

Consultancy Services Agreement

These terms of business (the "Agreement") were last updated on 15TH April 2020.

INTRODUCTION

The aim of this Agreement is to set out some important details about the basis on which **Assimil8 (Company number 05964802)** whose registered office is located at 30 Nelson Street, Leicester, LE1 7BA ("Assimil8", "We", or "Us") propose to provide our services to you, our client (the "Client", "You") and how You can Support us to do the best job possible for You.

This is an important document – especially if You might become unhappy with Assimil8 Consultancy Services in any way – and we recommend that you keep it for future reference.

Unless we agree otherwise, the terms that are set out in this Agreement form the basis of the contract between Assimil8 and the Client on this occasion and in any future work that we do for you and are supplemented by the following Assimil8 documentation, which can be found at <https://assimil8.com/legal/>:

- 1) [Website Terms of Use](#)
- 2) [Privacy Policy](#)
- 3) [Master Support Agreement](#) for the provision of support services by Assimil8

These terms can only be varied in writing by Assimil8, who may from time to time in its sole discretion upon 5 Business Days' written notice to Client, make any such amendments in its sole discretion on a non-discriminatory basis. If Client does not agree to such amendments, Client's sole recourse will be to terminate this Agreement in accordance with clause 7.3 (Client Termination for Convenience).

This Agreement is entirely separate to any agreements with any third parties, including software licence terms in any End User Licence Agreement governing the use of software by the Client.

BACKGROUND

The Client requires certain advice and skills in relation to their software implementation. Assimil8 provides such advice and skills and has agreed to provide these to the Client. The purpose of the Consultancy Services is to perform functions necessary to provide clients with

- (a) support related to the resolution of problems including remote and onsite support, and
- (b) technical expertise with regard to the use of standard software and solutions in place.

The Client has agreed to enter into this Agreement for the provision of Consultancy Services in accordance with the terms set out below.

IT IS AGREED AS FOLLOWS:

1. Definitions and Interpretation

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

"Agreement" means the agreement between the parties for the provision of Consultancy Services which is evidenced by this document and signed by both parties.

"Business Day" means any day which is not a Saturday, Sunday or bank or another public holiday in England and Wales.

"Charges" means the charges payable by the Client to Assimil8 for the Consultancy Services as more particularly described and detailed in the Statement of Work.

“Confidential Information” means information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the business, products, affairs and finances of either party for the time being confidential to that party and trade secrets including, without limitation, technical data and know-how relating to the business of that party or any of its business contacts.

“Consultancy Services” means the services to be provided by Assimil8 or any third party or agent to whom the services have been sub-contracted or delegated (as applicable) to the Client as described in the Statement of Work and in accordance with this Agreement.

“Excluded Loss” means any loss or damage arising as a result of any loss of profits, loss of revenue, damage to reputation, damage to goodwill, loss of business, loss of anticipated savings and any other consequential loss.

“Force Majeure” means any event which is beyond the reasonable control of either party whereby it is prevented from or delayed in the carrying on of its business including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, extreme weather conditions, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either Party’s workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials provided that, if the event in question continues for a continuous period in excess of 30 days, either party shall be entitled to give notice in writing to the other to terminate this Agreement.

“Data Protection Laws” means all applicable laws relating to the processing of Personal Data including, while it is in force and applicable to Customer Personal Data, the General Data Protection Regulation (Regulation (EU) 2016/679).

“Intellectual Property Rights” or “IPR” means patents, rights to inventions, copyright and related rights, topography rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in Confidential Information (including know-how and trade secrets) and any other intellectual property rights of a similar nature, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

“Personal Data” means personal data has to be information that relates to an individual. That individual must be identified or identifiable either directly or indirectly from one or more identifiers or from factors specific to the individual.

“Statement of Work” means the document (as amended or modified by the parties) containing the specific description of the Consultancy Services and other agreed terms of service to which this Agreement is attached as may be amended by the parties in writing from time to time.

“Term” means the period during which the Consultancy Services will be provided under this Agreement as specified in the Statement of Work, as amended by Clauses 7 and 8.

- 1.2 In this Agreement, unless the context requires otherwise:
 - 1.2.1 Any reference to a Clause or sub-Clause is to the relevant Clause or sub-clause in this Agreement;
 - 1.2.2 Clause headings are for convenience only and shall not affect the interpretation of this Agreement;
 - 1.2.3 Words denoting the singular include the plural and vice versa;
 - 1.2.4 Words denoting any gender include all genders;
 - 1.2.5 Any reference to “persons” includes companies and all other legal entities;
 - 1.2.6 Any Appendix to this Agreement is an integral part of this Agreement and any reference to this Agreement shall include a reference thereto;
 - 1.2.7 Any reference to a statute, statutory provision, subordinate legislation or code of practice shall be construed as referring to that statute, statutory provision, subordinate legislation or code of practice as amended, modified or re-enacted from time to time; and
 - 1.2.8 Words and phrases which are not defined in this Agreement but which are defined in the Companies Act 2006 or the Insolvency Act 1986 shall be construed as having those meanings.

2. Provision of the Consultancy Services

- 2.1 Assimil8 shall perform the Consultancy Services for the Client with reasonable skill and care in accordance with the Statement of Work and this Agreement. The Client must provide timely written notice of any failure to comply with this requirement so that Assimil8 may take corrective action.
- 2.2 The Consultancy Services shall be provided for the Term of this Agreement.
- 2.3 Assimil8 undertakes to ensure that the persons providing the Consultancy Services have the appropriate skills and qualifications to perform the Consultancy Services.
- 2.4 The dates for the performance of the Consultancy Services shall be agreed from time to time between the parties in accordance with the Statement of Work.
- 2.5 Assimil8 shall have in place at all times during the Term insurance policies with a reputable insurance provider sufficient to cover its liabilities under this Agreement. Evidence of compliance with this Clause will be provided by Assimil8 to the Client upon reasonable notice.
- 2.6 All documents, manuals, hardware and software provided for Assimil8's use by the Client, and any data or documents (including copies) produced, maintained or stored on the Client's computer systems or other electronic equipment, remain the property of the Client.
- 2.7 Please note that Assimil8 serves a global client base and although there could be alternative procedures for different countries or even for certain client sites. Unless otherwise specified in the Statement of Work, this Agreement offers the same service to all clients.
- 2.8 Assimil8 shall perform all Consultancy Services at locations approved in advance in writing by the Client. Assimil8 and each of its personnel shall be required to follow reasonable work rules established by the Client.
- 2.9 Either party may request modification of a Statement of Work by means of a written change request ("Change Request"). When a party submits a Change Request, Assimil8 shall promptly estimate the financial and scheduling impacts, if any, expected as a result of the proposed Change Request. The parties shall promptly meet to review the estimate and determine whether, and with what modifications, the Change Request would be mutually acceptable. Assimil8 may not unreasonably refuse to accept a Change Request initiated by the Client if the Client agrees to bear the financial and schedule impacts identified by Assimil8. If the parties agree to a Change Request, they shall attach it signed and dated to the applicable Work Order. If the parties are unable to agree within five Business Days after the Change Request is submitted, then the submitting party may either withdraw the Change Request or immediately terminate the Work Order by notice to the other party at the address for notice provided herein.

3. Charges

- 3.1 In the absence of terms specified in the Statement of Work to the contrary (in which case such terms will apply), Assimil8 will invoice the Client on the last Business Day of the month, the Charges in respect of the Consultancy Services performed by it during that month.
- 3.2 All invoices shall be paid by the Client within 30 days of the date of invoice by BACS or bank transfer to the nominated bank account of Assimil8. All Charges are exclusive of value added tax which (if applicable) shall be payable by the Client.
- 3.3 The failure to include a reference number or other code used by the Client shall not constitute a valid reason for non-payment by the Client.
- 3.4 The Client shall not be entitled to make any deduction from any amount due from it to Assimil8 nor shall the Client be entitled to exercise any right of set-off except that in the event that the Client has a bona fide dispute as to the amount of any invoice issued by Assimil8 which it has informed Assimil8 of in writing within fourteen days of the date of invoice, then the Client shall be entitled to withhold payment of the amount which it genuinely disputes only pending resolution of that dispute. Following resolution of such dispute, the Client shall pay to Assimil8 within seven days the full amount which it agrees or is ordered to pay including, if applicable, interest calculated in accordance with Clause 3.5.

- 3.5 Assimil8 reserves the right to claim interest pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 after as well as before judgment.
- 3.6 Assimil8 will reimburse the Client for any days not used in a project in the event the Client has made a pre-pay booking of lump sum days for this Statement of Work. Should the Client decide to discontinue Consultancy Services, for any reason, Assimil8 will reimburse the client for the prepay amount less any days consumed within the project.
- 3.7 Where the Client has requested a refund of any or all of the Charges, Assimil8 shall refund the requested amount or any portion thereof in its sole and absolute discretion, and subject to any corresponding refund provided by any third party software supplier(s).
- 3.8 Where the Consultancy Services are cancelled or lapse and are then reinstated, the provision of further Consultancy Services may be subject to a reinstatement fee established and specified to the Client by Assimil8 at the time of the reinstatement.
- 3.9 Client shall reimburse Assimil8 for its reasonable and necessary travel expense and other out-of-pocket expenses as specified in the applicable Statement of Work.
- 3.10 Credit is equal to one hour of support.

4. Provision of Client Information

- 4.1 The Client shall provide Assimil8 with all such information as may be reasonably requested by Assimil8 in whatever format reasonably requested by Assimil8 ("Project Materials"). All such information must be supplied by the Client to Assimil8 at least one Business Day prior to the commencement by Assimil8 of the performance of the Consultancy Services.
- 4.2 If, as a result of the information provided by the Client pursuant to Clause 4.1, Assimil8 is of the reasonable opinion that the project in respect of which the Consultancy Services are to be provided cannot be completed in accordance with the terms of the Agreement due to issues which cannot be resolved prior to the commencement of the provision of the Consultancy Services, then it will notify the Client accordingly and of what needs to be done prior to commencement of the Consultancy Services. The Client shall indemnify Assimil8 against any reasonable costs or expenses that it may incur as a result of any delay to the commencement date of the project or, if in the reasonable opinion of Assimil8, the Consultancy Services cannot be completed then the Client shall reimburse Assimil8 for all Charges incurred up to the date of cancellation plus a cancellation fee of 25% of the Charges set out in the Statement of Work for the Consultancy Services for the remainder of the unexpired Term. The Client shall provide Assimil8 with all such access to any premises, staff or equipment of the Client which Assimil8 reasonably requires to enable it to perform the Consultancy Services.
- 4.3. The Client hereby grants to Assimil8 a royalty-free, non-sublicensable, non-transferable (except as provided in the general assignment provision of the Agreement), non-exclusive, worldwide license to use, make, copy and create derivative works of the Project Materials solely for the purpose of providing the Consultancy Services.
- 4.4. The Client acknowledges and agrees that Assimil8's performance of the Consultancy Services is contingent on the Client's timely delivery of, or provision of access to, the Project Materials provided by the Client. Any scheduling or financial impacts caused by the Client's failure to deliver or provide access to such materials or technology will be treated as a Change Request.

5. Intellectual Property Rights

- 5.1 The IPR in any method of working developed by Assimil8 when undertaking work for the Client shall belong to Assimil8 absolutely and the Client shall not be able to claim any entitlement thereto. To the extent permitted by law, all Intellectual Property Rights in the underlying work product developed by Assimil8 during the course of performing the Consultancy Services (the "Relevant IPRs") shall belong to Assimil8.
- 5.2 The Client is hereby granted a personal non-transferable, non-exclusive, revocable license to use any material produced by Assimil8 during the course of the Consultancy Services for the Client for its own internal purposes.

6. Confidential information

- 6.1. Neither party shall, except as expressly authorised in writing by the other party, disclose, publish or otherwise reveal to any person, persons or companies any Confidential Information of the other which may come to that party's knowledge during the term of this Agreement and surviving expiration or termination of this Agreement for up to three (3) years after disclosure of the Confidential Information. Both parties shall keep with complete secrecy, for disclosure only to its employees, agents or representatives who need to know such information or to the other party all Confidential Information entrusted to or howsoever obtained by that party. Neither party shall use or attempt to use any such information in any manner which may injure or cause loss either directly or indirectly to the other party. This restriction shall continue to apply after the termination of this Agreement without limit in point of time but shall cease to apply to information or knowledge which shall have come within the public domain or which is required to be disclosed pursuant to any judgement or order of any court or tribunal which has jurisdiction over this Agreement or information which either party can prove was known to them prior to the date of this Agreement.
- 6.2. Both parties shall ensure that all of its employees, agents or representatives involved in the performance of the Consultancy Services, this Agreement or who have access to Confidential Information are bound by restrictions of confidentiality no less restrictive than those in this Agreement. Both parties shall use commercially reasonable efforts, not less than the diligence it would use in protecting its own Confidential Information, to protect the Confidential Information, for example by enforcement of confidentiality restrictions.

7. Termination and Cancellation

- 7.1. Without prejudice to its other rights or remedies, either party shall be entitled to terminate the Agreement prior to the expiry of the Term by serving written notice of termination on the other in the event that the other party:
 - 7.1.1. commits any material breach of any of the provisions of this Agreement and in the case of a breach capable of remedy fails to remedy the same within 30 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied; or
 - 7.1.2. has an encumbrancer take possession of, or is appointed over, any of the property or assets of that other party;
 - 7.1.3. makes any voluntary arrangements with its creditors or a receiver is appointed or becomes subject to an administration order;
 - 7.1.4. goes into liquidation (except for purposes of amalgamation or reconstruction in such manner that the body resulting from such reconstruction or amalgamation effectively agrees to be bound by or assume the obligations imposed on such other party under this Agreement);
 - 7.1.5. becomes or is declared bankrupt;
 - 7.1.6. anything analogous to anything contained in Clauses 7.1.2 to 7.1.5 above under the law of any jurisdiction occurs in relation to that other party
- 7.2. Without prejudice to its other rights or remedies, Assimil8 shall be entitled, at its discretion, to suspend the provision of its Consultancy Services and/or terminate this Agreement in the event that the Client fails to pay any invoice within 30 days of its due date (to the extent that the Client has not disputed it in accordance with Clause 3.4 within fourteen days of its due date).
- 7.3. Without prejudice to the provisions of Clause 7.1, prior to the expiry of the Term, the Client may only cancel the Consultancy Services by providing Assimil8 with 3 months' notice in writing. In the event the Client cancels the Agreement it shall be liable to pay the Charges incurred and due by the Client to Assimil8 up to the date of the cancellation of the Agreement in accordance with and as detailed in the Statement of Work plus a cancellation fee equal to the greater of (i) 25% of the Charges set out in the Statement of Work for the remainder of the unexpired Term and (ii) 25% of the Charges which Assimil8 would have been entitled to charge for days which have been already reserved for the Client.

- 7.4 For the avoidance of doubt, Client shall not be entitled to any refunds of any fees due or paid hereunder, including, without limitation, for any unused period of the Subscription & Support of the Programs which shall be in the sole discretion of Assimil8.
- 7.5 Termination of this Agreement howsoever caused shall not affect the validity or enforceability of any term of this Agreement which expressly or by implication is intended to survive termination.
- 7.6. At the request of the Client, Assimil8 shall deliver to the Client all Confidential Information of the Client and any other property of the Client, which is in its possession or under its direct control at the time of termination, subject to any continuing rights or licenses hereunder.
- 7.7. Unless otherwise specified in this Agreement, upon the termination any partially executed order forms or orders which remain unsigned by either party shall be null and void.

8. Renewal and Reinstatement

- 8.1 Subject to Clause 7, where the Consultancy Services are agreed to be provided for a fixed term of 12 months or longer, Client may renew the Consultancy Services for an additional consecutive period of a minimum of 12 months. The Charges for such consecutive period are as specified herein and in the Statement of Work.
- 8.2 Where a third-party supplier or provider of services ("Third Party Provider") revokes or terminates access to its program or software for any reason, Assimil8 will no longer be able to provide the Consultancy Services in the same manner from that date onwards. In such cases, the Client will only be permitted to renew the Consultancy Services in the sole discretion of Assimil8.

9. Limitation of Liability

- 9.1. Each party's entire cumulative liability to the other party for all claims in the aggregate arising from the provision of the Consultancy Services or otherwise under this Agreement shall be limited to the amount of any actual direct damages incurred in reasonable reliance in an amount not exceeding for any given claim 12 months' Charges paid or payable under this Agreement during the 12-month period immediately preceding the most recent event giving rise to the liability. In no circumstances will either party be held liable for Excluded Loss other than where this is expressly stated in this Agreement and the existence of more than one claim will not enlarge this limit.
- 9.2. In the event that the provision of Consultancy Services is terminated by Assimil8 prior to the expiry of the Term by reason of breach or default by the Client or if the Client purports to terminate the provision of the Consultancy Services in breach of this Agreement, then the provisions of Clause 8.1 shall not act so as to prevent Assimil8 from recovering from the Client any Charges incurred and due by the Client to Assimil8 up to the date of termination of the Agreement.
- 9.3. Nothing in this Agreement shall limit or exclude the liability of either party in respect of: (a) either fraud or fraudulent misrepresentation, (b) death or personal injury arising from its negligence or the negligence of its employees, agents or contractors, (c) any breach of Clause 3 (Charges), (d) any breach of Clause 6 (Confidential Information), (e) payments arising from obligations owed to third parties.
- 9.4. To the extent permitted by law, neither party will be liable to the other or any third party for any special, punitive, multiple, incidental, consequential, exemplary, or other indirect damages, or for damages relating to: (a) loss or inaccuracy of, or damage to, data, (b) lost revenue or profits, (c) loss of business, (d) damage to goodwill, (e) work stoppage, (f) impairment of other assets, or (g) indirect damages of any type however caused and without regard to the legal theory under which they are sought, whether by breach of warranty, breach of contract, in tort (including negligence), or any other legal or equitable cause of action, foreseeable or not, and without regard to whether a party has been advised such damages are possible.
- 9.5. Notwithstanding the foregoing, Assimil8 will have no obligation or liability to Client to the extent arising in whole or in part from: (a) any Consultancy Services for the installation of software that: (i) is or was modified in accordance with a Client's written specifications or instructions, and such Client specifications or instructions are the source of the alleged infringement; (ii) was modified by any party other than Assimil8 (including by the Client), if the alleged infringement

relates to such modification; (iii) is or was combined or integrated with other products (hardware or software), processes, or materials (including other products provided by Client or any third party) where the alleged infringement relates to, and would not have arisen but for, such combination; or (iv) is an unsupported version of any software; or (b) a Client's continued use of the software after expiration or termination of the corresponding Order Form with Assimil8 or a supplier, continued use of the software after expiration or termination of this Agreement (or continued use by a Client of the original software after Assimil8's or a supplier's provision of a replacement software.

10. Force Majeure

No failure or omission by either party to perform or to carry out its obligations in accordance with this Agreement (other than in respect of any obligation to pay for the Consultancy Services) shall give rise to any claim by the other or be deemed a breach of the Agreement if such failure or omission results directly from an event of Force Majeure.

11. Sub-Contracting

- 11.1. The Client consents to Assimil8 having the right to sub-contract or delegate any part of the provision of the Consultancy Services under this Agreement to a third party or agent subject to the fulfilment of the following conditions: –
 - 11.1.1. Assimil8 obtaining the Client's approval, not to be unreasonably withheld or delayed, to the third party or agent prior to sub-contracting or delegating any of its obligations or any part of the provision of the Consultancy Services under this Agreement;
 - 11.1.2. Assimil8 taking all reasonable steps to ensure that any third party or agent to whom any part of the provision of the Consultancy Services under this Agreement has been sub-contracted or delegated complies with all the obligations, commitments, warranties, undertakings and provisions of this Agreement including, but not limited to, performing the Consultancy Services for the Client with the same level of skill and care as used by Assimil8;
 - 11.1.3. Any representations or warranties offered by a sub-contractor are for its own products and services; sub-contractors shall not make (and shall not allow its shareholders, directors, officers, employees, or agents of sub-contractors to make) representations or warranties on behalf of Assimil8 or suppliers to Assimil8; and
 - 11.1.4. Subject to the limitations set out in Clause 9.1, Assimil8 accepting responsibility for the performance of the Consultancy Services by the third party or agent to whom any part of the provision of the Consultancy Services under this Agreement has been sub-contracted or delegated. Subject to the limitations set out in Clause 9.1, Assimil8 agrees to indemnify the Client against all losses, claims and demands suffered by the Client as a result of a third party or agent failing to comply with any provision of this Agreement or failing to provide to the Client any of the Consultancy Services which have been sub-contracted or delegated.

12. Non-Solicitation

- 12.1. Neither party shall during the Term of this Agreement and for a period of 12 months thereafter solicit or attempt to solicit either directly or indirectly through a third party or otherwise any employee, sub-contractor, representative or agent of the other party where such person was directly involved in the provision of the Consultancy Services. "Solicit" in this context shall not include general solicitations such as advertisements in newspapers, trade publications or on the internet.
- 12.2. In the event of a breach of this Clause 12 and as a measure of its damages, the non-defaulting party shall be entitled to charge 25% of the daily charge out rate (or 25% of the relevant salary) which it would have been entitled to charge for the relevant person for a period of 6 months following such breach.

13. Notices

- 13.1 Any notice or other communication to be given under these Terms and Conditions shall be in writing (addressed to the Company Secretary of either party), shall be deemed to have been duly served on, given to or made in relation to a party if it is left at the address of that party detailed at the beginning of this Agreement or if posted by pre-paid first class post addressed to that party at such address and shall if:
- 13.1.1 personally delivered, be deemed to have been received at the time of delivery; or
 - 13.1.2 posted to an inland address in the United Kingdom, be deemed to have been received on the second Business Day after the date of posting and if posted to an overseas address, be deemed to have been received on the fifth Business Day after the date of posting. PROVIDED that where, in the case of delivery by hand, delivery occurs after 4.00 pm on a Business Day or on a day which is not a Business Day, receipt shall be deemed to occur at 9.00 am on the next following Business Day.
- 13.2 Either party may notify the other party in writing from time to time of a change in its authorised address in accordance with the requirements of that Clause 13.1.

14. Miscellaneous

- 14.1 This Agreement and the documents referred to in it contain the entire agreement and understanding of the parties and supersedes all prior arrangements and understandings (both oral and written) relating to the subject matter of this Agreement (including, but not limited to, any proposals submitted to the Client by Assimil8). In the event of a conflict between this Agreement and any other terms and conditions produced or referred to by either party this Agreement shall prevail.
- 14.2 Neither party has relied upon any warranty or representation except as expressly provided for or referred to in these Terms and Conditions. All warranties, conditions, terms and representations, express or implied (whether by law, statute or otherwise) if not expressly incorporated into these Terms and Conditions are excluded to the fullest extent permitted by law.
- 14.3 Nothing in these Terms and Conditions is intended to nor shall it create any partnership, joint venture, agency or relationship of employer or employee, the parties being with respect to each other independent contractors.
- 14.4 Subject to Clause 11, neither party will have the right to assign or novate its rights and / or responsibilities under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed. For the avoidance of doubt, the party will not be deemed to have acted "unreasonably" for the purposes of this Clause 14.4 should it decline to consent to an assignment and/or novation to a person who is not of an equivalent financial standing or creditworthiness as the Client or Assimil8 as applicable.
- 14.5 Each right or remedy of either party under this Agreement is without prejudice to any other right or remedy of either party whether under this Agreement or otherwise.
- 14.6 If any clause, covenant or provision of the Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Agreement and the remainder of such provision shall continue in full force and effect.
- 14.7 Failure or delay by either party in enforcing or partially enforcing any provision of the Agreement will not be construed as a waiver of any of its rights under the Agreement. Any waiver by either party of any breach of, or any default under, any provision of the Agreement by the other party will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Agreement.
- 14.8 No variation, supplement, deletion or replacement of or from this Agreement (or any document referred to in it) shall be effective unless and until made in writing and signed by or on the behalf of the Client and a Director of Assimil8.

- 14.9 It is intended that the undertakings and obligations of the parties herein are taken by each party for its own benefit and also for the benefit of its affiliates and representatives and are intended to be enforceable by such parties by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 14.10 Any representations or warranties offered by Client to any party will be for its own products and services.
- 14.11 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the other with the original of such counterpart as soon as reasonably possible thereafter.
- 14.12 The Agreement shall be governed and construed in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.

15. Data Processing Protection

- 15.1 The Client hereby represents and warrants, under its own responsibility that no Personal Data subject to Data Protection Laws are or will be processed by Assimil8 as a Processor on behalf of the Client as part of the provision of the Consultancy Services.
- 15.2 The Client shall communicate to Assimil8 in writing, without undue delay, any anticipated change affecting Client's representation and warranty in Section 15.1 above. Subject to any other data processing terms to the contrary agreed by the parties, Assimil8's Data Processing Policy will govern all data processing activities by Assimil8, and shall amend this Agreement, as is reasonably required (1) to reflect the parties' obligations and risks under Data Protection Laws and (2) for Assimil8 to provide the Consultancy Services in a manner that allows Client and Assimil8 to comply with their respective obligations under Data Protection Laws prior to the change affecting Client's representation and warranty in Section 15.1, above.
- 15.3. The Client agrees to assist Assimil8 in any request or procedure by a national data protection supervisory authority, or in any lawsuit, relating to the processing of any Personal Data covered by the representation and warranty in Section 15.1, above.
- 15.4. Furthermore, the Client shall indemnify Assimil8 for any cost, charge, damages, expenses or loss arising from Client's noncompliance with Section 15.1 and 15.2, above.