

SEMPRE STANDARD TERMS AND CONDITIONS

AGREED TERMS

1. INTERPRETATION

In these terms, the following words shall have their respective meanings:

Sempre: SEMPRE ANALYTICS LIMITED, a company registered in England with Company Number 07765434, having its registered office at Oriel House, 26 The Quadrant, Richmond, Surrey, TW9 1DL, UK.

Customer: the party named on the attached Agreement.

Agreement: this document, together with the applicable attached Sempre Analytics Software Licence Agreement, Sempre Analytics Subscription Agreement, Sempre Analytics Renewal Agreement, Sempre Analytics Solution Agreement and/or Sempre Analytics Statement of Work (the "**Commercial Agreement**"), and all exhibits, addenda, and other documents referenced thereunder.

Commercial Agreement: the applicable "Sempre Analytics Software Licence Agreement", "Sempre Analytics Subscription Agreement", "Sempre Analytics Renewal Agreement", "Sempre Analytics Solution Agreement", "Sempre Analytics Statement of Work" or any other set of written commercial terms agreed by the parties as part of this Agreement.

Confidential Information: all confidential and proprietary information of either party that is designated as confidential or that reasonably should be understood to be confidential, including the terms of the Agreement (including commercial and other terms reflected in all Agreements hereunder) and Customer Materials.

Customer Materials: any electronic data or materials including personal data owned by Customer or its licensor(s) and provided or submitted by Customer to Sempre for processing, and the outputs and modifications to that data obtained from such processing.

Documentation: any written materials, documents or graphic files provided by Sempre to Customer hereunder in relation to use of the Services, Software or Solution.

First-Line Support Services: the initial handling of any initial email, postal or telephonic or other form of query received from Customer (or other authorised party) in the following manner and to the following extent:

- (a) answering the query and establishing whether it is of a practical or technical nature;
- (b) where such query is of a practical nature, using reasonable endeavours to resolve such query;
- (c) where such query is of a technical nature, notifying Customer of an attempted resolution.

Force Majeure: an event or sequence of events beyond the parties' reasonable control preventing it from performing its obligations under the Agreement including an act of God, fire, flood, lightning, earthquake or other natural disaster; war, riot or civil unrest; interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service.

Intellectual Property Rights: any rights, copyright (including without limitation copyright, rights in computer software, and all algorithms, methods and protocols), design right, patents, designs, registered designs, trademarks, service marks (or an application for any of these), trade secrets, know how, database rights, moral rights, confidential information, trade or business names, domain names, and any other rights of a similar nature including industrial and proprietary rights and other similar protected rights in any country and any licences under or in respect of such rights.

Licence: the licence granted by Sempre in Clause 2.1 for use by Customer of the Software as further described in the applicable Commercial Agreement (in each case pursuant to the relevant head licence granted by Vendor to Sempre).

Services: the agreed consulting, training, support, education, and other services provided to Customer by Sempre.

Software: the software (in object form) provided by Sempre to Customer hereunder pursuant to Sempre's reseller arrangements with the Vendor(s), and all updates, versions, enhancements and modifications made thereto during the Term, as further described in the applicable Commercial Agreement.

Solution: the Software together with all other software, technology and hardware owned and/or controlled by Sempre and used in the supply of the Services as further described in the Agreement.

Territory: the world.

Vendor: the relevant provider of Software to Sempre for onward licensing to Customer.

2. THE SOFTWARE LICENCE

- 2.1 Sempre grants to Customer a non-exclusive, non-transferable and non-sublicensable licence, for the Term in the Territory, to use the Software or Solution for Customer's own internal business purposes in accordance with the terms hereunder ("**Licence**"). Such Licence includes only the right to load, store, transmit, execute and make a single back-up copy of the Software, solely for the processing of Customer's own data, and to use the user manuals and documentation provided to Customer hereunder, in each case subject to any limitations detailed in the applicable Commercial Agreement.
- 2.2 Customer acknowledges and agrees that the duration of the Licence is as detailed in the applicable Commercial Agreement and shall not survive the Term.
- 2.3 The installation, integration and acceptance process for the Solution is detailed in the applicable Commercial Agreement. Sempre shall deliver the Software to Customer and Customer shall, at its own cost, promptly test the Software and, as soon as practicable thereafter, confirm in writing that the installation and integration process has been successfully completed. If no response is received within ten (10) days of such delivery to Customer, acceptance thereof shall be deemed.
- 2.4 For the avoidance of doubt, Customer shall not use the Software to provide commercial services to any third party or to sublicense, rent, or lease the Software (or any part thereof) in any way or to reverse assemble, compile, translate, or engineer the Software (or any part thereof), save as permitted by applicable law or expressly approved in writing by Sempre.
- 2.5 Customer undertakes not to (and shall procure that authorised users shall not): (a) use the Software for any purpose not expressly approved by Sempre, or for any unlawful, immoral or offensive purpose, or for any purpose which infringes a third party's rights, or use the Software to communicate any material which is obscene, defamatory, offensive, abusive, unlawful, in breach of a third party's rights or otherwise reasonably unacceptable to Sempre; (b) alter or remove any markings on any aspect of the Software or Documentation or other content or materials provided by Sempre; or (c) attempt to copy, reverse engineer, decompile or in any way modify or adapt the Software.
- 2.6 Customer (and each authorised user) is responsible for: (i) having in place all systems and communications services necessary for use of the Software as detailed in the Documentation, which must meet any minimum requirements specified therein; and (ii) taking such steps as may be necessary to back-up and protect Customer Materials and other data created or stored

by or with the aid of the Software, and to prevent any of Customer's (or authorised users') systems being affected by viruses or other harmful components.

- 2.7 Customer acknowledges and agrees that Sempre may temporarily suspend Customer's use of the Software at any time so as to remedy technical problems, make minor technical changes or update the Software, for any reason (including without limitation changes in applicable law) provided Sempre shall use reasonable endeavours to ensure that any such changes do not materially adversely affect Customer's Licensed use of the Software.
- 2.8 Where applicable, Customer shall ensure that if the Software or Solution (and/or any related product thereof) is exported or re-exported, it shall be solely in compliance with all applicable law and subject to Sempre's prior written approval. Customer agrees and undertakes that it shall not remarket or resell the Services to any third party or otherwise
- 2.9 Customer accepts and agrees that Customer is solely responsible for ensuring that it (and each of its users): (a) installs (and timely upgrades) the relevant operation system and all supporting software as notified by Sempre to Customer in writing from time to time; (b) provides hardware for each new installation that meets the minimum specifications for the target software components; (c) facilitates direct access to the new target hardware with suitable root access to conduct the installations (remotely or on site); and (d) (save for those granted hereunder) provides all licences necessary for Sempre to carry out its duties under this Agreement.

3 THE SERVICES

- 3.1 Sempre shall, develop and deliver the Services and the Solution in accordance with the Agreement.
- 3.2 In event of any conflict between these terms and the terms of the applicable Commercial agreement, the terms of the applicable Commercial Agreement shall prevail.
- 3.3 Sempre shall provide First Line Support Services for Software in accordance with the Agreement and Sempre's support policies as notified to Customer from time to time. Whilst Sempre shall provide reasonable support to Customer to ensure the Solution operates in accordance with the Agreement, Sempre reserves the right to make reasonable additional charges for any services provided which are beyond the scope of the Services. In some instances, Customer agrees and accepts that Vendor may provide support services directly to Customer in accordance with the applicable Vendor support service policies.
- 3.4 Customer shall make available (in a timely manner and at no cost to Sempre) all technical data, computer facilities, programmes, files, documentation, test data, sample output, and/or other information or resources reasonably required to perform the Services. Customer shall be responsible for any issues, problems and/or liability arising from the content, accuracy, completeness, and consistency of such data, materials and information (save to the extent caused by Sempre's defaulting act or omission). Where Customer fails to provide (or is delayed in providing) accurate and/or complete information or Customer Materials, the timings agreed hereunder shall be adjusted by such period as is reasonably necessary to account for such failure or delay.
- 3.5 Customer recognises that Sempre has no control over any Customer Materials and does not purport to monitor the accuracy or extent of Customer Materials at any time. Sempre reserves the right to refuse to include any item(s) of Customer Materials in the Solution where it reasonably suspects the presence of any unlawful or inappropriate content.
- 3.6 When applicable if Customer engages more than one supplier in the provision of design and development services related to the Services, Sempre's obligations hereunder shall be conditional upon performance of such third parties.

- 3.7 The Services shall be performed at either Customer's or Sempre's offices or other locations. To the extent reasonably required, Customer acknowledges and agrees that Sempre shall use Customer's available office space and equipment to perform the Services (at no cost). Sempre shall not be supervised by Customer but shall proceed with the Services in a professional manner appropriate for the scope of the Services. Customer may, and is hereby authorised to, record and track Sempre's access to Customer locations, data and systems for security purposes. If and when Sempre conducts Services on Customer's premises, Sempre shall comply with all Customer's relevant and reasonable health and safety requirements in relation to on-site personnel.
- 3.8 Each party shall appoint an employee to function as contact person for all communication with the other party related to the Services and shall keep such other party notified in writing at all times. Such contact person shall be responsible for monitoring the status of the Services and shall schedule regular meetings with technical and management personnel of the other party as reasonably necessary.
- 3.9 Any material change to the Services may be requested by either party by way of a written change request describing the proposed changes. No such change shall take effect until accepted by the parties in writing duly signed by authorised representatives of both Parties. Sempre retains the right to review and revise the Documentation and the Services at any time on written notice to Customer including, without limitation, where such revisions are made in order to comply with or reflect applicable law.
- 3.10 Customer undertakes to comply with all other policies and guidelines of Sempre or its licensors as notified by Sempre from time to time
- 3.11 Without prejudice to any other terms hereunder, Customer acknowledges and agrees that Sempre may change the terms of the Commercial Agreement and/or any licence granted (including without limitation rates and minimums) by giving Customer at least three (3) months' written notice and any such change shall apply) from the date specified in such notice, whether or not in the context of any renewal.

4 FEES

- 4.1 Customer shall pay to Sempre the amounts detailed in the Agreement ("**Fees**").
- 4.2 Fees shall be payable in each case within thirty (30) days of date of invoice, by electronic transfer to Sempre using payment details provided by Sempre from time to time.
- 4.3 Should Customer opt to pay by monthly direct debit and the direct debit instruction be terminated or payment refused by Customer's financial institution, Sempre reserves the right to deem such failure to receive payment as a termination (or repudiation) of the Agreement and issue an invoice for the termination notice period in the applicable Commercial Agreement, with payment thereof being due immediately.
- 4.4 All amounts are payable in pounds Sterling and are exclusive of VAT. As applicable, Customer shall promptly pay all VAT invoices tendered by Sempre. Where applicable, Customer shall pay required withholding taxes on behalf of Sempre and promptly send Sempre any certificates of payment received from taxation authorities.
- 4.5 The Fees are non-cancellable and non-refundable, and Customer shall have no right of set off in relation to any amounts payable.
- 4.6 If Customer fails to make any payment when due then, in addition to all other remedies that may be available: (a) Sempre may charge interest on the past due amount at the rate of eight percent (8%) above the then-current base rate of the Bank of England, calculated daily; and (b) Customer shall reimburse Sempre for all reasonable costs incurred by Sempre in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees.

- 4.7 If Customer cancels or postpones any confirmed booking for specific Services without providing at least fifteen (15) working days written notice prior to each confirmed day, or prior to the first day of a block of consecutive days ("**Services Start Date**"), Customer agrees that it shall pay a cancellation/postponement fee to Sempre, to be calculated as follows:
- 4.7.1 up to 5 working days before the Services Start Date: 100% of the value of the Services days cancelled or postponed;
 - 4.7.2 6-10 Working Days before the Services Start Date: 50% of the value of the Services days cancelled or postponed;
 - 4.7.3 11-15 Working Days before the Services Start Date: 25% of the value of the Services days cancelled or postponed.
- 4.8 If Customer cancels a confirmed booking for any specific Services relating to a Sempre Analytics Managed Service Subscription without providing at least fifteen (15) working days' notice, Customer acknowledges and agrees that Customer shall then forego use of any specific Services.
- 4.9 If at any time the authorised use for a Solution is exceeded or otherwise not in compliance with this Agreement, Customer shall promptly pay additional charges at Sempre's (or Vendor's) then-current prices for: i) such excess use; ii) support services in relation to such excess use for the lesser of the duration of such excess use or two years; and iii) any additional charges and other liabilities determined, including without limitation taxes, duties, and regulatory fees

5 INTELLECTUAL PROPERTY RIGHTS

- 5.1 Customer agrees and acknowledges that Sempre and its licensees own and/or control all Intellectual Property Rights in the Software, the Solution and the Services and that all such rights are licensed (not sold) to Customer hereunder, and that Customer has no rights in, or to, the same save for the usage rights granted hereunder.
- 5.2 Customer undertakes that it shall not: (i) copy the Software (or any part of it, save where such copying is for agreed back-up purposes or incidental to normal use in accordance with the Licence); nor (ii) make alterations to or modifications of the whole or any part of the Software; nor (iii) permit the Software or any part of it to be combined with, or become incorporated in, any other programmes or applications.

6 TERM, RENEWAL AND TERMINATION

- 6.1 The Agreement shall come into effect on the start date and (subject to the termination rights below) shall continue in force for the period (and shall be subject to any renewal terms) detailed in the applicable Commercial Agreement ("**Term**"). For the avoidance of doubt, Customer acknowledges and agrees that fees and rates may increase when a Commercial Agreement is renewed.
- 6.2 Either party may give notice in writing to the other party terminating this Agreement with immediate effect if:
- 6.2.1 the other party commits any material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within seven (7) days of being notified of the breach; or
 - 6.2.2 an order is made or a resolution is passed for the winding up of the other party or if an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or if such an administrator is appointed or if documents are filed with the Court for the appointment of an administrator or if notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or if a receiver is appointed of any of the other party's assets or undertaking or if circumstances arise which entitle the Court or a creditor to appoint a receiver or

manager or which entitle the Court to make a winding-up order or if the other party takes or suffers any similar or analogous action in consequence of debt; or
 6.2.3 in the event of a Force Majeure which continues for at least 30 days.

6.3 Upon termination for any reason:

6.3.1 each party shall (and Customer shall procure that its authorised users shall) promptly return all data and other materials supplied to it hereunder and delete (and procure the deletion from any relevant third-party servers of) all copies of such materials (and on request confirm the same in writing); and

6.3.2 Customer shall (and shall procure that each authorised user shall) immediately cease use of the Software and promptly destroy all copies of the Solution, and any associated documents provided by Sempre and certify in writing that they have been destroyed, and Sempre shall destroy or otherwise dispose of any Customer Materials in its possession.

6.4 Termination of this Agreement however caused shall be without prejudice to any rights or liabilities accrued at the date of termination.

7 WARRANTIES, INDEMNITIES AND LIABILITY

7.1 Save for minor defects or errors and other non-material issues arising under normal use, Sempre warrants that the Solution will operate in conformity with the details in the Agreement. If at any time during the Term the Solution does not perform in compliance with the Agreement, Customer shall immediately inform Sempre in writing and, provided Sempre can verify such nonconformity, reasonable efforts will be used to correct such deficiencies. All warranties hereunder shall not apply to defects resulting from accident, abuse, unauthorised repair, modifications, misapplication, or use of the Solution that is otherwise materially inconsistent with the Agreement.

7.2 Customer acknowledges that Sempre is not the owner of the Software. To the extent legally and contractually permitted, Sempre may pass to Customer any transferable warranties, indemnities and remedies provided to Sempre by Vendor. In any event, however, Customer accepts and agrees that Customer's exclusive remedies for any and all damages under this Agreement (including without limitation consequential, indirect or special damages) is against Sempre and not any of Sempre's subcontractors.

7.3 Sempre does not warrant uninterrupted or error-free operation of the Solution or Software or that the Vendor will correct all software defects. For the avoidance of doubt, Customer is responsible for all results obtained from use of the Solution. If any Software, Solution(s) or Services do not comply with the Agreement, Sempre shall use reasonable commercial endeavours to correct such non-conformance as soon as practicable or provide Customer with an alternative means of accomplishing the required performance. Such correction or substitution shall constitute Customer's sole and exclusive remedy for any such breach. The warranties hereunder apply only to unmodified Software and/or Solutions.

7.4 Sempre shall not be liable for any deficiency and/or non-compliance hereunder if and to the extent that Customer fails to notify Sempre in writing of the same (with reasonable details) within fourteen (14) days of such issue first arising. Customer acknowledges and agrees that any remedy, fix or repair hereunder may take up to seven working days.

7.5 Sempre warrants and represents to Customer that Sempre:

7.5.1 has full power and authority to enter into and perform this Agreement;

7.5.2 by entering this Agreement, is not in breach of any obligations to any third party;

7.5.3 shall carry out its obligations hereunder with reasonable care and skill and in accordance with generally-recognised commercial practices and standards;

7.5.4 shall comply with applicable law; and

7.5.5 owns or controls all Intellectual Property Rights in the Software to the extent necessary to grant the Licence.

- 7.6 Customer hereby warrants and represents to Sempre that Customer:
- 7.6.1 has full power and authority to enter into and perform this Agreement;
 - 7.6.2 by entering this Agreement, is not in breach of any of its ongoing express or implied obligations to any third party;
 - 7.6.3 shall act in good faith at all times in dealing with Sempre and in carrying out Customer's obligations hereunder and shall comply with all applicable law in all dealings hereunder;
 - 7.6.4 shall not represent itself as an agent of Sempre for any purpose nor pledge Sempre's credit or give any condition or warranty or make any representation on Sempre's behalf or commit Sempre to any contracts;
 - 7.6.5 shall not use any such information provided to it by Sempre or otherwise obtained in connection with this Agreement to create any software whose expression or operation is substantially similar to that of the Software nor use such information in any manner which would be restricted by any copyright subsisting in it;
 - 7.6.6 shall keep all copies of the Software secure and maintain accurate and up-to-date record of the number and locations of all copies of the Software;
 - 7.6.7 shall not allow the Software to become the subject of any charge, lien or encumbrance;
 - 7.6.8 shall (during the Term and for twelve months thereafter) refrain from launching any similar channels or offers through any competitor platforms;
 - 7.6.9 shall not, save with the prior written consent of Sempre, advertise, promote or otherwise publicly disclose Customer's use of the Software; and
 - 7.6.10 shall on reasonable request provide feedback to Sempre on the operation and performance of the Service.
- 7.7 Except as expressly provided herein, Sempre makes no warranties, conditions, guarantees or representations with respect to the subject matter hereof, including as to merchantability, satisfactory quality, fitness for a particular purpose, non-infringement or other warranties, whether express or implied, in law or in fact, oral or in writing. For the avoidance of doubt, Customer shall be liable for any costs incurred by Sempre (including without limitation Vendor non-compliance fees) for any authorised use of the Software.
- 7.8 Neither party shall be liable to the other party for any indirect, incidental, consequential, punitive or special damages arising out of or related to this Agreement including, without limitation, damages for loss of business or profits, business interruption or loss of business information or data, even if such party has been advised of the possibility of such damages. In no event shall Sempre have any liability to Customer under this Agreement with respect to any claim which is based on, or to damages arising in relation to, the use of the Services other than as authorised and directed by Sempre. The aggregate liability of Sempre to Customer under or in connection with this Agreement (whether in contract, tort or howsoever arising) shall not exceed the amounts actually received by Sempre from Customer under the Agreement in the twelve-month period prior to the time the cause of action arises.
- 7.9 Each party shall indemnify the other party against any and all liabilities, damages, awards, settlements, losses, claims and expenses, including reasonable legal fees, relating to or arising out of a breach by the indemnifying party of any of its representations, warranties, covenants and obligations hereunder.
- 7.10 Sempre shall indemnify Customer against any claims, legal actions, losses, and other expenses to the extent caused by a claim that the Solution (as used within the scope of the applicable Commercial Agreement) infringes or violates any Intellectual Property Right of any third party ("**Claim**") on the condition that the Customer notifies Sempre promptly of the Claim and gives Sempre sole control of the defence and negotiations for its settlement or compromise. If any bona fide Claim prohibits the Customer from use of a Solution, or if at any time Sempre is of the opinion that any Solution is likely to become the subject of a Claim, Sempre shall use its reasonable commercial efforts to: (i) obtain for the Customer the right to use the Solution, or (ii) replace or modify such Solution so that it is no longer subject to a Claim but performs the same functions in an equivalent manner. Sempre shall have no liability for any Claim based on use or other than a prevailing release of the Vendor software (if the Claim could have been avoided by that release), or any use or modification of Vendor software outside the terms of this licence or not approved by Sempre.

8 DATA PROTECTION

- 8.1 Each party undertakes to comply at all times with applicable Data Protection Law.
- 8.2 Sempre shall, subject to applicable law, use reasonable endeavours to:
 - 8.2.1 ensure the security of processing Customer Personal Data;
 - 8.2.2 take technical, organisational and security measures against unauthorised access to or unauthorised alteration, disclosure, destruction, or loss of Personal Data;
 - 8.2.3 take reasonable steps to ensure that all Sempre personal are aware of and are suitably trained in such technical, organisational and security measures;
 - 8.2.4 maintain the security and integrity of the Personal Data, and
 - 8.2.5 upon becoming aware of or reasonably suspecting a breach of Personal Data related to the Customer, notify Customer without undue delay.

9 CONFIDENTIALITY AND NON-SOLICITATION

- 9.1 Each party agrees and undertakes that, during the Term and for five (5) years thereafter, it will keep confidential and will not use for its own purposes nor without the prior written consent of the other party disclose to any third party all Confidential Information which may become known to that party from the other party, unless the information is public knowledge or already known to that 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 that party from a third party.
- 9.2 To the extent necessary to implement the provisions of this Agreement each party may disclose Confidential Information of the other party to those of its employees and professional advisors and contractors as may be reasonably necessary for performance hereunder provided that before any such disclosure each party shall make those employees and professional advisors aware of its obligations of confidentiality under this Agreement and shall at all times procure compliance by those employees with them.
- 9.3 Customer accepts and agrees that Sempre may use Customer's name and logo on marketing collateral, on Sempre's website, in presentations, and any related marketing pages and materials. On reasonable request, Customer agrees to participate in: (a) Case Studies (Customer will work with Sempre to create one or more case studies describing cooperations); (b) Press Releases (following completed implementation of a project, Sempre may issue a press release to announce Customer's choice and success); and (c) Reference Calls (Customer shall provide reasonable references)

10 AUDIT AND INSPECTION

- 10.1 During the Term and for twelve (12) months thereafter, Customer shall grant access during normal business hours to Customer's premises (including without limitation computer areas), systems, data and staff, for the purpose of audit by Sempre as necessary and to the extent required for the purposes of confirming Customer's compliance with this Agreement. Such rights shall be subject to the confidentiality obligations hereunder.
- 10.2 Customer shall maintain full and accurate records of all copies of the Software received, distributed or otherwise held in its possession or control and the identity of all end users and locations of use. Upon reasonable notice, Sempre may enter Customer's premises during normal business hours for the purpose of examining and/or taking copies of all relevant books, records, and computers to verify Customer's compliance with this Agreement.

11 GENERAL

- 11.1 This Agreement constitutes the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, negotiations and discussions between the parties relating to it. Customer agrees that, by entering into this

Agreement, Customer did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out herein and that Customer shall have no remedy in respect of any such representations and Sempre shall have no liability in any circumstances otherwise than in accordance with the express terms of this Agreement.

- 11.2 Save as expressly provided in this Agreement, no amendment or variation of this Agreement shall be effective unless in writing and signed by a duly authorised representative of each of the parties to it.
- 11.3 For a period ending twelve (12) months after the completion of any Services neither party will directly or indirectly, solicit, or induce away from the other any employee or sub-contractor of the other who has provided or been in receipt of those Professional Services. This will not apply with respects to individuals that respond to general solicitations (e.g. advertisements or internet job postings) which were not directly targeting such resources.
- 11.4 This Agreement shall be binding upon and inure to the benefit of the parties, their respective personal representatives, and permitted successors and assigns. Customer may not assign or otherwise transfer any of its rights or delegate any of its duties under this Agreement without the prior written consent of Sempre.
- 11.5 The failure of a party to exercise or enforce any right under this Agreement shall not be deemed to be a waiver of that right nor operate to bar the exercise or enforcement of it at any time or times thereafter.
- 11.6 If any provision or term of this Agreement, not being of a fundamental nature, is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of this Agreement will not be affected. If any part of this Agreement becomes invalid, illegal or unenforceable the parties shall in such an event negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for such provision which as nearly as possible validly gives effect to their intentions as expressed in this Agreement.
- 11.7 Any notice required to be given pursuant to this Agreement shall be in writing and shall be given by delivering the notice by email, by hand at, or by sending the same by prepaid first class post (airmail if to an address outside the country of posting) to, the address of the relevant party set out in this Agreement or such other address as either party notifies to the other from time to time. Any notice given according to the above procedure shall be deemed to have been given at the time of delivery (if delivered by hand) and when received (if sent by email or post).
- 11.8 There is no joint venture, partnership, agency or fiduciary relationship existing between the parties and the parties do not intend to create any such relationship by this Agreement. Each party will be and will act as an independent contractor and not as an agent or partner of, or joint venture with, the other party for any purpose related to the Agreement or the transactions contemplated by the Agreement, and neither party by virtue of these terms will have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party.
- 11.9 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 11.10 This Agreement shall be governed by and construed in accordance with English law, and each party hereby irrevocably submits to the jurisdiction of the English Courts.