cms

CONNECTED MANAGEMENT SERVICES

Terms and Conditions

Issue Date: September 2025

Contract Terms

1.1 CMS agrees to provide to the Customer such of the Services as are specified in the SOA on the following terms and conditions ("the General Terms and Conditions). Any other terms and conditions contained in any other document are excluded unless their inclusion is expressly agreed in writing.

1.2 In the event of any conflict between these General Terms and Conditions or any other document referred to as containing terms which relate to this contract, these General Terms and Conditions shall prevail.

1.3 In these General Terms and Conditions unless the context otherwise requires, the following words or expressions have the following meanings: -

- "CMS" means Connected Management Services Limited.
- "Charges" means the charges to be paid by the Customer for the Services as specified in the SOA.
- "CMS Server" means the server and other computer hardware operated by CMS to provide the Services.
- "CMS Software" means the software and related documentation owned by or licensed to CMS and used in providing the Services.
- "Commencement Date" means the date specified as the commencement date in the SOA.
- "Confidential Information" means all business, technical, financial or other information created or exchanged between CMS and the Customer.
- "the Contract" means the contract for the supply of the Services on terms specified in the SOA and these General Terms and Conditions.
- "Customer" means the person, firm or company who agrees to take the Services (as specified in the SOA), is acknowledged by CMS on the SOA and who then signs and returns the SOA to CMS.
- "Force Majeure Event" shall have the meaning ascribed thereto in clause 10.

- “Minimum Period” means, a minimum period of 36 months, unless stated otherwise, beginning on the Commencement Date specified in the SOA.

- "Proprietary Software" means any third-party software.

- "Service" and "Services" means the products and services the Customer has ordered from CMS as specified in the SOA.

- "SOA" means the Sales Order Acknowledgement (Which may be referred to as a quotation or proposal) or Sales Order Acknowledgements signed by the Customer.

- "Supported Hours" means between the hours of 9:00am to 17:30pm Monday to Friday excluding all UK bank and public holidays.

- “Vehicle Hardware” means the provision and installation by CMS of vehicle hardware required to deliver the Service.

- "Writing" includes facsimile transmission and electronic mail but not other forms of electronic communication.

1.4 Words importing the masculine shall include the feminine and neuter and vice-versa and words importing persons shall include bodies corporate and unincorporated associations and partnerships.

2. Duties

2.1 CMS shall provide such Services as are requested by the Customer, specified by CMS in an SOA and which is signed and accepted by the Customer and returned to CMS, subject to the General Terms and which, together with the SOA, shall govern the Contract to the exclusion of any other terms subject to which any such order by the Customer is made or purported to be made.

2.2 In addition to the obligations of CMS as otherwise specified in the Contract, the Customer shall be solely responsible for the following:

2.2.1 the accuracy and content of any information provided by the Customer to CMS; and

2.2.2 any information, programs and other information that the Customer receives as a result of the use of the Services, including without limitation the entire responsibility for any loss of data, programs, breach of security, viruses and disabling or harmful devices that the Customer may download or otherwise experience as a result of the Customer's use of the Services.

2.3 The Customer agrees to use the Services in a manner consistent with any and all applicable laws and regulations.

3. Service Levels and Refunds

CMS will provide the service level as detailed below:-

3.1 CMS will open its support desk to service any support telephone calls for Customers:

3.1.1 during Supported Hours; and

3.1.2 outside the Supported Hours for such problems as CMS is reasonably satisfied are of a business-critical nature, being those which cause the business of the Customer to stop operating and will cause financial loss to the Customer's business. In the event that any such call is not business critical CMS shall be entitled to make an additional charge in accordance with its standard scale of charges for the time being in force for any support provided by CMS

3.2 CMS will log all incoming telephone support calls and provide the Customer with a ticket number. Customers can also log support calls themselves using the CMS Platform. A telephone or email response will be given within 2 working hours and CMS will use its reasonable endeavours to resolve problems as soon as it is able.

3.3 Subject to the provisions of the General Terms and Conditions, the CMS Server shall be available to provide the Services to the Customer 98% of the time on a 23/7/365 basis. For the avoidance of doubt CMS is unable to and does not guarantee service availability in respect of any part of the Services which require the use of any service (including but without limitation telecommunications and Internet

service provider services) provided by any third party.

3.4 CMS will track and calculate, on a monthly basis, any non-availability of the CMS Server as is required by clause 3.3 measuring periods of non-availability from the time CMS logs a call from the Customer notifying CMS of any such non-availability until the time the CMS Server is available. Periods of non-availability which are wholly or partly caused and whether directly by any Force Majeure Event or which is outside of the responsibility of CMS pursuant to the Contract are not included.

3.5 If in any calendar month, the level of availability of the CMS Server (other than for reasons of a Force Majeure Event) falls below 98%, as outlined in clause 3.3 above (calculating periods of non-availability in complete hours), the Customer will be entitled to a credit (calculated in accordance with the provisions of clause 3.6) against the monthly charge for the relevant period.

3.6 For each whole percentage point by which the level of availability of the CMS Server in the month in question falls below the target level of 98% provided for in clause 3.3, CMS will provide a credit equivalent to 10% of the monthly charges due from the Customer in that month, subject to a maximum of 50% in any calendar month. Any credit entitlement will be refunded to the Customer by bank transfer.

3.7 The Customer shall not be entitled to any credit nor to withhold payment nor to any other remedy in respect of non-availability of the CMS Server save as set out in this clause 3, and the remedy set out herein is provided to the entire exclusion of any remedy in contract or tort or otherwise howsoever.

3.8 CMS may offer updates or modifications to the CMS Software and will notify the Customer of its proposed charges in respect thereof.

3.9 From time to time, it will be necessary for CMS to schedule maintenance (including but not limited to network maintenance, replacement of faulty components, or testing of the un-interruptible power supply) which may cause a disruption to the Service. CMS will use reasonable endeavours to provide a minimum of 72 hours' notice before conducting such planned Service-affecting maintenance but does not guarantee it will always be able to do so.

3.10 Where significant changes are planned by CMS, it will provide the Customer with a minimum of 28 days'

notice when it is reasonably practicable to do so. Emergency maintenance, updates, and other procedures will be scheduled by CMS on a case-by-case basis.

3.11 Planned maintenance activity is not considered to be part of the scheduled service time and is excluded from any availability measures identified in this Service Level Agreement.

3.12 The Vehicle Hardware is warranted for the life of the Contract, unless specified otherwise in the section below or deemed end of life/discontinued hardware where CMS have provided a minimum of 6 months written notice. Upon the logging of a support ticket, our objective is to commence remote resolution within the initial 1-5 working days, excluding high priority issues defined by CMS later in this document. If remote resolution is not viable within this timeframe, we will promptly schedule an on-site visit by an engineer, with the intention of resolving the issue within the next 7 working days. In the event that the initially proposed on-site visit date/time is not suitable for the Customer, we will offer an alternative date within the subsequent 7 working days. This process will continue until a mutually agreeable date/time is confirmed, ensuring our commitment to resolving the issue in a timely manner.

In the event that requisite information is needed from the Customer to progress with the resolution process, the associated ticket will be temporarily designated as 'pending,' causing a suspension of the Service Level Agreement (SLA) timeline. Upon receipt of the required information, the SLA countdown will recommence, ensuring adherence to the agreed-upon timeframe for resolution. Timely collaboration is encouraged for the efficient handling of reported issues.

Please note that for self-installed vehicle visits or initial project implementation stages (i.e. Managed Service), timelines may vary. In such cases, CMS will address tickets as quickly as possible / within an agreed time frame, taking into consideration the unique requirements and nature of these specific engagements.

3.12.1 EasyTrak, VehicleTrak and EcoTrak Lite hardware is supplied inclusive of a 24-month warranty with the exception of batteries, which are only guaranteed for 6 months. If a product fails within this warranty period, the product can be:

- Repaired;
- Replaced with a new product;
- Replaced with an equivalent repaired product fulfilling the same

functionality;

- Replaced by an equivalent product with similar functionality if the production is discontinued.

All warranty claims should be returned, in accordance with our returns process which is available on our website.

3.12.2 Connected Camera Solution hardware is supplied inclusive of a 24-month warranty on parts and labour, assuming the installation is completed by CMS.

4. Charges and Payment

4.1 The Customer shall pay the Charges to CMS for the Services as specified in the SOA.

4.2 Upfront Charges as specified in the SOA will be invoiced on installation and paid by the Customer 30 days from invoice date.

4.3 Where an installation date has been agreed between CMS and the Customer, and CMS has dispatched the equipment to the Customer's nominated site, any request by the Customer to postpone the installation by more than five (5) working days from the agreed installation date shall not affect CMS's entitlement to invoice for the equipment and any associated charges. In such circumstances, CMS may issue an invoice immediately, and payment shall become due in accordance with the Customer's agreed credit terms, irrespective of the revised installation date.

4.4 Where the Customer, or an original equipment manufacturer (OEM) or other third party acting on the Customer's behalf, provides CMS with a vehicle build date, dock date, delivery date or other agreed installation schedule, CMS may procure, pick, configure, assemble and allocate equipment in advance to meet those dates. If the Customer, OEM or third party subsequently postpones, reschedules or cancels the agreed date, CMS reserves the right to invoice the applicable upfront Charges immediately, and payment shall become due in accordance with the Customer's agreed credit terms. The Customer shall also be responsible for any reasonable storage, handling, re-delivery, aborted visit or additional installation costs incurred by CMS as a result of the postponement, rescheduling or cancellation.

4.5 The Customer shall pay to CMS the amount of the monthly subscription Charges for the Services either:

4.5.1 monthly in advance on the first working day of each month, commencing in the month following that in which the Commencement Date falls by bank direct debit, and the Customer shall complete and sign such direct debit forms as CMS may require from time to time, and CMS shall provide to the Customer, prior to the due date, an invoice therefore.

4.5.2 annually in advance on the first working day of the annual term. The Customer will provide a purchase order and CMS shall invoice the Customer quoting the purchase order number.

4.6 If the Customer fails to pay any of the Charges to CMS on the due date then, without limiting any other right or remedy available to CMS, CMS shall be entitled to:

4.6.1 suspend performance of the Services and support provided for in clause 3; and

4.6.2 charge the Customer interest (both before and after any judgment) on the amount unpaid at the rate of 2% per month from the date due until payment in full is made.

4.7 The amount of Charges and all other sums payable by the Customer under the Contract are quoted exclusive of VAT, which shall be payable by the Customer at the then prevailing rate in addition to the amount of the Charges.

4.8 Any query on the content of any invoice must be raised by the Customer in writing to CMS within seven days from the date of invoice. If no query is raised, the invoice shall be deemed to be accepted by the Customer.

4.9 The Customer shall pay the Charges for the Services as specified in the SOA to CMS, or to such third party as CMS may direct in accordance with clauses 4.10 to 4.13.

4.10 The Customer acknowledges and agrees that CMS may, at any time and without the Customer's further consent, assign, transfer, charge or otherwise deal with its rights to receive payment under any invoice issued under this Agreement (together with any related rights) to a third-party funder in connection

with an invoice finance, factoring or receivables purchase facility (the "Funder").

4.11 Where CMS so notifies the Customer in writing, the Customer shall pay the relevant invoice(s) directly to the Funder, to the account specified in that notice. Payment made in accordance with such a notice shall discharge the Customer's payment obligation in respect of that invoice to the extent of the amount paid. Any change to the payment account will only be valid if confirmed in writing by CMS.

4.12 Any such assignment or arrangement shall not affect, vary or diminish the rights and obligations of CMS and the Customer under this Agreement. CMS shall remain solely responsible to the Customer for the supply of the goods and services and for the performance of all of its other obligations under this Agreement.

4.13 Unless CMS notifies the Customer otherwise in writing, all communications relating to this Agreement, including any queries or disputes concerning invoices, goods or services, shall continue to be conducted directly between CMS and the Customer.

5. Order Cancellation and Fees

5.1 The Customer may cancel a new hardware order without penalty within 7 (seven) days of the Supplier's acknowledgment of the order. After this period, any cancellation will be subject to fees as set out below, reflecting costs incurred by the Supplier in procuring, manufacturing, or preparing the ordered equipment.

5.1.1 If the Customer cancels an order more than 7 (seven) days but less than 14 (fourteen) days after order acknowledgment, the Customer shall be liable for a cancellation fee of up to 50% of the order value, to cover costs incurred by the Supplier.

5.1.2 If the Customer cancels an order 14 (fourteen) days or more after order acknowledgment, the Customer shall be liable for a cancellation fee of up to 100% of the order value, including all direct and indirect costs reasonably incurred by the Supplier in relation to the order.

5.2 By placing an order, the Customer acknowledges that the Supplier may have purchased materials, manufactured, or otherwise committed resources toward the order, and agrees that the above cancellation fees are a genuine pre-estimate of loss and not a penalty.

5.3 Cancellation must be submitted in writing to the Supplier. The date of receipt by the Supplier will determine the applicable cancellation fee.

6. Term and Termination

6.1 The provisions of the Contract shall come into effect on the Commencement Date and shall (subject to earlier termination pursuant to clause 6.2) continue in force for the Minimum Period (or such other minimum contract period as may be specified in the applicable quotation, proposal or offer). Thereafter the Contract shall continue unless and until terminated by either party giving to the other not less than three (3) months' written notice, such notice not to be served earlier than three (3) months prior to the expiry of the applicable Minimum Period.

6.2 The supplier may terminate the Contract with immediate effect by written notice to the customer on or at any time after the occurrence of any of the following events:

6.2.1 the customer being in material breach of an obligation under the Contract and, if the breach is capable of remedy, failing to remedy the breach within 28 days after receipt of a written notice of the material breach and requiring its remedy;

6.2.2 the customer (being a limited company) passing a resolution for winding-up, a Court of competent jurisdiction making an order for the customer's winding-up or the presentation of a petition for the customer's winding-up which is not dismissed within 7 days (other than, in each case, for the purposes of solvent amalgamation or reconstruction where the entity resulting from the amalgamation or reconstruction effectively agrees to be bound by or assume the customer's obligations under the Contract);

6.2.3 the customer (being an individual) dies or becomes bankrupt;

6.2.4 the making of an administration order in relation to the customer or the appointment of a receiver or administrative receiver over or an encumbrancer taking possession of or selling an asset of the customer; or

6.2.5 the customer makes an arrangement or composition with its creditors generally or makes an application to a Court of competent jurisdiction for protection from its creditors generally or seeks an out-of-court route into administration;

6.3 In the event of termination pursuant to clause 6.2, the Customer shall immediately pay to CMS the amount of all sums then due and payable or which have arisen and not yet payable and, in addition, the Customer shall, if the Minimum Period has not expired, continue to pay to CMS the amount of the Charges for the remainder of the Minimum Period.

6.4 On the termination of the Contract CMS shall cease to be liable to provide the Services or support pursuant to clause 3.

6.5 Any waiver by CMS of any breach by the Customer of the Contract or delay or forbearance in exercising CMS rights under the Contract will not prevent CMS from taking action against the Customer if the breach continues or if the Customer is in breach of contract again at a later date.

6.6 The Customer acknowledges that the Charges payable under the Contract are based on the Minimum Period and agrees that the Customer's obligation to pay the Charges shall continue for the duration of the Minimum Period regardless of whether the Customer continues to use the Services. Any suspension, non-use or reduced use of the Services by the Customer shall not relieve the Customer of its obligation to pay the Charges in accordance with the Contract.

6.7 Termination of the Contract for whatever reason shall not affect:

6.7.1 the accrued rights and liabilities of the parties arising out of the Contract as at the date of termination and, in particular, but without limitation, the right to recover all charges from the Customer; or

6.7.2 provisions expressed to survive termination of the Contract which shall remain in full force and effect.

6.8 CMS will invoice for Subscription renewals 60 days in advance.

6.9 CMS require a PO number to be supplied in advance of the expiry date so that payment can be received ahead of the expiry date, in accordance with any agreed payment terms.

6.10 If payment is not received ahead of the due date, CMS reserves the right to suspend or restrict a customer's access to the service being procured.

7. Intellectual Property Rights and Licences

7.1 The Customer acknowledges that any and all of the copyrights, trademarks, trade names, patents and other intellectual property rights created, developed, subsisting or used in or in connection with any of the Services or any of the CMS Software and shall remain the sole property of CMS and in respect of the Proprietary Software are and shall remain the sole property of the licensors or suppliers to CMS.

7.2 In the event that new inventions, designs or processes evolve in performance of or as a result of the performance of any of the Services, the Customer acknowledges that the same shall be the property of CMS.

7.3 The Customer shall indemnify CMS fully against all liabilities, costs and expenses which CMS may incur as a result of any work done or services provided in accordance with the Customer's instructions which involves the infringement of any copyright, patent or other proprietary right (including, but not limited to, linking to third party websites and/or third party proprietary material).

7.4 The Customer agrees that it will not itself or through any parent subsidiary, affiliate, agent or other third party:

7.4.1 copy or (except as permitted by law) decompile or modify the CMS Software or Proprietary Software nor copy any user manuals or documentation supplied by CMS.

7.4.2 sell, lease, licence or sub-licence the CMS Software or Proprietary Software or the documentation connected with any of it.

7.5 The Customer shall allow all persons authorized by CMS to enter the Customer's premises at all reasonable times for any purpose arising from the Contract including but without limitation the

Customer's compliance with the terms of it. The Customer shall provide a suitable and safe working environment for CMS' employees or anyone acting on CMS behalf.

8. Liability

8.1 The Customer acknowledges that CMS obligations and liabilities in respect of the Services are exhaustively defined in the Contract. The Customer agrees that the express obligations and service levels made by CMS in the Contract are in lieu of and to the exclusion of any other warranty, condition, term, undertaking or representation of any kind express or implied, statutory or otherwise, relating to anything supplied or the Services provided under or in connection with the Contract including (without limitation) as to the condition, quality, performance or fitness for purpose of any deliverables pursuant to the Services or any part of them.

8.2 The following provisions set out CMS' entire liability (including any liability for the acts and omissions of its employees) to the Customer in respect of:

8.2.1 any breach of its contractual obligations arising under the Contract; and

8.2.2 any representation, statement or tortious act or omission including negligence (but excluding any of the same made fraudulently) arising under or in connection with the Contract.

8.3 Any act or omission on the part of CMS falling within clause 8.2 above shall for the purposes of this clause 8 be known as an "Event of Default".

8.4 CMS liability to the Customer for death or personal injury resulting from the negligence of CMS or of its employees, agents or sub-contractors shall not be limited.

8.5 Subject to the limit set out in clause 8.6 below CMS shall accept liability to the Customer in respect of damage to the tangible property of the Customer resulting from the negligence of CMS or its employees.

8.6 Subject to the provisions of clause 8.4 above CMS' entire liability in respect of Event of Default pursuant to clause 8.5 above or otherwise shall be limited to damages of an amount equal to the aggregate of the annual Charges payable under the Contract.

8.7 Subject to clause 8.4 above CMS shall not be liable to the Customer in respect of any Event of Default for any loss of production, loss of profits or anticipated profits, loss of contracts, operation time or anticipated savings, loss of business or of expected future business, damage to the Customer's reputation or goodwill, damages, costs or expenses payable by the Customer to any third party or for any indirect, special or consequential loss, even if such loss was reasonably foreseeable or CMS had been advised of the possibility of the Customer incurring the same.

8.8 CMS shall not be liable to the Customer in respect of any Event of Default resulting in the unauthorised access to or alteration, theft or destruction of emails, files, programs, information or data of the Customer by any person through accident or by fraudulent means or devices.

8.9 CMS will not be responsible to the Customer or to any other user if changes in any of CMS facilities, operations, procedures or the Services:

8.9.1 render obsolete or necessitate modification or alteration to any of the Customer's equipment, software and communication lines, including any public lines required by the Customer properly to access the Services.

8.9.2 otherwise affect performance.

8.10 If a number of Events of Default give rise substantially to the same loss, then they shall be regarded as giving rise to only one claim under the Contract.

8.11 The Customer hereby agrees to afford CMS not less than 30 days in which to remedy any Event of Default hereunder.

8.12 Nothing in this clause 8 shall confer any right or remedy upon the Customer to which it would not otherwise be legally entitled.

8.13 The Customer shall be responsible for the consequences of any use of the Services or of the CMS Software or Proprietary Software.

8.14 The Customer shall indemnify CMS in respect of any third-party claim for any injury, loss, damage or expense occasioned by or arising directly or indirectly from the Customer's possession, operation, use, modification or supply to a third party of the results of any of the Services provided under or in connection with the Contract.

8.15 The Customer acknowledges and agrees that the allocation of risk contained in this clause 8 is reflected in the Charges and is also a recognition of the fact that the CMS Software and Proprietary Software cannot be tested in every possible combination and therefore CMS does not warrant that the operation of such software will be uninterrupted or error free, and it is not within CMS control how and for what purpose such software is used by the Customer.

8.16 Any public or product liability claim will be capped at £10,000,000.

9. Variation and Assignment

9.1 CMS reserves the right, having given to the Customer not less than 2 weeks prior notice in writing, to make any changes to the specification of the Services or any part thereof to conform with any applicable statutory, regulatory or operational requirement but which do not materially affect the quality or performance of the Services.

9.2 The Customer shall not assign, transfer or sub-contract the benefit and/or burden of the Contract or any of the Services without the prior written consent of CMS.

9.3 CMS may assign, transfer or sub-contract the benefit and/or burden of the Contract or any of the Services.

10. Force Majeure

10.1 Neither CMS nor any of its employees, agents or sub-contractors shall be considered in breach of the Contract or under any liability whatsoever to the Customer for non-performance, part-performance, defective performance or delay in the performance of any of the Services supplied or to be supplied or any software supplied or to be supplied by CMS, its employees, agents or sub-contractors under the Contract which is directly or indirectly caused by or as a result of any circumstances or event (a "Force Majeure Event") beyond its reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as such circumstances or event:

10.1.1 Acts of God, explosion, flood, lightning, tempest, fog, bad weather, fire or accident.

10.1.2 War, hostilities (whether war be declared or not), invasion, acts of foreign enemies.

10.1.3 Riot, civil commotion or disorder.

10.1.4 Theft or malicious damage.

10.1.5 Acts, restrictions, regulations, byelaws, refusals to grant any licences or permissions, prohibitions or measures of any kind on the part of any local or central government or other authority.

10.1.6 Import or export regulations or embargoes.

10.1.7 Strikes, lockouts or other industrial action or trade disputes of whatever nature (whether involving employees of CMS or a third party).

10.1.8 Failure of or problems with telecommunication lines.

10.1.9 Defaults of internet service providers for any reason whatsoever.

10.1.10 Incompleteness or inaccuracy of any technical information which it is the responsibility of the Customer to provide.

10.1.11 Acts of terrorism.

10.1.12 Any partial or complete failure or any inability to use any part of the building or equipment (including but without limitation its computers) of CMS.

11. Confidentiality

11.1 During the term of the Contract and for the period of 5 years after its termination or expiration for any reason the following obligations shall apply to a party disclosing Confidential Information ("the

Disclosing Party") to the other party hereto ("the Receiving Party"):

11.2 Subject to clause 11.3, the Receiving Party:

11.2.1 may not use any Confidential Information for any purpose other than the performance of its obligations under the Contract.

11.2.2 may not disclose any Confidential Information to any person except with the prior written consent of the Disclosing Party; and

11.2.3 shall make every effort to prevent the use or disclosure of the Confidential Information.

11.3 The obligations of confidence referred to in this clause 11 shall not apply to any Confidential Information which:

11.3.1 is in the possession of and is at the free disposal of the Receiving Party or is published or is otherwise in the public domain prior to its receipt by the Receiving Party.

11.3.2 is or becomes publicly available on a non-confidential basis through no fault of the Receiving Party.

11.3.3 is required to be disclosed by any applicable law or regulation.

11.3.4 is received in good faith by the Receiving Party from a third party who, on reasonable enquiry by the Receiving Party claims to have no obligations of confidence to the other party to this agreement in respect of information and who imposes no obligations of confidence upon the Receiving Party.

11.4 The obligations of the parties under all provisions of this clause shall survive the expiry or the termination of the Contract for whatever reason.

11.5 CMS reserves the right to retain copies of all data and other information entering its computer or other systems as it may in its discretion consider necessary from time to time for the purpose of providing the Services, in line with the Data Protection Act 2018 and the UK GDPR.

12. General

12.1 Any notice required or permitted to be given by either party to the other under the Contract shall be in writing addressed to that other party at its address given in the SOA or such other address as may at the relevant time have been notified under this provision to the party giving the notice.

12.2 If any provision of the Contract is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract and the remainder of the provisions in question shall be unaffected.

12.3 The Contract embodies and sets out the entire agreement and understanding of the Customer and CMS and supersedes all prior, oral or written agreements, understandings or arrangements relating to the subject matter of the Contract. Neither party shall be entitled to rely on any agreement, understanding or arrangement not expressly set out in the Contract. Nothing in this sub-clause shall, however, operate to limit or exclude any liability for fraud.

12.4 The Contract may be varied only by a document signed by both CMS and the Customer.

12.5 The Contract shall be governed by the laws of England, and both the Customer and CMS submit to the non-exclusive jurisdiction of the English Courts.

12.6 Nothing in the Contract and no action taken by either of the parties pursuant to the Contract shall constitute or be deemed to constitute the parties, a partnership, association, joint venture, the agents of each other or any other co-operative entity.

12.7 The Contracts (Rights of Third Parties) Act 1999 shall not apply to the Contract and no person other than the Customer and CMS shall have any rights under it nor shall it be enforceable under that Act by any person other than the Customer and CMS.