

Business Foresights Ltd

Master Services Agreement

Terms and Conditions

Index

1. Introduction.....	3
2. Definition and Interpretation in this Agreement.....	3
3. Supplier Obligations	4
4. Client Obligations	5
5. Warranty.....	5
6. Payment terms and pricing	6
7. Change Control	7
8. Intellectual Property Rights	8
9. Employment	8
10. Termination.....	9
11. Confidentiality	10
12. Data Protection	11
13. Liability.....	11
14. Dispute Resolution	12
15. General	13

1. Introduction

THIS AGREEMENT is made Business Foresights Ltd (“Supplier”) having their registered office at 476 St Albans Road, Watford, WD24 6QU with Company registration no. 05090508 (hereinafter referred to as Supplier) and the CLIENT (as specified on any written proposals, quotations, invoices).

This is the overall Master Service Agreement for all Services provided by the Supplier to the Client. This Agreement sets out the general terms of trading between the parties and applies to all contracts subsequently entered into between the parties for the supply of Services.

Additional Terms and Conditions may apply depending on the services provided.

The Supplier’s activity is the provision of computer software and consultancy services that is part of the associated companies of Business Foresights.

2. Definition and Interpretation in this Agreement

- 2.1 “Agreement” means this Master Services Agreement and all associated annexes and subsequent contracts listed in this Agreement.
- 2.2. “Associated Companies” means any company which, from time to time, controls, is controlled by, or is under common control with, either party to this Agreement, where “control” means (a) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (b) ownership of more than fifty percent (50%) of the outstanding shares or beneficial ownership of such entity.
- 2.3. “Confidential Information” means all information of a confidential nature whether oral or written comprising or relating to this Agreement and/or the provision of the Services and/or either party’s business including but not restricted to trade or financial secrets or confidential operations, know-how, processes, dealings, inventions, discoveries, designs, plans, computer programs or other information regarding Intellectual Property of either party or their Associated Companies or any information which is not publicly available concerning the organization, business, finances, transactions or affairs of either party or their respective clients (including but not limited to client lists and marketing information) which either party has accessed as a result of this Agreement.
- 2.4. “Computer Software” means the software products written by the product authors: Microsoft Business Solutions, SugarCRM or by any other authors that are mentioned within a contract.
- 2.5. “Contract” means any contract for Services entered into between the parties. A contract may be a Statement of Work (SOW), Purchase Order (PO), Change Request (CR), Proposal or any other document describing services to be delivered.
- 2.6. “Rate” means Suppliers Rate (per hour, per activity, or other unit as mutually agreed by both parties) at which Supplier charges for the Services, as described in a given contract.
- 2.7. “Schedule” means the schedule or description of services included in a given contract.

- 2.8. "Documentation" means all and any reports, manuals, methodology, toolkits, literature, data, flowcharts, drawings, design models, prototypes, artwork, diagrams, tables and other information (in whatever form and on whatever media held) acquired, created or developed by the Supplier (whether alone or in conjunction with another source) in the course of providing the Services
- 2.9. "Effective Date" means the date of execution of this Agreement.
- 2.10. "Fees" the consideration for the provision of the Services as set out in any Contract.
- 2.11. "Developments" Services undertaken as part of a contract to develop new functionality.
- 2.12. "Intellectual Property" means all and any rights in and to inventions, patents, utility models, copyright and related rights, trademarks, trade names, domain names, rights in goodwill or rights in design, rights in computer software, database rights, topography 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 renewals and extensions of such rights, and all similar and equivalent rights or forms of protection in any part of the world.
- "Software Products" means those products where the Supplier wholly manages and has access to the software which comprises the Computer Software, Supplier based development, and/or validation of Client originated development.
- 2.13. "Services" means the services, which the Supplier may from time to time provide to the Client and which may include, but is not restricted to development, implementation services, change requests (change to the scope of services), quality audits, maintenance and support services, license provision, provision of enhancement plans and training all as more particularly described in any subsequent Contract;
- 2.14. "Supplier's Staff" means persons who are employed or sub-contracted by or agents of the Supplier or any member of the Supplier's group of companies.
- Words importing a gender include every gender and references to the singular include the plural (unless the context otherwise requires).

3. Supplier Obligations

- 3.1 In consideration of Fees the Supplier shall provide Services in accordance with the agreed Contract.
- 3.2 The Supplier shall co-operate with the Client in all matters relating to the Contract and shall appoint a nominated representative who shall have authority to commit the Supplier on all matters relating to the Contract.
- 3.3 The Supplier commits to participate in an annual review of this Agreement, the Contracts and delivery of Services applicable to the Contracts, with the Client at a mutually agreed date and time.

4. Client Obligations

- 4.1 The Client shall co-operate with the Supplier in all matters relating to the Contract and shall appoint a nominated representative who shall have authority to commit the Client on all matters relating to the Contract.
- 4.2 The Client commits to participate in an Annual review of this Agreement, the Contracts and delivery of Services applicable to the Contracts, with the Supplier at a mutually agreed date and time.
- 4.3 The Client will commit adequate resources, will permit such access to its employees and provide promptly all information and Documentation, as may be reasonably requested by the Supplier to enable the Supplier to perform the Services in a timely manner.
- 4.4 The Client will procure required access or licenses of any third party tools or software programs or utilities that the supplier may require to deliver the services.

5. Warranty

- 5.1. Subject to the exclusions of and limitations upon liability contained in this Agreement the Supplier warrants that
 - 5.1.1. The Supplier's Staff will perform the Services with reasonable care and skill (i) in such a way as not to cause any fault or malfunction in the Software Products and (ii) so as to minimize any interruption to the business processes, or systems of the Client (other than any agreed unavoidable interruption which is required in order to perform the Services in a proper and efficient manner) and (iii) in accordance with all applicable laws and regulations and (iv) in accordance with the highest professional standards attained by companies offering equivalent services as offered by the Supplier under any Contract;
 - 5.1.2. It has and will maintain sufficient competent staff allocated to perform the Services.
 - 5.1.3. It is an approved Value Added Reseller of Microsoft in particular in relation to Microsoft Dynamics AX and that it will maintain for the duration of this Agreement all permissions, licenses and consents necessary for it to perform the Services, and that it will notify the Client of any change in Value Added Reseller status.
 - 5.1.4. The possession or proper use of the Software Products will not infringe the Intellectual property of any third party
- 5.2. Notwithstanding the terms of this Clause 5 the Supplier does not warrant that the operation of any part of the Computer Software will be uninterrupted or error free.
- 5.3. The Supplier will make best possible reasonable efforts that any developments undertaken on behalf of the Client shall function in compliance with their specification and the documentation and that it will repair any defects during a period of 30 days from first delivery of the developments once installed on the clients production instance.
- 5.4. Further to this clause 5, the client may invoke or specify a separate Warranty clause in a contract, relevant or pertinent to the specific development(s) to be undertaken.

- 5.5. All conditions, warranties, terms and undertakings express or implied, statutory or otherwise, other than those expressly stated in this Agreement, and any Contract are hereby excluded to the fullest extent permitted by law.

6. Payment terms and pricing

- 6.1. Unless otherwise stated all quotes for times and prices listed remain valid for a period of 28 days after receipt of the Contract; when accepted and unless otherwise stated in the contract, invoices for the Contract will be raised on acceptance.
- 6.2. The Client hereby agrees with the Supplier that during the continuance of this Agreement:
- 6.2.1. Unless agreed otherwise in a contract, the Supplier will invoice the Client every calendar month in arrears and at cost for all reasonable expenses actually incurred by the Supplier in fulfilling obligations under this Agreement. This will include all travel, hotel and other related costs, and are based upon the suppliers standard travel policy.
- 6.2.2. Unless otherwise stated in any contract, upon receipt of correct and undisputed invoices from the supplier, the client will make payments against such invoices within 5 (five) days from receipt. The Client may raise any queries on such invoices raised by the Supplier within 2 working days from receipt of such invoices, following which they are automatically deemed to be valid for payment.
- 6.2.3. Invoices for software licenses and enhancements will be due immediately and settled prior to receiving software licenses or enhancements.
- 6.2.4. Without prejudice to any other remedy, legal interest of 10% will be charged (both before and after any judgment) on any overdue balance from day to day outstanding for the period from the due date to the actual receipt of payment. Payment of interest will be due when invoiced.
- 6.3. The Supplier may notify the Client in writing on stoppage of work in progress, in the event where the Client has not cleared overdue payments against pending invoices. In such an event, the schedules of deliveries may be altered by way of change orders on pending Contracts, once work resumes on receipt of outstanding payments from the Client.
- 6.4. All Fees and expenses are exclusive of local taxes such as value added tax.
- 6.5. If the Supplier shall be prevented or delayed from performing any of its obligations under this Agreement by reason of any act or omission of the Client, then notwithstanding anything else contained in this Agreement the Client shall pay to the Supplier all reasonable costs and charges sustained or incurred by it as a result of such act or omission. The Supplier will notify the Client of the occurrence of circumstances, which will give rise to a claim and shall take reasonable steps to minimize such costs or charges.

- 6.6. Rate card. Unless otherwise agreed in a contract the following rates determine the cost of each resource or role and its source.

Resource / Role		Hourly Fee
Project / Program Manager (PM)	Local UK	£100
Business / Functional Consultant (BC)	Local UK	£100
Software Developer (SD)	Local UK	£90

- 6.7. Supplier reserves the right to amend the rate card annually or when the prevailing rate of inflation exceeds 3% per annum.
- 6.8. The Rate card refers to hourly charges for the services performed during normal working hours – from 9am to 5pm local time from Monday to Friday. Work outside this time interval, weekends and bank holidays will be charged at the above rates plus 50%, with the exception of Sunday work that will incur a supplement of 100%.
- 6.9. If either party has served notice of termination on this agreement or relevant SOWs, both parties will mutually agree:
- a) To revise the schedule of deliveries and payments thereof on every active SOW that would fall within the Notice period.
 - b) The Client would clear all overdue payments within the notice period.
 - c) The supplier would hand over all agreed upon deliverables with the notice period.
- 6.10. Both Parties would adhere to the terms in accordance of the termination clause within this agreement.

7. Change Control

- 7.1. The Supplier and Client's nominated representatives shall meet at least once every 12 months to discuss matters relating to this Agreement
- 7.2. The Supplier and Client acknowledges that this Agreement governs the overall provision of services to the client. If either party desires a change to this agreement:
- 7.2.1. The Supplier shall within a reasonable time (and in any event not more than 15 working days after receipt of the Client's request or notification of the Supplier's proposed change to the Client), provide a written estimate to the Client of:
- 7.2.1.1. The likely time required to implement the change.
 - 7.2.1.2. Any necessary variations to the Supplier's charges, if any, as a result of the change;
 - 7.2.1.3. The likely effect of the change on this Agreement and/or the relevant Contracts;
 - 7.2.1.4. If either party does not wish to proceed there shall be no change to this Agreement; and
 - 7.2.1.5. if the parties mutually agree to proceed with the change described above, the Supplier shall do so after mutual agreement on the necessary variations to this Agreement and/or the relevant Contract to take account of the changes, and the parties shall work together to amend this Agreement and/or any relevant Contract accordingly.
- 7.3. Notwithstanding the provisions of this Clause 7 the Supplier may from time to time change the Services in order to comply with any applicable safety or statutory

requirements and that provided that such changes do not materially affect the nature and scope of the Services or Contracts.

8. Intellectual Property Rights

- 8.1. If at any time during the term of this Agreement the Supplier shall make or discover or participate in the making or discovering of any Intellectual Property capable of being used in the Client's business or that of any of its Associated Companies then being (where that company is a Licensee of Microsoft Dynamics AX) carried on by the Client, full details of the Intellectual Property at the request and expense of the Client shall immediately be communicated by the Supplier to the Client and shall be the absolute property of the Client, providing notice from the Client is made prior to delivery of the property to the Client.

For the avoidance of doubt however any Intellectual Property belonging to the Supplier prior to the date of commencement hereof or viewed as general industry domain knowledge shall remain the property of the Supplier or its respective property owners ("the Background Intellectual Property") and where the Supplier is the property owner the Supplier shall grant the Client a non-exclusive, irrevocable, perpetual, royalty free license worldwide to use, reproduce, perform and execute such Background Intellectual Property but only insofar as is necessary for the Client to operate and use internally and through its Associated Companies the Software Products being developed as part of the Services.

At the request and expense and liability of the Client, the Supplier shall give and supply all such information, data, drawings and assistance as may be requisite to enable the Client to exploit the Intellectual Property to the best advantage and shall execute all documents and do all things which may be necessary or desirable for obtaining patent or other protection for the Intellectual Property in such parts of the world as may be specified by the Client and for vesting the same in the Client as it may direct.

- 8.2. For the avoidance of doubt the Supplier does not own the Intellectual Property in the Computer Software, neither does any party have any right over the others intellectual property, which is not specifically developed for the purpose of this Agreement.

9. Employment

- 9.1. The Client and the Supplier undertakes:
- 9.1.1. That during the term of this Agreement and for a period of twelve months after the termination of this Agreement (the "Restricted Period") neither they nor their respective Associated Companies will employ or contract with as an independent contractor, consultant or similar any person who is or has at any time during the term of this Agreement been employed by the other party directly or as an agent or contractor with a view to using the specific knowledge or skills of such person for the benefit of such party.
- 9.1.2. That neither party nor their Associated Companies will solicit, entice away, employ or any person who is or has at any time during the previous twelve months been involved in the provision of Services provided under this Agreement directly to the Client and with whom the Client has had contact.

- 9.2. The Client undertakes:
- 9.2.1. In the event that the Client is in breach of this Clause 9.1, the Client, acknowledging that the Supplier will suffer substantial damage, shall pay to the Supplier a sum equal to the fees which would be chargeable by the Supplier if Software Services were provided for the lesser of (i) twelve months or (ii) the time remaining in the Restricted Period by the person in question at the rate applicable under this Agreement.
- 9.3. The Supplier undertakes:
- 9.3.1. In the event that the Supplier is in breach of this Clause 9.1 the Supplier, acknowledging that the Client will suffer substantial damage, shall pay to the Client a sum equal to (i) the monthly salary of the person so employed multiplied by (ii) the lesser of (a) twelve or (b) the number of months remaining in the Restricted Period (rounded to the nearest whole month).
- 9.3.2. That during and for a period of twelve months after the termination of this Agreement neither it nor any of its Associated Companies will solicit, entice away, employ or contract any person who is or has at any time during the previous six months been directly employed by the Client with a view to the specific knowledge or skills of such person being used by or for the benefit of the Supplier or the benefit of any person carrying on business in competition with the business carried on by the Client. This provision shall not apply to any engagement, which was the result of general advertising

10. Termination

- 10.1. The Client or Supplier may terminate this Agreement or any Contract for any reason by providing not less than three month's written notice to the other party. The client shall pay the equivalent of three months' fees for the contracts and related services normally planned to be undertaken during the notice period.
- 10.2. This Agreement may be terminated forthwith by either party if the other party is in material breach of the terms of this Agreement or is any other breach and fails to remedy such breach within thirty (30) days of receipt of notice thereof in writing.
- 10.3. This Agreement may likewise be terminated by either party, upon 60 days' notice, if any of the following happens to the other party:
- (a) It enters into liquidation, whether compulsory or voluntary, or enters into any arrangement with its creditors by composition or otherwise in anticipation of liquidation;
- (b) It becomes bankrupted, insolvent or is dissolved, makes an assignment for the benefit of its creditors or has filed any petition in court seeking any readjustment, arrangement, suspension, condonation or reduction of its debts, liabilities or obligations;
- (c) It suffers any orders of execution on or against its goods covered by this Agreement
- 10.4. Termination of this Agreement shall not prejudice any rights of either party, which may have arisen on or before the date of termination.
- 10.5. The provisions of clauses 5, 8 and 9 shall survive termination of this Agreement except where the Supplier or the Client has discontinued business.
- 10.6. In the event of termination of this Agreement or any Contract for whatever reason as permitted all materials (including but not restricted to all correspondence, documents,

source codes, papers and records on all media) which are in the Supplier's possession, custody or power shall be delivered to the Client upon written request for the same, save for retention for reasons of evidence, proper auditing or any statutory or legal reason for the retention of copies.

- 10.7. Upon Termination of this Agreement all contracts will terminate automatically.
- 10.8. The Supplier will raise all relevant invoices on Pending contracts in agreement with the Client and the Client will make immediate payment against all invoices raised by Supplier. The Supplier will cooperate fully in the transfer of work-in-progress and related materials.

11. Confidentiality

- 11.1. Each Party agrees and undertakes to the other that it shall keep secret and confidential at all times both during the term of this Agreement and for a period of five years following termination or expiration hereof, all and any Confidential Information belonging or relating to the other which comes into its possession or is accessed by it at any time either before, during or after the term of this Agreement and whether in intangible or documented form. Neither Party shall (except for the performance of its obligations) use, copy or divulge the Confidential Information of the other Party to any third party except with the express written consent of the other Party.
- 11.2. Subject to the foregoing, any Party disclosing Confidential Information to any third party following receipt of such consent shall ensure that prior to disclosing the Confidential Information, the third party (including staff) shall have agreed in writing to be bound by obligations no less onerous than those contained in this Clause 11. Any such permitted disclosures shall in no way affect the ownership of such Confidential Information and the disclosing Party shall remain liable for any breach of such obligations by the third party. Each Party agrees to cease use of and return such Confidential Information of the other Party on request by the other Party within 8 days of such request and immediately if this Agreement terminates or expires for any reason whatsoever. For the avoidance of doubt in maintaining confidentiality under this Clause, both parties shall take the same or greater care with Confidential Information of the other Party as it takes with its own Confidential Information but in any event no less than a reasonable standard of care.
- 11.3. The provisions of Clause 11 shall not apply to any information which:
 - 11.3.1. Is lawfully in or enters the public domain otherwise than by a breach of this Agreement;
 - 11.3.2. Subsequently becomes lawfully part of the public domain by publication or otherwise;
 - 11.3.3. Is or becomes available to either Party from a source other than the other Party, but only where such source is lawfully entitled without any restriction on disclosure to disclose such Confidential Information to the recipient.
 - 11.3.4. The recipient can demonstrate was in its rightful possession at the time or prior to it becoming aware of the Confidential Information.
 - 11.3.5. required to be disclosed by law or a regulatory authority or the order of a court of competent jurisdiction and the Party required to make that disclosure has informed the other, within a reasonable time after being required to make the disclosure, of the requirement to disclose and the information required to be disclosed; or
 - 11.3.6. Is approved for release in writing by an authorized representative of the other party.

- 11.4. All materials and copies of materials will be handed over to the Party to whom it belongs on completion of any Contract for retention by that Party (this includes electronically held data) other than data and documentation which has been incorporated into the working papers produced for the purposes of any Contract, where copies of the same are required to be kept by the other Party for regulatory purposes.
- 11.5. For the avoidance of doubt the duty of confidentiality in terms of this Clause 11 shall also extend to Confidential Information belonging to any Associated Companies of either Party.

12. Data Protection

- 12.1. Where the Supplier as part of fulfilment of its obligations under this Agreement or any subsequent Contract processes personal data as data processor on behalf of the Client:
- 12.2. The Supplier shall:
- 12.1.1.1. Comply with the Client's instructions, if provided, in relation to the processing of personal data as such instructions are given and varied by the Client from time to time;
- 12.1.1.2. At all times take all appropriate technical and organizational measures against unlawful or unauthorized access to such personal data and against accidental loss or destruction of, or damage to, such personal data;
- 12.1.1.3. Not transfer any data that the Client has stated is sensitive without the Client's prior written consent; and
- 12.1.1.4. Immediately notify the Client if it receives any complaint, notice or communication, which relates directly or indirectly to the processing of personal data under this Agreement, and provide full co-operation and assistance in relation to any such complaint, notice or communication.
- 12.3. The Client accepts the responsibility to make all sensitive data anonymous defined via the Client's internal data classification policies prior to access, or processing by the Supplier.

13. Liability

- 13.1. The Supplier shall ensure that the Supplier's Staff are aware they must comply with all local or internal policies and regulations operated by or affecting the Client and notified by the Client to the Supplier. The Client shall comply in all respects with all relevant statutes, byelaws and legal requirements including provision of adequate liability insurance in respect of the Supplier's Staff. For the avoidance of doubt however the Supplier acknowledges that the relationship between the Client and the Supplier or Supplier's Staff is not one of employment and that in the event that either the Supplier or any Supplier's Staff make any claims based on the establishment of a relationship of employment such as a claim for unfair dismissal the Supplier will indemnify the Client from and against all or any claims made by either the Supplier or the Supplier's Staff based on the relationship of employment. In particular the Supplier shall ensure that the Supplier's Staff shall not hold themselves out as being employees of the Client and shall not assume, create, or incur any liability or obligation on behalf of the Client save as specifically authorized by the Client in writing.

- 13.2. Neither party shall be liable to the other under any circumstances for any indirect or consequential loss or damage (howsoever arising) or for any loss of profits, loss of turnover, loss of bargain, loss of opportunity, or loss of market share incurred by the other party, during the period of this Agreement.
- 13.3. The Supplier accepts no liability for any cost incurred by the Client as a result of delays caused which are not within the control of the Supplier.
- 13.4. Save as otherwise expressly provided in this Agreement or to the extent this limitation is prohibited by law, the total aggregate liability of the Supplier hereunder is limited to amounts actually paid or payable by the Client for services delivered within the previous 6 months under this Agreement and any associated Contracts.
- 13.5. If a number of events of default give rise substantially to the same loss the Client agrees that they shall be regarded as giving rise to only one claim under this Agreement.
- 13.6. The Supplier shall not be liable to the Client for any loss arising from or in connection with any representations, agreements, statements or undertakings made outside this Agreement, except where:
- 13.6.1. The representations, agreements, statements or undertakings are part of a prior purchase contract between the Client and the Supplier which has been paid for by the Client, or
- 13.6.2. Specific representations, agreements, statements or undertakings are contained in any Contract.
- 13.7. The Client will indemnify and defend Supplier and its employees in respect of any claims by third parties which arise as a direct result of an action taken by any officer or employee of Supplier in accordance with the specific instructions of the Client or its authorised representative, provided that the Client has sole control of the defence and all negotiations for settlement of any such claim.

14. Dispute Resolution

- 14.1. For the purpose of this Clause 14, a dispute shall be deemed to have arisen when one party serves on the other a notice in writing stating the nature of the dispute.
- 14.2. Unless this Agreement has already been terminated by the date of the notice of dispute, the Supplier shall, in every case, continue with delivery of the Services with all due diligence regardless of the nature of the dispute and the Client shall continue to make payments (excluding any disputed sums) in accordance with Clause 4.
- 14.3. After service of the notice of dispute, the following procedure shall be followed by the parties (all periods specified in this, Clause 14 shall be extendable by mutual agreement):
- 14.3.1. Within five working days, both parties nominated representatives shall meet to attempt to settle the dispute;
- 14.3.2. if the nominated representatives are unable to reach a settlement within seven days from the date of service of the notice, a director of each of the parties shall meet within the following five working days to attempt to settle the dispute; and

- 14.3.3. if no settlement results from the meeting specified in Clause 14.3.2, the parties shall attempt to settle the dispute by mediation by an independent mediator, and the prevailing party in any such mediation shall be entitled to reimbursement from the non-prevailing party of the prevailing party's costs incurred in connection with such mediation, including, without limitation, reasonable attorneys' fees and costs.

15. General

- 15.1. The construction, validity and performance of this Agreement shall be governed in all respects by the laws of the England and Wales
- 15.2. Any notice consent or approval issued by either the Supplier or the Client pursuant to this Agreement shall be in writing to the address or verified email of the other party and any such notice or document (i) if delivered personally or by verified email shall be deemed to have been served at the time of delivery or (ii) if sent by overnight courier shall be deemed to have been served on the first business day following the date on which such notice or document is deposited with such courier. It shall be the responsibility of the party serving notice to retain proof of delivery of such notice.
- 15.3. No forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of this Agreement or the granting of time by either party to the other shall prejudice affect or restrict the rights and powers of that party hereunder nor shall any waiver of any breach hereof operate as a waiver of any subsequent or any continuing breach hereof.
- 15.4. If any of the provisions of this Agreement are judged to be illegal, invalid or unenforceable then the continuation in full force and effect of the remainder of this Agreement will not be prejudiced unless the substantive purpose of this Agreement is frustrated in which case both parties agree to meet and discuss updated provisions.
- 15.5. This Agreement and any related Contracts can be assigned by either party, subject to the other's prior written approval. Such approval should not be unreasonably withheld where the proposed assignee is demonstrably capable of fulfilling the assignor's obligations under this Agreement and its related Contracts. The Supplier may exceptionally sub-contract any part of the Services without the Client's prior written approval.
- 15.6. The Client agrees to the Supplier publicizing the use of the Software or Services by the Client only after Client provides written and formal approval provided.
- 15.7. The headings in this Agreement are for convenience only and shall not affect the interpretation or construction of this Agreement.
- 15.8. In the event of any conflict between the provisions of a general agreement with the 'Client's suppliers agreement' and those of this Agreement, the latter shall prevail.
- 15.9. In the event of any conflict between the provisions of any Contract and those of this Agreement, the former shall prevail.
- 15.10. Amendments to the terms of this Agreement, and any subsequent agreements or Contracts, shall be valid only if signed by a duly authorized signatory of the Supplier and by a duly authorized officer of the Client, and attached or incorporated herein.