



General Terms and Conditions



GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF EQUIPMENT AND/OR SERVICES

(these "General Terms and Conditions")

1. Definitions

In the Agreement:

- 1.1 the following terms shall have the following meanings unless the context requires otherwise:

"Agreement": these General Terms and Conditions together with the Order Form, the Managed Service Schedule (where referred to in the Order Form) and any document referred to in these General Terms and Conditions, the Order Form or the Managed Service Schedule;

"Breach of Duty": the breach of any: (i) obligation arising from the express or implied terms of a contract to take reasonable care or exercise reasonable skill in the performance of the contract; or (ii) common law duty to take reasonable care or exercise reasonable skill (but not any stricter duty);

"Business Day": any day other than: (i) a Saturday; (ii) a Sunday; or (iii) a day when the clearing banks in the City of London are not physically open for business;

"Business Hours": 9.00 am to 5.00 pm on Business Days;

"Change": any change to the Agreement including to any of the Services;

"Change Control Note": has the meaning given in Clause 23.7;

"Commencement Date": the date of commencement of the Agreement in accordance with Clause 2.4;

"Confidential Information": any information in any form or medium obtained by or on behalf of either Party from or on behalf of the other Party in relation to the Agreement which is expressly marked as confidential or which a reasonable person would consider to be confidential, whether disclosed or obtained before, on or after the Commencement Date, together with any reproductions of such information or any part of it;

"Controller": has the meaning given in the Data Protection Legislation;

"RPI": means the Retail Prices Index of the United Kingdom Office for National Statistics or, if that index ceases to be published, the nearest index having equivalent or near equivalent effect;

"Customer": the recipient of the Equipment and/or Services under the Agreement, as set out in Order Form;

"Customer Data": the data shared by the Customer with Express IT as a result of, or during the course of Express IT providing, the Equipment or Services (which may include Personal Data), as well as information and other materials in any form relating to the Customer and which may be accessed, generated, collected, stored or transmitted by Express IT in the course of the provision of the Equipment or performance of the Services;

"Customer Materials": any documents, data, specifications or other materials provided by the Customer to Express IT for the purpose of delivering the Services;

"Data Protection Legislation": in relation to any Personal Data which is processed in the performance of the Agreement, the Data Protection Act 2018 and the UK GDPR, in each case together with any national implementing laws, regulations, secondary legislation and any other applicable or equivalent data protection or privacy laws, as amended or updated from time to time, in the UK, and any successor legislation to such laws;

"Data Subject": has the meaning given in Data Protection Legislation;

"Defects": any defects, whether apparent or actual, related to the Equipment, that are reported by the Customer to Express IT following Express IT's delivery of the Equipment;

"Delivery": has the meaning given in Clause 3.7;

"Delivery Location": the address at which the Customer shall take possession of the Equipment, as set out in the Order Form;

"Equipment": the equipment (or any part of them) set out in the Order Form;

"Equipment Fees": the fees to be paid by the Customer to Express IT for the Equipment, as set out in the Order Form or as determined in accordance with Express IT's standard list prices in force from time to time;

"Equipment Specification": any specification for the Equipment as set out in the Order Form or as provided by Express IT from time to time;

"Express IT": Express IT Group Ltd, whose registered company number is 07707999 and whose registered offices are at Suite 4, Leigh Wharf, Canal Street, Leigh, England, WN7 4DB;

"Express IT Documents": any documents, data, specifications or other materials provided by Express IT to the Customer for the purpose of delivering the Services;

"Event of Force Majeure": has the meaning given in Clause 17.1;

"Fees": the fees payable by the Customer to Express IT under the Agreement for the Equipment and/or the Services, as stipulated in the relevant Order Form, which may include Equipment Fees, the Managed Service Fees, the Professional Services Fees and/or the Third-Party Services Fees;

"GDPR": the General Data Protection Regulation (EU 2016/679);

"Intellectual Property Rights": copyright and related rights, trade marks and service marks, trade names and domain names, rights under licences, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, patents, rights to inventions, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"Liability": liability in or for breach of contract, Breach of Duty, torts (including negligence and intentional torts), deliberate breach (including deliberate personal repudiatory breach), misrepresentation, restitution or any other cause of action whatsoever relating to or arising under or in connection with the Agreement, including liability expressly provided for under the Agreement or arising by reason of the invalidity or unenforceability of any term of the Agreement (and, for the purposes of this definition, all references to **"the Agreement"** shall be deemed to include any collateral contract);

"Managed Service": Express IT's ongoing, day-to-day management, monitoring, and maintenance of specific information technology software and systems on behalf of the Customer; functions or entire systems for another business, as further particularised in the Order Form and provided subject to the Managed Service Schedule;

"Managed Service Fees": the fees payable by the Customer to Express IT under the Agreement for the Managed Services, as stipulated in the relevant Order Form;

"Managed Service Schedule": the schedule containing a further description of the services provided by Express IT to the Customer, including further rights and obligations for the Parties in relation to any of the Services;

"Manager": has the meaning given in Clause 9.1;

"Order Form": the written document Express IT provides to the Customer containing specific information relating to the particular Equipment and Services supplied or to be arranged to be supplied by Express IT to the Customer;

"Party": Express IT or the Customer, and **"Parties"** means both of Express IT and the Customer;

"Personal Data": has the meaning given in the Data Protection Legislation, and relates only to personal data, or any part of such personal data, of which the Customer are the Controller and Express IT are the Processor and providing services under the Agreement;

"Personal Data Breach": has the meaning given in the Data Protection Legislation;

"Personnel": all persons employed or engaged by Express IT to provide the Services;

"Processing": has the meaning given in the Data Protection Legislation and **"Process"** shall be interpreted accordingly;

"Processor": has the meaning given in the Data Protection Legislation;

"Professional Services": the optional services to be provided by Express IT to the Customer, as particularised in the Order Form;

"Professional Services Fees": the fees payable by the Customer to Express IT under the Agreement for the Professional Services, as stipulated in the relevant Order Form;

"Services": the services Express IT are to provide under the Agreement, as more particularly described in the Order Form (and, if applicable, the Managed Service Schedule) including the Managed Service, the Professional Services and/or the Third-Party Services;

"Supervisory Authority": means: (a) an independent public authority which is established by a Member State pursuant to Article 51 GDPR; and (b) any similar regulatory authority responsible for the enforcement of Data Protection Legislation;

"Term": has the meaning given in Clause 16.1;

"Third-Party Services": Express IT's licensing, and/or facilitation of the provision of, the services via Third Party Suppliers, as particularised in the Order Form;

"Third-Party Services Fees": the fees payable by the Customer to Express IT under the Agreement for the Third-Party Services, as stipulated in the relevant Order Form;

"Third-Party Supplier": any independent service providers, vendors, or other third parties whose software or services are made available to the Customer by Express IT;

"UK GDPR": the GDPR, as applied by Chapter 3 of Part 2 of the Data Protection Act 2018;

- 1.2 references to **"Clauses"** are to clauses of these General Terms and Conditions; references to **"Paragraphs"** are to paragraphs of the Managed Service Schedule;
- 1.3 the headings are inserted for convenience only and shall not affect the construction or interpretation of the Agreement;
- 1.4 a **"person"** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 1.5 a reference to a Party includes its personal representatives, successors or permitted assigns;
- 1.6 words imparting the singular shall include the plural and vice versa. Words imparting a gender shall include the other gender and the neutral;
- 1.7 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- 1.8 any phrase introduced by the terms **"including"**, **"include"**, **"in particular"** or any similar expression, shall be construed as illustrative, shall not limit the sense of the words preceding or following those terms, and shall be deemed to be followed by the words **"without limitation"** unless the context requires otherwise; and
- 1.9 a reference to **"writing"** or **"written"** includes in electronic form and similar means of communication (except under Clause 18).

2. Agreement

- 2.1 The terms of the Agreement apply to the exclusion of any terms and conditions submitted, proposed or stipulated by the Customer in whatever form and at whatever time. These General Terms and Conditions apply to the provision of the Equipment and/or the Services.
- 2.2 Save as expressly provided in the Agreement, the Agreement shall operate to the entire exclusion of any other agreement, understanding or arrangement of any kind between the Parties preceding the date of the Agreement and in any way relating to the subject matter of the Agreement and to the exclusion of any representations not expressly stated in the Agreement except for any fraudulent misrepresentations or any misrepresentation as to a fundamental matter. Each of the Parties acknowledges that it has not entered into the Agreement based on any representation that is not expressly incorporated into the Agreement.
- 2.3 The Agreement constitutes the whole agreement and understanding of the Parties as to the subject matter of the Agreement and there are no provisions, terms, conditions or obligations, whether oral or written, express or implied, other than those contained or referred to in the Agreement.
- 2.4 The Order Form shall be in the form that Express IT requires from time to time. The Agreement shall be legally formed and the Parties shall be legally bound when Express IT have

received and signed the Order Form that has been signed by an authorised signatory of the Customer and submitted by the Customer to Express IT. Submission to Express IT by the Customer of the Order Form as signed shall be deemed to be an offer by the Customer to purchase the Equipment and/or Services (as specified in the Order Form) from Express IT, subject to the provisions of the Agreement, and Express IT's counter-signature on the Order Form shall be considered acceptance of such offer, but the requirements for Express IT to perform any of its obligations under the Agreement shall be conditional upon its receipt from the Customer of any advance payment of Fees as required under the Agreement.

- 2.5 If the Customer provides to Express IT a purchase order for the Customer's receipt of Equipment and/or Services other than as set out in Clause 2.4, that purchase order (and any terms and conditions attached or referred to in it) shall be purely for the Customer's administrative purposes and shall not form part of the Agreement.
- 2.6 Any samples, drawings, descriptive matter or advertising issued by Express IT and any descriptions of the Equipment or illustrations or descriptions of the Services are issued or published for the sole purpose of giving an approximate idea of the Equipment and Services described in them. They shall not form part of the Agreement nor have any contractual force.
- 2.7 In the event of a conflict between these General Terms and Conditions, the Managed Service Schedule and the Order Form, then:
 - 2.7.1 the Order Form shall prevail over;
 - 2.7.2 these General Terms and Conditions, which shall prevail over;
 - 2.7.3 the Managed Service Schedule.

3. Equipment

- 3.1 The Equipment shall be as described in any applicable Equipment Specification.
- 3.2 Express IT reserves the right to amend any Equipment Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Equipment, provided that Express IT shall notify the Customer in the event of any such amendment.
- 3.3 Express IT shall use reasonable endeavours to ensure that each delivery of the Equipment is accompanied by a delivery note which shows the type and quantity of the Equipment, and, if the Equipment are being delivered by instalments, the outstanding balance of Equipment remaining to be delivered.
- 3.4 The Customer, if requested by Express IT, shall make any packaging materials available for collection by Express IT at such times as Express IT shall reasonably request.
- 3.5 Express IT shall deliver the Equipment to the Delivery Location at any time after Express IT notifies the Customer that the Equipment are ready for delivery.
- 3.6 Notwithstanding Clause 3.5, if the Parties agree in writing, the Customer may collect the Equipment from Express IT's premises (or at such other location as may be agreed in writing) within 3 (three) Business Days of Express IT notifying the Customer that the Equipment are ready for collection.
- 3.7 Delivery of the Equipment shall be completed on the completion of unloading of the Equipment at the Delivery Location or prior to loading by the Customer at any other location agreed in accordance with Clause 3.6 (**"Delivery"**).
- 3.8 Any dates quoted for delivery of the Equipment, in the Order Form or otherwise, are approximate only, and time of delivery is not of the essence.
- 3.9 If Express IT fails to deliver the Equipment, its Liability for such failure shall be limited in accordance with Clause 15.
- 3.10 If the Customer fails to receive delivery of (or, where agreed in accordance with Clause 3.6, collect) the Equipment within 3 (three) Business Days of Express IT notifying the Customer that the Equipment are available to the Customer (either on delivery or collection), then except where such failure or delay is caused by Express IT's failure to comply with its obligations under the Agreement in respect of the Equipment:
 - 3.10.1 delivery of the Equipment shall be deemed to have been completed at 9.00 am on the 3rd (third) Business Day following the day on which Express IT notified the Customer that the Equipment was ready for delivery/collection; and

- 3.10.2 Express IT shall store the Equipment until the Customer takes actual physical possession of the Equipment and charge the Customer for all related costs and expenses (including insurance).
- 3.11 If the Customer fails to receive delivery of (or, where agreed in accordance with Clause 3.6, collect) the Equipment within 10 (ten) Business Days of Express IT notifying the Customer that the Equipment are available to the Customer (either on delivery or collection), then Express IT may, without prejudice to its rights or remedies under the Agreement, terminate the Agreement (or the supply of the Equipment) and resell or otherwise dispose of part or all of the Equipment and, if applicable, charge the Customer for any shortfall below the Equipment Fees received by Express IT when re-selling or disposing of the Equipment.
- 3.12 Express IT may deliver the Equipment by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate order of Equipment in the sense that any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 4. Quality of Equipment**
- 4.1 The Customer acknowledges that Express IT is not the manufacturer of the Equipment and so the Customer may only receive any such warranty or other benefit as Express IT has received from the relevant manufacturer.
- 4.2 Express IT seeks to register any applicable manufacturer warranties upon its receipt of the applicable Equipment. If any manufacturer warranties apply to the Equipment, Express IT shall use reasonable endeavours, but shall be under no obligation, to assign the benefit of any such warranties in their entirety to the Customer. The Customer acknowledges and agrees that the applicable manufacturer of any such Equipment may determine that the applicable warranty period shall run from Express IT's initial receipt of the Equipment rather than the date upon which they are first used by the Customer.
- 4.3 The Equipment supplied under the Agreement shall, at the point of Delivery, be free from apparent and obvious defects in design, material and workmanship.
- 4.4 The Customer shall be deemed to have accepted the Equipment if it has not reported to Express IT in writing that the Equipment is in breach of Clause 4.3 within 5 (five) Business Days following Delivery.
- 4.5 The Customer may reject any Equipment delivered to it that does not comply with clause 4.3, provided that:
- 4.5.1 notice of rejection is given to Express IT in accordance with Clause 4.4; and
- 4.5.2 none of the events listed in Clause 4.6 apply.
- 4.6 Express IT shall not be liable for any Equipment that fails to comply with Clause 4.3 in any of the following events:
- 4.6.1 the Customer makes any further use of such Equipment after giving notice in accordance with Clause 4.4;
- 4.6.2 the defect arises because the Customer failed to follow Express IT's (or the relevant manufacturer's) oral or written instructions for the storage, commissioning, installation, use and maintenance of the Equipment or (if there are none) good trade practice regarding the same;
- 4.6.3 the Customer alters or repairs the Equipment without Express IT's written consent; or
- 4.6.4 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions.
- 4.7 If the Customer rejects Equipment under Clause 4.5 then Express IT, at its discretion, shall:
- 4.7.1 repair or replace the rejected Equipment; or
- 4.7.2 repay the applicable Equipment Fees in respect of the rejected Equipment.
- 4.8 Once Express IT has complied with Clause 4.7, it shall have no further Liability to the Customer for the rejected Equipment under Clause 4.3.
- 5. Title and Risk**
- 5.1 The risk in the Equipment shall pass to the Customer on Delivery.
- 5.2 Title to the Equipment shall not pass to the Customer until Express IT receives payment in full (in cash or cleared funds) for the Equipment as well as any other Equipment that the Customer has agreed to purchase from Express IT in respect of which payment has become due (in which case title to the Equipment shall pass at the time of payment of all such sums).
- 5.3 Until title to the Equipment has passed to the Customer, the Customer shall:
- 5.3.1 store the Equipment separately from all other Equipment held by the Customer so that they remain readily identifiable as Express IT's property;
- 5.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Equipment;
- 5.3.3 maintain the Equipment in satisfactory condition and keep them insured against all risks for their full price on Express IT's behalf from the date of Delivery;
- 5.3.4 notify Express IT immediately if it becomes subject to any of the events listed in Clause 16.4.4; and
- 5.3.5 give Express IT such information as Express IT may reasonably require from time to time relating to:
- (a) the Equipment; and
- (b) the ongoing financial position of the Customer.
- 5.4 The Customer may not resell the Equipment before Express IT receives payment for the Equipment.
- 5.5 At any time before title to the Equipment passes to the Customer, Express IT may require the Customer to deliver up all Equipment in its possession and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Equipment are stored in order to recover them. Where the Equipment are being stored at premises owned or controlled by a third party, the Customer shall procure the right for Express IT to enter any such premises in order for Express IT to exercise its rights under the Agreement (including this Clause 5.5)
- 6. Services**
- 6.1 Express IT warrants that:
- 6.1.1 it shall provide the Services, for the applicable term specified within the Order Form, with all due skill, care and diligence using appropriately experienced and qualified Personnel;
- 6.1.2 its Personnel have the necessary skill to provide any Services;
- 6.1.3 any Services will be provided in a professional, competent and workmanlike manner;
- 6.1.4 it has all necessary consents, rights and permissions to enter into, and perform its obligations under, the Agreement;
- 6.1.5 it shall ensure that its Personnel co-operate with, and make themselves available at all reasonable times for, discussion and meetings with, the Customer and the Customer's employees, agents or subcontractors; and
- 6.1.6 it shall comply with all applicable laws, statutes, regulations and bye-laws in relation to the exercise of its rights and performance of its obligations under the Agreement.
- 6.2 Express IT are not responsible for any people, equipment, deliverables or services that Express IT are not expressly stipulated to provide in the Agreement (including any Third-Party Supplier's provision of software or services pursuant to the Third-Party Services). The Customer is responsible for any people, equipment, deliverables and services that it needs to obtain from someone other than Express IT. Except for any matter in relation to which Express IT specifically agrees in writing to advise or do, Express IT shall not be responsible, or have any Liability (subject to Clause 15.2) for advising on, or failing to advise on, or doing, or failing to do, anything else.
- 6.3 Subject to Express IT performing the Services within any timeframe agreed as being necessary for the performance of the Services, Express IT may select its own working times and location provided that the nature of particular services does not require those particular services to be undertaken during particular working times or at a particular location (in which situation the Customer shall be entitled to request that Express IT perform the Services at such working times and location as are reasonable in the circumstances).

- 6.4 Express IT shall use its reasonable endeavours to perform its obligations under the Agreement within any timescales set out in the Agreement. However, subject to Clause 15.2, Express IT shall not have any Liability for any outages, delays or failures to accurately perform the Services:
- 6.4.1 if Express IT have used those endeavours;
 - 6.4.2 if caused by any outage, failure or delay on the Customer's part or on the part of the Customer's employees, agents or subcontractors or by any breach by the Customer of the Agreement or any other agreement; or
 - 6.4.3 in respect of the Third-Party Services, if caused by any outage, failure or delay on the applicable Third-Party Supplier's part.
- If there is any slippage in time, Express IT shall use its reasonable endeavours to reschedule delayed tasks to a mutually convenient time.
- 6.5 If Express IT are delayed or hindered in providing any Services as a result of any breach, delay or failure by the Customer to perform any of the Customer's obligations under the Agreement or of any other agreement between Express IT and the Customer, then Express IT may charge the Customer at Express IT's time and material rates in force at such time for:
- 6.5.1 any time reasonably incurred as a result of the hindrance or breach (including any wasted time for which Express IT had anticipated that its Personnel would provide Services under the Agreement but become unable to provide the Services at that time as a result of the Customer's act or omission); and
 - 6.5.2 any time that Express IT were going to spend in providing the Services, in addition to the time Express IT actually do spend in providing the Services.
- 6.6 Except as specifically stipulated in the Agreement, Express IT:
- 6.6.1 shall not be responsible for providing or achieving any particular results or outcomes or within a particular time; and
 - 6.6.2 excludes all conditions, warranties, terms and obligations, whether express or implied by statute, common law or otherwise, to the fullest extent permitted by law in respect of the Services.
- 7. The Customer's obligations**
- 7.1 The Customer shall:
- 7.1.1 ensure that the terms of the Order Form, the Managed Service Schedule (where applicable), and any specification or instructions the Customer provides to Express IT for the provision of the Equipment and/or Services, are complete and accurate;
 - 7.1.2 ensure that its employees, agents and subcontractors co-operate with, and make themselves available at all reasonable times for discussion and meetings with, Express IT and its employees, agents and subcontractors as to enable Express IT to promptly perform its obligations under the Agreement;
 - 7.1.3 promptly provide to Express IT such data, information and assistance that will enable Express IT to carry out fully, accurately and promptly its obligations under the Agreement to the best of its ability;
 - 7.1.4 provide Express IT and its Personnel access to the Customer's premises, other facilities or systems as reasonably required by Express IT to provide the Equipment and/or Services and ensure that the Customer's premises, other facilities or systems are prepared for the supply of the Equipment and/or Services by Express IT or its Personnel;
 - 7.1.5 keep Express IT updated with any changes to its infrastructure or environment that may impact the provision of the Equipment or performance of the Services;
 - 7.1.6 have all the necessary licenses, rights, permissions and consents to enter into, and perform the Customer's obligations under, the Agreement;
 - 7.1.7 comply with any policies issued by Express IT;
 - 7.1.8 comply with all applicable laws, statutes, regulations and bye-laws in relation to the exercise of its rights and performance of its obligations under the Agreement.
- 7.2 It is the Customer's responsibility to ensure that the Equipment and/or Services are sufficient and suitable for the Customer's purposes and meet the Customer's individual requirements. It is the Customer's responsibility to ensure that its use, or receipt of, the Services, deliverables or other materials are compliant with any regulatory regime to which the Customer is subject. Express IT shall not be responsible or, subject to Clause 15.2, have any Liability in the event that the Equipment and/or Services are not suitable for the Customer's purposes or do not meet the Customer's individual requirements, including if they fail to comply with any laws or regulations to which the Customer is subject.
- 7.3 The Customer is responsible for ensuring that it provides Express IT with the information and assistance required to enable Express IT to properly provide the Equipment and/or Services. Express IT shall not be responsible or, subject to Clause 15.2, have any Liability for any failure to provide the Equipment and/or Services to the extent caused by the Customer's failure to properly ensure the provision of the relevant information and/or assistance, including as set out in Clause 7.1.
- 7.4 The Customer shall not knowingly or recklessly transmit any electronic material (including viruses) onto a system owned or managed by Express IT or a Third Party Supplier which causes or is likely to cause detriment or harm in any degree.
- 7.5 The Customer warrants and agrees to comply with any additional terms and conditions a Third Party Supplier requires Express IT to impose on its Customers from time to time. Such applicable additional terms and conditions are set out within the Order Form.
- 7.6 The Customer agrees to indemnify Express IT, keep Express IT indemnified and defend Express IT at the Customer's own expense, against all costs, claims, damages or expenses incurred by Express IT or for which Express IT may become liable, arising from or in connection with a breach by the Customer of its obligations under this Clause 7.
- 8. Non-Solicitation**
- 8.1 The Customer agrees that during the Term of the Agreement, it will not directly or indirectly solicit, entice away, or engage any person employed or engaged by Express IT that is involved in providing the Equipment and/or Services, without Express IT's prior written consent. This restriction shall not apply to responses made to general recruitment advertising campaigns published by the Customer.
- 8.2 If the Customer breaches Clause 8.1, the Customer shall pay to Express IT a sum equal to 1 (one) year's basic salary of the relevant employee, or the annual fee that was payable by Express IT to such engaged contractor.
- 9. Management of the Equipment and/or Services**
- 9.1 Each Party shall appoint a person to oversee the provision of the Equipment and/or Services by Express IT to the Customer, where such person shall act as the first point of contact for the other Party in respect of the Equipment and/or Services (each being a "Manager").
- 9.2 The relevant Managers shall cooperate with each other and shall attend meetings at reasonable intervals to discuss the provision of the relevant Equipment and/or Services.
- 10. Fees and payment**
- 10.1 In consideration of receiving the relevant Equipment and/or Services that Express IT provide pursuant to the Agreement, the Customer shall pay the Fees to Express IT.
- 10.2 The Fees shall be as set out in the Order Form.
- 10.3 Express IT shall be entitled to increase the Fees at any time on notice to the Customer:
- 10.3.1 in line with the percentage increase in the RPI in the preceding 12 (twelve) month period, and the first such increase shall take effect on the 1st (first) anniversary of the Commencement Date and shall be based on the latest available figures for the percentage increase in the RPI; and
 - 10.3.2 in respect of the Third-Party Services, in line with any price increase levied upon Express IT by any Third Party Supplier at any time.
- 10.4 In accordance with the Order Form, or as otherwise in accordance with Express IT's normal expenses policies or procedures from time to time, Express IT may charge the Customer for its reasonable expenses incurred in the course of performing its obligations under the Agreement, including for

the reasonable accommodation, travel, telephone, food, subsistence, out-of-pocket, any other expenses incurred in the course of performing the Agreement outside of the relevant person's normal place of work, and materials or equipment agreed in writing between the Parties that Express IT will purchase on the Customer's behalf. Such expenses shall not be considered to be included in any estimates or quotations Express IT provides to the Customer at any time and shall be incurred and charged to the Customer on an ad hoc basis.

- 10.5 The Customer shall pay the Fees (and expenses) to Express IT within 15 (fifteen) days of the date of each invoice. Unless set out otherwise in the Agreement, Express IT may issue invoices to the Customer for the Fees (and expenses) at such intervals as Express IT may, at its absolute discretion, consider appropriate. However, if Express IT are to incur significant expense on the Customer's behalf, the Parties may agree (such agreement not to be unreasonably conditioned, withheld or delayed), on a case-by-case basis, that the Customer shall pay Express IT in advance before Express IT have incurred the expense. The Customer acknowledges that, without the Customer's agreement to incur the expense, Express IT reserves the right to stop providing the Equipment and/or performing the Services that are dependent on Express IT incurring that expense, and Express IT shall have no Liability, subject to Clause 15.2, for any delay or failure in the performance of the Services as a result.
- 10.6 Unless otherwise set out in the Order Form, all sums due under the Agreement are exclusive of VAT or other sales, import or export duties or taxes (if applicable) which shall be payable in addition at the same time as payment of any sums due.
- 10.7 The Customer shall pay Express IT all sums due under the Agreement by any payment method that Express IT may stipulate from time to time. No payment shall be considered paid until Express IT have received it in cleared funds in full.
- 10.8 Payment of sums due under the Agreement shall be in the currency in force in England from time to time.
- 10.9 All amounts due under the Agreement shall be paid by the Customer to Express IT in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 10.10 If the Customer is late in paying any part of any monies due to Express IT under the Agreement and such payment remains outstanding for 7 (seven) days following Express IT providing notice to the Customer of such outstanding payment, Express IT may (without prejudice to any other right or remedy available to Express IT whether under the Agreement or by any statute, regulation or bye-law) do any or all of the following:
- 10.10.1 charge interest on the overdue amount due but unpaid at the annual rate of interest set under Section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 from time to time from the due date until payment (after as well as before judgment), such interest to run from day to day and to be compounded monthly;
- 10.10.2 recover Express IT's costs and expenses and charges (including legal and debt collection fees and costs) in collecting the late payment; and/or
- 10.10.3 suspend performance of the Agreement (in whole or in part) until payment in full has been made.

11. Insurance

- 11.1 Express IT shall maintain in force such insurance policies with reputable insurance companies as Express IT consider reasonably necessary to cover its relevant potential liabilities in connection with the Agreement.
- 11.2 Express IT shall during the Term and for a period of 1 (one) year thereafter:
- 11.2.1 do nothing to invalidate any insurance policy or to prejudice the Customer's entitlement under any insurance policy; and
- 11.2.2 procure that the terms of such policies are not altered in such a way as to diminish the benefit of the policies for the Customer.

12. Confidentiality

- 12.1 Each Party shall keep the other Party's Confidential Information confidential and shall not:
- 12.1.1 use such Confidential Information except for the purpose of exercising or performing its rights and obligations under the Agreement; or

- 12.1.2 disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this Clause 12.

Each Party shall use adequate procedures and security measures to protect the other Party's Confidential Information from inadvertent disclosure or release to unauthorised persons.

- 12.2 A Party may disclose the other Party's Confidential Information to those of its officers, employees, agents and subcontractors who need to know such Confidential Information provided that:
- 12.2.1 it informs such officers, employees, agents and subcontractors of the confidential nature of the Confidential Information before disclosure; and
- 12.2.2 it does so subject to obligations equivalent to those set out in this Clause 12.
- 12.3 A Party may disclose the Confidential Information of the other Party to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause 12.3, it takes into account the reasonable requests of the other Party in relation to the content of such disclosure.
- 12.4 The obligations of confidentiality in this Clause 12 shall not extend to any matter which either Party can show:
- 12.4.1 is in, or has become part of, the public domain other than as a result of a breach of the confidentiality obligations of the Agreement; or
- 12.4.2 was independently developed by it; or
- 12.4.3 was independently disclosed to it by a third party entitled to disclose the same; or
- 12.4.4 was in its written records prior to receipt.
- 12.5 Each Party reserves all rights in its Confidential Information. No rights or obligations in respect of a Party's Confidential Information other than those expressly stated in the Agreement are granted to the other Party, or to be implied from the Agreement.
- 12.6 Express IT may:
- 12.6.1 identify the Customer and the nature of the Equipment and/or Services provided by Express IT to the Customer;
- 12.6.2 make any announcements (including any announcement required for regulatory compliance) regarding entry into the Agreement on or following the Commencement Date; and
- 12.6.3 use information relating to the Agreement in marketing and case studies with third parties, including reasonable use of the Customer's logo and other branding,
- provided that, in doing so, Express IT shall not reveal any of the Customer's Confidential Information (without the Customer's prior written consent).
- 12.7 On termination of the Agreement, each Party shall:
- 12.7.1 return to the other Party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other Party's Confidential Information;
- 12.7.2 erase all the other Party's Confidential Information from its computer systems (to the extent possible); and
- 12.7.3 certify in writing to the other Party that it has complied with the requirements of this Clause 12.7, provided that a recipient Party may retain documents and materials containing, reflecting, incorporating or based on the other Party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority, or to otherwise maintain reasonable business records.
- 12.8 The provisions of this Clause 12 shall continue to apply after termination of the Agreement.
- 13. Intellectual Property Rights**
- 13.1 Unless otherwise specified in the Agreement, the Customer acknowledges that all Intellectual Property Rights in the Services, and the results of the Services, belong and shall belong to Express IT or the relevant third party owners (as the case may be), and the Customer shall have no rights in or to

the Services, or the results of the Services, other than the right to use them in accordance with the terms of the Agreement.

13.2 Express IT grants the Customer a royalty-free, non-exclusive license to use any Express IT Documents provided as part of the Services for the purposes of using the Services only.

13.3 The Customer grants the Supplier a royalty-free, non-exclusive licence to use any Customer Materials for the Term of the Agreement for the purpose of supplying the Equipment and/or the Services.

14. Data Protection

14.1 The Customer is exclusively responsible for, the legality, reliability, integrity, accuracy and quality of the Customer Data.

14.2 Express IT acknowledge that the Customer shall own and retain all rights, title and interest in and to the Personal Data. Express IT shall not have any rights to access, use or modify the Personal Data without the Customer's prior written consent, except to the extent necessary for the Customer to access the Services or as otherwise required by applicable law.

14.3 The Parties acknowledge that, for the purposes of Data Protection Legislation, the Customer is the Controller and Express IT are the Processor of any Personal Data.

14.4 Details of the scope, nature and purpose of Processing by Express IT, the duration of the Processing, the types of Personal Data that Express IT are to Process, the categories of Data Subject and the sub-Processors that Express IT have appointed are as set out in Order Form.

14.5 Each Party confirms that it holds, and during the Term will maintain, all registrations and notifications required in terms of the Data Protection Legislation which are appropriate to the performance of its obligations under the Agreement.

14.6 Each Party confirms that, in the performance of the Agreement, it will comply with the Data Protection Legislation.

14.7 Express IT will:

14.7.1 Process Personal Data only on documented instructions from the Customer, unless required to do so by Data Protection Legislation or any other applicable law to which Express IT are subject; in such a case, Express IT shall inform the Customer of that legal requirement before Processing, unless that law prohibits Express IT to so inform the Customer;

14.7.2 ensure that persons authorised to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

14.7.3 take all measures required pursuant to Article 32 of the GDPR in respect of security of Processing where necessary;

14.7.4 notify the Customer as soon as reasonably practicable before appointing any subcontractor in respect of Processing of Personal Data, and ensure that any such subcontractor complies with the provisions of this Clause 14 as if it was a Party; if the Customer (acting reasonably) disagree with the appointment of the subcontractor for reasons relating to the Processing of Personal Data, the Customer shall have the right to terminate the Agreement on no less than 30 (thirty) days' written notice. For the avoidance of doubt, any appointment of subcontractors in the same corporate group or banner as an existing subcontractor (for example, a subsidiary in the UK, in a different country within the European Economic Area or otherwise any adequate jurisdictions for data processing purposes) shall not require further approval from the Customer;

14.7.5 taking into account the nature of the Processing, assist the Customer by putting in place appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the Data Subject's rights laid down in Data Protection Legislation, to the extent that such requests relate to the Agreement and its obligations under it;

14.7.6 assist the Customer in ensuring compliance with the Customer's obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of Processing and the information available to Express IT;

14.7.7 at the Customer's option, delete (to the extent practicable) or return all the Personal Data to the

Customer after termination of the Agreement or otherwise on the Customer's request, and delete existing copies (to the extent practicable) unless applicable law requires Express IT's ongoing storage of the Personal Data;

14.7.8 make available to the Customer all information necessary to demonstrate Express IT's compliance with this Clause 14, and allow for and reasonably contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer; and

14.7.9 inform the Customer immediately if, in Express IT's opinion, an instruction from the Customer infringes (or, if acted upon, might cause an infringement of) Data Protection Legislation.

14.8 Each Party will notify the other Party as soon as is reasonably practicable (any in event within 24 (twenty-four) hours) if it becomes aware of a Personal Data Breach relating to either Party's obligations under the Agreement.

14.9 The Customer shall undertake appropriate data protection impact assessments to ensure that Processing of Personal Data complies with Data Protection Legislation. Express IT will provide the Customer with reasonable assistance, where necessary and upon the Customer's request, in carrying out any data protection impact assessment and undertaking any necessary prior consultation of the Supervisory Authority.

14.10 It is the Customer's responsibility to ensure that Personal Data is dealt with in a way that is compliant with Article 5(1) of the GDPR.

14.11 It is the Customer's responsibility to ensure that it has all necessary and appropriate consents and notices in place to enable lawful transfer of the Personal Data to Express IT for the duration and purposes of the Agreement.

14.12 The Customer agrees to indemnify Express IT, keep Express IT indemnified and defend Express IT at the Customer's own expense, against all costs, claims, damages or expenses incurred by Express IT or for which Express IT may become liable, arising from or in connection with a breach by the Customer of its obligations under this Clause 14.

15. Limitation of Liability

15.1 This Clause 15 prevails over all of the Agreement and sets forth Express IT's entire Liability, and the Customer's sole and exclusive remedies, in respect of:

15.1.1 performance, non-performance, purported performance, delay in performance or mis-performance of the Agreement; or

15.1.2 otherwise in relation to the Agreement or entering into the Agreement.

15.2 Neither Party excludes or limits its Liability for:

15.2.1 its fraud or fraudulent misrepresentation;

15.2.2 death or personal injury caused by its Breach of Duty;

15.2.3 any breach of the obligations implied by Section 2 of the Supply of Goods and Services Act 1982, or Section 12 of the Sale of Goods Act 1979; or

15.2.4 any other Liability which cannot be excluded or limited by applicable law.

15.3 Subject to Clause 15.2, Express IT do not accept and hereby exclude any Liability for Breach of Duty other than any Liability arising pursuant to the terms of the Agreement.

15.4 Subject to Clause 15.2, Express IT shall not have any Liability for any outages, failures, delays, policy changes, or issues arising from third-party vendors, platforms, registrars, service providers, or any Equipment, services, information, software, or other material that the Customer may obtain from other third parties, including from or via any Third-Party Supplier.

15.5 Subject to Clause 15.2, Express IT shall not have any Liability in respect of any:

15.5.1 indirect or consequential losses, damages, costs or expenses;

15.5.2 loss of actual or anticipated profits;

15.5.3 loss of contracts;

15.5.4 loss of use of money;

15.5.5 loss of anticipated savings;

15.5.6 loss of revenue;

15.5.7 loss of goodwill;

- 15.5.8 loss of reputation;
- 15.5.9 loss of business;
- 15.5.10 ex gratia payments;
- 15.5.11 loss of operation time;
- 15.5.12 loss of opportunity;
- 15.5.13 loss caused by the diminution in value of any asset; or
- 15.5.14 loss of, damage to, or corruption of, data,

whether or not such losses were reasonably foreseeable or Express IT or its Personnel had been advised of the possibility of such losses being incurred. For the avoidance of doubt, Clauses 15.5.2 to 15.5.14 (inclusive) apply whether such losses are direct, indirect, consequential or otherwise.

- 15.6 Subject to Clause 15.2, Express IT's total aggregate liability to the Customer arising as a result of Express IT's failure to deliver the Equipment, or deliver Equipment that complies with Clause 4.3, shall be limited to the Equipment Fee paid for such Equipment that Express IT fails to deliver or which does not comply with Clause 4.3.
- 15.7 Subject to Clause 15.2, Express IT's total aggregate Liability arising as a result of Express IT's provision of, or failure to provide, the Services, shall be limited to 100% of all Services Fees paid, in aggregate, by the Customer to Express IT under the Agreement in the 12 (twelve) months prior to the date on which the Customer's relevant claim first arose.
- 15.8 The Customer acknowledges and accepts that Express IT only provides the Equipment and/or Services to the Customer on the express condition that Express IT will not be responsible for, nor shall Express IT have any Liability (subject to Clause 15.2), directly or indirectly, for any act or omission of, the Customer, the Customer's employees, agents or subcontractors, or any third party (including any Third-Party Supplier).
- 15.9 Subject to Clause 15.2, all implied terms and conditions as to the quality or performance of the Equipment and/or Services provided under the Agreement are, to the fullest extent permitted by law, excluded from the Agreement including any terms and conditions implied by section 13 of the Sale of Goods Act 1979.
- 15.10 Nothing in the Agreement shall restrict or limit either Party's general obligation at law to mitigate any loss it may suffer or incur as a result of an event that may give rise to a claim under the Agreement.

16. Term and Termination

- 16.1 The Agreement shall commence on the Commencement Date and, unless terminated earlier in accordance with the termination provisions under the Agreement, shall continue until:
 - 16.1.1 Delivery of the Equipment has taken place and Express IT has received the Customer's payment of the Equipment Fees; or
 - 16.1.2 expiry or termination of all Services provided by Express IT to the Customer occurs,
 when it shall automatically terminate without written notice. In instances where Express IT agrees to provide Equipment and Services under the Agreement, termination shall occur upon the later of the above (the "**Term**")
- 16.2 In the event that the Agreement is terminated before Delivery of the Equipment, Express IT may resell or otherwise dispose of the Equipment and, if applicable, charge the Customer for any shortfall below the price of the Equipment Fees. Express IT reserves the right to demand the Customer pay to Express IT a sum equal to the whole of the Equipment Fees that would have been payable if termination had not occurred, which shall be reimbursed (in whole or in part) by Express IT to the Customer upon Express IT's resale of the Equipment.
- 16.3 Without prejudice to any of its rights or remedies, Express IT may terminate the Agreement with immediate effect by giving notice to the Customer if:
 - 16.3.1 the Customer fails to pay any amount due under the Agreement on the due date for payment and such amount remains in default not less than 14 (fourteen) days after being notified to make such payment; or
 - 16.3.2 there is a change of control of the Customer.
- 16.4 Without prejudice to any of its rights or remedies, either Party may terminate the Agreement with immediate effect by giving notice to the other Party if:

16.4.1 the other Party is in material breach of any of its obligations under the Agreement, and, where such material breach is capable of remedy, the other Party fails to remedy such breach within a period of 14 (fourteen) days of being notified of such breach by the Party;

16.4.2 the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

16.4.3 the other Party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Agreement is in jeopardy; or

16.4.4 if the other Party gives notice to any of its creditors that it has suspended or is about to suspend payment or if it shall be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, or an order is made or a resolution is passed for the winding-up of the other Party or an administration order is made or an administrator is appointed to manage the affairs, business and property of the other Party or a receiver and/or manager or administrative receiver is appointed in respect of all or any of the other Party's assets or undertaking or circumstances arise which entitle the court or a creditor to appoint a receiver and/or manager or administrative receiver or administrator or which entitle the court to make a winding-up or bankruptcy order, or the other Party takes or suffers any similar or analogous action in consequence of debt in any jurisdiction.

16.5 Termination of the Agreement shall be without prejudice to any accrued rights or remedies of either Party.

16.6 On termination of the Agreement for any reason:

16.6.1 Express IT shall cease to provide the Equipment and/or Services under the Agreement;

16.6.2 the Customer shall return any Equipment which has not been fully paid for, otherwise Express IT has the right to enter the Customer's premises to take possession of them;

16.6.3 any non-perpetual licence granted to the Customer (and subsequently granted by the Customer) shall automatically cease; and

16.6.4 the Customer shall pay to Express IT all amounts owing to Express IT under the Agreement, whether invoiced or not.

16.7 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination of the Agreement shall remain in full force and effect.

17. Force Majeure

17.1 Subject to Clause 15.2, neither Party shall have any Liability for any breach, hindrance or delay in performance of its obligations under the Agreement which is caused by an Event of Force Majeure, regardless of whether the circumstances in question could have been foreseen. An "**Event of Force Majeure**" means any cause outside of the Party's reasonable control, including act of God, actions or omissions of third parties (including hackers, suppliers, couriers, governments, quasi-governmental, supra-national or local authorities), insurrection, riot, civil war, civil commotion, war, hostilities, threat of war, warlike operations, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions, national emergencies, terrorism, nuclear, chemical or biological contamination or sonic boom, piracy, arrests, restraints or detentions of any competent authority, blockade, strikes or combinations or lock-out of workmen, epidemic, fire, explosion, storm, flood, drought, adverse weather conditions, loss at sea, earthquake, natural disaster, accident, collapse of building structures, failure of plant machinery or machinery or third party computers or third party hardware or vehicles, failure or problems with public utility supplies (including general: electrical, telecoms, water, gas, postal, courier, communications or Internet disruption or failure), shortage of or delay in or inability to obtain supplies, stocks, storage, materials, equipment or transportation.

17.2 Each Party agrees to inform the other Party upon becoming aware of an Event of Force Majeure, such information to contain details of the circumstances giving rise to the Event of Force Majeure.

- 17.3 The performance of each Party's obligations shall be suspended during the period that the circumstances persist and such Party shall be granted an extension of time for performance equal to the period of the delay.
- 17.4 Each Party shall bear its own costs incurred by the Event of Force Majeure.
- 17.5 If the performance of any obligations is delayed under Clause 17, each Party shall nevertheless accept performance as and when the other Party shall be able to perform.
- 17.6 If the breach, hindrance or delay caused by the Event of Force Majeure continues without a break for more than 1 (one) month, either Party may terminate the Agreement immediately by notice to the other Party, in which event neither Party shall have any Liability (subject to Clause 15.2) to the other Party by reason of such termination.
- 17.7 If Express IT have contracted to provide identical or similar services to more than one customer and Express IT are prevented from fully meeting its obligations to the Customer due to an Event of Force Majeure, Express IT may decide at its absolute discretion which contracts Express IT will perform and to what extent.

18. Notices

- 18.1 Any notice given to either Party under or in connection with the Agreement shall be in writing, addressed to the relevant Party at its registered office or such other address as that Party may have specified to the other Party in writing, and shall be delivered personally, sent by pre-paid first-class post, recorded delivery, commercial courier or by email.
- 18.2 A notice shall be deemed to have been received: if delivered personally, when left at the address referred to in Clause 18.1; if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; and if sent by email, at the time of transmission (provided that a receipt of non-delivery was not received by the sender).
- 18.3 The provisions of this Clause 18 shall not apply to the service of any proceedings or other documents in any legal action.

19. Assignment

The Customer may not assign, transfer, charge or otherwise encumber, create any trust over, or deal in any manner with, the Agreement or any right, benefit or interest under it, nor transfer, novate or sub-contract any of its obligations under it, without Express IT's prior written consent (such consent not to be unreasonably withheld or delayed).

20. Severance

- 20.1 If any court or competent authority finds that any provision of the Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Agreement shall not be affected.
- 20.2 If any invalid, unenforceable or illegal provision of the Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

21. Waiver and remedies

- 21.1 A waiver of any right or remedy under the Agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a Party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 21.2 Except as expressly provided in the Agreement, the rights and remedies provided under the Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

22. Third party rights

A person who is not a Party shall not have any rights under or in connection with the Agreement.

23. Change Control

- 23.1 In the event that Express IT or the Customer need to change the Agreement, the Customer may at any time request, and Express IT may at any time recommend, such Change only in accordance with this Clause 23.

- 23.2 Until such time as a Change is made in accordance with this Clause 23, Express IT and the Customer shall, unless otherwise agreed in writing, continue to perform the Agreement in compliance with its terms prior to such Change.
- 23.3 Any discussions which may take place between Express IT and the Customer in connection with a request or recommendation before the authorisation of a resultant Change shall be without prejudice to the rights of either Party.
- 23.4 Discussion between Express IT and the Customer concerning a Change shall result in any one of the following:
- 23.4.1 no further action being taken; or
 - 23.4.2 a request to change the Agreement by the Customer; or
 - 23.4.3 a recommendation to change the Agreement by Express IT.
- 23.5 Where Express IT receive a written request for a Change from the Customer, Express IT shall, unless otherwise agreed between Express IT and the Customer, submit a draft Change Control Note to the Customer within 3 (three) weeks of the date of the request.
- 23.6 A recommendation of a Change by Express IT shall be submitted by Express IT directly to the Customer in the form of a draft Change Control Note. The Customer shall give a response to the draft Change Control Note within three weeks of receipt.
- 23.7 A "Change Control Note" means the written record of a Change agreed or to be agreed by Express IT and the Customer, and shall contain:
- 23.7.1 the title of the Change;
 - 23.7.2 the originator and date of the request or recommendation for the Change;
 - 23.7.3 the reason for the Change;
 - 23.7.4 full details of the Change, including any specifications;
 - 23.7.5 the impact on Fees, if any, of the Change;
 - 23.7.6 a timetable for implementation, together with any proposals for acceptance of the Change;
 - 23.7.7 a schedule of payments if appropriate;
 - 23.7.8 details of the likely impact, if any, of the Change on other aspects of the Agreement including:
 - (a) the timetable for the provision of the Change;
 - (b) the Personnel to be provided;
 - (c) the Fees; and
 - (d) other contractual issues;
 - 23.7.9 the date of expiry of validity of the Change Control Note; and
 - 23.7.10 provision for signature by Express IT and the Customer.
- 23.8 For each Change Control Note submitted to the Customer by Express IT, the Customer will, within the period of the validity of the Change Control Note:
- 23.8.1 allocate a sequential number to the Change Control Note; and
 - 23.8.2 evaluate the Change Control Note and, as appropriate:
 - (a) request further information; or
 - (b) arrange for two copies of the Change Control Note to be signed by or on behalf of the Customer and return one of the copies to Express IT; or
 - (c) notify Express IT of the rejection of the Change Control Note.
- 23.9 A Change Control Note signed by Express IT and the Customer shall constitute an amendment to the Agreement.
- 24. No partnership or agency**
- Nothing in the Agreement shall constitute a partnership or employment or agency relationship between the Parties.
- 25. Governing law and jurisdiction**
- 25.1 The 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.
- 25.2 The Parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that

arises out of or in connection with the Agreement or its subject matter or formation.