



**SpeechStorm Limited
Master Hosting Agreement**

This Master Hosting Agreement governs your purchase and use, in any manner of all hosting services provided by SpeechStorm Limited selected and ordered by you and accepted by SpeechStorm Limited and sets out the terms and conditions that apply to such purchase and use of the hosting services and your agreement with SpeechStorm Limited. By executing an Order Form you are accepting all the terms and conditions set out in this Master Hosting Agreement and each such executed Order Form shall become a part of and the terms of same shall be incorporated into this Master Hosting Agreement.

1. Definitions as used in this Agreement and in any order forms now or hereafter attached to this Agreement.

“Agreement” means this Master Hosting Agreement and any related Order Form;

“Business Day” means any of Monday to Friday 09.00 to 17.00 except Northern Ireland bank holidays and Northern Ireland public holidays;

“Business Hour” means one hour falling within a Business Day and where an hour commences in one Business Day and that Business Day ends before expiry of the hour, the hour will be suspended until the next Business Day;

“Charges” means the charges specified in the Order Form payable by you for provision of the Services and will where appropriate include any fees specified on the Order Form in respect of access to the Hardware for the purpose of application migration and/or testing;

“Content” means data, information, files software, scripts, images, graphics, audio, video, text and any other object or information, whether in written or audio form (e.g. voice messages), transmitted to or from the Hardware by Customer or its end users through use of the Services;

“Customer” means you and full details of the Customer's name and address shall be set out on the Order Form;

“Commencement Date” means the commencement date of this Agreement as specified in the Order Form;

“Deliverables” means the deliverables provided by SpeechStorm to the Customer as specified in the Order Form;

“Hardware” means the Speechstorm® hosting platform and all its components together with all other items of SpeechStorm computer hardware required to operate Services;

“Hosting Services” means the hosting services provided by SpeechStorm to the Customer specified more particularly in the Order Form;

“IPR” means intellectual property rights and includes without limitation, patents, trade marks, service marks, registered designs, applications for any of those rights, trade and business names (including internet domain names and email address names) unregistered trade marks and service marks, copyrights, database rights, know-how, rights in designs and inventions and rights of the same or similar nature, in each case, in any jurisdiction;

“SpeechStorm” means SpeechStorm Limited having its registered office at 4-6 Upper Crescent, Belfast, BT7 1NT, Northern Ireland;

“Licence” means the Licence specified in the Order Form detailing the terms of use of the Product(s);

“Man Day Rate” means the role specific rate(s) payable for a 7.5 hour working day or pro-rata apportionment of it;

“Order Form” means the order form for Hosting Services and / or Telephony Services forming a part of this Agreement and shall specify the Hosting Services and / or Telephony Services including the number of ports, the Hosting Fees, the Telephony Fees and any other charges agreed between SpeechStorm and the Customer and the Term of this Agreement;

“Product(s)” means any SpeechStorm® products provided or utilised in the Services;

“Services” means all services to be supplied by SpeechStorm as specified on the Order Form, including where appropriate, Hosting Services and Telephony Services;

“Telecoms Provider” means (i) such telecommunications provider as SpeechStorm may select from time to time to provide it with fixed line and/or mobile telecommunications services; and/or (ii) such telecoms provider as SpeechStorm may select from time to time to provide it with telephony services, including but not limited to hosting data and/or transferring calls and SpeechStorm reserves the right to change the Telecoms Provider at any time without reference to the Customer;

“Telephony Services” means the telephony services specified in the Order Form or otherwise provided to the Customer by agreement with the Customer;

“Term” means the term of this Agreement as detailed in the Order Form beginning on the Commencement Date.

2. Provision of Hosting Services

SpeechStorm will provide the Services in return for the Charges from the Commencement Date for the duration of the Term subject to the terms of this Agreement. The Charges are exclusive of VAT and expenses which shall be billed in addition. Where specifically agreed and detailed on the Order Form SpeechStorm will also provide access to the Hardware for the purposes of application migration and/or testing.

3. Calculation of Charges & Assumptions

3.1 The calculation of the Charges and the provision of the Services has been costed and/or contracted for in reliance on the following assumptions. In the event that any of these assumptions fail, SpeechStorm reserves the right to increase the Charges and/or in default of agreement on the amount of increase (and without penalty) to suspend the Services or any part thereof or to terminate this Agreement on serving five (5) calendar days notice on the Customer:

- (a) The Customer will ensure the timely availability to SpeechStorm of any external dependencies on which SpeechStorm relies to perform the Services;
- (b) The Customer will give SpeechStorm at least thirty (30) calendar days notice, or such other notice as set out in the Order Form, where it wishes to extend and/or increase the capacity of the Hosting Services. SpeechStorm will use commercially reasonable endeavours to accommodate the Customer's request but is under no obligation to grant it.
- (c) Where there is any impact on performance or any downtime of the hosting environment directly attributable to the Customer's action or omission, SpeechStorm reserves the right to pass on any costs incurred in the remedying of the issue on a time and materials basis using the Man Day Rate.
- (d) The Customer will ensure that any material provided by the Customer and placed on the Hardware is server-ready, requiring no further manipulation by Kainos.
- (e) SpeechStorm will make no effort to validate any material provided by the Customer whether placed on the Hardware or otherwise maintained, retained, distributed, channelled through or otherwise promulgated through or using the Hosting Services for content, correctness or usability.

3.2 Subject to clause 4 the Charges will be fixed for the duration of the Agreement as detailed in the Order Form. SpeechStorm's time and materials Man Day Rate under this Agreement will be detailed in the Order Form (and if not detailed in the Order Form same will be the prevailing SpeechStorm rate) plus VAT and reasonable expenses.

4. Telephony Services

SpeechStorm will provide the Telephony Services subject to any terms and conditions of the Telecoms Provider as supplemented by the terms of this Agreement. In the event that any specific terms and conditions of the Telecoms Provider conflict with the terms of this Agreement, the terms of this Agreement shall prevail. The Charges for Telephony Services are subject to variation in the event that the Telecoms Provider varies its charges or terms and conditions of use during the Term; SpeechStorm shall advise the Customer in writing of any increase to the charges and the date on which the increase (if any) will take effect.

5. Payments

Invoices shall be raised in accordance with the terms of the Order Form and shall be paid by the Customer as follows:

- (a) Invoices relating to the Hosting Fees and the Telephony Fees shall be paid within thirty (30) calendar days of the invoice date by standing order.
- (b) Unpaid or overdue invoices shall attract interest on the outstanding balance from the due date until the date of actual payment, at the rate of 2% above the base rate of the Bank of Ireland UK. Non-payment of a valid invoice for more than thirty (30) calendar days following the due date may be treated as a repudiatory breach of contract and will entitle SpeechStorm to terminate the provision of the Services with immediate effect and without penalty.
- (c) The Customer will not be entitled under any circumstances to set off, in whole or in part, any sums due to SpeechStorm under this Agreement against sums due to the Customer from SpeechStorm in respect of any dealings between the Customer and Kainos.

6. Limitations

6.1 Save as expressly set out in this Agreement, all conditions, warranties, terms, undertakings and representations of any kind whatsoever, express or implied, whether by statute, common law or otherwise in respect of Services are hereby disclaimed by SpeechStorm and its suppliers to the fullest extent permitted by law, including, without limitation, the implied conditions and/or warranties of merchantability, title, non-infringement and fitness for a particular purpose.

6.2 SpeechStorm's liability under this Agreement, whether in contract, tort or otherwise (a "Default") shall be as set out in this clause 6. SpeechStorm's liability for actual damages in respect of any one Default shall not in any event, except as provided in clause 6.4, exceed the lesser of (i) the amount paid by the Customer under this Agreement (excluding VAT and expenses) and (ii) £50,000.

To the greatest extent permissible by law but subject always to clause 7 (Indemnity), in no event shall either party be liable to the other for direct, indirect, incidental, consequential, special or other damages including, but not limited to, loss or losses of: (i) profits (actual or anticipated) (ii) revenue; (iii) business; (iv) goodwill; (v) business opportunities; (vi) potential savings, whether or not the other Party was informed, was aware or should have been aware of the possibility of such loss arising.

- 6.3** Neither party excludes liability for death or personal injury caused by its negligence or the negligence of its employees.
- 6.4** Each party accepts liability for physical damage caused to the others tangible property resulting from the negligence of the defaulting party's employees or agents to a maximum amount of £50,000.
- 6.5** SpeechStorm does not monitor and will have no liability for any application or material hosted on the Hardware or channelled through any application or material hosted on the Hardware or any application hosted by it or inputted by it on the Customer's instructions as part of the Hosting Services. SpeechStorm will have no liability for unauthorised access to, or alteration, theft, or destruction of material or loss of data placed on the Hardware distributed, channelled through or otherwise promulgated via the Hosting Services and / or the Telephony Services through accident, fraudulent means or devices.
- 6.6** SpeechStorm is not responsible for the usage and purpose to which the Customer puts the Products and / or hosted applications. It is the Customer's responsibility to comply with all laws, regulations and relevant binding codes of practice in the jurisdiction in which the Customer uses the Products and / or hosted applications including but not limited to The Privacy and Electronic Communications (EC Directive) Regulations 2003.
- 6.7** SpeechStorm shall not be liable for any delays or failure to perform resulting from Customer's failure to timely provide any information content or other deliverables necessary to provide the Services to Customer.

7. Indemnity

- 7.1** The Customer hereby agrees to indemnify and hold SpeechStorm, its directors, officers and employees harmless from any claim, demand, suit or proceeding brought by a third party against SpeechStorm resulting from the use of the Services or any application or material hosted on the Hardware by the Customer or any application hosted by SpeechStorm or inputted by SpeechStorm on the Customer's instructions as part of the Services, including but not limited to (i) a claim based on an infringement of any IPR or proprietary right of any kind, legislation or regulation including, without a limitation, a claim that Customer's website or any Content infringes an IPR or propriety right; (ii) a claim based on the Content or the use or transmission thereof by SpeechStorm in connection with performing the Services, or the content of the Customer's web site, including but not limited to claims of defamation, invasion of privacy or the violation of any right of publicity or other rights of any person or entity; (iii) a claim alleging that the storage or transmission of any Content by Customer violates any law, rule, regulation or court order; (iv) any use of the Services or the Hardware by Customer or its end users in violation of this Agreement.
- 7.2** The Customer shall pay or reimburse SpeechStorm for any and all costs, expenses, damages, awards, fees (including reasonable legal fees) payable by SpeechStorm to the party bringing such action to the extent that they are awarded in a final judgment or agreed to in settlement and shall provide SpeechStorm with notice of such claims, full authority to defend, compromise or settle such claims and reasonable assistance necessary to defend such claims, at the Customer's sole expense. Such actions will be taken in consultation with the Customer.

8. Termination

- 8.1** This Agreement may be terminated with immediate effect, without penalty, by either party serving on the other a written notice to terminate if the other: presents a petition or have a petition presented by a creditor for its winding up (which shall not be dismissed, adjourned or otherwise rendered ineffective), or shall convene a meeting to pass a resolution for voluntary winding up, or is subject to a proposal for a voluntary arrangement within Part 1 of the Insolvency Act 1986 or a proposal for any other composition scheme or arrangement with (or assignment for the benefit of) its creditors (other than for the purposes of a bona fide reconstruction or amalgamation) or shall enter into any liquidation (other than for the purposes of a bona fide reconstruction or amalgamation) or shall call a meeting of its creditors, or shall have a trustee, receiver, administrative receiver or similar officer appointed in respect of all or any of its undertakings or assets, or shall be deemed to be unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or shall cease to carry on business as a going concern, or if required by law or regulation or as compelled by a law enforcement or government agency, or if either party materially breaches any provision of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the breach.
- 8.2** In the event SpeechStorm terminates service to Customer because of a breach by Customer, Customer will be charged in full for the month in which the breach occurred or such other period as is deemed reasonable by SpeechStorm in the circumstances. Termination, cancellation or expiration of this Agreement shall not affect the accrued rights or liabilities of either party.

9. Lawful Purposes

- 9.1** Customer shall be solely responsible for the creation, editorial content, control and all other aspects of the Content. Customer represents and warrants that it has obtained (or will obtain), prior to transmission to the Hardware, all authorisations and permissions required to use and transmit the Content over the Hardware as part of the Services.
- 9.2** Customer agrees that it will use the Services and the Hardware only for lawful purposes and in accordance with this Agreement. Customer shall comply with all applicable laws and regulations when using the Services or the Hardware, including, without limitation compliance with applicable international export and privacy laws, privacy policies of Customer and third parties and other laws regarding the transfer and/or transmission of data. Customer represents that it will not use the system in contravention of the Communications Act 2003 (as amended from time to time) and will at all times abide by any relevant code of practice, rule, statement or guideline issued by ICSTIS or OFCOM, as amended from time to time, including the terms of the Ofcom

Statement of Policy of the Persistent Misuse of an Electronic Communications Network or Electronic Communications Service.

- 9.3** The Customer shall not maintain, retain, distribute, channel through or otherwise promulgate through or using any application placed on the Hardware or otherwise hosted by SpeechStorm, any material or other information which: i) infringes the IPR of any third party; ii) is in breach of any law, statute or regulation; iii) is obscene, pornographic or indecent or would otherwise bring SpeechStorm or the Telecoms Provider into disrepute; or iv) contains any virus or other computer programs intended to cause interruption and/or damage and the Customer will indemnify SpeechStorm for any breach of this clause 9.
- 9.4** Customer acknowledges and agrees that the Services and the Hardware are not designed, intended, authorised or warranted to be suitable for hosting life-support applications or other critical applications where the failure or potential failure of the Services or the Hardware can cause injury, harm, death, or other grave problems including, without limitation, loss of aircraft control, hospital life-support systems, and delays in getting medical care or other emergency services. Customer acknowledges and agrees that it will not use the Services or the Hardware to support such applications and that Customer assumes any and all risk arising out of use in contravention of this clause 9.4.
- 9.5** Customer represents and warrants to SpeechStorm that no Content shall be knowingly transmitted by Customer through the Hardware containing any program, routine or device which is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, including, without limitation, any time bomb, virus drop dead device, malicious logic, worm, Trojan horse or trap or back door.
- 9.6** SpeechStorm reserves the right and has absolute discretion to remove from the Hardware any application or material that violates this Agreement or is otherwise objectionable or potentially infringes any laws or any third party's rights. SpeechStorm may take such corrective action as it deems, in its entire discretion, necessary to remedy any such breach including immediate suspension or termination of the Services or any part thereof.
- 9.7** Customer will be responsible for, and shall pay any applicable Service Fees associated with any unauthorised use by Customer of the Services, telephone numbers assigned to Customer and Customer's account. In the event that Customer becomes aware of such unauthorised use, SpeechStorm will issue to Customer, at Customer's request, replacement telephone number(s) for use with the Services.

10. Force Majeure

Neither party shall be liable to the other for any delay or failure to perform arising out of circumstances beyond its reasonable control, including, without limitation, acts of nature, adverse weather conditions, fire, flood, lightning, war, terrorism, third party equipment or transmission failures or security breaches (a "Force Majeure" event).

11. Data Protection

The parties warrant that they will duly observe and comply with all of their respective obligations under the prevailing and applicable data protection legislation when carrying out obligations or exercising rights under this Agreement.

12. Priority & Variation of Agreement

- 12.1** Any terms and conditions specified in the Order Form will operate to supplement the terms of this Agreement. In the event that any specific terms in the Order Form conflict with the terms of this Agreement the terms specified in the Order Form shall prevail and operate to vary the terms of this Agreement accordingly.

Acceptance by SpeechStorm of your Order is acceptance that the terms of this Agreement, as varied and/or supplemented by the Order, shall apply to the entire exclusion of any other terms and/or conditions endorsed upon, delivered with or contained in any quotation, acknowledgment or acceptance of the Order or any such document sent to SpeechStorm following acceptance of the Order.

- 12.2** No variation of this Agreement (including the completed Order Form) will be effective unless evidenced in writing, signed by authorised representatives of both parties and exhibited to this Agreement.

13. Non-Solicitation

Neither Party will for the duration of this Agreement or within (6) six months of its termination or expiry solicit, canvass or entice away, directly or indirectly any employee of the other. The parties agree that breach of this clause 13 would involve the other in significant expense and will entitle the other to liquidated damages of an amount equivalent to the basic annual salary of the employee so solicited or the cost of replacing them, whichever is the greater.

14. Transfer of Agreement

- 14.1** This Agreement is personal to the parties and neither party shall, without the prior written consent of the other, assign, transfer, charge or deal in any other manner with this Agreement except that SpeechStorm may assign or transfer its benefits and obligations under the Agreement without such consent in connection with a merger, demerger, corporate reorganisation or asset sale. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

14.2 This Agreement supersedes all prior representations, arrangements, understandings and agreements between the parties relating to the subject matter of this Agreement and together with the Order Form and, where relevant, the Licence set out in the Order Form, sets forth the entire, complete and exclusive agreement and understanding between the parties relating to the subject matter of this Agreement. Neither party has relied on any representation, arrangement, understanding or agreement (whether written or oral) not expressly set out or referred to in this Agreement.

15. Interest in the Hardware and Intellectual Property Rights

15.1. The Customer shall not obtain any right or interest in the Hardware and / or the Products by virtue of the provision of the Services and all rights and title in and/or to the Hardware and the Products used in the provision of the Services vests in and shall remain vested in SpeechStorm and that the IPRs to any third party products remain with the manufacturer of such products and its licensors. Any and all use of Products will be subject to the Licence set out in the Order Form associated with this Agreement. Nothing in this Agreement obliges SpeechStorm to use the Hardware and the Products for the exclusive benefit of the Customer. SpeechStorm may at its discretion update, modify or otherwise deal with the Hardware and the Products in any way it sees fit at any time without reference to the Customer.

15.2 Intellectual Property Rights in and to the Hosting Services, Products and Deliverables are vested in and remain vested in SpeechStorm and/or its respective licensors.

15.3 Certain Deliverables and/or Products may be shipped with, as separate works, open source software which is subject to the terms and conditions of separate open-source licence agreements, which may, for example, include the GNU General Public Licence ("GPL") found at www.gnu.org/licenses/gpl.txt.

16. Availability and Support and Maintenance of Hosting Services

16.1 SpeechStorm will make all reasonable efforts to ensure that the Hosting Services will be available to the Customer 24 x 7 (twenty four hours a day, seven days a week) for the Term, or for such other lesser periods as are specified in the Order Form, except for planned maintenance periods and any interruption to the Services and access to the Hardware beyond SpeechStorm's control caused by, for example, a Force Majeure event. SpeechStorm reserves the right to perform maintenance of the Hardware or any other aspect of the Hosting Services or the Telephony Services as SpeechStorm deems necessary. SpeechStorm will provide the Customer with 3 Business Days' notice of any unavailability occurring at any time.

16.2 SpeechStorm will make reasonable efforts to ensure the Hosting Services are monitored during Business Hours by use of monitoring software and will respond to system alerts in a timely manner. The Customer agrees to notify SpeechStorm promptly should there be any disruption ("Incident") to the Hosting Services via the support email addresses or telephone numbers supplied to the Customer. SpeechStorm will use all reasonable endeavours to ensure that a staff member is assigned to deal with the Incident within the target response time specified below at table 15.3 for the relevant classification of Incident. Target response times commence on receipt of details of an Incident from the Customer. The Customer shall determine into which classification any Incident falls, subject to SpeechStorm's right to recategorise an Incident should it consider this appropriate in its reasonable opinion. Target response times will be deemed to be met where a staff member has been assigned to deal with the Incident prior to expiry of the relevant target response time. Where an Incident is raised by the Customer, SpeechStorm will endeavour to keep the Customer informed at all stages of problem resolution. Where SpeechStorm responds to a system alert generated by the monitoring software SpeechStorm will inform the Customer if SpeechStorm deems that the Customer's service may be affected by the cause of the system alert. In which case, SpeechStorm will endeavour to keep the Customer informed at least weekly of problem resolution.

16.3 Incidents will be prioritised and the target response will vary accordingly as detailed in the following tables:

TABLE 1: Classifications & Priorities

Priority	Classification
A. Critical	Hosting services are non-operational
B. Severe	Critical component of the Hosting Services is disrupted which is having considerable business impact
C. Serious	Non-critical component of the Hosting Services is disrupted
D. Minor/Query	Routine advice and guidance request, minor/irritant loss of functionality, documentation deficiency or usability suggestion

TABLE 2: Target response times during Business Hours

Classification	Initial Target Response Time	Update Frequency
Critical	Within 1	Every 0.5

	Business Hour,	Business Hour
Severe	Within 4 Business Hours	Every 4 Business Hours
Serious	Within 1 Business Day	Every 2 Business Days
Minor/Query	Within 5 Business Days	N/A

17. Telephone Numbers

Where telephone numbers and / or an IP address(es) ('Numbers') are allocated as part of the Services: i) SpeechStorm shall obtain all necessary approvals, permissions or authorisations for the use of the Number(s) and all right and title in or to the Number(s) shall remain vested in SpeechStorm and/or the Telecoms Provider; ii) the Customer acknowledges that it has no right, title or interest in such Number(s); iii) the Number(s) are not portable or transferable; iv) SpeechStorm may change the Number(s) at any time (although SpeechStorm will where possible endeavour to maintain the Number(s) for the Term; v) the Customer shall relinquish any Number(s) upon expiry of the Term or termination of this Agreement (whichever is earlier) for any reason, where the Number(s) is changed during the Term or is withdrawn from the Customer (for whatever reason) SpeechStorm will not be responsible for the loss of any associated publicity, investment and/or goodwill associated with the Number(s). SpeechStorm does not guarantee the quality of telephone connections or number availability and service limitations may apply.

18. Disclaimed Warranties

18.1 To the maximum extent permitted by applicable law, the Services are provided to customer on an "as is" basis without any condition or warranty whatsoever. SpeechStorm makes no other warranty of any kind, whether express, implied, statutory or otherwise relating to the Services or any other materials or services furnished or provided to Customer under this Agreement. In particular, SpeechStorm does not warrant (i) the Hardware and Products, (ii) the results that may be obtained from the use of the Hardware, the Services, (iii) that the Services and/or the availability of the hosted application or Product shall be continuous, or error-free, or (iv) that the Services shall meet all of Customer's requirements and will not be responsible for any loss of call revenue or other losses of whatever nature or detriment associated with any downtime, howsoever occasioned. The Customer shall not be entitled to any refund or rebate of Charges in respect of any Downtime.

18.2 SpeechStorm shall use reasonable efforts to monitor and protect against unauthorised access to Content while on or within the Hardware. Customer acknowledges, however, that the portion of the Hardware through which Content will pass and the servers on which Content will be stored will not be segregated or in a separate physical location from servers on which SpeechStorm's other customers' content is or will be transmitted or stored.

19. Engagement of Contractors

SpeechStorm reserves the right to engage third party consultants/contractors in the performance of the Services.

20. Confidentiality

The parties may disclose to each other certain information necessary for the effective performance of the Agreement. The receiving party shall treat all such information as confidential and shall not disclose it without the prior written consent of the disclosing party. The receiving party shall limit the use of such information even within its own organisation to the extent necessary to perform this Agreement effectively. The obligation of confidence shall not extend to any part of the information which (a) has been disclosed in publicly available sources of information; (b) is, through no fault of the receiving party, hereinafter disclosed in publicly available sources of information; (c) is now in the possession of the receiving party without any obligation of confidentiality; or (d) has been made public by a third party, otherwise than in breach of an obligation of confidence.

21. Third Party Rights

This Agreement does not create any right enforceable by any person who is not a party to it ('the Third Party') under the Contracts (Rights of Third Parties) Act 1999.

22. Notices

All notices and communications shall be in writing and shall be sent by first class post to the parties' respective registered offices or main business premises. Such business communications shall be deemed to have reached the party to whom it is addressed on the next business day following the date of posting. The parties may agree in writing to accept notices and communications in another format.

23. General

Nothing in this Agreement shall be construed as creating a joint venture, fiduciary relationship, agency or partnership between SpeechStorm and the Customer. Headings are for convenience only and shall not be otherwise construed in interpreting this Agreement. Any reference in this Agreement to any statutory enactments or instruments shall be deemed to refer to such enactments or instruments as amended from time to time. Any waiver of any breach of a provision of this Agreement shall not constitute a waiver of any other or further breach of any provision of this Agreement. In the event that any term of this Agreement is held by a court of competent jurisdiction to be unenforceable, such term or terms shall be deemed severed and the remainder of the Agreement shall not fail but shall continue in full force and effect. The following terms of this Agreement shall survive termination of the Agreement for whatever reason: 5, 6, 9, 11, 14, 15, 17, 19, 20, 22, 23 and 24. SpeechStorm may at its discretion reference the Customer as a customer of SpeechStorm in

advertising and promotional materials. SpeechStorm reserves all rights which are not expressly granted in this Agreement.

24. Dispute Resolution and Governing Law

24.1 Any dispute which may arise between SpeechStorm and the Customer concerning this Agreement shall be determined as follows:

- (a) The dispute will in the first instance be referred to the **Project Managers** for discussion and resolution within seven (7) working days of the dispute being referred (or such other date as is mutually agreed).
- (b) If the dispute is not resolved within the agreed timeframe then the dispute will be referred to **Chief of Operations** level, who must meet within seven (7) working days of the escalation date (or such other date as is mutually agreed) to attempt to resolve the dispute.
- (c) If the dispute is not resolved within the agreed timeframe then the dispute will be referred to **Chief Executive** level who must meet within seven (7) working days of the escalation date (or such other date as is mutually agreed) to attempt to resolve the dispute.

24.2 This Agreement is governed by the laws of Northern Ireland and the parties submit to the exclusive jurisdiction of the Courts of Northern Ireland.