

WhatsUp? Tech Ltd

Terms and Conditions

1. Definitions

1.1 In these Terms and Conditions:

"Affiliate" means an entity that Controls, is Controlled by, or is under common Control with the relevant entity;

"App User" means an individual user of the Mobile App authorised by the Customer to access the Hosted Services under the Agreement;

"Business Day" means any weekday other than a bank or public holiday in England;

"Business Hours" means between 09:00 and 16:00 GMT/BST on a Business Day;

"Charges" means those charges specified in the Order Form (subject to any variations made in accordance with the Contract), which shall be payable by the Customer to WTL under the Contract;

"Confidential Information" means the Customer Confidential Information and the WTL Confidential Information;

"Contract" means a contract between WTL and the Customer relating to the supply of Services and incorporating these Terms and Conditions, including any amendments to that contract from time to time;

"Control" means the legal power to control (directly or indirectly) the management of an entity (and "Controlled" shall be construed accordingly);

"Customer" the person (natural or legal) specified as such in the Order Form;

"Customer Confidential Information" means:

(a) any information disclosed (whether disclosed in writing, orally or otherwise) by the Customer to WTL during the Term that at the time of disclosure: (i) was marked as "confidential"; (ii) was described as "confidential"; or (iii) should have been understood by WTL to be confidential;

(b) the Customer Data and the Customer Personal Data;

"Customer Data" means all data, works and materials: uploaded to or stored on the Platform by the Customer or any App User;

transmitted by the Platform at the instigation of the Customer or any App User; or supplied by the Customer to WTL for uploading to, transmission by or storage on the Platform or any App User;

"Customer Personal Data" means any Personal Data that is processed by WTL on behalf of the Customer in relation to the Contract;

"Data Protection Laws" means all applicable laws relating to the processing of Personal Data including, for the period during which it is in force and applicable to the Customer Personal Data, the General Data Protection Regulation (Regulation (EU) 2016/679);

"Effective Date" means the date specified as such in the Order Form, or if no date is specified as such in the Order Form, the date of execution of the Contract;

"Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, denial of service attacks, hacker attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

"Hosted Services" means the hosted service provided by WTL and known as the *Safeguarding and Wellbeing Administration System* or *SWAS*, which connects to the Mobile App and may be used via the internet by means of the *SWAS Admin Console*;

"Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

"Maintenance Services" means the general maintenance of the Platform and Hosted Services, and the application of updates and upgrades to the Platform;

"Material Defect" means a defect, error or bug in the Platform having a serious adverse effect on the functionality or performance of the Hosted Services, but excluding any defect, error or bug caused by or arising as a result of:

- (a) any act or omission of the Customer or the Customer or any person authorised by the Customer or the Customer to use the Platform or Hosted Services;
- (b) a failure of the Customer or the Customer to perform or observe any of its obligations in or under the Contract; and/or
- (c) an incompatibility between the Platform or Hosted Services and any other system, network, application, program, hardware or software not specified as compatible by WTL in writing;

"Minimum Term" means the period specified in the Order Form following the Effective Date;

"Mobile App" means the mobile application known as *WhatsUp? App* that is made available by WTL through the *Google Play Store* and the *Apple App Store*;

"Order Form" means the form signed or otherwise agreed by or on behalf of each of the parties specifying the particulars of the Contract;

"Personal Data" has the meaning given to it in the Data Protection Laws;

"Platform" means the platform managed by WTL and used by WTL to provide the Hosted Services, including the application and database software for the Hosted Services, the system and server software used to provide the Hosted Services, and the computer hardware on which that application, database, system and server software is installed;

"Services" means the Hosted Services, Support Services and Maintenance Services to be provided by WTL under the Contract (excluding for the avoidance of doubt any Third Party Services);

"Set Up Services" means any configuration, implementation and integration of the Hosted Services that the parties agree in writing shall be supplied by WTL to the Customer with respect to the Customer;

"Support Services" means:

- (a) support in relation to the identification and resolution of errors in the Hosted Services and Mobile App (subject to the limitations in Clause 5); and
- (b) where the parties have agreed so in writing, the provision of training with respect to the Hosted Services and Mobile App

(providing that such training will be subject to the payment of additional Charges);

"Term" means the term of the Contract, commencing in accordance with Clause 2.1 and ending in accordance with Clause 2.2;

"Terms and Conditions" means these terms and conditions;

"Third Party Services" means any hosted or cloud services provided by any third party that may transmit data to and/or from the Hosted Services;

"Trial Period" means the time period given to assess the Hosted Services, as specified in the Services Order Form;

"WTL" means WhatsUp? Tech Ltd, a company incorporated in England and Wales (registration number 09695911) having its registered office at 115 London Road, Temple Ewell, Dover, Kent, CT16 3BY ("WTL"); and

"WTL Confidential Information" means:

- (a) any information disclosed (whether disclosed in writing, orally or otherwise) by WTL to the Customer during the Term that at the time of disclosure: (i) was marked as "confidential"; (ii) was described by WTL as "confidential"; or (iii) should have been understood by the Customer to be confidential;
- (b) the financial terms and conditions of the Contract; and
- (c) any roadmap for the development of the Mobile App and/or the Hosted Services made available by WTL to the Customer in connection with the Contract.

2. Term

2.1 The Contract shall come into force upon the Effective Date.

2.2 The Contract shall continue in force indefinitely, subject to termination in accordance with Clause 15.

3. Set Up Services

3.1 WTL shall provide the Set Up Services to the Customer.

3.2 WTL shall use reasonable endeavours to ensure that the Set Up Services are provided and completed within the period of 5 Business Days following the Effective Date.

3.3 The Customer acknowledges that a delay in the Customer performing its obligations in the Contract may result in a delay in the

performance of the Set Up Services; and subject to Clause 14.1, WTL will not be liable to the Customer in respect of any failure to meet the Set Up Services timetable to the extent that that failure arises out of such a delay.

- 3.4 Subject to any written agreement of the parties to the contrary, any Intellectual Property Rights that may arise out of the performance of the Set Up Services by WTL shall be the exclusive property of WTL.

4. Hosted Services

- 4.1 WTL shall create an administrator account for the Customer to access the Hosted Services, and shall provide to the Customer login details for that account promptly following the completion of the Set Up Services. The Customer shall be responsible for authorising App Users to access the Hosted Services either by means of pre-authorised domain access or using the administrator account, subject to Clause 4.3.
- 4.2 WTL hereby grants to the Customer a worldwide, non-exclusive licence to use the Hosted Services by means of the Mobile App or a supported web browser for the internal organisational purposes of the Customer during the Term.
- 4.3 The licence granted by WTL to the Customer under Clause 4.2 is subject to the following limitations:
- (a) the Hosted Services may only be used by the officers, employees, agents and subcontractors of either the Customer or an Affiliate of the Customer (providing that App Users may use the Hosted Services by means of the Mobile App); and
 - (b) if the number of App Users exceeds the permitted number agreed in writing by the parties, WTL may charge the Customer with respect to the excess App Users at the rate specified in the Order Form; WTL shall notify the Customer if the relevant number of App Users comes within 10% of the permitted number.
- 4.4 Except to the extent expressly permitted in these Terms and Conditions or required by law on a non-excludable basis, the licence granted by WTL to the Customer under Clause 4.2 is subject to the following prohibitions:
- (a) the rights to access and use the Hosted Services must not be sub-licensed;
 - (b) no unauthorised person shall be permitted to access or use the Hosted Services;

- (c) the Hosted Services must not be used to provide services to third parties other than App Users;
 - (d) the content and material from the Hosted Services must not be republished or redistributed; and
 - (e) the Platform software or configuration must not be altered in any way.
- 4.5 Subject to Clause 5.2, WTL shall use reasonable endeavours to maintain the availability of the Hosted Services 24/7 during the Term, but does not guarantee this.
- 4.6 The Hosted Services must not be used in any way that causes, or may cause, damage to the Hosted Services or Platform or impairment of the availability or accessibility of the Hosted Services.
- 4.7 The Hosted Services must not be used:
- (a) in any way that is unlawful, illegal, fraudulent or harmful; or
 - (b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- 4.8 The parties acknowledge and agree that the use of the Mobile App, the parties' respective rights and obligations in relation to the Mobile App and any liabilities of either party arising out of the use of the Mobile App shall be subject to separate terms and conditions, and accordingly these Terms and Conditions shall not govern any such use, rights, obligations or liabilities.

5. Maintenance Services and Support Services

- 5.1 WTL shall provide the Maintenance Services to the Customer during the Term with reasonable skill and care.
- 5.2 The Customer acknowledges that, from time to time, the provision of Maintenance Services and/or maintenance undertaken by WTL's hosting services infrastructure provider may lead to the unavailability of the Hosted Services. WTL shall where reasonably practicable perform Maintenance Services that are likely to lead to such unavailability outside Business Hours.
- 5.3 WTL shall provide the Support Services to the Customer during the Term with reasonable skill and care.
- 5.4 The Support Services shall be accessible by telephone and email during Business Hours.

5.5 WTL shall provide 1 day of on-site training to the Customer following the Effective Date upon a day agreed by the parties. Unless the parties agree otherwise in writing, any other training that WTL agrees to provide in relation to the use of the Hosted Services and/or Mobile App shall be subject to Charges.

6. Customer Data

6.1 The Customer hereby grants to WTL a non-exclusive licence to copy, reproduce, store, distribute, publish, export, adapt, edit and translate the Customer Data to the extent reasonably required for the performance of WTL's obligations and the exercise of WTL's rights under the Contract. The Customer also grants to WTL the right to sub-license these rights to its hosting, connectivity and telecommunications service providers, subject always to any express restrictions elsewhere in the Contract.

6.2 The Customer warrants to WTL that the Customer Data will not infringe the Intellectual Property Rights or other legal rights of any person, and will not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law.

6.3 WTL shall create a back-up copy of the Customer Data at least daily, shall ensure that each such copy is sufficient to enable WTL to restore the Hosted Services to the state they were in at the time the back-up was taken, and shall retain and securely store each such copy for a minimum period of 30 days.

6.4 Within the period of 1 Business Day following receipt of a written request from the Customer, WTL shall use all reasonable endeavours to restore to the Platform the Customer Data stored in any back-up copy created and stored by WTL in accordance with Clause 6.3. The Customer acknowledges that this process will overwrite the Customer Data stored on the Platform prior to the restoration.

7. Integrations with Third Party Services

7.1 WTL may integrate any Third Party Services with the Hosted Services at any time.

7.2 WTL may remove, suspend or limit any Third Party Services integration at any time in its sole discretion.

7.3 The supply of Third Party Services shall be under a separate contract or arrangement between the Customer or Customer and the relevant third party. WTL does not contract to supply the Third Party Services and is not a party to any contract for, or otherwise responsible in respect of, the provision of any Third Party Services. Fees may be

payable by the Customer or Customer to the relevant third party in respect of the use of Third Party Services.

7.4 The Customer acknowledges that:

- (a) the integration of Third Party Services may entail the transfer of Customer Data from the Hosted Services to the relevant Third Party Services; and
- (b) WTL has no control over, or responsibility in respect of, any disclosure, modification, deletion or other use of Customer Data resulting from any integration of Third Party Services.

7.5 Without prejudice to its other obligations under this Clause 7, the Customer must ensure that it has in place the necessary contractual safeguards to ensure that both:

- (a) the transfer of relevant Customer Personal Data to a provider of Third Party Services is lawful; and
- (b) the use of relevant Customer Personal Data by a provider of Third Party Services is lawful.

7.6 Save to the extent that the parties expressly agree otherwise in writing and subject to Clause 14.1:

- (a) WTL gives no warranties or representations in respect of any Third Party Services; and
- (b) WTL shall not be liable to the Customer in respect of any loss or damage that may be caused by any Third Party Services or any provider of Third Party Services.

8. Charges and payments

8.1 The Customer must pay the Charges to WTL in accordance with this Clause 8.

8.2 WTL shall issue invoices for the Charges as follows:

- (a) Charges in respect of any 30 or 60 day extension to the 60 day free Trial Period may be invoiced upon or following the end of free Trial Period;
- (b) Charges in respect of the Hosted Services, Support Services and Maintenance Services may be invoiced monthly in advance at any time following the first user being registered by the Customer; and
- (c) any other Charges may be invoiced at any time following the provision of the corresponding Services.

- 8.3 All Charges must be paid within 30 days following the date of issue of the relevant invoice.
- 8.4 All amounts stated in or in relation to the Contract are, unless the context requires otherwise, stated exclusive of any applicable value added taxes, which will be added to those amounts and payable by the Customer to WTL.
- 8.8 WTL may elect to vary the Charges, by giving to the Customer not less than 90 days' written notice of the variation expiring after the end of the Minimum Term.
- 8.6 If the Customer does not pay any amount properly due to WTL under the Contract, WTL may charge the Customer interest on the overdue amount at the rate of 8% per annum above the Bank of England base rate from time to time (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month). Alternatively, WTL may claim interest and statutory compensation from the Customer pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.
- 8.7 WTL may suspend the provision of any Services if any amount due to be paid by the Customer to WTL with respect to the Contract is overdue, and WTL has given to the Customer at least 14 days' written notice, following the amount becoming overdue, of its intention to suspend Services on this basis.

9. Confidentiality

9.1 WTL shall:

- (a) keep confidential and not disclose the Customer Confidential Information to any person save as expressly permitted by this Clause 9; and
- (b) protect the Customer Confidential Information against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care.

9.2 The Customer shall:

- (a) keep confidential and not disclose WTL Confidential Information to any person save as expressly permitted by this Clause 9; and
- (b) protect WTL Confidential Information against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care.

- 9.3 Confidential Information of a party may be disclosed by the other party to that other party's officers, employees, agents, insurers and professional advisers, provided that the recipient is bound in writing to maintain the confidentiality of the Confidential Information disclosed.
- 9.4 The obligations set out in this Clause 9 shall not apply to:
- (a) Confidential Information that is publicly known (other than through a breach of an obligation of confidence);
 - (b) Customer Confidential Information that is in possession of WTL prior to disclosure by the Customer, and WTL Confidential Information that is in possession of the Customer prior to disclosure by WTL;
 - (c) Customer Confidential Information that is received by WTL, and WTL Confidential Information that is received by the Customer, from an independent third party who has a right to disclose the relevant Confidential Information; or
 - (d) Confidential Information that is required to be disclosed by law, or by a governmental authority, stock exchange or regulatory body, provided that the party subject to such disclosure requirement must where permitted by law give to the other party prompt written notice of the disclosure requirement.

10. Data protection

- 10.1 The Customer shall only supply to WTL, and WTL shall only process, in each case under or in relation to the Contract:
- (a) the Personal Data of data subjects falling within the following categories: administrative staff representing the Customer; and App Users; and
 - (b) Personal Data of the following types: names, email addresses, association with the Customer; job titles; other contact details and wellbeing information submitted to the Hosted Services specified in the Order Form.
- 10.2 WTL shall only process the Customer Personal Data for the purposes of enabling the provision of the Services and the monitoring of the Services, including authorisation of App Users and allowing the Customer to monitor Mobile App entries and support App Users.
- 10.3 WTL shall only process the Customer Personal Data during the Term and for not more than 10 Business Days following the end of the Term, subject to the other provisions of this Clause 10.

- 10.4 WTL shall only process the Customer Personal Data on the documented instructions of the Customer (including with regard to transfers of the Customer Personal Data to any place outside the United Kingdom or elsewhere within the European Economic Area), as set out in the Contract or any other document agreed by the parties in writing.
- 10.5 Notwithstanding any other provision of the Contract, WTL may process the Customer Personal Data if and to the extent that WTL is required to do so by applicable law. In such a case, WTL shall inform the Customer of the legal requirement before processing, unless that law prohibits such information on important grounds of public interest.
- 10.6 WTL shall ensure that persons authorised to process the Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 10.7 WTL and the Customer shall each implement appropriate technical and organisational measures to ensure an appropriate level of security for the Customer Personal Data.
- 10.8 WTL must not engage any third party to process the Customer Personal Data without the prior specific or general written authorisation of the Customer. In the case of a general written authorisation, WTL shall inform the Customer at least 14 days in advance of any intended changes concerning the addition or replacement of any third party processor, and the Customer shall have the right to terminate the Agreement on 7 days' written notice to WTL at any time during the period of 7 days following the giving of WTL's notice. WTL shall ensure that each third party processor is subject to equivalent legal obligations as those imposed on WTL by this Clause 10. The Customer hereby gives to WTL a general authorisation to appoint sub-processors with respect to the provision of hosting and connectivity services.
- 10.9 WTL shall, insofar as possible and taking into account the nature of the processing, take appropriate technical and organisational measures to assist the Customer with the fulfilment of the Customer's obligation to respond to requests exercising a data subject's rights under the Data Protection Laws.
- 10.10 WTL shall assist the Customer in ensuring compliance with the obligations relating to the security of processing Personal Data, the notification of Personal Data breaches to the supervisory authority, the communication of Personal Data breaches to the data subject, data protection impact assessments and prior consultation in relation

to high-risk processing under the Data Protection Laws. In particular, WTL shall notify the Customer within 24 hours if WTL becomes aware of any Personal Data breach affecting the Customer Personal Data.

10.11 WTL shall make available to the Customer all information necessary to demonstrate the compliance of WTL with its obligations under the Data Protection Laws.

10.12 WTL shall, at the choice of the Customer, delete or return all of the Customer Personal Data to the Customer after the provision of services relating to its processing, and shall delete existing copies save to the extent that applicable law requires storage of the relevant Customer Personal Data.

10.13 WTL shall allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer in respect of the compliance of WTL's processing of Customer Personal Data with the Data Protection Laws and this Clause 10.

10.14 If any changes or prospective changes to the Data Protection Laws result or will result in one or both parties not complying with the Data Protection Laws in relation to the processing of Personal Data carried out under the Contract, then the parties shall use their best endeavours promptly to agree such variations to the Contract as may be necessary to remedy such non-compliance.

10.15 The Customer must pay Charges to WTL with respect to time spent by WTL personnel performing WTL's obligations under Clauses 10.9, 10.10 and 10.13, unless the requirement to perform those obligations arises out of any breach by WTL of the Agreement or any security incident relating to the systems of WTL.

11. Intellectual Property Rights

11.1 Nothing in these Terms and Conditions shall operate to assign or transfer any Intellectual Property Rights from WTL to the Customer, or from the Customer to WTL.

12. Warranties

12.1 WTL warrants to the Customer that:

- (a) the Hosted Services will be free from Material Defects;
- (b) the Platform will be free from viruses, worms, Trojan horses, ransomware, spyware, adware and other malicious software programs; and

- (c) the Platform will incorporate security features reflecting the requirements of good industry practice.

12.2 WTL warrants to the Customer that the Hosted Services, when used in accordance with these Terms and Conditions, will not infringe the Intellectual Property Rights of any person in any jurisdiction and under any applicable law.

12.3 If WTL reasonably determines, or any third party alleges, that the use of the Hosted Services in accordance with these Terms and Conditions infringes any person's Intellectual Property Rights, WTL may at its own cost and expense:

- (a) modify the Hosted Services in such a way that they no longer infringe the relevant Intellectual Property Rights; or
- (b) procure the right to use the Hosted Services in accordance with these Terms and Conditions.

12.4 All of the parties' warranties and representations in respect of the subject matter of the Contract are expressly set out in these Terms and Conditions. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of the Contract will be implied into the Contract or any related contract.

13. Acknowledgements, warranty limitations and indemnity

13.1 The Customer acknowledges that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of these Terms and Conditions, WTL gives no warranty or representation that the Hosted Services will be wholly free from defects, errors and bugs. In particular, WTL does not warrant or represent that communications sent by means of the Hosted Services will be received on time or at all.

13.2 The Customer acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of these Terms and Conditions, WTL gives no warranty or representation that the Hosted Services will be entirely secure.

13.3 The Customer acknowledges that the Hosted Services are designed to be compatible only with that software and those systems specified as compatible in writing by WTL; and WTL does not warrant or represent that the Hosted Services will be compatible with any other software or systems.

13.4 The Customer acknowledges that whilst the Hosted Services are designed to facilitate communications relating to safeguarding,

wellbeing and mental health support, WTL is not responsible for such communications, and accordingly, subject to Clause 14.1 WTL shall not be liable to the Customer with respect to any loss or damage arising out of such communications.

13.5 The Customer hereby indemnifies and undertakes to keep indemnified WTL against any and all losses, costs, liabilities, damages and expenses (including legal expenses) suffered or incurred by WTL and arising out of:

- (a) the content of any communication sent by means of the Hosted Services; or
- (b) the failure of any communication sent by means of the Hosted Services to arrive on time or at all.

14. Limitations and exclusions of liability

14.1 Nothing in these Terms and Conditions will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

14.2 The limitations and exclusions of liability set out in this Clause 14 and elsewhere in these Terms and Conditions:

- (a) are subject to Clause 14.1; and
- (b) govern all liabilities arising under these Terms and Conditions or relating to the subject matter of these Terms and Conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these Terms and Conditions.

14.3 Neither party will be liable to the other party for any losses arising out of a Force Majeure Event.

14.4 WTL will not be liable to the Customer for any loss of profits or anticipated savings.

- 14.5 WTL will not be liable to the Customer for any loss of business, contracts or commercial opportunities.
- 14.6 WTL will not be liable to the Customer for any reputational damage or damage to goodwill.
- 14.7 WTL will not be liable to the Customer in respect of any loss or corruption of any data, database or software.
- 14.8 The liability of WTL to the Customer under or in relation to the Contract in relation to any event or series of related events will not exceed £25,000; providing that this Clause 14.8 shall not apply to liabilities of WTL under Clause 12.2.
- 14.9 The aggregate liability of WTL to the Customer under or in relation to the Contract will not exceed £100,000.

15. Termination

- 15.1 Either party may terminate the Contract by giving to the other party not less than 90 days' written notice of termination, expiring after the end of the Minimum Term.
- 15.2 Either party may terminate the Contract immediately by giving written notice of termination to the other party if:
- (a) the other party commits any material breach of the Contract, and the breach is not remediable; or
 - (b) the other party commits a material breach of the Contract, and the breach is remediable but the other party fails to remedy the breach within the period of 30 days following the giving of a written notice to the other party requiring the breach to be remedied.
- 15.3 Either party may terminate the Contract immediately by giving written notice of termination to the other party if:
- (a) the other party: (i) is dissolved; (ii) ceases to conduct all (or substantially all) of its business; (iii) is or becomes unable to pay its debts as they fall due; (iv) is or becomes insolvent or is declared insolvent; or (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
 - (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party; or

- (c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up.

15.4 WTL may terminate the Contract immediately by giving written notice to the Customer if:

- (a) any amount due to be paid by the Customer to WTL under the Contract is unpaid by the due date and remains unpaid upon the date that that written notice of termination is given; and
- (b) WTL has given to the Customer at least 14 days' written notice, following the failure to pay, of its intention to terminate the Contract in accordance with this Clause 15.4.

16. Effects of termination

16.1 Upon the termination of the Contract, all of the provisions of these Terms and Conditions shall cease to have effect, save that the following provisions of these Terms and Conditions shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1, 8, 9, 10, 14, 16 and 18.

16.2 Except to the extent that these Terms and Conditions expressly provide otherwise, the termination of the Contract shall not affect the accrued rights of either party.

16.3 Within 30 days following the termination of the Contract for any reason the Customer must pay to WTL any Charges in respect of Services provided to the Customer before the termination of the Contract, without prejudice to the parties' other legal rights.

17. Subcontracting

17.1 Subject to any express restrictions elsewhere in these Terms and Conditions, WTL may subcontract any of its obligations under the Contract.

17.2 WTL shall remain responsible to the Customer for the performance of any subcontracted obligations.

18. General

18.1 No breach of any provision of the Contract shall be waived except with the express written consent of the party not in breach.

18.2 If any provision of the Contract is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of the Contract will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the

rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

18.3 The Contract may not be varied except by a written document signed by or on behalf of each of the parties.

18.4 The Customer hereby agrees that WTL may assign WTL's contractual rights and obligations under the Contract to any successor to all or a substantial part of the business of WTL from time to time. The Customer must not without the prior written consent of WTL assign, transfer or otherwise deal with any of the Customer's contractual rights or obligations under the Contract.

18.5 The Contract is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party (including the Customer). The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to the Contract are not subject to the consent of any third party (including the Customer).

18.6 The Contract shall be governed by and construed in accordance with English law.

18.7 The courts of England shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with the Contract.

Last updated: 8th May 2018