

Terms of Service

Engineered Go-To-Market Limited, trading as Engineered GTM
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Company No. 15937674 | VAT No. 504 9239 92
Registered in England and Wales

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1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms, unless the context requires otherwise, the following expressions have the following meanings:

"Advisory Engagement" means a short-form engagement for advisory or consulting services agreed in writing (including by email) between the Supplier and the Client, specifying the nature of the services to be provided and the fee payable, but not requiring a formal Statement of Work.

"Agreement" means these Terms of Service together with any applicable Statement of Work, Advisory Engagement or Proposal accepted by the Client.

"Business Day" means a day other than a Saturday, Sunday or public holiday in England and Wales.

"Client" means the organisation or person who engages the Supplier to provide Services.

"Confidential Information" means all information (whether written, oral or in electronic form) disclosed by one party to the other in connection with this Agreement that is marked as confidential, described as confidential, or that ought reasonably to be considered confidential given the nature of the information or the circumstances of its disclosure, including (without limitation) business plans, client lists, technical data, system architectures, pricing, product roadmaps, financial information, and any information relating to a party's operations, processes, plans, intentions, know-how, trade secrets, market opportunities or affairs.

"Deliverables" means the tangible and intangible outputs, materials, configurations, workflows, documentation and other work product produced by the Supplier specifically for the Client under a Statement of Work, but expressly excluding all Supplier IP.

"Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, database rights, trade marks, know-how, trade secrets, moral rights and all other forms of intellectual property wherever in the world enforceable, including applications for any of the foregoing.

"Personal Data" has the meaning given in the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

"Services" means the consulting, advisory, implementation and/or technical services to be provided by the Supplier as set out in a Statement of Work or Advisory Engagement.

"Statement of Work" or "SOW" means any statement of work, proposal, specification document, quotation or other similar document agreed between the parties that describes the Services to be provided, the fees payable and any project-specific terms. Each SOW shall incorporate these Terms by reference.

"Supplier" means Engineered Go-To-Market Limited (company number 15937674), trading as Engineered GTM.

"Supplier IP" means all Intellectual Property Rights in methodologies, frameworks, templates, tools, prompts, reusable system architectures, code libraries, processes and know-how owned or developed by the Supplier, whether created before, during or after the provision of the Services, and any improvements, modifications or derivative works thereof.

1.2 In this Agreement: (a) a reference to a statute or statutory provision includes any subordinate legislation made under it and any subsequent amendment or re-enactment; (b) clause headings are for convenience only and shall not affect interpretation; (c) words in the singular include the plural and vice versa; (d) a reference to "writing" or "written" includes email; (e) a reference to a "person" includes any individual, firm, body corporate, association, partnership, government or state; and (f) the words "include", "including", "in particular" and similar expressions shall be construed without limitation.

2. APPLICATION OF TERMS

2.1 These Terms apply to all Services provided by the Supplier to the Client. Any terms or conditions submitted, proposed or stipulated by the Client, whether in a purchase order, confirmation of order or otherwise, are expressly excluded.

2.2 Each SOW, once accepted by both parties, shall form a separate contract between the Supplier and the Client on the basis of these Terms and the terms of that SOW. In the event of any conflict between these Terms and a SOW, the SOW shall prevail to the extent of the inconsistency.

2.3 The Supplier shall use reasonable endeavours to perform the Services within estimated time frames, but unless expressly stated in a SOW, time shall not be of the essence for the performance of any Services.

2.4 **Advisory Engagements.** The Supplier may from time to time provide advisory or consulting services under an Advisory Engagement. Each Advisory Engagement shall be governed by these Terms and, for the purposes of this Agreement, references to a "SOW" shall be read as references to the Advisory Engagement confirmation where the context requires. The following provisions shall not apply to Advisory Engagements unless expressly agreed otherwise in writing: clause 3.1 (deposit and milestone structure), clause 13.4 to 13.6 (Deliverable acceptance) and clause 15 (Cancellation by Client). Fees for Advisory Engagements shall be governed by clause 3.6.

3. FEES AND PAYMENT

3.1 Fees for the Services shall be as set out in the applicable SOW. Unless otherwise stated in a SOW, the Client shall pay a deposit of 50% of the total SOW fees upon acceptance of the SOW, with the remaining balance invoiced at milestones or upon completion as specified in the SOW.

3.2 The deposit referred to in clause 3.1 shall be invoiced upon acceptance of the relevant SOW and shall be due and payable within thirty (30) days of the date of that invoice. All other invoiced amounts shall be due and payable within thirty (30) days of the date of invoice.

3.3 All fees are stated exclusive of VAT, which shall be added at the prevailing rate where applicable.

3.4 Without prejudice to any other right or remedy, if the Client fails to make any payment when due, the Supplier shall be entitled to:

- (a) charge interest on the overdue amount at the rate of 4% per annum above the Bank of England base rate from time to time, accruing daily from the due date until payment is made in full, whether before or after judgment;
- (b) claim the fixed-sum compensation and reasonable costs of recovery available under the Late Payment of Commercial Debts (Interest) Act 1998; and
- (c) suspend provision of the Services until all outstanding amounts have been paid in full, without liability to the Client for any resulting delay or loss.

3.5 Where the Client's internal procedures require submission of a purchase order for invoice processing, the Client shall be responsible for issuing such purchase order promptly following acceptance of the SOW. Failure to issue a purchase order shall not relieve the Client of its payment obligations.

3.6 **Advisory Engagement fees.** Where Services are provided under an Advisory Engagement, the full agreed fee shall be invoiced upon the parties' written agreement to the Advisory Engagement and shall be due and payable within thirty (30) days of the date of that invoice. Clauses 3.3, 3.4 and 3.5 shall apply to Advisory Engagements as they apply to SOW-based engagements.

4. CLIENT OBLIGATIONS

4.1 The Client shall:

- (a) co-operate with the Supplier and provide such information, materials and access as the Supplier may reasonably require to perform the Services;
- (b) ensure that any information it provides is accurate and complete in all material respects;
- (c) obtain and maintain all necessary licences, permissions, consents and access credentials required for the Supplier to perform the Services, including access to the Client's technology platforms, CRM systems and third-party tools;
- (d) designate a primary point of contact with authority to give instructions and approvals on the Client's behalf;
- (e) respond to reasonable requests for decisions, approvals or information within five (5) Business Days, or such shorter period as may be specified in the SOW; and
- (f) comply with all applicable laws and the terms of use of any third-party platforms to which the Supplier is granted access.

4.2 If the Supplier's performance of the Services is prevented or delayed by any act or omission of the Client or its agents, subcontractors or employees, the Supplier shall not be liable for any resulting delay or cost. The Supplier shall notify the Client as soon as reasonably practicable, and the project timetable and fees shall be adjusted accordingly.

4.3 The Client shall indemnify and hold harmless the Supplier against all costs, expenses, losses and liabilities reasonably incurred by the Supplier as a direct result of the Client's failure to comply with its obligations under this clause 4.

5. CLIENT SYSTEMS AND DATA ACCESS

5.1 Where the Services require the Supplier to access the Client's technology platforms, CRM systems, marketing automation tools, data warehouses or other third-party applications ("Client Systems"), the Client shall provide the Supplier with appropriate access credentials and permissions at no cost to the

Supplier.

5.2 The Supplier shall:

- (a) access Client Systems solely for the purpose of performing the Services;
- (b) use commercially reasonable security measures when handling access credentials;
- (c) not knowingly introduce any malware, virus or harmful code into Client Systems; and
- (d) promptly notify the Client of any suspected security incident relating to Client Systems of which the Supplier becomes aware.

5.3 The Client acknowledges that the Supplier's ability to perform the Services may depend on the proper functioning and availability of Client Systems and third-party platforms, and the Supplier shall have no liability for any failure or delay in the Services to the extent caused by unavailability, malfunction or changes to such systems that are outside the Supplier's reasonable control.

5.4 Upon termination or expiry of the relevant SOW, the Supplier shall, where reasonably practicable, cease use of and delete or return to the Client any access credentials for Client Systems.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 **Supplier IP.** All Supplier IP is and shall remain the exclusive property of the Supplier. Nothing in this Agreement shall operate to transfer or assign any Supplier IP to the Client. Subject to full payment of all fees due under the relevant SOW, the Client is granted a non-exclusive, royalty-free, perpetual licence to use any Supplier IP incorporated in the Deliverables, solely for the Client's own internal business purposes. This licence is non-transferable except in connection with a permitted assignment of this Agreement in accordance with clause 20.

6.2 **Deliverables.** Subject to clause 6.1 and to full payment of all fees due under the relevant SOW, all Intellectual Property Rights in the Deliverables (excluding Supplier IP) shall vest in and be assigned to the Client. The Supplier hereby assigns (by way of present assignment of future rights) all such Intellectual Property Rights to the Client with full title guarantee, and shall execute all documents and do all things reasonably necessary to give effect to this assignment.

6.3 **Moral rights.** The Supplier waives, and shall procure that any individual who contributed to the Deliverables waives, all moral rights under Chapter IV of the Copyright, Designs and Patents Act 1988 (and any similar rights in other jurisdictions) in respect of the Deliverables, to the fullest extent permitted by law.

6.4 **Pre-existing Client IP.** All Intellectual Property Rights in materials provided by the Client to the Supplier shall remain the property of the Client. The Client grants the Supplier a non-exclusive licence to use such materials solely for the purpose of performing the Services. This licence shall terminate automatically upon termination or expiry of the relevant SOW.

6.5 **Retained copies.** Notwithstanding clause 6.2, the Supplier shall be entitled to retain copies of the Deliverables for its own internal record-keeping, audit defence, regulatory compliance and professional development purposes, subject to the confidentiality obligations in clause 7.

6.6 **Portfolio and reference rights.** Unless otherwise agreed in writing, the Supplier may refer to the Client by name and provide a general, non-confidential description of the nature of the Services performed for marketing, case study and portfolio purposes. The Client may withdraw this permission at any time by written notice, but such withdrawal shall not affect the Supplier's right to use anonymised or aggregated data relating to the engagement for marketing and benchmarking purposes.

7. CONFIDENTIALITY

7.1 Each party shall keep the other party's Confidential Information strictly confidential and shall not, without the prior written consent of the disclosing party, disclose it to any third party or use it for any purpose other than the performance of its obligations under this Agreement.

7.2 Clause 7.1 shall not apply to Confidential Information that:

- (a) is or becomes publicly available other than through breach of this Agreement;
- (b) was already known to the receiving party before disclosure, as evidenced by written records;
- (c) is independently developed by the receiving party without reference to the Confidential Information;
- (d) is lawfully received from a third party without restriction on disclosure; or
- (e) is required to be disclosed by law, regulation or order of a court or competent authority, provided that the receiving party gives the disclosing party prompt written notice of such requirement (where legally permitted) and reasonable assistance to resist or limit such disclosure.

7.3 Each party may disclose the other party's Confidential Information to its employees, officers, advisers, subcontractors and consultants who need to know such information for the purposes of this Agreement, provided that the receiving party takes all reasonable steps to ensure that such recipients comply with obligations of confidentiality no less onerous than those set out in this clause 7.

7.4 The obligations under this clause 7 shall survive termination or expiry of this Agreement for a period of two (2) years, save that in respect of any Confidential Information that constitutes a trade secret, the obligations shall continue for so long as such information remains a trade secret.

8. DATA PROTECTION

8.1 Each party shall comply with all applicable data protection legislation, including the UK GDPR and the Data Protection Act 2018 (together, "Data Protection Laws").

8.2 To the extent that the Supplier processes Personal Data on behalf of the Client in the course of performing the Services, the Supplier shall act only as a data processor and shall:

- (a) process Personal Data only on documented instructions from the Client, unless required to do so by applicable law;
- (b) ensure that persons authorised to process Personal Data have committed themselves to confidentiality;
- (c) implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk;
- (d) not engage any sub-processor without the Client's general written authorisation (which the Client grants as at the date of the relevant SOW in respect of the Supplier's existing sub-processors). The Supplier shall inform the Client of any intended addition or replacement of sub-processors, giving the Client a reasonable opportunity to object. If the Client objects on reasonable grounds, the parties shall discuss the matter in good faith and, if no resolution is reached, the Client may terminate the affected SOW on written notice;
- (e) assist the Client insofar as is reasonably practicable in responding to data subject access requests and in ensuring compliance with its obligations under Data Protection Laws;

(f) notify the Client without undue delay and in any event within forty-eight (48) hours of becoming aware of a personal data breach;

(g) on termination of the Services, at the Client's election, delete or return all Personal Data to the Client and delete existing copies, unless applicable law requires storage of the Personal Data; and

(h) make available to the Client all information reasonably necessary to demonstrate compliance with the obligations set out in this clause 8, and allow for and contribute to audits and inspections conducted by the Client or an auditor mandated by the Client, on reasonable prior written notice (not less than twenty (20) Business Days), during normal business hours, not more than once per calendar year, and at the Client's expense. The Supplier may object to an auditor appointed by the Client if the auditor is, in the Supplier's reasonable opinion, a competitor of the Supplier or otherwise unsuitable, in which case the Client shall appoint an alternative auditor.

8.3 Where the Supplier processes Personal Data on behalf of the Client, the subject matter, duration, nature and purpose of the processing, the types of Personal Data processed and the categories of data subjects shall be as set out in the relevant SOW or in a data processing schedule annexed to it.

8.4 To the extent that the performance of the Services involves the transfer of Personal Data outside the United Kingdom, the Supplier shall ensure that appropriate safeguards are in place in accordance with Data Protection Laws, which may include reliance on an adequacy decision, the International Data Transfer Agreement (IDTA), the UK Addendum to the EU Standard Contractual Clauses, or any other approved transfer mechanism.

8.5 The Client warrants that it has all necessary consents and legal bases required under Data Protection Laws to share any Personal Data with the Supplier for the purposes of the Services.

9. WARRANTIES

9.1 The Supplier warrants that the Services shall be performed with reasonable skill and care, consistent with generally accepted industry standards and practices.

9.2 The Supplier warrants that it has the right to enter into this Agreement and to perform the Services.

9.3 The Client warrants that: (a) it has the right and authority to enter into this Agreement and to engage the Supplier to provide the Services; and (b) the individual accepting any SOW on the Client's behalf has been duly authorised to do so and to bind the Client to the terms of that SOW.

9.4 The Client acknowledges that the Services involve the configuration, integration and implementation of third-party platforms, tools and technologies that are not owned or controlled by the Supplier. The Supplier does not warrant the ongoing availability, performance or functionality of any third-party platform, and shall not be liable for any defect, change, discontinuation or failure of any third-party service.

9.5 Except as expressly stated in this Agreement, all warranties, conditions, representations and terms, whether express or implied by statute, common law or otherwise, are excluded to the fullest extent permitted by law.

10. LIMITATION OF LIABILITY

10.1 Nothing in this Agreement shall limit or exclude either party's liability for:

(a) death or personal injury resulting from negligence;

(b) fraud or fraudulent misrepresentation; or

(c) any matter in respect of which it would be unlawful to exclude or limit liability.

10.2 Subject to clause 10.1, the Supplier's total aggregate liability to the Client under or in connection with this Agreement and any SOW, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise, shall not exceed the total fees paid and payable by the Client under the SOW giving rise to the claim.

10.3 Subject to clause 10.1, neither party shall be liable to the other for any:

- (a) loss of profits, revenue or anticipated savings;
- (b) loss of business or business opportunity;
- (c) loss of or damage to goodwill or reputation;
- (d) loss of or corruption to data (to the extent not caused by a breach of clause 8); or
- (e) any indirect, special or consequential loss or damage,

howsoever arising, even if such party has been advised of the possibility of such loss.

10.4 The Client acknowledges that the fees payable under this Agreement reflect the allocation of risk set out in this clause 10 and that the Supplier would not have entered into this Agreement without such limitations.

11. INDEMNIFICATION

11.1 The Client shall indemnify, defend and hold harmless the Supplier and its officers, employees, agents and subcontractors from and against all claims, demands, actions, costs, expenses (including reasonable legal fees), losses and liabilities arising directly or indirectly from:

- (a) the Client's breach of any of its obligations under this Agreement;
- (b) any claim that materials, data or instructions provided by the Client to the Supplier infringe the Intellectual Property Rights or other rights of any third party;
- (c) the Client's use of the Deliverables otherwise than in accordance with this Agreement; and
- (d) any breach by the Client of Data Protection Laws in connection with this Agreement.

11.2 Subject to the overall cap on liability set out in clause 10.2, the Supplier shall indemnify the Client against all claims that the Deliverables (excluding any elements provided or specified by the Client) infringe the Intellectual Property Rights of any third party within the United Kingdom, provided that the Client: (a) promptly notifies the Supplier of such claim; (b) gives the Supplier sole conduct of the defence and settlement; and (c) provides reasonable co-operation at the Supplier's cost.

12. SUBCONTRACTORS

12.1 The Supplier may engage subcontractors to perform any part of the Services, provided that the Supplier shall remain fully responsible for the performance of the Services and for the acts and omissions of any such subcontractors as if they were the acts or omissions of the Supplier.

12.2 The Supplier shall ensure that all subcontractors are bound by obligations of confidentiality and data protection no less onerous than those set out in this Agreement.

13. CHANGES TO SCOPE AND DELIVERABLE ACCEPTANCE

13.1 Either party may at any time request a change to the scope, timetable or other terms of a SOW by notice in writing to the other party.

13.2 Upon receipt of a change request, the Supplier shall (within ten (10) Business Days or such other period as may be agreed) advise the Client in writing of the impact of such change on fees, timetable and any other relevant terms.

13.3 No change shall be effective unless and until both parties have agreed to it in writing, at which point the SOW shall be deemed amended accordingly.

13.4 Upon delivery of each Deliverable (or phase of a Deliverable, where the SOW provides for phased delivery), the Client shall have ten (10) Business Days (or such other period as may be specified in the SOW) to review the Deliverable and notify the Supplier in writing of any material deficiencies by reference to the requirements set out in the SOW (the "Review Period").

13.5 If the Client does not notify the Supplier of any material deficiency within the Review Period, the Deliverable shall be deemed accepted. If the Client notifies the Supplier of material deficiencies within the Review Period, the Supplier shall use reasonable endeavours to remedy such deficiencies within a reasonable time, following which a further Review Period shall apply.

13.6 Acceptance of a Deliverable (whether express or deemed) shall not affect the Client's rights under clause 9 (Warranties) or any other provision of this Agreement.

14. TERMINATION

14.1 **Termination for convenience.** Either party may terminate any SOW by giving not less than thirty (30) days' written notice to the other party, subject to clause 15 (Cancellation by Client).

14.2 **Termination for cause.** Either party may terminate this Agreement or any SOW immediately by notice in writing if:

- (a) the other party commits a material breach of this Agreement and (where the breach is capable of remedy) fails to remedy it within thirty (30) days of receiving written notice specifying the breach;
- (b) the other party commits a material breach of this Agreement that is incapable of remedy;
- (c) the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;
- (d) the other party ceases or threatens to cease to carry on its business or substantially the whole of its business; or
- (e) the other party is or becomes insolvent, or an administrator, receiver, administrative receiver, liquidator, trustee or similar officer is appointed over any of its assets.

14.3 **Effect of termination.** Upon termination or expiry of any SOW:

- (a) the Client shall pay the Supplier for all Services performed up to the date of termination, including any committed third-party costs that are non-cancellable;
- (b) any deposit paid and not yet applied to invoiced Services shall be applied against any outstanding fees, with any surplus refunded to the Client within thirty (30) days;
- (c) subject to clause 6.5 (Retained copies), each party shall promptly return or (at the other party's election) destroy all Confidential Information of the other party in its possession; and

(d) the following clauses shall survive termination: clauses 3 (Fees and Payment, to the extent of accrued rights), 6 (Intellectual Property), 7 (Confidentiality), 8 (Data Protection), 10 (Limitation of Liability), 11 (Indemnification), 19 (Non-Solicitation), 21 (Dispute Resolution) and 27 (Governing Law), together with any other provision which expressly or by implication is intended to come into or continue in force on or after termination.

14.4 Termination of any individual SOW shall not of itself terminate any other SOW or this Agreement.

15. CANCELLATION BY CLIENT

15.1 Where the Client terminates a SOW under clause 14.1 (termination for convenience) or otherwise cancels a SOW prior to its natural completion, the following shall apply in addition to the Client's obligations under clause 14.3:

- (a) for the avoidance of doubt, the Client's payment obligations under clause 14.3(a) shall apply;
- (b) if the termination or cancellation is on less than thirty (30) days' written notice, the Client shall pay a cancellation fee equal to 25% of the remaining unpaid fees under the SOW; and
- (c) if the termination or cancellation is on thirty (30) or more days' written notice, no cancellation fee shall apply.

15.2 The parties agree that the cancellation fee in clause 15.1(b) represents a genuine pre-estimate of the Supplier's losses (including opportunity cost, resource allocation and pipeline disruption) and is not a penalty.

16. FORCE MAJEURE

16.1 Neither party shall be liable for any delay or failure to perform its obligations (other than an obligation to make payment) if the delay or failure results from events or circumstances outside its reasonable control, including (without limitation) acts of God, pandemic, epidemic, war, terrorism, fire, flood, strikes, lockouts, civil disturbance, failure of telecommunications networks, or acts or omissions of government or regulatory authorities (each a "Force Majeure Event").

16.2 The affected party shall notify the other party promptly and shall use reasonable endeavours to mitigate the effect of the Force Majeure Event. If the Force Majeure Event continues for more than sixty (60) days, either party may terminate the affected SOW by written notice.

17. ANTI-BRIBERY AND ANTI-CORRUPTION

17.1 Each party shall comply with the Bribery Act 2010 and all applicable anti-bribery and anti-corruption laws and regulations. Neither party shall engage in any activity, practice or conduct which would constitute an offence under such laws.

17.2 Each party shall have its own policies and procedures in place to ensure compliance with clause 17.1 and shall enforce them where appropriate.

18. INDEPENDENT CONTRACTORS

The parties are independent contractors. Nothing in this Agreement shall create, or be deemed to create, a partnership, joint venture, agency or employment relationship between the parties. Neither party has

the authority to bind the other or to incur any obligation on the other's behalf without that party's prior written consent.

19. NON-SOLICITATION

During the term of any SOW and for twelve (12) months following its termination or expiry, neither party shall, without the prior written consent of the other party, directly or indirectly solicit or endeavour to entice away any employee, contractor or consultant of the other party who has been materially involved in the performance of the Services. This restriction shall not apply to general recruitment advertising not specifically targeted at such persons.

20. ASSIGNMENT

The Client shall not assign, transfer, sub-license or otherwise dispose of any of its rights or obligations under this Agreement without the prior written consent of the Supplier. The Supplier may assign or transfer its rights and obligations under this Agreement to any successor in title to all or substantially all of its business.

21. DISPUTE RESOLUTION

21.1 If any dispute arises out of or in connection with this Agreement, the parties shall first attempt to resolve it by good faith negotiation between senior representatives of each party (or, in the case of the Supplier, a director) within fourteen (14) days of one party notifying the other of the dispute in writing.

21.2 If the dispute is not resolved under clause 21.1, either party may pursue the matter through the courts in accordance with clause 27.

22. NOTICES

22.1 Any notice under this Agreement shall be in writing and may be delivered by email, by hand or by pre-paid first-class post to the address of the other party as set out in the SOW or to such other address as that party may have notified in writing.

22.2 Notices shall be deemed received: if sent by email, at the time of transmission (provided no bounce-back or error notification is received); if delivered by hand, on the date of delivery; and if sent by post, on the second Business Day after posting.

23. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall be severed and the remaining provisions shall continue in full force and effect. The parties shall negotiate in good faith to replace any severed provision with a valid provision that achieves, to the extent possible, the original commercial intent.

24. WAIVER

No failure or delay by either party in exercising any right or remedy under this Agreement shall operate as a waiver of that right or remedy, nor shall any single or partial exercise of any right or remedy prevent any further exercise of that right or remedy or the exercise of any other right or remedy.

25. ENTIRE AGREEMENT

25.1 This Agreement, together with each SOW, constitutes the entire agreement between the parties in relation to its subject matter and supersedes all previous agreements, arrangements, understandings or proposals, whether written or oral, between the parties.

25.2 Each party acknowledges that it has not relied on any statement, representation, warranty or understanding (whether negligently or innocently made) of any person other than as expressly set out in this Agreement, save that nothing in this clause shall exclude liability for fraud.

25.3 This Agreement may be varied only by a written document signed by or on behalf of both parties, or by amendment to these Terms published by the Supplier on its website with not less than thirty (30) days' prior written notice to the Client. Continued engagement of the Supplier's Services after such notice period shall constitute acceptance of the amended Terms. For the avoidance of doubt, any amendment that would materially alter the fees, liability provisions or intellectual property provisions of a SOW that is then in effect shall not apply to that SOW without the Client's written consent.

26. THIRD PARTY RIGHTS

Nothing in this Agreement is intended to, or shall be deemed to, confer any rights or benefits on any person who is not a party to this Agreement. The Contracts (Rights of Third Parties) Act 1999 shall not apply.

27. GOVERNING LAW AND JURISDICTION

27.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

27.2 The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

— End of Terms of Service —

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