

Kbase Connect Terms of Business (Development and Licensing)

1	Agreement	5.6.3	When the Client has used the Solution in a live environment.
1.1	By signing the Initial Requirements Document, the person doing so (the Client) is entering into an agreement - the Project Agreement - with Kbase Connect Ltd on, and subject to, these terms.	6	Hosting
2	Interpretation	6.1	This Clause 6 applies after the Client has given Kbase Connect an Acceptance Notice.
2.1	These terms and the other Project Documents are to be interpreted in accordance with Clause 23.	6.2	Kbase Connect will arrange for the Solution to be hosted on the Equipment.
3	Services	6.3	If the Solution includes a website, Kbase Connect will arrange for that website to be accessible via the Solution URL in accordance with the Availability and Performance Service Levels.
3.1	Kbase Connect will prepare a Functional Specification for the Solution which reflects and expands upon the Initial Requirements Document.	6.4	Kbase Connect will take reasonable steps to secure the Solution against unauthorised changes while it is being hosted pursuant to this Clause 6 by requiring the use of an administration password known only to the Client. The Client will keep the password secret.
3.2	Once the Client has accepted the Functional Specification, Kbase Connect will use reasonable commercial efforts to create, host and maintain the Solution for the Client in accordance with these terms.	7	Maintenance and Support
4	Client Material	7.1	This Clause 7 applies after the Client has given Kbase Connect an Acceptance Notice and for so long as the Client has paid the Charges for this maintenance and support service. (The Charges for the hosting service described in Clause 6 include the Charges for this maintenance and support service.)
4.1	The Client will supply the Client Material in accordance with the Project Documents.	7.2	Kbase Connect will provide advice by telephone and e-mail to up to two competent trained employees of the Client in order to help the Client use the Solution. This is an advice and guidance service; it is not a substitute for management consultancy, project management, implementation control, system consultancy, or product training.
4.2	The Client warrants that it has all rights and permissions which are necessary for it to supply the Client Material, to include it in the Solution, and to authorise Kbase Connect to use it in accordance with the Project Agreement.	7.3	If the Client notifies Kbase Connect of a problem with the Solution that is a Solution Defect, Kbase Connect will take reasonable commercial steps to investigate it and fix it in accordance with the Maintenance and Support Service Levels, and will promptly notify the Client if it believes that it will not be able to do so in accordance with those service levels or at all.
5	Testing and Acceptance	7.4	If the Client notifies Kbase Connect of a problem with the Solution that is not a Solution Defect (whether that is known at the outset or is shown to be the case later), Kbase Connect will take reasonable commercial steps to investigate it and to either fix it or reduce its impact, but it does not give any commitment that it will do so in accordance with the Maintenance and Support Service Levels and the Client will pay for this work at the rates specified in the Project Documents.
5.1	Kbase Connect will inform the Client when the Solution is or will be available for the Client to test and, if one is necessary, will provide the Client with a URL and password to enable the Client to review it and test it. If the Solution is not suited to testing by the Client via an internet connection, Kbase Connect will deliver an executable copy of the Solution to the Client.	8	Transfer
5.2	The Client will test the Solution to determine whether it is Compliant.	8.1	At the Client's written request, and following its receipt from the Client of the Transfer Charge in cleared funds, Kbase Connect will: (i) execute any transfer documents required to transfer the registration of the Solution URL into the Client's name, (ii) provide the Client with a copy of the source code for the Solution, and (iii) grant the Client a perpetual, non-exclusive licence under Kbase Connect's Intellectual Property Rights in the Solution permitting the Client to use the Solution and to maintain and develop it (and to have a third party host, maintain and develop it for the Client).
5.3	If the Solution is Compliant, the Client will promptly give Kbase Connect notice of this (an Acceptance Notice). If the Solution is not Compliant, the Client will promptly give Kbase Connect notice of this, including full details of why it is not Compliant (a Rejection Notice).		
5.4	If the Client has served a valid Rejection Notice, Kbase Connect will modify and resubmit the Solution.		
5.5	Clauses 5.1 - 5.4 apply to each version of the Solution submitted for testing until such time as a version is Compliant or the Client terminates the Project Agreement pursuant to Clause 19.2.		
5.6	The Client will be deemed to have accepted the Solution at the earliest of the following times:		
5.6.1	When the client has had a version available for testing for 7 days and has not served a valid Rejection Notice;		
5.6.2	When the Client has used the Solution for any purpose other than determining whether it is Compliant;		

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9	Project Management	11	Intellectual property rights
9.1	Each party will liaise and co-operate with the other, and will make all reasonable efforts to ensure that all communications between them regarding the Project are made through the Project Managers.	11.1	Subject to Clause 11.2, all title, rights and interests (including all Intellectual Property Rights) in and to the following belong to, and vest in, Kbase Connect: the Project Documents; the Solution; all design documents and materials other than those provided by the Client; any associated documentation. The Client does not acquire any title, right or interest in or to any of these, and assigns (including by way of an assignment of future copyright) all such title, rights and interests to Kbase Connect absolutely with full title guarantee and free of all encumbrances and licences.
9.2	Each party will ensure that it responds to the other's requests for information promptly, accurately and as fully as is possible and reasonable.		
9.3	Each party represents and warrants that its Project Manager has the necessary expertise to fulfil that role and has full authority to represent it and bind it on all matters relating to the Project and the Project Agreement.	11.2	The Client retains all title, rights and interests (including all Intellectual Property Rights) in and to the Client Material except to the extent that it reproduces, records or embodies anything previously provided by Kbase Connect.
10	Charges and Payment		
10.1	The Client will pay the Charges in accordance with the Project Documents and these terms.	11.3	The Client irrevocably authorises Kbase Connect to use the Client Material for the purpose of performing its obligations under the Project Agreement and to retain a copy of the Client Material for its records. This authorisation to use the Client Material for the purpose of performing Kbase Connect's obligations under the Project Agreement lasts for the duration of the Project Agreement and for a reasonable time thereafter so as to enable Kbase Connect to end the hosting arrangements and remove the Solution from the Equipment. This authorisation to retain a copy of the Client Material in Kbase Connect's records is perpetual.
10.2	The Charges stated in the Project Documents do not include VAT, which Kbase Connect will add and the Client will pay at the applicable rate.		
10.3	Unless explicitly stated otherwise, all hosting and maintenance and support Charges are payable in advance.		
10.4	Kbase Connect may vary the Charges by giving at least 60 days' notice before they are due. If it does so, and the Client does not wish to accept the increase, the Client is entitled to terminate the Project Agreement by giving notice within 30 days.	12	Kbase Connect warranties
10.5	If Kbase Connect does not receive any monies by the time they are payable then, without prejudice to its other rights and remedies and without liability to the Client, it may at its sole option:	12.1	Kbase Connect warrants that: (i) it will perform any services under the Project Agreement with reasonable skill and care; (ii) it will design any website which is part of the Solution with the intention of improving and increasing the Client's search engine rankings and levels of business; (iii) the Solution will comply with its description in the Project Documents; (iv) the Solution will comply with the Functional Specification in all material respects; and (v) the Solution will operate with the Equipment.
10.5.1	suspend performance of its obligations under the Project Agreement until payment has been received in full (together with any interest accrued under Clause 10.5.3) and in cleared funds;	12.2	Subject to Clause 12.1, Kbase Connect does not give any assurance (whether as a condition, warranty, other term, representation or otherwise) that the Solution will be of any particular quality or fit for any purpose.
10.5.2	terminate the Project Agreement (or any part of it) immediately on notice or after such period of notice as it shall specify and claim damages; and/or	12.3	Subject to Clause 12.1, Kbase Connect does not give any assurance (whether as a condition, warranty, other term, representation or otherwise) that the Solution will operate with, or be compatible with, any hardware or software.
10.5.3	charge interest on them from when they became payable until they have been received in cleared funds. Interest will accrue daily at the rate of 4% above the base lending rate from time to time of the Bank of England. If Kbase Connect obtains judgment for any monies, interest accrues at this rate before and after that judgment	12.4	Subject to Clause 12.1, Kbase Connect does not give any assurance (whether as a condition, warranty, other term, representation or otherwise) that the Solution will achieve any improvement or increase in the Client's search engine rankings or levels of business.
10.6	Kbase Connect is relieved from all its obligations under the Project Agreement (including any Availability and Performance Services Levels and/or Maintenance and Support Service Levels) while any monies are due and payable to it under that agreement remain unpaid.	12.5	Subject to Clause 12.1, Kbase Connect does not give any assurance (whether as a condition, warranty, other term, representation or otherwise) that the content of the Solution will comply with any legal, regulatory or professional requirements. This is the Client's responsibility.
10.7	Kbase Connect may set off against any liability it has to the Client any monies which are due from the Client under the Project Agreement or any other agreement.	12.6	Kbase Connect warrants that it will not knowingly infringe the rights (including any Intellectual Property Rights) of a third party in the course of creating, developing, hosting, maintaining and supporting the Solution.

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- 12.7 Kbase Connect does not give any assurance (whether as a condition, warranty, other term, representation or otherwise) concerning any aspect of the Project, the Solution or the Services other than those stated in these terms or the Project Documents. Any other condition, warranty, other term or representation concerning the Project, the Solution or Kbase Connect's services which would otherwise be implied is excluded, whether it would be implied by virtue of any circumstances, any rule of law, any previous transactions between the Client and Kbase Connect, any general commercial practices, or the nature of the Project, the Solution or the services. In particular, any term which would otherwise be implied by section 3, 4 or 5 of the Supply of Goods and Services Act 1982, and any similar term which would otherwise be implied by common law, is excluded.
- 13 Indemnities**
- 13.1 Kbase Connect will indemnify the Client, and will keep it indemnified on demand, against all losses, liabilities, costs (including legal professional fees and other legal costs) and expenses suffered or incurred by the Client in connection with any claim by any third party that the Solution infringes any Intellectual Property Right of any person as a result of Kbase Connect having knowingly and wilfully infringed the rights (including any Intellectual Property Rights) of a third party.
- 13.2 The Client will indemnify Kbase Connect, and will keep it indemnified on demand, against all losses, liabilities, costs (including legal professional fees and other legal costs) and expenses suffered or incurred by Kbase Connect in connection with any claim by any third party that anything done by Kbase Connect pursuant to the Client's specific instructions or directions infringes any right (including any Intellectual Property Right) of any third party.
- 14 Restrictions of Kbase Connect's liability**
- 14.1 Kbase Connect's only obligation and liability for the Testing Period is to amend the Solution and re-submit it for testing.
- 14.2 If the Client has issued a termination notice with a Rejection Certificate in accordance with Clause 19.2, Kbase Connect's liability is restricted to refunding all Charges received from the Client other than the Charge (if any) identified in the Project Documents as a separate charge for the Functional Specification.
- 14.3 If the Client has issued an Acceptance Notice, Kbase Connect's obligations and liability for any problems with the Solution (including any Solution Defects) is restricted to providing maintenance and support services pursuant to Clause 7, refunding a fair and reasonable part of those Charges which the Client has paid, and reducing any Charges to be paid by a fair and reasonable amount. The refund of the Charges paid, and the reduction in the Charges to be paid, will be a fair and reasonable part of those Charges to reflect the extent to which, and the time for which, the Solution is not Compliant.
- 14.4 Kbase Connect's liability for failing to comply with Clause 7 is restricted to refunding a fair and reasonable part of those Charges which the Client has paid for those maintenance and support services for the relevant period to reflect the extent to which, and the time for which, Kbase Connect failed to so comply.
- 14.5 Kbase Connect's directors, officers, employees and agents do not have any liability to the Client under the Project Agreement, and they may each rely on this Clause 14.5.
- 14.6 Kbase Connect is not liable for any problem with the Solution that is not a Solution Defect.
- 14.7 Kbase Connect is not liable for failing to remedy any problem with the Solution that is not a Solution Defect.
- 14.8 Kbase Connect is not liable for the consequences of any delay in delivering the Solution.
- 14.9 Kbase Connect is not liable for any indirect or consequential loss or damage.
- 14.10 Kbase Connect is not liable for any loss of revenue, profit, goodwill or reputation, or for any damage to any of these.
- 14.11 Kbase Connect is not liable for any losses, damage, liabilities, costs (including legal professional fees and other legal costs) or expenses suffered or incurred by the Client in connection with, or as a result of, any claim by any third party except under Clause 13.1.
- 14.12 Kbase Connect is not liable for the failure of the Solution to fulfil any legal, regulatory or professional requirement.
- 14.13 Kbase Connect is not liable for the consequences of any computer code which is transmitted through the Solution or any e-mail and is intended to cause unauthorised computer activity (including any virus, Trojan or worm) unless it has been introduced maliciously by Kbase Connect or its staff or contractors.
- 14.14 Unless Kbase Connect has agreed a higher limit (in writing and signed on behalf of Kbase Connect), Kbase Connect's total aggregate liability for all loss, damage, expense and costs (including legal professional fees and other legal costs) suffered or incurred by the Client in connection with the Project, the Solution, and all breaches of the Project Agreement, is limited to £100,000.
- 14.15 The exclusions and restrictions of Kbase Connect's liability in these terms cover its liability on any legal or equitable basis for the loss, damage, expense, costs and other items described:
- 14.15.1 even if they are of a kind which would arise in the ordinary course of things;
- 14.15.2 even if they are of a kind which Kbase Connect is aware (or ought to be aware) could or would occur in the circumstances;
- 14.15.3 however they might arise, even if they result from Kbase Connect's negligence or from other negligence for which Kbase Connect would otherwise be liable.
- 14.16 As special exceptions, Kbase Connect does not exclude or restrict any liability it would otherwise have for any of the following: (i) any breach of any obligations which may be implied by Section 2 of the Supply of Goods and Services Act 1982; (ii) any personal injury resulting from negligence; (iii) fraud.

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15 Events beyond Kbase Connect's reasonable control

15.1 Kbase Connect is not be in breach of the Project Agreement, or liable to the Client in any way whatsoever, for failing to fulfil an obligation to the extent that its failure to do so is due to a cause beyond its reasonable control (which includes the acts and omissions of the person hosting the Solution and anything which is the Client's fault or is due to the Client's failure to fulfil its obligations).

has agreed to). If it does so, Kbase Connect will refund all Charges received from the Client other than the Charge (if any) identified in the Project Documents as a separate charge for the Functional Specification.

19.3 The Client may bring the Project Agreement to an end after the Initial Period by giving at least 1 months' notice. That notice may be given before the end of the Initial Period, but it must expire at or after that time.

16 Confidentiality

16.1 Each party will keep confidential any Confidential Information it acquires and will use that information only in connection with the Project.

19.4 The Client may bring the Project Agreement to an end during the Initial Period by giving notice and paying all the Charges that relate to the Initial Period.

16.2 A party may disclose any Confidential Information it acquires in confidence to its lawyers for the purpose of obtaining legal advice.

19.5 Kbase Connect may bring the Project Agreement to an end by giving at least 1 month's notice. If it does so, it will refund any Charges it has received which relate to any period after the Project Agreement ends.

16.3 A party may disclose any Confidential Information it acquires if it is legally required to do so.

19.6 Kbase Connect may bring the Project Agreement to an end immediately if any of the following apply:

16.4 A party may use and disclose any Confidential Information it acquires to the extent that: (i) it also acquires that particular information otherwise than in connection with the Project, and is entitled to use it; or (ii) that information has ceased to be confidential otherwise than as a consequence of a breach of this Clause 16.

19.6.1 The Client is in breach of these terms and that breach cannot be remedied.

16.5 Any use or disclosure of any Confidential Information by the staff of a party or its contractor is deemed to be made by that party.

19.6.2 The Client remains in breach of these terms more than 7 days after being notified: (i) that it is in breach, (ii) what the breach consists of, (iii) that it is required to remedy that breach.

17 Data protection

17.1 Kbase Connect will treat any Personal Data belonging to the Client as being under the control of the Client, and will only process it in furtherance of the Project.

19.6.3 The Client: (i) is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; (ii) is insolvent; (iii) is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution otherwise than for the purposes of a solvent amalgamation or reconstruction; (iv) has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets; (v) enters into, or proposes, any composition or arrangement with its creditors generally; or (vi) is subject to any analogous event or proceeding in any applicable jurisdiction.

17.2 Kbase Connect warrants that it has in place appropriate technical and organisational security measures protecting against unauthorised or unlawful processing of the Client's Personal Data and against its accidental disclosure, loss or destruction.

17.3 Kbase Connect will not transfer the Client's Personal Data outside the United Kingdom.

19.7 Kbase Connect may bring the Project Agreement to an end immediately if, in its reasonable opinion, that is necessary in order to avoid any infringement of a third party's Intellectual Property Rights. If it does so, it will refund a fair and reasonable part of any Charges it has received which relate to any period after the Project Agreement ends.

18 Publicity

18.1 A party will not make a public announcement relating to the Project or the Project Agreement without the other party's permission. This obligation survives termination of the Project Agreement for any reason whatsoever.

20 Consequences of termination

19 Duration and termination of the Project Agreement

19.1 The Project Agreement continues until it is brought to an end in accordance with this Clause 19.

20.1 If the Project Agreement ends for any reason:

19.2 The Client may bring the Project Agreement to an end by giving a termination notice with a Rejection Notice if: (i) it has previously issued a Rejection Notice identifying the same Solution Defect; (ii) it has co-operated with Kbase Connect in connection with Kbase Connect's attempts to cure that Solution Defect; and (iii) Kbase Connect has failed to cure it within 30 Business Days (or such longer period as the Client

20.1.1 The Client's licence to use the Solution ends;

20.1.2 All monies due under the Project Agreement become payable immediately;

20.1.3 Kbase Connect will end the hosting arrangements and will arrange for the Solution to be removed from the Equipment.

20.1.4 Subject to Clause 20.1.5, the Client will return the Project Documents (and all copies of them) to Kbase Connect without delay.

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- 20.1.5 Kbase Connect will comply with Clause 8.1 if the Client waives the refund of any Charges in addition to paying the Transfer Charge.
- 20.2 If the client has brought the Project Agreement to an end pursuant to Clause 19.2, and Kbase Connect has retained a Charge for the Functional Specification, the Client is entitled to retain the Functional Specification and to use it (and to authorise a third party to use it) for the purpose of creating an alternative to the Solution.
- 21 Notices**
- 21.1 To be valid, a notice must be in writing and must be sent by fax, e-mail or recorded delivery to the receiving party's Project Manager using the contact details stated in the Project Documents.
- 21.2 A properly served notice takes effect when it is available to the recipient (or would be if the recipient were there to receive it) except that a notice which first becomes available for reading after 5.00 pm takes effect at 9.00 am on the next Business Day.
- 22 General**
- 22.1 To the extent that there is any conflict between them, a later document takes priority over an earlier one. In particular, the Functional Specification takes priority over the Initial Requirements Document.
- 22.2 Kbase Connect may assign the benefit of the Project Agreement to any third party, but the Client may not assign or otherwise confer the benefit of the Project Agreement to or on any third party in any way whatsoever.
- 22.3 Kbase Connect may delegate the performance of any of its obligations to a third party.
- 22.4 Except where the Project Agreement expressly provides otherwise, it does not confer on any person other than the parties any right to enforce or rely on any term of the Project Agreement. The parties are entitled to exercise their rights (if any) to rescind, terminate or vary the Project Agreement without the consent of any third party and without informing any third party.
- 22.5 If any provision of these terms is invalid, unenforceable or unlawful, the other provisions continue to apply.
- 22.6 If any invalid, unenforceable or unlawful provision of these terms would be valid, enforceable or lawful if some part of it were deleted, it applies with whatever deletion is necessary to give effect, so far as is possible, to the apparent commercial intention of the parties.
- 22.7 A party does not vary the Project Agreement, or forego its right to exercise or claim any right or remedy, by reason of any failure or delay in exercising or claiming that or any other right or remedy, and the other party will not claim that such a delay or failure has such an effect.
- 22.8 Without limiting the scope of Clause 22.7, Kbase Connect remains relieved from its obligations in accordance with Clause 10.6, and retains all its rights under these terms (including the right to sue for payment and to bring the Project Agreement to an end), notwithstanding that it may have continued to act in accordance with these terms after any monies have become overdue, and notwithstanding that it may have accepted payment of any other monies which may subsequently have fallen due.
- 22.9 A waiver or variation of the Project Agreement is not binding on either party unless it has been recorded in writing and signed on behalf of both parties.
- 22.10 The Project Documents and these terms record the entire agreement between the parties concerning the Project and the Solution, and supersede any previous agreement regarding them. In entering into the Project Agreement, neither party has relied on any statement or representation which is not recorded in these terms or the Project Documents. This does not affect the rights or liabilities of either party in respect of any fraud.
- 22.11 This agreement is subject to English law, and the English courts have exclusive jurisdiction over any dispute concerning or arising out of the Project Agreement, the Project or the Solution.
- 23 Interpretation**
- 23.1 In these terms and the Project Agreement, the following words and expressions have the following meanings:
- 'Acceptance':** The Client's actual or deemed acceptance of the Solution.
- 'Acceptance Notice':** A notice given by the Client pursuant to Clause 5.3.
- 'Availability and Performance Service Levels':** The levels of the Solution's availability and performance described in the Project Documents.
- 'Business Day':** Monday to Friday, except public holidays.
- 'Charges':** The fees and other charges stated in the Project Documents.
- 'Client Material':** The documents, files and other material identified in the Project Documents as material to be provided by the Client, together with any other material provided by the Client.
- 'Compliant':** The Solution is compliant with the warranties in Clause 12.1.
- 'Confidential Information':** All information of a confidential nature acquired by a party in connection with the Project which concerns the Project or the affairs of the other party and is either clearly of a confidential nature or is identified as confidential at the time of its acquisition.
- 'Equipment':** The equipment identified in the Project Documents as the equipment on which the Solution is to be hosted for the Client.
- 'Functional Specification':** The document to be written and issued by Kbase Connect as a full specification of the Solution, and identified as such.
- 'Initial Period':** The first 3 months of the Project Agreement.
- 'Initial Requirements Document':** The document to be written and issued by Kbase Connect as a provisional and basic description of the Solution, and identified as such.

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<p>'Intellectual Property Rights': All intellectual property rights (both those existing at the start of the Project Agreement and those arising at any time thereafter), wherever in the world arising, whether or not registrable whether or not registered, and including any application for registration. These include copyright, know-how, confidential information, trade secrets, business names and domain names, trade marks, service marks, trade names, patents, design rights, database rights and all rights in the nature of unfair competition rights or rights to sue for passing off.</p>	23.3	References to Kbase Connect, the Client and the parties include their permitted successors and assigns.
<p>'parties': The original parties to the Project Agreement and their permitted successors and assigns.</p>	23.4	References to statutory provisions include any regulations made under those provisions and are to those statutory provisions as amended or re-enacted from time to time.
<p>'Personal Data': Has the same meaning as in the Data Protection Act 1998.</p>	23.5	References to any gender include all genders.
<p>'Project': The creation, development, maintenance, support and hosting of the Solution in accordance with these terms and the Project Documents.</p>	23.6	Words in the singular include the plural and words in the plural include the singular.
<p>'Project Agreement': The contract for the design, creation, hosting, maintenance and support of the Solution, which consists of these terms and the Project Documents.</p>	23.7	The use of the word ' <i>including</i> ' and the phrase ' <i>in particular</i> ' are only intended to illustrate specific examples. The use of these words and examples does not restrict the scope of any term of the Project Agreement in any way whatsoever.
<p>'Project Documents': (i) The Initial Requirements Document and Functional Specification; together with (ii) any other documents which have been signed on behalf of Kbase Connect and the Client and are referred to in either of the documents described in (i) or refer to either of those documents.</p>	23.8	Any provision of the Project Agreement is a continuing one throughout the term of the Project Agreement, and notwithstanding the use of the present tense it is not limited to the time at which the Project Agreement is concluded.
<p>'Project Manager': The individuals representing the parties in connection with the Project and identified as such in the Project Documents, or as subsequently substituted by a party giving notice.</p>		
<p>'Rejection Notice': A notice given by the Client pursuant to Clause 5.3.</p>		
<p>'Maintenance and Support Service Levels': The maintenance and support service levels identified in the Project Documents.</p>		
<p>'Solution': A website and/or website related application and/or offline software application created by Kbase Connect and conforming to the description in the Project Documents.</p>		
<p>'Solution Defect': A failure of the Solution to comply with the Project Documents in any material respect when in operation on the Equipment, where that failure is due to any aspect of the Solution itself (excluding the Client Material). A failure due to the Equipment or the hosting service is not a Solution Defect.</p>		
<p>'Solution URL': the URL identified as such in the Project Documents.</p>		
<p>'Testing Period': The period from the date of this Agreement until the Client has either served an Acceptance Notice or has served a termination notice with a Rejection Notice in accordance with Clause 19.2.</p>		
<p>'Transfer Charge': The charge (if any) identified as such in the Project Documents.</p>		
23.2		An obligation to refrain from doing something (in whatever language that obligation is expressed) includes an obligation not to attempt or purport to do that thing.