

Rail Data and Intelligence Ltd

Standard Terms and Conditions

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Agreed terms

1. Interpretation

1.1 The following definitions and rules of interpretation apply in the Agreement.

Agreement: the agreement between You and the Supplier which governs the relationship between the parties and the use of the Supplier's products comprised of these Standard Terms and Conditions and any applicable Licence.

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

Commencement Date: the date of the Agreement or such later date as is agreed between the parties in writing or as specified in the Agreement.

Confidential Information: information of commercial value, in whatever form or medium, disclosed by the party (or any of its Authorised Users) to the other party (or any of its Authorised Users), including commercial or technical know-how, trade secrets, technology, information pertaining to business operations and strategies, processes and information pertaining to customers, pricing and marketing and, for clarity, including (in the case of the Supplier's information) information relating to the Services or any of their constituent parts, the Source Code relating to the Services or any such parts.

Documents: any written documentation provided by the Supplier to You containing information on the Source Code, use of the Services, or otherwise containing technical 'know-how' or guidance.

Fees: the fees chargeable for the Services and any specific payment terms as defined in the Agreement.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and 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 that subsist or will subsist now or in the future in any part of the world.

Licence: the licence granted under the terms of the Agreement.

Licensed Software: any software, data and information licensed under the Licence or included or used in the development of the Services.

Licensed Users: the users of any Licensed Software as allowed by the Services.

Minimum Duration: the minimum duration of the Agreement and Licence as defined within the Agreement.

Open-Source Software: any software licensed under any form of open-source licence meeting the Open Source Initiative's Open Source Definition (set out at www.opensource.org) or any libraries or code licensed from time to time under the General Public Licence (as described by the Free Software Foundation and set out at www.gnu.org), or anything similar, included or used in, or in the development of the Services or which they are compiled or to which it is linked.

Services: the services to be provided by the Supplier as defined under the Agreement.

Source Code: the source code of the software to which it relates, in the language in which the software was written, together with all related flow charts and technical documents, all of a level sufficient to enable Your development personnel to understand, develop and maintain that software.

Term: the period from the Commencement Date until the termination of the Agreement.

Third Party Licence: an agreement between the Supplier and a third party, including where applicable, an Authorised User, for the provision of data and services required for the use and delivery of the Services.

Work: all the works, duties and obligations to be carried out by the Supplier under the Agreement.

You/Your: the person or entity who has registered to use the Supplier's Services and/or has entered into an agreement to use the Supplier's Services.

Where he or she is an individual or sole trader or, where he or she is an employee of a corporate body or partnership, both that person and his or her employer; and "Your" shall be construed accordingly.

Your Representative: a person duly authorised by You to act on Your behalf for the purposes of the Agreement and identified to the Supplier by written notice from You.

- 1.2 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.4 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.5 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

- 1.6 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.7 Except where a contrary intention appears, a reference to a clause, Schedule or annex is a reference to a clause of, or Schedule or annex to, the Agreement.
- 1.8 Clause and Schedule headings do not affect the interpretation of the Agreement.
- 1.9 **Writing** or **written** includes faxes but neither e-mail nor any other form of electronic communication, except where expressly provided to the contrary.
- 1.10 The Schedules to the Agreement, together with any documents referred to in them, form an integral part of the Agreement and any reference to the Agreement means the Agreement together with the Schedules and all documents referred to in them, and such amendments in writing as may subsequently be agreed between the parties.
- 1.11 If any conflict arises between the terms and conditions of the Agreement and any provision of any Schedule, the terms and conditions of the schedule shall prevail.
- 1.12 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns.

2. Intellectual Property Ownership

- 2.1 The Intellectual Property Rights in the Services and the Documents are, and shall remain, the property of the Supplier or the appropriate third-party rights-owner(s), if any.
- 2.2 The Supplier reserves the right to grant to any other party or parties, a licence to use the Services and the Documents, and You acquire no rights in or to any Services or the Documents other than those expressly granted by the Agreement.
- 2.3 You shall do, and execute or arrange for the doing and executing of, each necessary act, document and thing that the Supplier may consider necessary or desirable to perfect the right, title and interest of the Supplier (or appropriate third party) in and to the Intellectual Property Rights in the Services and the Documents.
- 2.4 You shall use reasonable endeavours to prevent any infringement of the Intellectual Property Rights in the Services and shall promptly report to the Supplier any such infringement that comes to its attention. In particular, You shall ensure that each Licensed User, before starting to use the Services (as applicable), is made aware that the same are proprietary to the Supplier (or the appropriate third parties) and that it may only be used and copied in accordance with the Agreement; and

2.5 Except as expressly provided otherwise, the Agreement does not sub-license, assign or otherwise transfer ownership of, or create any licences (implied or otherwise) in, any Intellectual Property Rights in any data.

3. Software licence and documents

3.1 You shall comply with the terms of Third Party Licences (and in particular shall not repurpose or otherwise make use of data as shall be provided to it by the Supplier otherwise than in accordance with the Agreement acknowledging that certain data may be provided to the Supplier by third parties and used under licence) and shall indemnify and hold the Supplier harmless against any loss of damage that it may suffer or incur as a result of Your breach of such terms.

3.2 The Supplier may treat Your breach of any Third Party Licence as a breach of the Agreement where the terms of such licence or the requirements thereof are notified to You in writing by the Supplier.

4. Transfer or reproduction of Licensed Software

4.1 The Supplier shall at all times own all copies of all or any part of the Licensed Software.

4.2 You shall not:

- (a) sub-license, rent, lend, assign or transfer in any other way, the benefit or burden of the Agreement (in whole or in part), or the Licensed Software to any person without the prior written consent of the Supplier; and
- (b) give access to the Licensed Software through any network of computers to users who are not Licensed Users.

5. Use and adaptation of Licensed Software

5.1 You may use the Licensed Software with other software.

5.2 You may not make adaptations or variations of the Licensed Software without the prior written consent of the Supplier.

5.3 You may not disassemble, decompile, reverse translate, modify, adapt, make error corrections or in any other manner decode the Licensed Software, except as permitted by law.

6. Supplier personnel

During the term of the Agreement and for a period of six months after its termination neither party shall, without the prior written consent of the other, solicit, or permit any affiliate or associate to solicit, the employment of any person who is employed by the other party.

7. Your ongoing obligations

- 7.1 During the term of the Agreement You shall not, without the Supplier's prior written approval, allow any person other than a representative of the Supplier to modify, repair or maintain any part of the Services.
- 7.2 You shall comply, as soon as reasonably practicable, with all the Supplier's reasonable requests for information or assistance.

8. Confidentiality and publicity

- 8.1 Each party undertakes not to use the Confidential Information otherwise than in the exercise and performance of its rights and obligations under the Agreement (**Permitted Purposes**).

8.2 In relation to Your Confidential Information:

- (a) the Supplier shall treat as confidential all of Your Confidential Information supplied under the Agreement. The Supplier shall not divulge any such Confidential Information to any person, except to its own employees, officers, representatives, contractors, subcontractors or advisers who need to know it for the Permitted Purposes. The Supplier shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers are aware of, and comply with, this clause 8; and
- (b) the Supplier may provide any subcontractor authorised under clause 12 with such of Your Confidential Information as it needs to know for the Permitted Purposes, provided that such subcontractor has first entered into a written obligation of confidentiality owed to the Supplier in terms similar to clause 8.2(a) (which the Supplier shall ensure is adhered to).

8.3 In relation to the Supplier's Confidential Information:

- (a) You shall treat as confidential all Confidential Information of the Supplier contained or embodied in the Services or Documents, or otherwise supplied to the Customer during the performance of the Agreement;
- (b) You shall not, without the prior written consent of the Supplier, divulge any part of the Supplier's Confidential Information to any person other than:
 - (i) Your Representative;
 - (ii) other of Your employees or any of Your Authorised Users who need to know it for the Permitted Purposes; or
 - (iii) where required to do so by an App Store provider strictly to gain access to an App Store; and
- (c) You undertake to ensure that the persons mentioned in clause 8.3(b) are made aware, before the disclosure of any part of the Supplier's Confidential Information, that the

same is confidential and that they owe a duty of confidence to You in terms similar to clause 8.3(a) (which You shall ensure is adhered to).

8.4 The restrictions imposed by clause 8.1, clause 8.2 and clause 8.3 shall not apply to the disclosure of any Confidential Information which:

- (a) is now in, or subsequently comes into, the public domain otherwise than as a result of a breach of this clause 8;
- (b) before any negotiations or discussions leading to the Agreement was already known by the receiving party (or, in Your case of any of Your Authorised Users) and was obtained or acquired in circumstances under which the receiving party was (or, in Your case, You and Your Authorised Users were) not bound by any form of confidentiality obligation; or
- (c) is required by law or regulation to be disclosed to any person who is authorised by law or regulation to receive the same (after consultation, if practicable, with the disclosing party to limit disclosure to such authorised person to the extent necessary).

8.5 Each party shall notify the other party if any of its staff connected with the provision or receipt of the party's obligations under the Agreement becomes aware of any unauthorised disclosure of any Confidential Information and shall afford reasonable assistance to the other party, at that other party's reasonable cost, in connection with any enforcement proceedings which that other party may elect to bring against any person.

8.6 No party shall make, or permit any person to make, any public announcement concerning the 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.

8.7 This clause 8 shall remain in full force and effect, despite any termination of the Licence or the Agreement.

9. Intellectual property rights

9.1 The Supplier shall, at its own expense, defend You against, and shall be responsible for reasonable losses, damages, costs (including legal fees) and expenses suffered or incurred by You arising out of or in connection with, any claim that Your use of the Supplier's Intellectual Property Rights (including specifically Intellectual Property Rights in the Licensed Software) or Documents, in each case in accordance with the Agreement, infringed a third party's UK Intellectual Property Rights, provided that, if any third party makes a claim, or notifies an intention to make a claim, against You which may reasonably be considered likely to give rise to a liability under this clause (**Claim**), You:

- (a) as soon as reasonably practicable, gives written notice of the Claim to the Supplier, specifying the nature of the Claim in reasonable detail;

- (b) does not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Supplier (such consent not to be unreasonably conditioned, withheld or delayed);
- (c) gives the Supplier 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 Your power or control, so as to enable the Supplier and its professional advisers to examine them and to take copies (at the Supplier's expense) for the purpose of assessing the Claim; and
- (d) subject to the Supplier providing security to You, to Your reasonable satisfaction, against any claim, liability, costs, expenses, damages or losses that may be incurred, takes such action as the Supplier may reasonably request to avoid, dispute, compromise or defend the Claim.

9.2 Without prejudice to clause 10.7, the Supplier shall have no liability for any Claim:

- (a) caused or contributed to by Your use of Licensed Software in combination with software, operating systems or mobile devices not supplied or approved in writing by the Supplier, such approval not to be unreasonably delayed or withheld; or
- (b) based on use of any release or version of any part of the Licensed Software other than the latest release or version supplied or made available by the Supplier, if such claim could have been avoided by the use of such supplied release or version;

9.3 If use of the Licensed Software or Documents becomes, or in the opinion of qualified legal counsel is likely to become, the subject of any such Claim, the Supplier may:

- (a) replace all or part of the Licensed Software or Documents with functionally equivalent software or documents without any charge to You;
- (b) modify the Licensed Software or Documents as necessary to avoid such claim, provided that the Licensed Software or Documents (as modified) functions in substantially the same way as they did before modification; and
- (c) procure for You a licence from the relevant claimant to continue using the Licensed Software or Documents.

9.4 The Agreement and the Licence will be terminated if:

- (a) use of the Licensed Software or Documents is determined in a court of law to be infringing;
- (b) the Supplier is advised by a barrister of at least ten years' call that use or possession by You or any of its Authorised Users of the Licensed Software or the Documents in accordance with the Agreement is likely to constitute infringement of a third party's rights; or

- (c) if an injunction or similar order is granted in connection with a claim of the types referred to in clause 10.1 which prevents or restricts the use or possession by You or any of Your Authorised Users of the Licensed Software /or the Documents in accordance with the Agreement,

and the Supplier is unable, after best efforts, to procure for You the right to continue using the Licensed Software or Documents or to provide You with functionally equivalent non-infringing software or documents.

- 9.5 Notwithstanding any other provision in the Agreement, clause 10.1 shall not apply to the extent that any claim or action referred to in that clause arises directly or indirectly through the possession, use, development, modification or maintenance of any Open-Source Software or through the breach of any Third Party Licence relating to any Open-Source Software by You or any of Your Authorised Users.
- 9.6 If a payment due from the Supplier under this clause is subject to tax (whether by way of direct assessment or withholding at its source), You shall be entitled to receive from the Supplier such amounts as shall ensure that the net receipt, after tax, to You in respect of the payment is the same as it would have been were the payment not subject to tax.
- 9.7 Nothing in this clause shall restrict or limit Your general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this clause.
- 9.8 The Supplier's liability under this clause is subject to clause 10.2.

10. Limitation of liability

- 10.1 Neither party excludes or limits liability to the other party for:
 - (a) fraud or fraudulent misrepresentation;
 - (b) death or personal injury caused by negligence;
 - (c) a breach of any terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
 - (d) any matter for which it would be unlawful for the parties to exclude liability.
- 10.2 Subject to clause 11.1, the Supplier shall not in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:
 - (a) any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;
 - (b) any loss or corruption (whether direct or indirect) of data or information;

- (c) loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or
- (d) any loss or liability (whether direct or indirect) under or in relation to any other contract.

10.3 Clause 11.2 shall not prevent claims that fall within the scope of:

- (a) direct financial loss that are not excluded under any of the categories set out in clause 11.2(a) to clause 11.2(d); or
- (b) tangible property or physical damage.

10.4 Subject to clause 11.1, the Supplier's total aggregate liability in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Agreement or any collateral contract shall:

- (a) in respect of any cause of action related to the provision of the Services, be limited to
 - (i) the total Fees paid for the Services by You to the Supplier during the 6-month period immediately before the date on which the cause of action first arose or, if the cause of action arose during any period before 12 months had elapsed from the Commencement Date, during that shorter period; and

10.5 Any dates quoted for delivery of the Work or the other services provided under the Agreement are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Work or such other services that is caused by an event, circumstance or cause within the scope of clause 21 or Your failure to provide the Supplier with adequate delivery instructions.

11. Assignment and subcontracting

11.1 Subject to clause 12.3, the Agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust of or deal in any other manner with any or all of its rights and obligations under the Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).

11.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

11.3 Either party may assign or subcontract any or all of its rights and obligations under the Agreement to a member of its Group for so long as that company remains a member of the assignor's group. The assignor shall procure that such company assigns any rights assigned to it in accordance with this clause 12.3 back to the assignor or another member of the assignor's Group immediately before it ceases to be a member of the assignor's Group.

11.4 Notwithstanding clause 8, a party assigning any or all of its rights under the Agreement may disclose to a proposed assignee any information in its possession that relates to the Agreement or its subject matter, the negotiations relating to it and the other party which is reasonably necessary to disclose for the purposes of the proposed assignment, provided that no disclosure under this clause 12.4 shall be made until notice of the identity of the proposed assignee has been given to the other party.

12. Termination and Term

12.1 Without prejudice to any rights that have accrued under the Agreement or any of its rights or remedies, either party may at any time terminate the Agreement with immediate effect by giving written notice to the other party if:

- (a) the other party fails to pay any amount due under the Agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
- (b) the other party commits a material breach of any term of the Agreement (other than failure to pay any amounts due under the Agreement) and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- (c) the other party repeatedly breaches any of the terms of the 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 the Agreement;
- (d) 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;
- (e) 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;
- (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on 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;
- (g) 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 (being a company, partnership or limited liability partnership);
- (h) the holder of a floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;

- (i) 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;
 - (j) 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 its assets and such attachment or process is not discharged within 14 days;
 - (k) 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 13.3(d) to clause 13.3(i) (inclusive); or
 - (l) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.
- 12.2 On termination of the Licence, and at the end of the Term, the Supplier will remove access for You and the Licensed Users to the Services.
- 12.3 The Agreement shall automatically terminate on termination or expiry of the Licence, but expiry or any termination of the Agreement (however caused) shall not automatically terminate the Licence. Any provisions of the Agreement which relate to the Licence shall remain in full force and effect until the expiry or termination of the Licence.
- 12.4 Other than as set out in the Agreement, neither party shall have any further obligation to the other under the Agreement after its termination.
- 12.5 Any provision of the Agreement which expressly or by implication is intended to come into or continue in force on or after termination of the Agreement, including clause 1, clause 2, clause 8 to clause 11, clause 15 and clause 24, shall remain in full force and effect.
- 12.6 Termination or expiry of the Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.
- 12.7 Notwithstanding its obligations in this clause 13, if a party is required by any law, regulation, or government or regulatory body to retain any documents or materials containing the other party's Confidential Information, it shall notify the other party in writing of such retention, giving details of the documents and/or materials that it must retain.
- 12.8 On termination of the Agreement for any reason, each party shall as soon as reasonably practicable:
- (a) return, destroy or permanently erase (as directed in writing by the other party) any documents, handbooks, CD-ROMs or DVDs or other information or data provided to it by the other party containing, reflecting, incorporating or based on Confidential

Information belonging to the other party. If required by the other party, it shall provide written evidence (in the form of a letter signed by its director) no later than 14 days after termination of the Agreement that these have been destroyed and that it has not retained any copies of them (except for one copy that it may use for audit purposes only and subject to the confidentiality obligations in clause 8), provided that You may retain copies of any Confidential Information of the Supplier incorporated into the Licensed Software or to the extent necessary to allow it to make full use of the Services and any rights granted under any Licence or Third Party Licence which is still in force;

- (b) permanently delete any proprietary software belonging to the other party and not the subject of a current licence granted by the other party from its IT network and hard disks or other storage means associated with any computer equipment owned or controlled by the other party. Each party shall provide written confirmation (in the form of a letter signed by a director) no later than 30 days after termination of the Agreement that this software has been deleted; and
- (c) return all of the other party's equipment and materials, failing which, the other party may enter the relevant premises and take possession of them, provided, regarding Your rights under this clause 13.10(c), that You have (if appropriate) paid the Supplier in full for such equipment and materials. Until these are returned or repossessed, the party in possession shall be solely responsible for their safe-keeping,

and any electronic data shall be considered deleted, for the purposes of this clause 13.10 where it has been put beyond use by the deleting party.

- 12.9 On termination of the Agreement for any reason, You shall immediately pay any outstanding unpaid invoices and interest due to the Supplier. The Supplier shall submit invoices for any Services that it has supplied, but for which no invoice has been submitted, and You shall pay these invoices immediately on receipt.

13. Waiver

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

14. Rights and remedies

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

15. Entire agreement

- 15.1 The Agreement and the Documents 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.
- 15.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.

16. Variation

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

17. Severance

- 17.1 If any provision or part-provision of the 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 the Agreement.
- 17.2 If any provision or part-provision of the Agreement is deemed deleted under clause 18.1 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.

18. Third-party rights

- 18.1 A person who is not a party to the Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.
- 18.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under the Agreement is not subject to the consent of any person that is not a party to the Agreement.

19. No partnership or agency

- 19.1 Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party except as expressly provided for in the Agreement.
- 19.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

20. Force majeure

Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 6 weeks, the party not affected may terminate the Agreement by giving 14 days written notice to the affected party.

21. Governing law

The 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 laws of England and Wales.

22. Jurisdiction

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).