



GENERAL TERMS AND CONDITIONS
FOR
PROFESSIONAL SERVICES

1. PRELIMINARIES

- 1.1. Words and phrases in this document (hereinafter the “**Services GTCs**”) beginning with a capital letter shall, except where the context expressly requires otherwise, have their respective meanings given in Appendix 1.
- 1.2. The Supplier owns and operates the Platform and provides ancillary Professional Services in connection with the Platform.
- 1.3. The Customer wishes, subject to the Agreement, to purchase and receive the Professional Services.
- 1.4. The parties agree that the Agreement applies to the provision and receipt of the Professional Services and comprises the following documents:
 - 1.4.1. the Order Form;
 - 1.4.2. these Services GTCs;
 - 1.4.3. the Statement of Work, Project Plan, and Test Strategy (where applicable);
 - 1.4.4. the Data Processing Terms (describing how Personal Data may be processed by the Supplier when acting as a Data Processor under the Agreement); and
 - 1.4.5. all other documentation referred to, and/or incorporated by reference into, the foregoing.
- 1.5. The parties agree that, subject to the execution of the Order Form (and Statement of Work), the Agreement is a legally binding contract between the parties.
- 1.6. Each party warrants and represents to the other that it has the requisite power and authority to:
 - 1.6.1. enter into the Agreement; and
 - 1.6.2. carry out its obligations as contemplated by the Agreement.
- 1.7. The Agreement is for the provision and receipt of Professional Services and, for the avoidance of doubt, the provision and receipt of Platform Services is subject to the Platform GTCs.

2. ELECTRONIC SIGNATURES

- 2.1. The parties agree that:
 - 2.1.1. the Agreement may be electronically executed by the Customer acting through an authorised representative (*e.g.*, by presentation through a *click-wrap*, *scroll-through*, or other similar online workflow and/or ordering or marketplace mechanism); and
 - 2.1.2. where the Customer’s authorised representative clicks “*Accept*” (and/or completes such other affirming act(s) required by the registration and/or ordering process) or downloads, installs, hosts, or otherwise accesses the Platform (the “**Electronic Signature**”), the Customer unconditionally agrees that:
 - 2.1.2.1. such authorised representative has all necessary authority to accept the terms of the Agreement for, and on behalf of, the Customer;
 - 2.1.2.2. the Agreement is binding on the parties from the Effective Date; and
 - 2.1.2.3. the Electronic Signature shall have equivalent standing in applicable Legislation to a physical signature.

3. ORDER FORMS AND THE AGREEMENT

- 3.1. Each Agreement is a separate contract between the parties for the Professional Services described in the relevant Order Form (including the Statement of Work).
- 3.2. Each Order Form:
 - 3.2.1. fully incorporates, and is subject to, these Services GTCs (and the other documents forming the Agreement);
 - 3.2.2. identifies the applicable Professional Services and related Statement of Work;
 - 3.2.3. describes and/or documents:

- 3.2.3.1. the Term;
- 3.2.3.2. any applicable Special Conditions; and
- 3.2.3.3. the Fees.

3.3. The parties may, in connection with an Order Form, agree:

- 3.3.1. a Statement of Work (to include the Specification and the Customer's Responsibilities (in addition to those described elsewhere in the Agreement)); and
- 3.3.2. the Project Plan and/or Test Strategy (where applicable to the Professional Services), and such documents shall form part of the Agreement once agreed.

4. COMMENCEMENT AND TERM

4.1. The Agreement shall:

- 4.1.1. be effective (and binding on the parties) from the Effective Date; and
- 4.1.2. continue, unless and until terminated in accordance with these Services GTCs, for the Term.

5. SUPPLIER'S OBLIGATIONS

5.1. Subject to clauses 5.4 and 8, the Supplier shall, during the Term, perform the Professional Services:

- 5.1.1. using reasonable skill and care;
- 5.1.2. in a prompt and workmanlike manner (including by using reasonable efforts to ensure that documented and agreed Milestones are met provided that any such dates shall be estimates only and time for performance by the Supplier shall not be of the essence unless, with respect to specific Milestones, expressly agreed otherwise in the Order Form);
- 5.1.3. substantially in accordance with the:
 - 5.1.3.1. Statement of Work (including the Specification);
 - 5.1.3.2. Project Plan; and
 - 5.1.3.3. Test Strategy,
 as applicable and to deliver the Deliverables in accordance with the Agreement;
- 5.1.4. to perform its obligations documented in the RACI (where applicable); and
- 5.1.5. in accordance with all applicable Legislation that binds the Supplier as a provider of the Professional Services.

5.2. Subject to clauses 5.4, 5.6, and 8, the Supplier warrants that each Deliverable from the Professional Services shall (on its date of delivery) be free from material defects in quality and workmanship.

5.3. Deliverables may, thereafter, be subject to support where agreed between the parties.

5.4. The Supplier shall have no liability for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over third-party communications networks and facilities, including the internet, and the Customer agrees that the Professional Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

5.5. Where the Supplier hosts any of the Customer's Data under or in connection with the Professional Services, the Supplier shall perform secure back-ups of data held in its systems not less than once in every period of twenty-four (24) hours.

5.6. Where an Order Form specifies a Test Strategy for the completion of acceptance testing on specified Deliverables (each, an "**Acceptance Item**") then, upon completion of the relevant Acceptance Item, the Customer shall have five (5) Business Days from the delivery date (the "**Acceptance Period**") to either:

- 5.6.1. accept; or
- 5.6.2. reject (including by making available a reasonably detailed test summary report), the Acceptance Item due to a Defect.

5.7. If an Acceptance Item:

- 5.7.1. does not contain a Defect then the Customer must accept that Acceptance Item; or

5.7.2. contains a Defect then the Supplier shall have a reasonable period within which to cure the Defect and re-deliver the Acceptance Item for an additional Acceptance Period.

5.8. If the Customer:

5.8.1. fails to notify the Supplier in writing of its acceptance or rejection of an Acceptance Item before the expiry of the Acceptance Period; or

5.8.2. uses the Acceptance Item in a production environment (including in a production environment of the Platform), then such Acceptance Item shall be deemed accepted.

5.9. Upon acceptance of an Acceptance Item, all Professional Services associated with the delivery of the Acceptance Item shall be deemed accepted and the Supplier shall have no further obligation with respect to the Acceptance Item.

6. CUSTOMER'S OBLIGATIONS

6.1. The Customer shall:

6.1.1. comply with all applicable Legislation with respect to its activities under and in connection with the Agreement;

6.1.2. obtain and shall maintain all necessary licences, consents, and permissions necessary for it to provide and/or make available the Customer's Property under the Agreement;

6.1.3. provide, for the Supplier, its Service Partners, agents, sub-contractors, consultants, and employees, in a timely manner and at no charge, access to:

6.1.3.1. the Customer's Sites; and

6.1.3.2. the Customer's personnel,

in each case, as: (a) reasonably required by the Supplier to deliver the Professional Services; or (b) otherwise specified in the Order Form, Statement of Work, Project Plan, and/or Test Strategy;

6.1.4. ensure that access to the Customer's Sites is made in compliance with clause 7;

6.1.5. provide to the Supplier, in a timely manner:

6.1.5.1. all reasonably requested assistance; and

6.1.5.2. Customer's Property,

required by the Supplier in connection with the Professional Services;

6.1.6. ensure that the Customer's Property are complete and accurate in all material respects;

6.1.7. use the latest end-point security and versions of anti-virus definitions and software available from an industry accepted anti-virus software provider in respect of its computer systems, technology and network infrastructure that connect to:

6.1.7.1. Supplier's computing environment (including hosting infrastructure); and

6.1.7.2. the Platform;

6.1.8. unless otherwise agreed in writing, be solely responsible for:

6.1.8.1. procuring and maintaining its network connections and telecommunications links from its systems to the Supplier's data centres; and

6.1.8.2. all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet;

6.1.9. respond promptly to any reasonable requests from the Supplier for instructions or approvals required to provide the Professional Services; and

6.1.10. perform the Customer's Responsibilities,

together, the "**Customer's Obligations**".

6.2. An obligation of the Customer (including the Customer's Obligations) contained in the Agreement includes an obligation on the Customer to ensure that its personnel, representatives, and third-party contractors do not act, or omit to act, in breach of that obligation.

7. CUSTOMER'S SITES

- 7.1. The Customer shall, with respect to the Customer's Sites:
- 7.1.1. comply with all Legislation applicable to the operation of the Customer's Sites including all Legislation relating to or concerning:
 - 7.1.1.1. the environment and emissions;
 - 7.1.1.2. occupational health and safety (including the Health and Safety at Work etc Act 1974 and other Acts owned and enforced by the HSE);
 - 7.1.1.3. the operation of plant and machinery; and
 - 7.1.1.4. hazards and hazardous substances;
 - 7.1.2. carrying out all risk assessments required by applicable Legislation and/or good industry practice; and
 - 7.1.3. have and maintain a written policy for on-site contractors that complies with clause 7.1.1 (including all relevant guidance and codes of practices and/or standards provided by the HSE (or its equivalent in its jurisdiction) (the **"Customer's H&S Policy"**); and
 - 7.1.4. ensure that all employees and representatives of the Supplier (or any Service Partner) attending the Customer's Sites are provided with access to a copy of the Customer's H&S Policy and an appropriate induction to the Customer's Sites and related health and safety procedures.
- 7.2. Notwithstanding the generality of clause 7.1, the Customer shall:
- 7.2.1. take all steps necessary to prevent the occurrence of unsafe conditions or activities in connection with the Professional Services; and
 - 7.2.2. promptly notify the Supplier if it observes, reasonably suspects, or becomes aware of an unsafe condition or activity,
- and, for the purposes of this clause 7, "unsafe" means unacceptable actual or potential hazards and incidents relating to safety, health, or the environment (including in breach of applicable Legislation).
- 7.3. If the Supplier identifies an unsafe condition as described in clause 7.2, the Supplier may require the Customer to remove or, to the extent reasonably possible, mitigate the effect of the unsafe condition before the Professional Services begin or continue, and the Customer must comply with that request promptly and without delay.
- 7.4. The Supplier reserves the right to suspend the delivery of the Professional Services to the Customer where any unsafe condition exists until such time as the unsafe condition has been rectified to the Supplier's reasonable satisfaction.
- 7.5. Subject to the Customer's compliance with clause 7.1, the Supplier shall procure that its employees and representatives (including those of its Service Partners):
- 7.5.1. comply with the Customer's H&S Policy; and
 - 7.5.2. use the Customer's Sites for the sole purpose of providing the Professional Services.
- 7.6. At the Customer's request, the Supplier shall identify the individual members of its employees and representatives (including those of its Service Partners) attending the Customer's Sites (including names, roles, seniority, and other information requested by the Customer) in connection with the Professional Services.
- 7.7. Subject to clause 7.6, the Customer hereby grants to the Supplier (and its employees and representatives (including those of its Service Partner)) a non-exclusive licence to enter and remain on those portions of the Customer's Sites during the Term as Customer determines from time to time to the extent necessary enable the Supplier to perform its obligations under the Agreement.
- 7.8. The Customer shall indemnify and hold harmless from, and against, all Losses arising under and/or in connection with a breach of this clause 7.

8. RELIEF

- 8.1. Subject to clause 18.3, the Supplier shall: not be in breach of the Agreement; and have no liability to the Customer (under any Cause of Action arising under and/or in connection with the Agreement) for Losses arising from any failure by the Supplier or its personnel to perform any obligations under the Agreement, if (and to the extent) such failure:
- 8.1.1. results from the Customer's (or any person acting on its behalf) failure to perform any one or more of the Customer's Obligations;
 - 8.1.2. is caused by any other act, omission, or default of the Customer (or any person acting on its behalf) in the performance of the Customer's Obligations; or

8.1.3. results from the Supplier following the Customer's specifications and/or instructions, (each, a "**Relief Event**").

8.2. If a Relief Event occurs:

- 8.2.1. the Supplier shall notify the Customer of the Relief Event promptly and without undue delay upon becoming aware of it;
- 8.2.2. the Supplier shall, subject to clause 8.1, use reasonable efforts to deliver the Professional Services notwithstanding the Relief Event; and
- 8.2.3. the Supplier may, acting reasonably and without prejudice to any other right or remedy available to it, equitably adjust any:
 - 8.2.3.1. impacted Milestone; or
 - 8.2.3.2. other timetable for delivery agreed between the parties from time to time.

9. **PERSONAL DATA**

9.1. Each party shall:

- 9.1.1. have their respective rights; and
- 9.1.2. comply with their respective obligations, described in the Data Processing Terms.

9.2. The Customer shall ensure that, to the extent it shares or makes available any personal data or personally identifiable information to the Supplier, it is lawfully entitled to do so and does so in accordance with the Data Processing Terms and applicable Legislation.

10. **NON-SOLICITATION**

10.1. Neither party shall, without the prior written consent of the other party, at any time during the period commencing on the Effective Date and ending on the expiry of six (6) months from the termination or expiry of the Agreement:

- 10.1.1. solicit or entice away from the other (including with respect to the Supplier, its Service Partners); or
- 10.1.2. employ or attempt to employ,

any person who is, or has been, engaged as an employee, consultant, or subcontractor of the other in connection with the Professional Services.

10.2. The parties agree that the restriction in clause 10.1:

- 10.2.1. does not prohibit a party from considering an application for employment submitted on an unsolicited basis or in response to a general advertisement; and
- 10.2.2. is reasonable in the circumstances of the Agreement (including to protect the legitimate business interests of the parties).

11. **FEES AND PAYMENT**

11.1. The parties agree that:

- 11.1.1. the Fees payable for the Professional Services shall be as described in the Order Form;
- 11.1.2. the Fees are payable in the currency and frequency described in the Order Form;
- 11.1.3. the Supplier may raise its invoices for the Fees in advance or in arrears of the Professional Services as is specified in the Order Form (and where the Order Form is silent, the Fees shall be payable in advance of the Professional Services);
- 11.1.4. all amounts and Fees stated or referred to in the Agreement are exclusive of all taxes, including any value added tax;
- 11.1.5. value added tax shall be added to the Supplier's invoice(s) at the appropriate rate (if applicable); and
- 11.1.6. the Customer shall pay each invoice on, or before the expiry of, the Due Date.

- 11.2. If the Supplier does not receive full payment of the Fees in accordance with clause 11.1.6 then, without prejudice to any of its other rights and/or remedies available under the Agreement or under applicable Legislation, interest shall accrue on a daily basis on such due amounts at an annual rate equal to the maximum rate prescribed under applicable law, commencing on the Due Date and continuing until fully paid (with the accrued interest), whether before or after judgment.
- 11.3. If the Customer is required by applicable Legislation to make any deduction or withholding from any payment due to the Supplier then the sum due in respect of such payment shall be increased so that, after the making of such deduction or withholding, the Supplier receives a net sum equal to the sum it would have received had no such deduction or withholding been made.
- 11.4. Subject to clause 11.5, the Supplier shall be entitled to be reimbursed for any expenses (such as travel or subsistence expenses) incurred in the performance of the Professional Services provided that such expenses have been authorised by the Customer in advance in writing (*e.g.*, by e-mail or in the Order Form).
- 11.5. The Customer shall reimburse the Supplier for all expenses incurred in compliance with clause 11.4 provided that the Supplier submits to the Customer (at the Customer's request) an invoice and, if requested by the Customer, appropriate receipts or proof of payment for such expenses.

12. INTELLECTUAL PROPERTY RIGHTS

- 12.1. The Customer agrees that, subject to clause 12.2, the Supplier and/or its licensors own, immediately on creation, the Supplier's IPR.
- 12.2. The Supplier hereby grants the Customer, or shall procure the direct grant to the Customer of, a fully paid-up (except for the Fees), worldwide, non-exclusive, royalty-free, non sub-licensable, and non-transferable licence to use the Deliverables:
 - 12.2.1. for its internal business purposes;
 - 12.2.2. strictly to the extent necessary in connection with the receipt of the Professional Services and Platform Services; and
 - 12.2.3. for the Term.
- 12.3. The Supplier may freely incorporate feedback and/or suggested improvements to the Supplier's IPR given by, or on behalf of, the Customer.
- 12.4. Except as expressly described in clause 12.2, the Customer shall have no right or interest in, or to, the Supplier's IPR.
- 12.5. The parties agree that:
 - 12.5.1. as between the parties, the Customer owns all Intellectual Property Rights in and to the Customer's Property; and
 - 12.5.2. the Customer shall have sole responsibility for the legality, non-infringement, reliability, integrity, accuracy, and quality of the Customer's Property.
- 12.6. The Customer hereby grants to the Supplier a non-exclusive, sub-licensable (to its representatives *e.g.*, Service Partners, employees, and sub-contractors), and non-transferrable right to use the Customer's Property to the extent necessary for the Supplier (or the Supplier's representatives and Service Partners as the case may be) to provide the Professional Services in accordance with the Agreement.
- 12.7. If, through the provision of the Professional Services, the Customer (or its representative(s)) comes to own Intellectual Property Rights in the Supplier's IPR by operation of applicable Legislation then the Customer shall (or shall ensure that its representative shall) at the Supplier's request take all steps necessary to promptly assign such Intellectual Property Rights to the Supplier and, to the extent permitted by applicable Legislation, waive all moral rights (and analogous rights) worldwide in connection with such Intellectual Property Rights.
- 12.8. The Customer agrees that the Supplier may:
 - 12.8.1. collect, store, analyse, and process any data, information, and other metrics collected in connection with the Professional Services for the following reasons:
 - 12.8.1.1. making the Professional Services and/or Platform Services functional and available for use in accordance with the Agreement;
 - 12.8.1.2. providing the Professional Services;
 - 12.8.1.3. verifying compliance with the Agreement;
 - 12.8.1.4. planning and implementing improvements to the Professional Services;
 - 12.8.1.5. enabling scalability planning and performance monitoring activities to be carried out;

- 12.8.1.6. preparing accurate invoices;
- 12.8.1.7. creating training data;
- 12.8.1.8. evaluating current and future performance of the Professional Services and related Platform Services;
- 12.8.1.9. training and improving machine learning or AI-based systems; and
- 12.8.1.10. creating, developing, and collecting the Supplier's IPR; and
- 12.8.2. subject to clause 12.9, use Supplier's Data for its business purposes including:
 - 12.8.2.1. improving the Professional Services;
 - 12.8.2.2. developing new or additional products and services;
 - 12.8.2.3. analysing market trends;
 - 12.8.2.4. creating and publishing press releases and white papers; and
 - 12.8.2.5. preparing case studies,
 and, in each case, the Customer hereby gives its consent to the same.

- 12.9. The Supplier shall ensure that use of Supplier's Data:
 - 12.9.1. does not contain personal data;
 - 12.9.2. is not attributable to the Customer (or any other of the Supplier's other customers); and
 - 12.9.3. does not reveal the Customer's Confidential Information.

13. MUTUAL IPR INDEMNITY

- 13.1. Subject to clauses 13.2 to 13.8 (inclusive), each party (as the "**Indemnifying Party**") shall defend and indemnify the other party (as the "**Indemnified Party**") from and against Losses arising under an IPR Claim.
- 13.2. The IPR Indemnity shall only apply to Losses to the extent that such Losses are (or have been):
 - 13.2.1. awarded against the Indemnified Party by a court or other body having competent jurisdiction; or
 - 13.2.2. agreed to be paid (with the consent of the Indemnifying Party) to the third-party claimant in settlement of an IPR Claim; and
 - 13.2.3. reasonably and properly incurred legal fees and disbursements, fees levied by any court of competent jurisdiction, arbitrator or mediator, and/or fees and disbursements charged by expert witnesses.
- 13.3. The Indemnified Party shall notify the Indemnifying Party of any IPR Claim made against it:
 - 13.3.1. as soon as is reasonably practicable on becoming aware of the IPR Claim; and
 - 13.3.2. in any event within five (5) Business Days of becoming aware of the IPR Claim.
- 13.4. The Indemnifying Party shall:
 - 13.4.1. notify the Indemnified Party of any actual or potential IPR Claim as soon as is reasonably practicable on becoming aware of it; and
 - 13.4.2. subject to clause 13.5, at its own cost and expense, promptly and diligently conduct all negotiations and proceedings relating to the IPR Claim (including an IPR Claim notified to it under clause 13.3).
- 13.5. The Indemnified Party shall:
 - 13.5.1. not admit liability or agree any settlement of an IPR Claim without first consulting with, and obtaining the written consent of, the Indemnifying Party;
 - 13.5.2. permit the Indemnifying Party to conduct exclusive negotiations and proceedings relating to the IPR Claim (provided that the Indemnifying Party shall keep the Indemnified Party reasonably informed of the progress of the IPR Claim);
 - 13.5.3. take all reasonable and timely action necessary to mitigate all Losses incurred by the Indemnified Party as a result of the IPR Claim (including such reasonable actions as the Indemnifying Party may request to avoid, dispute, resist, appeal, compromise, or defend the IPR Claim); and

- 13.5.4. provide reasonable technical and other information requested by the Indemnifying Party in support of the conduct of proceedings relating to the IPR Claim.
- 13.6. Without prejudice to the IPR Indemnity, or the Indemnified Party's other rights or remedies under the Agreement, if the Indemnifying Party is unable bring an end to the IPR Claim within ninety (90) days of the Indemnifying Party becoming aware of the IPR Claim (including by securing rights, or modifying or replacing an infringing item without impairing its compliance with the requirements of the Agreement) then the Indemnifying Party may terminate the Agreement by written notice to the Indemnified Party.
- 13.7. The IPR Indemnity (and the Indemnifying Party's obligations in connection with the IPR Indemnity) shall not apply to any IPR Claim that has been made as a consequence of:
 - 13.7.1. the Indemnifying Party complying with the Indemnified Party's technical or functional specifications;
 - 13.7.2. the Indemnifying Party's use of any materials provided by, or on behalf of, the Indemnified Party;
 - 13.7.3. modification (other than by, or on behalf of, the Indemnifying Party) of the Indemnifying Party's Intellectual Property Rights by, or on behalf of, the Indemnified Party;
 - 13.7.4. use or combination (other than by, or on behalf of, the Indemnifying Party) of Indemnifying Party's Intellectual Property Rights with items not provided by, or on behalf of, the Indemnifying Party if that use or combination was not contemplated as part of the Agreement; or
 - 13.7.5. any breach of the Agreement by the Indemnified Party and/or from any negligence or misconduct by the Indemnified Party.
- 13.8. If an IPR Claim is made, the Indemnifying Party may, without prejudice to its obligations under the Agreement:
 - 13.8.1. modify any affected Intellectual Property Rights so as to avoid or remove the infringement; or
 - 13.8.2. replace any part of any affected Intellectual Property Rights with a non-infringing replacement or remove any or part of the affected Intellectual Property Rights provided that the Indemnified Party experiences no material deterioration in functionality or performance of the Intellectual Property Rights.

14. CONFIDENTIALITY

- 14.1. Each party shall:
 - 14.1.1. hold the other party's Confidential Information in confidence (including by using the same degree of care and discretion to avoid disclosure, publication, or dissemination as it uses to protect its own similar information); and
 - 14.1.2. subject to clause 14.2 and clause 14.4, not use the other's Confidential Information for any purpose other than in connection with the provision or receipt of the Platform Services.
- 14.2. Subject to clause 14.3, a party may disclose the other party's Confidential Information if and to the extent:
 - 14.2.1. expressly agreed by the other party in writing;
 - 14.2.2. required by applicable Legislation;
 - 14.2.3. required by any regulatory body (including a taxation authority) having competent jurisdiction over that party; or
 - 14.2.4. required by the rules of any securities exchange (including stock exchanges or bourses) applicable to that party's stocks, bonds, and/or derivatives).
- 14.3. The parties agree that, with respect to disclosures made under clauses 14.2.2 to 14.2.4 (inclusive), the disclosing party shall:
 - 14.3.1. as soon as is reasonably practicable and, where possible and/or permitted, before making the disclosure; and
 - 14.3.2. to the extent permitted by applicable Legislation and/or the relevant regulatory body and/or securities exchange, notify the other party in writing of the circumstances of the intended disclosure and the Confidential Information to which such disclosure relates for the purpose of allowing the other party to seek an: (a) order that the Confidential Information does not need to be disclosed; (b) appropriate protection order; or (c) other assurance that confidentiality is maintained.
- 14.4. Subject to clause 14.5, either party shall be entitled to disclose the other party's Confidential Information to any employee, consultant, contractor (including sub-contractors), auditor, professional adviser, or other person engaged by that party who has a need to know the other party's Confidential Information in connection with the Agreement or the Platform Services (including for the purpose of the examination and certification of that party's accounts) provided that the Customer may not disclose any of the Supplier's Confidential Information to a competitor of the Supplier.

- 14.5. Both parties shall ensure that the person to whom the Customer's Confidential Information has been disclosed under clause 14.4 is bound by written or statutory confidentiality obligations that are materially as protective of that party's Confidential Information as those set out in this clause 14.
- 14.6. The Customer warrants and represents to the Supplier that it has the right to disclose all Confidential Information:
- 14.6.1. provided and/or made available to the Supplier under and in connection with the Agreement; or
 - 14.6.2. uploaded or otherwise transmitted to Platform,
- and to authorise the Supplier to use such Confidential Information in connection with the provision of the Platform Services.
- 14.7. The obligations contained in this clause 14 shall not apply to Confidential Information that:
- 14.7.1. is or becomes publicly known (other than through any act or omission of the receiving party);
 - 14.7.2. was in the receiving party's lawful possession before the disclosure;
 - 14.7.3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
 - 14.7.4. is independently developed by the receiving party without use or reference to the other party's Confidential Information.

15. TERMINATION

- 15.1. A party may terminate the Agreement by written notice having immediate effect if the other party commits:
- 15.1.1. an irremediable Material breach of the Agreement; or
 - 15.1.2. a Material breach (or series of persistent breaches which, when taken together, amount to a Material breach) of the Agreement which is not remedied within sixty (60) calendar days from the date of written notice requiring the Material breach to be remedied.
- 15.2. Without limiting its rights under clause 15.1, the Supplier may terminate the Agreement (or at its option suspend the Professional Services for so long as the breach persists) if the Customer (or any person acting for, or on, its behalf) commits any breach (Material or otherwise) of any one or more of the following clauses: 6.1.1 and/or 6.1.2; 7; or 10.
- 15.3. The Customer is not permitted to cancel or otherwise terminate the Agreement for convenience without the Supplier's consent (which consent may be withheld at the Supplier's discretion and may be subject to cancellation and/or early termination charges).

16. CONSEQUENCES OF TERMINATION

- 16.1. On termination or expiry of the Agreement for any reason (and except to the extent required otherwise in connection with the commencement and continuation of the Platform Services):
- 16.1.1. all rights and licences granted under the Agreement shall immediately terminate and the Customer must cease using the Professional Services (and the outputs from the Professional Services);
 - 16.1.2. each party shall return, and make no further use of, any equipment, property, and other items (and all copies of them) belonging to the other party; and
 - 16.1.3. the Supplier may destroy (or otherwise dispose of) any of the Customer's Property in its possession unless the Supplier receives, by no later than ten (10) Business Days from the effective date of termination or expiry of the Agreement, a written request for the delivery to the Customer of specific Customer's Property.
- 16.2. Termination or expiry of the Agreement (howsoever occurring) shall be without prejudice to any rights or liabilities which may have accrued up to the date of such termination or expiry and it shall not affect the coming into force or the continuance in force of any of its provisions which are expressly or by implication intended to come into or continue in force on or after such termination or expiry.

17. INSURANCE

- 17.1. The Supplier shall maintain in force at all times (including by ensuring that it does not act or omit to act in a manner which may invalidate an insurance) during the Term:
- 17.1.1. professional indemnity insurance: £5,000,000 (five million pounds);
 - 17.1.2. public liability insurance: £5,000,000 (five million pounds); and

17.1.3. data protection and cyber risk insurance: £2,000,000 (two million pounds).

18. LIMITS AND EXCLUSIONS OF LIABILITY

18.1. The limits and exclusions of liability described in this clause 18 apply to all Losses:

18.1.1. arising under and/or in connection with the Agreement; and

18.1.2. under any and all Causes of Action.

18.2. Nothing in the Agreement shall be construed as limiting or fettering either party's general obligation to mitigate its Losses arising out of, or in connection with, a breach of the Agreement (including in respect of Losses arising under an indemnity).

18.3. Nothing in the Agreement shall limit or exclude (or seeks to limit or exclude), to a greater extent than is permitted under applicable Legislation, either party's liability to the other for Losses to the extent caused by or resulting from:

18.3.1. personal injury or death caused by the negligence of the defaulting party;

18.3.2. fraud or fraudulent misrepresentation; or

18.3.3. any matter which, under applicable Legislation, a party cannot exclude or limit (or attempt to exclude or limit) its liability.

18.4. Nothing in the Agreement shall limit or exclude:

18.4.1. the Customer's liability to pay the Fees;

18.4.2. the Customer's liability for Losses resulting from or caused by a breach of clauses 7 and/or 20; or

18.4.3. subject to clause 18.2, Losses that are subject to the IPR Indemnity.

18.5. Subject to clauses 18.3 and 18.4, neither party shall be liable to the other (or to any third party claiming under or through the other) for Losses to the extent comprising:

18.5.1. profit or revenue (except for incurred or anticipated Fees);

18.5.2. anticipated savings;

18.5.3. loss of contract or business opportunity;

18.5.4. loss or depletion of goodwill;

18.5.5. without limiting the Supplier's obligations under clause 19.2, loss or corruption of data or information; or

18.5.6. any special, indirect, or consequential loss or damage,

in each case, whether arising directly or indirectly under or in connection with the Agreement and whether or not reasonably foreseeable, reasonably contemplable, actually foreseen, or actually contemplated by a party at the Effective Date or during the Term.

18.6. Subject to clauses 18.1 to 18.5 (inclusive), each party's total aggregate liability to the other (and to any third party claiming under or through the other):

18.6.1. in each Contract Year; and

18.6.2. in respect of all Causes of Action arising in that Contract Year (determined at the date when the liability giving rise to the Cause of Action arose),

shall not exceed the sum equivalent to the total Fees paid and payable under the Agreement for the Contract Year in question.

18.7. The parties agree that the provisions of this clause 18 are reasonable in all the circumstances, having taken into account applicable Legislation and the nature of the Professional Services and the Fees.

19. EXCLUSION OF IMPLIED WARRANTIES AND DISCLAIMERS

19.1. Subject to clause 18.3 and except for express warranties, representations, undertakings, and other commitments contained in the Agreement:

19.1.1. the Supplier does not give any warranties, representations, undertakings, or other commitments to the Customer; and

- 19.1.2. all other warranties, conditions, representations, undertakings, and/or terms (whether: (a) written or oral; or (b) express or implied by statute, common law, custom, trade usage, course of dealing or otherwise, including as to satisfactory quality, fitness for a particular purpose or use, accuracy, adequacy, completeness or timeliness) are hereby excluded to the fullest extent permitted by applicable Legislation.

- 19.2. In the event of any loss or damage to any data or information provided or made available to the Supplier by or on behalf of the Customer, the Customer's sole and exclusive remedy shall be for the Supplier to use its reasonable commercial endeavours to restore the lost or damaged data from the last available back-up of such data maintained by the Supplier in connection with its obligations under clause 5.5.

20. SOCIAL RESPONSIBILITY LAWS

- 20.1. With regard to all activities carried out under or in connection with the Agreement, each party shall, and shall use reasonable efforts to procure that its employees, directors, officers, agents, sub-contractors, and other representatives shall, comply with all applicable Social Responsibility Laws and Sanctions Restrictions.
- 20.2. Each party shall have, and shall maintain in place throughout the Term, such policies and procedures as are reasonable and necessary to ensure its compliance with the Social Responsibility Laws and Sanctions Restrictions.
- 20.3. The Customer shall not use the Professional Services or Deliverables to breach or circumvent (or in breach or circumvention of) any Sanctions Restrictions including by directly or indirectly, exporting, re-exporting, releasing, or making accessible the Deliverables (or any of the Supplier's IPR) to any jurisdiction, territory, country, or person to which export, re-export, or release is prohibited by Sanctions Restrictions.

21. FORCE MAJEURE

- 21.1. Neither party shall have any liability to the other under the Agreement if, and to the extent, it is prevented from, or delayed in, performing an obligation under the Agreement by a Force Majeure Event.
- 21.2. A party prevented from performing its obligations under the Agreement (in whole or in part) by a Force Majeure Event shall:
 - 21.2.1. promptly notify the other party of the Force Majeure Event; and
 - 21.2.2. notwithstanding the occurrence of the Force Majeure Event, use reasonable endeavours to mitigate the effects of the Force Majeure Event on the performance of its obligations under the Agreement.

22. PUBLICITY AND ANNOUNCEMENTS

- 22.1. Subject to clause 22.2 and except to the extent required otherwise by applicable Legislation (for example, under the binding rules of any stock exchange or governmental authority), neither party shall make, or permit any third party to make, any public disclosure or announcement regarding any matter connected with the Agreement without first obtaining the prior written consent of the other party.
- 22.2. For the purposes of clause 22.1 the Customer hereby gives its consent for the Supplier to identify the Customer as a user of the Platform and/or recipient of the Professional Services (and to use the Customer's name, trademarks, and service marks for this purpose) provided that the Supplier complies with:
 - 22.2.1. clause 14; and
 - 22.2.2. any written brand guidelines made available to the Supplier by the Customer.

23. MISCELLANEOUS PROVISIONS

- 23.1. Provisions of these Services GTCs which expressly, or by their nature, are intended to survive termination or expiry of the Agreement shall, thereafter, remain in full force and effect.
- 23.2. The Supplier may subcontract the performance of its obligations (or any part thereof) to any third-party service provider provided that the Supplier shall:
 - 23.2.1. remain responsible for all acts and omissions of its subcontractors (which shall not include third parties appointed by the Customer) that cause a breach of the Agreement; and
 - 23.2.2. comply with the Data Processing Terms (including with respect to international data transfers and the disclosure of sub-processor lists).

- 23.3. No variation of these Services GTCs (or of the Agreement) shall be effective unless made in writing (which may be by e-mail) and agreed by the parties.
- 23.4. No failure or delay by a party to exercise any right or remedy provided under the Agreement or by applicable Legislation shall:
 - 23.4.1. constitute a waiver of that (or any other) right or remedy; or
 - 23.4.2. prevent or restrict the further exercise of that (or any other) right or remedy.
- 23.5. The parties agree that, if any provision (in whole or in part) of the Agreement is found by any court or administrative body having competent jurisdiction over the parties and the Agreement to be invalid, unenforceable, or illegal, then:
 - 23.5.1. the other provisions shall remain in full force and effect; and
 - 23.5.2. to the extent the invalid, unenforceable, or illegal provision would be valid, enforceable, or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 23.6. Except as expressly provided otherwise in the Agreement, any notice or other communication given to a party under or in connection with the Agreement shall be in writing and shall be delivered by:
 - 23.6.1. hand or courier;
 - 23.6.2. in the case of notices given or received by parties in the same country (which shall include all constituent countries of the United Kingdom), prepaid first class post, pre-paid special delivery, recorded delivery, or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case);
 - 23.6.3. in the case of notices given by parties outside of the same country, by ordinary pre-paid airmail, or pre-paid recorded, or special delivery outside of the same country at its registered office (if a company) or its principal place of business (in any other case); or
 - 23.6.4. except with respect to the service of legal proceedings, e-mail to the addresses specified in the Order Form.
- 23.7. Any notice or communication shall be deemed to have been received:
 - 23.7.1. if delivered by hand or courier on a Business Day before 17:00 p.m. local time, on the date of delivery;
 - 23.7.2. if delivered by hand or courier on a Business Day on or after 17:00 p.m. local time, on the Business Day following the date of delivery;
 - 23.7.3. if delivered by ordinary pre-paid first class post, or pre-paid special, or recorded delivery within the same country, on the second Business Day from the day of posting;
 - 23.7.4. if delivered by ordinary pre-paid airmail, or pre-paid recorded, or special delivery outside of the same country, six (6) Business Days after the day of posting; or
 - 23.7.5. if delivered by email, where permitted by the Agreement, on:
 - 23.7.5.1. receipt of an automated delivery receipt; or
 - 23.7.5.2. confirmation of receipt from the relevant server,if delivered before 17:00 p.m. local time on a Business Day and otherwise on the next Business Day.
- 23.8. The Agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersedes any previous arrangement, understandings or agreements between them relating to the subject matter they cover.
- 23.9. Each party agrees that, in entering into the Agreement, it does not rely on any undertaking, promise, assurance, statement, representation, warranty, or understanding (whether in writing or not) of any person (whether party to the Agreement or not) except as expressly set out in the Agreement.
- 23.10. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement made prior to the Effective Date.
- 23.11. Subject to clause 23.12, neither party shall assign any of its rights under the Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.
- 23.12. The Supplier may assign its rights under the Agreement without the prior written consent of the Customer:
 - 23.12.1. for the purposes of invoice financing or the recovery of a debt owed;
 - 23.12.2. to any of the Supplier's Affiliates;

- 23.12.3. to a purchaser of all, or substantially all, of the assets or entities that comprise an identifiable segment, portion, division, or unit of a business of the Supplier; or
- 23.12.4. as part of a corporate reorganisation, amalgamation, consolidation, or merger, provided, in each case, there is no material deterioration to the Professional Services.
- 23.13. The Agreement does not confer any rights on any person or party (other than the parties to the Agreement) under any applicable Legislation (including, for example, pursuant to the UK Contracts (Rights of Third Parties) Act 1999).
- 23.14. Nothing in the Agreement (or through use of Professional Services or Deliverables) is intended to, or shall be deemed to:
 - 23.14.1. establish any partnership or joint venture between the parties;
 - 23.14.2. constitute any party the agent of the other party; or
 - 23.14.3. authorise a party to make or enter into any commitments for or on behalf of the other party.
- 23.15. Each party shall (and shall procure that all relevant employees, agents and sub-contractors shall) act with courtesy, respect and professionalism, in all dealings, communications, and interactions with the other.
- 23.16. The Agreement may consist of a number of counterparts, each of which when executed and delivered (whether in original, copy, or via email) shall together constitute one and the same instrument binding on them.
- 23.17. The Agreement and any dispute or claim arising out of, or in connection with, the Agreement (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England & Wales.
- 23.18. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement (including non-contractual disputes or claims).

24. INTERPRETATION

- 24.1. For the purposes of interpreting the Agreement:
 - 24.1.1. all clause headings are for convenience and shall not affect the interpretation of the provisions that follow;
 - 24.1.2. an obligation on a party not to do something includes an obligation not to agree, allow, permit, or acquiesce in, or to, that thing being done;
 - 24.1.3. the Customer shall be responsible for all acts and omissions of its representatives and employees (including in breach of the Agreement) as if such acts or omissions were its own;
 - 24.1.4. an obligation on the Customer (unless the context reasonably requires otherwise) includes an obligation on the Customer to ensure that its representatives and employees do not act, or omit to act, in breach of that obligation;
 - 24.1.5. references to Legislation will be construed as references to such Legislation as replaced, amended, consolidated, or re-enacted (with or without modification) from time to time and includes all orders, rules, regulations, or other binding provisions made under such Legislation;
 - 24.1.6. any list, word, or phrase following the words '**including**', '**include**', '**in particular**', '**for example**', or any such similar expression shall be construed as having the phrase '**without limitation**' following them;
 - 24.1.7. references to '**from**' with respect to a timeline or date shall be construed as having the phrase '**and including**' following it;
 - 24.1.8. the word '**Material**' in the context of classifying the seriousness of a breach means that the breach:
 - 24.1.8.1. is more than trivial but need not be repudiatory; and
 - 24.1.8.2. if not remedied (or if not capable of remedy), may or is likely to have, a serious impact on the benefit which the innocent party would otherwise derive from performance of the Agreement in accordance with its terms.
- 24.2. If, and to the extent, there is any conflict, inconsistency, or ambiguity between the constituent parts of the Agreement then such conflict, inconsistency, or ambiguity shall be resolved in the following order of precedence (with the document earlier in the list prevailing over a document later in the list):
 - 24.2.1. the Order Form (including the Special Conditions (if any));
 - 24.2.2. these Services GTCs;
 - 24.2.3. the Data Processing Terms;
 - 24.2.4. the remaining documents comprising the Agreement.

Appendix 1

DEFINITIONS

Acceptance Item and Acceptance Period	have their respective meanings given in clause 5.6.
Affiliate	with respect to any entity, any other entity Controlling, Controlled by, or under common Control with, such entity.
Agreement	the binding contract between the Supplier and the Customer for the provision and receipt of the Professional Services comprising the documents listed under clause 1.4.
Business Day	a day other than a Saturday, Sunday or public holiday in the Supplier's home territory.
Cause(s) of Action	any claim, proceeding, or other cause of action arising under and/or in connection with the Agreement and whether arising: 1. in contract (including under warranty or indemnity); 1. in tort (including negligence); 2. from misrepresentation (other than fraud or fraudulent misrepresentation); 3. from breach of statutory duty; or 4. otherwise.
Confidential Information	any and all information that is proprietary or confidential in nature and is either clearly labelled as such or would, by its nature, be considered by a reasonable businessperson to be confidential (including, with respect to the Supplier, all information and materials concerning and/or relating to the Professional Services, Platform Services, and the Supplier's IPR).
Contract Year	each successive period of twelve (12) months from the Effective Date.
Control	and its derivatives means the power of a person to secure: 1. by means of the holding of shares or the possession of voting power in an entity; or 1. by virtue of any powers conferred by the articles of association or other document regulating or relating to an entity, that the affairs of that entity are conducted in accordance with that person's wishes and " Controlled " and " Controlling " shall be construed accordingly.
Customer	the corporate entity that has purchased the Professional Services (as identified in the Order Form).
Customer's Data	proprietary data and/or information that is provided (or otherwise made available) to the Supplier by and/or on behalf of the Customer for use in connection with the Professional Services.
Customer's H&S Policy	has the meaning given in clause 7.1.
Customer's Materials	the Customer's proprietary (or third party licensed): 1. content; 1. materials; 2. logos or other creative, graphic or design assets, provided or made available to the Supplier by the Customer under or in connection with the Agreement.
Customer's Obligations	has the meaning given in clause 6.1.
Customer's Property	the Customer's Data, Customer's Materials, and Customer's System.
Customer's Sites	the sites and/or facilities controlled by the Customer and, in respect of which, the Professional Services are to be delivered (as documented in the Order Form).

Customer's System	the computing environment and/or systems used, and/or made available for use, by the Customer (or any of its relevant Affiliates) in connection with the Professional Services (including the equipment, machinery, hardware, devices, equipment, computer and communications systems, on-premise or third party cloud hosting infrastructure and networks, proprietary software, third-party software, and databases).
Customer's Responsibilities	the dependencies and/or assumptions listed and/or described in documentation comprising the Agreement (including the RACI, Statement of Work, Project Plan, and/or Test Strategy).
Data Processing Terms or DPA	the data processing terms referred in, or incorporated into, the Order Form or available for viewing or download at the following URLs: Data Processing Terms Available for viewing and/or download through the Trust Site. Fair Processing Notice https://www.hybird.ai/privacy-policy
Defect	a material defect in an Acceptance Item based on the acceptance criteria described in and/or agreed in accordance with the Test Strategy.
Deliverable(s)	work products and outputs from the Professional Services.
Due Date	means: - the period of thirty (30) days from the date that the Supplier's invoice is issued to the Customer; or - such other replacement period expressly specified in the Order Form.
Effective Date	the: - the '<i>Effective Date</i>' or Professional Services commencement date described in the Order Form; or - where the '<i>Effective Date</i>' or Professional Services commencement date has not been described in the Order Form, the date that the Order Form is last signed by the parties or, where applicable, the Electronic Signature is made.
Electronic Signature	has the meaning given in clause 2.1.2.
Fees	the consideration payable for the Professional Services as specified in the Order Form and calculated in accordance with the Agreement and any expenses incurred in accordance with clause 11.
Force Majeure Event	acts, events, omissions, or accidents beyond a party's reasonable control (including strikes, lock-outs or other industrial disputes, failure of a utility service or transport or telecommunications network, epidemic or pandemic, 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, or storm).
HSE	the UK Health and Safety Executive (or its functional equivalent in the Customer's jurisdiction).
Indemnified Party	the party receiving the IPR Indemnity.
Indemnifying Party	the party giving the IPR Indemnity.
Intellectual Property Right(s) or IPR	- patents, any extensions of the exclusivity granted in connection with patents, petty patents, utility models, registered designs, plant variety rights, applications for any of the foregoing (including, but not limited to, continuations, continuations-in-part and divisional applications), the right to apply for and be granted any of the foregoing, rights in inventions; - copyrights, design rights, semiconductor topography rights, moral rights, publication rights, database rights;

	4. trade marks and service marks, applications for any of the foregoing, the right to apply for any of the foregoing, rights in trade names, business names, brand names, get-up, logos, domain names and URLs; 5. rights in know-how, trade secrets and confidential information, data exclusivity rights; and 6. all other forms of intellectual property right having equivalent or similar effect to any of the foregoing which may exist anywhere in the world.
IPR Claim	any claim made against the Indemnified Party by a third party claimant alleging infringement of its Intellectual Property Rights as a direct result of the Indemnified Party's use of the Indemnifying Party's Intellectual Property Rights in accordance with the Agreement.
IPR Indemnity	the indemnity given in clause 13.1.
Legislation	enactments, statutory provisions, or subordinate legislation made under applicable laws.
Losses	all losses, liabilities, damages, costs, charges, and reasonably incurred expenses (including management time, legal fees, other professional advisers' fees, and costs and disbursements of investigation, litigation, settlement, judgment, interest, fines, penalties, and remedial actions) howsoever arising in connection with a party's breach of the Agreement or under an indemnity.
Milestone(s)	the date by which a Deliverable or other defined element of the Professional Services is/are to be delivered (in each case as described in the Order Form, Specification, Test Strategy, or Project Plan).
Order Form	the Supplier's quotation or order form document (which may be in digital form) within which these Services GTCs have been incorporated or referenced.
party	the Supplier or the Customer (as the case may be).
parties	the Supplier and the Customer (taken together).
Platform	the Supplier's proprietary software platforms (as more particularly described and defined in the Platform GTCs).
Platform GTCs	the terms and conditions applicable to the licence and use of the Platform and available for viewing and/or download through the Trust Site.
Platform Services	the provision of the Platform and related support services (as more particularly described and defined in the Platform GTCs).
Professional Services	such professional consultancy, training, design, implementation, site scanning, development, or other supplemental services (such as managed services) as described in the Order Form and Statement of Work.
Project Plan	the " <i>Project Plan</i> ", if any, attached to, or prepared in accordance with, the Order Form or Statement of Work.
RACI	the table allocating responsibilities between the parties attached to the Order Form, Project Plan, and/or other documents comprising the Agreement.
Relief Event	has the meaning given in clause 8.1.
Sanctions Restrictions	any economic sanctions laws, regulations, embargoes, or restrictive measures (including export control laws) administered, enacted or enforced by an applicable sanctions authority including by: 1. the United Nations; 3. the European Union; 4. the United Kingdom; and 5. the United States of America.
Services GTCs	has the meaning given in clause 1.1.
Services Partner	a third-party delivery partner appointed by the Supplier to deliver the Professional Services (in whole or in part).
Social Responsibility Laws	all applicable Legislation concerning anti-bribery, anti-slavery, anti-discrimination, or the facilitation of financial crime and tax evasion (including, in the United Kingdom, the Criminal Finances Act 2017, the Terrorism Act 2006, the Money Laundering Regulations 2017, and the Bribery Act 2010).
Special Conditions	means: 1. a variation; and/or amendment of; and/or

Specification	2. an additional term or condition to, the Services GTCs identified as a " <i>Special Condition</i> " in the Order Form and, if applicable, expressly referencing the clause(s) being so varied and/or amended. the technical and functional description of the Professional Services described in the Statement of Work.
Statement of Work	the document describing the relevant Professional Services, the Deliverables, and their Specification described or referenced in and/or attached to the Statement of Work.
Supplier	HyBird Limited , a private limited company incorporated in England with company number 09863415 and whose registered office is located at 167 Great Portland Street, 5 th Floor, London, England W1W 5PF.
Supplier's Data	collected, grouped, anonymised, and aggregated data and/or information uploaded and/or otherwise transmitted to the Supplier's systems or provided and/or made available to the Supplier in connection with the provision and/or receipt of the Professional Services.
Supplier's IPR	all Intellectual Property Rights in all materials provided and/or made available as part and/or as a result of the Professional Services (including in all Deliverables and the Supplier's Data).
Term	has the meaning given in the Order Form (being the period during which the Professional Services will be delivered under the Agreement).
Test Strategy	the " <i>Test Strategy</i> " (if any) attached to, or prepared in accordance with, the Order Form or Statement of Work.
Trust Site	the Supplier's portal for legal documentation accessible through the URL identified in the Order Form.