractors or agents, shall not exceed the cap on the providers professional indemnity insurance cover.

10.1.2 Provider shall have no liability for any losses or damages which may be suffered by the Customer (or any person claiming under or through the Customer), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:

10.1.2.1 special damage, even though Provider was aware of the circumstances in which such special damage could arise;

10.1.2.2 loss of profits;

10.1.2.3 loss of anticipated savings;

10.1.2.4 loss of business opportunity;

10.1.2.5 loss of or goodwill;

10.1.2.6 loss of or damage to data;

provided that this Clause 10.1.2 shall not prevent claims for loss of or damage to the Customer's tangible property that fall within the terms of Clause 10.1.1 **Error! Reference source not found.** or any other claims for direct financial loss that are not excluded by any of categories set out in Clauses 10.1.2.1 -10.1.2.6 inclusive of this Clause 10.1.2.

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- 10.1.3 to the extent that not excluded by Clauses 10.1.1, 10.1.2, 10.3, 10.4, 10.5 or otherwise, the total liability of Provider, whether in contract, tort (including negligence) or otherwise and whether in connection with this Agreement or any collateral contract, shall in no circumstances exceed in aggregate a sum equal to the cap on the providers professional indemnity insurance cover.
- 10.1.4 the Customer agrees that, in entering into this Agreement, either it did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in this Agreement or (if it did rely on any representations, whether written or oral, not expressly set out in this Agreement) that it shall have no remedy in respect of such representations and (in either case) Provider shall have no liability otherwise than pursuant to the express terms of this Agreement;
- 10.2 The exclusions in Clause 10.1 shall apply to the fullest extent permissible at law but Provider does not exclude liability for:
 - 10.2.1 death or personal injury caused by the negligence of Provider, its officers, employees, contractors or agents; or
 - 10.2.2 fraud or fraudulent misrepresentation; or
 - 10.2.3 breach of the obligations implied by Section 12 Sale of Goods Act 1979 or Section 2 Supply of Goods and Services Act 1982; or
 - 10.2.4 any other liability which cannot be excluded by law.
- 10.3 Provider shall not be liable for any loss or damage of whatsoever nature suffered by the Customer arising out of or in connection with any act, omission, misrepresentation or error made by or on behalf of the Customer or arising from any cause beyond Provider's reasonable control.
- 10.4 The Customer accepts that Provider is in no way liable for any virus or other contaminants which enter the Customer's email system or computer network via email.
- 10.5 Provider shall not be liable for any interruptions to the Services or Outages arising directly or indirectly from:-
 - 10.5.1 interruptions to the flow of data to or from the internet;
 - 10.5.2 changes, updates or repairs to the network or the Software subject to Provider striving to minimise the interruptions/outages that may be caused by such change;
 - 10.5.3 the effects of the failure or interruption of services provided by third parties;
 - 10.5.4 factors set out in Clause 14;
 - 10.5.5 any actions or omissions of the Customer (including, without limitation, breach of the Customer's obligations set out in this Agreement) or any third parties;

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10.5.6 Problems with the Customer's equipment and/or third party equipment;

10.5.7 interruptions to the Services requested by the Customer.

10.6 The Customer agrees that it is in a better position to foresee and evaluate any loss it may suffer in connection with this Agreement and that the Service Fee has been calculated on the basis of the limitations and exclusions in this Clause 10 and that the Customer will effect insurance as is suitable having regard to its particular circumstances and the terms of this Clause 10.

11. Intellectual Property Rights

11.1 Without prejudice to the Customer's rights in its own materials, the parties hereby agree that the Customer shall not acquire any Intellectual Property Rights whatsoever in respect of the Software, documentation and other materials used by Provider in connection with or related to the provision of the Services hereunder.

11.2 Provider warrants that it has all necessary right, title and interest to enable the Customer to benefit from the Services in accordance with this Agreement.

11.3 The Customer hereby grant to Provider:

11.3.1 A non-exclusive, royalty-free, world-wide licence during the Term to use, copy, reproduce, and manipulate data provided by the Customer or resulting from the Services for the purposes of using the data for the provision of the Services; and

11.3.2 A non-exclusive, royalty-free, world-wide licence during the Term to use, reproduce and display the Customer's trade marks for the purposes of using the data for the provision of the Services.

11.4 Subject to any contrary provision in this Agreement, Provider undertakes only to use the Customer's trade marks for the purpose of providing the Services.

12. Termination

12.1 For the purposes of this Clause 12, the following events shall be deemed "acts of default":

12.1.1 if the Customer fails to pay any moneys due pursuant hereto within 7 days of the due date therefor;

12.1.2 if a party commits any material breach of any term of this Agreement (other than one falling under Clause 12.1.1 above) and which, in the case of a breach capable of being remedied, shall not have been remedied within 30 days of a written request by the other party to remedy the same;

12.1.3 if a party is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), or becomes insolvent, or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a

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solvent amalgamation or reconstruction), or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets, or enters into or proposes any composition or arrangement with its creditors generally, or is subject to any analogous event or proceeding in any applicable jurisdiction.

- 12.2 If the Customer commits an act of default then Provider may forthwith suspend the provision of the Services hereunder (or any of them or any part of them) and no such suspension shall be deemed a breach of any term or provision of this Agreement or give rise to any service credits.
- 12.3 If either party commits an act of default, the other party may terminate this Agreement by notice in writing forthwith.
- 12.4 Provider shall have the right, without prejudice to its other rights or remedies, to terminate this Agreement immediately by notice to the Customer if the Customer:
- 12.4.1 undergoes a change of control which does not result in control passing to a company that, immediately prior to the change in question, was an Affiliate of the Customer; or
 - 12.4.2 sells all of its assets or is merged or re-organised in circumstances where it is not the surviving entity; or
 - 12.4.3 disputes the ownership or validity of Provider's Intellectual Property Rights.
- 12.5 Any termination of this Agreement for any reason shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.
- 12.6 In the event that this Agreement is terminated by Provider under this Clause 12 then the Customer shall pay Provider a sum by way of agreed and liquidated damages for Provider's losses and damages by reason thereof such sum being equal to 50% for each Month or part of a Month between the date of such termination and the earliest date on which this Agreement could have expired or been terminated by the Customer in accordance with Clause 3.
- 12.7 In the event of termination of this Agreement:-
- 12.7.1 the Customer agree promptly to pay to Provider all outstanding payments;
 - 12.7.2 Provider's entitlement to use the Customer's trademarks ceases immediately except as necessary for the provision of any post-termination services;
 - 12.7.3 Provider may in its sole discretion agree to provide any assistance reasonably requested by the Customer in connection with the

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hand-over to a third party of any services provided by Provider hereunder, and the Customer shall pay Provider in accordance with Provider's then current standard rates for any such assistance;

- 12.7.4 the Customer's right to receive the Services shall cease automatically;
 - 12.7.5 each party shall immediately return to the other all property and materials containing Confidential Information (as defined in Clause13) belonging to the other.
- 12.8 Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party, nor shall it affect the coming into force or the continuance in force of any provision of this Agreement which is expressly, or by implication, intended to come into force or continue in force on or after that termination.

13. Confidentiality and Ownership of Customer Data

- 13.1 Subject to Clause 13.3, each party receiving information pursuant to this Agreement ("Receiving Party") shall, during the term of this Agreement and thereafter, keep confidential, and shall not use for its own purposes, nor without the prior written consent of the other party ("Disclosing Party") disclose to any third party, any and all information of a confidential nature (including trade secrets and information of commercial value) that may become known to the Receiving Party and which relate to the Disclosing Party or any of its Affiliates (**Confidential Information**).
- 13.2 Provider hereby undertakes not without the Customer's written consent disclose the Customer Data in whole or in part to any other person save those of its employees agents and sub-contractors involved in the provision of the Services and who have, and to the extent that they have, a need to know the same; and
- 13.3 The provisions of Clause 13.1 above shall not apply to the whole or any part of the Confidential Information to the extent that it is:
- 13.3.1 trivial or obvious;
 - 13.3.2 already in the Receiving Party's possession without duty of confidentiality on the date of its disclosure to it by the Disclosing Party;
 - 13.3.3 in the public domain other than as a result of a breach of this clause; or
 - 13.3.4 to the extent that disclosure of such information may be required by any governmental agency or by operation of law and, in either such case, the Receiving Party required to make such disclosure shall, unless legally precluded from doing so, use reasonable endeavours to notify the Disclosing Party of such requirement prior to making the disclosure.

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- 13.4 Each of Provider and the Customer hereby undertakes to the other to make all relevant employees agents and sub-contractors aware of the confidentiality of the Information and the provisions of this Clause 13.
- 13.5 For the avoidance of doubt, all Customer Data shall remain at all times the exclusive property of the Customer and may only be used by Provider in order to fulfil its obligations pursuant hereto.
- 13.6 Provider reserves the right to use all or part of any program, services or materials produced for or acquired on behalf of the Customer for demonstrating its expertise to potential clients, subject always to the provisions of this Clause 13.
- 13.7 The provisions of Clause 13 shall remain in full force and effect notwithstanding any termination of this Agreement.

14. Force majeure

- 14.1 Neither party hereto shall be liable for any breach of its obligations hereunder, except in respect of payment, resulting from causes beyond the reasonable control of the party in default (or its sub-contractors) including but not limited to acts of God, war, insurrection, riot, civil commotion, Government regulation, embargo, explosion, strike, labour dispute, illness, flood, fire or tempest (an 'Event of Force Majeure'). Any time limit or estimate for a party to perform any act hereunder shall be suspended during an Event of Force Majeure.
- 14.2 Each of the parties hereto agrees to give notice forthwith to the other upon becoming aware of an Event of Force Majeure, such notice to contain details of the circumstances giving rise to the Event of Force Majeure.
- 14.3 If a default due to an Event of Force Majeure shall continue for more than 30 days then the party not in default shall be entitled to terminate this Agreement. Neither party shall have any liability to the other in respect of the termination of this Agreement as a result of an Event of Force Majeure but such termination shall not affect any pre-existing rights or obligations of either party.

15. Waiver

The waiver by either party of a breach or default of any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

16. Notices

Any notice request instruction or other document to be given hereunder shall be delivered or sent by first class post or email (such email transmission notice to be confirmed by letter posted within 12 hours) to the address of the other party set out in this Agreement (or such other address as may have been notified) and any such notice or other document shall be deemed to have been served if delivered at the time of delivery and if sent by post upon

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the expiration of 48 hours after posting and if email upon the expiration of 12 hours after dispatch subject to confirmation by letter as set out above.

17. Publicity

No announcement or information concerning this Agreement or any ancillary matter shall be made or released or authorised to be made or released in any advertising publicity promotional or other marketing activities by either of the parties without the prior written consent of the other party.

18. Invalidity and severability

If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.

19. Entire agreement

19.1 Subject to Clause 19.2, this written Agreement (including the Schedules) constitute the entire agreement between the parties hereto relating to the subject matter hereof. Nothing in this Clause 19.1 or Clause 10.1.4 shall relieve either party of liability for fraudulent misrepresentations and neither party shall be entitled to any remedy for either any negligent or innocent misrepresentation except to the extent (if any) that a court or Third Party appointed under Clause 23 may allow reliance on the same as being fair and reasonable.

19.2 No change, alteration or modification to this Agreement shall be valid unless in writing and signed on behalf of both parties hereto.

20. Successors

This Agreement shall be binding upon and enure for the benefit of the successors in title of the parties hereto.

21. Assignment

The Customer shall not be entitled to assign this Agreement nor all or any of its rights and obligations hereunder.

22. Sub-contracting

Provider shall be entitled to sub-contract the whole or any part of its obligations hereunder to any third party but shall remain liable as if it were performing the Services itself.

23. Disputes

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- 23.1 All disputes or differences which shall at any time hereafter arise between Provider and the Customer in respect of the construction or effect of this Agreement or the rights duties and liabilities of the parties hereunder or any matter or event connected with or arising out of this Agreement (a 'Relevant Event') shall be referred to such independent third party (the 'Third Party') as Provider and the Customer shall jointly nominate.
- 23.2 If Provider and the Customer shall fail to nominate a Third Party within 14 days of the date of occurrence of the Relevant Event then the Third Party shall be nominated at the request of either Provider or the Customer by the President for the time being of the British Computer Society.
- 23.3 The Third Party shall act as an expert and not as an arbitrator whose decision (including as to costs) shall, except in the case of manifest error, be final and binding upon Provider and the Customer.

24. Law

This Agreement shall be governed by and construed in accordance with English law and (subject always to Clause 23) the parties submit to the exclusive jurisdiction of the courts of England and Wales.

25. Third Party Rights

No term of this Agreement is intended to confer a benefit on or to be enforceable by, any person who is not a party to this Agreement.

26. Schedules

Schedule 1: Agreement details (this schedule)
Schedule 2: Support Services
Schedule 3: Customer Equipment Requirements
Schedule 4: Disaster Recovery/Business Continuity