



Managed Support Terms and Conditions



Managed Services Agreement

Terms & Conditions

This Agreement is made between:

1. **Krypton IT Solutions Ltd**, a company registered in England and Wales under company number 11794831, whose registered office is at Krypton House, 4 Nursery Court, Kibworth, Leicester, LE8 0EX (“the Company”) and
2. The Customer, which shall be as detailed in the Company’s Proposal.

By signing our Proposal, electronically or otherwise, the Customer hereby states that they wish to engage the Company, and the Company agrees to provide, the services as set out in the Proposal, subject to the Company’s terms and conditions overleaf or available on request.

Proposal reference:

Managed Service to be provided: Full Managed Service

Support Commencement Date: As detailed in the Proposal

Initial term of contract: Minimum term as detailed in the Proposal and rolling thereafter

Set-up & Monthly Fees: As detailed in the Proposal

Technical Support Priorities:

Priority	Description and Response Time
Critical	A central problem where the entire Managed Service is completely inaccessible, for example the Server is completely offline. We’ll start working on it within 10 minutes. If required, an engineer will be despatched instantly.
High	A localised problem where one or more users are prevented from working, for example email is inaccessible or a PC is not turning on. We’ll start working on it within 1 hours. If required, an engineer will be despatched within 3 hours.
Medium	A technical business IT support query relating to malfunction, for example one person is unable to print. We’ll start working on it within 3 hours. If required, an engineer will be despatched within 6 business hours.

Low/When Convenient	A request for user guidance or administrative notifications, for example setting up out of office for a user. We'll start working on it within 5 hours. If required, an engineer will be despatched within 8 business hours.
Change	For example, a new user setup or new printer installation. We'll start working on it within 1 business day. If required, an engineer will be despatched within 2 business days.

1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

"Business Day" means any day which is not a Saturday, Sunday or public holiday in the UK;

"Business Hours" means 09:00 – 18.00 on a Business Day;

"Company" means Krypton IT Solutions Ltd, a company registered in England under number 11794831, of Krypton House 4 Nursery Court, Kibworth, Leicester, LE8 0EX;

"Confidential Information" means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);

"Customer" means you, the individual, firm or corporate body accepting our Proposal or placing an order with us;

"Maintenance" means any scheduled error corrections, updates and upgrades provided or performed by the Company with respect to the Services, together with any other support or training provided to the Customer under this Agreement;

"Site" means any site occupied by the Customer at which the Services are to be provided;

"Proposal" means our proposal for the provision of the Services. Any Proposal remains open for acceptance for a period of 30 days unless otherwise specified;

"Equipment" means the computer hardware, devices and software which are to be maintained and supported by the Company as part of the Services;

"Services" means the IT support services to be provided by the Company to the Customer as set out in our Proposal; and

"Term" means the term of this Agreement as defined in clauses 2 and 12.

1.2 Unless the context otherwise requires, each reference in this Agreement to:

1.2.1 "we", "us" and "our" is a reference to the Company;

1.2.2 "you" and "your" is a reference to the Customer;

1.2.3 "writing" and "written" includes emails, faxes and similar communications;

1.2.4 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.5 "this Agreement" is a reference to this Agreement and each of the Schedules as amended or supplemented at the relevant time;

1.2.6 a Schedule is a schedule to this Agreement;

1.2.7 a Clause or paragraph is a reference to a Clause of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule; and

1.2.8 a "Party" or the "Parties" refer to the parties to this Agreement.

1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.

1.4 Words imparting the singular number shall include the plural and vice versa.

1.5 References to any gender shall include the other gender.

1.6 References to persons shall include corporations.

2. Proposal and Acceptance

2.1 The acceptance of our Proposal, electronically or otherwise, or the placement of an order, creates a legally binding "Agreement" between the Company and the Customer and includes the acceptance of these terms and conditions, which shall apply between us. No terms or conditions stipulated or referred to by the Customer in any form whatsoever shall in any respect vary or add to these terms and conditions unless otherwise agreed by us in writing.

2.2 The Customer shall be responsible for the accuracy of any information submitted to us and for ensuring that the Proposal and/or Agreement reflects the requirements of the Customer. Our Proposal is based on the information provided to us at the time of its preparation. Should any errors or discrepancies become evident which affect our order value, we reserve the right to make adjustments to it.

2.3 Our accepted Proposal shall constitute our entire scope of works but shall be subject to amendment in accordance with clauses 6 and 7 below.

2.4 The Company shall, throughout the initial Term of this Agreement and any subsequent renewed Term, and in consideration of the fees being paid in accordance with the terms of payment herein, provide the Services to the Customer in accordance with the provisions of this clause 2.

2.5 The Company may, at its sole discretion, offer an initial 1 month trial period to new Customers. In this event, the Customers must use and pay for the Services for the full 1 month period, however, will have no obligation to continue the Services after this date provided we are so notified in writing. During the trial period, the Company will review the number of hours used by the Customer against the price quoted. At any time before the end of this trial period, the

Company reserves the right to increase the price if the services required exceed those allowed for in the Company's Proposal and will notify the Customer accordingly.

- 2.6 This Agreement shall continue in force for any trial period offered, and unless terminated, for a minimum period of 12 months. Thereafter, the Agreement shall be automatically renewed, with the exception of the price, on the same terms and conditions as set out in this Agreement on a rolling 12 month basis unless a written notice to terminate is given by either party in accordance with clause 12 below. We shall notify the Customer of any such price increase in accordance with these terms and conditions.
3. Support Services
- 3.1 Once the Agreement is formed, the Company will arrange a date with the Customer to carry out any initial works, as detailed in the Proposal.
- 3.2 Both Parties will be required to appoint a primary contact in relation to the Services and will endeavour to ensure continuity but shall have the right to replace any such primary contact as required.
- 3.3 Any technical support requests, error reports and defects must be reported to the Company by authorised personnel of the Customer. The Company accepts such requests by telephone, voicemail, email or web form.
- 3.4 The Company shall use reasonable endeavours to process support requests, issue trouble ticket tracking numbers where necessary, determine the issue and report back to the Customer. The Company shall use reasonable endeavours to respond in accordance with the time periods outlined in the Technical Support Priority schedule attached to this Agreement.
- 3.5 Should the Company be unable to resolve any Critical or High Priority incidents within the target resolution times, the incident will be escalated to another technician with the relevant skill sets. If the incident is not resolved, then after each successive increment of the target resolution time, the incident shall be escalated to the IT Service Manager, followed by the Helpdesk Manager, followed by the Managing Director of the Company.
- 3.6 The Company shall endeavour to carry out Maintenance outside of normal Business Hours. If this is not possible and Maintenance is required during normal Business Hours, the Company will provide a minimum of 12 hours' advance notice and will use reasonable efforts to keep disruption to a minimum.
- 3.7 The Company reserves the right to provide a limited service for a two-week period over Christmas, whereby only on-call staff will be available.
- 3.8 The Parties will arrange and attend regular meetings to review and discuss the Services being provided and to identify any new technologies or processes available that may improve the Services. The meetings will be minuted, copies of which will be made available to and agreed by both Parties. Any problems should be identified to the relevant primary contact of each Party prior to the meeting to allow for discussion and a plan to be agreed during the meeting. Progress of any such plan shall be monitored at the next meeting.
- 3.9 Review meetings shall be held at regular intervals and shall be attended by senior representatives of both Parties, together with the primary contacts, to assess the performance of the Company and to agree any necessary changes to the Services.
- 3.10 The Company will make all reasonable efforts to resolve any issues within an acceptable period of time but time will not be of the essence in the performance of these obligations.
- 3.11 The Company makes no warranty that any Equipment or Services provided will be uninterrupted or error-free, nor that any Equipment will be compatible with and/or work in conjunction with any other software or hardware used by the Customer unless such other software or hardware has been agreed as compatible by the Company in writing.
- 3.12 Where the Customer requests Support out of Business Hours this will be billed at £75+VAT per hour.
- 3.13 Where the Company provides anti-virus and anti-spam protection to the Customer, the Company will use all reasonable endeavours to ensure it is kept up-to-date. However, the Company cannot guarantee that such protection will block all viruses or spam and the Customer is required to remain vigilant at all times and to follow the guidance of the Company and/or the software manufacturer in relation to internet best practice. In relation to this clause 3.12, the Customer is required to complete their obligations as detailed in clause 5 below and in particular the provisions of clause 5.8.6 regarding password selection.
4. Company's Obligations
- 4.1 The Company shall provide the Services to the Customer in accordance with the provisions of clause 2 and the Proposal.
- 4.2 The Company shall perform its obligations under this Agreement with reasonable care and skill and in a reasonable and timely manner in accordance with the provisions of this Agreement.
- 4.3 The Company shall provide the Customer with such information and advice in connection with the Services and the provision thereof as the Customer may, from time to time, reasonably require both before and during the provision of the Services. However, the Company accepts no responsibility for any actions taken as a result of such advice or recommendations, nor shall the Company be liable for any consequences should any professional advice not be taken.
- 4.4 The Company shall use reasonable endeavours to keep the Customer informed of any special requirements (including, but not limited to, legislative requirements) applicable to the rendering of the Services. To the extent necessary and appropriate, the Company and the Customer shall promptly take steps to comply with any such requirements. These steps shall not otherwise alter this Agreement in any way.
- 4.5 The Company shall use all reasonable endeavours to complete its obligations under the Agreement, but time will not be of the essence in the performance of these obligations.
- 4.6 The Company shall be responsible for ensuring that it complies with all statutes, regulations, bylaws, standards, codes of conduct and any other rules relevant to the provision of the Services.
5. Customer's Obligations
- 5.1 The Customer shall provide the Company with such information and assistance in connection with the Services and the provision thereof as the Company shall reasonably require, within sufficient time to enable the Company to perform the Services in accordance with the Proposal and/or Agreement, both before and during the provision of the Services.
- 5.2 The Customer shall perform its obligations under this Agreement in a reasonable and timely manner in accordance with the provision of this Agreement.
- 5.3 The Customer shall not provide the managed Services to any third party.
- 5.4 The Customer shall act in accordance with any and all reasonable instructions issued by the Company in relation to the Services. The Company shall not be liable for any failure to provide the Services or any part thereof which arises out of the Customer's failure to follow any such instructions.
- 5.5 The Customer shall consult with the Company in advance with respect to any new computer hardware, devices and/or software which it intends to procure where such hardware, devices and/or software is to be added to the Equipment.
- 5.6 The Customer shall allow the Company access and (where applicable) its personnel at all reasonable times to the Site for the purpose of providing the Services.

- 5.7 The Customer shall use reasonable endeavours to keep the Company informed of any special requirements (including, but not limited to, legislative requirements) applicable to the rendering of the Services. To the extent necessary and appropriate, the Company and the Customer shall promptly take steps to comply with any such requirements. These steps shall not otherwise alter this Agreement in any way.
- 5.8 The Customer agrees to:
- 5.8.1 ensure that site environment conditions are continuously maintained in accordance with the manufacturers' specifications. These conditions include the constant provision of a "clean" electricity supply within the specified limits;
 - 5.8.2 ensure operators and other staff concerned with the operation of the Equipment are properly trained, operate the Equipment within the standards as laid down by the manufacturer and the Company, and comply with the Company's advice in connection with the use and operation of the Equipment;
 - 5.8.3 comply at all times with the manufacturers' specifications, including where replacement consumables are required;
 - 5.8.4 virus-check all data and material supplied to the Company;
 - 5.8.5 keep secure from third parties any passwords issued to the Customer by the Company in connection with the Services;
 - 5.8.6 ensure passwords chosen by the Customer and all of the Customer's employees, agents and sub-contractors are suitably strong, containing a combination of letters, numbers and symbols, and are changed regularly, no less frequently than once every three months;
 - 5.8.7 obtain and maintain all necessary licences, permissions and consents in connection with the Services;
 - 5.8.8 report faults promptly to the Company, and in any event within 48 hours of discovering the fault; and
 - 5.8.9 not transmit, store or distribute any material through the Services that is unlawful, harmful, threatening, defamatory, obscene, harassing, offensive, sexually explicit, illegal (or that facilitates illegal activity), or that promotes unlawful violence or discrimination.
 - 5.8.10 If the Customer fails to meet any of the provisions of this clause 5, the Company shall, without limiting its other rights or remedies:
 - 5.8.11 have the right to suspend performance of the Services until the Customer remedies the default;
 - 5.8.12 not be held liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Company's failure or delay in performing any of its obligations as a result; and
 - 5.8.13 be entitled to claim for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Customer's default.
6. Fees and Payment
- 6.1 The Customer shall pay the set-up and monthly fees to the Company in accordance with this clause 6 and the Proposal, as consideration for the Services.
 - 6.2 Any set-up fees will be as detailed in the Proposal. Should the Company reasonably expect that the actual cost will exceed the amount agreed in the Proposal, any work to be completed in additional man-hours will first be approved in writing between the Parties and shall be charged at the rates outlined in the Proposal and shall extend any deadlines accordingly.
 - 6.3 The Customer shall reimburse the Company for any and all actual, reasonable travel expenses incurred by the Company in the performance of the set-up services.
 - 6.4 The Company shall invoice the Customer monthly in advance, on the first day of each calendar month, for all services performed by the Company.
 - 6.5 In the event that the quantity of the managed Services as detailed in the Proposal increases, then the Company shall adjust the pricing within the Customer's next monthly invoice, commencing from the date the managed Services increased.
 - 6.6 Should the Customer wish to decrease the quantity of the managed Services as detailed in the Proposal, the Customer must first discuss this with the Company. The Company reserves the right to adjust its price per user/device accordingly. Under no circumstances can the quantity of the managed Services fall below the minimum number identified in the Proposal.
 - 6.7 All amounts and fees stated or referred to in this Agreement are exclusive of value added tax, which shall be added to the Company's invoice(s) at the appropriate rate.
 - 6.8 All invoices are payable within 30 days of the date of the relevant invoice in pounds Sterling without any set-off, withholding or deduction except such amount (if any) of tax as that Party is required to deduct or withhold by law.
 - 6.9 If the Customer fails to pay on the due date then, without prejudice to and notwithstanding sub-Clause 12.2.1, we shall have the right to suspend the Services and the overdue amount shall bear interest from the due date until payment is made in full, both before and after judgment, at the rate of 8% per annum over the Bank of England base rate from time to time in force, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
 - 6.10 We reserve the right to charge for any aborted or cancelled visits to the Customer's Site where we are given less than 12 hours' notice of the cancellation.
7. Variation and Amendments
- 7.1 If the Customer wishes to vary the Services to be provided, they must notify the Company as soon as possible. The Company shall endeavour to make any required changes and any additional costs thereby incurred shall be invoiced to the Customer.
 - 7.2 The Company will provide a quotation for any additional Services or labour requiring 5 or more continuous man-hours, any Services to be carried out outside of normal Business Hours, or any significant change in infrastructure. The quotation must be accepted by the Customer in writing before the Services will be carried out.
 - 7.3 If, due to circumstances beyond the Company's control, it has to make any change in the arrangements relating to the provision of the Services, it shall notify the Customer immediately. The Company shall endeavour to keep such changes to a minimum and shall seek to offer the Customer arrangements as close to the original as is reasonably possible in the circumstances.
 - 7.4 Any agreed variation or amendment will be carried out in accordance with these terms and conditions and any price increase necessitated as a result of an agreed variation or amendment shall be payable in accordance with the terms of payment herein.
8. Liability and Indemnity
- 8.1 Nothing in this Agreement seeks to limit or exclude our liability in respect of death or personal injury caused by our negligence; fraud or fraudulent misrepresentation; or any other liability which cannot lawfully be excluded or limited.
 - 8.2 Except as provided in clause 8.1 above, the Company will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under the express terms contained herein, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by our servants or agents or otherwise) in connection with the performance of the Company's obligations under the Agreement.
 - 8.3 All warranties or conditions whether express or implied by law are hereby expressly excluded.
 - 8.4 In the event of a breach by us of our express obligations under this Agreement, the Customer's remedies will be limited to damages, which in any event, shall not exceed the fees paid by the Customer for the Services during the 12 months preceding the date on which the claim arose.
 - 8.5 The Customer shall indemnify and hold harmless the Company, its subcontractors, agents and employees from and against any and all claims, costs and liabilities howsoever arising and of whatsoever nature (including any consequential or indirect costs or losses) and whether in contract or in tort, including

injury to or death of any person or persons or loss of or damage to any property arising out of or in respect of the performance by the Customer of its obligations under this

Agreement if and to the extent that such losses, costs, damages and expenses are caused or contributed to by the negligent acts or omissions of the Customer or any persons for which the Customer is otherwise legally liable. This includes, but is not limited to:

- 8.5.1 loss or damage to any equipment (including that of third parties);
- 8.5.2 misuse, incorrect use of or damage to any products, equipment or system provided by the Company from whatever cause (other than any act or omission of the Company), including failure or fluctuation of electrical power;
- 8.5.3 failure to maintain the necessary environmental conditions for use of the products, equipment or system;
- 8.5.4 modification, relocation, servicing or installation of the products, equipment or system by any person other than the Company or a person acting under the Company's instruction.

8.6 Any property including both hardware and software supplied to the Company by or on behalf of the Customer shall be held and worked upon by the Company at the Customer's risk. The Company shall not be liable for any loss or damage to any such property.

9. Confidentiality

9.1 Each Party undertakes that throughout the duration of the agreement, the Parties may disclose certain Confidential Information to each other. Both parties agree that they will not use the Confidential Information provided by the other, other than to perform their obligations under this agreement. Each Party will maintain the Confidential Information's confidentiality and will not disseminate it to any third party, unless required by law or unless so authorised by the other Party in writing.

9.2 The Customer acknowledges and agrees that in order to provide the Services, the Company will require access to the Customer's Equipment and may need to log in remotely. Any personal data will be kept confidential and will only be used in accordance with the Company's rights and obligations under the Data Protection Act 1998.

9.3 The provisions of this clause 9 shall continue in force in accordance with their terms, notwithstanding the termination of this Agreement for any reason.

10. Intellectual Property

10.1 Subject to a written agreement to the contrary, the Company reserves all intellectual property rights which may subsist in the provision of the Services including, but not limited to, any materials connected with the Services and any material developed or produced in connection with this Agreement. The Company reserves the right to take such actions as may be appropriate to restrain or prevent infringement of such intellectual property rights.

10.2 Where software is provided, unless otherwise agreed in writing by the parties and provided payment is received by the Company in accordance with the terms of payment herein, the Company agrees to grant a perpetual, non-transferable, non-sub-licensable object code licence to the Customer in respect of use of the software. The Customer acknowledges that it obtains no ownership of any intellectual property rights in respect of any such software and that the Customer's use of any such intellectual property rights is conditional on the Company obtaining a written licence from the relevant licensor on such terms as will entitle the Company to licence such rights to the Customer.

10.3 The Customer shall immediately bring to the attention of the Company any infringement or suspected infringement of any of the intellectual property rights licensed hereunder of which it is aware and shall at the request and expense of the Company take such action or assist the Company in taking such action as the Company may deem appropriate to protect the intellectual property rights.

10.4 The Customer warrants that any document or instruction furnished or given by them shall not cause the Company to infringe any letter patent, registered design or trade mark in the execution of these services and shall indemnify them against all loss, damages, costs and expenses awarded against or incurred by them in settlement of any claim for infringement of any patent, copyright, design, licence, trademark or any intellectual property rights which results from our use of the Customer's information.

11. Force Majeure: No Party to this Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

12. Term and Termination

12.1 This Agreement shall come into force on the date of acceptance of the Proposal and shall continue for any trial period offered in accordance with clause 2.5 and an initial Term of 12 months from commencement, subject to the provisions of this clause 12. Thereafter, the Agreement shall be automatically renewed, with the exception of the price, on the same terms and conditions as set out in this Agreement on a rolling 12 month basis unless either Party terminates by notice in writing to the other, such notice to be given a minimum of 90 days before the end of the then-current Term, and shall be effective only at the end of that Term.

12.2 The Company may terminate this Agreement without liability to the Customer by giving written notice if:

- 12.2.1 any sum owing to the Company by the Customer under any of the provisions of this Agreement is not paid within 14 days of the due date for payment;
- 12.2.2 the Company gives the Customer 30 days' written notice whereby there will be no continuing liability by either Party;
- 12.2.3 the Customer demands services which do not form part of the Services and which are not covered by this Agreement; or
- 12.2.4 any of the Company's employees suffer harassment or are abused by the Customer or their employees during the term of this Agreement.

12.3 Either Party may terminate this Agreement without liability to the other by giving written notice if:

- 12.3.1 the other Party commits any other breach of any of the provisions of this Agreement and, if the breach is capable of remedy, fails to remedy it within 30 days after being given written notice giving full particulars of the breach and requiring it to be remedied;
- 12.3.2 an encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;
- 12.3.3 the other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
- 12.3.4 the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under this Agreement);
- 12.3.5 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party;
- 12.3.6 that other Party ceases, or threatens to cease, to carry on business; or
- 12.3.7 control of that other Party is acquired by any person or connected persons not having control of that other Party on the date of this Agreement.

- 12.4 For the purposes of this clause 12, “control” and “connected persons” shall have the meanings ascribed thereto by Sections 1124 & 1122 respectively of the Corporation Tax Act 2010. For the purposes of sub-Clause 12.3.2, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.
- 12.5 The rights to terminate this Agreement given by this clause 12 shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.
13. Effects of Termination: Upon termination of this Agreement for any reason:
- 13.1 any sum owing by either Party to the other under any of the provisions of this Agreement shall become immediately due and payable;
- 13.2 all clauses which, either expressly or by their nature, relate to the period after the expiry or termination of this Agreement shall remain in full force and effect;
- 13.3 the Company shall immediately cease the provision of the Services (though the Company may agree to provide transition services in accordance with clause 14 below) and shall destroy any data provided to it by the Customer unless the Customer requests the return of such data no later than 10 days after the termination or expiry of this Agreement, provided all payments have been received in accordance with clause 13.1 above;
- 13.4 termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of this Agreement which existed at or before the date of termination;
- 13.5 subject as provided in this clause 13 and except in respect of any accrued rights neither Party shall be under any further obligation to the other; and
- 13.6 each Party shall (except to the extent referred to in clause 9) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party any documents in its possession or control which contain or record any Confidential Information, together with any equipment, property or materials (and all copies thereof) belonging to the other Party.
14. Transition
- 14.1 At any time prior to termination, and in return for a reasonable fee (to be agreed in advance) the Customer can request the Company to provide transition services to the Customer or its nominated replacement supplier for a maximum period of 1 month or until termination in accordance with clause 12, whichever is the later. Upon expiry or termination of this Agreement, the Company will provide a list of Equipment and Services and shall promptly remove any hardware or software owned by the Company from the Site.
- 14.2 Both Parties shall sign to confirm that this clause has been complied with.
15. No Waiver: No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
16. Costs: Subject to any provisions to the contrary each Party to this Agreement shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of this Agreement.
17. Assignment and Sub-Contracting
- 17.1 The Customer shall not, without the prior written consent of the Company, assign, transfer, charge, sub-contract or deal in any other manner will all or any of its rights or obligations under this Agreement.
- 17.2 The Company may at any time assign, transfer, charge, sub-contract or deal in any other manner will all or any of its rights or obligations under this Agreement, without the consent of the Customer.
18. Time: The Parties agree that with the exception of payment, the times and dates referred to in this Agreement are for guidance only and are not of the essence of this Agreement and may be varied by mutual agreement between the Parties.
19. Relationship of the Parties: Nothing in this Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in this Agreement. Neither Party shall have the authority to act in the name of or on behalf of, or otherwise bind, the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
20. Non-Solicitation: Neither Party shall, for the term of this Agreement and for a period of 12 months after its termination or expiry, employ or contract the services of any person who is or was employed or otherwise engaged by the other Party at any time in relation to this Agreement, without the express written consent of that Party, nor solicit or entice away from the other Party any customer or client of that Party where any such solicitation or enticement would cause damage to the business of that Party, without the express written consent of that Party.
21. Third Party Rights
- 21.1 No part of this Agreement is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.
- 21.2 Subject to this clause 21 this Agreement shall continue and be binding on the transferee, successors and assigns of either Party as required.
22. Notices
- 22.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.
- 22.2 Notices shall be deemed to have been duly given:
- 22.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or
- 22.2.2 when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated; or 22.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
- 22.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.
- In each case notices shall be addressed to the most recent address, email address or fax number notified to the other Party.
23. Entire Agreement
- 23.1 This Agreement contains the entire agreement between the Parties with respect to its subject matter and supersedes any previous arrangement, understanding or agreement. This Agreement may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.



- 23.2 Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in this Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 24. Severance: In the event that one or more of the provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, that/those provision(s) shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

25. Dispute Resolution

- 25.1 The Parties shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiations between their appointed representatives who have the authority to settle such disputes.
- 25.2 If negotiations under sub-Clause 25.1 do not resolve the matter within 30 days of receipt of a written invitation to negotiate, the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution (“ADR”) procedure.
- 25.3 If the ADR procedure under sub-Clause 25.2 does not resolve the matter within 60 days of the initiation of that procedure, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration by either Party.
- 25.4 Nothing in this clause 25 shall prohibit either Party or its affiliates from applying to a court for interim injunctive relief.
- 25.5 The Parties hereby agree that the decision and outcome of the final method of dispute resolution under this clause 25 shall be final and binding on both Parties.

26. Law and Jurisdiction

- 26.1 This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

Subject to the provisions of clause 25 (dispute resolution), any dispute, controversy, proceedings or claim between the Parties relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

Krypton IT Solutions Ltd

Name: _____

Name: _____

Title: _____

Date: _____

Date: TBC