

SUBSCRIPTION AGREEMENT for the Services set out in the Order Form provided by TRL SOFTWARE

This Subscription Agreement governs use of the Software and the Services (as defined below). By signing the Order Form you agree to the terms and conditions of this Subscription Agreement. If you do not agree to the terms and conditions of the Subscription Agreement, you should not sign the Order Form or use the Services.

1. Definitions

Agreement: this Subscription Agreement, together with each Order Form which is accepted by TRL SOFTWARE and is signed by the Customer.

Authorised Users: those employees, agents and independent contractors of the Customer (as identified and, where applicable, restricted on the Order Form) who are authorised by the Customer to use the Services and the Documentation, limited to the number detailed in the Subscription and Services section of the Order Form.

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

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

Confidential Information: information that is proprietary or confidential and is: (i) clearly labelled as such; (ii) or identified as Confidential Information in clause 10.6 or clause 10.7; or (iii) information that a prudent business person would deem to be confidential.

Customer: the company, corporation or other body corporate (wherever and however incorporated or established) or organisation named in the Order Form.

Customer Data: the data inputted by the Customer, or its Authorised Users, or TRL SOFTWARE on the Customer's behalf, into the Software or otherwise provided by the Customer or its Authorised Users for the purpose of using the Services or facilitating the Customer's use of the Services.

Data Security and Retention Policy: TRL SOFTWARE's policy for the security of data and back-up and retention policy in relation to the Services can be made available on request and as may be revised from time to time.

Documentation: any document made available to the Customer by TRL SOFTWARE.

Effective Date: the date entered into the Order Form.

Hosting Provider: the third party provider chosen by TRL SOFTWARE to host the Services.

Initial Subscription Term: the initial term of this Agreement as set out in the Order Form.

Internal Business Operations: as defined in the Order Form.

New Product: any new version of Software which may from time to time be publicly marketed and offered for purchase by TRL SOFTWARE in the course of normal business, being a version which contains significant differences from the previous versions to be generally accepted in the marketplace as constituting a new product.

Normal Business Hours: 9.00 am to 5.00 pm local UK time, each Business Day.

Order Form: means the document prepared by TRL SOFTWARE specifying, without limitation, the scope of the Services and the Initial Subscription Term and which is entered into between the Customer and TRL SOFTWARE pursuant to, and incorporating the terms of this Agreement. By signing the Order Form the Customer agrees to be bound by the terms of this Agreement.

Performance Issue: means: (i) any reduction in functionality of the Software; (ii) any defect in the Software which has an adverse effect on its use or operation; and/or (iii) any condition in the Software which does not meet the Documentation and/or the reasonable end-user expectations for the Software including, an error in coding or logic that causes the Software to malfunction or produce incorrect/unexpected results.

Permitted Purpose: as set out in the Order Form (where applicable).

Renewal Period: the period described in clause 13.1.

Services: the services provided by TRL SOFTWARE to the Customer under this Agreement including though not limited to access to the Software, setup and configuration, data migration, training, additional support and consultancy services, and the Standard Support as more particularly described in the Order Form and the Documentation.

Software: the online software applications and any locally installed applications provided by TRL SOFTWARE as part of the Services and in each case “Software” shall include any update to that Software released by TRL SOFTWARE during the term of the Agreement that corrects faults, adds functionality or otherwise amends or upgrades the Software but which does not constitute a New Product.

Software Product Support Policy: TRL SOFTWARE’s policy for providing Standard Support in relation to the Services as made available on request and as may be revised from time to time.

Special Conditions: additional terms and conditions governing use of the Services as specified in the Order Form which vary, or apply (in addition to the terms and conditions specified in this Agreement).

Standard Support: the standard support provided to the Customer as more particularly described in the Software Product Support Policy and which, for the avoidance of doubt, is included in the Subscription Fee.

Subscription and Services Fees: the fees payable by the Customer to TRL SOFTWARE for the Subscription and Services as set out in the Order Form.

Subscription Term: has the meaning given in clause 13.1 (being the Initial Subscription Term together with any subsequent Renewal Periods).

Third Party Software: any third-party software used to deliver the Services.

Third Party Additional Terms: any additional terms and conditions relating to the Third-Party Software.

TRL SOFTWARE: TRL Software Limited (company number 11099346) a company registered in England and Wales whose registered office is at Unit 19 The Business Centre, Molly Millars Lane, Wokingham, RG41 2QY, UK.

Unavailability: when the Services cannot be accessed (in whole or in part) by the Customer and/or an Authorised User.

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging,

altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

Website: the web address specified on the Order Form or any other website notified to the Customer by TRL SOFTWARE from time to time.

- 1.1 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.2 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.3 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to a statute or statutory provision is a reference to it as it as amended, extended or re-enacted from time to time.
- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision.
- 1.8 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. Subscription

- 2.1 Subject to:
 - (a) the Customer purchasing the Services in accordance with clause **Error! Reference source not found.** and clause 8.1;
 - (b) the Customer complying with the restrictions set out in this clause 2;
 - (c) the Customer complying with the Special Conditions;
 - (d) the Customer complying with the other terms and conditions of this Agreement,

TRL SOFTWARE hereby grants to the Customer a non-exclusive, non-transferable right to permit the Authorised Users to use the Services and the Documentation during the Subscription Term solely for the Customer's Internal Business Operations and for the Permitted Purpose. The licence granted pursuant to this clause 2.1, shall **not** permit the Customer the right to grant sub-licences, unless TRL SOFTWARE has given written consent to sub-contracting pursuant to clause 21.1,

- 2.2 The Customer accepts responsibility for the selection of the Software to achieve its intended results and acknowledges that the Software has not been developed to meet the individual requirements of the Customer.
- 2.3 In relation to scope of use referenced in clause 2.1, the Customer has no right (and shall not permit an Authorised User or third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to any Software in whole or in part, except to the extent permitted by law and/or as expressly provided in this Agreement.
- 2.4 In relation to the Authorised Users, the Customer undertakes that:
- (a) the maximum number of Authorised Users that it authorises to access and use the Services and the Documentation shall not exceed the number of Authorised Users it has purchased pursuant to this Agreement as more particularly detailed in the Order Form;
 - (b) it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services and/or Documentation;
 - (c) each Authorised User shall keep a secure password for his use of the Services and Documentation and that each Authorised User shall keep his password confidential;
 - (d) without prejudice to the generality of the foregoing, it shall not allow or suffer any Authorised User to share his/her user credentials (password and user name) with any other person save as expressly permitted by this Agreement;
 - (e) it shall maintain a written, up to date list of current Authorised Users and shall provide such list to TRL SOFTWARE within 5 Business Days of TRL SOFTWARE's written request at any time or times;
 - (f) it will notify TRL SOFTWARE as soon as it becomes aware of any unauthorised use of the Software by any person;
 - (g) it shall permit TRL SOFTWARE to audit the Services in order to establish the name and password of each Authorised User. Such audit may be conducted no more than once per quarter, at TRL SOFTWARE's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business;
 - (h) if any of the audits referred to in clause 2.4(g) reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to TRL SOFTWARE's other rights, the Customer shall promptly disable such passwords and TRL SOFTWARE shall not issue any new passwords to any such individual; and
 - (i) if any of the audits referred to in clause 2.4(g) reveal that the Customer has underpaid its Subscription Fee to TRL SOFTWARE, then without prejudice to TRL SOFTWARE's other rights, the Customer shall pay to TRL SOFTWARE an amount equal to such underpayment as calculated in accordance with TRL SOFTWARE's prices for the Services applicable at the time within 10 Business Days of the date of the relevant audit.
- 2.5 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:

- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- (b) facilitates illegal activity;
- (c) depicts sexually explicit images;
- (d) promotes unlawful violence;
- (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- (f) is otherwise illegal or causes damage or injury to any person or property;

and TRL SOFTWARE reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

2.6 TRL SOFTWARE shall provide the Customer with automatic updates to the Software that are generally made available to all its customers. TRL SOFTWARE warrants that any such update will not adversely affect the then existing facilities or functions of the Software.

2.7 The Customer shall not:

- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Agreement:
 - (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or
 - (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
- (b) access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or
- (c) use the Services and/or Documentation to provide services to third parties; or
- (d) use the Services and/or Documentation other than for the Permitted Purpose; or
- (e) provide processing services, commercial timesharing, rental, sharing arrangements with regards to the Services;
- (f) subject to clause 21.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users, or
- (g) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 2; and

2.8 The Third-Party Software shall be deemed to be incorporated within the Software for the purposes of this licence (except where expressly provided to the contrary) and use of the Third-Party Software by the Customer and its Authorised Users shall be subject to the Third-Party Additional Terms. The Customer shall indemnify and hold TRL

SOFTWARE harmless against any loss or damage which it may suffer or incur as a result of breach by the Customer or its Authorised Users of any Third-Party Additional Terms howsoever arising. TRL SOFTWARE may treat the Customer's breach of any Third-Party Additional Terms as breach of this Agreement.

- 2.9 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify TRL SOFTWARE.

3. Services

- 3.1 TRL SOFTWARE shall, during the Subscription Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of this Agreement.

- 3.2 The Software is provided on an "as is" basis. The Customer acknowledges that TRL SOFTWARE does not guarantee any particular function of the Software nor any particular outcome as a result of using the Software.

- 3.3 TRL SOFTWARE shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:

- (a) planned maintenance carried out by TRL SOFTWARE or carried out by the Hosting Provider from time to time;
- (b) unscheduled maintenance performed outside Normal Business Hours, provided that TRL SOFTWARE has used reasonable endeavours to give the Customer notice in advance. The Customer acknowledges and agrees that TRL SOFTWARE shall have complied with its obligation under this clause 3.3(b) by placing a notice on the Website to advise of unscheduled maintenance;
- (c) Unavailability or a Performance Issue caused by factors outside of TRL SOFTWARE's reasonable control. For the purpose of this clause 3.3(c), the Customer acknowledges and agrees that any Unavailability and/or a Performance Issue arising from an act or omission of the Hosting Provider in breach of its agreement with TRL SOFTWARE shall be outside the reasonable control of TRL SOFTWARE; and
- (d) Unavailability or Performance Issues resulting from:
 - (i) misuse of the Services by the Customer and/or an Authorised User (which includes any use of the Software that is not in accordance with the terms of this Agreement);
 - (ii) use of the Software with an operating system or on equipment for which it was not intended or designed or contrary to the requirements or specifications set out in the Documentation;
 - (iii) defects in any hardware, equipment or firmware where a "defect" is any failure of the hardware, equipment or firmware to meet its manufacturer specification;
 - (iv) defects in any software and/or Third Party Software (other than the Software excluding Third Party Software) where a "defect" is a condition in the software product which does not meet the software specification and/or the reasonable end-user expectations for that product;
 - (v) the use of the Software with or on any equipment or operating system not approved by TRL SOFTWARE;

- (vi) the use of the Software with or in relation to any other Software not approved by TRL SOFTWARE;
- (vii) use of the Software by anyone who has not been properly trained in accordance with the requirements of TRL SOFTWARE; or
- (viii) the Customer's internet access or related connectivity problems.

3.4 TRL SOFTWARE will, as part of the Services and at no additional cost to the Customer, provide the Customer with the standard remote configuration and Standard Support during Normal Business Hours in accordance with the Software Product Support Policy in effect at the time that the Services are provided. TRL SOFTWARE may amend the Software Product Support Policy in its sole and absolute discretion from time to time.

3.5 If TRL SOFTWARE provides Standard Support in relation to the Services due to a material defect in the Software which has an adverse effect on its use or operation and it is found that such defect arose because of any of the causes in clause 3.3(c) or 3.3(d) TRL SOFTWARE may charge the Customer for such Standard Support on a time and materials basis.

3.6 TRL SOFTWARE may in its discretion collect and analyse information about the Customer's use of the Software (excluding the collection or processing of any Confidential Information or Personal Data (as defined in clause 5.1)) and/or as described in the Privacy Policy in order to improve the features and functionality of the Software. Authorised Users are able to decline such information collection as further described in the Software.

4. Customer Data

4.1 For the purpose of this clause 4, the following terms shall have the following meanings:

Personal Data	shall be as defined in the GDPR;
Controller	shall be as defined in the GDPR;
Data Protection Particulars	means the particulars of the Processing of Personal Data to be carried out under the terms of this Agreement as detailed below; • Duration of Processing: the term of this Agreement; • Nature and purpose of Processing: Processing to provide Services to the Customer and Authorised Users; • Type of Personal Data: name, usernames, email address and contact telephone number; • Categories of Data Subject: Authorised Users;
Data Protection Law	means any law, statute, declaration, degree, directive, legislative enactment, order, ordinance, regulation or other binding restriction which relates to the protection of individuals with regards to the Processing of Personal Data to which a Party is subject, including: (i) the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003; and

	(ii) the GDPR (or in the event the GDPR is no longer directly applicable in England and Wales, all legislation enacted in England and Wales in respect of protection of Personal Data) and the Privacy and Electronic Communications (EC Directive) Regulations 2003;
Data Request	a complaint, notice or communication which relates directly or indirectly to the Processing of Personal Data under this Agreement (including requests made or notices given by data subjects (and “data subject” shall be as defined in the GDPR);
GDPR	means Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, retained in the UK under the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (SI 2019/419) and known as the UK GDPR;
Processing	shall be as defined in the GDPR and “Process” shall be construed accordingly; and
Processor	shall be as defined in the GDPR.

- 4.2 The Customer shall own all rights, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.
- 4.3 The Customer shall not, and shall procure that its Authorised Users do not, upload any Personal Data to the Software, save for that comprising an Authorised User’s log-on credentials to access the Software (in the form of a user name and password). TRL SOFTWARE shall Process any Personal Data forming part of such log-on credentials in accordance with clause 4.8. With the exception of the log-on credentials, the Customer shall ensure that all data it uploads to the Software shall be anonymised so that it is incapable of identifying a living individual (either through the data itself or when combined with other data TRL SOFTWARE hold).
- 4.4 The Customer grants TRL SOFTWARE a royalty-free, fully paid-up, non-exclusive, irrevocable, fully transferable licence in perpetuity to use and analyse the Customer Data, excluding any personal data, and to combine it with other customer data to support TRL SOFTWARE’s mission of creating clean and efficient transport that is safe, reliable and convenient for everyone. Without prejudice to the generality of the foregoing, TRL SOFTWARE shall be entitled to:
- (a) use the Customer Data to further develop the Software for the benefit of all customers;
 - (b) use the Customer Data within its public reporting in a summarised form;
- 4.5 Customer Data will be backed-up in accordance with TRL SOFTWARE’s Data Security and Retention Policy and the Hosting Provider’s back-up policy, as amended from time to time. TRL SOFTWARE shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party.
- 4.6 In the event of any loss or damage to the Customer Data, the Customer’s sole and exclusive remedy shall be for TRL SOFTWARE to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by its Hosting Provider to the extent it is restored by the Hosting Provider.

- 4.7 TRL SOFTWARE shall, in providing the Services, process data in accordance with this Agreement and its Privacy Policy relating to the privacy and security of the Customer Data available at <https://trl.co.uk/permanent-landing-pages/privacy-notice> or such other website address as may be notified to the Customer from time to time, as such document may be amended from time to time by TRL SOFTWARE in its sole discretion.
- 4.8 Where TRL SOFTWARE Processes any Personal Data on the Customer's behalf in performing its obligations under this Agreement, the parties record their intention that the Customer shall be the Controller and TRL SOFTWARE shall be a Processor. The parties envisage that the only Personal Data to be Processed by TRL SOFTWARE pursuant to this Agreement shall be the log-on credentials of each Authorised User. In any such case:
- (a) Personal Data will not be transferred or stored outside of the United Kingdom and the EEA in order to carry out the Services and TRL SOFTWARE's other obligations under this Agreement unless the Customer expressly agrees to this or the applicable standard contractual clauses have been appended to this Agreement;
 - (b) the Customer shall ensure that it has consent from each Authorised User as required by all Data Protection Law to transfer the relevant Personal Data of Authorised Users to TRL SOFTWARE so that TRL SOFTWARE may lawfully use, Process and transfer the Personal Data in accordance with this Agreement on the Customer's behalf;
 - (c) TRL SOFTWARE shall Process the Personal Data only in accordance with the documented instructions of the Customer (including the Data Protection Particulars) and the terms of this Agreement, unless required to do so by law. TRL SOFTWARE shall not Process the Personal Data for any of its own purposes. TRL SOFTWARE shall immediately inform the Customer if, in its opinion, an instruction it has received infringes Data Protection Law; and
 - (d) TRL SOFTWARE shall take all reasonable steps to ensure the reliability (pursuant to Data Protection Law) of any employees who it controls who have access to Personal Data under this Agreement and to ensure that those persons receive training in Data Protection Law, confidentiality and the security and care of Personal Data. TRL SOFTWARE shall restrict access to Personal Data to only those employees who may be required by it to assist in meeting its obligations under this Agreement.
 - (e) each party shall take appropriate technical and organisational measures to ensure an appropriate level of security for the Personal Data it Processes, to preserve the confidentiality and integrity of such Personal Data and prevent unauthorised or unlawful Processing of the Personal Data or its accidental loss, destruction or damage;
 - (f) TRL SOFTWARE shall provide reasonable assistance to the Customer to achieve compliance with its obligations under Data Protection Law (taking into account the nature of the Processing and the information available to TRL SOFTWARE) including, where requested:
 - (i) providing information to allow the Customer to complete a data protection impact assessment;
 - (ii) providing information to allow the Customer to respond to a Data Request;
 - (iii) deleting or amend any Personal Data it holds as requested by the Customer or an Authorised User (where the Personal Data relates to that Authorised User);
 - (iv) providing information relating to any breach or suspected breach of this clause 4.

- (g) TRL SOFTWARE shall notify the Customer without undue delay after becoming aware of a breach of this clause 5.
- (h) TRL SOFTWARE shall not engage a sub-processor without the written authorisation of the Customer. Where such authorisation is given, TRL SOFTWARE shall ensure that the sub-contractor's contract:
 - (i) is on terms which are substantially the same as those set out in this clause 5; and
 - (ii) provides the Customer with the equivalent rights against the sub-contractor that it has against TRL SOFTWARE under this clause 5,

For the avoidance of doubt, where:

- (iii) a general written authorisation is given by the Customer under this clause 4.8(h), TRL SOFTWARE shall notify the Customer of any addition or replacement of a sub-processor and shall give the Customer a reasonable opportunity to object to such change; and
 - (iv) the Customer gives written authorisation under this clause 4.8(h) and a sub-processor is appointed, TRL SOFTWARE shall remain liable to the Customer for the compliance of the sub-processor.
- (i) TRL SOFTWARE shall delete or return (at the option of the Customer) any Personal Data it holds pursuant to this Agreement within a reasonable period following termination of this Agreement, save for any Personal Data it is entitled to retain by law. For the avoidance of doubt, TRL SOFTWARE shall be entitled to retain statistical anonymised data under the perpetual licence granted at clause 4.4.

4.9 TRL SOFTWARE shall maintain complete and accurate records of the Processing activities it undertakes on behalf of the Customer in order to demonstrate its compliance with Data Protection Law and this Agreement ("Records"). On giving at least 10 business days notice, TRL SOFTWARE shall allow the Records to be inspected by the Customer (or its representative) or any competent authority to assess compliance with the terms of this Agreement. The Customer shall only be entitled to make copies of such Records at its cost.

5. Third party providers

The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. TRL SOFTWARE makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not TRL SOFTWARE. TRL SOFTWARE recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. TRL SOFTWARE does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

6. TRL SOFTWARE's obligations

6.1 TRL SOFTWARE undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.

- 6.2 The undertaking at clause 6.1 shall not apply to the extent of any non-conformance which is caused by:
- (a) use of the Services contrary to TRL SOFTWARE's instructions;
 - (b) a reason listed in clause 3.3(c) and/or clause 3.3(d);
 - (c) modification or alteration of the Services by any party other than TRL SOFTWARE or TRL SOFTWARE's duly authorised contractors or agents.
- 6.3 If the Services do not conform with the foregoing undertaking, TRL SOFTWARE will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 6.1. Notwithstanding the foregoing, TRL SOFTWARE and its licensors:
- (a) do not warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and
 - (b) are not responsible for any Unavailability, Performance Issue, delays, delivery failures, and/or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 6.4 This Agreement shall not prevent TRL SOFTWARE from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.
- 6.5 TRL SOFTWARE warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.

7. Customer's obligations

The Customer shall:

- (a) provide TRL SOFTWARE with:
 - (i) all necessary co-operation in relation to this Agreement; and
 - (ii) all necessary access to such information as may be required by TRL SOFTWARE;in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;
- (b) comply with all applicable laws and regulations with respect to its activities under this Agreement, including Data Protection Law;

- (c) carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, TRL SOFTWARE may adjust any agreed timetable or delivery schedule as reasonably necessary;
- (d) ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorised User's breach of this Agreement;
- (e) obtain and shall maintain all necessary licences, consents, and permissions necessary for TRL SOFTWARE, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services;
- (f) ensure that its network and systems comply with the relevant specifications provided by TRL SOFTWARE from time to time; and
- (g) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the data centres of the Hosting Provider, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

8. Charges and payment

8.1 The Customer shall pay the Subscription and Services Fees to TRL SOFTWARE for the Services in accordance with this clause 8.

8.2 The Customer shall on the Effective Date provide to TRL SOFTWARE valid, up-to-date and complete credit card details or approved purchase order information acceptable to TRL SOFTWARE and any other relevant valid, up-to-date and complete contact and billing details (where these deviate from those provided in the Order Form) and, if the Customer provides:

- (a) its credit card details to TRL SOFTWARE, the Customer hereby authorises TRL SOFTWARE to bill such credit card:
 - (i) on the Effective Date for the Subscription and Services Fees payable in respect of the Year 1 Subscription Fee payable as set out in the Order Form;
 - (ii) on the Effective Date for the Subscription and Services Fees payable in respect of the services as set out in the Order Form;
 - (iii) on the subsequent anniversary and subsequent anniversaries after the Effective Date for the Subscription Fee payable in respect of the subsequent 12 month period during the Initial Subscription Term and
 - (iv) subject to clause 13.1 and 13.2, after the Initial Subscription Term, on the first day of each Renewal Period for the Subscription Fee payable in respect of the Renewal Period that follows;
- (b) its approved purchase order information to TRL SOFTWARE, TRL SOFTWARE shall invoice the Customer:
 - (i) on the Effective Date for the Subscription and Services Fees payable in respect of the Year 1 Subscription Fee payable as set out in the Order Form;

- (ii) on the Effective Date for the Subscription and Services Fees payable in respect of the services as set out in the Order Form;
- (iii) on the subsequent anniversary and subsequent anniversaries after the Effective Date for the Subscription Fee payable in respect of the subsequent 12 month period during the Initial Subscription Term and
- (iv) subject to clause 13.1 and 13.2, after the Initial Subscription Term, on the first day of each Renewal Period for the Subscription Fee payable in respect of the Renewal Period that follows,

and the Customer shall pay each invoice within 30 days after the date of such invoice.

8.3 If TRL SOFTWARE has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of TRL SOFTWARE:

- (a) TRL SOFTWARE may, without liability to the Customer, disable the Customer's access to all or part of the Services (including all accounts of Authorised Users for the Software) and TRL SOFTWARE shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
- (b) TRL SOFTWARE will be entitled to charge the Customer interest calculated on a daily basis on all amounts not paid from the date of the invoice until the date payment is received by TRL SOFTWARE at the rate payable in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 where applicable and otherwise at the rate payable on judgment debts.

8.4 All amounts and fees stated or referred to in this Agreement:

- (a) shall be payable in pounds sterling;
- (b) are, subject to clause 12.3(b), non-cancellable and non-refundable;
- (c) are exclusive of value added tax, which shall be added to TRL SOFTWARE's invoice(s) at the appropriate rate.

8.5 If, at any time whilst using the Services, the Customer exceeds the amount of disk storage space specified in the Order Form (if applicable), TRL SOFTWARE shall inform the Customer and TRL SOFTWARE reserves the right to charge the Customer, and the Customer shall pay, TRL SOFTWARE's then current excess data storage fees. TRL SOFTWARE's current excess data storage fees as at the Effective Date are set out in the Order Form.

8.6 TRL SOFTWARE shall be entitled to increase:

- (a) the Subscription and Services Fees;
- (b) the excess storage fees payable pursuant to clause 8.5,

in each case at the start of each Renewal Period upon giving to the Customer not less than 60 days' prior notice to the Customer and the fees stated in the Order Form then in force shall be deemed to have been amended accordingly. In the event the Customer is unhappy with the proposed increase, the Customer shall be entitled to terminate the Agreement in accordance with clause 13.1.

8.7 Notwithstanding clause 8.6, the Subscription and Services Fees payable in respect of each subsequent 12 month period during the Initial Subscription Term shall automatically increase applying the percentage rate of escalation stated in the Order Form (if a rate is stated).

8.8 TRL SOFTWARE assumes no withholding tax would be withheld from any amounts or fees payable pursuant to this Agreement.

9. Proprietary rights

9.1 The Customer acknowledges and agrees that TRL SOFTWARE and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.

9.2 TRL SOFTWARE confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

10. Confidentiality and compliance with policies

10.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that:

- (a) is or becomes publicly known other than through any act or omission of the receiving party;
- (b) was in the other party's lawful possession before the disclosure;
- (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
- (d) is independently developed by the receiving party, which independent development can be shown by written evidence.

10.2 Subject to clause 10.4 and 10.7, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.

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

10.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 10.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

10.5 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

- 10.6 The Customer acknowledges that Documentation, details of the Services, and the results of any performance tests of the Services, constitute TRL SOFTWARE's Confidential Information.
- 10.7 TRL SOFTWARE acknowledges that the Customer Data is the Confidential Information of the Customer, however it is expressly acknowledged and agreed that TRL SOFTWARE shall not be held in breach of this clause 10 by using the Customer Data within public reporting as envisaged by the licence granted at clause 4.4(b).
- 10.8 The Customer agrees that TRL SOFTWARE may at any time publicly refer to the Customer as a client of TRL SOFTWARE orally and in writing in any advertising, publicity and promotional materials and may use the Customer's name and logo in relation thereto, provided that, from such use, no right shall accrue to TRL SOFTWARE in the Customer's name and logo. Save as expressly provided in this clause 10.8, no party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- 10.9 The Customer shall:
- (a) comply with all applicable laws regulations and codes relating to anti-bribery, anti-corruption, anti-slavery and human trafficking (the "**Relevant Requirements**");
 - (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 and/or sections 1, 2 or 4 of the Modern Slavery At 2015 if such activity, practice or conduct had been carried out in the UK;
 - (c) have and shall maintain in place its own policies and procedures including adequate procedures to ensure compliance with the Relevant Requirements;
 - (d) include in its contracts with its subcontractors and suppliers anti-slavery and human trafficking provisions that are at least as onerous as those in this clause 10.9;
 - (e) promptly report to TRL SOFTWARE any request or demand for any undue financial or other advantage of any kind received by the Customer in connection with the performance of this Agreement;
 - (f) immediately notify TRL SOFTWARE (in writing) if a foreign public official becomes an officer or employee of the Customer; and
 - (g) within 12 months of the date of this Agreement and annually thereafter, certify to TRL SOFTWARE in writing (signed by an officer of the Customer), compliance with this clause 10.9 by the Customer and all persons associated with it. The Customer shall provide such supporting evidence of compliance as TRL SOFTWARE may reasonably request.
- 10.10 The above provisions of this clause 10 shall survive termination of this Agreement, however arising.

11. Indemnity

- 11.1 The Customer shall defend and indemnify TRL SOFTWARE, and keep TRL SOFTWARE indemnified, against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services and/or Documentation, provided that:
- (a) the Customer is given prompt notice of any such claim;
 - (b) TRL SOFTWARE provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense
 - (c) the Customer is given sole authority to defend or settle the claim.
- 11.2 Subject to clause 11.6, TRL SOFTWARE shall defend the Customer , its officers, directors and employees against any claim that the Software or Documentation infringes any third party United Kingdom patent effective as of the Effective Date, or any UK intellectual property right, including copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:
- (a) TRL SOFTWARE is given prompt written notice of any such claim, specifying the nature of the claim in reasonable detail;
 - (b) the Customer does not make any admission of liability, agreement or compromise in relation to the claim without the prior written consent of TRL SOFTWARE (such consent not to be unreasonably withheld or delayed);
 - (c) the Customer provides reasonable co-operation to TRL SOFTWARE in the defence and settlement of such claim, at TRL SOFTWARE's expense, including giving TRL SOFTWARE and its professional advisers access at reasonable times (on reasonable prior notice) to the Customer's premises, Authorised Users, officers, employees, senior management, representatives or advisors and to any relevant assets, accounts, documents and records within the power or control of the Customer and/or its Authorised User, so as to enable TRL SOFTWARE and its professional advisers to examine them and take copies; and
 - (d) TRL SOFTWARE is given sole authority to defend or settle the claim.
- 11.3 In the defence or settlement of any claim, TRL SOFTWARE may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement on 5 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or to pay other additional costs to the Customer.
- 11.4 In no event shall TRL SOFTWARE, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:
- (a) a modification of the Services or Documentation by anyone other than TRL SOFTWARE; or
 - (b) the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by TRL SOFTWARE; or

- (c) the Customer's use of the Services or Documentation in a manner contrary to the terms and conditions of this Agreement; or
- (d) the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from TRL SOFTWARE or any appropriate authority.

11.5 The foregoing states the Customer's sole and exclusive rights and remedies, and TRL SOFTWARE's (including TRL SOFTWARE's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

11.6 Notwithstanding any other provision of this Agreement, clause 11.2 shall not apply to the extent that any claim or action referred to in that clause arises directly or indirectly through the possession or use of any Third-Party Software or through the breach of any Third-Party Additional Terms by the Customer or to the extent that it relates to any intellectual property supplied by the Hosting Provider and the Hosting Provider has limited or excluded its liability to TRL SOFTWARE.

12. Limitation of liability

12.1 Except as expressly and specifically provided in this Agreement:

- (a) the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use. In no event shall TRL SOFTWARE or its licensors have any liability for any damage caused by errors or omissions in any information, instructions or scripts obtained through the Customer's use of the Services and/or provided to TRL SOFTWARE by the Customer in connection with the Services, and/or any actions taken by TRL SOFTWARE at the Customer's direction;
- (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law or otherwise are, to the fullest extent permitted by applicable law, excluded from this Agreement, including the implied conditions, warranties and other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care and
- (c) the Services and the Documentation are provided to the Customer on an "as is" basis.

12.2 Nothing in this Agreement excludes the liability of TRL SOFTWARE:

- (a) for death or personal injury caused by TRL SOFTWARE's negligence; or
- (b) for fraud or fraudulent misrepresentation; or
- (c) for any other liability that cannot be excluded by law.

12.3 Subject to clause 12.1 and clause 12.2:

- (a) In no event shall TRL SOFTWARE or its licensors, have any liability whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for:
 - (i) loss of profits;

- (ii) loss of business;
 - (iii) depletion of goodwill and/or similar losses;
 - (iv) business interruption;
 - (v) loss or corruption of data or information, including loss of Customer Data beyond the remedy provided in clause 4.6;
 - (vi) pure economic loss; and/or
 - (vii) any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement; and
- (b) TRL SOFTWARE's total aggregate liability (excluding in respect of the Intellectual property rights indemnity at clause 11.2 but which itself is subject to clause 12.6), in contract tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total Subscription and Services Fees paid by the Customer during the 12 months immediately preceding the date on which the claim arose.

13. Term and termination

13.1 This Agreement shall, unless otherwise terminated as provided in this clause 13, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this Agreement shall be automatically renewed for successive periods of 12 months (each a **Renewal Period**), unless:

- (a) either party notifies the other party of termination, in writing, at least 30 days before the end of the Initial Subscription Term or any Renewal Period, in which case this Agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or
- (b) otherwise terminated in accordance with the provisions of this Agreement;

and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the **Subscription Term**.

13.2 In respect of each Renewal Period, TRL SOFTWARE shall notify the Customer as stated in clause 8.6 of any increase to the Subscription and Services Fee.

13.3 Without affecting any other right or remedy available to it, TRL SOFTWARE may terminate this Agreement on written notice to the Customer in the event that:

- (a) there is a Change of Control of the Customer; or.
- (b) it chooses to transfer its intellectual property rights in the Software and the Documentation to a group company for the purposes of internal restructuring. In this event, TRL SOFTWARE shall procure that the new owner offers a replacement subscription agreement to the Customer on terms equivalent to this Subscription Agreement.

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

- (a) the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 7 days after being notified in writing to make such payment;
- (b) the other party commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 10 Business Days after being notified in writing to do so. The parties acknowledge and agree that a breach of clause 10.9 shall be an irremediable breach;
- (c) the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement.
- (d) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 ;
- (e) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (g) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;
- (h) the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (j) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- (k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.4(d) to clause 13.4(j) (inclusive); or
- (l) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

13.5 On termination of this Agreement for any reason:

- (a) all licences granted to the Customer under this Agreement shall immediately terminate and the Customer shall immediately cease all use of the Services and/or the Documentation;

- (b) subject to TRL SOFTWARE's right to retain Customer Data pursuant to the licence at clause 4.4, each party shall return and make no further use of any Confidential Information, equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
- (c) The return or destruction of Personal Data will be handled in accordance with clause 4.8(i). For all other Customer Data, TRL SOFTWARE will (at the expense of the Customer) provide the Customer with a copy of any Customer Data in its possession where TRL SOFTWARE receives a written request from the Customer for the same. TRL SOFTWARE shall use reasonable commercial endeavours to deliver the copy Customer Data to the Customer within 30 days of its receipt of such written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by TRL SOFTWARE in returning or disposing of Customer Data;
- (d) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced.

13.6 For the avoidance of doubt, termination of this Agreement will act to automatically terminate any Order Form in place as at the date of termination.

13.7 Clauses which expressly or by implication have effect, or are intended to continue, after termination shall continue in full force and effect including clauses 1, 4.4, 4.8(i), 10, 11.1, 12, 13.5, 15, 17, 18, 19, 20, 23, 25 and 26.

14. Force majeure

TRL SOFTWARE shall have no liability to the Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of TRL SOFTWARE or any other party), failure or default of a utility service, the Hosting Provider or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of TRL SOFTWARE's suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

15. Conflict

If there is an inconsistency between any of the provisions in the main body of this Agreement and the Order Form, the following order of precedence shall apply (in order to resolve the conflict):

- (1) the Order Form;
- (2) the terms of this Agreement.

16. Variation

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

17. Waiver

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

18. Rights and remedies

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

19. Severance

19.1 If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

19.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

20. Entire agreement

20.1 This Agreement, together with any documents referred to within the Agreement, constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Any terms or conditions contained within a purchase order the Customer sends to TRL SOFTWARE pursuant to clause 8.2 are excluded, together with any other terms that the Customer may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

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

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

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

21. Assignment

- 21.1 The Customer shall not, without the prior written consent of TRL SOFTWARE, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 21.2 TRL SOFTWARE may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

22. No partnership or agency

Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or 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).

23. Third party rights

This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

24. Notices

- 24.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this Agreement, or such other address as may have been notified by that party for such purposes.
- 24.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9am on the first Business Day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

25. Governing law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

26. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).