

TERMS AND CONDITIONS OF BUSINESS

- (1) The Customer wishes to engage Bluesource Information Limited (company number 04064193) ('bluesource') to provide those Services and Goods set out in the accompanying Work Order and Service Schedule, and bluesource has agreed to accept the engagement on the terms laid out in this General Terms and Conditions document.
- (2) The engagement between the parties is bound by the terms of this General Terms and Conditions document, the Work Order, the Service Schedule and the Privacy Notice, which all taken together form the contract between the parties (the 'Agreement').

IT IS AGREED as follows:

1 Definitions and Interpretation

1.1 In this Agreement the following expressions have the following meanings:

"Agreement"	this General Terms and Conditions document, together with the relevant Service Schedule and Work Order.
"Business Day"	08:00 – 18:00 BST/GMT, as appropriate, on a day other than a Saturday, Sunday or a public or bank holiday in England and Wales or Scotland.
"Customer"	the person, firm, partnership or company purchasing Services from bluesource under this Agreement.
"Customer Equipment"	the technical equipment belonging to or to be provided by the Customer for use in the provision of Services, as detailed more fully in any applicable Agreement.
"Confidential Information"	in relation to either Party, all confidential information disclosed to a Party or its employees, officers, representatives or advisors by the other Party pursuant to or in connection with this Agreement (whether orally or in writing or any other medium, and whether labelled as confidential or not).
"Consultancy"	professional service work provided by bluesource to the Customer for a specific piece of work or project, which may or may not be related to the Services.
"Data Processing Policy"	the Privacy Notice detailing bluesource's use of personal data under General Data Protection Regulation (EU) 2016/679 and the Data Protection Act 2018, available at https://www.bluesource.co.uk/privacy-and-governance/ and as updated from time to time.
"Data Protection Law"	means applicable data protection and privacy legislation, regulations and guidance including Regulation (EU) 2016/679 (the "General Data Protection Regulation" or the "GDPR") and Data Protection Act 2018 ("DPA") (or, in the event that the UK leaves the European Union, all legislation enacted in the UK in respect of the protection of personal data) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (all as amended, updated or re-enacted from time to time).
"Designated Contact"	an employee of the Customer nominated as a contact point for bluesource.
"Documents"	includes, but is not limited to, inventions, improvements, formulae, designs, programs, drawings, manuals, Source Codes, plans and any design documents prepared by bluesource.
"EULA"	end-user license agreement or software license agreement between the licensor and purchaser, establishing the purchaser's right to use the software.
"Fees"	the price to be paid by the Customer to bluesource for provision of Goods and/or Services as set out in the Agreement, as amended by the Parties in writing from time to time.
"Goods"	products procured by bluesource for the Customer, such as, and not limited to: software licenses, software maintenance, hardware, hardware maintenance.
"Group"	the "holding" and "subsidiary" companies of the Parties as defined in section 1159 of the Companies Act 2006.
"Initial Term"	the first Term specified in a Work Order.

“Intellectual Property”	patents, rights to inventions, copyright and related rights, trademarks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including without limitation know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all existing and future rights capable of present assignment, applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
“Losses”	any losses, actions, costs, liabilities, expenses (including reasonable legal expenses), demands, claims and damages.
“Orderporter”	the website portal bluesource uses for customers to view and accept electronic quotations and place a Work Order with bluesource.
“Party”	a party to this Agreement and “Parties” shall be construed accordingly.
“Premises”	the Customer’s premises as specified in the Agreement or such other premises as may be agreed in writing from time to time between the Parties.
“Proposal”	quotation document generated on Orderporter or issued by other means for Goods and/or Services from bluesource.
“Services”	the services to be provided by bluesource to the Customer as described in a Service Schedule and Work Order, and subject to the terms of this General Terms and Conditions document.
“Service Schedule”	the specific schedule (available at https://www.bluesource.co.uk/privacy-and-governance/) relevant to the Services requested by the Customer.
“SLA”	a service level agreement defined more fully in the Agreement, typically within the Service Schedule, outlining bluesource’s commitment to the Customer on a particular aspect of the Service (for example, support response times or service availability).
“Source Code”	computer software in eye-readable and other such form that it can be compiled or interpreted to produce equivalent computer software in object code, together with all technical information and documentation necessary for the use, reproduction, modification and enhancement of such software.
“Support Data”	all data, including all text, sound, video, image files, or software, that are provided to bluesource by or on behalf of Customer under this Agreement or produced during the relationship between the Parties, such as and not limited to support tickets, project documentation, contracts, purchase orders, invoices, and emails.
“Term”	the term of the Agreement or Service, as applicable according to the context.
“Third-Party”	any individual, firm, partnership or company who does not have a direct connection with the Customer or bluesource, such as a software vendor.
“Third-Party Product”	a product produced or marketed by a Third-Party.
“Work Order”	the document detailing an order for Services and/or Goods agreed in writing by the Parties, including but not limited to: the Customer accepting a Proposal; issuing a purchase order to bluesource; placing an order via an order form, email, or other means; or receiving a document labelled ‘work order’ from bluesource.
“Worker”	bluesource employee, agent, authorised contractor or sub-contractor, engaged in provisioning and delivering part or all of a Service.

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

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

1.2.2 a clause or paragraph is a reference to a clause or paragraph within the document of reference.

2 Provision of Goods and/or Services

2.1 During the Term (if applicable) bluesource shall provide Goods and/or Services to the Customer in consideration of the Fees in accordance with the Agreement.

2.2 bluesource shall provide Services at the Premises or such other premises as agreed in writing between the Parties from time to time.

- 2.3 If bluesource fails to provide any Goods and/or Services or is aware of anything that would adversely affect their provision, bluesource shall notify the Customer in writing and shall undertake such remedial action within 28 days of either the breach occurring or the date on which bluesource should reasonably have been aware of the breach, whichever is the earlier.
- 2.4 The Agreement constitutes the entire understanding and agreement between the Parties in relation to the engagement and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, promotional materials and understandings between them, whether written or oral, save for any correspondence chains between the Parties that directly discuss the terms of the Work Order.
- 2.5 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by bluesource shall be subject to correction without any liability on the part of bluesource.

3 Order for Service

- 3.1 If an ongoing Customer submits numerous Work Orders during the Term of any one Agreement then, for the avoidance of doubt, each new Work Order will be interpreted as a new Agreement.
- 3.2 A Work Order shall not come into effect until bluesource begin to action it and not before any effective start date stated on the Work Order, unless otherwise agreed in writing between the Parties.
- 3.3 The Customer shall be invoiced for Fees in accordance with (i) clause 8 of the General Terms and Conditions and (ii) the Work Order.
- 3.4 No amendment shall be made to the Agreement except as agreed in writing between the Parties.
- 3.5 Unless otherwise agreed in writing between the Parties, the Agreement shall supersede all other terms and conditions, including any terms or conditions which the Customer seeks to impose or incorporate under any purchase order, confirmation of order, specification or other document or which are implied by trade, custom, practice or course of dealing, or by any other means.
- 3.6 In case of conflict, the following precedence shall apply: Work Order > Service Schedule > General Terms and Conditions.

4 Customer's Obligations

- 4.1 The Customer shall:
- 4.1.1 allow bluesource and its Workers reasonable access to the Premises during the Business Day for the sole purpose of providing Goods and/or Services. Such access will be agreed in advance with the Customer and with reasonable notice.
- 4.1.2 allow bluesource and its Workers reasonable use of any Customer assets, Customer Equipment, personnel and other facilities reasonably required for the purpose of providing the Goods and/or Services.
- 4.1.3 provide bluesource with such information as may reasonably be required to assist with the procurement and performance Goods and/or Services in a timely manner, and if requested, prior to the commencement of Services.
- 4.1.4 provide any necessary literature, books, policies and other material which the Customer requires bluesource and its Workers to follow, such as security policies and Health and Safety guidelines whilst on site.
- 4.1.5 be responsible (at its own cost) for preparing the Premises for the supply of Goods and/or Services, except where this is included as part of the Services.
- 4.2 bluesource may charge the Customer for any reasonable costs and expenses properly incurred by bluesource and which cannot be mitigated, as a direct result of any delay or variation in the Customer's instruction and/or requirements, or any failure on the part of the Customer to provide instructions in a reasonable and timely manner.

5 Mutual Obligations

- 5.1 The Parties shall take reasonable steps to keep the other informed of any special requirements applicable to the Services, such as changes to regulatory compliance in their respective industries. To the extent necessary, bluesource shall take reasonable steps to comply with such special requirements without an increase in the Fees.
- 5.2 If the Customer omit or do anything which prevents or delays bluesource from undertaking or complying with any of its obligations under this Agreement, bluesource shall be free of any liability in respect of any such delay or failure in the provision of the Services.

6 bluesource Obligations

- 6.1 During the Term bluesource shall:
- 6.1.1 ensure that the Goods and/or Services are provided with the care, skill and diligence required of a professional business in accordance with the terms of this Agreement, best practice in its industry and in compliance to applicable law and regulation;

- 6.1.2 ensure that Services are performed by Workers who are technically competent and properly qualified to provide the Services, and take reasonable steps to ensure that Workers comply with the Customer's on-site policies when attending the Premises, if provided in advance;
 - 6.1.3 keep detailed records of all activities undertaken in connection with the provision of the Goods and/or Services and at the Customer's reasonable request make such records available for inspection and/or provide copies to the Customer;
 - 6.1.4 only use any approved Customer's Equipment and assets, or access to Premises, for the purposes of providing Services; and
 - 6.1.5 maintain suitable insurance policies that it deems reasonable in connection with the provision of Goods and/or Services.
- 6.2 Bluesource shall comply with applicable Data Protection Law, as laid out in detail in the Data Processing Policy.

7 Third-Party Licences

- 7.1 bluesource shall:
- 7.1.1 procure a licence for the Customer to use any software, programs or applications supplied by bluesource as part of the Agreement; and
 - 7.1.2 use all reasonable and commercially prudent endeavours, subject to any Third-Party licensing and EULA's, to procure that any licences for Third-Party Products (including but not limited to any software to be purchased on behalf of the Customer) contain terms which will allow the Customer to use, adapt, maintain and support such Third-Party Products or to allow new service providers to do so following termination.
- 7.2 Where applicable, the Customer shall licence or procure a licence for the use of any software, programs or applications which are reasonably required for the Services and not provided by bluesource as part of the Services, at its own cost, including but not limited to server operating systems, anti-virus software and backup software. The Customer shall procure that bluesource shall be entitled to use such licences on an unrestricted basis for the sole purpose of performing the Services.

8 Payments and Records

- 8.1 In consideration of provision of the Goods and/or Services the Customer shall pay to bluesource:
- 8.1.1 the Fees (exclusive of any value added tax); and
 - 8.1.2 such additional charges (if any) as are from time to time agreed in writing between the Parties, having regard to any Goods and/or Services provided by bluesource in addition to those specified in the original Agreement, payable at bluesource's then-current rates.
 - 8.1.3 reimbursement for reasonable expenses properly incurred in the provision of the Services and/or Goods and agreed in writing and in advance, such as for site visits. Such expenses, where applicable, shall include: mileage, travel at standard/economy class fares; accommodation; and subsistence.
- 8.2 The Customer shall pay each invoice submitted by bluesource in full and cleared funds within 30 days of the date of invoice (the "Due Date") in pounds sterling, unless otherwise agreed in writing.
- 8.3 All sums payable pursuant to this Agreement are exclusive of any value added or other tax which shall be added to bluesource's invoices at the prevailing rate.
- 8.4 bluesource tries to ensure that all prices on its website, in its marketing materials, Proposals and its price lists are accurate. However, if bluesource discovers an error in the advertised Fee it will inform the Customer as soon as possible and give the Customer the option of reconfirming the Work Order at the correct price or cancelling. bluesource reserves the right to charge to the Customer the amount of any mistake, error or omission in the Fee by bluesource or any supplier (for the avoidance of doubt, such Fee may, in part, be based on the Support Data).
- 8.5 Without prejudice to any of its other rights or remedies, if the Customer fails to pay on the due date for payment, bluesource may:
- 8.5.1 charge interest, from the date due for payment to the date of payment in full, at 2% per annum over Lloyds TSB Bank Plc base rate from time to time; and/or
 - 8.5.2 with prior written warning, suspend the Services without liability to bluesource, until payment is received in full. Suspension of the Services under these circumstances is excluded from any SLAs applicable to the Service.
- 8.6 Should any scheduled Consultancy work be cancelled or rescheduled by the Customer after the booking has been confirmed, the Customer will be liable to pay the Fees (exclusive of any value added tax) of that Consultancy work as they fall due at the following percentages:
- 8.6.1 more than 5 days' notice of cancellation: 10%;
 - 8.6.2 between 5 days and 48 hours' notice of cancellation: 25%;

8.6.3 between 48 hours and 24 hours' notice of cancellation: 50%; and

8.6.4 less than 24 hours' notice of cancellation: 100%.

8.7 The Customer may not withhold payment or take deductions from any undisputed invoice amount (by offset, counterclaim, or otherwise) before bluesource issues a credit. Should the Customer wish to dispute an invoiced amount, it must contact bluesource as soon as practically possible and in any case ahead of the Due Date of the disputed invoice.

8.8 The Customer agrees that bluesource has the right at any time before delivery of Goods and/or Services to withdraw any discount and/or to revise any Fee quoted if there is a change in the cost to bluesource of supplying the Goods and/or Services whether by reason of exchange rate fluctuations, Third-Party charges or otherwise. If a Fee is increased between the Work Order being placed and delivery of the Goods and/or Services, bluesource will inform the Customer as soon as possible and give the Customer the option of reconfirming the Work Order at the new price or cancelling the Work Order.

9 Term and Termination

9.1 This Agreement shall commence on the date it is signed and shall continue until completion of the Services in accordance with the relevant Work Order, subject to earlier termination in accordance with this clause 9.

9.2 Notwithstanding any other provision in this Agreement, any Consultancy work will terminate once the work, project, or engagement has been confirmed as completed by bluesource.

9.3 Either Party may terminate this Agreement by giving to the other not less than 90 calendar days' written notice, such notice not to expire within the Initial Term.

9.4 Either Party may immediately terminate this Agreement (and in the case of bluesource, all other Agreements for Goods and/or Services that exist between the Parties) by giving written notice to the other Party if:

9.4.1 any charges, including Fees, owing under this Agreement are not paid within 30 calendar days of the due date for payment, such written notice shall afford the Customer 30 days to remedy any non-payment prior to exercising such right;

9.4.2 either Party commits a material breach of any of the provisions of this Agreement and, if the breach is capable of remedy, fails to remedy it within 28 calendar days after receiving written notice specifying particulars of the breach requiring it to be remedied;

9.4.3 a receiver is appointed over any of the property or assets of the other Party;

9.4.4 either Party becomes subject to an administration order (within the meaning of the Insolvency Act 1986);

9.4.5 either Party goes into liquidation (except for the purposes of amalgamation or re-construction);

9.4.6 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to that other Party;

9.4.7 either Party ceases, or threatens to cease, to carry on business.

9.5 Notwithstanding the termination of this Agreement all other Agreements in place between bluesource and the Customer shall continue.

9.6 On termination of the Agreement the Customer shall pay to bluesource any outstanding undisputed Fees in respect of Services and/or Goods supplied but not yet paid for, upon receipt of a suitable invoice.

9.7 The rights under this clause 9 shall not prejudice any other right or remedy of either Party.

9.8 All provisions of this Agreement which are, expressly or by necessary implication, intended to survive termination shall remain in full force and effect following termination.

10 Dispute Resolution

10.1 Notwithstanding clause 9.4 if a dispute arises under this Agreement (**Dispute**) then, before commencing proceedings in connection with such Dispute, a Party must first give written notice of the Dispute to the other Party describing the Dispute and requesting that it is resolved under this dispute resolution process (**Dispute Notice**).

10.2 If the parties are unable, after using reasonable effort, to resolve the Dispute within 30 days then either Party may refer the matter for mediation by the Centre for Dispute Resolution (CEDR) or a similar body for mediation.

10.3 Notwithstanding the foregoing, either Party may seek interim or other equitable relief necessary (including an injunction) to prevent irreparable harm.

11 Effects of Termination

11.1 Upon the termination of this Agreement for any reason:

- 11.1.1 any agreed sum owing under this Agreement shall be immediately payable;
- 11.1.2 clauses 1 (Definitions & Interpretations), 9 (Term & Termination), 10 (Dispute Resolution), this clause 11 (Effects of termination), 12 (Confidentiality), 13 (Non-Solicitation), 14 (Force Majeure), 15 (Notices), 16 (Relationship of the Parties and Publicity), 17 (Liability and Indemnity), 18 (Limitation of Liability), 20 (Warranties) and 26 (Law and Jurisdiction) shall remain in effect;
- 11.1.3 any rights or obligations to which any of the Parties to this Agreement may be entitled or be subject before its termination shall remain in full force and effect; and
- 11.1.4 each Party shall (except to the extent referred to in clause 11.1.3) forthwith cease to use, either directly or indirectly, any Confidential Information, and shall forthwith return to the other Party any Documents in its possession or control which contain or record any Confidential Information (where this is reasonably practicable).

12 Confidentiality

- 12.1 Each Party undertakes that, except as provided by clause 12.2 or as authorised in writing by the other Party, it shall always:
 - 12.1.1 keep confidential all Confidential Information;
 - 12.1.2 not disclose any Confidential Information to any other person;
 - 12.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of this Agreement;
 - 12.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and
 - 12.1.5 ensure that none of its directors, officers, employees, agents or advisers does any act which, if done by that Party, would be a breach of the provisions of this clause 12.1
- 12.2 Either Party may:
 - 12.2.1 disclose any Confidential Information to: i) their approved sub-contractor or supplier; ii) any governmental or other authority or regulatory body, where required by law; or iii) their employee or officer; to such extent only as is necessary for the purposes contemplated by this Agreement, or as required by law, and in each case subject to that Party first informing the person in question that the Confidential Information is confidential; and
 - 12.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of this Agreement (or at any time thereafter becomes) public knowledge through no fault of that Party, provided that in doing so that Party does not disclose any part of that Confidential Information which is not public knowledge.

13 Non-Solicitation

- 13.1 Both Parties acknowledge that during the period of the Agreement and for a period of twelve (12) months after its termination or expiry, neither Party shall entice or seek to employ or engage directly or indirectly (without the other Party's prior written agreement) or make or seek to make any offer of employment or engagement to any of the other Party's staff, including any of its subcontractors who have dealt with the other Party in the course of the negotiation, conclusion and performance of this Agreement and also including any staff in the other Party's Group.
- 13.2 Each Party acknowledges that damages may not be an adequate remedy for that Party if the other Party breaches this clause 13 and the non-breaching Party will be entitled to seek injunctive relief and any other equitable remedies with respect to such breach.
- 13.3 The Parties agree that the provisions of this clause 13 will not apply in the case of any such person responding without enticement to a job advertisement which is capable of being responded to by members of the public (or sections thereof) generally or to transfer of staff pursuant to the operation of Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) following termination of this Agreement.

14 Force Majeure

- 14.1 Neither Party to this Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause beyond the reasonable control of that Party. Such causes include, but are not limited to: power supply failure, Internet Service Provider (ISP) failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question (an "event of force majeure"). Each Party shall, where the context permits, use all reasonable efforts to minimise the effects of the same and notify the other Party forthwith following it becoming aware of such an event of force majeure.
- 14.2 Subject to the affected Party promptly notifying the other Party in writing of the cause and the likely duration of the delay or inability to carry out any obligations pursuant to this Agreement, and subject to the affected Party using all reasonable efforts to recommence performance where possible without delay (including notifying the other Party of an outline of what remedial actions it intends to undertake), the performance of the affected Party's obligations, to the extent affected by the cause, will be suspended during the period that the cause persists.

14.3 If the event of force majeure has subsisted for a period of 28 calendar days, either Party may terminate the Agreement immediately without penalty on written notice to the other.

15 Notices

15.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised representative of the Party giving the notice.

15.2 Notices shall be deemed to have been duly given:

15.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

15.2.2 on the second Business Day following mailing, if mailed by national first-class mail, postage prepaid; or

15.2.3 on the tenth Business Day following mailing, if mailed by airmail, postage prepaid,

in each case addressed to the most recent address notified to the other Party.

15.3 All notices to bluesource, unless otherwise instructed in writing, should be sent to:

F/O Contracts,
Bluesource Information Limited
122 Tooley Street,
London
SE1 2TU
contracts@bluesource.co.uk

15.4 All notices to the Customer, unless otherwise agreed in writing, will be sent to the Designated Contact.

16 Relationship of the Parties and Publicity

16.1 Nothing in this Agreement shall constitute, or be deemed to constitute, a partnership between the Parties or, except as expressly provided, shall it constitute, or be deemed to constitute an agency of any other Party for any purpose.

16.2 Neither Party shall use the trademarks or the name of the other Party in connection with any publicity or other materials without the prior written consent of the other Party.

17 Liability and Indemnity

17.1 Subject to clause 18, both Parties shall indemnify the other against any Losses arising as a result of any material breach of this Agreement or of any applicable legal or regulatory requirements, save to the extent that the Losses arise as a result of the negligence, misrepresentation, fraud, breach of this Agreement or wilful default of the other Party or any of its agents, delegates, employees or officers. Where either Party becomes aware of any facts, circumstances or matters whereby it is or may become entitled to claim under clause 17.1, it will inform the other Party in writing and in reasonable detail of those facts, circumstances or matters as soon as practicable after it first becomes aware of them.

17.2 All dates supplied for delivery are approximate only and time shall not be of the essence

17.3 In the event that any advice provided to the Customer by bluesource was provided free of charge by bluesource then such advice is provided as is without any warranty of any kind from bluesource and bluesource shall have no liability in relation thereto.

17.4 Notwithstanding any other provision under Agreement, the Customer acknowledges that in the event that bluesource selects Goods and Services in accordance with information provided by the Customer and the information is subsequently found to be inaccurate and/or incomplete for any reason other than bluesource's negligence, then bluesource shall have no liability in respect of the suitability of the Goods and Services which have been selected.

17.5 Except as expressly and specifically provided in the Agreement:

17.5.1 The Customer assumes sole responsibility for results obtained from the use of the Goods and/or Services, and for conclusions drawn from such use. bluesource shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to bluesource by the Customer in connection with the Goods and/or Services, or any actions taken by bluesource at the Customer's direction;

17.5.2 The Agreement sets out the full extent of bluesource's obligations and liabilities in respect of the supply of the Goods and Services. All warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Agreement.

18 Limitation Of Liability

18.1 Neither Party seeks to limit its liability (if any) in respect to the following: (i) fraud, or (ii) the death of, or personal injury to, any person caused by negligence, or (iii) their obligations under Data Protection Law, and (iv) any liability which cannot be legally capped or excluded.

- 18.2 Subject to clauses 18.1, 18.3, 20.1.4 and 20.3, each of the Customer's and bluesource's total aggregate liability under or in relation to this Agreement or any Order (howsoever arising) shall be limited to £2 Million pounds.
- 18.3 Except for clause 18.1, neither Party shall accept any liability under or in relation to this Agreement, any Service Schedule or their subject matter for indirect loss or damage; consequential loss or damage; loss(es) directly or indirectly due to network access by third parties; or special loss or damage.
- 18.4 For the purposes of this clause 18 the term "loss" includes a partial loss or reduction in value as well as a complete or total loss.

19 Sub-Contracting

- 19.1 The Customer accepts that in order for bluesource to deliver Services to the Customer, bluesource may subcontract parts of Services, in accordance with the Data Processing Policy, provided that any act or omission of a subcontractor shall, for all the purposes of this Agreement, be deemed to be the act or omission of bluesource. Where a Subcontractor is used to deliver a Service, the details of such Subcontractor shall be specified in the Data Processing Policy, relevant Service Schedule and/or Work Order. By the Customer subscribing to such Service, acceptance of such subcontracting is deemed to be have given unless otherwise agreed.

20 Warranties

- 20.1 bluesource warrants that:
- 20.1.1 it will use reasonable care and skill in performing the Services and to a standard which conforms to generally accepted industry standards and practices;
 - 20.1.2 all Workers involved in the performance of Services shall be suitably skilled to perform the tasks assigned to them properly;
 - 20.1.3 Services will comply in all material respects with any technical specifications set out in the relevant part of the Service Schedule; and
 - 20.1.4 it is either the sole beneficial owner of all Intellectual Property rights in any work product produced by its employees or subcontractors in connection with or relating to this Agreement and/or the specifications of the Services or it has the right to licence the Intellectual Property to the Customer.
- 20.2 bluesource does not warrant that any result or objective whether stated in this Agreement or not, shall be achieved, be achievable or be attained at all or by a given completion date or any other date, except where specifically implied as part of a Service, such as an SLA.
- 20.3 The Customer warrants to bluesource that any licenses, permits, rights, consents, registrations, approvals and titles, reasonably necessary in order for bluesource to provide the Goods and/or Services to the Customer, including any licenses that the Customer is required to procure pursuant to any Services, shall be in full force and effect throughout the Term of this Agreement and undertakes to indemnify and keep indemnified bluesource in full against any Third-Party Intellectual Property claim relating to same.

21 Data Processing Policy

Details of bluesource's policy on data processing, data protection, and personal data rights are located in the Data Processing Policy.

22 Ownership

- 22.1 bluesource owns and shall continue to own all rights in the bluesource technology (i.e. the technology it uses to deliver a service and operate), any inventions and improvements thereto made by bluesource, its employees, contractors or agents.
- 22.2 No implied licences or any other rights or licence of any bluesource Intellectual Property are created under this Agreement except as expressly set out in this Agreement.
- 22.3 The Parties acknowledge that if Goods and/or Services includes software or services owned by and proprietary to a Third-Party, it is used under the terms of the Third-Party, typically under an EULA. bluesource will ensure that the Customer is made aware of and accepts the terms of the Third-Party licence/EULA.

23 Anti-Bribery and Anti-Corruption

- 23.1 Details of bluesource's policy on anti-bribery and anti-corruption are located at <https://www.bluesource.co.uk/privacy-and-governance/> and as updated from time to time.

24 Nature of the Agreement

- 24.1 Subject to clause 19 this Agreement is personal to the Parties.

- 24.2 Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in this Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law. Nothing in this Agreement shall limit a Party's liability for fraud or fraudulent misrepresentation.
- 24.3 No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
- 24.4 If any provision of this Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part, this Agreement shall continue to be valid as to its other provisions and the remainder of the affected provision.
- 24.5 For the purposes of the Contracts (Rights of Third Parties) Act 1999 and notwithstanding any other provision of this Agreement, this Agreement is not intended to and does not, give any person who is not a Party to it, any right to enforce any of its provisions.
- 24.6 Any act or omission of any subsidiary, employee, contractor, representative or agent of any Party involved in the performance of this Agreement shall be considered in relation to this Agreement as an act or omission of that Party.
- 24.7 The Parties agree that, save for Documents created exclusively for the Customer pursuant to the Service Schedule (rights in which shall be owned by the Customer), all other Intellectual Property howsoever arising in all bluesource's Documents, programs, materials and deliverables shall vest in and belong to bluesource and the Customer shall at the request of bluesource take all such steps and execute all such assignments and other Documents as bluesource may reasonably require to ensure that all such Intellectual Property vest in and belong to bluesource.

25 Anti-Slavery and Human Trafficking

- 25.1 Details of bluesource's policy on Anti-Slavery and Human Trafficking are located at <https://www.bluesource.co.uk/privacy-and-governance/> and as updated from time to time.

26 Law and Jurisdiction

- 26.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales.
- 26.2 Any dispute between the Parties relating to this Agreement shall fall within the exclusive jurisdiction of the courts of England and Wales.