

TERMS AND CONDITIONS

1. DEFINITIONS

1.1 In this Agreement the following words shall (unless the context otherwise requires) have the following meanings:

"Agreement"	means the Quotation, the Order and these Terms and Conditions and Schedules.
"Archive Service Charge"	the charge for a copy of Customer' Data detailed in the Quotation.
"Archive Service"	means the Service identified as such within the Archive Services Description.
"Business Day"	means a normal working day in the UK, excluding any public and bank holidays.
"Charges"	means the charges for the Archive Services, Connectivity Services; Hosted Services; Implementation Services; Voice and Line Rental Services and the Support Services together or separately as detailed in the Quotation and/ Order.
"Client Software"	means the software (excluding all source code listings, object code listings, flow charts and assembler instructions) which Solution1 shall supply to the Company and which is installed on the Company's personal computers, including, where applicable, the VPN Client Software, to enable the Company to use the Hosted Services.
"Client Software Licence"	means the software licence which accompanies the Client Software.
"Connectivity Service Charge"	means the charge for the Hosted Services detailed in the Quotation.
"Connectivity Services"	means the Service identified as such within the Connectivity Services Description.
"Critical Incident"	means an incident which results in complete loss of Connectivity Services at one or more Sites or a complete failure of Hosted Services at Solution 1's Data Centre.
"you/ Customer"	means the party with whom Solution 1 contracts for the provision of the Service(s) as detailed in the Quotation.
"Customer's Data"	means your data which is held by Solution1 as part of the Hosted Services.
"Early Termination Fee"	means the element of the User Service Charges which is applicable to a terminated Service(s) during the remainder of the unexpired Minimum Period or Subsequent Period of such terminated Service(s).
"Effective Date"	means the date of signature of this Agreement by both parties.
"Hosted Service Charge"	means the charge for the Hosted Services identified in the Quotation
"Hosted Services"	means the Service(s) identified within the Hosted Services Service Description.
"Implementation Charge"	means the charge for the Implementation Services identified in the Quotation.
"Implementation Services"	means the Service(s) identified within the Implementation Service Description.

“Intellectual Property Rights”	means the rights in any patents, registered designs, design rights, trade marks, trade and business names (including all goodwill associated with any trade marks or trade and business names and the right to sue for passing off), copyright and related rights, moral rights, databases, domain names, semi-conductor and other topography rights, utility models, know how, trade secrets and other similar rights, wherever in the world enforceable.
“Incident”	means an operational event which is not part of the standard operation of the Supported Equipment or Service(s).
“Minimum Period”	means the minimum period for each Service which is one year which shall commence on the Service Start Date, unless another minimum period is specifically identified and detailed in the Quotation
“Network Operator”	means a public or private telecommunications provider of an electronic communications network or services and regulated by a licence granted under the Telecommunications Act 1984.
“Non Office Based Workers”	means your staff who do not work regularly from your office and for whom you have purchased a licence(s) for VPN Client Software.
“Order”	means a Solution1 order form (that references the relevant Quotation) signed by the Company accepting a Quotation.
“Personal Data”	means the data which relates to a living individual identifiable from such data which is provided by Customer
“Parties”	means Solution1 (Internet Services) Limited and the Company and “Party” shall be construed accordingly.
“Quotation”	means a written quotation for the Services provided by Solution1 to the Customer.
“Resolution”	means the action that will resolve an Incident, such as but not limited to a work-around.
“Respond”	means an acknowledge report of an Incident.
“Security Policy”	means the security policy issued by Solution 1 from time to time on Solution 1’s Website.
“Services”	means Archive Services, Connectivity Services; Hosted Services; Implementation Services; Voice and Line Rental Services and the Support Services together or separately as detailed in the Order.
“Service Dependencies”	means the dependencies for the Service(s) detailed in the relevant Service Description(s).
“Service Description”	means the descriptions of each Service(s) detailed on Solution 1’s Website on the Service Start Date.
“Service Hours”	means the contracted service hours for a Service as detailed in the relevant Service Description(s).
“Service Levels”	means the service level for a Service as may be set out in the relevant Service Description(s).
“Service Management System”	means our tool providing workflow and trouble ticketing used to manage requests for Support Services.
“Service Start Date”	means the date on which Solution1 advise Company that the Services will be available.
“Set-Up Charge”	the charge detailed in the Quotation.

"Site"	means the Company's site(s) to which the Services are to be provided.
"Software MAC(s)"	means a move, add, delete or change affecting any or all attributes of a user profile, and/or group membership in respect of Client Software.
"Solution 1 Equipment"	means the equipment that is installed on your Site to facilitate the provision of the Services (ownership of which is retained by Solution 1).
"Solution 1 Data Centre"	means the premises in which Solution 1's equipment is sited and which is used to provide some or all of the Service(s).
"Solution1 IPR"	means all technical know-how, network designs and Information.
"Supported Equipment"	means the Client Software and Solution 1 Equipment, supplied by Solution1 to the Site(s) which is owned by Solution1 or a third party for the purposes of Solution1 providing the Services .
"Support Services Charges"	means the charge for the Support Services detailed in the Quotation
"Support Services"	means the Support Service(s) detailed in the Support Services Service Description.
"us/Solution 1"	means Solution 1 (Internet Services) Limited
"Voice and Line Rental Service Charges"	means the charge for the Voice and Line Rental Service Charges identified in the Quotation based on the Voice and Line Rental Rate Cards for these Services on Solution 1' Website.
"Voice and Line Rental Services"	means the Voice and Line Rental Services detailed in the Voice and Line Rentals Service Description.
"Voice and Line Rental Code of Practise"	means the Code of Practise for Voice and Line Rental followed by Solution 1 that is detailed on Solution 1's Website.
"VPN Client Software"	means the Client Software which is for the Company's non office-based employees as identified in the Quotation.
"Website"	means Solution 1's Website at http://www.solution1.co.uk
"Working Hours"	means 8.00 a.m. – 6.00 p.m. Monday to Friday excluding bank and public holidays in the UK.

2. ORDER PROCESS

- 2.1 Solution 1 shall provide a Quotation for a Service(s) that will be valid for thirty (30) days from the date of the Quotation and subject to the terms and conditions of this Agreement and for supply in accordance with the relevant Service Description.
- 2.2 Customer shall sign the Solution 1 order form thereby accepting the Quotation and this shall then form the contract between the two parties.

3. PROVISION OF SERVICES

- 3.1 Solution1 shall provide the Services specified in the Order in accordance with the terms and conditions, relevant Service Description(s) and Schedules of this Agreement.
- 3.2 Dates and times for provision of the Services shall be estimates only and Solution1 shall not be liable for failure to meet any estimated dates and times, except as specifically agreed in the Order. Solution1 shall use reasonable endeavours to meet the delivery times detailed in the Order subject to this Clause 3 and the Customer fulfilling the Service Dependencies detailed in the relevant Service Description and its Company Responsibilities in accordance with Clause 4.

- 3.3 The Customer acknowledges that the provision of the Services in accordance with this Agreement is dependent upon the Customer's telecommunications apparatus and information technology equipment being maintained (at the Customer's expense) in good working order.
- 3.4 The Customer acknowledges and agrees that Solution1 may need to temporarily suspend the Services and/or disable the Supported Equipment for the purposes of allowing periodic changes and maintenance activities to be performed.
- 3.5 Solution1 reserve the right to improve or alter the Services as it deems appropriate, provided that such changes do not substantially change the nature of such Services.
- 3.6 Solution1 shall observe all industry applicable laws and regulations regarding the provision of the Services

4. **CUSTOMER RESPONSIBILITIES**

- 4.1 Customer will:
- 4.1.1) provide access and use of its Site to enable Solution 1 to install any Solution 1 Equipment and to provide the Service(s);
- 4.1.2) allow access to the Site in order for Solution 1 to collect the Solution 1 Equipment following termination or expiry of the Agreement.
- 4.2 For Supported Equipment Customer shall:
- 4.2.1) not remove the labels on the Solution 1 Equipment;
- 4.2.2) keep the Solution 1 Equipment safe and in good condition and notify us immediately in writing upon becoming aware of any damage or loss to it;
- 4.2.3) ensure that the environmental conditions at the Site at which the Supported Equipment is located comply with the manufacturer's recommendations;
- 4.2.4) ensure that Solution 1 has full, safe, convenient, and adequate access to the Supported Equipment and its associated documentation and the Site at all reasonable times (which may be outside normal Working Hours);
- 4.2.5) prevent another party other than Solution 1 from altering, disconnecting, adjusting, attempting to repair or otherwise interfering with the Supported Equipment without the prior written consent of Solution 1;
- 4.2.6) ensure that the Network Operator's connection point is undamaged and accessible to Solution 1 and repair any damage which prevents the connection of the Solution 1 Equipment;
- 4.2.7) at no cost to Solution 1, ensure that we or our sub-contractors are authorised under a valid software license to use any of your equipment necessary for the purposes of this Agreement;
- 4.2.8) ensure that all equipment, databases, and other items upon which we are reliant in order to provide the Service(s) in accordance with this Agreement, are provided in a timely manner and maintained in such a condition as to facilitate the provision of the Service(s) by Solution 1.
- 4.2.9) ensure that Service Dependencies are fulfilled by Customer in a timely manner;
- 4.2.10) observe all applicable laws and regulations regarding the Service(s), inclusive but not limited to the Data Protection Act 1998 and any amendments to it;
- 4.2.11) ensure that the Services are used for the permitted purposes only which shall be as set out in the relevant (Service Description which may be amended by Solution1 and notified to the Customer from time to time
- 4.2.12) use the Services to transmit any material which is of an illegal, improper, immoral or offensive character
- 4.2.13) resell, distribute, provide or sub-licence the Services or the Supported Equipment to any third party, except as agreed in writing by Solution1
- 4.2.14) ensure that the Site is safe and compliant with all health and safety legislation.

5. **PAYMENT**

- 5.1 The Customer shall pay the Charges as detailed in the Quotation.

- 5.2 Payment of the Charges shall become due for payment upon issue by Solution 1 of its invoice and must be by direct debit. If payment is made otherwise than by direct debit a surcharge of 5% shall be added to the invoice.
- 5.3 Charges due under this Agreement are exclusive of VAT or similar taxes. Such VAT or similar taxes shall be added to the invoice for payment by Customer.
- 5.4 Where payment of monies is due in full under this Agreement, such payment shall be made within thirty (30) days of the date of Solution 1's invoice.
- 5.5 If payments are overdue we may charge interest at the statutory interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998 and amendments to it per month or part thereof on the unpaid sum for the period the sum remains properly due before and after any court judgement.
- 5.6 If the amount of any invoice is contested, payment of the undisputed amount shall be made pending reconciliation of the reported discrepancy by the Parties.
- 5.7 In the event of a disputed invoice, the customer agrees to notify Solution 1 Ltd within 14 days of date of invoice of such dispute. In such event the customer is not entitled to withhold a) payment of any amount not part of the disputed amount; and b) payment of any amount where the dispute was not registered within 14 days of invoice date.
- 5.8 If the Customer fails to pay any monies due to Solution1 by the due date and a bona fide dispute has not been raised by the Customer, if the failure has not been remedied within seven (7) Business Days of the date Solution1 notified the Customer of such failure, Solution1 may, without prejudice to any other remedies available under the applicable law, suspend any further deliveries of any Supported Equipment and/or the provision of any Services, to the Customer until Solution1 has been paid in full.
- 5.9 All Charges and Early Termination Fees are conditional upon the information and details relating to the Customer's equipment, network and services being correct and are subject to change by Solution1 to address any inaccuracies in such information provided by the Customer.
- 5.10 Any Charges which are to be calculated with reference to the usage of Services by the Customer shall be based on data recorded or logged by Solution1 and not by reference to any data recorded or logged by the Customer.
- 5.11 The Customer shall pay additional charges for all Chargeable Work which is required to be carried out either prior to the Service Start Date or at any time during the provision of the Services. "Chargeable Work" shall mean work in connection with, or as a result of:
- 5.11.1 meeting a change in the requirements or practices of the Network Operator or other relevant authority;
- 5.11.2 loss of data by the Customer, except where due to Solution1 negligence;
- 5.11.3 errors in information supplied by the Customer upon which Solution1 have relied;
- 5.11.4 the Customer failing to fulfil the Service Dependencies;
- 5.11.5 Incidents existing prior to the date of this Agreement;
- 5.11.6 changes to the Supported Equipment made other than by Solution1;
- 5.11.7 updating or installation of virus protection software;
- 5.11.8 work which is not identified as a Service in the relevant Service Description(s) ; or
- 5.11.9 Services taking longer or attracting additional costs as a result of any of the above causes

6. **TITLE AND RISK**

- 6.1 Title in the Supported Equipment and title in the media on which the Client Software is stored shall remain at all times with Solution1 or its third party licensors as applicable.
- 6.2 Risk in the Supported Equipment and the media on which the Client Software is stored shall pass to the Customer when such items are delivered to it.
- 6.3 The Customer shall,:

- 6.3.1 undertake the safe custody of and due return of all Supported Equipment and Client Software and shall be responsible for all loss thereof from whatever cause and shall indemnify Solution1 against such loss; and
- 6.3.2 be responsible for any damage to in the Supported Equipment that is contributed to by any due maintenance and repaired on the Customer's part.
- 6.4 Neither the Customer, or it's sub-contractors, agents nor any other person, shall have a lien on any Supported Equipment and/or the Client Software for any sum due from Solution1 and the Customer shall take all reasonable steps to ensure that the title of Solution1 and the exclusion of any such lien are brought to the attention of such sub-contractors and other persons dealing with any Supported Equipment and/or the Client Software.

7. **INTELLECTUAL PROPERTY RIGHTS OWNERSHIP**

- 7.1 All Intellectual Property Rights in the Supported Equipment, Client Software, designs, drawings and other information provided by Solution1 and/or third party licensors, as applicable, to the Customer shall vest in Solution1 and/or its third party licensors and any Intellectual Property Rights created or arising in connection with this Agreement shall automatically and immediately upon creation vest in Solution1 and/or its third party licensors.
- 7.2 Nothing in this Agreement shall be deemed or construed as an assignment by Solution1 to the Customer of any Intellectual Property Rights which are the property of Solution1 and/or third party licensors.
- 7.3 The Customer shall not dispute or challenge Solution1's or its third party licensors ownership, title or other rights in or to the Supported Equipment and/or Client Software.
- 7.4 Customer will comply with the Client Software Licence and shall fully indemnify Solution 1 in respect of all costs, losses, charges and expenses Solution 1 incurs due to Customer's breach of this provision.

8. **SUSPENSION OF SERVICES**

- 8.1 In addition to Solution1's right to suspend the Services pursuant to Clause 5.8, Solution1 may after ten (10) Business Days from the date of notifying the Customer in writing of its intention to do so suspend provision of the Services (except where this is not possible under Clause 8 .1.1 under the applicable law) where:
- 8.1.1 Solution1 is obliged to comply with an order, instruction or request of the Government, a regulatory authority, an emergency services organisation or any other competent administrative authority; and/or
- 8.1.2 the Customer is in material and/or persistent breach of this Agreement and such breaches are not remediable or, if such breaches are remediable, it has failed to remedy within fourteen (14) days of receiving written notification requiring it to do so.
- 8.2 With respect to Clause 8.1.2, where Solution1 has agreed that suspension may be ceased, it shall be entitled to charge the Customer a reasonable fee for any reconnection of the Services and/or Supported Equipment.
- 8.3 Any exercise of Solution1's right to suspend or disable the Services and/or Equipment due to an event referred to in Clauses 5.8 and 8 shall be without prejudice to any other rights Solution1 has under the applicable law.

9. **LIMITATION OF LIABILITY**

- 9.1 Solution1 does not accept any responsibility for the content, approval, issue or transmission of any material or content (including but not limited to Customer Data and Personal Data) made available on the Internet or otherwise which can be accessed using the Services.
- 9.2 Solution1 shall not be liable either in contract, tort (including negligence) or otherwise for the acts or omissions of a Network Operator, any software or systems provider, or any other third party.
- 9.3 Solution1 shall not be liable for any failure to meet Service Levels to the extent that such failure is caused by either an act or omission of the Customer, or its agents or sub-contractors.
- 9.4 Neither Party shall be liable to the other for any claim whether based in contract, tort (including negligence), breach of statutory duty for any loss of profits, loss of revenue, loss of business, loss of contracts, loss of anticipated savings or loss of data or for any indirect or consequential losses regardless of whether such losses were contemplated by Solution1 or the Customer.
- 9.5 Subject to Clauses 9.7, 9.8 and 9.9, Solution 1's total aggregate liability to the Customer for any single event or a series of connected events arising in a claim(s) whether based in contract, tort (negligence), breach of statutory duty in connection with this Agreement shall be limited to a total aggregate liability of one hundred thousand

pounds sterling (£100,000), in the twelve (12) month period immediately preceding the date of the event giving rise to the claim.

- 9.6 The Customer's liability to pay the Charges and the Early Termination Fee and any interest is expressly excluded from the limitation of liabilities set out in this Clause 9.
- 9.7 Neither Party excludes or limits its liability to the other for any liability which cannot be excluded or limited by law, including for the tort of deceit or death, or personal injury arising out of negligence and Customer's breach of the Client Software Licence in accordance with Clause 7.4 herein.
- 9.8 Each Party shall indemnify the other against any damage to property to the extent caused by its or its sub-contractors negligence, provided it is immediately notified of any claim by the other Party and has full power to negotiate and settle any claims and such Party's total liability under this Clause 10.8 is limited to two hundred thousand pounds sterling (£200,000).
- 9.9 Each provision of this Clause 9 is to be construed as a separate limitation which survives even if any other provision is held to be inapplicable in any circumstances for any reason.
- 9.10 Customer's sole remedies for Solution1's non-performance or other liability of any kind arising hereunder, whether in contract or in tort, are limited to the express remedies provided herein.

10. **TERM AND TERMINATION**

- 10.1 This Agreement shall take effect on the Effective Date and shall, subject to the provisions below in this Clause 10, continue to apply during the Minimum Period, and thereafter will automatically renew for subsequent one (1) year periods ("Subsequent Period") until terminated by either Party giving to the other Party prior written notice of not less than three (3) months to take effect at the end of either the Minimum Period or any Subsequent Period..
- 10.2 Solution1 may terminate the Services without liability in the event of the Network Operator being unable to provide the requisite line to facilitate supply of the Connectivity Services or Hosted Services.
- 10.3 Solution1 may terminate this Agreement forthwith if all or part of any Charges due to Solution1 under this Agreement is overdue by a further period of thirty (30) Business Days or more in addition to the seven (7) Business Day period provided in Clause 5.8.
- 10.4 Either Party may, at any time, immediately terminate this Agreement by written notice if:
 - 10.4.1 the other makes any voluntary arrangement with its creditors, enters into administration, becomes bankrupt (being an individual or firm), goes into liquidation (being a company), is deemed under Section 123 of the Insolvency Act 1986 to be unable to pay its debts or is dissolved;
 - 10.4.2 an encumbrant takes possession, or a receiver or administrative receiver is appointed, of any of the property or assets of the other;
 - 10.4.3 the other Party threatens to cease to carry on business;
 - 10.4.4 the other Party is affected by a Force Majeure Event (see Clause 14) for a period of three (3) months or more; or
 - 10.4.5 the other Party is in material breach of any of its obligations under this Agreement which is not remediable, or if remediable, it has failed to remedy within fourteen (14) Business Days of receiving written notice requiring it to do so. In case of such breach by the Customer, Solution1 may, until the breach is remedied, suspend the Service(s).

Consequences of Termination

- 10.5 Upon expiration of this Agreement or termination by either party pursuant to the provisions set forth in this Clause 10, the Customer shall:
 - 10.5.1 immediately stop using the relevant Services; and
 - 10.5.2 allow Solution1 and/or any third parties acting on Solution1's behalf to enter any Site during normal Working Hours to remove any Solution Equipment and Supported Equipment provided by Solution1 in the provision of the Service(s); and
 - 10.5.3 pay all Charges due under the relevant Order(s) for the provision of the Services until the end of the Minimum and/or Subsequent Period as appropriate; and
 - 10.5.4 pay all invoices due and outstanding as issued by Solution1 in accordance with Clause 5 herein.

10.5.3 with the exception of termination by Customer for a material breach caused by Solution1, if any part of the Services(s) are terminated by the Customer in accordance with this Clause 10, the Customer shall pay on demand the relevant Early Termination Fee; and

10.5.4 the Customer shall comply with its obligations in respect of intellectual property rights pursuant to Clause 7.

11. INTERNET USE, SECURITY AND DATA PROTECTION

11.1 Each Party shall comply with its respective obligations under applicable data protection legislation and regulations, including the Data Protection Act 1988.

11.2 Customer will ensure, that any materials received by Customer and provided to Solution1 will not infringe any laws or the rights of others and will ensure its compliance with the Security Policy.

11.3 Customer hereby warrants that all consents, authorisations, permissions, registrations and notifications required by applicable data protection and privacy legislation has been procured or will be procured in respect of Solution 1's processing of any personal data of the Customer, its employees or any relevant third parties, in relation to Solution 1's performance of its obligations under this Agreement.

12. CUSTOMER'S DATA

12.1 Solution 1 will not disclose Customer's Data which is held by us as part of the Hosted Services to any third party or as mandated by law or use it except as permitted by you.

12.2 Solution 1 will supply Customer with an electronic copy of the Customer Data which is held by us as part of the Hosted Services after termination of this Agreement and following the payment by you of the Archive Charge.

12.3 Solution 1 will destroy all of the Customer Data held by Solution 1 on the earliest of (i) receipt of your written notice to do so, or (ii) within 14 days of the termination of this Agreement.

12.4 Solution 1 may retain some of the Customer Data or information in connection with this Agreement where and to the extent that we are obliged to do so by law.

13. CONFIDENTIALITY

13.1 Each Party shall ensure, all relevant employees, agents and sub-contractors shall ensure, that all data and information relating to the other Party's business or technical know-how ("Information") is recognised as being of a sensitive nature and as such shall be treated as secret and confidential and that where such Information is provided to or acquired by the first Party, its employees, agents or sub-contractors ("Receiving Party") under the Agreement, the Information will at all times be treated as confidential; be used solely for the purposes of the Agreement and not for any other purpose; only be disclosed to those of its employees, agents or sub-contracts who need to have it strictly in order to perform obligations under the Agreement; and not be disclosed to any third party without the prior written consent of the other Party.

13.2 All Information shall be kept confidential unless, it was already lawfully known or became lawfully known to the Receiving Party independently of its involvement in the Agreement; it is or becomes within the public domain other than due to any wrongful disclosure by the Receiving Party; use or disclosure of it is necessary for the proper and effective performance or the lawful exercise of the receiving Party's rights under the Agreement; and disclosure of it is required by a person or body having a legal right, duty or obligation to have access to it and then only in pursuance of such legal right, duty or obligation

14. FORCE MAJEURE

14.1 Both Parties are excused from responsibility and liability (with the exception of payment) for failures due to causes beyond our reasonable control, or those of our suppliers, including but not limited to acts of God, severe weather, industrial disputes, failure or shortage of power supplies, lightning, fire, acts or omissions of governments or telecommunication operators, war or civil disorder, or computer viruses after having taken all reasonable measures to prevent these.

15. WARRANTY

15.1 Each Party warrants, represents and undertakes that it has full power and authority to enter into, perform and observe its obligations under this Agreement.

15.2 Solution1 shall exercise all reasonable skill and care in the provision of the Services and shall comply with any relevant regulatory requirements which may be necessary in respect of its provision of the Services and/or

Supported Equipment. Solution1 shall have no liability regarding the Services and/or the Supported Equipment outside of the scope of this warranty or except as otherwise provided in this Agreement.

- 15.3 Customer acknowledges that the Client Software cannot be tested in every possible permutation, and Solution 1 cannot warrant that it will be free from all defects or that its use will be uninterrupted.
- 15.4 To the extent permitted by law, the express warranties in this Agreement given by both Parties are in substitution for all other terms, conditions, warranties and representations (express or implied by statute or otherwise) and to the extent possible those terms, conditions, warranties and representations are expressly excluded with respect to the provision of Services and Supported Equipment by Solution1.

16. GENERAL CONDITIONS

- 16.1 This Agreement is the entire understanding of the Parties in respect of the subject matter and shall override all other terms and conditions in respect of the subject matter. Each Party acknowledges that it has not entered into this Agreement relying on any representations made by or on behalf of the other, other than those expressly set out in this Agreement.
- 16.2 This Agreement may only be varied by a written instrument signed by a duly authorised officer or other representative of each of the Parties.
- 16.3 If any provision of this Agreement is held to be unenforceable, the remainder of the provisions shall continue to have full force and effect.
- 16.4 The Parties agree that the provision of the Services under this Agreement is for the sole benefit of the Customer and expressly excludes the use of the Services by any third parties.
- 16.5 Where the Customer is a partnership, the partners shall be jointly and severally liable under this Agreement.
- 16.6 The Parties do not intend that any other third parties may enforce the terms of this Agreement.
- 16.7 Solution 1 may assign this Agreement upon written notice to the Customer.
- 16.8 If either Party delays in acting upon a breach of this Agreement, that delay shall not be regarded as a waiver of that breach. If either Party waives a breach of this Agreement, that waiver is limited to that particular breach and that waiver shall only be effective if expressed in writing.
- 16.9 At any time after the Effective Date, Customer hereby agrees to the use by Solution1 of the Customer's logo for the purposes of general marketing activities to include but not be limited to: a) use of Customer's logo on Solution1's website and b) use of Customer's name as a reference, including without limitation, use of Customer's name in press releases and on other promotional materials.
- 16.10 This Agreement shall be governed by and construed in accordance with the laws of England, and the parties submit to the exclusive jurisdiction of the English Courts.