

GENERAL TERMS AND CONDITIONS – PART B

In consideration of the payment for the Charges detailed in Part A clause 6 and subject to the terms and conditions of the Agreement, We will provide the License, Hosting, Professional Services, Support and other optional Services pursuant to Part A, this Part B and in accordance with the applicable Schedule terms and conditions. Capitalized terms and phrases used in this Agreement will have the meanings set forth in clause 21 or as otherwise defined within the context in which the word is used or in the applicable Schedule.

1. GRANT AND SCOPE OF LICENCE

In consideration of the payment of the Charges detailed in Part A clause 6 and subject to the terms and conditions of the Agreement, (a) We hereby grant to You a nonexclusive, non-transferable, non-sub-licensable licence to use the Licensed Applications and the Documentation, including all patches and updates, for the term of this Agreement; (b) If applicable, You may install and use the Licensed Applications on the Equipment at the Site for Your normal internal business purposes only for the term of this Agreement; (c) You may make a backup copy of the Licensed Applications as necessary for Your lawful use. A record must be kept of all copies and be made available to Us on request; (d) You may use the Documentation in support of Your permitted use of the Licensed Applications and You may make such copies of the Documentation as are reasonably necessary for Your lawful use. You will be responsible for the update of copied Documentation if a revision is released.

2. SOFTWARE

2.1. Except as expressly set out in this Agreement, You shall:

2.1.1. not copy the Licensed Applications except where such copying is incidental to Your normal use of the same or where it is necessary for the purpose of backup or operational security; not transfer, sell, rent, lease, sub-license, loan, charge, encumber, translate, merge, adapt, vary or modify the Licensed Applications nor use it on behalf of, or make it available to any other person (including, but not limited to, program listings, object and source program listings, object code and source code); not make any alterations to, or modifications of, the whole or any part of the Licensed Applications, nor permit the same or any part of it to be combined with, or become incorporated in, any other software unless agreed in writing by Us; not install or use the Licensed Applications on any equipment other than the Equipment;

2.1.2. not disassemble, decompile, reverse engineer, attempt to make error corrections, reduce to human perceivable form, or create derivative works based on the whole, or any part, of the Licensed Applications, nor attempt to do any such things except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving interoperability of the Licensed Application with another software application, and provided that the information obtained by You during such activities is not unnecessarily disclosed or communicated to any third party without Our prior written consent and is not used to create any software which is substantially similar to any of the Licensed Applications or any commercially available products offered by Us or any “early release” products made available to You for the duration of this Agreement.

2.1.3. You shall not export, directly or indirectly, any technical data acquired from Us under this Agreement (including the Licensed Applications or any other software incorporating any such data) in breach of any applicable laws or regulations to any country for which the UK government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such licence or approval.

2.2. Except in the event where We provide Hosting Services for which backups are not permitted, You shall keep any backup copies of the Licensed Applications secure and maintain accurate and up-to-date records of the



number and locations of all such copies of the Licensed Applications and take steps to prevent un-authorised copying; supervise and control the use of the Licensed Applications and ensure that access to the same is limited to the Authorised Users and that such Authorised Users use the Licensed Applications only in accordance with the terms of this Agreement. You shall be responsible for the compliance of the Authorised Users with the terms of this Agreement; where reasonably possible, include Our copyright notice on all entire and partial copies You make of the Licensed Applications on any medium.

3. SECURITY

3.1. It is Your responsibility to ensure that all Authorised Users have unique assigned alphanumeric identifiers (“User ID’s”) and passwords to use in connection with the Licensed Applications.

3.2. You are responsible for all acts and omissions of Authorized Users regardless of their employment status as an employee, agents, subcontractor, contractor or representative.

3.3. You are responsible for the following matters in relation to the security of the Licensed Applications: determining the security configurations of Your systems (for example, password construction rules and expiration periods) and for ensuring that You use reasonable security practices and systems in connection with the Licensed Applications; ensuring the confidentiality of User ID’s and passwords for Authorised Users; notifying Us immediately of any actual or suspected information security breaches of which You become aware including any compromised Authorised User accounts or Our Documentation; and periodically reviewing the efficacy and appropriateness of Your security configurations and access rights.

3.4. We shall not be liable for any loss, destruction, alteration or disclosure of Customer Data as a result of authorized or unauthorised access by any person or third party to the Licensed Application unless We have failed to comply with Our obligations under this Agreement.

4. CUSTOMER DATA

We will not obtain any rights in the Customer Data which shall remain Your property at all times. You shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data. In the event of any loss or damage to Customer Data, Your sole and exclusive remedy shall be for Us to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest available backup of such Customer Data. We shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (including any third-party remote hosting service provider). If we process any ‘personal data’ (as defined in Schedule 5) on Your behalf when performing Our obligations under this Agreement, You shall be the Data Controller and We shall be the Data Processor and the provisions of Schedule 5 shall apply.

5. CHARGES

5.1. Unless otherwise agreed in writing, all Charges and Additional Charges are payable by You in accordance with clause 5.2 below within thirty (30) days of receipt of Our invoice and shall be paid in full without any deduction or withholding other than as required by law and You shall not be entitled to assert any credit, set-off, claim or counterclaim against Us in order to justify withholding payment of any such amount in whole or in part.

5.2. All Charges for the Systems are payable annually in advance on the Billing Date stated in Part A clause 6 (Charges) and then upon each anniversary of such date. In the event that the System Install Date falls before the Billing Date the System Install Date will replace the Billing Date in this clause 5.2, clause 9.1, and clause 5.2 under the Professional Services - Schedule 3.



5.3. All Charges and Additional Charges are subject to VAT and/or any other applicable sales tax (if applicable) and, unless otherwise stated, all Charges stated in this Agreement are exclusive of any sales tax or VAT.

5.4. If You fail to pay any amount payable under this Agreement on the due date for payment then We may claim interest on any such sums due to Us (both before and after judgement) at the statutory interest rate defined on the gov.uk website or, if lower, at the maximum rate permitted under the Late Payment of Commercial Debts (Interest) Act 1998 and Late Payment of Commercial Debts Regulations 2002 and 2013.

5.5. Except where there is a valid dispute where an amount is billed in error, We reserve the right to apply fees as detailed in Part A clause 6 if any part of this clause 5 should come into effect subject to the following conditions:

5.5.1. a Late Payment Fee per terms in clause 5.4 may be charged at the point an invoice becomes overdue;

5.5.2. an Administration Fee may be charged if an invoice becomes un-reasonably overdue and we have to suspend access to Your Systems; and/or

5.5.3. a Default Fee will be charged to cover the cost of removing the Systems from Your Equipment and revoke Your access to the Systems should the below clause 5.6 come into effect.

5.6. We reserve the right to seek to reclaim any outstanding balance through normal Debt recovery practises, Court action or third-party services. Any and all costs incurred as a result of Your failure to pay will be added to Your debt. Any breach under clause 5 will not constitute a dispute as defined in clause 19 and We will not be limited to the terms of dispute resolution detailed in clause 19 and We will be entitled to pursue, but not limited to, our rights under this clause 5.6.

5.7. We shall be entitled, under prior notice, to vary the Charges with effect from each anniversary of the date of this Agreement up to a maximum of five percent (5%) or the Retail Price Index (all items) published by the Office for National Statistics (or any successor body or government department or agency), whichever is higher.

5.8. Notice to alter the Charges defined in Part A clause 6 will be given by Us to You no less than sixty (60) days prior to each anniversary of the date of this Agreement whence the new Charges would come into effect. Upon the anniversary of this Agreement, should Notice have been served on You as per clause 5.7 and no notice to terminate is received, We shall assume Your acceptance and the new Charges schedule under this Agreement shall come into effect.

5.9. If either Party desires to modify a statement of work or a change in the Services required under Part A clause 6, the requesting Party will submit a written request to the other proposing change(s). Either Party may develop a Change Request that includes: (i) an analysis of the impact of the proposed modification on the Services including functionality, if applicable; (ii) an estimate of the impact on the estimated schedule for the proposed resulting from the proposed Change Request; (iii) an estimate of the additional cost, if any, of the proposed modification; and (iv) an evaluation of the technical feasibility of the proposed change. We will inform You of the effect on Charges and/or schedule that will result from changes requested by either party that affect the scope or duration of the Services. Neither party will be bound by any change requested until such change has been accepted in writing by the other Party.

6. WARRANTIES OF LICENSED APPLICATIONS



6.1. We warrant that We own the Licensed Applications free and unencumbered or We otherwise hold all rights from any third parties in order to enter into this Agreement, grant the rights and licences granted to You under this Agreement in relation to the Licensed Applications, and fully perform Our obligations under this Agreement. The Licensed Applications will, when properly used, perform substantially in accordance with the Specifications during the term of this Agreement; and the Documentation correctly describes the operation of the Licensed Applications at the time it is supplied in all material respects.

6.2. No warranty is provided that the Licensed Applications will meet Your data processing requirements or as to the accuracy, quality, reliability or completeness of any data generated by Your use of the Licensed Applications and all liability and responsibility in relation thereto is hereby disclaimed and excluded to the fullest extent permitted by law.

6.3. The Licensed Applications warranties provided under clauses 6.1 do not apply if any defect or fault in the Licensed Applications results from You having amended the Licensed Applications or You having used the Licensed Applications in contravention of the terms of this Agreement.

6.4. You acknowledge that the Licensed Applications may not operate without interruption and may not be free of errors or bugs and You agree that the existence of any minor errors shall not constitute a breach of this Agreement.

6.5. You are responsible for ensuring adequate backup routines are in place to meet Your own business needs. Any such backups of the Licensed Applications shall in all respects be subject to the terms and conditions of this Agreement and shall be deemed to form part of the Licensed Applications. You shall reproduce Our copyright and trademark notices on any copy of the Licensed Applications.

6.6. We give no warranties regarding the Hosting Services other than those provided by the third-party hosting provider. All Hosting Services are provided "AS IS".

7. WARRANTIES OF SUPPORT AND OTHER SERVICES

7.1. We warrant that We will provide the Support and carry out the Services with reasonable skill and care and in compliance with all applicable laws. If, during the term of this Agreement, We receive notice from You of any breach of the warranties contained in clause 7.1 We shall, at Our own option and expense, remedy that breach within 30 days following receipt of such notice, or if compelled by law terminate this Agreement immediately, or terminate this Agreement with 30 days written notice to You and give You a prorated refund of the Charges for the balance of the remaining annual term. This clause 7 sets out Your sole remedy and Our entire liability for breach of clause 7.1.

7.2. If within 90 days of delivery of a Licensed Application, You notify us in writing of any defect or fault in any Licensed Applications as a result of which it fails to perform substantially in accordance with the Documentation, and We are not able to remedy that defect or fault through the provision of Our Support (provided that You make available all the information that may be necessary to assist us in resolving the defect or fault, including sufficient information to enable us to recreate the defect or fault) then We will, at our sole option and expense, replace with a new Licensed Application.

7.3. If the Services include the incorporation of Your Configuration Data into the Licensed Applications and/or into the Specifications then You warrant that Your Configuration Data is complete and accurate and fit for the purpose for which it is supplied, You grant Us all such rights and licences as may be necessary or desirable for Us to



use and apply Your Configuration Data for that purpose, and You indemnify, defend and hold us harmless for such use and application of Your Configuration Data.

All other conditions, warranties or other terms which might have effect between the Parties or be implied or incorporated into the 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.

8. INTELLECTUAL PROPERTY RIGHTS

8.1. You acknowledge that all IPR in the Licensed Applications (including any and all releases and versions) and the Documentation throughout the World belong to Us or Our licensors, that rights in the Licensed Applications are licensed (not sold) to You, and that You have no rights in or to the Licensed Applications or the Documentation other than the right to use them in accordance with the terms of this Agreement.

8.2. We acknowledge that all IPR in Your Configuration Data belongs to You and that We have no rights in or to Your Configuration Data other than the right to use it in accordance with the terms of this Agreement.

8.3. You acknowledge that You have no right to have access to the Licensed Applications in source code form or in unlocked coding or with comments.

8.4. The integrity of the Licensed Applications may at any time be protected by technical protection measures so that our IPR, including copyright, in the Licensed Applications are not misappropriated, and You must not attempt in any way to remove or circumvent such measures.

8.5. Each party will notify the other party as soon as a party becomes aware of any unauthorised use of the Licensed Applications by any person.

8.6. Subject to the limitations in clause 10.3, We shall at Our own expense defend You or, at Our option, settle any claim or action brought against You alleging that Your possession or use of the Licensed Applications in accordance with the terms of this Agreement infringes the IPR or any other rights of a third party ("Claim") and We shall be responsible for any losses, damages, and costs awarded against You as a result of any such Claim provided that We are given prompt notice of any such Claim; You provide reasonable co-operation to Us in the defence and settlement of such Claim, at Our expense; and We are given sole authority to defend or settle the Claim.

8.7. Clause 8.6 shall not apply where the Claim in question is attributable to (a) Your possession or use of the Licensed Applications other than in accordance with the terms of this Agreement; (b) use of the Licensed Applications in combination with any hardware or software not supplied or specified by Us if the infringement would have been avoided by the use of the Licensed Applications not so combined; and (c) use of a non-current version of the Licensed Applications or a version to which all supplied releases have not been added.

8.8. Should the Licensed Application, or if in Our opinion the Licensed Application is likely to become, the subject of a Claim, then at Our option and expense, We may either to (a) procure for You a non-infringing license to use the Licensed Application; (b) modify the Licensed Application so that it is non-infringing; (c) provide a depreciated credit for any prepayments and terminate this Agreement.

8.9. The remedies set forth under this clause 8 are the sole and exclusive remedies for a Claim and no other liabilities whatsoever shall apply.



9. TERM AND TERMINATION

9.1. This Agreement shall be deemed to commence on the effective date of the Agreement as specified in Part A clause 6. With respect to the term of Service, in the event that the System Install Date falls before the Billing Date as specified in Part A clause 6, the System Install Date will replace the Billing Date and, subject to earlier termination as set out in this Agreement, shall be for an initial period of one (1) year and shall continue thereafter for further one-year periods unless and until terminated in accordance with the following provisions of this clause 9.

9.2. Either party may terminate this Agreement by giving not less than (90) ninety days' prior written notice to the other party with such termination to be effective on and from the next anniversary date of this Agreement following the expiry of the period of ninety days from the date of receipt of such termination notice.

9.3. You may terminate the Agreement by giving a shorter period of notice than the notice required under clause 9.2 should You wish to do so, as a matter of Your own convenience, but if You wish to exercise this right then a termination penalty is payable of twenty five percent (25%) of the annual Charges.

9.4. Either party may terminate this Agreement immediately by written notice to the other as follows:

9.4.1. if the other party commits a material or persistent breach of this Agreement which it fails to remedy (if remediable) within thirty (30) days after the service on it of a written notice requiring it to do so. Failure to make any payment when due shall be considered a material breach of this Agreement;

9.4.2. an order is made or a resolution is passed for the dissolution or winding-up of the other party or an order is made for the appointment of an administrator to manage the affairs, business and property of the other party or such an administrator is appointed or documents are filed with the court for the appointment of an administrator or notice of intention to appoint an administrator is given by the other party or its trustees, officers, directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a receiver and/or manager or administrative receiver is appointed in respect of all or any of the other party's assets or undertaking or circumstances arise which entitle the court or a creditor to appoint a receiver and/or manager or administrative receiver or which entitle the court to make a winding-up or bankruptcy order or the other party takes or suffers any similar or analogous action in consequence of debt in any jurisdiction; or

9.4.3. the other party suspends or threatens to suspend or ceases to carry on all or a substantial part of its business.

9.5. We may terminate this Agreement immediately by written notice to You as follows: (a) if You dispute the ownership or validity of Our Intellectual Property Rights; (b) if We discover that the information provided to Us in connection with the provision of the Systems, the Services and/or the Support is materially inaccurate or incomplete; (c) if You breach Export restrictions (clause 2.1.3). If We are notified by the third-party service provider referred to in clause 15.1 that You have breached the third-party service provider's Acceptable Use Policy or if We become aware that You have breached the third-party service provider's Acceptable Use Policy under Our Hosting Services – Schedule 2.

9.6. The termination of this Agreement for cause is without prejudice to any rights We may have against You or You may have against Us in respect of any breach of this Agreement by You or by Us respectively.

9.7. Upon termination for any reason:



9.7.1. all rights granted to You under this Agreement shall cease and You must cease all activities authorised by this Agreement;

9.7.2. Except where there is a valid billing dispute for an amount billed in error, You shall immediately pay any outstanding unpaid invoices and interest due to Us (and We shall submit invoices for any Support or Services supplied for which no invoice has previously been submitted, and on receipt You shall pay these invoices in line with the agreed payment terms);

9.7.3. You must immediately delete or remove the Licensed Applications from all computer equipment in Your possession and immediately destroy or return to Us (at Our option) all copies of the Licensed Applications and Documentation then in Your possession, custody or control and, in the case of destruction, certify to Us that You have done so; and

9.7.4. any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

10. LIMITATION OF LIABILITY

10.1. Nothing in this Agreement shall limit or exclude either party's liability for: death or personal injury resulting from negligence; fraud or fraudulent misrepresentation; breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of the Goods and Services Act 1982; or any liabilities that cannot be excluded or limited by English law.

10.2. Except in the event of Your infringement of Our intellectual property rights in the proprietary software provided hereunder for which there is no limit to Your liability, neither party shall not under any circumstances whatsoever be liable to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement for: loss of profits, sales, business, or revenue; business interruption; loss of anticipated savings; loss of business opportunity, goodwill or reputation; or for any indirect, consequential or special loss or damage of whatsoever nature and howsoever arising even if such loss was reasonably foreseeable or if a party were advised of the possibility of incurring the same.

10.3. EXCEPT AS PROVIDED UNDER CLAUSE 10.1, 10.2, AND EXCEPT FOR YOUR PAYMENT OBLIGATIONS FOR AMOUNTS DUE HEREUNDER AND UNLESS AN EXPRESSED REMEDY OR LIMIT IN LIABILITY IS OTHERWISE PROVIDED UNDER AN APPLICABLE SCHEDULE, REGARDLESS OF THE BASIS OF LIABILITY (WHETHER ARISING OUT OF LIABILITY UNDER BREACH OF CONTRACT, TORT, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, LOSS OR CORRUPTION OF DATA OR INFORMATION, MISREPRESENTATION, BREACH OF STATUTORY DUTY, OR BREACH OF WARRANTY) THE MAXIMUM AGGREGATE LIABILITY FROM EITHER PARTY ARISING OUT OF THIS AGREEMENT TO THE OTHER PARTY OR ANY OTHER PERSON OR ENTITY FOR ALL EVENTS (OR SERIES OF CONNECTED EVENTS) WILL NOT EXCEED THE CHARGES PAID FOR THE APPLICABLE SERVICE DIRECTLY CAUSING THE DAMAGE OR GIVING RISE TO SUCH CLAIM IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE OCCURRENCE OF THE EVENT IN RESPECT OF WHICH THE RELEVANT LOSS AROSE. THE "TWELVE MONTH PERIOD" COMMENCES ON THE TERM START DATE OR ANY OF ITS YEARLY ANNIVERSARIES. NEITHER PARTY SHALL HAVE SUCH LIABILITY TO THE OTHER PARTY UNLESS THE PARTY SEEKING A CLAIM SHALL HAVE SERVED NOTICE TO THE PARTY WITHIN ONE (1) YEAR OF THE DATE THE PARTY BECAME AWARE OF THE CIRCUMSTANCES GIVING RISE TO A CLAIM OR THE DATE WHEN A PARTY OUGHT REASONABLY TO HAVE BECOME SO AWARE (WHICHEVER IS THE SOONER).

11. CONFIDENTIALITY

11.1. Each party shall, during the term of this Agreement and thereafter for a period of five years, keep confidential, and shall not use for any purpose (other than the proper exercise of its rights under this Agreement)



nor disclose to any third party (except as may be required by any law or any legal or regulatory authority) any information of a confidential nature (including, without limitation, trade secrets, technical information, know-how, and information of commercial value) which may become known to it and which relates to the other party or to the other party's business (and Our confidential information for this purpose shall include the Licensed Applications, the Documentation and all related materials, information and know-how) unless (i) that information is public knowledge or already known to that party at the time of disclosure or subsequently becomes public knowledge in each case other than by a breach of this Agreement, or (ii) subsequently comes lawfully into its possession from a third party.

11.2. Each party shall use all reasonable endeavours to prevent the unauthorised disclosure of the other party's confidential information and You shall restrict disclosure of Our confidential information to such of Your employees as need to know the same for the purpose of using the Licensed Applications and You shall be responsible for ensuring that any such persons accept and adhere to equivalent obligations of confidentiality to those contained in this clause 11.

11.3. Nothing in this clause 11 shall prevent either party from disclosing any information which it is compelled by law to disclose to a court of competent jurisdiction or other body having similar authority or pursuant to any government, stock exchange or other regulations including the Freedom of Information Act 2000.

12. NON-SOLICITATION

12.1. Unless otherwise agreed in writing by both parties, neither party shall for the duration of this Agreement and for a period of six (6) months following termination directly or indirectly induce or attempt to induce any of each other's employees or other personnel who have been engaged in the provision, receipt, review or management of the Support or Services or otherwise in connection with this Agreement to leave their employment or engagement.

13. FORCE MAJEURE

13.1. Neither party shall in any circumstances be in breach of this Agreement nor liable for any delay in performing, or any failure to perform, any of its obligations under this Agreement (excluding Your payment obligations) if such delay or failure results an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of or problems with the internet or a part of the internet, hacker attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars).

14. NOTICES

14.1. If either party gives notice in writing under this Agreement, it will do so by email or by a recorded delivery postal service to the address of the other party set out in the Contract Details. Any notice given by You to Us, or by Us to You, will be deemed received and properly served immediately twenty-four hours after an e-mail is sent, or upon signed receipt in the case of recorded delivery service. In proving the service of any notice sent by email, it will be sufficient to prove that such email was sent to the specified email address of the addressee. The provisions of this clause 14 shall not apply to the service of any proceedings or other documents in any legal action.

15. THIRD PARTIES AND ASSIGNMENT

15.1. If You use a third-party hosting service or if You outsourced some or all of Your I.T. systems, You shall be fully responsible for the acts and omissions of those third parties to the same extent as You are responsible for



Your own acts and omissions under this Agreement and You shall at all times indemnify Us and hold Us indemnified from and against any and all actions, proceedings, costs, losses, damages, claims and demands suffered or incurred by Us arising out of or in connection with any act or omission of any such third party which act or omission would have been a breach of this Agreement if it had been committed by You.

15.2. Neither the Agreement nor any duties or obligations hereunder shall be assigned or transferred by You without Our prior written approval, which approval may be withheld in Our reasonable judgment. We may utilize third parties to perform certain obligations but We shall remain responsible for performance under the Agreement.

15.3. A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of it, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

16. NO WAIVER

16.1. A delay or omission by either party hereto to exercise any right or power under this Agreement will not be construed to be a waiver thereof. A waiver by either of the Parties of any of the covenants to be performed by the other or any breach thereof will not be construed to be a waiver of any succeeding breach thereof or of any other covenant. No waiver or discharge hereof will be valid unless in writing and signed by an authorized representative of the Party against which such amendment, waiver, or discharge is sought to be enforced.

17. SEVERABILITY

17.1. Each of the terms of this Agreement operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining terms will remain in full force and effect.

18. JURISDICTION

18.1. This Agreement, its subject matter and its formation (and any non-contractual disputes or claims) are governed by and shall be construed in accordance with English law.

19. DISPUTE RESOLUTION

19.1. The Parties will attempt to resolve any dispute arising under or relating to the Agreement through informal means. At the written request of either party, the Parties will submit the dispute to senior management representative for each Party for review and resolution. Should the dispute not resolved in thirty (30) days of the written request and the Parties do not both agree to an extension, the Parties agree that the dispute between them shall be referred to a mediator, who will be selected by mutual agreement for resolution by mediation. The costs of mediation shall be equally shared between the Parties. If a dispute is not settled within 7 days of the mediation being instituted, or within such other period as the Parties shall agree in writing, the dispute(s) shall then be referred to and finally resolved by binding arbitration under the Arbitration Act 1996. All costs will be added to the arbitration claim for the Arbitrator to award as the Arbitrator deems appropriate.

20. This Part B and any applicable Schedules are the terms and conditions which govern the Agreement between the Parties and constitutes 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.



21. DEFINITIONS

Additional Charges	charges as detailed in Schedule 1 based on Our then-current rates for time and materials plus all related costs and expenses including travel and subsistence;
Authorised Users	individual users of the Licensed Applications approved to use the Systems by You;
Billing Date	the date that billing commences for charges as detailed in Part A clause 6;
Change Requests	Work that deviates from the agreed statement of works or falls outside the Scope detailed in the Project Brief; or Work following the delivery of the Services and the Systems that would add functionality or make material changes to the existing Systems;
Charges	the Charges detailed in Part A clause 6;
Configuration Data	any data in relation to Your computer systems necessary to be provided to Us for the installation of the Licensed Applications on the Equipment;
Control	is as defined in section 1124 of the Corporation Tax Act 2010, and the expression 'change of Control' shall be construed accordingly;
Current Version	The latest available version of the Licenced Applications as released by Us;
Customer Data	data that is produced by You, given to You by a third party, recorded by You and/or used by the System but not a product of Ours or the "Intellectual Property" of Ours most commonly relating to, but not limited to, Your clients, users, guests and/or students (if applicable);
Documentation	any operating manuals, user guides and other instructional materials or aids (whether hard copy or electronic) provided by Us to You relating to the installation and use of the Licensed Applications;
Equipment	exclusively, the computers, mobile devices and similar equipment proposed by You and agreed by Us as the computers and devices onto which the Licensed Applications are to be installed and used;
Fault	see Incident;
Hosting Services	the particular System defined in Part A clause 6;
Incident	an unplanned interruption to a System's operation, a reduction in the quality of the operation of the System or an event that suggests a risk of detrimental operational impact on a System;
Issue	see Incident;
IPR	all and/or any intellectual property rights of whatever nature and howsoever arising including without limitation all and/or any inventions, patents, trademarks, ser- vice marks, registered designs, topography rights and utility models, pending ap- plications for any of those rights, trade and business names, unregistered trade- marks and service marks, rights in designs, copyrights and



rights in the nature of copyright, moral rights, know-how, all rights in computer software (including with- out limitation database rights) and all other similar or equivalent industrial, intellectual or commercial rights or property subsisting under the laws of each and every jurisdiction throughout the world whether registered or not, and whether vested, contingent or future and all reversions, renewals and extensions of any of the foregoing;

Licenced Applications	the Applications detailed in Part A clause 6;
Parties	the Licensee & Licensor nominated in Part A and any group or umbrella organisation with controlling interest or ownership of the Licensee or Licensor;
Project Products	works, documentation, communications and all related collateral in the delivery of the Services;
Reasonable Efforts	endeavours to complete the Services and/or the Support within the parameters of this Agreement, the Scope or Schedule of Works using Our available resources and those made available by You that may have limits that prevent/hinder such endeavours;
Service Desk	the Support team, its resources and/or the facility by which Faults/Incidents are raised;
Service Levels	the Service Levels detailed in Schedule 4;
Services	the Services detailed in Schedule 3;
Services Completion Date	the date the Project Closedown Report is accepted or its acceptance times out;
Site	the physical location of the Equipment as agreed by You and Us;
SLA	abbr. Service Level Agreement, a general term to describe activities and their measures by the Service Desk;
Specifications	the specifications for the Licensed Applications in Our quotation or in a separate written document agreed between You and Us (which may be in hard copy or electronic format) and recorded as such by express reference to this Agreement or, if there is no such document, then the functions described in the Documentation - in a case of conflict the most recent document will take precedence;
Support	the Support services detailed in Schedule 4;
System Install Date	the date on which a Licensed Application listed under Part A clause 6 is first installed on the Equipment and access is granted by Us for You to use the Licensed Application; and
Systems	the Systems detailed in Part A clause 6.

A reference to one gender shall denote all genders and a reference to the singular shall include the plural and vice versa. References to statutory provisions shall be construed as references to those provisions as amended,



consolidated, extended or re-enacted from time to time. References to a "company" shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established; references to a "person" shall be construed so as to include any individual, firm, company, government, state or agency of the state or any joint venture, association or partnership (whether or not being separate legal personality). Where the words include(s), including or in particular are used in this Agreement, they are deemed to have the words "without limitation" following them. Where the context permits, "other" and "otherwise" are illustrative and shall not limit the sense of the words preceding them.

