

Terms and conditions

1. INTRODUCTION

- 1.1. The Client wishes to appoint NightJarr to render the Services on the basis set out in this Framework Agreement.
- 1.2. NightJarr and the Client have reached agreement on the terms and conditions, which will regulate the provision of the Services and wish to reduce the terms of their agreement to writing in the form of this Framework Agreement.

2. INTERPRETING THIS AGREEMENT

- 2.1. This Agreement contains a number of words and phrases which have specific meanings and most of which are capitalised. The Glossary, clause 19 below, contains many of these words and phrases (others are set out in this Agreement's body and are designated by terms in quotation marks).
- 2.2. NightJarr also applies certain rules when interpreting this Agreement and the Interpretation Guide, which sets out these rules, is in clause 18 below.

3. APPOINTMENT AND DURATION

- 3.1. The Client hereby appoints NightJarr, which appointment NightJarr hereby accepts, to render the Services on the terms and conditions as set out in this Framework Agreement.
- 3.2. This Framework Agreement shall commence on the Signature Date and endure until terminated on the basis set out in this Framework Agreement.

- 3.3. Either Party may terminate this Framework Agreement on 3 months' notice by delivering a written Termination Notice to this effect and only after –
 - 3.3.1. the Services described in each Work Order in effect at the time of such notice have been fully rendered and the associated fees paid in full; or
 - 3.3.2. the remaining Work Order in effect at the time of such notice have been terminated in accordance with this Framework Agreement's provisions and the Client has paid any fees due to NightJarr as at the date of the notice in full.

4. EFFECT OF TERMINATION

- 4.1. In the event this Framework Agreement is terminated for any reason whatsoever, the following clauses shall survive termination:
 - 4.1.1. Clause 6 pertaining to Fees;
 - 4.1.2. Clause 8 pertaining to Confidentiality;
 - 4.1.3. Clause 9 pertaining to the Prohibition on Solicitation or Interference;
 - 4.1.4. Clause 10 pertaining to Liability;
 - 4.1.5. Clause 11 pertaining to Breach;
 - 4.1.6. Clause 12 pertaining to Governing Law and Jurisdiction; and
 - 4.1.7. Clause 16 pertaining to Domicilium and Notices.

5. THE SERVICES

- 5.1. Work Orders
 - 5.1.1. NightJarr shall, during the currency of this Framework Agreement, render the Services on the basis set out in the Work Order.
 - 5.1.2. The Work Order may be amended or wholly replaced by the Parties provided that each amended or replacement version of the Work Order shall be affected in writing and be signed by both Parties' representatives.
 - 5.1.3. Work Order amendments or replacements may, at NightJarr's discretion, require consequential changes to NightJarr's fees payable and delivery timeframes for the Services described in the amended or replacement Work Order. NightJarr shall notify the Client of any such changes in writing and Services based on such amended or replacement Work Order shall commence on acceptance of such changes by the Client.

- 5.1.4. Each version of the Work Order shall become binding on the Parties upon signature of each version of the Work Order by both Parties and shall be governed by the terms of the main body of this Framework Agreement.
- 5.1.5. The Work Order, as amended and signed by the Parties' representatives from time to time, shall specify the Services to be rendered by NightJarr pursuant to this Framework Agreement, as well as any other responsibilities of the Parties.
- 5.1.6. To the extent a conflict or inconsistency arises between the Work Order, as amended from time to time, and the main body of this Framework Agreement in respect of the Services' description, the Work Order' provisions shall prevail to the extent of the inconsistency.
- 5.1.7. The Services shall, unless specified in the Work Order or otherwise agreed in writing, be rendered during the Operating Hours.
- 5.1.8. The Parties expressly record that each of the Services constitutes a separate and distinct service, and nothing set out in this Framework Agreement shall be construed as obliging NightJarr to render all such Services as a single, indivisible service.

5.2. Intellectual Property

- 5.2.1. All Intellectual Property Rights together with all right, title and/or interest therein attaching to –
 - 5.2.1.1. the Proprietary Content shall remain vested in NightJarr, and NightJarr shall grant the Client an exclusive Content License in respect of the Proprietary Content, until such time as NightJarr has been paid, in full, for the Proprietary Content;
 - 5.2.1.2. the Proprietary Content shall, once NightJarr has been paid, in full, for the relevant Proprietary Content, vest in the Client;
 - 5.2.1.3. the Client's Content shall, at all times remain vested in the Client; and
 - 5.2.1.4. NightJarr's Content shall, at all times remain vested in NightJarr; and
 - 5.2.1.5. External Party Content shall, at all times remain vested in the applicable third party owner;
 - 5.2.1.6. and nothing in this agreement shall be deemed to be a transfer of the aforesaid Intellectual Property Rights to either Party.
- 5.2.2. NightJarr grants the Client a non-exclusive Content License in respect of NightJarr's Content.

- 5.2.3. Notwithstanding the provisions of clause 5.2.2 above, the Client shall not –
 - 5.2.3.1. save as may be required for the fulfilment of this Agreement, reproduce or modify NightJarr's Content; or
 - 5.2.3.2. cause or allow the discovery by any third party of the source code of any software owned by NightJarr; or
 - 5.2.3.3. rent or lease NightJarr's Content or its direct derivatives; or
 - 5.2.3.4. distribute NightJarr's Content to third parties.
- 5.2.4. NightJarr shall not:
 - 5.2.4.1. remove and/or tamper with the copyright, trademark and other proprietary notices contained on or in the Proprietary, the Client's and/or Third Party Content and shall reproduce such notices on all copies of such Content;
 - 5.2.4.2. save as provided for herein, reproduce or modify the Proprietary Content, the Client's Content and/or Third Party Content; or
 - 5.2.4.3. cause or allow the discovery by any third party of the source code of any software owned by the Client's and/or any third party; or
 - 5.2.4.4. rent or lease the Proprietary Content, the Client's Content and/or Third Party Content or its direct derivatives; or
 - 5.2.4.5. distribute the Proprietary Content, the Client's Content and/or Third Party Content to third parties.
- 5.3. Third party services
 - 5.3.1. The Services may incorporate the use of third party websites and/or services.
 - 5.3.2. The Client acknowledges that NightJarr does not render legal services and that the Client shall remain solely responsible for familiarising itself with and complying, as well as ensuring compliance, with the terms and conditions governing the use of those third party websites and/or services.
- 5.4. Outsourced services
 - 5.4.1. As at the commencement of this Framework Agreement, certain of the Services set out in the Work Order and which are to be provided by NightJarr to the Client in terms of this Framework Agreement (the "Outsourced Services") may be outsourced by NightJarr to third party service providers (the "Service Provider/s");
 - 5.4.2. NightJarr shall be entitled at any time and from time to time to change the identity of any Service Provider and/or to sub-contract any of the Outsourced Services to a new Service Provider and/or to delegate to one or more existing or new Service Provider all or any part of its obligations to provide any

particular Service to the Client in terms of this Framework Agreement.

- 5.4.3. The Client acknowledges that the Service Providers' terms and conditions of service shall govern the provision of the outsourced services as between NightJarr and such Service Provider. The Parties further record and agree that NightJarr shall, at any time during the term of this Framework Agreement, be entitled to appoint and/or terminate the services of such Service Providers provided that such appointment and/or termination of Service Providers shall not be Contently detrimental to NightJarr's performance of its obligations and/or compromise the service levels agreed to in terms of this Framework Agreement.

5.5. Service Levels

- 5.5.1. NightJarr hereby undertakes to ensure that the standard of the Services it shall render to the Client in terms of this Framework Agreement shall be in accordance with the Work Order or, in the absence of the Work Order, in accordance with relevant industry standards.

6. FEES

- 6.1. The Client shall, as consideration for the Services to be rendered by NightJarr in terms of this Framework Agreement and described in a Work Order, effect payment to NightJarr of its fees which are set out in the corresponding Work Order.
- 6.2. The Client shall pay the fees, to NightJarr, in the amounts and on the terms stated in NightJarr's interim and final invoices issued to the Client from time to time.
- 6.3. Unless otherwise agreed in writing or in a subsequent Work Order, the fees shall escalate at the rate of 6% per annum on each anniversary of the commencement date of this Framework Agreement. In the event of the Client failing to timeously effect payment of any amount due to NightJarr in terms of this Framework Agreement, NightJarr shall, furthermore, be entitled to suspend the provision of the Services in terms of this Framework Agreement for any period in which any payment remains outstanding.
- 6.4. NightJarr reserves the right to charge a 25% cancellation fee, which shall be specified in the Work Order where appropriate, should the Client unilaterally terminate this Framework Agreement in a manner and/or for a reason not expressly provided for in this Framework Agreement.
- 6.5. The Client agrees that it shall pay all NightJarr's expenses in recovering any amounts the Client owes NightJarr, including legal costs on the

attorney and client scale, collection charges and tracing fees, and VAT thereon.

7. REPRESENTATIVES

- 7.1. NightJarr and the Client hereby appoint those persons identified in the Client Details as their representatives for purposes of this Framework Agreement. The persons so nominated by NightJarr and the Client shall liaise with each other in relation to all matters pertaining to the Parties' performance in terms of this Framework Agreement.
- 7.2. Any notice or communication, which either Party may provide to the other Party other than by the agency of the respective representatives identified in the Client Details, shall be invalid and ineffectual.

8. CONFIDENTIALITY

- 8.1. The Receiving Party shall not, without the prior written consent of the Disclosing Party (which consent may, for the avoidance of doubt, be withheld in the unfettered discretion of the Disclosing Party) disclose Confidential Information to any person, and/or make use of Confidential Information for any purposes other than in connection with the rendering of the Services.
- 8.2. The Receiving Party may disclose Confidential Information to its officers, employees and sub-contractors but only to the extent required for the purposes of the rendering of the Services pursuant to the provisions hereof.
- 8.3. The Receiving Party shall inform any officer, employee or sub-contractor to whom it provides Confidential Information, that such information is confidential and shall instruct them to keep it confidential and not to disclose it to any third party (other than those persons to whom it has already been disclosed in accordance with the terms of this Agreement), on the basis that the Disclosing Party is responsible for any disclosure, in breach of this 8, by the person to whom it is disclosed.
- 8.4. Notwithstanding the provisions of this clause 8, either Party shall be entitled in its discretion from time to time to publish and/or to make known to members of the public, including (without limitation) its shareholding, the details of its financial performance, its financial performance forecast and the Party's strategic planning.

9. PROHIBITION ON INTERFERENCE AND SOLICITATION

- 9.1. Neither Party shall knowingly, for the duration of this Framework Agreement and for a period of 1 year after this Framework Agreement terminates for any reason, furnish any information or advice to anyone else which results in any staff member or any representative and/or agent of the other Party who was involved in the implementation or execution of this Framework Agreement to terminate his employment with that Party and/or any other contractual relationship and/or becoming employed by, or directly or indirectly interested in any manner in, any concern which carries on business, directly or indirectly, in competition with any part, aspect or facet of the business conducted by the other Party.
- 9.2. Should any provisions of this clause or part thereof be found by any competent court to be defective or unenforceable for any reason whatever, the remaining provisions of this clause shall continue to be of full force and effect.

10. LIABILITY

- 10.1. Disclaimers and limitation of liability
 - 10.1.1. To the fullest extent permissible by law, NightJarr disclaims all warranties of any kind, whether express or implied in respect of the Services and the Client utilises the Services at its own risk.
 - 10.1.2. The Client agrees that NightJarr is unable to, and is not required to; guarantee a particular commercial result or set of results.
 - 10.1.3. The Client agrees that neither NightJarr nor the NightJarr's Associates shall be liable for any Losses however arising and whatever the cause, in particular pursuant to and in furtherance of this Framework Agreement.
 - 10.1.4. The Client irrevocably waives any claims it may have against NightJarr arising out of, or related to (and agrees not to institute any proceedings in respect of); the Services or this Framework Agreement more than 1 year after the cause of action relating to such claim or legal action arose.
 - 10.1.5. NightJarr's liability to the Client pursuant to the provisions of 10.1.2 shall furthermore be limited to the total amount of the fees charged and paid by the Client in the year in which the liability arose.
- 10.2. Indemnity

- 10.2.1. The Client hereby indemnifies NightJarr and NightJarr's Associates from any Losses, which may arise as a result of the Client's unlawful conduct, wilful misconduct, negligence and/or gross negligence.

11. BREACH

- 11.1. Subject to any other provision of this Framework Agreement providing for the remedy of any breach of any provision hereof, should either Party ("the Offending Party") commit a breach of any provision of this Framework Agreement and fail to remedy such breach within fourteen days of receiving written notice from the other Party ("the Aggrieved Party") requiring the Offending Party to do so, then the Aggrieved Party shall be entitled, without prejudice to its other rights in law to -
 - 11.1.1. cancel this Framework Agreement, provided the breach in question is a Content breach going to the root of this Framework Agreement; or
 - 11.1.2. claim specific performance of all of the Offending Party's obligations whether or not due for performance,
 - 11.1.3. in either event without prejudice to the Aggrieved Party's right to claim damages.
- 11.2. Either Party shall be entitled to summarily terminate this Framework Agreement in the event of the other Party being placed in liquidation or under judicial management, whether provisionally or finally, or in the event of the other Party entering into a compromise with its creditors generally. All amounts due by the other Party in terms of this Framework Agreement shall, in the circumstances contemplated in this clause, immediately become due and payable to the prejudiced Party.

12. GOVERNING LAW AND JURISDICTION

- 12.1. This Agreement shall be governed in all respects by and shall be interpreted in accordance with the laws of the Republic of South Africa and the Parties hereby consent and submit to the jurisdiction of the South Gauteng High Court, Johannesburg.
- 12.2. The Client consents to the jurisdiction of the Magistrates Court in respect of any claim arising out of or pertaining to this Framework Agreement or the Services even though any claim NightJarr may have against the Client exceeds the monetary jurisdiction of the Magistrates Court.

13. INTERRUPTION EVENT

- 13.1. An Interrupted Party shall be relieved of its obligations in terms of this Agreement during the period that the Interruption Event and its consequences continue, only to the extent so prevented, and shall not be liable for any Losses which the other Party may suffer as a result.
- 13.2. The Interrupted Party shall notify the other Party of an Interruption Event in writing as soon as it becomes reasonably aware of the Interruption Event as such. 13.3 In the event that an Interruption Event exceeds –
 - 13.2.1. 20 consecutive days and in the event that alternative services and/or facilities cannot be provided by the Interrupted Party or its nominee, the Parties agree to meet and negotiate the suspension, termination or restructuring of this Agreement; or
 - 13.2.2. consecutive months and in the event that alternative services and/or facilities cannot be provided by the Interrupted Party or its nominee, either Party may terminate this Agreement and shall only remain liable for performance under this Agreement which fell due immediately prior to the Interruption Event.

14. ASSIGNMENT

- 14.1. Save as expressly stated to the contrary herein, no Party ("the Ceding Party") shall be entitled to cede, delegate, assign or otherwise transfer all or any of its rights, interests or obligations under and/or in terms of this Framework Agreement except with the prior written consent of the other Parties.

15. SEVERABILITY

- 15.1. If any clause or term of this Framework Agreement shall have been held by a court of competent jurisdiction to be invalid, unenforceable or illegal, then the remaining terms and provisions of this Framework Agreement shall be deemed to be severable therefrom and shall continue in full force and effect unless such invalidity, unenforceability or illegality goes to the root of this Framework Agreement.

16. DOMICILIUM AND NOTICES

- 16.1. The Parties choose domicilium citandi et executandi ("domicilium") for all purposes arising from or pursuant to this Framework Agreement,

their address and contact details set out in the Client Details in respect of each Party's representative.

- 16.2. Any Party hereto shall be entitled to change its domicilium from time to time, provided that any new domicilium selected by it shall be an address other than a box number in the Republic of South Africa, and any such change shall only be effective upon receipt of notice in writing by the other parties of such change.
- 16.3. All notices, demands, communications or payments intended for any Party shall be made or given at such Party's domicilium for the time being.
- 16.4. A notice sent by one Party to another Party shall be deemed to be received:
 - 16.4.1. on the same day, if delivered by hand;
 - 16.4.2. on the same day of transmission if sent by telefax with receipt received confirming completion of transmission;
 - 16.4.3. on the third day after despatch, if sent by prepaid courier.
- 16.5. Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a Party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen domicilium citandi et executandi.

17. MISCELLANEOUS

- 17.1. This document constitutes the sole record of the Agreement between the Parties in regard to the subject matter thereof.
- 17.2. No Party shall be bound by any express or implied term, representation, warranty, promise or the like, not recorded herein.
- 17.3. No addition to, variation or consensual cancellation of this Framework Agreement, or this clause, shall be of any force or effect unless in writing and signed by or on behalf of all the Parties.
- 17.4. No indulgence, which any of the Parties ("the Grantor") may grant to any other or others of them ("the Grantee(s)"), shall constitute a waiver of any of the rights of the Grantor, who shall not thereby be precluded from exercising any rights against the Grantee(s) which might have arisen in the past or which might arise in the future.
- 17.5. The Parties undertake at all times to do all such things, to perform all such acts and to take all such steps and to procure the doing of all such things, the performance of all such actions and the taking of all such steps as may be open to them and necessary for or incidental to the putting into effect or maintenance of the terms, conditions and import of this Framework Agreement.

18. INTERPRETATION GUIDE

- 18.1. In this Agreement, headings are for convenience and are not intended to be used to interpret the Agreement.
- 18.2. If the Agreement refers to a party who is liquidated or sequestrated (or has been through a comparable process under a different legal system), then the Agreement will also be applicable to and binding on that party's liquidator or trustee, as the case may be.
- 18.3. Unless this Agreement indicates to the contrary, any references to any gender includes the other genders, a natural person includes an artificial person and vice versa, the singular includes the plural and vice versa.
- 18.4. The rule of construction that the contract shall be interpreted against the Party responsible for the drafting or preparation of this Agreement, shall not apply.
- 18.5. Where in this Agreement provision is made for the Parties (or either of them) to agree on or grant approval in respect of any matter, such Agreement or approval shall only be valid and binding on the Parties thereto if reduced to writing and signed by the duly authorised representative of such Parties.
- 18.6. The use of the word "including" followed by a specific example shall not be construed as limiting the meaning of the general wording preceding it and the *eiusdem generis* rule shall not be applied in the interpretation of such general wording or such specific example.
- 18.7. Where this Agreement specifies any number of days, the number of days excludes the first day and includes the last day unless the last day falls on a Saturday, Sunday or gazetted public holiday in the Republic of South Africa, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or gazetted public holiday in the Republic of South Africa. Generally speaking, references to a "day" are references to typical business days.
- 18.8. Any reference to "business hours" shall be construed as being the hours between 08h30 (eight hours and thirty minutes) and 17h00 (seventeen hours) on any Business Day. Any reference to time shall be based upon South African Standard Time;
- 18.9. All annexures, addenda and amendments to this Agreement form an integral part of this Agreement and, therefore, NightJarr's contract with the Client.

19. GLOSSARY

- 19.1. The following words and phrases bear the meanings assigned to them below and related expressions bear corresponding meanings:
- 19.1.1. “NightJarr” means NightJarr (Pty) Ltd, a Private Limited Company duly registered and incorporated in accordance with the laws of the Republic of South Africa and with registration number 2019/322716/07;
 - 19.1.2. “NightJarr’s Associates” means NightJarr’s officers, servants, agents or contractors or other persons in respect of whose actions NightJarr may be held to be vicariously liable;
 - 19.1.3. “Client” means the Party identified in the Client’s Details as the Client;
 - 19.1.4. “Client’s Details” means the information and details provided by the Client as per the online sign-up form;
 - 19.1.5. “Code” means software code developed by or on behalf of NightJarr;
 - 19.1.6. “Confidential Information” means any information or data of any nature, tangible or intangible, oral or in writing and in any format or medium, which by its nature or content is or ought reasonably to be identifiable as confidential and/or proprietary to the Disclosing Party or which is provided or disclosed in confidence, and which the Disclosing Party or any person acting on behalf of the Disclosing Party may disclose or provide to the Receiving Party or which may come to the knowledge of the Receiving Party by whatsoever means. Without limitation, the Confidential Information of the Disclosing Party shall include the following even if it is not marked as being “confidential”, “restricted” or “proprietary” (or any similar designation) –
 - 19.1.6.1. information relating to the Disclosing Party’s business activities, business relationships, products, services, processes, data, and Staff, including agreements to which the Disclosing Party is a party;
 - 19.1.6.2. the Disclosing Party’s technical, scientific, commercial, financial and market information, methodologies, formulae and trade secrets;
 - 19.1.6.3. the Disclosing Party’s architectural information, demonstrations, plans, designs, drawings, processes, process maps, functional and technical requirements and specifications, and the data relating thereto;
 - 19.1.6.4. Intellectual Property that is proprietary to the Disclosing Party or that is proprietary to a third party, including but

- not limited to Third Party Products and data relating to the customers of the Disclosing Party; and
- 19.1.6.5. where the Disclosing Party is the Client, demographic and other data relating to any of the Client's staff or potential staff, which data may be disclosed to NightJarr by the Client in order for NightJarr to render the Services to the Client in terms of this Agreement.
- 19.1.6.6. Confidential Information excludes information or data which –
- 19.1.6.6.1. is lawfully in the public domain at the time of disclosure thereof to the Receiving Party; or
 - 19.1.6.6.2. subsequently becomes lawfully part of the public domain by publication or otherwise; or
 - 19.1.6.6.3. is or becomes available to the Receiving Party from a source other than the Disclosing Party which is lawfully entitled without any restriction on disclosure to disclose such Confidential Information to the Receiving Party; or
 - 19.1.6.6.4. is disclosed pursuant to a requirement or request by operation of law, regulation or court order but then only to the extent so disclosed and then only in the specific instance and under the specific circumstances in which it is obliged to be disclosed;
 - 19.1.6.6.5. provided that –
 - 19.1.6.6.5.1. the onus shall at all times rest on the Receiving Party to establish that such information falls within such exclusions; and
 - 19.1.6.6.5.2. the information disclosed will not be deemed to be within the foregoing exclusions merely because such information is embraced by more general information in the public domain or in a Party's possession; and
 - 19.1.6.6.5.3. any combination of features will not be deemed to be within the foregoing exclusions merely because individual features are in the public domain or in a Party's possession, but only if the combination itself is in the public domain or in a Party's possession; and
 - 19.1.6.6.5.4. The determination of whether information is Confidential Information shall not be affected by whether or not such information is subject to, or protected by, common law or statute

related to copyright, patent, trademarks or otherwise;

- 19.1.7. “Content License” means a perpetual, irrevocable, worldwide, royalty-free and sub-licensable license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute the subject matter of the license;
- 19.1.8. “Disclosing Party” means the Party disclosing Confidential Information to the Receiving Party;
- 19.1.9. “this Framework Agreement” means these terms and conditions, as amended from time to time;
- 19.1.10. “Intellectual Property” means the expression and/or representation of an intellectual and/or creative process and includes, but not be limited to, any text, images, data, multimedia, ideas, source code, concepts, know-how, data processing techniques, copyrights, trademarks, logos, patents, designs, inventions;
- 19.1.11. “Intellectual Property Rights” shall include rights in Intellectual Property attaching to content –
 - 19.1.11.1. Created, invented and/or developed by NightJarr at the Client’s specific instance and request of pursuant to a Work Order (“the Proprietary Content”); and
 - 19.1.11.2. Developed independently and/or owned by Client (“Client’s Content”); and/or
 - 19.1.11.3. Developed independently and/or owned by NightJarr (“NightJarr’s Content”); and/or
 - 19.1.11.4. Developed and owned by any external party (“External Party Content”);
- 19.1.12. “Interruption Event” means strike, lock-out, fire, explosion, floods, riot, war, accident, act of nature, embargo, legislation, shortage of or a breakdown in transportation facilities, civil commotion, unrest or disturbances, cessation of labour, government interference or control, or any other cause or contingency beyond the control of the Party concerned;
- 19.1.13. “Interrupted Party” means a Party prevented or restricted directly or indirectly from carrying out all or any of its obligations under this Agreement by reason of an Interruption Event;
- 19.1.14. “Losses” means all losses (including, but not limited to those in respect of injury, damage to physical property or loss of life), liabilities, costs, expenses, fines, penalties, damage, damages and claims, and all related costs and expenses (including legal fees on the scale as between attorney and own client, tracing and collection charges, costs of investigation, interest and penalties);

- 19.1.15. “Parties” means NightJarr and the Client (“Party” shall have a corresponding meaning);
- 19.1.16. “Receiving Party” means the Party directly or indirectly receiving Confidential Information from the Disclosing Party;
- 19.1.17. “Services” means the services to be rendered by NightJarr to the Client as described in the Work Order;
- 19.1.18. “Signature Date” means the date this Framework Agreement is signed by the last signing of its signatories;
- 19.1.19. “Termination Notice” means the notice terminating this Framework Agreement referred to in clause 3.3 ;
- 19.1.20. “Work Order” means the document setting out the descriptions of NightJarr’s Services deliverables as well as the associated fees and charges, as amended from time to time; (“Work Orders” has a corresponding meaning).