

Reference: [xxxxxxx]

It is agreed as follows:

1. DEFINITIONS

In these Master Terms:

“Agreement” means these Master Terms together with any Order Form and their Schedules and the terms referred to therein;

“Business Day” means any day other than a Saturday, Sunday or a Bank Holiday in England;

“Confidential Information” means all information of the either Party of a confidential nature disclosed pursuant to the Agreement or discovered further to the operation of the Agreement (which includes without limitation in the case of information belonging to Us information as to the operation of Our business and information relating to the source code and structure of the Software or any other Works;

“Data Protection Laws” means (i) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of Personal Data to which a Party is subject, including the Data Protection Act 2018 and any successor legislation (referred to as the ‘DPA’) and the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (referred to as **“UK GDPR”**); and (ii) any code of practice or guidance published by the ICO from time to time;

“Data Subject Request” means an actual or purported request or notice or complaint from (or on behalf of) a Data Subject exercising his/her rights under the Data Protection Laws;

“Effective Date” means the date of last signature of the Order Form, or the date on which We commence performance of Our obligations under the Agreement, whichever is the sooner;

“Fees” means the charges payable for Works under the Agreement as set out in an Order Form;

“Hardware” means the hardware purchased by You as set out in an Order Form;

“ICO” means the Information Commissioner’s Office;

An **“Insolvency Event”** occurs if a person a) is unable to pay its debts (within the meaning of sections 123, 267 or 268, as applicable, of Insolvency Act 1986); b) proposes or becomes subject to a voluntary arrangement or convenes a meeting of its creditors to consider such a proposal or, being a company has a proposal for a compromise or arrangement sanctioned by the court pursuant to section 899 Companies Act 2006 (save for the sole purpose of a solvent reconstruction or amalgamation); c) has a receiver or manager appointed over any of its assets, undertaking or income; d) takes any step towards its winding-up or bankruptcy as applicable (save, in the case of a company, a solvent liquidation for the sole purpose of effecting a reconstruction or amalgamation) or is subject to a petition issued by any court for its winding-up or bankruptcy (as applicable) that is not withdrawn upon the person's application; e) being a company, has an administrator appointed in respect of it or is the subject of an application for administration filed at any court or a notice of appointment of an administrator filed at any court or a notice of intention to appoint an administrator filed at any court by any person; being a company, is the subject of a notice to strike off the register at Companies House; or f) has any distraint, execution or other process levied or enforced on any of its property;

“Intellectual Property Rights” or **“IPR”** means all intellectual and industrial property rights including patents, copyright, trademarks, registered designs, utility models, design rights, database rights, rights to apply for any of the foregoing, and any other rights in any invention, discovery or process, and all renewals and extensions in each case in all countries in the world;

“Master Terms” means these Master Terms entered into between the Parties pursuant to an Order Form;

“Order Form” means an Order Form signed or agreed between You/ the Customer and Us;

“Party” or “Parties” means Us and / or You, as applicable;

“Personal Data” has the meaning given in the GDPR and, for the purposes of the Agreement, includes sensitive personal data (i.e. Personal Data that reveals such categories of data as are listed in Article 9(1) of the GDPR);

“Professional Services” means the professional services as defined and described in the Professional Services Agreement attached as a Schedule;

“Schedule” means a Schedule that forms part of the Order Form;

“Security Requirements” means the requirements regarding the security of the Personal Data as set out in the Data Protection Laws (including, in particular, the seventh data protection principle of the DPA and the measures set out in Article 32(1) of the GDPR (taking due account of the matters described in Article 32(2) of the GDPR));

“Term” means wither the Initial Term or the Renewal Term as appropriate;

“Third Party” means a person, partnership, company, public authority or any other undertaking not being Us or You;

“Third Party Request” means a written request from any third party for disclosure of Personal Data where compliance with that request is required or purported to be required by law or regulation; and

“Work(s)” means the provision of any items or scope of services set out in an Order Form.

2. INTERPRETATION

In the Agreement, except where the context otherwise requires:

- 2.1 any gender includes all genders; the singular includes the plural and vice versa; and a reference to a person includes firms, partnerships, lls, associations, corporations, and bodies corporate;

- 2.2 a reference to a Party includes its permitted successors and assigns and a reference to any enactment, order, regulation, code, standard, policy or other instrument shall be construed as a reference to the same as amended, replaced, consolidated or re-enacted from time to time;

- 2.3 a reference to the Agreement or to any other document shall include any permitted variation, amendment, or supplement to such document and a reference to any Clause, Schedule, Appendix or paragraph is a reference to such Clause, Schedule, Appendix or paragraph of the Agreement; and

- 2.4 headings are for convenience of reference only and shall not be taken into consideration in the interpretation or construction of the Agreement; examples which follow the word "including" (or similar) shall be construed as illustrative and shall not limit the interpretation of the term or concept of which they purport to be examples; and any obligation not to do anything shall include an obligation not to suffer, permit or cause that thing to be done.

- 2.5 Defined terms used in the Agreement that are not defined in clause 1 shall have the meaning set out in the Order Form or Schedules.

- 2.6 **Precedence:** In the event of any discrepancy, inconsistency or divergence arising between the provisions of the Agreement, then (save where expressly provided to the contrary) the order of precedence shall be as follows:

- (i) the Order Form (highest level);
- (ii) these Master Terms;
- (iii) all other terms which the Order Form indicates form part of the Agreement;
- (iv) the Schedules to the Order Form.

3. GENERAL

- 3.1 Exclusion of other terms: The terms of the Agreement are the only basis for the supply of any items or Work (whether goods, services or otherwise) by Us to You as set out in an Order Form (or any other form of order).

- 3.2 No terms or conditions which purport to apply to any purchase by You from Us, whether under any acknowledgement or purchase order, specification, invoice remittance or similar document will be of any effect in relation to a supply of any nature between the Parties, unless set forth in writing and mutually executed by the Parties.
4. **CHANGES TO THE AGREEMENT OR WORKS**
- 4.1 The Work set out in an Order Form may be changed by a variation in the form of a replacement Order Form which expressly states that it amends the Agreement. The terms of the Agreement may be varied only in writing and signed by both Parties as set out in this clause 4.1.
5. **TERM**
- 5.1 The Agreement shall continue for the term set out in the Order Form (the "Initial Term"), and unless terminated in accordance with the terms of the Order Form or clause 13, shall continue thereafter for consecutive twelve (12) month periods (each a "Renewal Term") until either Party gives to the other at least ninety (90) days' prior written notice to terminate, such notice to expire at the end of the then current term.
- 5.2 These Master Terms shall apply from the Effective Date and, shall continue until the Agreement is terminated or expires.
- 5.3 An Order Form shall remain in force for the term set out in the Order Form unless terminated in accordance with the terms thereof, or in accordance with clause 13 of these Master Terms. In the event that the term set out in an Order Form extends beyond the term of these Master Terms, the term of these Master Terms shall be deemed extended to align with the term of such Order Form.
- 5.4 We may change the terms of the Agreement at any time during the Term.
6. **OUR OBLIGATIONS AND SERVICES**
- 6.1 We shall carry out Our obligations in relation to the Work for the term set out in the Order Form, subject to the payment of the Fees due from You and Your compliance with the other terms and conditions of the Agreement.
- 6.2 You assume sole responsibility for results obtained from the use of the Works and related documentation, and for conclusions You have drawn from such use. We shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts You provide to Us in connection with the Works, or any actions We take at Your direction.
7. **PAYMENTS**
- 7.1 In consideration of Us performing Our obligations under the Agreement You shall pay the Fees for the Works.
- 7.2 We may recover reasonable travel and subsistence costs to be in addition to the Fees, such costs shall be recoverable to the extent that they have been incurred in connection with the obligations under the Agreement and agreed in advance by You.
- 7.3 The Fees are exclusive of VAT and other applicable taxes which will be added to the sum in question at the rate and in the manner prescribed by Law.
- 7.4 We may invoice You for the Fees in accordance with the payment dates referred to in the Order Form or, if no specific dates have been referred to or agreed, on, or at any time after, commencing provision of the Works in accordance with the Agreement.
- 7.5 The Customer/You shall pay all invoices Fees within thirty (30) days of the date set out on the relevant invoice.
- 7.6 If You dispute any sum included in a valid invoice You shall notify Us of the reason for the dispute and the amount to which it relates. We shall promptly issue a credit note for the disputed amount and VAT thereon and issue You an invoice in the amount of the undisputed sum. You shall be obliged to pay any undisputed balance of the invoice in accordance with this clause 7. If resolution of any dispute results in You

agreeing to make payment to Us, We may invoice the agreed amount to You and You shall be obliged to pay the invoice in accordance with this clause 7.

- 7.7 Subject to clause 7.6 if any undisputed sum payable under the Agreement is not paid when due then We may claim interest from the due date until payment is made in full both before and after any judgment, at the rate of 3% above the then current base rate of Barclays Bank Plc from time to time such interest to accrue on a daily basis. We may also charge a fixed sum as calculated in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, along with costs associated with Our reasonable administrative and debt recovery activities. The Parties agree that this clause 7.7 is a substantial remedy for late payment of any sum payable under the Agreement in accordance with section 8(2) Late Payment of Commercial Debts (Interest) Act 1998.
- 7.8 Such interest to accrue on a daily basis.
- 7.9 The Fees shall be increased each anniversary of the date of the Effective Date in proportion to the change in the RPI (the Retail Price Index) (or any other index substituted for it from time to time by the Office for National Statistics or its successors) over the most recent period of 12 consecutive months for which such figures are available.
- 7.10 You shall not be entitled to make a set-off or counter-claim or claim a lien in respect of any monies You owe Us and shall pay all amounts due to Us without making a deduction of any kind.

8. INTELLECTUAL PROPERTY

- 8.1 You hereby grant Us a worldwide, non-exclusive, limited, fully paid-up licence to use any Intellectual Property Rights in materials or data (including Personal Data) You provide to Us for the purposes of performing Our obligations under the Agreement.
- 8.2 All Intellectual Property Rights created by Us, or derived from or created out of the Works and the services provided by Us

pursuant to the Agreement shall be owned by Us, and licensed to the You on the terms of the Agreement.

- 8.3 Any Intellectual Property Rights owned by or licensed to Us prior to the Effective Date or developed or acquired (whether by way of ownership or licence) by Us during the term of the Agreement shall remain Our property.
- 8.4 Subject to clause 8.5, We undertake at Our own expense to defend You or, at Our option, settle any claim or action brought against You alleging that the possession or use of the Works (or any part thereof) in accordance with the terms of the Agreement infringes the UK Intellectual Property Rights of a third party (a "Claim") and (subject to clause 11) shall be responsible for any reasonable direct losses, damages, costs (including legal fees) and expenses incurred by or awarded against You as a result of or in connection with any such Claim. For the avoidance of doubt, clauses 8.4 and 8.6 shall not apply where the Claim in question is attributable to possession or use of the Works (or any part thereof) by You other than in accordance with the terms of the Agreement, use of the Works in combination with any hardware or software not specified by Us if the infringement would have been avoided by the use of the Works not so combined, or use of a non-current release of the Works.
- 8.5 If any third party makes a Claim, or notifies You of an intention to make a Claim against You, Our obligations under 8.4 and 8.6 are conditional on You:
- (i) as soon as reasonably practicable, giving Us written notice of the Claim, specifying the nature of the Claim in reasonable detail;
 - (ii) not making any admission of liability, agreement or compromise in relation to the Claim without Our prior written consent (such consent not to be unreasonably conditioned, withheld or delayed);
 - (iii) giving Us and Our professional advisers access at reasonable times (on reasonable prior notice) to Your

premises and Your officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within Your power or control, so as to enable Us and Our professional advisers to examine them and to take copies (at Our expense) for the purpose of assessing the Claim; and

- (iv) taking such action as We may reasonably request to avoid, dispute, compromise or defend the Claim.

8.6 If any Claim is made, or in Our reasonable opinion is likely to be made, against You, We may, at Our sole option and expense:

- (i) procure for You the right to continue using the Works in accordance with the terms of the Agreement;
- (ii) modify the Works so that it ceases to be infringing;
- (iii) replace the Works with non-infringing software; or
- (iv) terminate the Agreement;

provided that if We modify or replace the Works, the modified or replacement Works must comply with the warranties contained in the Agreement and You shall have the same rights in respect thereof as You would have had under those clauses had the references to the date of the Agreement been references to the date on which such modification or replacement was made. Except as set out in clause 8.4, this represents Your sole remedy in relation to a Claim.

9. WARRANTIES

9.1 We warrant that We have the right to grant You the licence and other rights hereby granted in the Agreement.

9.2 Each Party represents and warrants to the other that it has full power and capacity to execute, deliver, and perform its obligations under the Agreement.

9.3 The execution, delivery and performance by each Party of its obligations under the Agreement shall comply with Law and shall not result in a default under any agreement

by which that Party is bound and which would prevent that Party from entering into and performing its obligations under the Agreement.

9.4 Except as otherwise expressly set out in the Agreement, We make no warranties, representations or other agreements, express or implied with respect to Us or the Works including but not limited to, implied warranties of merchantability, satisfactory quality or fitness for a particular purpose.

10. USE OF CUSTOMER NAME AND LOGO

You will allow Us to use Your name(s) and/or logo(s) for publicity and marketing purposes and You grant Us a licence to use such branding and logo.

11. GENERAL EXCLUSIONS

11.1 Subject to clause 9 and to the maximum extent permissible in law and regulation, all conditions and warranties which are to be implied by statute or otherwise by general law or regulation into the Agreement or relating to the Works (including any Software, Hardware and services identified in an Order Form) are hereby excluded.

11.2 The following provisions in this clause 11 set out the entire liability (including any liability for the acts and omissions of its employees, agents or sub-contractors) of one Party to the other to in respect of:

- (A) a breach of its contractual obligations;
- (B) a tortious act or omission (including negligence) for which it is liable; or
- (C) an action arising out of a misrepresentation made by or on behalf of the relevant Party or arising in connection with the performance or contemplated performance of the Agreement.

11.3 Subject to clauses 11.4, 11.5, 11.6 and 11.7, and without prejudice to Your obligation to pay the Fees, the liability of either Party to the other for any claim, loss, expense, or damage arising under the Agreement shall in no event exceed 12 months' Licence Fees

- paid or payable under the Agreement in respect of the (12) month period immediately preceding the date on which the event giving rise to the claim took place.
- 11.4 Our total liability to You arising under Our obligation in clause 8.4 is limited to £5m.
- 11.5 In no event shall either Party be liable for special, incidental, consequential, indirect or punitive damages including, but not limited to, loss of revenue or profit, loss of data, loss of use of any property or costs of substitute performance, equipment or service.
- 11.6 Neither Party shall in any circumstances (whether before or after termination of the Agreement) be liable to the other for:
- (A) any loss of data (excluding Personal Data) and You shall at all times keep adequate back-up copies of the data and programs held or used by or on Your behalf; or
 - (B) any claim resulting from the independent actions, independent statements or independent representations of the other Party or in relation to the combination of the Works with other products or services or hardware which were neither supplied nor combined with Works by Us; or
 - (C) any estimate or indication by Us as to the number of Business Days We require to undertake a specific task and any date for delivery shall be construed as being an estimate only. We shall in no circumstances be liable for a delay or for any other loss, damage or other cost of whatsoever nature suffered or incurred by You where such estimate or indication is incorrect.
- 11.7 Notwithstanding anything to the contrary contained in the Agreement, neither Party limits or excludes any liability to the other You for:
- (A) death or personal injury resulting from the its negligence, or that of its employees, agents or sub-contractors;
 - (B) damage suffered by the other Party as a result of a breach of the condition as to title or the warranty as to quiet possession implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (or any equivalent legislation);
 - (C) damage for which We are liable to the Customer under Part I of the Consumer Protection Act 1987; or
 - (D) fraud.
- 11.8 The exclusions from and limitations of liability set out in this clause 11 shall be considered severally. The validity or unenforceability of any part of this clause 11 shall not affect the validity or enforceability of any other part of this clause 11.
12. **FORCE MAJEURE**
- 12.1 Any delay in or failure of performance of any obligation by either Party (save an obligation in respect of the payment of monies) shall not constitute a breach of such obligation but only to the extent that such a delay or failure is caused by an event which is not within the reasonable control of the Party otherwise in default and which such Party is unable to prevent or to circumvent by the exercise of reasonable diligence; such events shall include without limitation war, riot, civil commotion, fire, flood, earthquake, epidemic, pandemic, inability or delay in obtaining supplies of adequate or suitable materials, strike, lock-out or other industrial action or trade dispute (whether or not involving the work force or a part of the work force of the Party otherwise in default).
- 12.2 The Party otherwise in default shall give notice to the other Party of the event as soon as reasonably practicable and in accordance with clause 25.
- 12.3 The Party otherwise in default shall take and continue to take all reasonable steps to circumvent and mitigate the effect of such event and to reduce any delay in the performance of such obligation.

13. TERMINATION

13.1 Without affecting any other right or remedy available to it, either Party may terminate the Agreement with immediate effect by giving written notice to the other Party if

- (A) the other Party is the subject of an Insolvency Event;
- (B) the other Party commits a material breach of any term of the Agreement which breach is irremediable or (if such breach is remediable) fails to be remedied within a period of 30 days after being notified in writing to do so; or
- (C) the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

13.2 We may terminate the Agreement if:

- (A) You have a change of control (within the meaning of section 1124 of the Corporation Tax Act 2010);
- (B) You fail to pay any sums due under the Agreement in accordance with clause 7 above; or
- (C) We have reasonable concerns regarding Your financial standing.

13.3 For the purposes of clause 13.1 material breach means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating Party would otherwise derive from a substantial portion of the Agreement.

13.4 Following any termination of the Agreement, You shall immediately cease using the Works and where applicable, shall immediately return the Works to Us.

13.5 The Agreement shall continue in force to the extent necessary to give effect to those of its provisions which expressly or by implication have effect after termination.

14. CONFIDENTIALITY

14.1 Each Party:

(A) recognises that under the Agreement it may receive or become aware of Confidential Information belonging to or relating to the other Party;

(B) shall keep confidential all Confidential Information of the other Party which comes into its possession or control or is learned, except as permitted by this clause 15 or as required in the performance of its obligations under the Agreement; and

(C) shall not copy or disclose the Confidential Information (in whole or in part) to any third party, nor permit access to it by any third party, except as permitted by this clause 14, in each case without the prior written consent of the other Party.

14.2 Information is not Confidential Information if:

(A) it is, or becomes, generally available to the public other than as a direct or indirect result of the information being disclosed by the recipient in breach of the Agreement;

(B) it was available to the recipient on a non-confidential basis prior to disclosure by the discloser;

(C) it was lawfully in the possession of the recipient before the information was disclosed by the discloser;

(D) it is developed by or for the recipient independently of the information disclosed by the discloser; or

(E) the Parties agree in writing that the information is not confidential.

14.3 Nothing in this clause 14 shall prevent Us from using techniques, ideas and/or any know-how gained, developed or acquired in the course of the performance of Our obligations under the Agreement.

14.4 Each Party shall be permitted to divulge the Confidential Information of the other Party to personnel, agents, contractors and representatives (which in the case of Us includes any subcontractors) who need to know it for the purpose of providing or

receiving or using the Works or otherwise performing the recipient Party's obligations or enforcing the recipient Party's rights under the Agreement, provided that the recipient Party uses reasonable endeavours to:

- (A) inform the individual or entity of the confidential nature of the Confidential Information; and
- (B) ensure that the individual or entity is obliged to keep the Confidential Information confidential, where appropriate, on terms no less onerous than those set out in this clause 14;
- (C) each Party shall be entitled (without the prior written consent of the other but always subject to clause 14.4 to disclose the terms of the Agreement and the Confidential Information of the other to an auditor, its legal or other professional advisers including insurance brokers and financial advisers, a regulatory authority, government or a person to whom it intends to assign the Agreement, to the extent that the receiving Party (acting reasonably) considers that they each need to know it in relation to the Agreement; and
- (D) neither Party shall be in breach of this clause 14.4 by reason only of disclosing Confidential Information which the Party is required to disclose by Laws or by any regulatory authority. A Party that is required to disclose Confidential Information in these circumstances shall give the other Party as much prior written notice of the disclosure as possible (provided that it is not prohibited from doing so) to allow the other Party an opportunity to take such steps as are available to it to control or prevent the disclosure.

15. DATA PROTECTION

- 15.1 **Controller, Data Subject, Personal Data, Processor, Sub-Processor and processing** shall have the respective meanings given to them in applicable Data Protection Laws from time to time (and related expressions, including **process, processed and processes** shall be construed accordingly).
- 15.2 Both Parties shall comply at all times with the Data Protection Laws regarding data protection and the use of any Personal Data.
- 15.3 You undertake that You have all necessary consents required in order that We may process all Personal Data in accordance with the terms of the Agreement.
- 15.4 Where We are acting as Your Data Processor, We shall:
 - (A) process Personal Data only in accordance with the Agreement;
 - (B) ensure that only those of Our personnel and sub-contractors and Sub-Processors who need to have access to the Personal Data are granted access and then only for the purposes of the performance of the Agreement. All of Our personnel, sub-contractors and Sub-Processors who have access to the Personal Data shall be made aware of the confidential nature of the Personal Data and comply with the obligations in this clause 15;
 - (C) prior to any Sub-Processor carrying out any processing activities in respect of the Personal Data:
 - (i) appoint each Sub-Processor under a written contract containing materially the same obligations as under this clause 15 (including those relating to sufficient guarantees to implement appropriate technical and organisational measures) that is enforceable by Us and ensure each such Sub-Processor complies with all such obligations;
 - (ii) remain fully liable to You under the Agreement for all the acts and

- omissions of each Sub-Processor as if they were Our own; and
- (iii) ensure that all persons We authorise to process Personal Data are subject to a binding written contractual obligation to keep the Personal Data confidential.
- (D) not modify, amend or alter the contents of the Personal Data or disclose or permit disclosure of such Personal Data to any third party unless specifically authorised in writing by You except as may be required for the performance of the Agreement;
- (E) not transmit the Personal Data to any country outside the UK or European Economic Area except as reasonably necessary for the provision of the Services and consistent with the performance of the Agreement and where We can show that We have in place all appropriate safeguards under the applicable Data Protection Laws and data security measures which are no less onerous than those set out in this clause to protect the Personal Data;
- (F) take appropriate technical and organizational measures against unauthorised and unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, such Personal Data;
- (G) notify You (within 10 Business Days) if We receive:
- (i) a request from a data subject to have access to their Personal Data;
 - (ii) a complaint or request relating to Your obligations under the Data Protection Laws; or
 - (iii) any other communication relating to the processing of any Personal Data in relation to the Agreement; and
- (H) provide You with full co-operation and
- assistance in relation to any complaint or request made in respect of any Personal Data.
- 15.5. We shall:
- (A) delete all of the Your Personal Data after the end of the Agreement;
 - (B) assist You in ensuring compliance with Your obligations pursuant to Articles 32 to 36 of the GDPR (and any similar obligations under applicable Data Protection Laws) taking into account the nature of the processing and the information available to Us; and
 - (C) taking into account the nature of the processing, assist You (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of the Your obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Laws) in respect of any Personal Data.
- 15.6. If We believe that any instruction in relation to the processing of Personal Data We receive from You is likely to infringe the Data Protection Laws we shall inform You.
- 15.7. We shall, in accordance with Data Protection Laws, make available to You such information that is in Our possession or control as is necessary to reasonably demonstrate Our compliance with the obligations placed on Us under this clause 15 and allow for and contribute to audits, including inspections, by You (or another auditor mandated by You) for this purpose (subject to a maximum of one audit request in any 12 month period under this clause 15.7).
16. **SUB-CONTRACTING**

- 16.1 We may sub-contract the performance of any or all of Our rights and obligations under the Agreement.
- 16.2 We shall be liable for the acts and defaults of Our sub-contractors under the Agreement.
17. **ASSIGNMENT**
- 17.1 You shall not transfer, mortgage or charge the Agreement or any of its rights, benefits or liabilities under the Agreement (or purport to do so) without Our consent in writing (such consent not to be unreasonably withheld or delayed).
- 17.2 We may assign novate or otherwise dispose of or create any trust in relation to any or all of Our rights and obligations under the Agreement without Your prior written consent.
18. **CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999**
- The Agreement does not give rise to any third party rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement. The rights of the Parties to rescind or vary this Agreement are not subject to the consent of any other person.
19. **SEVERABILITY**
- 19.1 If a provision in the Agreement is determined by a court or tribunal of a competent jurisdiction to be wholly or partly unenforceable for any reason:
- (A) such unenforceability shall not affect the rest of the Agreement; and
- (B) the Parties shall in good faith and if necessary amend the Agreement to reflect as near as may be the spirit and intention behind such unenforceable provision or provisions so that the same comply with the laws of that jurisdiction.
20. **ENTIRE AGREEMENT AND REPRESENTATIONS**
- 20.1 The Agreement sets out the entire agreement between the Parties and supersedes all previous written or other documents or agreements (written or oral) relating to the subject matter of the Agreement including without limitation all documents (other than those expressly referred to in the Agreement) proffered by You and relating to the subject matter of the Agreement.
- 20.2 The Parties acknowledge that in entering into the Agreement they have not relied upon any representations other than those reduced to writing in the Agreement. The provisions of this clause 20.2 shall not apply to any fraudulent misrepresentation.
21. **EXPORT RESTRICTIONS**
- The export of computer products from the United Kingdom (and their re-export from the country to which they were originally exported) is subject to the licence regulations of inter alia the governments of the United Kingdom and of the United States of America with which You agree to comply. You agree that You will not export or re-export the Works without first applying for and receiving all necessary licenses and permits.
22. **UK BRIBERY ACT**
- Both Parties shall at all times comply with the UK Bribery Act 2010 and any equivalent anti-bribery and anti-corruption legislation in relevant countries. We warrant that (any person associated with Us who is performing services or providing goods in connection with the Agreement does so only on the basis of a written contract which imposes terms equivalent to this clause 22.
23. **UK MODERN SLAVERY ACT**
- Both Parties shall comply with the UK Modern Slavery Act 2015 and any equivalent legislation in relevant countries.
24. **COUNTERPARTS**
- The Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute a single agreement.
25. **NOTICES**
- 25.1 Any demand, notice or communication to be given pursuant to the Agreement shall be in writing and may be served at the address set

out in the Agreement (“Specified Address”) and if so served shall be deemed to have been duly served:

- (A) if delivered by hand, when left at the Specified Address;
- (B) if sent by first class post, 48 hours after being posted to the Specified Address (excluding days that are not Business Days);
- (C) if sent by express air mail post, five (5) Business Days after being posted to the Specified Address; and
- (D) if given or made by e-mail, on the next Business Day after error free transmission; provided that where in the case of delivery by hand such delivery occurs either after 4:00 pm on

a Business Day or on a day other than a Business Day, service shall be deemed to occur at 10:00 am on the next following Business Day.

26. GOVERNING LAW AND JURISDICTION

26.1 The formation, construction, performance, validity and all aspects whatsoever of the Agreement shall be governed by English Law and the Parties hereby submit to the exclusive jurisdiction of the English courts.

SIGNED by or on behalf of the Parties on the execution Date.

Signed by [NAME OF DIRECTOR] for and on behalf of **Exonar**

Signature

Date

Signed by [NAME OF DIRECTOR] for and on behalf of **Customer**

Signature

Date