

Cloud Construct Ltd: Standard Terms and Conditions for the Supply Of Services

23rd March 2026

These are the terms and conditions of supply of Cloud Construct Ltd in relation to the provision of Software and Development Services ("**Terms and Conditions**"). These terms shall be deemed accepted by a Customer upon their placing an order which is then accepted by Cloud Construct Ltd:

1. DEFINITIONS

In this document the following words shall have the following meanings:

- 1.1. "**Acceptance Date**" means the date on which the Software is accepted by the Customer;
- 1.2. "**Acceptance Tests**" means the tests specified in the Project Proposal and/or such other tests as may be agreed in writing between the Customer and Cloud Construct Ltd for the purposes of confirming that the Software operates according to the functional requirements in the Project Proposal;
- 1.3. "**Additional Services**" means any additional services requested by the Customer to be provided by Cloud Construct Ltd as set out in the Project Proposal, or as otherwise agreed in writing by the parties;
- 1.4. "**Agreement**" means these Terms and Conditions together with the terms of any applicable Project Proposal;
- 1.5. "**Change Request**" means a request for a change to the Project, Project Proposal, Software or Project Plan or other of the Deliverables made by the Customer or by Cloud Construct Ltd;
- 1.6. "**Confidential Information**" shall include, but not necessarily be limited to, all information which is not publicly known regarding the business, finances, technology, trade secrets, and any other commercially sensitive information of either party regardless of its nature;
- 1.7. "**Customer**" means the organisation or person who purchases services from Cloud Construct Ltd under these Terms and Conditions;
- 1.8. "**Customer Data**" means any data belonging to the Customer, or to third parties and used by the Customer under permission, which is used in or created using the Software or otherwise stored in the hosting environment provided by or on behalf of Cloud Construct Ltd;
- 1.9. "**Data Protection Legislation**" means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (the "UK GDPR"), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018; the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended.
- 1.10. "**Deliverables**" means the software, documentation and services to be delivered by Cloud Construct Ltd to the Customer as set out in the Project Proposal.
- 1.11. "**Fees**" means the fees payable by the Customer for the provision of the Deliverables as set out in the Project Proposal, or which otherwise becomes payable pursuant to these Terms and Conditions;

- 1.12. **"Intellectual Property Rights"** means all copyright and other intellectual property rights, howsoever arising and in whatever media, whether or not registered, including (without limitation) patents, trademarks, service marks, trade names, registered design and any applications for the protection or registration of these rights and all renewals and extensions thereof throughout the world;
- 1.13. **"Live Operational Use"** means the use of the Software by the Customer;
- 1.14. **"Mis-use"** means use of the Software in a way for which it was not intended to be used according to the Project Proposal;
- 1.15. **"Project Proposal"** means the document issued by Cloud Construct Ltd describing the services and Deliverables to be provided by Cloud Construct Ltd, including a Project Plan, details of the Software, a Payment Schedule, details of any Specified Equipment, setting out the Fees payable by the Customer, and the time for their payment;
- 1.16. **"Project Plan"** means the timing and sequence of events agreed between the Customer and Cloud Construct Ltd for the performance of this Agreement, as set out in the Project Proposal;
- 1.17. **"Payment Schedule"** means the schedule of payments set out in the Project Proposal;
- 1.18. **"Planned Acceptance Date"** means the date specified in the Project Plan on which the Software is intended to be accepted by the Customer;
- 1.19. **"Project"** means the services agreed to be provided by Cloud Construct Ltd to the Customer under these Terms and Conditions;;
- 1.20. **"Software"** means the source programs, compiled object code of the software, scripts and installation programs being developed or customised by Cloud Construct Ltd for the Customer, as set out in the Project Proposal, including any enhancements and modifications made;
- 1.21. **"Specified Equipment"** means the configuration of computer or computers, including operating systems, on which the Software is to function as set out in the Project Proposal;
- 1.22. **"Standard Working Hours"** means the hours of 9.00am to 5.00pm UK time Monday through to Friday excluding UK Bank Holidays;
- 1.23. **"Support Fee"** means a fee charged for provision of a Support Plan;
- 1.24. **"Support Plan"** means support and/or maintenance services provided by Cloud Construct Ltd to the Customer, as detailed in the Project Proposal or as otherwise set out in a separate document issued to the Customer;
- 1.25. **"System"** means collectively the Specified Equipment and the Software;
- 1.26. **"Warranty Period"** means the period of twelve calendar months immediately following the Acceptance Date;

2. GENERAL

- 2.1. These Terms and Conditions shall apply to all Agreements with the Customer, to the exclusion of all other terms and conditions (unless agreed to in writing).
- 2.2. Before the commencement of the services Cloud Construct Ltd shall submit to the Customer a Project Proposal. The Customer shall notify Cloud Construct Ltd immediately if the Customer does not agree with the contents of the Project Proposal.

- 2.3. The Customer will confirm acceptance of the Project Proposal and these Terms and Conditions in writing, or by its instruction (however given) to Cloud Construct Ltd to proceed.
- 2.4. Cloud Construct Ltd shall use its reasonable endeavours to complete the services within any estimated time frames but time shall not be of the essence in the performance of any services.

3. THE PROJECT

- 3.1. Cloud Construct Ltd shall create and provide the Software and other Deliverables as detailed in the Project Proposal, in accordance with these Terms and Conditions.
- 3.2. Cloud Construct Ltd shall provide to the Customer the Deliverables when requested by the Customer subject to full payment having been received by Cloud Construct Ltd for the Deliverables or part of the Deliverables being provided.
- 3.3. Unless explicitly itemised in the Project Proposal Cloud Construct Ltd shall not be responsible for the provision of any other services including without limitation hardware and software installation, systems integration, data conversion, data import and training. Cloud Construct Ltd can provide these services by way of Additional Services and on payment of the relevant Fees.
- 3.4. For the avoidance of doubt, Cloud Construct Ltd shall not be responsible under any circumstances for backup and archiving of the Software or of any data used by the Software on computer equipment belonging to the Customer or the Customer's appointed computer hosting supplier.

4. THE CUSTOMER'S OBLIGATIONS

- 4.1. The Customer shall:
 - 4.1.1. make available to Cloud Construct Ltd, free of charge, such computer facilities and resources, (including but not limited to unhindered access to the Specified Equipment including remotely for access at Cloud Construct Ltd's premises), power and computer consumables and office and administrative resources as are reasonably necessary to enable Cloud Construct Ltd to carry out its obligations under this Agreement;
 - 4.1.2. make available suitably qualified employees as may be required for Cloud Construct Ltd to carry out its obligations under this Agreement and ensure that its employees and other independent contractors co-operate reasonably with Cloud Construct Ltd and its employees in carrying out the Project;
 - 4.1.3. promptly furnish Cloud Construct Ltd with such information and documents as it may reasonably request for the proper performance of its obligations under this Agreement;
 - 4.1.4. ensure that its representative is available as reasonably required by Cloud Construct Ltd; and
 - 4.1.5. use best endeavours to cooperate with and assist Cloud Construct Ltd to such extent as Cloud Construct Ltd may reasonably require to perform Cloud Construct Ltd's obligations under this Agreement.

- 4.2. Cloud Construct Ltd reserves the right to initiate a Change Request if the Project is delayed by the failure of the Customer to carry out its obligations under this Agreement or if the Project is delayed by the acts or omissions of an employee, agent or third party supplier of the Customer or if the Project is delayed by circumstances beyond the reasonable control of Cloud Construct Ltd.
- 4.3. The Customer acknowledges that computer software inherently contains from time to time defects, faults and difficulties however well developed and supported and the acceptance of the Software and Deliverables under this Agreement shall not be unreasonably withheld or refused by the Customer due to minor faults in the Software.

5. CHANGE CONTROL

- 5.1. If either party identifies a requirement for a change to the Project Proposal, a Change Request can be made by that party to the other party detailing the change requirements.
- 5.2. If a Change Request is made by Cloud Construct Ltd, Cloud Construct Ltd will explain and confirm in writing any corresponding change to the Fees or the Project Plan.
- 5.3. If a Change Request is made by the Customer, on receipt of the Change Request Cloud Construct Ltd will respond in writing to confirm the effect such a change shall have on the Project Proposal and the Fees.
- 5.4. If Cloud Construct Ltd in its sole discretion deems that more than one working hour is required to investigate and estimate a Change Request initiated by the Customer then Cloud Construct Ltd reserves the right to charge a Fee for the investigation work for the Customer's approval before commencing investigation work.
- 5.5. If a Change Request is agreed, the change shall then be deemed to form part of the Project Proposal and Fees for the purpose of the meaning of these terms in the Agreement.

6. ACCEPTANCE TESTS

- 6.1. It shall be the sole responsibility of the Customer to execute the Acceptance Tests. Cloud Construct Ltd shall assist the Customer in the completion of the Acceptance Tests, and will determine (in their sole discretion acting reasonably) whether the Acceptance Tests have been passed.
- 6.2. The Software will immediately be accepted by the Customer after the Software has passed the Acceptance Tests.
- 6.3. If the Software fails to pass the Acceptance Tests, repeat tests shall be carried out without delay following the release of corrected Software by Cloud Construct Ltd until the Software passes the Acceptance Tests.
- 6.4. If at any time the Customer or any of its appointed agents, contractors or customers under its authority shall commence Live Operational Use of the whole or any part of the Software then the Customer shall be deemed to have accepted the Software and the Deliverables in their entirety.
- 6.5. If at any time the Customer shall distribute all or any part of the Software for commercial use by any of its staff, appointed agents, contractors or

customers then the Customer shall be deemed to have accepted the Software and Deliverables in their entirety.

- 6.6. If following one month after the delivery of the Software, there are no unresolved fault reports logged by the Customer with Cloud Construct Ltd that evidence that the Software does not pass the Acceptance Tests then the Customer shall be deemed to have accepted the Software and the Deliverables in their entirety.
- 6.7. It shall be the responsibility of the Customer to create suitable Acceptance Test scripts that accurately reflect the Project Proposal and to provide suitable data for the Acceptance Tests. The scripts and data must be made available to Cloud Construct Ltd not less than one month prior to the expected commencement date of Acceptance Tests according to the Project Plan.

7. REPRESENTATIVES AND PROGRESS MEETINGS

- 7.1. Each party shall nominate in writing upon the signing of this Agreement, the person who shall act as its representative for the purposes of this Agreement and who shall be responsible for providing any information which may be required by the other party to perform its obligations under this Agreement.
- 7.2. The parties shall procure that their respective representatives shall meet by physical meeting or conference telephone call, as agreed, at least once a month (or as otherwise may be agreed) between the date of this Agreement and the Planned Acceptance Date to discuss and minute the progress of the Project.
- 7.3. The representative of Cloud Construct Ltd shall maintain a log of issues, risks and actions that affect the Project. The representative of the Customer shall exercise due diligence and act in good faith in cooperatively assisting the representative of Cloud Construct Ltd to mitigate risks, resolve issues and complete actions in a timely fashion.

8. SUPPORT

- 8.1. Unless the Customer has paid for a Support Plan, the support provided by Cloud Construct Ltd will be made available to the Customer when a customer support staff member becomes available (and at busy times that may not be same day). Further, a Fee will be payable for the time spent by Cloud Construct Ltd in providing such support services.
- 8.2. On payment of the Support Fee, Cloud Construct Ltd shall provide the Customer with a Support Plan commencing on the date set out in the Support Plan for one year and renewable thereafter:
 - 8.2.1. Help Desk: Cloud Construct Ltd shall provide the Customer with reasonable help desk assistance regarding the installation and use of the Software, and the identification and diagnosis of faults. Cloud Construct Ltd shall attempt to resolve any support questions posed by the Customer.
 - 8.2.2. Error Corrections: correction of critical errors or assistance to overcome specific software problems. Cloud Construct Ltd may, in its sole discretion, correct errors by providing a patch or by releasing a new version of software.

- 8.3. The Customer shall supply in writing to Cloud Construct Ltd a detailed description of any fault requiring support and the circumstances in which it arose, and shall submit sufficient material and information as requested by Cloud Construct Ltd including screenshots and log files to enable Cloud Construct Ltd's support staff to duplicate the problem and shall allow Cloud Construct Ltd sufficient access to the Customer's systems to enable diagnosis of the fault.
- 8.4. The response period as indicated by "Response Time" in clause 8.5 shall commence when all material and information related to the fault requested by Cloud Construct Ltd has been provided to Cloud Construct Ltd.
- 8.5. Cloud Construct Ltd shall use reasonable commercial efforts to communicate with the Customer, by telephone or e-mail within the following targeted response times, regarding faults that the Customer reports to Cloud Construct Ltd during the specified support hours below; for the purposes of this Agreement, a "response" means Cloud Construct Ltd's acknowledgment of a fault, and does not necessarily mean that a resolution will be achieved.

Description	Severity Failure	Estimated Service Response Time (weekdays 09:00 - 17:00 excluding bank holidays)
1 System Failed	Multiple users not able to access the system to perform normal work.	4 working hours
2 System Malfunction	The system is still considered operational with some functionality disabled.	4 working hours
3 Operation impaired	System operation is impaired, slow running or prints not being produced. Core functionality is operational.	24 hours
4 Data Issues	System operates normally but incorrect data items or an individual user not able to access the system etc.	2-5 working days
5 Cosmetic Issues	Cosmetic error, e.g. spelling mistake, screen layout inconsistency. User enhancement request.	2-5 working days

- 8.6. Cloud Construct Ltd shall provide best endeavours to calls and progress calls during Standard Working Hours or during the Response Window Hours defined above.
- 8.7. Where possible, Cloud Construct Ltd's response to a fault report shall include an estimate of how long a problem may take to resolve. Cloud Construct Ltd shall provide best endeavours to keep the Customer informed of the progress of problem resolution. Where possible this shall be not more than every two hours for Severity 1 and 2 calls.

- 8.8. All support shall be provided by electronic or other remote communication methods. Cloud Construct Ltd shall not provide on-site support under the Support Plan, but can do so upon payment of a further Fee.
- 8.9. Cloud Construct Ltd shall be under no obligation to provide Support Services in respect of:
 - 8.9.1. problems resulting from any modifications or customisation of the Software not authorised in writing by Cloud Construct Ltd. For the avoidance of doubt, modifications to the Software shall include but not be limited to changes to the logical or physical database schema of the Software, changes to the computer hardware configuration, and hand-modified changes to the data within the database;
 - 8.9.2. any software other than the Software;
 - 8.9.3. incorrect or unauthorised use of the Software or Misuse of the Software or operator error;
 - 8.9.4. any fault in the customers own Specified Equipment or any other computer or network hardware;
 - 8.9.5. any programs or software used in conjunction with the Software which have not been supplied by Cloud Construct Ltd;
 - 8.9.6. use of the elements of the Software in any combination other than those specified in any operating instructions supplied by Cloud Construct Ltd;
 - 8.9.7. use of the Software with computer hardware, operating systems or other supporting software other than the Specified Equipment; and
 - 8.9.8. the Customer's failure to install and use any new release of the Software within 30 days of its receipt from Cloud Construct Ltd.
- 8.10. Any time spent by Cloud Construct Ltd investigating any fault pursuant to the circumstances described in clause 8.9 shall be chargeable at Cloud Construct Ltd's then current rates. Cloud Construct Ltd shall invoice such charges at its discretion and such shall be paid within 30 days of the date of said invoice.
- 8.11. Cloud Construct Ltd reserves the right to discontinue the Support Services for any prior version of the Software if a superseding version has been available to the Customer.
- 8.12. Cloud Construct Ltd shall not be obliged to make modifications or provide Support in relation to the Customer's computer hardware, operating system software, third party software or any data feeds or external data.
- 8.13. The Customer shall:
 - 8.13.1. operate the Software, maintain data and the database in accordance with all instructions issued by Cloud Construct Ltd;
 - 8.13.2. by arrangement, grant access to premises and/or systems at all times for support;
 - 8.13.3. make hardware accessible to Cloud Construct Ltd's support staff and, when required, enable logins or passwords with suitable access permissions required for such support staff;
 - 8.13.4. permit Cloud Construct Ltd to install the current version of the Software from time to time when upgrades or fixes occur;
 - 8.13.5. provide notice of intention to change hardware or operating system or data-feeds. If any of these changes have a major effect on the

Software then Cloud Construct Ltd reserves the right to increase its charges.

- 8.14. The Support Plan can be terminated by Cloud Construct Ltd, with no refund payable to the Customer, if the Customer does not comply with clause 8.13.
- 8.15. The Customer shall pay to Cloud Construct Ltd the Support Fee in the sums and at the times confirmed to the Customer in writing.
- 8.16. The Customer may renew the Support Plan by confirming in writing to Cloud Construct Ltd before the end of the Support Plan period.
- 8.17. The Support Plan may be cancelled by the Customer at any time during the supported year but no refund of the Support Fee or part thereof shall be payable to the Customer.
- 8.18. Cloud Construct Ltd may increase the Support Fee for any annual renewal of the support by providing not less than 30 days notice in writing to the Customer before the anniversary of support renewal.

9. WARRANTY

- 9.1. Cloud Construct Ltd warrants that the Software shall perform substantially in accordance with the Project Proposal on the Specified Equipment, minor interruptions and errors excluded;
- 9.2. Cloud Construct Ltd shall not be liable under clause 9.1 if a failure to meet the warranties set out in it is caused by:
 - 1. computer equipment or computer software, other than the Software delivered by Cloud Construct Ltd; or
 - 2. modifications or customisation made by or on behalf of the Customer to the Software, without the authorisation of Cloud Construct Ltd; or
 - 3. Misuse use of the Software;
 - 4. A failure by the Customer to comply with any of its obligations under this Agreement; or
 - 5. circumstances beyond the control of Cloud Construct Ltd including those described in clause 26.
- 9.3. If Cloud Construct Ltd receives a written notice from the Customer identifying a breach of the warranty set out in clause 9.1, or otherwise becomes aware of its failure to comply with the warranty set out in clause 9.1, then Cloud Construct Ltd shall, at its own expense, promptly remedy such breach or failure provided that Cloud Construct Ltd shall have no liability or obligations under the warranties unless it shall have received written notice of the defect or error within the Warranty Period.

10. LICENCE AND OWNERSHIP

- 10.1. On payment in full of the Fees, Cloud Construct Ltd grants to the Customer a non-exclusive, perpetual, non-transferable right for the Software and Deliverables to be used by the staff, customers and/or contractors of the Customer as defined in the Project Proposal ("**Licence**"). The Customer may not disclose or make available for use the Software or any of the Deliverables to any entity other than the staff, customers and/or contractors of the Customer as defined in the Project Proposal who have agreed to these terms.
- 10.2. The Licence may not be transferred from the Customer to any other company entity, individual, partnership, including any company entity, individual or

partnership that may gain ownership or part-ownership of the Customer or the business or assets of the Customer at a future date.

- 10.3. Unless otherwise agreed to by Cloud Construct Ltd in writing, the ownership of the Intellectual Property Rights in the Software including the source code, object code, methods, algorithms and programming logic shall be and remain vested in Cloud Construct Ltd.
- 10.4. Source code, object code, methods, algorithms and programming logic shall pass to Peter Barfield in the event that Cloud Construct Ltd ceases trading.

11. INTELLECTUAL PROPERTY

- 11.1. Subject to Clauses 10.4 and 11.2, where otherwise confirmed in writing by Cloud Construct Ltd, all Intellectual Property Rights subsisting in the Software, and Deliverables, including any supporting software and documentation are the property of Cloud Construct Ltd.
- 11.2. Where expressly indicated, the Intellectual Property Rights subsisting in certain supporting software, third party owned applications and documentation may be the property of named third parties.
- 11.3. The Customer shall not either during the term or after the expiry of this Agreement permit or cause to occur any infringement of any Intellectual Property Rights covered by this Clause 11. Use by the Customer and its employees of the Software and Deliverables shall be only within the terms of this Agreement.
- 11.4. The Customer shall not, in the absence of Cloud Construct Ltd's written consent, reproduce, adapt, translate, reverse-engineer, or make available to any third party any of the Software, third party applications, or any part of the hosting environment which may be part of the Software, or any other material associated with this Agreement where such activity goes beyond the scope of actions permitted by the terms and conditions of this Agreement.
- 11.5. Where the Customer either suspects or is aware of any breach of Intellectual Property Rights covered by this Clause 11 it shall be under a duty to inform Cloud Construct Ltd of such breach immediately.

12. FEES, CHARGES AND EXPENSES

- 12.1. In consideration of Cloud Construct Ltd carrying out the Project, the Customer shall pay to Cloud Construct Ltd the Fees which shall be invoiced to the Customer as set out in the Project Proposal and subject to the terms set out in clause 13.
- 12.2. In consideration of the provision of any Additional Services, the Customer shall pay to Cloud Construct Ltd the Fees invoiced by Cloud Construct Ltd to the Customer for such services.
- 12.3. Except as otherwise agreed in writing, the Customer shall pay to Cloud Construct Ltd all reasonable travelling, accommodation and other reasonable out-of-pocket expenses incurred by Cloud Construct Ltd staff in the course of the Project with car mileage charged at the rate of 40 pence per mile.

13. TERMS OF PAYMENT

- 13.1. Unless otherwise confirmed in the Project Proposal, or elsewhere in writing by Cloud Construct Ltd, payment of the Fees and all sums due by the Customer

to Cloud Construct Ltd shall be made within 30 days of the receipt of an invoice from Cloud Construct Ltd. All payments under this Agreement shall be made in Pounds Sterling.

- 13.2. With effect from the beginning of each twelve month period commencing on the Acceptance Date, Cloud Construct Ltd may, at its sole discretion, increase the Fees charged during the previous twelve month period.
- 13.3. All monetary amounts stated within this Agreement are exclusive of VAT, which shall be payable by the Customer at the rate and in the same manner for the time being prescribed by law against submission of a valid tax invoice.
- 13.4. Without prejudice to any other right reserved by Cloud Construct Ltd in this Agreement, if any sum payable under this Agreement is in arrears for more than fourteen (14) days from the due date of payment then Cloud Construct Ltd shall be entitled to charge administration costs, and interest on a day-to-day basis on any such arrears as from the invoice date at the rate permitted from time to time under the provisions of the Late Payment of Commercial Debts (Interest) Act 1998.

14. CUSTOMER DATA

- 14.1. Subject to sub-Clause 14.2 and clause 20 (relating to personal data under the Data Protection Legislation, all Intellectual Property Rights subsisting in data used by Cloud Construct Ltd and provided by the Customer are and shall remain the property of the Customer.
- 14.2. Certain Customer Data may belong to third parties. In such cases, the Customer warrants that all such Customer Data is used with the consent of relevant third parties.
- 14.3. The Parties hereby agree that they both comply with all applicable data protection requirements set out in the Data Protection Legislation.
- 14.4. The Customer shall ensure that it has in place all necessary consents and notices required to enable the lawful transfer of any personal data (to include Customer Data) to Cloud Construct Ltd for purposes relating to the Project.

15. LIABILITY

- 15.1. Cloud Construct Ltd shall not be liable to the Customer for:
 - 15.1.1. any indirect or consequential loss the Customer may suffer even if such loss is reasonably foreseeable or if Cloud Construct Ltd has been advised of the possibility of the Customer incurring it; and
 - 15.1.2. any downtime of the hosting infrastructure or any third party applications, whether caused by the acts or omissions of telecommunication services or for faults in or failures of their networks and equipment, or generally.
- 15.2. Cloud Construct Ltd's entire liability to the Customer in respect of any breach of its contractual obligations, any breach of warranty, any representation, statement or tortious act or omission including negligence arising under or in connection with this Agreement shall be limited to the total Fees paid by the Customer under this Agreement.
- 15.3. Notwithstanding any other provision in this Agreement, Cloud Construct Ltd's

liability to the Customer for death or injury resulting from Cloud Construct's own negligence or that of their employees, agents or sub-contractors shall not be limited.

16. INDEMNITY

- 16.1. The Customer will fully indemnify Cloud Construct Ltd against all costs, expenses, liabilities, losses, damages and judgments that Cloud Construct Ltd may incur or be subject to as a result of any of the following:
 - 16.1.1. the Customer's Misuse of the Software, hosting infrastructure or any other element of the Services;
 - 16.1.2. the Customer's breach of this Agreement; or
 - 16.1.3. the Customer's negligence or other act of default in relation to its obligations under this Agreement.
- 16.2. Cloud Construct Ltd shall be under no obligation to indemnify the Customer against any costs, expenses, liabilities, losses, damages and judgments that the Customer may incur or be subject to arising out of any matter covered by this Agreement. Its entire liability to the Customer is as set out in clause 15.2.

17. TERMINATION

- 17.1. This Agreement shall continue until completion of the Project unless either party gives to the other not less than 30 days' prior written notice of termination or unless the Agreement is terminated in accordance with any of the provisions of this clause 17 or any other clause of this Agreement.
- 17.2. Cloud Construct Ltd shall be entitled to terminate this Agreement forthwith at any time by written notice to the Customer if:
 - 17.2.1. the Customer commits a breach of any of the terms of this Agreement (and if the breach is capable of remedy) fails to remedy the breach within 30 days after receipt of notice in writing to do so; or
 - 17.2.2. the Customer becomes subject to an administration order; a receiver or administrative receiver or similar is appointed over, or an encumbrancer takes possession of any of the Customer's property or assets;
 - 17.2.3. the Customer enters into an arrangement or composition with its creditors, ceases or threatens to cease to carry on business, becomes insolvent, or ceases to be able to pay its debts as they fall due.
- 17.3. Upon payment of all sums due to be paid by the Customer to Cloud Construct Ltd, Cloud Construct Ltd shall return to the Customer any materials and documentation and any Confidential Information belonging to the Customer and all copies of the whole or any part thereof or, if requested by the Customer, shall destroy the same and certify in writing to the Customer that it has been destroyed.
- 17.4. Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

- 17.5. In the event of termination of this Agreement Cloud Construct Ltd shall compute (acting reasonably) a Project completion percentage by comparing completed tasks with tasks on the Project plan. The Customer shall then pay to Cloud Construct Ltd the same percentage of the Fees. Cloud Construct Ltd shall evidence completed tasks to the Customer by demonstrating working functionality or source code.

18. CONFIDENTIALITY

- 18.1. Both during this Agreement and after its termination, the parties shall treat as confidential (and shall procure that its personnel and each of them treat as confidential) and shall not (and shall procure that their personnel and each of them does not) other than in the proper provision of the services required to fulfil the Project, use or disclose to any person, firm or company, any Confidential Information belonging to the other party or its Customers, suppliers or customers, nor permit its use or disclosure.
- 18.2. The provisions of clause 18.1 shall not apply where Confidential Information is divulged to:
- 18.2.1. either party's own employees and then only to those employees who need to know the same;
 - 18.2.2. either party's auditors, an officer of HM Customs and Excise, a court of competent jurisdiction, governmental body or applicable regulatory authority and any other persons or bodies having a right, duty or obligation to know the business of the other party and then only in pursuance of such right, duty or obligation.
- 18.3. Both parties undertake to ensure that persons and bodies referred to in clause 18.2 are made aware before the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the other party.
- 18.4. Each party to this Agreement shall promptly notify the other party if it becomes aware of any breach of confidence by any person to whom it divulges all or any part of the Confidential Information and shall give the other party all reasonable assistance in connection with any proceedings which the other party may institute against such person for breach of confidence.
- 18.5. The provisions of this clause shall survive the termination of this Agreement but the restrictions contained in clause 18.1 shall cease to apply to any information which may come into the public domain otherwise than through unauthorised disclosure.
- 18.6. Nothing in this clause 18 shall prevent Cloud Construct Ltd from exploiting any inventions or software that it develops during the term of this Agreement.

19. NON-HIRING OF PERSONNEL

- 19.1. For the duration of this Agreement and for a period of twelve months thereafter neither Party shall employ or make an offer of employment to any employee of the other Party without the express permission in writing of the other Party. "Employ" means the engagement of such person as an employee, director, contractor or subcontractor directly or indirectly including via an employment agency or other company.

20. DATA PROTECTION

- 20.1. The parties undertake to comply with the provisions of the Data Protection Legislation and any related legislation in so far as the same relates to the provisions and obligations of this Agreement.
- 20.2. It is the sole responsibility of the Customer to ensure that the Software is not used in any way that infringes Data Protection Legislation at the time being. For the avoidance of doubt, Cloud Construct Ltd accepts no responsibility whatsoever for any such infringement or alleged Infringement.

21. INTERPRETATION

- 21.1. In this Agreement unless the context otherwise requires:
 - 21.1.1. words importing any gender include every gender;
 - 21.1.2. words importing the singular number include the plural number and vice versa;
 - 21.1.3. words importing persons include firms, companies and corporations and vice versa;
 - 21.1.4. references to numbered clauses and schedules are references to the relevant clause in or schedule to this Agreement;
 - 21.1.5. reference in any schedule to this Agreement to numbered paragraphs relate to the numbered paragraphs of that schedule;
 - 21.1.6. the headings to the clauses, schedules and paragraphs of this Agreement shall not affect the interpretation;
 - 21.1.7. any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or bye law made under that enactment;
 - 21.1.8. any obligation on any party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;
 - 21.1.9. any party who agrees to do something shall be deemed to fulfil that obligation if that party procures that it is done.
- 21.2. In the case of conflict or ambiguity between any provision contained in the body of this Agreement and any provision contained in any schedule, the provision in the body of this Agreement shall take precedence.

22. AGENCY, PARTNERSHIP

- 22.1. This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in this Agreement.
- 22.2. The Customer shall not be entitled to require Cloud Construct Ltd or its personnel to carry out any work other than as provided for by this Agreement.

23. AMENDMENTS

This Agreement may not be released, discharged, supplemented, interpreted, amended, varied or modified in any manner except by an instrument in writing signed by a duly authorised officer or representative of each of the parties.

24. ASSIGNMENT

- 24.1. This Agreement is personal to the parties and, subject to clause 24.2 below, neither this Agreement nor any rights, licences or obligations under it may be assigned by either party without the prior written approval of the other party.
- 24.2. Notwithstanding the foregoing, either party may assign this Agreement to any acquirer of all or of substantially all of such party's equity securities, assets or business relating to the subject matter of this Agreement or to any entity controlled by, that controls, or is under common control with a party to this Agreement. Any attempted assignment in violation of this clause shall be void and without effect.

25. ENTIRE AGREEMENT

This Agreement supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to the subject matter of this Agreement. However the obligations of the parties under any pre-existing non-disclosure agreement shall remain in full force and effect in so far as there is no conflict between the same. The parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement.

26. FORCE MAJEURE

Neither Party shall be liable for any delay in meeting, or failure to meet, its obligations under this Agreement due to any cause outside its reasonable control including (without limitation) acts of God, war, riot, malicious acts of damage, fire, acts of any government authority, failure of the public electricity supply, strike, pandemic or epidemic, lock-out or labour dispute or apprehension thereof (whether or not the settlement of the matter is at the discretion of the Party in question).

27. NOTICES

- 27.1. All notices under this Agreement shall be in writing.
- 27.2. Notices shall be deemed to have been duly given:
- 27.2.1. when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or
 - 27.2.2. when sent, if transmitted by e-mail and a transmission report or return receipt indicating failure of transmission is not generated; or
 - 27.2.3. on the fifth business day following mailing, if mailed by Royal Mail; or
 - 27.2.4. on the tenth business day following mailing, if mailed by airmail, postage prepaid, in each case addressed to the most recent address, e-mail address, or facsimile number notified to the other party.

28. SEVERANCE

If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

29. SUCCESSORS AND ASSIGNEES

29.1. This agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assignees, and references to a Party in this Agreement shall include its successors and permitted assignees.

29.2. In this Agreement references to a Party include references to a person:

29.2.1. who for the time being is entitled (by assignment, novation or otherwise) to that party's rights under this Agreement (or any interest in those rights); or

29.2.2. who, as administrator, liquidator or otherwise, is entitled to exercise those rights, and in particular those references include a person to whom those rights (or any interest in those rights) are transferred or pass as a result of a merger, division, reconstruction or other reorganisation involving that party. For this purpose, references to a Party's rights under this Agreement include any similar rights to which another person becomes entitled as a result of a novation of this Agreement.

30. WAIVER

No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of this Agreement shall either be or be deemed to be a waiver or in any way prejudice any right of that party under this Agreement. No right, power or remedy in this Agreement conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party.

31. COUNTERPARTS

This Agreement may be executed in any number of counterparts or duplicates, each of which shall be an original, and such counterparts or duplicates shall together constitute one and the same agreement.

32. SUB-CONTRACTING

Cloud Construct Ltd may perform any or all of its obligations under this Agreement by the use of agents or sub-contractors, provided that Cloud Construct Ltd shall remain liable for such performance and shall indemnify the Customer against any loss or damage suffered by the Customer arising from any act or omission of such agents or sub-contractors.

33. LANGUAGE

This Agreement is made only in the English language. If there is any conflict in the meaning between the English language version of this Agreement and any version or translation of it in any other language, the English language version shall prevail.

34. LAW AND JURISDICTION

34.1. This agreement shall be governed by the laws of England and Wales.

34.2. Any dispute between the Parties relating to this agreement shall fall within the jurisdiction of the courts of England and Wales.

