General Terms and Conditions

1. General

1.1. These are Virtual Data Centre Services Limited's (virtualDCS) General Terms.

1.2. These General Terms, along with the terms of the Order Form signed by the Customer, and the Additional Contract Terms applicable to the services to be provided which are listed in clause 1.6, apply to, and govern all contracts between virtualDCS and the Customer ("Agreements"), to the exclusion of all other terms and conditions that the Customer may seek to impose or incorporate, or which may be implied by trade, custom, practice or course of dealing.

1.3. The following order of priority shall apply in the event of any conflict: (i) the Order Form (including any special terms which may be included in the Order Form or in a Statement of Work that may be annexed to it or separately required to be produced by it), (ii) the Additional Contract Terms, (iii) these General Terms.

1.4. Any Order Form issued by virtualDCS shall not constitute an offer that is capable of acceptance. A binding contract between virtualDCS and the Customer shall only come into existence when an Order Form has been signed by a duly authorised representative of both the Customer and virtualDCS.

1.5. virtualDCS shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and virtualDCS shall notify the Customer in any such event.

1.6. The below Additional Contract Terms published at https://www.virtualdcs.co.uk/downloads shall also apply in the order stated in clause 1.3:

1.6.1. Data Centre Services Terms and Conditions

1.6.2. Professional Services Terms and Conditions

1.6.3. Support Services Terms and Conditions

1.6.4. Cloud Connect Backup Terms and Conditions

1.6.5. Cloud Connect Replication Terms and Conditions

1.6.6. Local Appliance Terms and Conditions

1.6.7. CloudCover365 Subscriber Agreement

2. Interpretation

2.1. The definitions and rules of interpretation in this clause apply in this Agreement:

Additional Contract Terms	means the additional contract terms applying to each Service, that are identified in the contract terms section on the Order Form;
Confidential Information	means information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information;
Customer	means the customer identified on the relevant Order Form;
Fees	means the fees payable to virtualDCS by the Customer for the provision of the Services, as described on the Order Form;

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General Terms	means these virtualDCS general terms and conditions;
Intellectual Property Rights	means all patents, registered and unregistered designs, copyright, database rights, rights in respect of goodwill, trade marks (whether registered or unregistered), semiconductor rights, know-how, rights in respect of data and/or confidential information and all other forms of intellectual property wherever in the world together with any right to apply for registration of any such rights (and/or any rights of action in relation to any of the same);
Minimum Term	means the applicable minimum term for any particular Service, as set out on the Order Form;
Order Form	means the attached form that is headed with either 'Quote' or 'Proposal' that has been signed by the Customer and virtualDCS;
Service	means a service (including services governed by the Additional Contract Terms) to be provided by virtualDCS to the Customer that is referred to on the Order Form (and "Services" means all of them together);
Service Availability Date	means in relation to each Order Form, the date when the Service is first made available for use by the Customer, which may be on or before the Service Term Start Date; and
Service Term Start Date	means in relation to each Order Form, the date when the Minimum Term and payment obligations commence.

2.2. Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.

2.3. Person includes a corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.

2.4. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

2.5. Words in the singular shall include the plural and vice versa.

2.6. A reference to one gender shall include a reference to the other genders.

2.7. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

2.8. References to clauses in these General Terms are the clauses of these General Terms. References to clauses or schedules in any Additional Contract Terms, are to the clauses or schedules of the relevant Additional Contract Terms (unless otherwise expressly stated).

2.9. A reference to writing or written includes email.

3. Services

3.1. virtualDCS shall provide each of the Services in accordance with the terms of the Order Form and the applicable Additional Contract Terms.

3.2 virtualDCS' obligation to perform each of the Services shall commence on the Service Term Start Date, but virtualDCS reserves the right to make the Services available to the Customer prior to such date. Where the Service Availability Date precedes the Service Term Start Date, the Customer may use the Services on an "as-is" and "as-available" basis with effect from the Service Availability Date and all warranties and service levels will take effect from the Service Term Start Date.

4. Charges and payment

4.1. In consideration of the relevant Services, the Customer shall pay the Fees in those amounts and at those times set out on the Order Form and this clause 4.

4.2. The Customer agrees with virtualDCS that elements of the Fees are calculated by reference to the cost to virtualDCS of certain facilities or commodities including but not limited to software, electricity and the supply of bandwidth, (**Third Party Costs**). In the event that Third Party Costs increase during the term of this Agreement , the Fees payable may be subject to variation to reflect the increase in the Third Party Costs and virtualDCS will notify the Customer of such increases without undue delay and the increase will take effect from the later of (a) the date on which the Third Party Costs increase and (b) the date of the next invoice.

4.3. Without prejudice to clause 4.2, virtualDCS reserves the right to increase the Fees by an amount up to 7% (seven per cent) per year, provided that such Fees cannot be increased more than once in any 12-month period during the term of the Agreement (unless such increase is pursuant to clause 4.2). virtualDCS will give the Customer written notice of any such increase 2 months before the proposed date of the increase..

4.4. The Customer shall reimburse virtualDCS for all actual, reasonable travel expenses including, but not limited to, airfare, hotel and meals incurred by virtualDCS in performance of the Services where agreed in advance.

4.5. All Fees are exclusive of value added tax, which shall be added to virtualDCS's invoice(s) at the appropriate rate.

4.6. Where the Customer requires a purchase order number to be issued, the purchase order number shall be provided to virtualDCS prior to the Service Term Start Date, if no purchase order number is provided by this date the Customer is deemed to not require a purchase order number.

4.7. Unless otherwise stated in the Order Form, all Fees shall be invoiced in advance, with the first invoice being issued on the Service Term Start Date and subsequent invoices being issued in accordance with the billing period set out in the Order Form. Fees shall be paid by the Customer in pounds sterling. The Customer agrees to pay in full, all invoices within the timescales for payment set out in the Order Form. All invoices will be forwarded to the Customer via email. The method of payment for monthly Fees is by direct debit to the virtualDCS nominated bank account. Where payment is required in advance, Services will not commence until payment has been received. Unless

agreed otherwise in writing, any payments not settled electronically may be subject to an administration fee of £25.00 (twenty-five pounds).

4.7. virtualDCS may make a search in relation to the Customer with a credit reference agency (and make other credit enquiries from time to time), keep a record of that search and those enquiries, and share that information, or late payment of invoices with third parties. virtualDCS may also make enquiries about the principal directors or proprietors of the Customer with a credit reference agency and the Customer shall procure and/or supply any consents or authorisations required for the same to take place.

4.8. Without prejudice to any other of its rights and remedies, virtualDCS will be entitled to suspend any Services, and to remove the Customer's data from its systems, if any amount due under any Agreement is not paid within 30 (thirty) days of its due date for payment. virtualDCS is not required to back up such data or return the same to the Customer prior to any such removal or following termination of the Agreement. In the event virtualDCS removes data it will notify the Customer in writing within 7 days.

4.9. Where Customer disputes any invoice, it must notify virtualDCS within five Business Days in writing. virtualDCS shall provide all such evidence as may be reasonably necessary to verify the disputed invoice, and the parties shall negotiate in good faith to attempt to resolve the dispute promptly. virtualDCS reserves the right not to supply any Products or Services to Customer while such a dispute is ongoing. Where only part of an invoice is disputed, Customer shall pay the undisputed amount on the due date for payment. If the parties have not resolved the dispute within 30 days of Customer's notice of dispute, virtualDCS reserve the right to terminate the Agreement, whereupon all Charges payable under the Agreement shall become immediately due and payable.

5. Data
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5.1 Each party agrees that, in the performance of its respective obligations under the Agreement, it will comply with the provisions of the UK GDPR, together with the Data Protection Act 2018 and any other law applicable to the protection of personal data in effect from time to time (together, **Data Protection Legislation**), in each case to the extent it applies to each of them. Where used in this clause 5, the expressions **data subject**, **personal data**, **personal data breach** and **process** bear their respective meanings given in Data Protection Legislation.

5.2. virtualDCS is expected to process personal data on Customer's behalf for the purposes of performing the Services and otherwise fulfilling its obligations under the Agreement. virtualDCS may process any type of personal data relating to any category of data subject depending on Customer's use of the Services.

5.3. Where virtualDCS processes personal data on Customer's behalf under or in connection with the Agreement, it will do so only in accordance with the terms of the Agreement and Customer's documented instructions (unless otherwise required by law in which case virtualDCS will, where permitted, inform Customer of that legal requirement before processing).

5.4. Customer warrants that:

    5.4.1. it will only provide (or ensure the provision of) personal data to virtualDCS where that personal data has been lawfully obtained and where Customer is lawfully entitled to provide (or ensure the provision of) that personal data to virtualDCS for the intended purpose and means of processing; and

5.4.2. any instructions given to virtualDCS in accordance with clause 5.3 will be compliant with applicable Data Protection Legislation, be within the scope of virtualDCS's obligations under the Agreement and will not (if properly performed) place either virtualDCS or Customer in breach of their respective obligations under Data Protection Legislation,

and Customer will indemnify, keep indemnified and hold virtualDCS harmless against all claims, demands, penalties, fines, actions, costs, expenses, losses and damages suffered or incurred by or awarded against virtualDCS arising from or in connection with any breach by Customer of this clause 5.4.

5.5. Where virtualDCS processes any personal data on Customer's behalf under or in connection with the Agreement it will:

5.5.1. other than as permitted by Chapter V of the UK GDPR, not transfer or allow the transfer of that personal data outside the United Kingdom without Customer's written consent;

5.5.2. ensure that any persons authorised to process the personal data are subject to a duty of confidence in respect of that processing;

5.5.3. implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, in compliance with the obligations imposed on virtualDCS by article 32 of the UK GDPR, including an information security management system that is independently certified by a third party to comply with ISO/IEC 27001;

5.5.4. notify Customer without undue delay on becoming aware of a personal data breach and cooperate with Customer to resolve that issue; and

5.5.5. at Customer's expense, provide the assistance that Customer may reasonably require to assist it to comply with its obligations to keep that personal data secure, allow it to inform a supervisory authority or data subject of a personal data breach, conduct a data protection impact assessment, consult with the Information Commissioner regarding the relevant processing activities and/or respond to requests made by data subjects pursuant to Data Protection Legislation.

5.6. Customer authorises virtualDCS to engage sub-processors from time to time provided that virtualDCS will notify Customer of any intended changes concerning the addition or replacement of sub-processors and will impose upon any sub-processor (and ensure any sub-processor's compliance with) the terms of this clause 5 as if the processing being carried out by the sub-processor was being carried out by virtualDCS (and virtualDCS will be liable for the acts and omissions of its sub-processors as if they were virtualDCS's own acts and omissions).

5.7. From time to time during the term of this agreement virtualDCS will (upon written request from Customer):

5.7.1. provide details in writing of its data processing activities carried out on Customer's behalf; and

5.7.2. on reasonable notice allow Customer (or its appointed auditor) to audit its compliance with these terms, subject to any reasonable requirements or restrictions that virtualDCS may impose to safeguard the personal data it holds on behalf of other customers and/or avoid unreasonable disruption to virtualDCS's business.

5.8. virtualDCS will process personal data on Customer's behalf only during the term of the Agreement (and following termination to the extent required to perform any post termination obligations). On the termination or expiry of any part of the virtualDCS or the Agreement as a whole, virtualDCS will either delete or return all personal data processed on Customer's behalf in connection

with the applicable Services, and delete any copies (except to the extent retention is required by law or for record-keeping purposes).

5.9. For the avoidance of doubt, nothing in this clause 5 or otherwise in the Agreement relieves either party of its own direct responsibilities and liabilities under Data Protection Legislation.

6. Customer's Obligations

6.1. To enable virtualDCS to perform its obligations under any Agreement the Customer shall:

6.1.1. cooperate to the fullest extent with virtualDCS and procure cooperation with virtualDCS by any employee or contractor of the Customer and/or any other supplier of the Customer in each case as requested by virtualDCS;

6.1.2. provide virtualDCS with any information, code, software, data, resources, equipment, services and access to personnel, systems, data, files and materials reasonably required by virtualDCS;

6.1.3. obtain all necessary permissions and consents which may be required in order to enable virtualDCS to provide the Services (including but not limited to any and all consents required for any computer software used by it and/or the permission or consent of any person, firm or company engaged by the Customer to perform maintenance of any software, hardware or combination of the same for virtualDCS to perform the Services) before the commencement of the Services; and

6.1.4. comply with such other requirements as may be set out in the Order Form or otherwise agreed between the parties and comply with all applicable laws and regulations in respect of each Agreement.

6.2. The Customer hereby covenants, warrants and represents that:

6.2.1. the Customer computer hardware and software used by it (of whatever nature whether proprietary, licensed to it or developed by it and including any hardware and/or software connecting elements of the same between themselves or any element of the same with the outside world (the "Customer System")) is:

6.2.1.1. run and administered in accordance with generally accepted standards of professional competence and in such a way as to enable it to fulfil its intended functionality; and

6.2.1.2. fully licensed and authorised for use by the Customer in all respects (including but not limited to there being adequate licences in place for the use of any and all software used howsoever by the Customer); and

6.2.1.3. operated in accordance with any and all legal obligations incumbent upon the Customer (including but not limited to the UK GDPR); and

6.2.1.4. not used for any illegal, immoral or improper purpose or in such a way as to give rise to any claim or liability (civil, criminal or otherwise and of any nature) against the Customer and/or any member of the Customer's staff and/or any contractor of the Customer or virtualDCS; and

6.2.2. the performance of the Services by virtualDCS in accordance with the relevant Agreement terms will not place the Customer in breach of any agreement or duty of whatever nature binding upon it in relation to the Customer System or otherwise (including but not limited to any warranty or maintenance agreement).

6.3. The Customer shall be liable to indemnify and keep indemnified virtualDCS for any loss, costs, damage, expenses or prejudice, direct or indirect and of any nature, incurred by virtualDCS in any

way out of or as a result of any element of misrepresentation in or the Customer's failure to comply with Clause 6.1 and/or 6.2.

6.4. The Customer shall carry out its obligations in this Agreement in a timely and efficient manner. If it does not do so or in the event that the Customer or any third party, not being a sub-contractor of virtualDCS, shall omit or commit anything which prevents or delays virtualDCS from undertaking or complying with any of its obligations under an Agreement, then without prejudice to any right of virtualDCS to terminate the Agreement and/or to claim for damages virtualDCS shall notify the Customer as soon as possible and:

    6.4.1.   virtualDCS shall have no liability in respect of any delay to the completion of any Services; and

    6.4.2.   if applicable, the timetable for the Services will be modified accordingly by the extension of the next time deadline by which virtualDCS is to supply any Services by the period of such delay.

7. Proprietary rights

7.1. The Customer acknowledges and agrees that virtualDCS and/or its licensors own all Intellectual Property Rights in the Services and/or in any element of the same or facility supplied as part of the same. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, or in, any Intellectual Property Rights, or any other rights or licences in respect of the Services or any related documentation.

8. Confidentiality

8.1. Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that:

    8.1.1.   is or becomes publicly known other than through any act or omission of the receiving party; or

    8.1.2.   was in the other party's lawful possession before the disclosure; or

    8.1.3.   is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or

    8.1.4.   is independently developed by the receiving party, which independent development can be shown by written evidence; or

    8.1.5.   is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

8.2. Each party shall hold the other's Confidential Information in confidence and, unless required by law, shall not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of each Agreement.

8.3. Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of this clause 8.

8.4. Subject to clause 8.3, neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

8.5. This clause 8 shall survive termination of this Agreement, however arising.

9. Indemnity

9.1. The Customer shall defend, indemnify and hold harmless virtualDCS against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services provided that:

9.1.1. the Customer is given prompt notice of any such claim;

9.1.2. virtualDCS provides reasonable cooperation to the Customer in the defence and settlement of such claim, at the Customer's expense; and

9.1.3. the Customer is given sole authority to defend or settle the claim.

9.2. virtualDCS shall defend the Customer, its officers, directors and employees against any claim that any software forming part of the Service infringes any United Kingdom patent effective as of the Effective Date, copyright, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

9.2.1. virtualDCS is given prompt notice of any such claim;

9.2.2. the Customer provides reasonable cooperation to virtualDCS in the defence and settlement of such claim, at virtualDCS's expense; and

9.2.3. virtualDCS is given sole authority to defend or settle the claim.

9.3. In the defence or settlement of the claim, virtualDCS may obtain for the Customer the right to continue using the software referred to in clause 9.2, replace or modify it so that it becomes non-infringing or, if such remedies are not reasonably available, terminate this Agreement without liability to the Customer. virtualDCS shall have no liability if the alleged infringement is based on:

9.3.1. modification of such software by anyone other than virtualDCS and its contracted third parties; or

9.3.2. the Customer's use of such software in a manner contrary to the instructions given to the Customer by virtualDCS; or

9.3.3. the Customer's use of such software after notice of the alleged or actual infringement from virtualDCS or any appropriate authority.

9.4. The foregoing states the Customer's sole and exclusive rights and remedies, and virtualDCS's entire obligations and liability, for patent, copyright, database or right of confidentiality infringement. virtualDCS shall not be liable to the Customer in relation to illegal or immoral material held by the Customer or material that breaches any third party's Intellectual Property Rights and the Customer hereby indemnifies virtualDCS against any action costs claims or demands in relation thereto.

10. Limitation of liability

10.1. This clause 10 sets out the entire financial liability of virtualDCS (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer under or in connection with this Agreement, including without limitation in respect of:

10.1.1. any breach of this Agreement;

10.1.2. any use of any kind made by the Customer of any part of any other service provided by virtualDCS pursuant to this Agreement; and

10.1.3. any representation, statement or tortious act or omission (including negligence)

arising under or in connection with this Agreement.

10.2. Except as expressly and specifically provided in this Agreement:

10.2.1.   the Customer assumes sole responsibility for results obtained from the use of the Services by the Customer, and for conclusions drawn from such use; and

10.2.2.   all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

10.3. Nothing in this Agreement excludes the liability of virtualDCS:

9.3.1.   for death or personal injury caused by virtualDCS's negligence; or

9.3.2.   for fraud or fraudulent misrepresentation.

10.4. Subject to clause 10.3:

10.4.1. virtualDCS shall not be liable for:

10.4.1.1.   loss of profits; or

10.4.1.2.   loss of business; or

10.4.1.3.   depletion of goodwill or similar losses; or

10.4.1.4.   loss of anticipated savings; or

10.4.1.5.   loss of goods; or

10.4.1.6.   loss of contract; or

10.4.1.7.   loss of use; or

10.4.1.8.   loss or corruption of data or information; or

10.4.1.9.   any special, indirect or consequential loss.

10.4.2. virtualDCS's liability in respect of any claim shall be limited to:

10.4.2.1 in respect of ongoing Services, the Fees paid for the Services during the 12 (twelve) months preceding the date on which the cause of action giving rise to the claim arose (or the fees paid in the last 12 months prior to termination of that Service, if the cause of action arose after termination); or

10.4.2.2.   in the case of Services incurring a one-off fee, the Fee paid for the Services.

provided that in each case that (a) where multiple claims arise under the Agreement, the cap shall be reduced by the value of any amounts already paid in respect of previous claims and (b) virtualDCS's total aggregate liability shall in no event exceed a combined £1 million across any and all Agreements entered into between virtualDCS and the Customer.

10.4.3. virtualDCS shall not be liable for any failure to provide, or to adequately provide, the Services where such failure was as a result of a failure of either a reseller or any other non-contracted third-party service provider to virtualDCS to adequately perform any work upon which either the provision of Services is reliant, or which otherwise affects the ability of virtualDCS to provide the Services.

11. Term and Termination

11.1. The term of a Service will commence on the applicable Service Term Commencement Date and:

11.1.1. in respect of ongoing Services shall renew in accordance with the provisions of the Order Form unless and until terminated in accordance with the Order Form or this clause 11; and

11.1.2 in respect of one-off Services shall run until that Service is completed, unless terminated earlier in accordance with this clause 11.

11.2. Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate this Agreement without liability to the other if:

11.2.1. the other party commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 15 (fifteen) days of that party being notified in writing of the breach; or

11.2.2. an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other party; or

11.2.3. an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986) ; or

11.2.4. a receiver is appointed of any of the other party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; or

      11.2.4.1. the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way, or becomes bankrupt; or

11.2.5. the other party ceases, or threatens to cease, to trade; or

11.2.6. the other party takes or suffers any similar action in any jurisdiction in consequence of debt.

11.3. On termination of this Agreement for any reason:

11.3.1. all licences granted under this Agreement shall immediately terminate;

11.3.2. each party shall return and make no further use of any equipment, property, materials and other items (and all copies of them) belonging to the other party;

11.3.3. virtualDCS will destroy or otherwise dispose of any of the Customer's data, storage media, software, equipment or other items in its possession unless virtualDCS receives, no later than ten days after the effective date of the termination or expiry of this Agreement, a written request for their delivery to the Customer. virtualDCS will use reasonable commercial efforts to deliver the same to the Customer within 30 (thirty) days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by virtualDCS in returning or disposing of them; and

11.3.4. the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

12.   Force majeure

12.1. virtualDCS shall have no liability to the Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of virtualDCS or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors (whether those of the Customer or virtualDCS), provided that the Customer is notified of such an event and its expected duration.

13. Waiver

13.1. A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.

13.2. Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

14. Severance

14.1. If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

14.2. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

15.   Entire agreement

15.1. This Agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

15.2. Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

16. Assignment

16.1. The Customer shall not, without the prior written consent of virtualDCS, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

16.2. virtualDCS may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

17.   No partnership or agency

17.1. Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

18.   Third party rights

18.1. This Agreement is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns, and is not intended to benefit, or be enforceable by, anyone else.

19.   Notices

19.1. Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address

set out in the Order Form, or sent by email to the email address set out below or such other address as may have been notified by that party for such purposes.
Notices to virtualDCS: notices@virtualdcs.co.uk

Notices to Customer: The email address set out in the Order Form.

19.2. A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9.00am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

20.   Variation
20.1. virtualDCS may vary the terms of this Agreement from time to time on not less than 30 days' written notice to the Customer.

21.   Governing law and jurisdiction
21.1. This Agreement and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the law of England.
21.2. The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.