

4C License - Terms and Conditions

1. Introduction

These 4C License - Terms and Conditions v. 2.7 (UK), (the “**License Terms**”), shall apply when attached to or referred to from an Agreement (as defined below), entered into between 4C and Customer, as such Parties are defined in the Agreement. These License Terms, as they may be updated in accordance with Section 25, shall be incorporated and form an integral part of the Agreement.

4C and Customer are hereafter jointly referred to as the “**Parties**” and individually referred to as a “**Party**”.

2. Definitions

In these License Terms, the following capitalised terms shall have the meanings set out below. Capitalised terms not defined herein shall have the meaning given to them in the Agreement.

Agreement	means the Order Form including all attachments.
Annual Fee	means the fee paid every 12 months specified in the Order Form.
Confidential Information	means any information, whether or not marked or described as confidential, that is disclosed by one Party (“ Discloser ”) to the other Party (“ Recipient ”) and that at the time of disclosure should have been understood by the Recipient to be confidential, including (but not limited to) Customer Data, deliverables, deliverable software components, source code, commercial and other business secrets and the contractual terms of the Discloser or third parties. Notwithstanding the foregoing, Confidential Information does not include information that (i) is in Recipient’s possession at the time of disclosure; (ii) is independently developed by Recipient without use or reference to Confidential Information; (iii) is or becomes known publicly, other than as a result of Recipient’s improper action or inaction; or (iv) is approved for release in writing by Discloser.
Connection Point	means the physical connection point (e.g. a network access point) specified by 4C (e.g. in the Software Documentation) where the Software is connected to a general electronic communications network if 4C is providing Hosting Services.
Consultancy Services	means implementation, configuration, education/training services, Development Services and other professional services, both technical and non-technical, performed or delivered by 4C under this Agreement but excluding the Software and the Support Services.
Customer Data	means all data that the Customer owns and a) if 4C is providing Hosting Services, is uploaded to, processed or stored within the Software (including AI related input and output) either by Customer or by 4C in accordance with Customer’s instructions, as well as all data transmitted from the Software at Customer’s initiative or generated by the Software as a result of Customer’s use of the Software, and b) 4C processes when providing Support Services or Consultancy Services.
Development Service	means a new functionality, feature, component or service which is requested by the Customer in writing and agreed by 4C to be developed by 4C for implementation in the Software.
Force Majeure	means an event arising by reason of circumstances outside a Party’s reasonable control including, but not limited to, earthquakes, floods and other natural disasters, terrorism, fire, explosions, strikes, embargoes, labour disputes, acts of civil or military authority, war, a fault or failure of the internet or any public telecommunications network, power blackouts, communication line failures, acts of regulatory or governmental agencies or actions or decrees of governmental bodies.
Hosting Service	means the hosting service provided by 4C (either 4C’s internal hosting environment or external third-party hosting) as set out in the Order Form, if applicable.
Intellectual Property Rights	means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, know-how, and any 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.

Named User	means a Full Access User, a Read & Report User or a Broadcast & Survey User who has been uniquely identified by Customer in accordance with the Order Form.
OpenAPI	means 4C's open application programme interface.
Order Form	means the contractual document attached to the Agreement specifying the delivery, pricing, term etc.
Set Delivery Date	a date for delivery of a Consultancy Service that has been agreed by the Parties in writing.
Software	means the software solution provided by 4C as specified in the Order Form, including Development Services and any OpenAPI.
Software Documentation	means the User Manual, the Client-Side Requirements and the Server-Side Requirements (if applicable), as updated from time to time.
Support Agreement	means the Service Level Agreement or Service and Support Agreement, as applicable.
Support Portal	means 4C's customer-facing website, which provides access to Support Services, tools and other related documentation and information.
Support Services	means 4C's provision of Upgrades/Updates and services to resolve Support Issues in accordance with the Support Agreement.
Term	means the term of the Agreement set out in the Order Form.
User Manual	means the description of the functionality of the Software.

3. Provision of the Software

- 3.1 Under the terms and conditions of the Agreement and solely for the Customer's internal business operation, 4C grants to Customer, during the Term, a non-exclusive, non-transferable, limited and revocable (according to Section 21 and 22) right to access and use the Software, subject to the limitations set out in the Agreement. Customer shall use the Software only in accordance with applicable laws and regulations and is solely responsible for obtaining any consents, authorizations, or legal basis required for its processing of data and for its users' compliance with the Agreement.
- 3.2 4C shall give the Customer access to the Software from the Start Date set out in the Order Form a) at the Connection Point (if 4C is providing Hosting Services) or, b) by making the Software available for downloading by Customer on the Support Portal, or in any other way make the Software available for the Customer as agreed between the Parties.

4. Named Users

- 4.1 A Named User must be either an employee, an officer, a subcontractor or an agent of/to Customer. Customer must provide 4C with a list of Named Users within reasonable time from the execution of the Agreement and 4C shall set up accounts for Named Users so that they can access and use the Software from the Go Live Date.
- 4.2 Customer may replace Named Users as necessary to reflect personnel, subcontractor or agent changes, provided that the number of individuals authorized to use the Software does not exceed the maximum number of Named Users set out in the Order Form. Customer must inform 4C about any replacements before they take effect.
- 4.3 Customer may appoint one Named User as user administrator. The user administrator has the right to create and administer user accounts for other Named Users to use the Software in accordance with the Agreement.

5. Software Prohibitions

- 5.1 Except to the extent expressly permitted by the Agreement or required by applicable law on a non-excludable basis, Customer's right to access and use the Software is subject to the following prohibitions:
- a) Customer shall not sub-license or otherwise transfer in whole or in part any of the rights granted under Section 3;
 - b) Customer shall not sell, rent, display, lease, loan, publish, distribute or time-share the Software;



- c) Customer shall not reverse engineer, de-compile, translate, disassemble or otherwise attempt to derive the source code, techniques or processes, algorithms or know-how or other information of the Software;
- d) Customer shall not alter, edit or adapt Software without prior written approval from 4C;
- e) Customer shall not remove or modify any copyright notices or any other proprietary notices or legends on, in or from the Software;
- f) Customer shall not use the Software or OpenAPI for any purpose that violates applicable law or regulation, including but not limited to: (i) unlawful profiling, discrimination, or automated decision-making where prohibited; (ii) generating or disseminating malicious code; or (iii) training or developing competing machine learning models without 4C's prior written consent; or
- g) Customer shall not use automated tools, bots, or scripts to extract data or interact with the Software in a manner that circumvents normal user interfaces.

6. No Assignment of Intellectual Property Rights

- 6.1 4C and 4C's license providers are the owners of all Intellectual Property Rights to the Software, including any modifications thereof. Nothing in the Agreement shall operate to assign or transfer any Intellectual Property Rights from 4C to Customer or from Customer to 4C.
- 6.2 Customer may, during Term of the Agreement, copy and distribute the Software Documentation within Customer's organisation for internal purposes only. Customer may not disclose the Software Documentation to any third parties without prior written consent from 4C with respect to each such third party.

7. Postponed Consultancy Services

- 7.1 If Customer, for any reason other than Force Majeure, informs 4C that Customer wishes to postpone a Set Delivery Date, the following shall apply:
 - a) if Customer informs 4C within less than 30 days from the Set Delivery Date, Customer shall pay 25 % of the charge of the Consultancy Service in question;
 - b) if Customer informs 4C within less than 14 days from the Set Delivery Date, Customer shall pay 4C 50 % of the charge of the Consultancy Service in question; or
 - c) if Customer informs 4C within less than 7 days from the Set Delivery Date, Customer shall pay 4C 75 % of the charge of the Consultancy Service in question.
- 7.2 Subject to termination in accordance with the provisions of this Agreement, neither Party has the right to cancel any Consultancy Service that have not yet been delivered under the Agreement.

8. 4C's Right to Modify the Software

- 8.1 4C has the right to make non-material modifications to the Software or the way in which it is provided.

9. Customer Data and Backups

- 9.1 The Customer Data belongs to the Customer. 4C may not spread or otherwise proceed in a way that entails a risk of Customer losing control over such Customer Data. Customer hereby grants to 4C a non-exclusive licence to copy, reproduce and store the Customer Data to the extent reasonably required for the performance of 4C's obligations under the Agreement. Customer warrants that the Customer Data, when processed by 4C in accordance with the Agreement, will not infringe the Intellectual Property Rights of any third party and will not breach the provisions of any law, statute or regulation under any applicable law.
- 9.2 If 4C is providing Hosting Services, 4C shall create a back-up copy of the Customer Data at least daily and shall ensure that the latest copy is sufficient to enable 4C to restore the Software to the state it was in at the time the back-up was taken.



- 9.3 If 4C is not providing Hosting Services, Customer may create, store and maintain a reasonable number of backup copies of the Software during the Term of the Agreement. Customer is fully responsible for all data it introduces into the Software, including but not limited to adequate protection and backup, and none of 4C, its licensors or their respective affiliates shall have any obligation or liability with respect thereto. Customer shall maintain a written list of the number of copies and place of storage and ensure that any back-up copy is solely for the Customer's own benefit.
- 9.4 The Customer is responsible for the Customer Data and warrants that it has all rights, licenses and permissions that is required to provide input to the Software and guarantees that the Customer Data is not malicious or technologically harmful.
- 9.5 If 4C is hosting the Software, 4C may, after written notification, suspend, withdraw or restrict the availability of the OpenAPI if Customer's use of the OpenAPI has a negative effect on the performance of the Software.
- 9.6 The Customer is responsible for all use of output from the Software and for evaluating the accuracy and suitability of the output in relation to its use case.

10. Escrow

- 10.1 4C will maintain, at the Customer's request and expense, a complete and accurate copy of the source code with Stockholm Chamber of Commerce (the "**Escrow Agent**") for the then-current release version and, unless otherwise agreed between the Parties, update once a year, pursuant to an escrow agreement among Customer, 4C and the Escrow Agent.

11. Customer's Responsibilities

- 11.1 Customer agrees to:
- a) Follow 4C's instructions regarding use of the Software (including instructions regarding log-ins, passwords and security procedures) to protect the Software against unauthorised use;
 - b) provide information and otherwise assist 4C as reasonably necessary for 4C to carry out its obligations under the Agreement;
 - c) comply with the Software Documentation so that 4C can fulfil its obligations under the Support Agreement and otherwise under the Agreement;
 - d) provide competent and skilled personnel with appropriate expertise and experience as reasonably necessary to enable 4C to fulfil its obligation under this Agreement; and
 - e) comply with all applicable laws and regulations in connection with Customer's use of the Software.
- 11.2 If 4C is not providing Hosting Services and Customer engages a third-party hosting provider to host the Software on Customer's behalf, Customer shall be responsible for the third-party hosting provider's compliance with the terms and conditions of this Agreement. The third-party hosting provider shall be restricted to hosting the Software only on Customer's behalf and may not use the Software for any other purpose.

12. Confidentiality

- 12.1 A Recipient must:
- a) not disclose the Discloser's Confidential Information to any of Recipient's (or Recipient's affiliates') officers, employees, advisors or contractors (including subcontractors) other than on a need to know basis and only provided that such person is bound by a confidentiality undertaking no less restrictive than those of this Agreement;
 - b) not use Confidential Information for any purpose other than to fulfil its obligations under the Agreement; and
 - c) protect Discloser's Confidential Information with the same degree of care it uses to protect its own Confidential Information of similar nature and importance, but with no less than reasonable care.



- 12.2 Notwithstanding the foregoing, Recipient may disclose Confidential Information to the extent that it is legally compelled to do so by any governmental or judicial agency or by the rules of a recognized stock market, provided, however, that prior to any such disclosure, the Recipient shall:
- a) immediately notify the Discloser in writing, if not legally restricted from it;
 - b) assert the confidential nature of the Confidential Information to the agency; and
 - c) cooperate fully with the Discloser in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of the compelled disclosure and protecting its confidentiality.
- 12.3 Upon termination of the Agreement, Recipient shall, at the request of Discloser, at its own choice, either return all copies of Confidential Information to Discloser or delete all copies of Confidential Information and certify to the Discloser, in writing, the destruction thereof.
- 12.4 The provisions of this section shall continue in force for a period of 5 years following the termination of the Agreement, at the end of which period they will cease to have effect.
- 12.5 Notwithstanding the provisions in this section, 4C may refer to Customer in its marketing activities (including use of Customer's name and logo) only with Customer's prior written consent, such consent not to be unreasonably withheld or delayed.

13. Warranties

- 13.1 4C warrants to Customer that, during the Initial Term and any Renewal Term:
- a) it has the legal right and authority to provide the Software and to perform its obligations under the Agreement;
 - b) the Software will function in all material aspects as described in the User Manual and comply with the specifications set out in the Order Form; and
 - c) the Software will be provided free from viruses, spyware and other malicious software programs.

14. Warranty Limitations and Acknowledgement

- 14.1 Customer acknowledges that individual software components, each of which has its own copyright and its own applicable license conditions ("**Third Party Software**"), may be distributed, embedded, or bundled with the Software. Such Third-Party Software may only be used as integrated with the data structures of the Software and Customer is prohibited from using the Third-Party Software in any other way.
- 14.2 Customer acknowledges that complex software is never wholly free from defects, errors or bugs; and subject to the other provisions of the Agreement, 4C gives no warranty or representation that the Software will be wholly free from defects, errors and bugs. Customer also acknowledges that the Software is only designed to be compatible with the systems, networks, applications, programs, hardware or software (as applicable) specified in Software Documentation.
- 14.3 Except for the express warranties specified above in Section 13, or as required by applicable law, 4C makes no warranty, guarantee, representation or promise whatsoever. In particular, 4C gives no warranty regarding the outcome of following any instructions, advice or recommendations presented in connection with the provision of the Consultancy Services. To the maximum extent permitted by applicable law, no warranties concerning the subject matter of the Agreement will be implied into the Agreement, including implied conditions of satisfactory quality and fitness for purpose.

15. Remedies for Breach of Warranty

- 15.1 In the event of 4C's breach of the warranties provided in Section 13, 4C shall at its own choice a) fix the Software b) replace the Software with software of substantially similar functionality, or c) if such attempts do not succeed after a reasonable time, refund an amount of the Annual Fee corresponding to the remaining time of the period to which it relates.

16. 4C's Indemnification to Customer

- 16.1 4C will indemnify and defend Customer against costs and damages finally awarded against Customer by a court of competent jurisdiction or agreed to in settlement, including reasonable legal fees, court costs and



expenses resulting from any third-party claim that Customer's use of the Software results in actual or alleged patent or copyright infringement of a third party ("**Infringement Claim**").

- 16.2 4C shall have no liability whatsoever if a) the Infringement Claim is a result of Customer's use of the Software in a manner for which it was neither designed nor contemplated, b) Customer fails to accept a modification, Upgrade or Update that would have avoided the Infringement Claim, or c) the Infringement Claim arises out of use of the Software in combination with hardware or software not recommended by 4C.
- 16.3 Customer must promptly notify 4C of an Infringement Claim under this section after Customer becomes aware of it and give 4C all available information, assistance and authority to enable 4C to assume such defence. 4C will have the option, at its expense, to employ counsel (reasonably acceptable to Customer) to defend against an Infringement Claim (including appeals) and to settle or otherwise dispose of the claim, provided that no settlement admitting liability of or imposing any obligations upon Customer may be affected without the prior written consent of Customer. Customer may not settle or compromise any Infringement Claim without the prior written consent of 4C.
- 16.4 If the Software becomes, or proven be likely to become, the subject of an Infringement Claim, 4C will, at its own option and expense either a) secure for Customer the right to continue using the Software, b) replace or modify the Software so that it is non-infringing, or c) terminate the Agreement with respect to the affected functionality and pro-rata refund an amount of the Annual Fee corresponding to the remaining time of the period to which it relates.

17. Customer's Indemnification to 4C

- 17.1 Customer will indemnify, defend and hold 4C harmless from all losses, damages, liabilities and expenses (including reasonable legal fees, court costs and settlements) resulting from any action or claim arising out of:
- a) any allegation that Customer Data infringes third party rights or otherwise violates any applicable laws; or
 - b) Customer's breach of contract.

18. Limitation of Liability

- 18.1 Neither Party shall be liable to the other Party in respect of a) any loss of profits or anticipated savings, b) any loss of revenue or income, c) any loss of use or production, d) any loss of contracts or opportunities, e) loss of reputation or goodwill, f) loss of data (unless due to 4C's negligence or breach of contract), or g) any other special, indirect or consequential loss or damage.
- 18.2 Neither Party's liability arising out of or in connection to the Agreement, including liability for any indemnities given under the Agreement, shall exceed the lower of a) the Annual Fee of the same year as the loss occurs, or b) £ 1,000,000.
- 18.3 Notwithstanding the foregoing, nothing in the Agreement shall a) limit or exclude any liability for death or personal injury resulting from negligence, b) limit or exclude any liability for gross negligence, fraud or fraudulent misrepresentation, or c) limit or exclude any liabilities in any way that is not permitted under applicable law.
- 18.4 The Customer agrees that 4C does not take any responsibility for Third-Party software that includes Artificial Intelligence ("**AI**") as part of 4C's service offering or if the Customer integrates with other Third-Party software not provided by 4C (for example, through an application programming interface (API)). The Customer is solely responsible for the use of such Third-Party software that includes AI and for any data loss or other losses that may arise as a result of using such Third-Party software.
- 18.5 4C shall not be liable for any damage or loss arising from the Customer's integration to 4C's OpenAPI or any Third-party software accessed through the OpenAPI. The OpenAPI is provided on an "as-is" and "as available" basis and without any warranty or representation for quality, quantity, completeness, accuracy, availability, error-free and fitness for any particular purpose. 4C does not make any representations or warranties concerning the results from the use of the OpenAPI.

19. Force Majeure



- 19.1 Neither Party shall be liable to the other Party for delay or failure in performance of any of its obligations under the Agreement as a result of Force Majeure. Where there is an event of Force Majeure, the Party prevented from or delayed in performing its obligations under the Agreement must immediately notify the other Party giving full particulars of and the reasons for the event of Force Majeure preventing that Party from, or delaying that Party in, performing its obligations under the Agreement. The Party that is prevented or delayed from performing its obligations due to Force Majeure must use its reasonable efforts to mitigate the effect of the event upon its performance or fulfilment of its obligations under the Agreement.
- 19.2 Each Party may terminate the Agreement, immediately upon written notice to the other Party, if a Force Majeure event continues substantially uninterrupted for a period of 60 days or more.

20. Payments

- 20.1 Customer must pay each invoice within 30 days following the issue of an invoice.
- 20.2 If Customer does not pay an amount due to 4C under the Agreement, Customer shall pay interest on the overdue amount at the rate of 5 percent per annum above the Bank of England base rate from time to time, which will accrue daily until the date of actual payment and be compounded at the end of each named calendar month.
- 20.3 After the Initial Term and after any subsequent Renewal Term, 4C has the right to increase the Annual Fee by no more than 4 %, provided that 4C gives at least 90 days' notice before the start of the first Renewal Term to which the increase applies.
- 20.4 If Customer request a Development Service, an additional fee of 20 % of the total invoiced amount for the Development Service will be added to the Annual Fee. Such additional charge will be made on the basis of a previously agreed costs quotation.

21. Suspension of the Software

- 21.1 If 4C is providing Hosting Services for the Software, 4C has the right to temporarily suspend Customer's access to the Software if:
- a) Customer fails to make a payment under the Agreement that has fallen due;
 - b) 4C detects a risk that Customer's use of the Software may harm the Software or 4C's systems in general;
 - c) 4C detects a security risk or threat to the Software or 4C's systems in general; or
 - d) 4C reasonably suspects that Customer is using the Software in breach of the terms of this Agreement or in violation of applicable laws.
- 21.2 Prior to suspending the Software, 4C shall endeavour to notify Customer of its decision to suspend the Software and, in 4C's reasonable discretion, allow Customer to cure the cause of the suspension.

22. Termination

- 22.1 Either Party may terminate the Agreement:
- a) on 30 days' written notice in the event of a material breach by the other Party, unless the breaching Party cures such breach before the effective date of termination; or
 - b) immediately by giving written notice of termination if (i) an order is made or a resolution is passed for the winding up of the other Party, (ii) an order is made for the appointment of an administrator, administrative receiver, liquidator, receiver or similar over the assets of the other Party, or (iii) the other Party is unable to pay its debts as and when they fall due or otherwise becomes insolvent under applicable law.
- 22.2 4C may, without prejudice to any other remedies that 4C may have, terminate the Agreement immediately by written notice if Customer breaches Sections 3 (Provision of Software) or 5 (Software prohibitions).

23. Effects of Termination



- 23.1 Upon the termination of the Agreement for any reason, all of the provisions of the Agreement shall cease to have effect, save that the following provisions of the Agreement shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Sections 6, 12, 14, 17, 18, 23 and 31 of these License Terms. Except to the extent that the Agreement expressly provides otherwise, the termination of the Agreement shall not affect the accrued rights of either Party.
- 23.2 In the event that Customer terminates the Agreement based on 4C's material breach, 4C shall refund Customer an amount of the Annual Fee corresponding to the remaining time of the period to which it relates.
- 23.3 Customer must, as a result of termination of the Agreement, immediately cease using the Software and within reasonable time following termination, if applicable, irrevocably delete from all computer systems in its control and destroy or return all copies of the Software and upon 4C's request provide written confirmation that Customer has complied with the requirements of this section.

24. 4C's Right to Audit Customer's use of the Software

- 24.1 During the Term of the Agreement, and one year after termination of the Agreement, 4C or its third-party auditor may audit Customer's use of the Software on seven days' prior written notice. Customer shall cooperate with the audit by providing access to any books, computers, records or other information that relate or may relate to Customer's use of the Software. Audits will be conducted during normal business hours, and 4C will use commercially reasonable efforts to minimize the disruption of Customer's normal business activities. If 4C discovers unauthorised use of the Software or a violation of the prohibitions set out in these License Terms, Customer shall reimburse 4C for the reasonable cost of the audit, in addition to such other rights and remedies as 4C may have.

25. Amendments

- 25.1 Any amendments to the Agreement must be made in writing and be signed by authorized representatives of both Parties. Such amendments shall have precedence over the Agreement and its appendices.
- 25.2 The Customer may, by providing written notice to 4C, request the following:
- a) if 4C is providing Hosting Services, that 4C shall discontinue the Hosting Service and initiate a transfer to the Customer or a third party designated by the Customer. This is contingent upon the Parties agreeing to reasonable compensation and making necessary adjustments of the Annual Fee and terms due to such transfer.
 - b) if 4C is not providing Hosting Services, that 4C shall commence providing Hosting Services for the Software. This is contingent upon the Parties agreeing to reasonable compensation and making necessary adjustments of the Annual Fee and terms due to such transfer.

26. No Waiver

- 26.1 Neither Party will be deemed to have waived any of its rights under the Agreement by lapse of time or by any statement or representation other than by an authorised representative in an explicit written waiver. No waiver of a breach of the Agreement will constitute a waiver of any other breach of the Agreement.

27. Severability

- 27.1 If any provision or part-provision of the Agreement is determined by any court or other competent authority to be unlawful or unenforceable, the other provisions of the Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if modified, the Parties shall negotiate in good faith to amend such provision so that, as modified, it is valid, legal and enforceable, and the greatest extent possible, achieves the Parties' original commercial intent.

28. Third Party Rights

- 28.1 The Agreement is made for the benefit of the Parties, and is not intended to benefit any third party or be enforceable by any third party. This clause does not affect any right or remedy of any person which exists or is available apart from the UK Contracts (Rights of Third Parties) Act 1999.

29. Notices

- 29.1 Any notice from one Party to the other Party under the Agreement must be given to the contact person set out in the Order Form or otherwise agreed by one of the following methods:
- a) delivered personally or sent by courier, in which case notice shall be deemed to be received upon receipt;
 - b) sent by letter signed for registration, in which notice shall be deemed to be received five days following posting; or
 - c) sent by email, in which case notice shall be deemed to be received when the email is received by recipient's server, provided that, if the recipient is 4C, the email address info@4cstrategies.com is cc:d, and in other cases when the recipient has read the e-mail.

30. Assignment

- 30.1 Neither Party may assign, transfer, license or otherwise deal or dispose of any contractual rights or obligations under the Agreement without the prior written consent of the other Party.
- 30.2 Notwithstanding the foregoing, 4C may assign the Agreement to its affiliates and either Party may assign the Agreement to the surviving party in a merger of that Party into another entity or in an acquisition of all or substantially all that Party's assets, provided that the assignee agrees in writing to be bound by all the assigning Party's rights and obligations set forth in the Agreement.

31. Governing Law and Dispute Resolution

- 31.1 The Agreement and all non-contractual liabilities arising out of or in connection with it shall be governed by the substantive law of England.
- 31.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by London Court of Arbitration ("LCIA") Rules, which Rules are deemed to be incorporated by reference into this clause.
- 31.3 The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London, United Kingdom. The language to be used in the arbitral proceedings shall be English.
- 31.4 Each Party shall keep the arbitration proceedings and all that is dealt with in connection therewith strictly confidential. This confidentiality undertaking shall also concern all information submitted in the arbitration proceeding as well as any decision by the arbitration tribunal. Neither Party may disclose any confidential information according to this section to any third-party without the prior written approval of the other Party unless this is necessary for a Party to preserve its rights for the arbitration proceedings or a Party is obliged to disclose such information according to law, mandatory regulation or an order by authority or the Party's stock exchange contract.