DATED

SOFTWARE AGREEMENT

between

Analytium Ltd

and

Client

CONTENTS

_____

CLAUSE

SCHEDULE

This agreement is dated …………………………………………. 2019

Parties

(1)   [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Client**).

(2)   Analytium Ltd incorporated and registered in England and Wales with company number 10214873 whose registered office is at 86-90 4th Floor, Paul Street, London, United Kingdom, EC2A 4NE (**Analytium**).

BACKGROUND

(A)   This Agreement contains the terms and conditions governing the provisions of Analytium's Services. When a contract is entered by way of an Order, these terms and conditions apply.

(B)   Analytium sells, installs, administers and develops the Product. The Client purchases all or some of these services.

(C)   The level of Services provided by Analytium to the Client is set out in the Order.

(D)   Analytium sells the Product of the SAS as a non-exclusive reseller.

(E)   If agreed in writing with the Client, Analytium will carry out deployment (installation) of the Product which might be carried out from Analytium's Subsidiaries based in Belarus and Poland and as per the Client's Relevant Requirements, including on-site, on private cloud and/or public cloud. Should Analytium be instructed to do this, Analytium will effectively be hosting the Product's Software for the Client.

(F)   If agreed in writing with the Client, Analytium will remotely administer the Product from Analytium's Subsidiaries based in Belarus and Poland.

(G)   If agreed in writing with the Client, Analytium will develop the Product as per the Client's Relevant Requirement, which might be carried out from Analytium's Subsidiaries based in Belarus and Poland, including data management and reporting.

Agreed terms

1.   Interpretation

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

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

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or which any reasonable person would realise is Confidential Information.

Control: the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and **controls**, **controlled** and the expression **change of control** shall be construed accordingly.

Controller, processor, data subject, personal data, personal data breach, processing and **appropriate technical and organisational measures**: as defined in the Data Protection Legislation.

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

Effective Date: the date of this agreement.

Intellectual Property Rights: patents, 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, 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 and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Legislation: any statute, statutory provision or subordinate legislation or any mandatory rules or guidance issued by any regulatory body having jurisdiction over the applicable party.

Order: written document between the parties detailing the Services to be provided by Analytium to the Client and detailing the Client's Relevant Requirements.

Product: as detailed in Schedule 1.

Relevant Requirements: as detailed in the Order.

Services: services provided by Analytium to the Client and detailed in the Order and Schedule.

Trade Marks: the trade mark registrations and applications attached to the Product.

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

1.2   Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.

1.3   A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4   A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5   Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

1.6   A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.7   A reference to writing or written includes faxes and e-mail.

1.8   References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.

2.   Sales

2.1   Analytium will provide a copy of the Product.

2.2   The Client will pay a license fee to Analytium.

2.3   Analytium is not liable for the performance of the Product.

3.   Installation

3.1   The parties may agree in the Order that Analytium will install the Product for the Client.

3.2   Deployment (installation) of the Product will be carried out according to the Client's Relevant Requirements.

3.3   Installation takes place on-site, on private cloud and/or public cloud.

3.4   By installing the Product, the Product's Software may be hosted by the Client or by Analytium. This will be determined in the Order.

4.   Administration

4.1   The parties may agree in the Order that Analytium will administer the Product for the Client.

4.2   Administering means configuring the Product for the Client's needs according to the Client's Relevant Requirements and means connecting the users of the Product.

5.   Development

5.1   The parties may agree in the Order that Analytium will develop the Product for the Client.

5.2   Development means integrating data in the Product for the Client's needs and according to the Client's Relevant Requirements.

5.3   Analytium is responsible for the performance of the part of the Product which Analytium developed.

5.4   Analytium owns the Intellectual Property rights attached to the part of the Product which Analytium developed.

5.5   The timescale for providing this service will be determined in the Order and may be extended.

5.6   If the development carried out by Analytium is not suitable or needs fixing, adjusting or amending, the Client has one month after completion to inform Analytium so Analytium can carry out the necessary work.

5.7   Some acceptance tests may be carried out depending on the Order.

6.   Orders and contracts

6.1   The Client (which includes any employee of Client) may at any time issue an Order to Analytium. Analytium's acceptance of the Order shall constitute a binding contract between the parties for the provision of the Services the subject of the Order.

6.2   Each Order shall incorporate the provisions of this agreement save only to the extent that they are expressly omitted or amended by the Order or by written agreement signed by Analytium and the Client. In the case of any conflict between the Order and this agreement, the terms of the Order shall prevail.

7. Analytium's undertakings

7.1 Analytium undertakes and agrees with the Client to

employ a sufficient number of suitably qualified personnel to ensure the proper fulfilment of the Client's Relevant Requirements under this agreement.

7.2 Dates, timescales and costs estimates provided are estimates only. Timescales are not guaranteed.

8. Analytium's rights

8.1 If and when providing Services such as installation, configuration and/or development, Analytium is entitled to make reasonable changes to the Services agreed if these changes do not adversely affect the Client and which comply with the Client's Relevant Requirements.

8.2 Analytium will supply the Product as it is provided by SAS at that time.

9. Client's undertakings

9.1 The Client shall supply its Relevant Requirement to Analytium within a reasonable period following the Effective Date and during the term of this agreement, the Client shall supply in writing to Analytium and to its Consultant, if any, any updates on its Relevant Requirements to Analytium as soon as reasonably practicable.

9.2 The Client acknowledges that modification of its Relevant Requirements during the Agreement might result in delays of the agreed timescale.

9.3 The Client undertakes to fully cooperate with Analytium for the services to be provided efficiently or in case of any formal or informal inquiry, investigation, disciplinary or other proceeding initiated by any government, regulatory or law enforcement agency. The Client shall promptly provide all information or documents he possesses relevant to the subject matter.

10. Prices and payment

10.1 The price to be paid by the Client to Analytium for the Product is to be the price as shown in the Order or as calculated accordingly with the Order.

10.2 The Client shall pay the full amount invoiced to it by Analytium in pounds sterling within XX days of the date of invoice by direct transfer to Analytium's nominated bank account.

10.3   All amounts due under this agreement shall be paid to Analytium by the Client in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

10.4   If the Client fails to make any payment due to Analytium under this agreement by the due date for payment, then, without limiting the Company's remedies under clause 15, the Client shall pay interest on the overdue amount at the rate stated in the Late Payment of Commercial Debts (Interest) Act 1998. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount.

11.   Expenses

11.1   If this has been agreed by the parties and is written in the Order, Analytium shall charge additionally for:

11.1.1 reasonable travel and accommodation expenses incurred in providing the Services; and

11.1.2 the price of materials and tools purchased specifically to enable the Services to be provided.

12.   Sub-contracting

12.1   Analytium shall be allowed to use contractors in connection with the Services. Analytium shall remain fully responsible for Sub-contractors' compliance with this Agreement.

13.   Compliance with laws and regulations

13.1   Analytium is responsible for compliance with all laws and regulations such as ensuring that the Product and the development remain compliant with all applicable Law. …………..

14.   Anti-bribery

14.1   Analytium and the Client shall:
   (a)   comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
   (b)   not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

14.2   Breach of this clause 14 shall be deemed a material breach, which is irremediable.

15. Intellectual Property Rights

15.1 Unless otherwise agreed between the parties, all Intellectual Property Rights in and to the Product belong, and shall belong, to the third party copyright owner of the Product.

15.2 The Client shall not:

    (a) copy the Product or any part of any of them except to the extent and for the purposes expressly permitted by this agreement;

    (b) modify, adapt, develop, create any derivative work, reverse engineer, decompile, disassemble or carry out any act otherwise restricted by copyright or other Intellectual Property Rights in the Product. The Client is granted no rights under this Agreement except as expressly stated and Analytium expressly reserves all Intellectual Property Rights and its other rights in and to the Product.

15.3 At the request of Analytium, the Client shall do or procure to be done (at its cost) all such further acts and things (including the execution of documents) as Analytium shall require to give the Company the full benefit of this agreement.

15.4 Each party shall, at the request and expense of the other, provide all reasonable assistance to the other (including, but not limited to, the use of its name in, or being joined as a party to, proceedings) in connection with any action to be taken by the other party, provided that that party is given such indemnity as it may reasonably require against any damage to its name.

16. Confidentiality

16.1 Each party may have access to Confidential Information of the other party under this agreement. A party's Confidential Information shall not include information that:

    (a) is or becomes publicly known through no act or omission of the receiving party; or

    (b) was in the other party's lawful possession prior to the disclosure; or

    (c) is lawfully disclosed to the receiving party by a third party who is not restricted from disclosing it; or

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

16.2 Subject to this Agreement, each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party or use the other's Confidential Information for any purpose other than the implementation of this agreement.

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

16.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

16.5 This clause shall survive termination of this agreement for any reason.

17. Protection and processing of personal data

17.1 Where Analytium is providing a hosting service to the Client, the following provisions apply to that service.

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

17.3 The parties acknowledge that

where Analytium processes any personal data on the Client's behalf when performing its obligations under this agreement, Analytium is the Controller and the Client is the Processor for the purposes of the Data Protection Legislation.

17.4 Without prejudice to the generality of clause 17.1, Analytium will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Client for the duration and purposes of this agreement so that the Client may lawfully use, process and transfer the personal data in accordance with this agreement on Analytium's behalf.

17.5 Without prejudice to the generality of clause 17.1, the Client shall, in relation to any personal data processed in connection with the performance by the Client of its obligations under this agreement:

(a) process that personal data only on the documented written instructions of Analytium unless the Client is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Client and/or Domestic UK Law (where **Domestic UK Law** means the UK Data Protection Legislation and any other law that applies in the UK) to process personal data (**Applicable Laws**). Where the Client is relying on Applicable

Laws as the basis for processing personal data, the Client shall promptly notify Analytium of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Client from so notifying Analytium;

(b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by Analytium, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it).

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

  (i) the Client or Analytium has provided appropriate safeguards in relation to the transfer;

  (ii) the data subject has enforceable rights and effective legal remedies;

  (iii) the Client complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and

  (iv) the Client complies with reasonable instructions notified to it in advance by Analytium with respect to the processing of the personal data;

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

(e) notify Analytium without undue delay on becoming aware of a personal data breach;

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

(g) maintain complete and accurate records and information to demonstrate its compliance with this clause and immediately inform Analytium if, in the opinion of the Client, an instruction infringes the Data Protection Legislation.

17.6   Either party may, at any time on not less than 30 days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

17.7   Without prejudice to the preceding provisions of this clause, the Client shall provide to Analytium on request a copy of all personal data held by it pursuant to this agreement, in the format and on the media reasonably specified by Analytium, and shall promptly inform Analytium if any such data is lost or destroyed or becomes damaged, corrupted, or unusable. The Client will restore such data at its own expense.

18.   Warranties

18.1   Each party represents, warrants and undertakes that:

   (a)   it has full capacity and authority and all necessary consents to enter into and to perform this agreement and to grant the rights and licences referred to in this agreement and that this agreement is executed by its duly authorised representative and represents a binding commitment on it; and

   (b)   without affecting its other obligations under this agreement, it shall comply with all applicable Legislation in the performance of its obligations under this agreement.

19.   Limitation of liability

19.1   The Client is liable to pay on-going licence fees to Analytium. Details of such fees and invoicing process are set out in the Order.

19.2   Except as expressly and specifically provided in this agreement, all warranties, conditions and other terms implied by statute, common law or otherwise are, to the fullest extent permitted by law, excluded from this agreement.

19.3   Nothing in this agreement excludes the liability of Analytium:

   (a)   for death or personal injury caused by the Company's negligence; or

   (b)   for fraud or fraudulent misrepresentation.

19.4   The Company shall not in any circumstances be liable, whether in tort (including for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for:

   (a)   loss of profits; or

   (b)   loss of business; or

   (c)   depletion of goodwill or similar losses; or

(d)   loss of anticipated savings; or

(e)   loss of goods; or

(f)   loss of use; or

(g)   loss or corruption of data or information; or

(h)   any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

19.5   Analytium's total aggregate liability in contract, tort (including without limitation negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall in all circumstances be limited to the amount actually paid by the Client to Analytium under this agreement in the 6 months preceding the date on which the claim arose.

20.   Term and termination

20.1   This agreement shall commence on the Effective Date. Unless terminated earlier in accordance with this agreement, this agreement shall continue until completion of the Services agreed in the Order.

20.2   Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

(a)   the Client fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 3 days after being notified in writing to make such payment; or

(b)   the other party commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 5 days after being notified in writing to do so; or

(c)   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; or

(d)   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; or

(e)   a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party; or

(f)   an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if

an administrator is appointed, over the other party, as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986; or

(g)   the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver; or

(h)   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; or

(i)   a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days; or

(j)   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 15.2(b) to clause 15.2(i) (inclusive); or

(k)   the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

20.3   If you are not within English jurisdiction, equivalent provisions will apply.

21.   Effects of termination

21.1   Upon termination or expiry of this agreement for any reason:

(a)   the accrued rights of the parties as at termination or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination shall not be affected or prejudiced;

(b)   Subject to the foregoing provisions of this clause 21.1, all rights of the Client under this agreement shall terminate.

21.2   The termination of this agreement shall not of itself give rise to any liability on the part of Analytium to pay any compensation to the Client for loss of profits or goodwill, to reimburse the Client for any costs relating to or resulting from such termination, or for any other loss or damage.

22.   Force majeure

Neither party shall in any circumstances be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial

disputes (whether involving the workforce of the Client or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for six months, the party not affected may terminate this agreement by giving 30 days' written notice to the other party.

23.   Waiver

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

24.   Severance

24.1   If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

24.2   If any provision or part-provision of this agreement is deemed deleted under clause 24.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

25.   Entire agreement

25.1   This agreement 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.

25.2   Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

25.3   Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

25.4   Nothing in this clause shall limit or exclude any liability for fraud.

26. Amendments

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

27. No partnership or agency

27.1 Nothing in this 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, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

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

28. Third party rights

No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

29. Rights and remedies

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

30. Notices

30.1 A notice given to a party under or in connection with this agreement shall be in writing and sent to the party at the address given in this agreement or as otherwise notified in writing to the other party.

33.2 The following table sets out methods by which a notice may be sent and, if sent by that method, the corresponding deemed delivery date and time:

Delivery method	Deemed delivery date and time
Delivery by hand.	On signature of a delivery receipt
Pre-paid first class recorded delivery post or other next working day delivery service providing proof of delivery.	9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
Fax.	At the time of transmission.
Email	At the time of sending, provided it is to an email address known to be used regularly by the intended recipient.

33.3 For the purpose of this clause and calculating deemed receipt:

a) all references to time are to local time in the place of deemed receipt; and

b) if deemed receipt would occur in the place of deemed receipt on a Saturday or Sunday or a UK public holiday when banks are not open for business, deemed receipt is deemed to take place at 9.00 am on the day when business next starts in the place of receipt.

33.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

31. **33.5 A formal notice to be given under this agreement is not valid if sent by email.Emails**

31.1 Emails between parties have no legal effect unless the relevant email states that it has legal effect between the parties.

31.2 If such email purports to make changes to this Agreement, the email needs to refer to the clause it specifically amends.

32. **Governing law**

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) are governed by and construed in accordance with the laws of England.

33.   Jurisdiction

The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any disputes or claims arising out of or in connection with this agreement, its subject matter or its formation (including non-contractual disputes or claims).

34.   Mediation

34.1   If any dispute arises in connection with this agreement or any Order, the parties will, attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR.

34.2   The provisions of clause 36.1 shall not apply in the event of a claim by Analytium for any overdue payment from the Client.

Schedule Product

[Insert a description of the Product.]

Signed by [NAME OF DIRECTOR] for and on behalf of [NAME OF COMPANY]	.... Director
Signed by Vasilij Nevlev for and on behalf of Analytium Ltd	.... Director