

# Matter of Focus TERMS OF BUSINESS

## 1. Definitions and interpretation

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1.1. In the Contract the following terms shall have the meanings set out below:

"Authorised Users"	those employees, agents and independent contractors of the Client who are authorised by the Client to use the Software;
"Business Day"	a day other than a Saturday, Sunday or public holiday in Scotland, when banks are open for business;
"Charges"	the Software Subscription Fee and the Consultancy Fee;
"Client"	the client to whom the Statement of Work or Software Subscription Renewal Agreement (as applicable) is addressed;
"Client Materials"	all materials, equipment and tools, drawings, specifications and data supplied by or on behalf of the Client to Matter of Focus;
"Confidential Information"	all information designated as confidential by a party in writing together with all other information of a confidential nature, in whatever form, which relates to the business, financial affairs, products, developments, trade secrets, know-how, technology, personnel, customers and suppliers of either party or any other information which may reasonably be regarded as the Confidential Information of the party disclosing it;
"Consultancy Fee"	the consultancy fee payable by the Client for the supply of the Services by Matter of Focus, as set out in the Statement of Work;
"Contract"	these Terms of Business, the Statement of Work or Software Subscription Renewal Agreement (as applicable) and any other document referred to and expressly incorporated into the contract;
"Data Protection Laws"	means all applicable legislation and regulations relating to the processing of personal data and privacy including (without limitation) the Data Protection Act 2018 and any regulations or instruments enacted under that Act, the European Union General Data Protection Regulation and the

	Privacy and Electronic Communications (EC Directive) Regulations 2003 or any amendments and/or re-enactments of any of the foregoing;
"Deliverables"	all documents, products and materials developed by Matter of Focus or its agents, subcontractors and personnel as part of or in relation to the Services in any form, including without limitation computer programs, data, reports and specifications (including drafts) set out in the Statement of Work;
"Effective Date"	the earlier of (i) the Services Start Date, (ii) the Software Start Date and (iii) the last date of signature of the Statement of Work;
"Intellectual Property Rights"	means any patents, trade marks, registered designs or applications therefor, copyright, unregistered design right, database right or semiconductor topography right, rights in and to trade or business names, know-how or confidential information, and any similar or analogous rights or forms of protection in any part of the world;
"Matter of Focus"	Matter of Focus Ltd, registered in Scotland under company number SC566111 and having its registered office address at 2a Hopetoun Street, Edinburgh EH7 4ND;
"Matter of Focus IPRs"	all Intellectual Property Rights subsisting in the Deliverables excluding any Client Materials incorporated in them;
"Services"	the consultancy services and training, including any Deliverables, to be provided by Matter of Focus pursuant to the Contract, as described in the Statement of Work and as may be agreed between the parties in writing from time to time;
"Services Start Date"	the day on which Matter of Focus is to start supplying the Services, as set out in the Statement of Work;
"Software"	the OutNav software more particularly described in the Statement of Work or Software Subscription Renewal Agreement (as applicable);
"Software Start Date"	the day on which Matter of Focus is to start or continue (as applicable) providing access to and

	use of the Software, as set out in the Statement of Work or Software Subscription Renewal Agreement (as applicable);
"Software Subscription Fee"	the subscription fee in respect of the Software payable by the Client for use of the Software, as set out in the Statement of Work or Software Subscription Renewal Agreement (as applicable);
"Software Subscription Renewal Agreement"	any software subscription renewal agreement signed by both parties to extend a Client's entitlement to access and use the Software, detailing, amongst other things, the period for which the Client shall be entitled to access and use the Software and the Software Subscription Fee;
"Statement of Work"	the statement of work signed by both parties detailing, amongst other things, the Services, the Charges and the Term, as amended by the written agreement of the parties from time to time;
"Term"	has the meaning given in clause 2;
"Terms of Business"	Matter of Focus terms of business.

1.2. In the Contract:

- 1.2.1. a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision includes any subordinate legislation made from time to time under that statute or statutory provision;
- 1.2.2. references to clauses and the Schedule are to clauses and the Schedules of these Terms of Business.
- 1.2.3. the Schedule forms part of these Terms of Business and has the same force and effect as if set out in the body of these Terms of Business.
- 1.2.4. any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- 1.2.5. the clause headings are for reference only and shall not affect the construction or interpretation of the Contract; and
- 1.2.6. a reference to writing or written excludes email.

1.3. If there is any conflict between the clauses of these Terms of Business, the Schedule, the Statement of Work, a Software Subscription Renewal Agreement and/or any other documents referred to and expressly incorporated into the Contract, the conflict shall be resolved in accordance with the following order of precedence:

- 1.3.1. a Software Subscription Renewal Agreement;
- 1.3.2. the Statement of Work;

- 1.3.3. the Schedule;
- 1.3.4. the clauses of these Terms of Business; and
- 1.3.5. any other document referred to and expressly incorporated into the Contract.

## **2. Commencement and term**

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The Contract shall commence on the Effective Date and shall continue, unless terminated earlier in accordance with clause 8.1.2, for the period of time set out in the Statement of Work or Software Subscription Renewal Agreement (as applicable) (the "Term").

## **3. Use of Software**

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- 3.1. Where the Statement of Work or a Software Subscription Renewal Agreement specifies that Matter of Focus will provide the Client with access to and use of the Software, Matter of Focus hereby grants to the Client a non-exclusive, non-transferable, non-sub-licensable right to permit the Authorised Users to use the Software from the Software Start Date during the remainder of the Term solely for the Client's internal business operations.
- 3.2. The Software shall be made available by Matter of Focus subject to any unavailability caused by circumstances beyond Matter of Focus' reasonable control, including any Force Majeure Event and any computer, communications, internet service or hosting facility failures or delays involving hardware, software, power or other systems not within Matter of Focus' possession or reasonable control, and denial of service attacks. The Software may be temporarily limited, interrupted or curtailed due to maintenance, repair, modifications, upgrades or relocation. Matter of Focus shall attempt to notify the Client of scheduled and unscheduled interruptions to use of the Software that are expected to last more than one Business Day and that may affect use of the Software. Matter of Focus shall be entitled to change the Software during the Term provided that Matter of Focus will not materially reduce the functionality provided by the Software.
- 3.3. In relation to the Authorised Users, the Client undertakes that:
  - 3.3.1. each Authorised User shall keep secure any password or login details used to access the Software;
  - 3.3.2. each Authorised User shall comply with Matter of Focus' Information Governance Policy as set out in the Schedule to these Terms of Business and as updated by Matter of Focus from time to time;
  - 3.3.3. authority given by the Client to an Authorised User to use the Software shall cease and access permissions granted to each Authorised User shall be removed by the Client at such time as the Client ceases to employ or engage that person in its business;
  - 3.3.4. it shall permit Matter of Focus or Matter of Focus' designated auditor to audit the Software to determine compliance with the Contract. Each such audit may be conducted no more than once per quarter, at Matter of Focus' expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Client's normal conduct of business;
  - 3.3.5. if any of the audits referred to in clause 3.3.4 reveal that the Client has underpaid the Software Subscription Fee to Matter of Focus, then without prejudice to

Matter of Focus' other rights, the Client shall pay to Matter of Focus a pro rata amount for such underpayment as calculated in accordance with the prices set out in the Statement of Work or Software Subscription Renewal Agreement (as applicable) within 30 days of the date of the relevant audit;

- 3.3.6. it shall comply with any restrictions regarding use of the Software that may be specified in the Statement of Work or Software Subscription Renewal Agreement (as applicable).
- 3.4. The Client shall not access, store, distribute or transmit any viruses, or any material during the course of its use of the Software that: is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; promotes unlawful violence; is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or is otherwise illegal or causes damage or injury to any person or property, and Matter of Focus reserves the right, without liability to the Client or prejudice to its other rights, to disable the Client's access to any material that breaches the provisions of this clause.
- 3.5. The Client shall not:
  - 3.5.1. except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under the Contract:
    - (i). attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software in any form or media or by any means; or
    - (ii). attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
  - 3.5.2. access all or any part of the Software in order to build a product or service which competes with the Software; or
  - 3.5.3. use the Software to provide services to third parties; or
  - 3.5.4. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Software available to any third party except the Authorised Users, or
  - 3.5.5. attempt to obtain, or assist third parties in obtaining, access to the Software, other than as provided under this clause.
- 3.6. The Client shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Software and, in the event of any such unauthorised access or use, promptly notify Matter of Focus.

#### **4. Supply of Services**

- 4.1. Where the Statement of Work specifies that Matter of Focus will provide the Client with the Services, Matter of Focus shall supply the Services to the Client from the Services Start Date for the remainder of the Term in accordance with the provisions of the Contract.
- 4.2. In supplying the Services, Matter of Focus shall:
  - 4.2.1. perform the Services with reasonable care and skill;



- 4.2.2. use reasonable endeavours to perform the Services in accordance with the service description set out in the Statement of Work;
- 4.2.3. ensure that the Deliverables, and all goods, materials, standards and techniques used in providing the Services are of satisfactory quality;
- 4.2.4. comply with all applicable laws, statutes and regulations from time to time in force, provided that Matter of Focus shall not be liable under the Contract if, as a result of such compliance, it is in breach of any of its obligations under the Contract;
- 4.2.5. observe all reasonable health and safety rules and regulations and security requirements that apply at any of the Client's premises and have been communicated to Matter of Focus, provided that Matter of Focus shall not be liable under the Contract if, as a result of such observation, it is in breach of any of its obligations under the Contract; and
- 4.2.6. take reasonable care of all Client Materials in its possession and make them available for collection by the Client on reasonable notice and request.
- 4.3. The Client shall:
  - 4.3.1. co-operate with Matter of Focus in all matters relating to the Services;
  - 4.3.2. provide, for Matter of Focus, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Client's premises, office accommodation, data and other facilities as reasonably required by Matter of Focus or any of them to provide the Services;
  - 4.3.3. provide, in a timely manner, such information as Matter of Focus may reasonably require to provide the Services, and ensure that it is accurate and complete in all material respects; and
  - 4.3.4. comply with all applicable laws, statutes and regulations from time to time in force, provided that the Client shall not be liable under the Contract if, as a result of such compliance, it is in breach of any of its obligations under the Contract.
- 4.4. If Matter of Focus's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, Matter of Focus shall:
  - 4.4.1. not be liable for any costs, charges or losses sustained or incurred by the Client that arise directly or indirectly from such prevention or delay;
  - 4.4.2. be entitled to payment of the Charges despite any such prevention or delay; and
  - 4.4.3. be entitled to recover any additional costs, charges or losses Matter of Focus sustains or incurs that arise directly or indirectly from such prevention or delay.

## **5. Intellectual property**

- 5.1. Matter of Focus and its licensors shall retain ownership of all Matter of Focus IPRs and the Software. The Client and its licensors shall retain ownership of all Intellectual Property Rights in the Client Materials.
- 5.2. Matter of Focus grants the Client, or shall procure the direct grant to the Client of, a fully paid-up, worldwide, non-exclusive, royalty-free, perpetual licence to copy and use Matter of Focus IPRs for the purpose of receiving and using the Services in the Client's business.

- 5.3. The Client grants Matter of Focus a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable licence to copy and modify the Client Materials for the Term for the purpose of providing the Services to the Client in accordance with the Contract.
- 5.4. Matter of Focus shall indemnify the Client in full against any losses, damages, costs or expenses and other liabilities (including all legal fees) incurred by or awarded against the Client arising out of or in connection with any claim brought against the Client for infringement of a third party's rights (including any Intellectual Property Rights) arising out of or in connection with the receipt or use of the Services or the Software by the Client.
- 5.5. The Client shall indemnify Matter of Focus in full against any losses, damages, costs or expenses and other liabilities (including all legal fees) incurred by or awarded against Matter of Focus arising out of or in connection with any claim brought against Matter of Focus for infringement of a third party's rights (including any Intellectual Property Rights) arising out of, or in connection with, the receipt or use of the Client Materials by Matter of Focus.

## **6. Charges and payment**

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- 6.1. In return for use of the Software and/or the provision of the Services, the Client shall pay Matter of Focus the Charges.
- 6.2. All amounts payable by the Client exclude amounts in respect of value added tax ("VAT"), which the Client shall additionally be liable to pay to Matter of Focus at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.
- 6.3. Unless specified otherwise in the Statement of Work or Software Subscription Renewal Agreement (as applicable), Matter of Focus shall be entitled to submit invoices for the Charges plus VAT (if applicable) to the Client as follows:
  - 6.3.1. the Software Subscription Fee shall be invoiced on or shortly after the last date of signature of the Statement of Work or Software Subscription Renewal Agreement (as applicable) and annually thereafter on each anniversary of that date;
  - 6.3.2. 50% of the projected Consultancy Fee shall be invoiced on or shortly after the last date of signature of the Statement of Work;
  - 6.3.3. the balance of the Consultancy Fee, including any additional charges that may have been agreed between the parties for any additional Services from time to time, shall be invoiced on completion of the Services.
- 6.4. The Client shall pay each invoice due and submitted to it by Matter of Focus, within 30 days of receipt, to a bank account nominated in writing by Matter of Focus.
- 6.5. If the Client fails to make any payment due to Matter of Focus under the Contract by the due date for payment, then, without limiting Matter of Focus' remedies under clause 8.1 (Termination):
  - 6.5.1. the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 2% a year above the Bank of England's base rate from time to time. The parties acknowledge and agree that the amounts set out in this clause 6.5 represent a substantial remedy in terms of the Late Payment of Commercial Debts (Interest) Act 1998.

- 6.5.2. Matter of Focus may suspend access to the Software and/or all Services until payment has been made in full.
- 6.6. All amounts due under the Contract from the Client to Matter of Focus shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## **7. Limitation of liability**

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- 7.1. Nothing in the Contract shall limit either party's liability:
  - 7.1.1. for the indemnities given under clauses 5.33 and 5.4 of the Contract;
  - 7.1.2. for death or personal injury caused by breach of duty;
  - 7.1.3. for fraud or fraudulent misrepresentation; or
  - 7.1.4. to the extent such limitation or exclusion is not permitted by law.
- 7.2. Matter of Focus' liability to the Client for any breach of the provisions of the Contract, or otherwise in relation to the subject matter of the Contract (including that arising from negligence, tort, delict or otherwise) shall not exceed the Contract Value at the time of the event giving rise to such liability, where the Contract Value means the total value of the Charges paid by the Client plus any Charges payable under the Contract in respect of goods and services actually supplied by Matter of Focus, whether or not invoiced to the Client.
- 7.3. The Client's liability to Matter of Focus for any breach of the provisions of the Contract, or otherwise in relation to the subject matter of the Contract (including that arising from negligence, tort, delict or otherwise) shall not exceed £1,000,000.
- 7.4. Neither party shall be liable in contract, tort, delict (including negligence) or otherwise arising out of or in connection with the Contract for any special, indirect or consequential losses or damages, in any case, or for loss of profit, business, contracts, data, anticipated savings, management time, increased cost of working, whether or not such losses were within the contemplation of the parties at the date of the Contract, suffered or incurred by that party arising out of or in connection with provisions of any matter under the Contract.
- 7.5. Matter of Focus shall not be liable to the Client for any losses or damages sustained by the Client or any Authorised User as a result of:
  - 7.5.1. the negligence or default of the Client or any Authorised User;
  - 7.5.2. faults of any electronic communication network provider software, line or equipment;
  - 7.5.3. electrical interference generated in or radiated by electric, electronic or other similar equipment or materials not supplied by Matter of Focus;
  - 7.5.4. the lack of availability or poor quality of any internet services; or
  - 7.5.5. the failure of any equipment which has not been provided by Matter of Focus or the failure of any equipment which is outside the control of Matter of Focus.

## **8. Termination**

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- 8.1. Without affecting any other right or remedy available to it, either party to the Contract may terminate it with immediate effect by giving written notice to the other party if:



- 8.1.1. the other party commits a material breach of any provision of the Contract which is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
  - 8.1.2. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
  - 8.1.3. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
- 8.2. Without affecting any other right or remedy available to it, Matter of Focus may terminate the Contract with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under the Contract on the due date for payment and such amount remains unpaid 10 days after being notified of such non-payment by Matter of Focus.
- 8.3. On termination or expiry of the Contract for whatever reason:
- 8.3.1. the Client shall immediately pay to Matter of Focus all of Matter of Focus's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Matter of Focus may submit an invoice, which shall be payable in accordance with clause 6.4;
  - 8.3.2. Matter of Focus shall make available for collection by the Client all Client Materials in its control or possession, always provided that Matter of Focus may destroy the Client Materials if the Client fails to collect the Client Materials within a reasonable period after termination or expiry of the Contract;
  - 8.3.3. each party shall (if requested by the other party) return to the other party or destroy (at the other party's option) that other party's Confidential Information which is in its possession.
  - 8.3.4. the licences granted by Matter of Focus to the Client under the Contract, except those stated as being perpetual, shall terminate with immediate effect and the Client shall immediately cease using the Software;
  - 8.3.5. the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry, shall not be affected; and
  - 8.3.6. any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect, including clauses 4.4.3 (Intellectual Property), 7.1 (Limitation on Liability), 8.22 (Termination), 11.2 (Confidentiality), 14 (Entire Agreement), 16 (Waiver), 17 (Severance), 19 (Rights of Third Parties) and 20 (Governing Law) shall survive the termination or expiry of the Contract.

## **9. Data protection**

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- 9.1. From the point at which personal data is provided and/or made available by one party to the other in connection with this Contract, or is otherwise collected by a party in connection with this Contract, that party shall be for the purposes of the Data Protection Laws a data controller of that personal data and shall comply with its obligations under the Data Protection Laws in respect of the same.
- 9.2. For the purpose of this clause, the terms “data controller” and “personal data” shall have the meaning given to them in the Data Protection Laws.

## **10. Force majeure**

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- 10.1. Neither party shall be in breach of the Contract, nor liable for any failure or delay in performance of any of its obligations under the Contract caused by acts, events, omissions or accidents beyond its reasonable control ("a Force Majeure Event"), including: acts of God, including fire, flood, earthquake, windstorm or other natural disaster; terrorist attack, civil war, civil commotion or riots; nuclear, chemical or biological contamination or sonic boom; compliance with any law (including a failure to grant any licence or consent needed or any change in the law or interpretation of the law); fire, explosion or accidental damage; loss at sea; extreme weather; collapse of building structures, failure of plant machinery, machinery, computers or vehicles; any labour dispute, including strikes, industrial action or lockouts; non-performance by suppliers or subcontractors; interruption or failure of any utility service.
- 10.2. The corresponding obligations of the other party shall be suspended to the same extent as those of the party first affected by the Force Majeure Event.
- 10.3. If the Force Majeure Event continues for a period of 60 days or more, the party not affected by the Force Majeure Event may terminate the Contract by giving 14 days' notice in writing to all the other parties. On the expiry of this notice period, the Contract shall terminate provided such Force Majeure Event is continuing at the date of termination. Such termination shall be without prejudice to the rights of the parties in respect of any breach of the Contract occurring prior to such termination.

## **11. Assignment and sub-contracting**

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- 11.1. Subject to clause 11.1 below, neither party may assign the benefit of, or any of their rights under, the Contract nor sub-contract any of its obligations under the Contract without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).
- 11.2. Matter of Focus may sub-contract any of its obligations under the Contract to any third party identified as being a sub-contractor in the Statement of Work.

## **12. Confidentiality**

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- 12.1. Each party undertakes that it shall not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any Confidential Information of the other party, except as permitted by clause 12.1.
- 12.2. Each party may disclose the other party's Confidential Information:

- 12.2.1. to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11.2; and
  - 12.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 12.3. Neither party shall use any other party's Confidential Information for any purpose other than to perform its obligations under the Contract.
- 12.4. The existence of the relationship between parties is not considered Confidential Information:
  - 12.4.1. Both parties are permitted to disclose the existence of and a brief description of the relationship using each other's names (including trading names, if different), logos and other trademarks in publicity-related situations, including advertising, press releases and on either party's website(s) and social media.

### **13. Anti-bribery and Human Trafficking**

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- 13.1. Each party shall ensure that neither it nor any of its directors, officers, employees, agents or subcontractors has in relation to the entering into of the Contract directly or indirectly done or omitted to do any act which would be or could be construed as an unlawful act under statutory or common law relating to bribery, corruption, fraud, slavery or human trafficking in any jurisdiction including, without limitation, the Bribery Act 2010 and the Modern Slavery Act 2015.
- 13.2. Each party shall ensure that neither it nor any of its directors, officers, employees, agents or subcontractors will in relation to the performance of the Contract directly or indirectly do or omit to do any act which would be or could be construed as an unlawful act under statutory or common law relating to bribery, corruption, fraud, slavery or human trafficking in any jurisdiction including, without limitation, the Bribery Act 2010 and the Modern Slavery Act 2015.
- 13.3. Any breach of clauses 13.1 or 13.1 will entitle the other party to terminate the Contract immediately by giving notice to the party in breach pursuant to clause 8.1 (Termination) as being a material breach of a provision of the Contract which is irremediable.

### **14. Entire agreement**

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This Contract and the documents referred to in it constitute the entire agreement between the parties and supersedes and replaces any previous agreement, understanding, undertaking or arrangement of any nature between the parties relating to the subject matter of the Contract.

### **15. Variation**

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No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

## **16. Waiver**

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- 16.1. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 16.2. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

## **17. Severance**

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If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

## **18. Notices**

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- 18.1. Any notice, demand or communication in connection with the Contract shall be in writing and delivered personally or sent by pre-paid first class post to the recipient's address as set out at the beginning of these Terms of Business in the case of Matter of Focus and in the Statement of Work or Software Subscription Renewal Agreement (as applicable) in the case of the Client, or to any other address which the recipient has notified in writing to the sender not less than 7 Business Days before the notice is despatched.
- 18.2. The notice, demand or communication is deemed given:
  - 18.2.1. if delivered personally, at the time of delivery to the address provided for in the Contract;
  - 18.2.2. if sent by pre-paid first class post, on the second Business Day after posting it, provided that, if it is delivered personally on a day which is not a Business Day or after 4pm on any Business Day, it shall instead be deemed to have been given or made on the next Business Day.

## **19. Rights of third parties**

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The Contract does not create any rights in favour of third parties under the Contract (Third Party Rights) (Scotland) Act 2017 to enforce or otherwise invoke any provision of the Contract.

## **20. Governing law**

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The Contract and any dispute or claim arising out of or in connection with it or its subject matter (including non-contractual disputes or claims) shall be governed by and construed in accordance

with the laws of Scotland and the Parties irrevocably submit to the exclusive jurisdiction of the Scottish Courts.

I hereby agree that I have read and understood the above terms of business:

**Name:**

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**Signed:**

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**Date:**

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**Organisation:**

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