GRAPHAWARE TERMS OF BUSINESS

1. DEFINITIONS AND INTERPRETATION

1.1. In these Terms of Business and a Statement of Work the following expressions shall have the following meanings:

Agreement	the Statement of Work agreed between the Parties incorporating these Terms of Business.
Charges	the payment for the Services (as more particularly set out in the Statement of Work) and any other fees, charges, costs or expenses arising under the Agreement.
Client	the Client purchasing Services from GraphAware as specified in the Statement of Work.
Confidential Information	any and all proprietary information, know-how, ideas, concepts, trade secrets, designs, specifications, manuals, computer programs, business, financial, technical or non-technical data (howsoever recorded, preserved or communicated) which is either labelled as confidential or which should reasonably be considered to be confidential because of its nature or the manner of its disclosure.
Deliverables	documents, products and materials, including computer software (in source code and / or object code), data reports and specifications, to be provided directly to the Client, subject to the applicable licences as stated under the Agreement, by reason of GraphAware's performance of the Services, but excluding Hume.
GraphAware	Graph Aware Limited, a company incorporated in England and Wales with company number 08554167 and registered office at 86-90 Paul Street, London, EC2A 4NE.
Hume	Hume software, proprietary to GraphAware and/or third parties, made available by GraphAware on a commercial basis (including third-party products) under a separate licence agreement, which includes GraphAware's and / or third parties' pre-existing Intellectual Property Rights.
Intellectual Property Rights	patents, copyright and related rights, trademarks, domain names, rights in designs, rights in computer software, database right, moral rights, and any other intellectual property rights, in each case whether registered or unregistered and including all existing and future rights, rights to sue and

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applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Parties	GraphAware and the Client, and "Party" shall be construed accordingly.
Services	the services to be performed by GraphAware for the Client as set out in the Statement of Work.
Services Start Date	the day on which GraphAware is to start the provision of the Services as set out in the Statement of Work.
Services End Date	the day on which GraphAware is to finalise the provision of the Services as set out in the Statement of Work.
Statement of Work	a document setting out and specifying the details of the Services to be performed by GraphAware for the Client.
Terms of Business	these terms and conditions as set out in Clauses 1 to 15 (inclusive).
VAT	value added tax or any equivalent tax chargeable in the UK or elsewhere.

1.2. The headings in these Terms of Business are for ease of reference only and shall not affect the construction or interpretation of any provision to which they refer.

1.3. Any reference to a statutory provision shall include that provision as from time to time modified or re-enacted, provided that in the case of modifications or re-enactments made after the date of the Agreement the same shall not have effected a substantive change to that provision.

1.4. Unless the context requires otherwise, words denoting the singular include the plural and vice versa and words denoting any one gender include all genders and vice versa.

1.5. Any reference to a person shall include an individual, partnership, corporate or unincorporated body.

1.6. References to any Party shall include its personal representatives, lawful successor in title and permitted assigns.

1.7. A reference to writing or written includes fax and email.

1.8. The words and phrases "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as the preceding words where a wider construction is possible.

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2. TERMS OF BUSINESS AND STATEMENTS OF WORK

2.1. Following an expression of interest from a potential client GraphAware may, at its sole discretion, prepare a Statement of Work. The Parties' signature on the Statement of Work establishes a contract for the supply of the Services on these Terms of Business.

2.2. No addition to, variation of, exclusion or attempted exclusion of any provision of a Statement of Work shall be binding on GraphAware unless signed in writing by a duly authorised representative of GraphAware. These Terms of Business will be incorporated into each Statement of Work, to the exclusion of any other terms or conditions implied by law, trade custom, practice, or course of dealing or any other standard terms and conditions.

2.3. In the event GraphAware agrees more than one Statement of Work with the same Client, then each Statement of Work constitutes a separate agreement and termination of any one Statement of Work shall not affect termination of any other Statement of Work (although this shall not prevent more than one Statement of Work being subject to termination if termination circumstances apply to them). Each Statement of Work incorporating these Terms of Business shall be referred to as the Agreement in these Terms of Business.

2.4. If there is any conflict or inconsistency between any provision of these Terms of Business and a Statement of Work, then the provisions of these Terms of Business shall prevail unless specifically stated in writing on the relevant Statement of Work with reference to this Clause 2.4.

3. THE SERVICES

3.1. GraphAware shall perform the Services specified in a Statement of Work with reasonable skill and care and in accordance with good industry practice. GraphAware warrants that for a period of thirty (30) days after completion of the Services, the results of the Services will conform to the description of the Services Output and Services Description as stated under the Statement of Work. As the Client's sole and exclusive remedy and GraphAware's entire liability for any breach of the foregoing warranty, GraphAware will re-perform the Services, or, if GraphAware is unable to do so, refund the fees paid to GraphAware in respect of the non-conforming Services.

3.2. GraphAware shall use reasonable endeavours to commence the performance of Services on the Services Start Date and meet any performance dates specified in a Statement of Work, but the Services Start Date, Services End Date and any other performance dates shall be estimates only and the time for performance by GraphAware shall not be of the essence in the Agreement.

3.3. GraphAware shall use reasonable endeavours to observe all health and safety rules and regulations and any other reasonable security requirements that apply at the Client's premises and that have been communicated to it by the Client, provided that GraphAware shall not be liable under the Agreement if, as a result of such observation, it is in breach of any of its obligations under the Agreement.

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3.4. GraphAware shall appoint the GraphAware Contact specified on a Statement of Work for technical and operational matters. For the avoidance of doubt, the GraphAware Contact shall not have authority to vary the Agreement and to contractually bind GraphAware. All variations of the Agreement shall be made in accordance with Clause 15.1. GraphAware shall use all reasonable endeavours to ensure that the same person acts as the GraphAware Contact for the term of a Statement of Work but may replace the person from time to time where reasonably necessary in the interests of GraphAware's business.

3.5. GraphAware shall comply with any additional responsibilities set out in a relevant Statement of Work.

3.6. GraphAware may subcontract or delegate to a third party the performance of the Services without the prior written consent of the Client. GraphAware will retain management of such subcontractors or third parties and is otherwise responsible for their conduct, the performance of the Services and any Deliverables. GraphAware will ensure that all such subcontractors and third parties have entered written agreements with GraphAware containing provisions compatible with this Agreement, including Clause 6 (Intellectual Property Rights) and Clause 8 (Confidentiality and Publicity).

4. CLIENT OBLIGATIONS

4.1. The Client accepts and acknowledges that GraphAware's performance of the Services depends upon the Client's full and timely cooperation, as well as the accuracy and completeness of any information provided by the Client to GraphAware. The Client will, in response to GraphAware's reasonable requests to facilitate the fulfilment of the Agreement, provide GraphAware at no charge and in a timely manner with access to:

4.1.1. any premises in which the Services are to be performed and authorised access (and if agreed remote access) to any Client systems or software;

4.1.2. appropriately qualified and experienced personnel familiar with the Client's systems and operations who shall reasonably co-operate with GraphAware; and

4.1.3. any other documentation, information, data and computer facilities.

4.2. The Client will also:

4.2.1. Obtain, maintain and comply with all necessary third-party licences and consents in relation to the Services;

4.2.2. undertake normal back-ups of all data before the performance of any Services by GraphAware;

4.2.3. appoint the Client Contact, who shall have authority under the Agreement to contractually bind the Client on all matters relating to the Services; and

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4.2.4.   comply with any additional responsibilities set out in a relevant Statement of Work.

4.3. If GraphAware's performance of its obligations under the Agreement is prevented or delayed by any act or omission of the Client, its customers, agents, subcontractors, consultants, or employees, GraphAware shall not be liable for any costs, charges or losses sustained or incurred by the Client or third parties that arise directly or indirectly from such prevention or delay.

4.4. The Client shall be liable to pay to GraphAware, on demand, all reasonable costs, charges, or losses sustained or incurred by GraphAware that arise directly or indirectly from the Client's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Agreement.

5. CHARGES AND PAYMENT

5.1. In consideration of the provision of the Services the Client must pay the Charges without deduction or set off and in accordance with the terms of the Agreement. All Charges and other fees are exclusive of VAT, which will be added at the appropriate rate.

5.2. The Client shall make all payments under this Agreement without withholding or deduction of, or in respect of, any tax, levy, impost, duty, charge, or fee unless required by law. If any such withholding or deduction is required, the Client shall pay to GraphAware such additional amount as will ensure that GraphAware receives the same total amount that it would have received if no such withholding or deduction had been required.

5.3. If the Statement of Work specifies that an Advance Payment is due, the Client must make the Advance Payment by the date specified. The Client acknowledges that GraphAware is not obliged in any event to commence performance of the Services until the Advance Payment has been made in full.

5.4. The Statement of Work will specify whether the Charges are on a time and materials basis, a fixed price basis, or a combination of both and:

5.4.1.   if the Charges are on a time and materials basis, GraphAware's daily fee rates may be amended from time to time by GraphAware giving not less than one month's written notice to the Client (the Client shall have the right to accept the amended fees or terminate the Agreement following notification of a fee increase); and

5.4.2.   if the Services are provided for a fixed price the price for the Services shall be the amount set out in the Statement of Work.

5.5. Any fixed price or daily rate contained in a Statement of Work excludes the cost of travel, accommodation, subsistence and the cost of materials and third-party services or other ancillary costs (collectively "Travel and Expenses") reasonably incurred by GraphAware in connection with the Services. Any such Travel and Expenses shall be invoiced by GraphAware and shall be paid by the Client.

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5.6. Unless otherwise agreed in a Statement of Work, GraphAware shall be entitled to invoice the Client on the last day on which the Services are provided or at the end of each calendar month for the Services provided during that month. The Client shall pay each invoice submitted to it by GraphAware, in full and in cleared funds, within 14 days of receipt, to the bank account and in the currency stated on the invoice.

5.7. Without prejudice to any other right or remedy that it may have, if the Client fails to pay GraphAware on the due date:

    5.7.1. the Client shall pay interest on the overdue amount at the rate of 4% per annum above Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgement. The Client shall pay the interest together with the overdue amount;

    5.7.2. GraphAware may not supply any Deliverable; and

    5.7.3. GraphAware may suspend all Services until payment has been made in full.

6. INTELLECTUAL PROPERTY RIGHTS

6.1. Nothing in the Agreement shall transfer any Intellectual Property Rights of any Party and neither Party grants the other any rights to use any Intellectual Property Rights except as expressly stated in the Agreement.

6.2. All Deliverables and Intellectual Property Rights embodied therein (except for the Client's Confidential Information therein) developed, customised, or otherwise prepared for Client by GraphAware under the Statement of Work shall remain the exclusive property of GraphAware and the Client and its suppliers own and maintain any and all right, title and interest in and to proprietary Client-provided materials.

6.3. Notwithstanding anything to the contrary, GraphAware shall own all Intellectual Property Rights (including any new Intellectual Property Rights) in Hume.

6.4. If, notwithstanding Clause 6.2 and 6.3, any Intellectual Property Rights in or arising from the Deliverables, Hume, or provision of Services are acquired by Client (including any new Intellectual Property Rights), the Client hereby assigns them to GraphAware (and to the extent that any such Intellectual Property Rights are not capable of such assignment, agrees to hold on trust) and agrees to do all such things and sign all such documents as GraphAware may reasonably require in respect of the assignment of all such Intellectual Property Rights as may be appropriate.

6.5. The Client grants GraphAware a non-exclusive, royalty-free terminable licence to use the Client's Intellectual Property Rights solely to the extent necessary and for the purpose of performing the Services during the term of this Agreement.

6.6. To the extent the Client sends or transmits any communications, comments, questions, suggestions, or related materials to GraphAware, whether by letter, e-mail, telephone, or otherwise ("Feedback")

suggesting or recommending changes to the Deliverables and Hume, including, without limitation, new features or functionality relating thereto, the Client hereby grants GraphAware a perpetual, irrevocable, non-exclusive, royalty-free, fully-paid-up, fully-transferable, worldwide licence (with rights to sublicense through multiple tiers of sublicensees) under the Client's and its licensors' Intellectual Property Rights to reproduce, prepare derivative works of, distribute, perform, display, and otherwise fully use, practice and exploit such Feedback for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback, so long as it acquires and applies such Feedback without disclosure of any Confidential Information of the Client. The Client agrees and understands that GraphAware is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and the Client has no right to compel such use, display, reproduction, or distribution.

6.7. GraphAware warrants that it is not aware at the date of the Agreement that the Deliverables infringe any third party's Intellectual Property Rights, but the Client acknowledges and agrees that GraphAware has not carried out any investigation into the same.

7. LICENCES

In relation to Deliverables:

7.1. Unless otherwise specified in the Statement of Work and except with respect to certain Deliverables that are open source software (in which case, such Deliverables are subject to the applicable open source software licences), GraphAware grants Client for the duration of the applicable Statement of Work a limited, personal, revocable (automatically upon the Services End Date or during the provision of Services as set forth in the termination provisions), non-transferable, non-sublicensable, non-exclusive licence to use any Deliverables for Client's internal business purposes. Subject to the foregoing provisions, Deliverables that constitute software can be used only in the format provided by GraphAware (e.g., source code or machine-readable, executable object code) and Client shall not attempt to copy (except for the purposes of the Statement of Work, backup and security), duplicate, modify, create derivative works from, distribute, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of such Deliverables.

7.2. Limited to Deliverables that constitute reports or project specific documentation (graph schemas, guidelines, architecture designs, scale plans, test results, and algorithms evaluations) and configuration of software, GraphAware grants the Client a non-exclusive, non-transferable, non-sublicensable, perpetual, royalty-free, worldwide right to use, copy and modify such Deliverables for the Client's internal business purposes only.

7.3. The Client shall not, without GraphAware's prior written approval, allow any person other than a representative of GraphAware to modify, repair or maintain any part of the Deliverables that constitute software.

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7.4. Unless otherwise specified in the Statement of Work, GraphAware shall have no obligation to provide support services for the Deliverables.

7.5. GraphAware reserves the right to grant a licence to use the Deliverables to any other party or parties (provided however, that GraphAware covenants not to reuse or distribute in any manner any portions of the Deliverables that incorporate the Client's Confidential Information).

7.6. Except as expressly agreed to in the applicable Statement of Work, nothing herein shall be construed to preclude GraphAware from developing, marketing, using, licensing, modifying or otherwise freely exploiting services or deliverables that are similar to or related to the Services or Deliverables provided hereunder.

7.7. GraphAware reserves the right to integrate, combine, incorporate, embed and/or bundle any Deliverables in Hume or other products for any purposes, including but not limited to commercial purposes (provided however, that GraphAware covenants not to reuse or distribute in any manner any portions of the Deliverables that incorporate the Client's Confidential Information). Unless otherwise specified in the Statement of Work, any such product use by Client will be subject to additional charges and a separate licence agreement with GraphAware.

7.8. The Client shall not access all or any part of the Deliverables or Services in order to build a product or service which competes with the GraphAware products and/or the Services.

7.9. All licence rights not expressly granted in this Agreement are reserved by GraphAware or its licensors.

In relation to Hume:

7.10.   Notwithstanding anything to the contrary, the Client acknowledges and agrees that the Client's use of Hume is conditional on the Client obtaining a Hume licence subject to additional charges and a separate licence agreement (copies of which shall be provided to the Client) with GraphAware, or a third party.

7.11.   All Hume licence restrictions stated under the applicable Hume licence agreement with GraphAware or a third party will apply to any Deliverables that constitute an upgrade, update, improvement, or modification to Hume made under a Statement of Work.

8. CONFIDENTIALITY AND PUBLICITY

8.1. Each Party undertakes that it will not at any time hereafter use, divulge or communicate to any person, except to its affiliates, employees, subcontractors, professional representatives or advisers or as may be required by law, or any legal or regulatory authority, any Confidential Information concerning the other Party (or of any member of the group of companies to which the other Party belongs) which may have come to its knowledge and each of the Parties shall use all reasonable endeavours to prevent the publication or disclosure of any Confidential Information concerning such matters.

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8.2. The obligations in Clause 8.1 shall continue to apply notwithstanding termination or expiry of the Agreement but shall not apply to any Confidential Information that comes into the public domain other than through a breach of the Agreement.

8.3. The Client hereby agrees that GraphAware shall have the right to include Client's name and logo as a customer who uses the Services on its public websites and in other public marketing materials promoting the Services. The Client may opt-out by sending an email to legal@graphaware.com.

9. TERMINATION AND SUSPENSION

9.1. Either Party may terminate the Agreement with immediate effect by giving written notice to the other if:

9.1.1. the other Party commits a material breach of any term of the Agreement which is incapable of remedy or (if such breach is capable of remedy) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

9.1.2. an encumbrancer takes possession, or a receiver is appointed over any of the property or assets of that other Party;

9.1.3. that other Party makes any voluntary arrangement with its creditors or becomes subject to an administration order;

9.1.4. that other Party goes into liquidation (except for the purposes of amalgamation or reconstruction and in such manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under the Agreement);

9.1.5. anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to that other Party; or

9.1.6. that other Party ceases, or threatens to cease, to carry on business.

9.2. Without affecting any other right or remedy available to it, GraphAware may terminate the Agreement with immediate effect,

9.2.1. by giving written notice to the Client in the event there is at any time a material change of control (as that phrase is defined in Section 840 of the Income and Corporation Taxes Act 1988) of the Client;

9.2.2. if the Client fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment; or

9.2.3. by giving written notice to the Client in the event that no Services were provided under this Agreement for a continuous period of 3 months.

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9.3. Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement shall remain in full force and effect.

9.4. Upon termination (or expiry) of the Agreement for any reason:

9.4.1. all rights granted to the Client under this Agreement shall cease;

9.4.2. the Client shall cease all activities authorised by this Agreement;

9.4.3. the Client shall immediately remove from their systems, destroy, or return to GraphAware (at GraphAware's option) all copies of the Deliverables licensed under Clause 7.1 of this Agreement then in its possession, custody or control and, in the case of destruction, certify to GraphAware that it has done so.

9.4.4. the Client shall immediately pay to GraphAware all of GraphAware's outstanding unpaid invoices and interest and, in respect of Services which have been performed but for which no invoice has been submitted, GraphAware may submit an invoice, which shall be payable immediately on receipt; and

9.4.5. subject as otherwise provided herein and to any rights, obligations or liabilities which have accrued prior to termination, neither party shall have any further obligation to the other under the Agreement.

10.   LIMITATION OF LIABILITY

10.1.   The following provisions set out the entire financial liability of GraphAware (including without limitation any liability for the acts or omissions of its employees, agents and subcontractors) to the Client in respect of:

10.1.1. any breach of the Agreement howsoever arising;

10.1.2. any use made by the Client of the Services, the Deliverables, Hume, or any part of them; and

10.1.3. any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including without limitation negligence) arising under or in connection with the Agreement.

10.2.   Subject to Clause 10.5 below, GraphAware's total aggregate liability to the Client in connection with the Agreement shall be limited to the lower of the Charges paid for the Services or 1 million pounds (£1,000,000).

10.3.   Notwithstanding any other clause of this Agreement, but subject to Clause 9.5, neither Party shall, in any event, be liable or responsible to the other for any:

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10.3.1. loss of documentation, loss or corruption of data, loss of profits or of contracts, remedial costs, loss of operation or staff time, costs of obtaining substitute products or services and loss of goodwill or anticipated savings (in each case whether direct or indirect); or

10.3.2. any indirect, incidental, special or consequential loss, damage, cost or expense of any kind whatsoever;

10.3.3. and in each case howsoever caused whether arising under contract, tort (including negligence and breach of statutory duty) or otherwise, even if it has been advised of the possibility of such loss.

10.4. The express warranties given in the Agreement are in lieu of all warranties, conditions, terms, representations, undertakings and obligations (express or implied) imposed by statute, common law or otherwise all of which are hereby excluded to the maximum extent permitted by law.

10.5. The above exclusions and limitations shall apply to the fullest extent permissible at law but neither Party excludes or limits liability for death or personal injury caused by its negligence or that of its employees or agents and for which it is responsible, or for fraud or wilful deceit.

11. NON-SOLICITATION

11.1. The Client shall not, without the prior written consent of GraphAware, at any time from the date of the Agreement to the expiry of one year after the completion of the Services, solicit or entice away from GraphAware or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant, or subcontractor of GraphAware in the provision of the Services.

12. DISPUTE RESOLUTION

12.1. If any dispute or grievance arises between the Parties out of the Agreement, before taking any further action (such as requiring the Party in default to remedy an alleged fault within a specific time), each Party agrees to use reasonable endeavours to arrange for the dispute to be discussed between a representative of each Party who is a board director or of equivalent executive authority and who has authority to settle the dispute and who has, where possible, no direct involvement in the relevant matter.

12.2. Should the escalation mechanism set out in Clause 12.1 fail to be effective, the Parties will attempt to settle the dispute or grievance by mediation in accordance with the Centre for Dispute Resolution Model Procedure. Unless the Parties agree otherwise, the costs of the mediation shall be borne equally by each of them. The obligations contained in this Clause 12.2 shall not apply in respect of any dispute relation to or concerning the payment of Charges by the Client to GraphAware.

12.3. If the dispute is not resolved within 60 days after service of the notice, or either party fails to participate or to continue to participate in the mediation before the expiration of the said period of 60 days, or the mediation terminates before the expiration of the said period of 60 days, the dispute shall be finally resolved by the courts of England and Wales in accordance with Clause 15.10.

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13. FORCE MAJEURE

13.1.   Neither Party shall be liable for any delay in performing any of its obligations hereunder if such delay is caused by circumstances beyond its reasonable control, including without limitation acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination or sonic boom, any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, collapse of buildings, fire, explosion or accident, any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party) and interruption or failure of utility service. In such circumstances the affected party shall be entitled to a reasonable extension of time for the performance of such obligations. If the affected Party has been prevented from performing its obligations under the Agreement for a period of 60 days (or such other period agreed between the parties in writing), then either Party may terminate the Agreement immediately by providing notice to the other Party and the provisions of Clause 9.3 and Clause 9.4 shall apply.

13.2.   In the event of any force majeure (including a sequence of events of force majeure) which has lasted or is likely to last for longer than 7 days the Parties agree to discuss in good faith whether the respective rights and obligations of each Party under the Agreement can be amended in order to alleviate the effects of the force majeure and best bring into effect the original intentions of the parties.

14. EXPORT CONTROL AND ANTI-BRIBERY AND CORRUPTION

14.1.   Neither party shall in any circumstances export, directly or indirectly, any technical data acquired from the other party under this agreement (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations, to any country for which any government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.

14.2.   Each party undertakes in relation to Anti-Bribery and Corruption to:

14.2.1. comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption ("Relevant Requirements");

14.2.2. not engage in any activity, practice or conduct which would constitute an offence under applicable legislation;

14.2.3. have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures, to ensure compliance with the Relevant Requirements.

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15.   GENERAL

15.1.   Any variation or amendment of the Agreement must be in writing, referenced to the Agreement, and signed by an authorised representative of both parties.

15.2.   Neither Party may assign, transfer, sub-contract, charge, or deal in any other manner with the Agreement or any rights under it, or otherwise dispose of any rights or obligations under the Agreement, without the prior written consent of the other, such consent not to be unreasonably withheld or delayed. Notwithstanding the foregoing, GraphAware has the right to assign, transfer or sub-contract the Agreement or any rights or obligations under it to GraphAware affiliates and consultants.

15.3.   If any Party fails to rely on its rights under the Agreement or otherwise, that shall not prevent it from relying on those (or similar) rights in the future.

15.4.   Except as expressly provided in the Agreement, the provisions of the Agreement, and the rights and remedies of the Parties under it are cumulative and are without prejudice and in addition to any rights or remedies a Party may have at law or in equity. No exercise by a Party of any one right or remedy under the Agreement, or at law or in equity, shall (save to the extent, if any, provided expressly in the Agreement, or at law or in equity) operate so as to hinder or prevent the exercise by it of any other such right or remedy.

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

15.6.   If any provision of the Agreement is found by a court or other competent authority to be void or unenforceable:

15.6.1.   that provision shall be deemed to be deleted from the Agreement and the remaining provisions of the Agreement shall continue in full force and effect; and

15.6.2.   the Parties shall negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for that provision.

15.7.   The Agreement (including the documents and instruments referred to in it) supersedes all prior representations, arrangements, understandings, and agreements between the Parties relating to its subject matter and is the entire complete and exclusive agreement and understanding between the Parties relating to its subject matter. Each Party acknowledges that it has not relied on any representation, arrangement, understanding or agreement (whether written or oral) not expressly set out or referred to in the Agreement.

15.8.   Any notice given under the Agreement shall be in writing and shall be delivered by email to the email address advised by each Party to the other from time to time for this purpose, or sent

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by pre-paid registered post or airmail by a recognised mail carrier (return receipt requested) or in person to the address of the relevant Party as set out at the head of the Agreement, or to such address as subsequently notified to the other Party pursuant to this clause. In the case of email, the notice shall be deemed to have been delivered on acknowledgement by the recipient. In the case of post, the notice shall be deemed to be effective at the time recorded by the delivery service.

15.9.   The Agreement is not intended to convey a benefit on any person not a Party to it and accordingly the provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded.

15.10. The Agreement shall be governed by the laws of England and Wales and the Parties agree to submit to the exclusive jurisdiction of the English Courts.

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