



Maintenance and Support Agreement

PARTIES

- (1) 2iC Limited incorporated and registered in England with company number 07183164 whose registered office is at 2 Venture Road, Southampton Science Park, Chilworth, Southampton, SO16 7NP, United Kingdom (**2iC**); and
- (2) The customer (**Customer**), whose details are set out in the Schedule.

BACKGROUND

2iC has supplied and licensed certain software products to the Customer under the terms of the Licence (defined below) and has agreed to provide support and maintenance for such Software on the terms set out in this agreement.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement and the schedules to it.

Charges: the charges payable for the Services under this agreement, being (where the context so requires) each or any of the following:

- (a) the charges for the Standard Support Service, calculated by reference to the number of Named Users and as set out in the Schedule; and
- (b) any charges agreed for Optional Services;

in each case as the same may be amended from time to time.

Critical Fault: a reproducible fault which substantially hinders or prevents the Customer from using a material part of the functionality of the Software.

Commencement Date: has the meaning set out in the Schedule.

Deliverables: any Documentation, software, documents, know-how or other works created or supplied by 2iC (whether alone or jointly) in the course of providing the Services.

Documentation: the documentation provided by 2iC for the Software, in either printed text or machine readable form, including but not limited to the technical documentation, program specification and operations manual.

Intellectual Property Rights: all patents, copyrights, design rights, trade marks, service marks, trade secrets, know-how, database rights and other rights in the nature of intellectual property rights (whether registered or unregistered) and all applications for the same, anywhere in the world.

Legacy Version: has the meaning set out in clause 4.

Licence: a software licence entered into between 2iC and the Customer on or around the time of this agreement.

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.

Modification: any Maintenance Release or New Version of the Software which is acquired by the Customer.

Named User: the named users listed at the Schedule.



New Version: any new version of the Software which from time to time is publicly marketed and offered for purchase by 2iC in the course of its normal business, being a version which contains such significant differences from the previous versions as to be generally accepted in the marketplace as constituting a new product.

Non-Critical Fault: any reproducible fault in the Software other than a Critical Fault.

Optional Service: any of the services listed in the Schedule and any other services that the Customer and 2iC may from time to time agree shall be supplied to the Customer by 2iC under the terms of this agreement.

Service Levels: those standards of performance to be achieved by 2iC in performing the Standard Support Service and any Optional Services as set out in the Schedule.

Services: includes (as appropriate) the Standard Support Service and any Optional Services which are included within an order for Optional Services under clause 6.

Software: the software listed and set out in the Schedule (as amended and updated from time to time by agreement between the parties) which is licensed to the Customer under the Licence.

Standard Support Service: the support service as described in the Schedule or, where specified by 2iC, on the Website from time to time and which is to be provided by 2iC to the Customer and the Named Users pursuant to the terms of this agreement.

Standard Support Hours: 9.00 am to 5.00 pm Monday to Friday, except on days which are bank holidays in England.

Support Staff: those individuals who perform 2iC's obligations under this agreement.

Supported Software: has the meaning set out in clause 2.1.

Updating Service: means the software updating service provided by 2iC pursuant to clause 5.3.

Website: means support.2icworld.com, as updated from time to time.

- 1.2 The headings in this agreement do not affect its interpretation. Save where the context otherwise requires, references to clauses and schedules are to clauses and schedules of this agreement.
- 1.3 Unless the context otherwise so requires:
- (a) references to 2iC and the Customer include their permitted successors and assigns;
 - (b) references to statutory provisions include those statutory provisions as amended or re-enacted;
 - (c) references to any gender include all genders; and
 - (d) words in the singular include the plural and in the plural include the singular.
- 1.4 In the event of any conflict between the terms and conditions of this agreement and any provision of any schedule, the terms and conditions of this agreement shall prevail. In the event of any conflict between this agreement and the Licence, the terms of the Licence shall prevail.
- 1.5 **Holding company** shall be construed in accordance with sections 736 and 736A of the Companies Act 1985.
- 1.6 **Subsidiary** shall be construed in accordance with sections 736 and 736A of the Companies Act 1985.



2. SUPPORTED SOFTWARE

2.1 The Supported Software is:

- (a) the Software;
- (b) any Modification which is acquired by the Customer (whether under the Licence, this agreement or any other agreement between 2iC and the Customer) during the course of the Licence and which accordingly becomes part of the software defined as the "Software" under the Licence; and
- (c) any other software which 2iC and Customer agree should be Supported Software for the purposes of this agreement including the software listed in the Schedule.

3. MAINTENANCE RELEASES AND UNSUPPORTED RELEASES

3.1 2iC shall from time to time make Maintenance Releases available to the Customer.

3.2 If the Customer fails to acquire and install a Maintenance Release within six months of 2iC's making said release available to the Customer then the version of the Software then used by the Customer shall constitute an Unsupported Release until such time as the Customer installs the latest Maintenance Release or New Version.

3.3 During such period as the Customer is using an Unsupported Release:

- (a) 2iC shall have the right to terminate the agreement on three months' written notice to the Customer;
- (b) in respect of such Unsupported Release 2iC shall not be bound by the Service Levels or any warranties or guarantees given under this agreement (including for the avoidance of doubt, those given by 2iC pursuant to clause 8); and
- (c) 2iC shall further only be obliged to perform the Standard Support Service and any Optional Service to the extent (if any) that it is commercially reasonable for 2iC to do so.

4. NEW VERSIONS AND LEGACY VERSIONS

4.1 If the Customer does not acquire and install a New Version within eighteen months of 2iC making said New Version available to the Customer then that decision shall not give rise to any right to terminate this agreement but the version of the Software used by the Customer shall constitute a Legacy Version until such time as the Customer installs the latest Maintenance Release or New version.

4.2 During such period as the Customer is using a Legacy Version, 2iC's shall still provide the Services but the Customer agrees that 2iC shall not be bound by the Service Levels or any warranties or guarantees given under this agreement (including for the avoidance of doubt, those given by 2iC pursuant to clause 8) nor shall 2iC be obliged to provide Modifications of the Legacy Version.

5. THE SERVICES

5.1 2iC shall supply and the Customer shall take and pay for the following Services:

- (a) the Standard Support Service;
- (b) the Updating Service; and
- (c) such of the Optional Services as are included from time to time within an order for Optional Services agreed between 2iC and the Customer pursuant to clause 6.

All Services are provided in the English language only.

5.2 In relation to the Standard Support Service:



- (a) the Standard Support Service shall comprise the services set out in the Schedule.
- (b) if additional on-site support is required in any month it may be provided by 2iC at its option and charged for (including but not limited to travel time and cost and subsistence costs) at the rates set out in the Schedule (as varied from time to time in accordance with this agreement).
- (c) Subject to the operation of clause 3.2, the Standard Support Service shall meet the Service Levels set out in the Schedule.

5.3 In relation to the Updating Service:

- (a) 2iC shall issue Modifications of the Software as and when required in the absolute discretion of 2iC;
- (b) the Updating Service shall include the supply to the Customer of all revisions to the Documentation which are necessary in order to reflect any Modification acquired by the Customer;
- (c) for the avoidance of doubt, the cost of the Updating Service is included in the Charges payable for the Standard Support Service; and
- (d) once any Modification has been installed by the Customer, the Customer shall immediately cease use of and delete the previous version of the Software. The Customer must store a backup version of the previous version for rollback purposes.

5.4 The Standard Support Services does not include Optional Services.

5.5 2iC shall be entitled, on prior notice to the Customer, to make changes to the Services, provided such changes do not have a material adverse affect on the Customer's business operations.

5.6 2iC shall have no obligation to provide the Services where faults arise from:

- (a) misuse, incorrect use of or damage to the Software; or
- (b) failure to maintain the necessary environmental conditions for use of the Software; or
- (c) any fault with any equipment or software not provided by 2iC; or
- (d) relocation or installation of the Software by any person other than 2iC or a person acting under 2iC's instructions; or
- (e) any breach of the Customer's obligations under this agreement.

6. ORDERS FOR OPTIONAL SERVICES

6.1 The Customer may from time to time request 2iC to supply Optional Services of the type and at the rates set out in the Schedule (as further governed by clause 7.2 below). 2iC shall use its reasonable endeavours to comply with the Customer's request, but the Customer acknowledges that 2iC's ability to supply the Optional Services shall depend on the availability of appropriate resources at the time in question.

6.2 Where 2iC agrees to provide Optional Services, such agreement shall be embodied in a formal purchase order for Optional Services. Each purchase order for Optional Services shall be made under, and shall incorporate, the terms of this agreement regardless of whether or not the purchase order originates on the Customer's standard terms of purchase.

7. CHARGES

7.1 In consideration of the Services (excluding for this purpose any Optional Services), the Customer shall pay the Charges in the amounts and in accordance with the payment terms set out in the Schedule.



- 7.2 Charges for any Optional Service shall be agreed in writing prior to performance or supply by 2iC, and shall be charged and invoiced to the Customer by 2iC (and paid by the Customer) following acceptance by 2iC of the Customer's written order for such Optional Service (as the case may be).
- 7.3 The Customer shall pay all costs (at 2iC's then prevailing rates) and reasonable expenses incurred by 2iC for work carried out by 2iC in connection with any fault which is not covered by this agreement.
- 7.4 If the Customer fails to pay any amount payable by it under this agreement, 2iC shall be entitled, but not obliged, to charge the Customer interest on the overdue amount, payable by the Customer forthwith on demand, from the due date up to the date of actual payment, after as well as before judgment, at the rate of 8% per annum above the base rate for the time being of NatWest Bank. Such interest shall accrue on a daily basis and be compounded quarterly. 2iC reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.5 All amounts payable under this agreement shall be exclusive of value added tax (if any) which shall be paid at the rate and in the manner for the time being prescribed by law.
- 7.6 Charges for any New Version or Optional Service supplied by 2iC to the Customer shall be determined in accordance with 2iC's then-current price list and agreed in writing prior to performance or supply by 2iC, and shall be charged and invoiced to the Customer by 2iC (and paid by the Customer) following acceptance by 2iC of the Customer's written order for such New Version or such Optional Service (as the case may be).
- 7.7 2iC shall be entitled to increase the Charges as from each anniversary of the Commencement Date. Any such increase shall be notified to the Customer at least three months prior.

8. 2iC'S WARRANTIES AND LIMITS OF LIABILITY

- 8.1 2iC represents and warrants to the Customer that:
- (a) the Services will be performed:
 - (i) in accordance with all applicable laws and regulations; and
 - (ii) with all reasonable skill and care.
- 8.2 If, during the term of this agreement, 2iC receives written notice from the Customer of any breach by 2iC of the representation and warranties contained in clause 8.1, 2iC shall, at its own option and expense, remedy that breach within a reasonable period following receipt of such notice, or terminate this agreement immediately on written notice to the Customer and repay to the Customer all sums which the Customer has paid to 2iC under this agreement during the year in which the termination occurs, less a charge for the Services performed up to the date of termination. The Customer shall provide all information reasonably necessary to enable 2iC to comply with its obligations under clause 8.2. This clause sets out the Customer's sole remedy and 2iC's entire liability for breach of clause 8.1.
- 8.3 No representation or warranty is given by 2iC that all faults will be fixed or will be fixed within a specified period of time.
- 8.4 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, without limitation, the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose and the use of reasonable skill and care.



8.5 Except as expressly stated in clause 8.6:

- (a) 2iC's liability, whether under this agreement or any collateral contract, for loss of or damage to the Customer's tangible property caused by the negligence of 2iC, its officers, employees, contractors or agents, shall not exceed £50,000.
- (b) 2iC shall have no liability for any losses or damages which may be suffered by the Customer (or any person claiming under or through the Customer), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:
 - (i) special damage, even though 2iC was aware of the circumstances in which such special damage could arise;
 - (ii) loss of profits;
 - (iii) loss of anticipated savings;
 - (iv) loss of business opportunity;
 - (v) loss of or goodwill; and/or
 - (vi) loss of, or damage to, data;

provided that this clause 8.5(b) shall not prevent claims for loss of or damage to the Customer's tangible property that fall within the terms of clause 8.5(a) or any other claims for direct financial loss that are not excluded by any of categories (i) to (vi) inclusive of this clause 8.5(b);

- (c) the Customer agrees that, in entering into this agreement, either it did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in this agreement or (if it did rely on any representations, whether written or oral, not expressly set out in this agreement) that it shall have no remedy in respect of such representations and (in either case) 2iC shall have no liability otherwise than pursuant to the express terms of this agreement; and
- (d) the total liability of 2iC, whether in contract, tort (including negligence) or otherwise and whether in connection with this agreement or any collateral contract, shall in no circumstances exceed a sum equal to 100 percent (100%) of the Charges payable by the Customer in the year in which the liability arises.

8.6 The exclusions in clause 8.5 shall apply to the fullest extent permissible at law but 2iC does not exclude liability for:

- (a) death or personal injury caused by the negligence of 2iC, its officers, employees, contractors or agents; or
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the obligations implied by Section 12 Sale of Goods Act 1979 or Section 2 Supply of Goods and Services Act 1982; or
- (d) any other liability which cannot be excluded by law.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 All Intellectual Property Rights in the Deliverables shall belong to 2iC and the Customer shall have no rights in respect of any of the Deliverables except as expressly granted



under this agreement. The Customer shall do or procure to be done all such further acts and things and execute or procure the execution of all such other documents as 2iC may from time to time require for the purpose of giving 2iC the full benefit of the provisions of this clause.

- 9.2 2iC undertakes at its own expense to defend the Customer or, at its option, settle any claim or action brought against the Customer alleging that the use or possession of any of the Deliverables (or any part of them) infringes the UK Intellectual Property Rights of a third party (**Infringement 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 Infringement Claim.
- 9.3 Clause 9.2 is conditional on:
- (a) the Customer notifying 2iC in writing, as soon as reasonably practicable, of any Infringement Claim of which it has notice;
 - (b) the Customer not making any admission as to liability or compromise or agreeing to any settlement of any Infringement Claim without the prior written consent of 2iC, which consent shall not be unreasonably withheld or delayed; and
 - (c) 2iC having, at its own expense, the conduct of or the right to settle all negotiations and litigation arising from any Infringement Claim and the Customer giving 2iC all reasonable assistance in connection with those negotiations and such litigation at 2iC's request and expense.
- 9.4 If any Infringement Claim is made, or in 2iC's reasonable opinion is likely to be made, against the Customer, 2iC may at its sole option and expense:
- (a) procure for the Customer the right to continue using, developing, modifying or maintaining the Deliverables (or any part of them) in accordance with the terms of this agreement; or
 - (b) modify the Deliverables so that they cease to be infringing; or
 - (c) replace the Deliverables with non-infringing works; or
 - (d) terminate this agreement immediately on notice to the Customer and repay to the Customer all sums which the Customer has paid to 2iC under this agreement during the year in which the termination occurs, less a charge for the Services performed up to the date of termination.

10. THE CUSTOMER'S RESPONSIBILITIES

- 10.1 In order to enable 2iC to perform the Services, the Customer shall provide 2iC (and all other persons duly authorised by 2iC) with full and detailed particulars of the fault being reported by the Customer in sufficient detail to enable 2iC to replicate and/or reproduce the fault on its own systems. In instances where, with 2iC's prior agreement, the Customer requires that 2iC has remote access, the Customer shall provide 2iC with full, safe and uninterrupted access including remote access to the Customer's and Named Users' premises, sites and Software as may reasonably be required for the purpose of performing the Services, such access, except in the case of emergency or agreed out-of-hours downtime, to be within the Standard Support Hours. 2iC shall not be liable for any failure to perform the Services which arises from Customer's breach of this clause.
- 10.2 The Customer shall ensure that appropriate environmental conditions are maintained for the Supported Software and shall take all reasonable steps to ensure that the Supported Software is operated in a proper manner by the Customer's employees.



- 10.3 The Customer shall nominate a manager to be available to liaise with, and respond to queries from, 2iC (for example, as to the resolution of conflicting priorities between two or more items of support or maintenance) (**Nominated Manager**). The Nominated Manager shall be listed in the Schedule from time to time.
- 10.4 The Customer shall:
- (a) cooperate with 2iC in performing the Services and provide any assistance or information as may reasonably be required by 2iC;
 - (b) report faults promptly to 2iC; and
 - (c) keep full back-up copies of all of its data.
- 10.5 The Customer shall indemnify 2iC against any losses, damages, costs (including legal fees) and expenses incurred by or awarded against 2iC as a result of the Customer's breach of this agreement or any negligent or wrongful act of the Customer, its officers, employees, contractors or agents.
- 11. DISPUTE RESOLUTION**
- 11.1 It is the intention of the parties to settle amicably by negotiation all disagreements and differences of opinion on matters of performance, procedure and management arising out of this agreement. Accordingly, it is agreed that the procedure set out in clause 11.2 shall be followed by:
- (a) the Customer, prior to the serving of written notice terminating this agreement due to a dispute between the parties concerning performance, procedure or management; and
 - (b) both parties, in relation to any other matter of dispute arising from the agreement and concerning performance, procedure or management.
- 11.2 In the event that any disagreement or difference of opinion arises out of this agreement, the matter shall be disposed of as follows:
- (a) the Customer's Nominated Manager (as defined at clause 10.3, above) and a 2iC support manager shall meet (in person or by suitable alternative means, e.g. a telephone call) to attempt resolution. Should they not meet within 14 days of either party attempting to convene a meeting with the other to resolve the matter, or should they not be able to resolve the matter with 14 days of first meeting, then:
 - (b) the matter shall promptly be referred by either party to a member of staff or representative of the Customer who holds an appropriate level of seniority (being a director or equivalent) and a director of 2iC for immediate resolution; and
 - (c) if, within 14 days of the matter first having been referred to the respective parties' senior representatives pursuant to step (b) above, no agreement has been reached as to the matter in dispute, the dispute resolution process shall be deemed to have been exhausted in respect of the matter in dispute and each party shall be free to pursue the rights granted to it by this agreement in respect of such matter without further reference to the dispute resolution process.
- 11.3 For the avoidance of doubt, clause 11 shall not prevent either party from seeking injunctive relief in the case of any breach or threatened breach by the other of any obligation of confidentiality or any infringement by the other of the first-named party's Intellectual Property Rights.



12. NON-SOLICITATION

The Customer shall not, for the duration of this agreement, and for a period of six months following termination, directly or indirectly induce or attempt to induce any employee of 2iC who has been engaged in the provision, receipt, review or management of the Services or otherwise in connection with this agreement to leave the employment of 2iC.

13. FORCE MAJEURE

13.1 Subject to due compliance with clause 13.2, neither party shall be liable to the other for any delay or non-performance of its obligations under this agreement arising from any cause beyond its reasonable control including, without limitation, act of God, governmental act, war, fire, flood, explosion or civil commotion, failure of third party systems including connectivity.

13.2 In the event of either party being so delayed or prevented from performing its obligations, such party shall:

- (a) give notice in writing of such delay or prevention to the other party as soon as reasonably possible, stating the commencement date and extent of such delay or prevention, the cause thereof and its estimated duration;
- (b) use all reasonable endeavours to mitigate the effects of such delay or prevention on the performance of its obligations under this agreement; and
- (c) resume performance of its obligations as soon as reasonably possible after the removal of the cause of the delay or prevention.

13.3 In the event that such delay or prevention continues for more than four weeks, the party whose performance is not delayed or prevented may terminate this agreement on 30 days' written notice to the other party.

14. TERM

14.1 Supply of the Services by 2iC to the Customer shall commence on the Commencement Date and, subject to termination in accordance with the provisions of this agreement, shall continue for the Initial Term, as defined in the Schedule.

14.2 The Schedule stipulates how this agreement operates at the expiry of the Initial Term.

15. TERMINATION

15.1 Each party shall have the right, without prejudice to its other rights or remedies, to terminate this agreement immediately by notice to the other if the other:

- (a) is in material or persistent breach of any of its or its obligations under this agreement and either that breach is incapable of remedy, or that other party has failed to remedy that breach within 30 days after receiving written notice requiring it to do so; or
- (b) is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), or becomes insolvent, or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets, or enters into or proposes any composition or arrangement with its creditors generally, or is subject to any analogous event or proceeding in any applicable jurisdiction.



- 15.2 2iC shall have the right, without prejudice to its other rights or remedies, to terminate this agreement immediately by notice to the Customer if the Customer:
- (a) undergoes a change of control; or
 - (b) sells all of its assets or is merged or re-organised in circumstances where it is not the surviving entity; or
 - (c) disputes the ownership or validity of 2iC's Intellectual Property Rights.

16. CONSEQUENCES OF TERMINATION

- 16.1 On expiry or termination of this agreement:
- (a) the Customer's right to receive the Services shall cease automatically;
 - (b) each party shall immediately return to the other all property and materials containing Confidential Information (as defined in clause 18) belonging to the other; and
 - (c) all amounts due from the Customer under this agreement shall be paid immediately by the Customer.
- 16.2 Any termination of this agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party, nor shall it affect the coming into force or the continuance in force of any provision of this agreement which is expressly, or by implication, intended to come into force or continue in force on or after that termination.

17. ASSIGNMENT AND USE OF TRUSTED PARTNERS

- 17.1 Subject to the remaining terms of clause 17, neither party may assign, sub-license, sub-contract, mortgage or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other, such consent not to be unreasonably withheld or delayed.
- 17.2 In order for it to provide the Customer with the highest standard of service throughout the duration of the agreement, 2iC reserves the right at its sole discretion to engage certain trusted commercial partners and agents to provide certain aspects of the Services. 2iC shall in any case remain liable to the Customer for the performance of all its obligations.

18. CONFIDENTIALITY AND PUBLICITY

- 18.1 Each party shall, during the term of this agreement and thereafter, keep confidential, and shall not use for its own purposes, nor without the prior written consent of the other disclose to any third party, any and all information of a confidential nature (including trade secrets and information of commercial value) that may become known to such party from the other party, and which relates to the other party or any of its affiliates (**Confidential Information**), unless such information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this agreement, or subsequently comes lawfully into the possession of such party from a third party.
- 18.2 The terms of this agreement may not be disclosed by the Customer (other than to its legal advisers) without the prior written consent of 2iC.
- 18.3 The provisions of clause 18 shall remain in full force and effect notwithstanding any termination of this agreement.

19. GENERAL PROVISIONS

- 19.1 No forbearance or delay by either party in enforcing its rights shall prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any



contractual terms shall be deemed to be a waiver of any other right or of any later breach.

- 19.2 If any provision of this agreement is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of the provisions will not be prejudiced.
- 19.3 Any amendment, waiver or variation of this agreement shall not be binding on the parties unless set out in writing, expressed to amend this agreement and signed by or on behalf of each of the parties.
- 19.4 No term of this agreement is intended to confer a benefit on, or to be enforceable by, any person who is not a party to this agreement.
- 19.5 Any notice required to be given pursuant to this agreement shall be in writing, and shall be sent to the other party marked for the attention of the person at the address set out for such party in this agreement. Notices may be sent by first-class mail or by countersigned email. Correctly addressed notices sent by first-class mail shall be deemed to have been delivered 72 hours after posting and correctly directed emails shall be deemed to have been received instantaneously on transmission, provided that they are confirmed as set out in this contract. Unless stated otherwise, the provisions of this clause shall not apply to day-to-day communications between the support staff, relating to the performance of the Services pursuant to clause 5.

20. ENTIRE AGREEMENT

This agreement, the schedules and the documents annexed to it or referred to in it, including the Licence, contain the whole agreement between the parties relating to the subject matter hereof, and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter.

21. ACCEPTANCE

- 21.1 The Customer shall be deemed to have accepted the terms of this agreement (and accordingly unequivocally agrees to be bound by its terms) on the earlier occurrence of:
 - (a) the Customer logging on to 2iC's online support portal using its unique login credentials; or
 - (b) the Customer paying 2iC the Charges (or any part thereof).

22. GOVERNING LAW AND JURISDICTION

This agreement and any disputes or claims 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 English law and submitted to the exclusive jurisdiction of the English courts.