



SOFTWARE LICENCE AGREEMENT

AGREED TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

“Additional Service Fees” those fees set out in the Sales Order for Additional Services.

“Additional Services” additional services including Bespoke Training, Data Input and other services provided by Philofacts from time to time, where applicable and as identified in the Sales Order.

“Authorised Users” those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Software, the Services and the User Instructions, as further described in clause 6.2.5.

“Bespoke Training” training provided by Philofacts in addition to the User Instructions.

"Business Day" a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

“CAT-WiP” the offline software application provided by Philofacts.

“CAT-WiP Fees” the annual fee payable by the Customer to Philofacts for each CAT-WiP licence as set out in the Sales Order (if applicable).

"Change of Control" shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly and **controls, controlled** and the expression **change of control** shall be construed accordingly.



“Claim”	has the meaning set out in clause 14.7.
“Commencement Date”	the earlier of either the date the Customer (or any of its Authorised Users) first downloads the Software or activates the Software by entering the licence key.
“CAT-WiP Licence Key”	has the meaning set out in clause 2.3.
“Confidential Information”	information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 17.6 or clause 17.7.
Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures:	as defined in the Data Protection Legislation.
“Customer Data”	the data inputted by the Customer, Authorised Users, or Philofacts on the Customer's behalf (where applicable and as set out in the Sales Order) for the purpose of using the Software or facilitating the Customer's use of the Software.
“Data Input Services”	where Philofacts inputs Customer Data into the Software on behalf of the Customer.
“Data Protection Legislation”	the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to



time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

“Device”	a mobile or fixed computer device on which the Software will be installed.
“Excess Storage Fees”	the fees payable by the Customer for storage of Customer Data in relation to the Data Input Services.
“Expenses”	the expenses incurred by Philofacts during the Term.
“Fees”	the total fees payable by the Customer under this agreement including the CAT-WiP Fees, WiP-IT Fees (or both as the case may be) and any Additional Service Fees.
“Initial Term”	the initial term length of the agreement as set out in the Sales Order.
"Intellectual Property Rights"	patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.
"Open-Source Software"	open-source software as defined by the Open Source Initiative (http://opensource.org) or the Free Software



Foundation (<http://www.fsf.org>).

“Maintenance Release”	a release of the Software which corrects faults, adds functionality or otherwise amends or upgrades the Software, but which does not constitute a new version of the Software.
“Normal Business Hours”	9.00 am to 5.00 pm local UK time, each Business Day.
“Renewal Period”	the period described in clause 19.1 being the length of time this agreement will continue for after the Initial Term has expired and as further set out in the Sales Order.
“Software”	the software applications provided by Philofacts to the Customer being either WiP-IT, CAT-WiP or both, as identified in the Sales Order.
“Software Fees”	the fees payable by the Customer to Philofacts in relation to the Software as set out in the Sales Order.
“Source Code Materials”	the source code of the Software, and all technical information and User Instructions required to enable the Customer to modify and operate it.
“Specification”	the Software description and specification sent to the Customer prior to and at the time of the Sales Order.
“Term”	the Initial Term together with any subsequent Renewal Periods.
“Third Party Software”	the software programs proprietary to third parties which are to be provided to the Customer that form part of the Software without modification.
“UK Data Protection Legislation”	all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications



Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

"User Instructions" the Software user instructions made available to the Customer from time to time which sets out user instructions for the Software.

"Virus" any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

"WiP-IT Fees" the subscription fees payable by the Customer to Philofacts for the WiP-IT licences, as set out in the Sales Order.

"WiP-IT Licence Key" has the meaning set out in clause 5.4.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.



- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and words in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.
- 1.9 A reference to writing or written includes faxes and e-mail.
- 1.10 References to clauses and schedules are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule to this agreement.

CAT – WiP

Clauses 2 to 4 (inclusive) will apply in relation to CAT-WiP only.

2. DELIVERY AND INSTALLATION

- 2.1 Philofacts shall deliver such number of CAT-WiP licences electronically to the Customer's Email Address(es) as set out in the Volume of Licences in the Sales Order.
- 2.2 The Customer will install one CAT-WiP licence per Device within 7 days of the Commencement Date.
- 2.3 Once the Customer has installed a CAT-WiP licence on each Device, the Software will prompt the Customer to email Philofacts to request licence keys to unlock each CAT-WiP licence for Customer use with the relevant Device ("**CAT-WiP Licence Key**") and such action will automatically provide Philofacts with the Device details including but not limited to its IP address.
- 2.4 Promptly, after Philofacts has received such request in clause 2.3, Philofacts shall provide the Customer with CAT-WiP Licence Keys.



- 2.5 CAT-WiP licences are provided on a Device-by-Device basis and therefore one CAT-WiP licence shall not be used or installed on more than one Device.
- 2.6 Once the Customer has entered the CAT-WiP Licence Key onto the Device, the Term will commence.
- 2.7 Each CAT-WiP Licence Key will expire at the end of the Initial Term or Renewal Period (as applicable).
- 2.8 The Customer shall be deemed to have accepted the CAT-WiP licence if the Customer commences operational use of CAT-WiP.

3. SCOPE OF USE

- 3.1 In consideration of the CAT-WiP Fee paid by the Customer to Philofacts, Philofacts grants to the Customer a non-exclusive, non-assignable licence for use of CAT-WiP during the Term.
- 3.2 In relation to scope of use, for the purposes of clause 3.1, "use of CAT-WiP" means loading CAT-WiP into temporary memory or permanent storage on the relevant Device and then utilising the Software.
- 3.3 The Customer shall:
 - 3.3.1 ensure that the number of Devices using CAT-WiP does not exceed that number of CAT-WiP licences purchased by it from Philofacts;
 - 3.3.2 subject to clause 3.3.3 below, ensure that CAT-WiP is installed on designated Devices only; and
 - 3.3.3 be authorised to download and store one copy of the raw data file originally saved and stored on a Device, to a separate storage hardware (such as C-Drive) for back up purposes only. Such back up copy shall not be used, shared or otherwise reimported to a Device except where a Device has been lost or destroyed and such raw data is necessary to be recovered.
- 3.4 In the event a Customer loses or otherwise damages a Device onto which CAT-WiP is installed to the extent any data on such Device is not either readable or recoverable, Philofacts shall not be held liable for any loss of data or other



information on such Device, regardless of whether the Customer has backed up the same in accordance with clause 3.3.3 above or not.

4. AUDIT

- 4.1 The Customer shall permit Philofacts or Philofacts' designated auditor to audit the use of CAT-WiP licences in order to establish and audit compliance with this agreement. Each such audit may be conducted no more than once per year, at Philofacts' expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business.
- 4.2 If any of the audits referred to in clause 4.1 reveal that one or more CAT-WiP licences have been installed on multiple Devices, then without prejudice to Philofacts' other rights, the Customer shall promptly disable all affected CAT-WiP licences until further notice.
- 4.3 If any of the audits referred to in clause 4.1 reveal that the Customer has underpaid CAT-WiP Fees to Philofacts, then without prejudice to Philofacts' other rights, the Customer shall pay to Philofacts an amount equal to such underpayment as calculated in accordance with the prices set out in the Sales Order within 10 Business Days of the date of the relevant audit.

WiP-IT LICENCE

Clauses 5 to 7 (inclusive) will apply in relation to WiP-IT only.

5. DELIVERY AND INSTALLATION

- 5.1 The Customer shall promptly provide names and email addresses of all Authorised Users to Philofacts.
- 5.2 Philofacts shall deliver a weblink to WiP-IT to each Authorised User's email.
- 5.3 Each Authorised User will promptly access WiP-IT over the internet through the weblink and register a username and password for his sole use.



- 5.4 Once an Authorised User has registered with WiP-IT, Philofacts will email a licence key to that Authorised User to unlock WiP-IT for use by that Authorised User (“**WiP-IT Licence Key**”).
- 5.5 The WiP-IT licence is provided on a user-by-user basis and therefore one WiP-IT licence shall not be used for more than one Authorised User.
- 5.6 The WiP-IT Licence Key will expire at the end of the Initial Term or Renewal Period (as applicable).
- 5.7 The Customer shall be deemed to have accepted WiP-IT if the Customer commences operational use of WiP-IT.

6. AUTHORISED USERS

- 6.1 In consideration of the Customer purchasing WiP-IT licences for Authorised Users in accordance with clauses 7 and 15, the restrictions set out in this clause 6 and the other terms and conditions of this agreement, Philofacts hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sublicences, to permit the Authorised Users to use WiP-IT and the relevant User Instructions during the Term solely for the Customer's internal business operations.
- 6.2 In relation to the Authorised Users, the Customer undertakes that:
- 6.2.1 the maximum number of Authorised Users that it authorises to access and use WiP-IT and the User Instructions shall not exceed the number of WiP-IT licences it has purchased from time to time;
- 6.2.2 it will not allow or suffer any WiP-IT licences to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use WiP-IT and/or User Instructions;
- 6.2.3 subject to clause 6.2.6, each Authorised User shall keep a secure password for his use of WiP-IT, that such password shall be changed at the start of each Renewal Period and that each Authorised User shall keep his password confidential;



- 6.2.4 if the Customer or an Authorised User requests a password change at any time during the Initial Term or a Renewal Period, the Customer shall liaise with Philofacts' representative and subsequently follow the specified procedure to implement a change of password;
- 6.2.5 it shall maintain a written, up to date list of current Authorised Users and provide such list to Philofacts within 5 Business Days of Philofacts' written request at any time or times;
- 6.2.6 it shall permit Philofacts or Philofacts' designated auditor to audit the use of WiP-IT in order to establish the name and password of each Authorised User and Philofacts' data processing facilities to audit compliance with this agreement. Each such audit may be conducted no more than once per quarter, at Philofacts' expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business;
- 6.2.7 if any of the audits referred to in clause 6.2.6 reveal that a password has been provided to another individual or entity who is not an Authorised User, then without prejudice to Philofacts' other rights, the Customer shall promptly disable such passwords and Philofacts shall not issue any new passwords to any such individual; and
- 6.2.8 if any of the audits referred to in clause 6.2.6 reveal that the Customer has underpaid WiP-IT Fees to Philofacts, then without prejudice to Philofacts' other rights, the Customer shall pay to Philofacts an amount equal to such underpayment as calculated in accordance with the prices set out in the Sales Order within 10 Business Days of the date of the relevant audit.

7. ADDITIONAL WiP-IT LICENCES

- 7.1 Subject to clause 7.2 and clause 7.3, the Customer may, from time to time during the Term, purchase additional WiP-IT licences in excess of the number set out in the Sales Order and Philofacts shall grant access to the Software and the User Instructions to such additional Authorised Users in accordance with the provisions of this agreement.



- 7.2 If the Customer wishes to purchase additional WiP-IT licences, the Customer shall notify Philofacts in writing. Philofacts shall evaluate such request for additional WiP-IT licences and respond to the Customer with approval or rejection of the request (such approval not to be unreasonably withheld). Where Philofacts approves the request, Philofacts shall:
- 7.2.1 provide the Customer with an invoice for the additional WiP-IT licences (payable on receipt); and
- 7.2.2 after payment of the invoice in clause 7.2.1 by the Customer, activate the additional WiP-IT licences within 2 Business Days of its approval of the Customer's request, subject to the Customer's internet connectivity and any requests for Additional Services.
- 7.3 If such additional WiP-IT licences are purchased by the Customer part way through the Initial Term or any Renewal Period (as applicable), such fees shall be pro-rated from the date of activation by Philofacts for the remainder of the Initial Term or then current Renewal Period (as applicable).

Clauses 8 to 31 (inclusive) shall apply to both CAT-WiP licences and WiP-IT licences.

8. ADDITIONAL SERVICES

- 8.1 Philofacts shall, during the Term, provide the Software and make available the User Instructions and Additional Services to the Customer on and subject to the terms of this agreement.
- 8.2 Philofacts shall use commercially reasonable endeavours to make WiP-IT available 24 hours a day, seven days a week, except for maintenance that may be carried out from time to time.
- 8.3 Philofacts will, at no additional cost to the Customer provide the Customer User Instructions in effect at the time that the Additional Services are provided.
- 8.4 Philofacts may, in consideration of the Additional Services Fees, provide the Customer with Bespoke Training during Normal Business Hours at a location to be agreed from time to time and in accordance with clause 11.1.



- 8.5 In the event an upgraded version of Software is made available to the Customer by Philofacts containing minor fixes and changes, Philofacts shall implement such upgraded software at the start of the subsequent Renewal Period free of charge.
- 8.6 In the event Philofacts releases a major upgrade of the Software, the Customer may request the same for subsequent Renewal Periods and extra charge for the same may apply.

9. SOFTWARE TERMS AND CUSTOMER OBLIGATIONS

- 9.1 In relation to scope of use:
- 9.1.1 use of the Software shall be restricted to use of the Software in object code form for the purpose of retaining and managing data relevant to, and/or associated with, the insurance industry and in particular claims handling and account/project management (which shall not include allowing the use of the Software by, or for the benefit of, any person other than an employee of the Customer);
- 9.1.2 the Customer may not use the Software other than as specified in clause 9.1.1 without the prior written consent of Philofacts, and the Customer acknowledges that additional fees may be payable on any change of use approved by Philofacts;
- 9.1.3 the Customer may make one backup copy of any data created, used and/or stored on the Software as may be necessary for its lawful use. The Customer shall record the location of such copy and take steps to prevent unauthorised copying;
- 9.1.4 the Third-Party Software shall be deemed to be incorporated within the Software for the purposes of this agreement (except where expressly provided to the contrary) and use of the Third-Party Software shall be subject to the Third-Party Additional Terms;
- 9.1.5 the Customer shall indemnify and hold Philofacts harmless against any loss or damage which it may suffer or incur as a result of the Customer's breach of any Third-Party Additional Terms howsoever arising; and



- 9.1.6 Philofacts may treat the Customer's breach of any Third-Party Additional Terms as a breach of this agreement.
- 9.2 The Customer shall permit Philofacts to inspect and have access to any premises (and to the computer equipment located there) at or on which the Software is being kept or used, and have access to any records kept in connection with this agreement, for the purposes of ensuring that the Customer is complying with the terms of this agreement, provided that Philofacts provides reasonable advance notice to the Customer of such inspections, which shall take place at reasonable times.
- 9.3 Philofacts shall not be held liable for any security breaches or hacks on a Device to the extent it is not directly due to installation of the Software and the Customer shall prove that all Authorised Users comply with its own privacy and security policies in addition to its obligations under this agreement.
- 9.4 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Software that:
- 9.4.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - 9.4.2 facilitates illegal activity;
 - 9.4.3 depicts sexually explicit images;
 - 9.4.4 promotes unlawful violence;
 - 9.4.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - 9.4.6 is otherwise illegal or causes damage or injury to any person or property,
- and Philofacts reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.
- 9.5 The Customer shall not:



- 9.5.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this agreement:
- (a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the User Instructions (as applicable) in any form or media or by any means; or
 - (b) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
- 9.5.2 access all or any part of the Software and User Instructions in order to build a product or service which competes with the Software and/or the User Instructions nor use such information in any manner which would be restricted by copyright subsisting in it; or
- 9.5.3 use the Additional Services and/or User Instructions to provide services to third parties; or
- 9.5.4 subject to clause 26.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Software and/or User Instructions available to any third party except the Authorised Users, or
- 9.5.5 attempt to obtain, or assist third parties in obtaining, access to the Software and/or User Instructions, other than as provided under this clause 9; and
- 9.6 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Software and/or the User Instructions and, in the event of any such unauthorised access or use, promptly notify Philofacts.
- 9.7 The Customer shall:
- 9.7.1 provide Philofacts with:
 - (a) all necessary co-operation in relation to this agreement; and



(b) all necessary access to such information as may be required by Philofacts;

in order to provide the Software and Additional Services;

9.7.2 without affecting its other obligations under this agreement, comply with all applicable laws and regulations with respect to its activities under this agreement;

9.7.3 carry out all other Customer responsibilities set out in this agreement in a timely and efficient manner;

9.7.4 where applicable, ensure that the Authorised Users use the Software and the User Instructions in accordance with the terms and conditions of this agreement and shall be responsible for any Authorised User's breach of this agreement;

9.7.5 obtain and shall maintain all necessary licences, consents, and permissions necessary for Philofacts, its contractors and agents to perform their obligations under this agreement, including without limitation the Additional Services;

9.7.6 ensure that its network and systems comply with the relevant specifications provided by Philofacts from time to time; and

9.7.7 be, to the extent permitted by law and except as otherwise expressly provided in this agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to Philofacts' data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

9.8 The Customer shall not:

9.8.1 sub-license, assign or novate the benefit or burden of its licence in whole or in part;



9.8.2 allow the Software to become the subject of any charge, lien or encumbrance; and

9.8.3 deal in any other manner with any or all of its rights and obligations under this agreement,

without the prior written consent of Philofacts, such consent not to be unreasonably withheld or delayed.

9.9 The rights provided under this clause 9 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

10. CUSTOMER DATA

10.1 Philofacts shall have access to, and (if strictly necessary) store Customer Data as a data processor during the Term, where it:

10.1.1 is engaged to provide Additional Services to the Customer;

10.1.2 shall provide maintenance and upgrades to Software; and

10.1.3 shall act as administrator for the Software.

10.2 The Customer shall own all right, title and interest in and to all of the Customer Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.

10.3 In the event of any loss or damage to Customer Data directly as a result of the Data Input Services, the Customer's sole and exclusive remedy against Philofacts shall be for Philofacts to use reasonable commercial endeavours to restore the lost or damaged Customer Data.

10.4 Philofacts shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by Philofacts to perform services related to Customer Data for which it shall remain fully liable).

10.5 Philofacts shall, in providing the Additional Services, comply with its Privacy and Security Policy relating to the privacy and security of the Customer Data available at www.philofacts.co.uk or such other website address as may be notified to the



Customer from time to time, as such document may be amended from time to time by Philofacts in its sole discretion.

10.6 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 10 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

10.7 The parties acknowledge that:

10.7.1 if Philofacts processes any personal data on the Customer's behalf when performing its Data Input Services under this agreement, the Customer is the controller and Philofacts is the processor for the purposes of the Data Protection Legislation;

10.7.2 the Sales Order sets out the scope, nature and purpose of processing by Philofacts, the duration of the processing and the types of personal data and categories of data subject; and

10.7.3 the personal data may be transferred or stored outside the EEA or the country where the Customer and the Authorised Users are located in order to carry out the Additional Services and Philofacts' other obligations under this agreement.

10.8 Without prejudice to the generality of clause 10.6, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to Philofacts for the duration and purposes of this agreement so that Philofacts may lawfully use, process and transfer the personal data in accordance with this agreement on the Customer's behalf.

10.9 Without prejudice to the generality of clause 10.6, Philofacts shall, in relation to any personal data processed in connection with the performance by Philofacts of its obligations under this agreement:

10.9.1 process that personal data only on the documented written instructions of the Customer unless Philofacts is required by the laws of any member of the European Union or by the laws of the European Union applicable to Philofacts and/or Domestic UK Law (where **Domestic UK Law** means the UK Data Protection Legislation and any other law that applies in the UK) to



process personal data (**Applicable Laws**). Where Philofacts is relying on Applicable Laws as the basis for processing personal data, Philofacts shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Philofacts from so notifying the Customer;

10.9.2 not transfer any personal data outside of the European Economic Area and the United Kingdom unless the following conditions are fulfilled:

- (a) the Customer or Philofacts has provided appropriate safeguards in relation to the transfer;
- (b) the data subject has enforceable rights and effective legal remedies;
- (c) Philofacts complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
- (d) Philofacts complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data;

10.9.3 assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

10.9.4 be allowed to provide Customer Data to authorised third parties for the processing and fulfilment of its obligations under this agreement, subject always to those third parties being subjected to the same restrictions and permissions as Philofacts under this agreement;

10.9.5 notify the Customer promptly on becoming aware of a personal data breach;

10.9.6 at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the personal data; and



- 10.9.7 maintain complete and accurate records and information to demonstrate its compliance with this clause 10 and immediately inform the Customer if an instruction infringes the Data Protection Legislation.
- 10.10 Each party shall ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, and having regard to the state of technological development and the cost of implementing any measures.
- 10.11 Either party may, at any time, with not less than 30 days' notice, revise this clause 10 by replacing it with any applicable controller to processor standard clauses.

11. ADDITIONAL SERVICES

11.1 Bespoke Training

- 11.1.1 At the Customer's written request and in addition to the User Instructions, Philofacts may provide bespoke one-on-one training either during a face-to-face meeting at your offices or on a Skype basis ("**Bespoke Training**") to the Customer.
- 11.1.2 Bespoke Training will be delivered as further described in either the Sales Order or attached to the relevant invoice.
- 11.1.3 Philofacts shall submit an invoice to the Customer for Additional Services Fees, payable on receipt in full and cleared funds and in sterling.

11.2 Data Input

- 11.2.1 Philofacts may, on agreement with the Customer, provide Data Input Services to the Customer.
- 11.2.2 The Customer shall deliver all Customer Data required for the Data Input Services to Philofacts within 21 days of the Commencement Date. Any Customer Data submitted to Philofacts after part of the Data Input Services shall not form part of the Data Input Services unless agreed with Philofacts in writing.



- 11.2.3 Data Input Services shall be subject to the data processing obligations as set out in clause 10.
- 11.2.4 Philofacts shall use Customer Data to populate the Software in a 'ready to go' format to enable the Customer to utilise the Software immediately on the Customer's receipt and acceptance of the Software.
- 11.2.5 Completion of the Data Input Services shall occur after Philofacts delivers the Software populated with the Customer Data in accordance with this clause 11 above, and the date on which the Customer accepts the Software (in accordance with clause 2.8 and/or clause 5.7 as applicable).
- 11.2.6 On completion of the Data Input Services, Philofacts and any of its subcontractors will delete all Customer Data in accordance with clause 19.7.4 from its systems and in its possession.
- 11.2.7 Philofacts will not be liable for any loss of Customer Data pursuant to clause 11.2.6 and it is the Customer's responsibility to have a back-up copy of Customer Data at all times.

12. PHILOFACTS' OBLIGATIONS

- 12.1 Philofacts shall ensure that the Additional Services will be performed with reasonable skill and care.
- 12.2 Philofacts:
 - 12.2.1 does not warrant that the Customer's use of the Software will be uninterrupted or error-free;
 - 12.2.2 does not warrant that the Software, Additional Services, User Instructions and/or the information obtained by the Customer through the Additional Services will meet the Customer's requirements; and
 - 12.2.3 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Software, Additional Services and User Instructions may be subject to



limitations, delays and other problems inherent in the use of such communications facilities.

12.3 This agreement shall not prevent Philofacts from entering into similar agreements with third parties, or from independently developing, using, selling or licensing User Instructions, Additional Services Software and/or services which are similar to those provided under this agreement.

12.4 Philofacts warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.

13. MAINTENANCE RELEASES

Philofacts will provide the Customer with all Maintenance Releases generally made available to its customers. Philofacts warrants that no Maintenance Release will adversely affect the then existing facilities or functions of the Software. The Customer shall install all Maintenance Releases as soon as reasonably practicable after receipt.

14. WARRANTIES

14.1 Philofacts warrants that the Software will conform in all material respects to the Specification for a period of 30 days from the date of this agreement ("**Warranty Period**").

14.2 If, within the Warranty Period, the Customer notifies Philofacts in writing of any defect or fault in the Software in consequence of which it fails to conform in all material respects to the Specification, and such defect or fault does not result from the Customer, or anyone acting with the authority of the Customer, having amended the Software or used it outside the terms of this agreement for a purpose or in a context other than the purpose or context for which it was designed or in combination with any other software not provided by Philofacts, or it has not been loaded onto Philofacts-specified or suitably configured equipment, Philofacts shall, at Philofacts' option, do one of the following:

14.2.1 repair the Software;

14.2.2 replace the Software; or



14.2.3 terminate this agreement immediately by notice in writing to the Customer and refund any of the Fee paid by the Customer as at the date of termination (less a reasonable sum in respect of the Customer's use of the Software to the date of termination) on return of the Software and all copies thereof,

provided the Customer provides all the information that may be necessary to assist Philofacts in resolving the defect or fault, including a documented example of any defect or fault, or sufficient information to enable Philofacts to re-create the defect or fault.

14.3 The Customer accepts responsibility for the selection of the Software to achieve its intended results and acknowledges that the Software has not been developed to meet the individual requirements of the Customer.

14.4 The Customer acknowledges that any Open-Source Software provided by Philofacts is provided "as is" and expressly subject to the disclaimer in clause 14.5.

14.5 All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this agreement or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

14.6 The Customer acknowledges that all Intellectual Property Rights in the Software and any Maintenance Releases belong and shall belong to Philofacts or the relevant third-party owners (as the case may be), and the Customer shall have no rights in or to the Software other than the right to use it in accordance with the terms of this agreement.

14.7 Philofacts shall defend the Customer or, at its option, settle any claim or action brought against the Customer alleging that the possession or use of the Software (or any part thereof) in accordance with the terms of this agreement infringes the Intellectual Property Rights of a third party ("**Claim**") and shall be responsible for any reasonable losses, damages, costs (including legal fees) and expenses incurred by or awarded against the Customer as a result of or in connection with any such Claim. For the avoidance of doubt, clause 14.7 shall not apply where the Claim in question is attributable to possession or use of the Software (or any part



thereof) by the Customer other than in accordance with the terms of this agreement, use of the Software in combination with any hardware or software not supplied or specified by Philofacts if the infringement would have been avoided by the use of the Software not so combined, or use of a non-current release of the Software.

14.8 If any third party makes a Claim, or notifies an intention to make a Claim against the Customer, Philofacts' obligations under clause 14.7 are conditional on the Customer:

14.8.1 as soon as reasonably practicable, giving written notice of the Claim to Philofacts, specifying the nature of the Claim in reasonable detail;

14.8.2 not making any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of Philofacts (such consent not to be unreasonably conditioned, withheld or delayed);

14.8.3 giving Philofacts and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Customer, so as to enable Philofacts and its professional advisers to examine them and to take copies (at Philofacts' expense) for the purpose of assessing the Claim; and

14.8.4 subject to Philofacts providing security to the Customer to the Customer's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, taking such action as Philofacts may reasonably request to avoid, dispute, compromise or defend the Claim.

14.9 If any Claim is made, or in Philofacts' reasonable opinion is likely to be made, against the Customer, Philofacts may at its sole option and expense:

14.9.1 procure for the Customer the right to continue to use the Software (or any part thereof) in accordance with the terms of this agreement;

14.9.2 modify the Software so that it ceases to be infringing;

14.9.3 replace the Software with non-infringing software; or



14.9.4 terminate this agreement immediately by notice in writing to the Customer and refund any of the Fee paid by the Customer as at the date of termination (less a reasonable sum in respect of the Customer's use of the Software to the date of termination) on return of the Software and all copies thereof,

provided that if Philofacts modifies or replaces the Software, the modified or replacement Software must comply with the warranties contained in clause 14.1 and the Customer shall have the same rights in respect thereof as it would have had under those clauses had the references to the date of this agreement been references to the date on which such modification or replacement was made.

14.10 The Customer shall defend, indemnify and hold harmless Philofacts against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Software, Additional Services and/or User Instructions, provided that:

14.10.1 the Customer is given prompt notice of any such claim;

14.10.2 Philofacts provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and

14.10.3 the Customer is given sole authority to defend or settle the claim.

14.11 In the defence or settlement of any claim, Philofacts may procure the right for the Customer to continue using the Software, Additional Services, replace or modify the Additional Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on 2 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

14.12 Notwithstanding any other provision in this agreement, clause 14.7 shall not apply to the extent that any claim or action referred to in that clause arises directly or indirectly through the possession or use of any Third-Party Software or through the breach of any Third-Party Additional Terms by the Customer.



14.13 This clause 14 constitutes the Customer's exclusive remedy and Philofacts' only liability in respect of Claims and, for the avoidance of doubt, is subject to clause 18.

15. CHARGES AND PAYMENT

15.1 The Customer shall pay the Fees and Expenses to Philofacts as set out in the Sales Order and in accordance with this agreement.

15.2 Philofacts shall be entitled to invoice the Customer for the Software and Additional Services. Each invoice shall quote the relevant Contract Number.

15.3 The Customer shall pay invoices in full and in cleared funds immediately on receipt unless otherwise set out in the Sales Order. Payment shall be made to the bank account set out on Philofacts' invoice.

15.4 The Customer shall reimburse all reasonable Expenses properly and necessarily incurred by Philofacts during the Term in order to provide the Additional Services to the Customer, subject to production of receipts or other appropriate evidence of payment if requested by the Customer.

15.5 If Philofacts has not received payment within 30 days after the due date for payment, and without prejudice to any other rights and remedies of Philofacts:

15.5.1 Philofacts may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Additional Services and Philofacts shall be under no obligation to provide any or all of the Additional Services while the invoice(s) concerned remain unpaid; and

15.5.2 interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current base lending rate of the Bank of England from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

15.6 All amounts and Fees stated or referred to in this agreement:

15.6.1 shall be payable in pounds sterling;

15.6.2 are, subject to clause 18.3.2, non-cancellable and non-refundable;



15.6.3 shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law); and

15.6.4 are exclusive of value added tax, which shall be added to Philofacts' invoice(s) at the appropriate rate.

15.7 Philofacts shall be entitled to increase the Fees, at the start of each Renewal Period upon 30 days' prior notice to the Customer and the Sales Order shall be deemed to have been amended accordingly in respect of the upcoming Renewal Period.

16. PROPRIETARY RIGHTS

16.1 The Customer acknowledges and agrees that Philofacts and its licensors own all Intellectual Property Rights in the Software, Additional Services and the User Instructions. Except as expressly stated herein, this agreement does not grant the Customer any rights to, under or in, any Intellectual Property Rights in respect of the Software, Additional Services or the User Instructions.

16.2 The Customer acknowledges that the Software may incorporate third party licences and that termination of the Software will also terminate the Customer's sub-licence from Philofacts of such third party software.

16.3 Philofacts shall ensure that it will obtain and maintain all necessary sub-licences and permissions from third party software providers in relation to the Software as is necessary for the Software to be provided and used by the Customer during the Term.

16.4 Any goodwill derived from the use by the Customer of the Intellectual Property Rights shall accrue to Philofacts. Philofacts may, at any time, call for a document confirming the assignment of that goodwill and the Customer shall immediately execute it.

16.5 Philofacts confirms that it has all the rights in relation to the Software, Additional Services and the User Instructions that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.

16.6 The Customer shall promptly inform Philofacts of any suspected unauthorised use of the Intellectual Property Rights (or any confusingly similar mark) of which it



becomes aware, and shall provide Philofacts with such documents, information and assistance as it can in relation to any such use.

16.7 Philofacts gives no warranty and makes no representation in or pursuant to this agreement that the use of the Intellectual Property Rights does not or will not infringe the rights of others.

16.8 The Customer undertakes to Philofacts that, save as expressly permitted by this licence, it will not make any use anywhere in the world of the Intellectual Property Rights or any name or trade mark intended or likely to be confused or associated with it. In particular, upon termination of this licence for any reason the Licensee shall cease immediately to make any use of the Intellectual Property Rights.

17. **CONFIDENTIALITY**

17.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. A party's Confidential Information shall not be deemed to include information that:

17.1.1 is or becomes publicly known other than through any act or omission of the receiving party;

17.1.2 was in the other party's lawful possession before the disclosure;

17.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or

17.1.4 is independently developed by the receiving party, which independent development can be shown by written evidence.

17.2 Subject to clause 17.4, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this agreement.

17.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.



- 17.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 17.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 17.5 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 17.6 The Customer acknowledges that details of the Additional Services, and the results of any performance tests of the Additional Services, constitute Philofacts' Confidential Information.
- 17.7 Philofacts acknowledges that the Customer Data is the Confidential Information of the Customer.
- 17.8 No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- 17.9 The above provisions of this clause 17 shall survive termination of this agreement, however arising.

18. LIMITATION OF LIABILITY

18.1 Except as expressly and specifically provided in this agreement:

- 18.1.1 the Customer assumes sole responsibility for results obtained from the use of the Software, Additional Services and the User Instructions by the Customer, and for conclusions drawn from such use. Philofacts shall have no liability for any damage caused by errors or omissions in any information, Customer Data, instructions or scripts provided to Philofacts by the Customer in connection with the Additional Services or Software, or any actions taken by Philofacts at the Customer's direction;



- 18.1.2 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and
- 18.1.3 the Software and the User Instructions are provided to the Customer on an "as is" basis.
- 18.2 Nothing in this agreement excludes the liability of Philofacts:
- 18.2.1 for death or personal injury caused by Philofacts' negligence; or
- 18.2.2 for fraud or fraudulent misrepresentation.
- 18.3 Subject to clause 18.1 and clause 18.2:
- 18.3.1 Philofacts shall not be liable to the Customer or any Authorised Users whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any:
- (a) loss of profits;
 - (b) loss of business;
 - (c) depletion of goodwill and/or similar losses;
 - (d) loss or corruption of data or information;
 - (e) pure economic loss;
 - (f) claims made by, and compensation payable to, data subjects;
 - (g) third party fines; or
 - (h) for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement; and
- 18.3.2 Philofacts' total aggregate liability in contract including any indemnities, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the total



Subscription Fees paid for the WiP-IT licences during the 12 months immediately preceding the date on which the claim arose.

19. TERM AND TERMINATION

- 19.1 This agreement shall, unless otherwise terminated as provided in this clause 19, commence on the Commencement Date and shall continue for the Initial Term and, thereafter, this agreement shall be automatically renewed for successive periods set out in the Sales Order (each a "**Renewal Period**").
- 19.2 Philofacts shall send a renewal notice and invoice to the Customer at least 30 days prior to the end of the Initial Term or a Renewal Period (as the case may be).
- 19.3 If the Customer does not pay the invoice for the subsequent Renewal Period within 30 days from the commencement date of such Renewal Period, Philofacts shall remove the Customer's access to Software with immediate effect and this agreement shall terminate.
- 19.4 If Philofacts terminates this agreement pursuant to the clause 19.3 above, Philofacts shall not be held liable for any loss of data or other information the Customer has stored within or held in relation to the Software.
- 19.5 This agreement shall terminate immediately on notice where:
- 19.5.1 either party notifies the other party of termination, in writing, at least 60 days before the end of the Initial Term or any Renewal Period, in which case this agreement shall terminate upon the expiry of the applicable Initial Term or Renewal Period; or
- 19.5.2 otherwise terminated in accordance with the provisions of this agreement.
- 19.6 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
- 19.6.1 the other party has been notified in writing to make a payment due under this agreement and payment has still not been made within 14 days of that notice;



- 19.6.2 the other party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
- 19.6.3 the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
- 19.6.4 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;
- 19.6.5 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 19.6.6 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 19.6.7 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;
- 19.6.8 the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;



- 19.6.9 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 - 19.6.10 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
 - 19.6.11 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 19.6.4 to clause 19.6.10 (inclusive); or
 - 19.6.12 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 19.7 On termination of this agreement for any reason:
- 19.7.1 all licences granted under this agreement shall immediately terminate and the Customer shall immediately cease all use of the Software, Additional Services and/or the User Instructions;
 - 19.7.2 the Customer shall immediately pay to Philofacts any sums due to Philofacts under this agreement;
 - 19.7.3 each party shall return and make no further use of any Customer Data, Software, User Instructions and other items (and all copies of them) belonging to the other party;
 - 19.7.4 Philofacts may destroy or otherwise dispose of any of the Customer Data in its possession. The Customer shall pay all reasonable expenses incurred by Philofacts in returning or disposing of Customer Data; and
 - 19.7.5 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.



19.8 Any provision of this agreement which expressly or by implication is intended to come into or continue in force on or after termination of this agreement and the Sales Order and clauses 1, 4, 10, 14, 15, 16, 17, 18, 19.7, 19.8, 22, 23, 24, 25, 28, 30 and 31 shall remain in full force and effect.

20. FORCE MAJEURE

Philofacts shall have no liability to the Customer under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Philofacts or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

21. VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

22. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

23. RIGHTS AND REMEDIES

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.



24. SEVERANCE

- 24.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
- 24.2 If any provision or part-provision of this agreement is deemed deleted under clause 24.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

25. ENTIRE AGREEMENT

- 25.1 This agreement and the Sales Order constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 25.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.
- 25.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- 25.4 Nothing in this clause shall limit or exclude any liability for fraud.

26. ASSIGNMENT

- 26.1 The Customer shall not, without the prior written consent of Philofacts, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.
- 26.2 Philofacts may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.



27. NO PARTNERSHIP OR AGENCY

Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

28. THIRD PARTY RIGHTS

This agreement does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

29. NOTICES

29.1 Any notice required to be given under this agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its Registered Office, or such other address as may have been notified by that party for such purposes, or sent by fax to the other party's fax number or sent by email to the other party's email address all as set out in the Sales Order.

29.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by fax shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender).

30. GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.



31. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).