



Driven by Data



G-Cloud 15

Software Licence Agreement Terms and Conditions

For the:
**WDM Integrated Asset Management (WDM IAMS) and
Pavement Management System (WDM PMS)**

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Part 1: Introductory terms

1 Definitions

- 1.1 **'Agreement'** shall mean these terms and conditions and any Order agreed between the parties.
- 1.2 **'Authorised Users'** shall mean those employees, agents and independent contractors of the Client who are authorised to use the Service, as set out in the Order or otherwise agreed in writing between the parties from time to time.
- 1.3 **'Charges'** shall mean the charges for the Software and/or the Service set out in the Order or otherwise agreed in writing between the parties.
- 1.4 **'Client'** shall mean the client referred to in the Order, to whom WDM has agreed to provide the Software or the Service in accordance with this Agreement.
- 1.5 **'Client Brands'** shall mean the trademarks, logos and other branding owned by or licensed to the Client which the Client provides to WDM for use in connection with this Agreement.
- 1.6 **'Client Data'** shall mean all data owned by or licensed to the Client and inputted by the Client, Authorised Users or by WDM on the Client's behalf for the purposes of using or facilitating the use of the Software and/or the Service.
- 1.7 **'Data Protection Laws'** shall mean the UK GDPR and any legislation implemented in connection with it, the Data Protection Act 2018, the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (SI 2019 No. 419) and any other applicable laws relating to privacy and data protection.
- 1.8 **'Documentation'** shall mean all manuals, documents and materials (including media such as videos) associated with and containing information about the Software and/or the Service made available by WDM to the Client.
- 1.9 **'Effective Date'** shall mean the date on which the Software is delivered or the Service is made available to the Client in accordance with this Agreement.
- 1.10 **'Equipment'** shall mean the hardware and operating systems set out in the Order or otherwise agreed between the parties in writing and situated at the location or locations set out in the Order or otherwise agreed between the parties in writing.
- 1.11 **'UK GDPR'** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018.
- 1.12 **'Highway Authority Network'** shall be as set out in the Order or otherwise agreed in writing between the parties.



- 1.13 **'Initial Term'** shall be as set out in the Order or otherwise agreed in writing between the parties, and if no such initial term is set out in the Order or otherwise agreed in writing between the parties, the Initial Term shall be one year from the Effective Date.
- 1.14 **'Intellectual Property Rights'** shall mean copyright, patents and all other intellectual property rights of any nature whatsoever, whether registered, capable of registration or not, in any part of the world and including all applications and the right to apply for such rights.
- 1.15 **'Maintenance and Support Services'** shall mean the maintenance and support services set out in clause 16.
- 1.16 **'Order'** shall mean the order form, purchase order, invoice or other document agreed between the parties or issued by WDM to the Client setting out details of the commercial agreement between the parties.
- 1.17 **'Professional Services'** shall mean the training and other professional services set out in this Agreement, the Order and/or as otherwise agreed in writing between the parties.
- 1.18 **'Renewal Term'** shall have the meaning set out in Clause 10.1.
- 1.19 **'Service'** shall mean the subscription service provided by WDM via the web addresses notified to the Client, as more particularly described in the Documentation.
- 1.20 **'Software'** shall mean the computer program or programs specified in the Order and shall include any replacements, modifications or additions made available under this Agreement.
- 1.21 **'Term'** shall mean the Initial Term and any Renewal Terms.
- 1.22 **'Viruses'** shall mean anything or device which may prevent, impair or otherwise adversely affect the operation of the Software or the Service, including worms, trojan horses, viruses and other similar things or devices.
- 1.23 **'WDM'** shall mean W.D.M Limited (company number 00403583).

2 Application of this agreement

2.1 The following parts of this Agreement shall apply in the following circumstances:

2.1.1 **Part 1: Introductory terms** and **Part 4: General terms** shall apply to all Clients.

2.1.2 **Part 2: Software licence terms** shall apply to Clients who use WDM's Software on their Equipment.

2.1.3 **Part 3: Subscription terms** shall apply to Clients who subscribe to WDM's Service.

Part 2: Software Licence Terms

3 Software licence

- 3.1 Where WDM and the Client have agreed that the Software will be installed on the Equipment, WDM hereby grants to the Client a non-exclusive, non-transferable right to use the Software on the Equipment on the terms and conditions of this Agreement and for the Term.

4 Delivery and acceptance

- 4.1 WDM shall deliver a copy of the Software, in machine readable form, on the media, to the location and, if applicable, install the Software by the date, as agreed between the parties in writing.
- 4.2 The Client must ensure that the Equipment is ready for installation of the Software on or before the agreed date for installation.
- 4.3 Unless otherwise agreed in writing between the parties, acceptance of the Software shall be deemed to take place on delivery or delivery and installation of the Software in accordance with Clause 4.1.

5 Software warranty

- 5.1 Where the parties have agreed that the Software will be installed on the Equipment, WDM warrants that, provided the Software is operated in accordance with WDM's instructions, the Software will perform significantly in accordance with WDM's specification and the Documentation existing from the Effective Date.
- 5.2 The warranty at Clause 5.1 shall not apply to the extent of any non-conformance which is caused by use of the Software contrary to WDM's instructions or by any alteration or modification by any person other than WDM. If the Software does not conform with the foregoing warranty, WDM will, at its expense, use all reasonable commercial endeavours to correct such non-conformance promptly or provide the Client with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Client's sole and exclusive remedy for any breach of the warranty at Clause 5.1.
- 5.3 WDM does not guarantee that the Software will be uninterrupted or error-free or that the Software or Documentation will meet the Client's requirements.

Part 3: Subscription terms

6 Right to use the service

- 6.1 WDM hereby grants the Client a non-exclusive, non-transferable right to permit the Authorised Users to use the Service and the Documentation on the terms and conditions of this Agreement and for the Term.
- 6.2 WDM shall make the Service available to the Client and the Authorised Users on the date agreed in writing between the parties.
- 6.3 The Client shall ensure that all Authorised Users comply with the terms of this Agreement and shall be liable in respect of any breach of the terms of this Agreement by any Authorised User.
- 6.4 The Client shall ensure that the number of Authorised Users does not exceed the number agreed in writing between the parties without WDM's prior written consent.
- 6.5 If the Client wishes to increase the number of Authorised Users, the Client shall notify WDM in writing and WDM shall respond to the Client with approval or rejection of the request. If WDM approves the request, WDM shall allow the additional Authorised Users access and the Client shall, within 30 days of the date of WDM's invoice, pay the relevant fees for the additional Authorised Users.

7 Service warranty

- 7.1 WDM warrants that the Service will be performed substantially in accordance with the Documentation and with reasonable skill and care.
- 7.2 The warranty at Clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Service contrary to WDM's instructions. If the Service does not conform with the foregoing undertaking, WDM will, at its expense, use all reasonable commercial endeavours to correct such non-conformance promptly or provide the Client with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Client's sole and exclusive remedy for any breach of the warranty at Clause 7.1.
- 7.3 WDM does not warrant that the Client's use of the Service will be uninterrupted or error-free or that the Software, Service or Documentation will meet the Client's requirements.

8 Personal data

- 8.1 The parties acknowledge that, in providing the Service, WDM may have access to personal data (as defined in the Data Protection Laws) inputted into the Service by or on behalf of the Client (Personal Data). The Personal Data processing activities that WDM will undertake are detailed in the Schedule. For the purposes of the Data Protection Laws, the Client is the controller and WDM is the processor in respect of such data processing activities.

- 8.2 The Client warrants that it has complied and will comply with all Data Protection Laws in respect of any Personal Data and in particular that the Client is authorised to allow WDM to process the Personal Data in accordance with this Agreement and that the Personal Data is accurate, complete and up-to-date.
- 8.3 To the extent that WDM processes Personal Data on behalf of the Client in accordance with the Schedule, WDM shall:
- 8.3.1 only process the Personal Data on the Client's written instructions and inform the Client if WDM reasonably believes that such instructions infringe Data Protection Laws;
 - 8.3.2 not transfer any Personal Data to a country outside the UK or the EEA without ensuring that there are adequate safeguards in place in accordance with Data Protection Laws to protect the Personal Data;
 - 8.3.3 ensure that any persons WDM uses to process Personal Data are subject to legally binding obligations of confidentiality in respect of the Personal Data;
 - 8.3.4 take appropriate technical and organisational measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data;
 - 8.3.5 taking into account the nature of the data processing activities WDM undertakes and the information available to WDM, provide reasonable assistance and co-operation to enable the Client to fulfil its obligations to respond to requests from individuals exercising their rights under Data Protection Laws;
 - 8.3.6 notify the Client without undue delay if WDM becomes aware of any breach of security by WDM or by a subprocessor leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to Personal Data and provide reasonable co-operation, information and assistance to the Client in relation to any such breach;
 - 8.3.7 taking into account the nature of the data processing activities WDM undertakes and the information available to WDM, provide reasonable assistance to the Client with carrying out data protection impact assessments and consulting with relevant supervisory authorities, provided that the scope of such assistance shall be agreed between the parties and the Client shall pay WDM's reasonable costs incurred in providing such assistance;
 - 8.3.8 on termination of this Agreement, howsoever arising, as agreed between the parties, securely delete or return to the Client all Personal Data and delete all existing copies of the Personal Data as is reasonably practicable, except the extent that WDM is required to retain copies of the Personal Data to comply with applicable laws; and
 - 8.3.9 make available to the Client all information reasonably necessary to demonstrate compliance with WDM's obligations under this clause 8.3.
- 8.4 The Client hereby consents to WDM using the sub-processors set out in the Schedule. If WDM proposes to change the identity of a sub-processor, or add a new sub-processor, WDM shall inform the Client and give the Client a reasonable period



of time to object to the appointment of the new sub-processor. If the Client objects (on reasonable grounds relating to the processing of Personal Data), the parties shall work together in good faith to resolve any objection. If the objection cannot be resolved within a reasonable period of time, the Client shall be entitled to terminate this Agreement to the extent that it requires the use of the relevant subprocessor.

9 Trade mark licence

- 9.1 Where the Client provides any Client Brands to WDM for the purpose of WDM branding the Service with the Client Brands, the Client hereby grants to WDM a non-exclusive, royalty-free licence for the term of this Agreement to use the relevant Client Brands to the extent necessary for those purposes.
- 9.2 The Client warrants that it has the right to license the Client Brands to WDM and that the use of the Client Brands by WDM in accordance with this Agreement shall not infringe the rights, including any Intellectual Property Rights, of any third party.

Part 4: General terms

10 Duration

- 10.1 This Agreement shall commence on the Effective Date and shall continue, unless otherwise terminated in accordance with clause 22, for the Initial Term. Thereafter, this Agreement shall automatically renew for subsequent periods of 12 months (each a Renewal Term) unless terminated by either party on giving at least three months' written notice to expire at the end of the Initial Term or then-current Renewal Term.

11 Documentation

- 11.1 WDM shall provide or otherwise make available the Documentation to the Client and grants the Client the right to use the Documentation to the extent required to enable the Client to exercise its rights and perform its obligations under this Agreement.
- 11.2 The Client may not take copies of the Documentation without WDM's prior written agreement which shall not be unreasonably withheld.

12 Use of the software and/or the service

- 12.1 Unless otherwise agreed between the parties in writing, the Software and the Service shall be used only for the Client's own data processing and shall not be used to provide a data processing service to any third party whether by way of trade or otherwise.
- 12.2 If the Software is installed on the Equipment, the Client may use the Software only on the specified Equipment.
If the Software cannot be used because the Equipment or any part thereof is temporarily inoperable, then the Agreement will be deemed to apply, without any additional payment to WDM but at the Client's risk and expense, to the use of the Software on any other compatible equipment until the Equipment becomes operable. Without prejudice to this clause 12.2, the Client may not transfer the Software to another location or to other equipment without the consent in writing of WDM, which shall not be unreasonably withheld.
- 12.3 The Client may use the Software or the Service only for the applicable Highway Authority Network.
- 12.4 The Client shall follow all reasonable instructions given by WDM from time to time with regard to the use of the Software and/or the Service. The Client shall permit WDM, at all reasonable times, to access the Client's premises, equipment, systems and records for the purposes of ensuring that the Client is complying with this Agreement and such instructions.
- 12.5 The Client may make only such copies of the Software as are necessary for the Client's operational use and security. This Agreement applies to such copies as it applies to the Software.
- 12.6 Except as provided for in Clause 12.5, the Client may not:



- 12.6.1 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 or attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software;
- 12.6.2 access all or any part of the Service, Software or Documentation to build a product or service which competes with the Software or the Service;
- 12.6.3 license, sell, rent, lease, transfer, assign, distribute, display, disclose or otherwise commercially exploit or otherwise make the Software and/or the Service available to any third party except the Authorised Users; or
- 12.6.4 attempt to obtain or assist third parties in obtaining access to the Software and/or the Service other than as provided under this Agreement.

13 Client data and acceptable use

- 13.1 The Client warrants that it has the right to upload the Client Data to the Software or the Service (as applicable) and that the use of the Client Data as part of the Software or the Service will not infringe the rights, including the Intellectual Property Rights, of any third party.
- 13.2 The Client shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Software and/or the Service that:
 - 13.2.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - 13.2.2 infringes any third party's rights, including (but not limited to) privacy rights and Intellectual Property Rights;
 - 13.2.3 facilitates illegal activity;
 - 13.2.4 depicts sexually explicit images;
 - 13.2.5 promotes unlawful violence;
 - 13.2.6 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - 13.2.7 is otherwise illegal or causes damage or injury to any person or property, and WDM reserves the right, without liability or prejudice to its other rights to the Client, to disable the Client's access to the Software and/or the Service and any material that breaches the provisions of this clause 13.2.

14 Professional services and training

- 14.1 WDM shall provide the Professional Services in accordance with this Agreement and using reasonable skill and care.
- 14.2 If the Client requests further Professional Services to be provided by WDM, the parties shall agree in writing the further Professional Services required and the



charges for such Professional Services. The provision of such further Professional Services shall be subject to the terms and conditions of this Agreement and any agreed charges for such further Professional Services shall be paid by the Client within 30 days of the date of WDM's invoice for the relevant Professional Services.

- 14.3 The Professional Services shall include one (1) day's training provided by WDM to the Client's personnel to provide instruction in the use of the Software or the Service during the Initial Term. Any additional training must be agreed between the parties in writing and will be charged at WDM's then-current rates.

15 WDM's obligations

- 15.1 WDM warrants that it has and will maintain all necessary licences, consents and permissions necessary for the performance of its obligations under this Agreement.
- 15.2 All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this Agreement are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality and fitness for purpose.

16 Maintenance and support

- 16.1 WDM will provide the Client with all upgrades, maintenance releases and new version releases of the Software and/or the Service.
- 16.2 WDM will make available, between the hours of 09:00-17:00 Monday to Friday (with the exception of Public Holidays) an email and telephone support facility for the purposes of assisting the Client with the proper use of the Software or the Service and/or determining the cause of any errors and using reasonable endeavours to fix errors in the Software or the Service.
- 16.3 The Client shall request support by contacting WDM's helpdesk at the details below:
- 16.3.1 Telephone: 0117 956 7233
- 16.3.2 Email: support@wdm.co.uk
- 16.4 The Maintenance and Support Services shall be conditional upon the Client:
- 16.4.1 providing WDM with adequate information in respect of any faults or errors in the Software or the Service;
- 16.4.2 not having changed the Software or the Service or used it in breach of this Agreement; and
- 16.4.3 where the Software is installed on the Equipment, having installed all previous amendments and updates to the Software on the Equipment.

17 Charges

- 17.1 The Client shall pay the Charges, together with all travel, accommodation, subsistence and other expenses reasonably incurred by WDM in providing any Professional Services, in accordance with this Agreement.



- 17.2 WDM shall have the right to vary the Charges by giving to the Client not less than three months' written notice in advance of such variation effective at the end of the Initial Term or at any time thereafter. Such variation shall not result in the Charges exceeding WDM's then current standard scale of charges, or in the absence of a standard scale, such charges as are reasonable in the circumstances.

18 Terms of payment

- 18.1 WDM shall invoice the Client for the Charges and the Client shall pay each valid invoice submitted to it, without set-off, counterclaim or deduction of any kind, within 30 days of the date of the invoice.
- 18.2 All sums payable under this Agreement are exclusive of VAT.
- 18.3 If the Client disputes all or any part of an invoice, the Client shall promptly inform WDM and the parties shall work together to resolve the dispute.
- 18.4 Subject to clause 18.3, if the Client fails to pay any sum by the due date for payment, WDM shall be entitled (without prejudice to any other right or remedy it may have:
- 18.4.1 to charge the Client interest on the amount outstanding from time to time at the rate of 4% per annum, such interest to accrue on a daily basis from the due date until the date of payment in cleared funds (whether before or after the date of any judgment); and/or
- 18.4.2 to suspend the Client's access to the Service (if applicable) until the sum in question has been paid in full.

19 Intellectual property rights

- 19.1 All Intellectual Property Rights in the Software, the Service and the Documentation and all parts and copies thereof shall remain vested in WDM. The Client and its Authorised Users shall have no rights in or to the Software, the Service or the Documentation other than the right to use them in accordance with the terms of this Agreement.
- 19.2 The Client shall follow all reasonable instructions given by WDM from time to time with regard to the use of trademarks owned by WDM and other indications of the property and rights of WDM.
- 19.3 WDM shall fully indemnify the Client against all damages (excluding consequential damages), costs, charges and expenses arising from or incurred by reason of any infringement or alleged infringement in the United Kingdom of a third party's Intellectual Property Rights in consequence of the authorised use or possession of the Software, the Service or the Documentation made available by WDM under this Agreement, subject to the following:
- 19.3.1 the Client shall promptly notify WDM in writing of any alleged infringement of which the Client becomes aware;
- 19.3.2 the Client shall make no admissions without WDM's prior written consent;



19.3.3 the Client, at WDM's request and expense, shall allow WDM to conduct any negotiations or litigation and/or settle any claim. The Client shall give WDM all reasonable assistance in the conduct of any such claim. The costs incurred or recovered in such negotiations or settled claim shall be for WDM's account.

19.4 If at any time an allegation of infringement of copyright is made in respect of the Software, the Service or the Documentation, or if in WDM's reasonable opinion such an allegation is likely to be made, WDM may at its own expense modify or replace the Software, the Service or the Documentation so as to avoid the infringement, without detracting from overall performance.

20 Indemnity

20.1 The Client shall fully indemnify WDM against all damages, costs, charges and expenses arising from or incurred by reason of the Client's use of the Software, the Service or the Documentation, subject to the following:

20.1.1 WDM shall promptly notify the Client in writing of any such claim of which WDM becomes aware;

20.1.2 WDM shall make no admissions without the Client's prior written consent;

20.1.3 WDM, at the Client's request and expense, shall allow the Client to conduct any negotiations or litigation and/or settle any claim. WDM shall give the Client all reasonable assistance in the conduct of any such claim.

21 Limitation of liability

21.1 In respect of any claim by the Client relating to this Agreement, the Software or the Service (whether for breach of contract, negligence or otherwise), the Client shall notify WDM in writing (giving full details of the claim) within twelve (12) months of the date on which the issue in question arose, and shall afford WDM a reasonable opportunity to remedy the breach or failure in question, failing which all liability in respect of such claim shall be excluded.

21.2 WDM shall not be liable to the Client in respect of, and shall not be deemed to be in breach of the Agreement as a result of, any failure or delay in complying with its obligations under the Agreement to the extent that such failure or delay is caused by:

21.2.1 any failure on the part of the Client to comply with its own obligations under the Agreement; and/or

21.2.2 any circumstances beyond the reasonable control of WDM.

21.3 WDM shall not be liable to the Client (whether for breach of contract, negligence or otherwise) for any:

21.3.1 loss of or corruption to data or computer files; or

21.3.2 loss of anticipated savings or revenues; or

21.3.3 loss of profits (whether actual or anticipated); or



21.3.4 loss of contracts or business opportunities; or

21.3.5 loss of goodwill or damage to reputation; or

21.3.6 indirect, special or consequential loss or damage; or

21.3.7 loss arising from any claim made by any third party to the extent relating to or comprising any loss or damage of the kind referred to in the previous parts of this clause; which arises out of or in connection with this Agreement.

21.4 With the exception of WDM's liability under the indemnity at clause 19.3 (which shall be unlimited), the total aggregate liability of WDM under or in connection with this Agreement shall not in any event exceed the following limits:

21.4.1 for any and all claims in respect of which WDM's liability is covered by professional indemnity insurance, the sum of £500,000 (five hundred thousand pounds). This figure has been carefully selected as a reasonable allocation of the overall level of insurance cover that WDM anticipates it is likely to have in place from time to time; or

21.4.2 for all other claims, an amount equal to the total fees payable under the Agreement.

21.5 Nothing in this Agreement shall operate to limit or exclude the liability of WDM to the Client for any death or personal injury caused by the negligence of WDM or any of its employees or agents, or for any other matter in respect of which liability cannot lawfully be limited or excluded.

22 Termination

22.1 Either party may terminate this Agreement immediately by written notice to the other party if the other party:

22.1.1 commits a material breach of the terms of this Agreement and, in the event of a breach capable of being remedied, fails to remedy the breach within 14 days of receipt of notice thereof in writing; or

22.1.2 becomes insolvent or bankrupt or makes an arrangement with its creditors or goes into liquidation.

22.2 Termination of this Agreement shall not prejudice any rights of either party which have arisen on or before the date of termination.

22.3 On termination of this Agreement, howsoever arising:

22.3.1 all licences granted under this Agreement shall immediately terminate;

22.3.2 the Client shall immediately cease all use of the Software, the Service and/or the Documentation;

22.3.3 WDM shall return all Client Data to the Client within a reasonable period of time if requested and, if the Client requests return of the Client Data in a particular format, WDM shall be entitled to charge reasonable additional charges in respect of the return of Client Data at WDM's then-current standard rates.

23 Confidentiality

- 23.1 Each party shall safeguard and keep confidential any and all confidential information that it may acquire in relation to the business or affairs of the other party. Neither party shall use or disclose the other party's confidential information except to the extent that such use or disclosure is necessary for the purposes of performing its obligations or exercising its rights under this Agreement. Each party shall ensure that its officers and employees and any other persons to whom the other party's confidential information is disclosed comply in respect of that information with the provisions of this Clause 23.
- 23.2 The obligations on a party set out in Clause 23.1 shall not apply to any information to the extent that such information:
- 23.2.1 is publicly available or becomes publicly available through no act or omission of that party;
 - 23.2.2 which was in the possession of the receiving party prior to the information being disclosed by the disclosing party to the receiving party;
 - 23.2.3 which was obtained from a third party who is free to disclose the same; and/or
 - 23.2.4 is required to be disclosed by law.
- 23.3 The obligations in this Clause 23 shall continue in force notwithstanding the termination of this Agreement.

24 Notice

- 24.1 Any notice under this agreement shall be in writing and shall be sent by pre-paid, first class, recorded delivery post or hand delivery to the address for the relevant party as stated in the Agreement or otherwise notified to the other party for this purpose. Any such notice shall be deemed to have been duly received (provided it was sent to the proper address):
- 24.1.1 if despatched by first class, recorded delivery post – 48 hours from the time of posting (subject only to any delays caused by industrial action affecting the postal service);
 - 24.1.2 if delivered by hand – at the time of actual delivery; provided that in each case if the deemed receipt time occurs either on a day that is not a working day or after 5:00pm on a working day, then the notice shall not in fact be deemed to have been received until 10:00am on the next working day.

25 Assignment

- 25.1 The Client shall not be entitled to assign, sub-contract or otherwise dispose of any of its rights or obligations under this Agreement without the prior written consent of WDM.

26 Waiver

- 26.1 No delay or failure on the part of either party in enforcing any provision in this Agreement is to be treated as a waiver or as having created a precedent or in any way as having prejudiced that party's rights under the Agreement. The rights and remedies provided in this Agreement are cumulative and are additional to any rights or remedies provided by law.

27 Severance

- 27.1 If any provision in this Agreement is declared void or unenforceable by any court or other body of competent jurisdiction, or is otherwise rendered so by any applicable law, such provision shall, to the extent of such invalidity or unenforceability, be treated as severable and all other provisions of the Agreement not affected by such invalidity or unenforceability shall remain in full force and effect.

28 Third party rights

- 28.1 Unless otherwise stated in this Agreement, nothing in this Agreement shall confer any rights on any person under the Contracts (Rights of Third Parties) Act 1999.

29 Publicity

- 29.1 Neither party shall, without the prior written consent of the other, make any public announcement regarding this Agreement.

30 Law

- 30.1 Unless otherwise agreed in writing between the parties, this Agreement and any dispute or claim, including a dispute or claim of a non-contractual nature, shall be governed by and construed in accordance with the law of England and Wales and any dispute arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the Courts of England and Wales, to which each of the parties irrevocably submits..

Schedule – Personal data processing

If the Client subscribes to WDM's Service, WDM will process personal data on behalf of the Client as follows:

Nature and purpose of the processing	Processing of personal data for the purposes of providing the Service, in particular for allowing the Service to be used to record incidents reported by members of the public.
Subject-matter and duration of the processing	Collecting and storing personal data within the Service for the purpose above and for the duration of this Agreement or, if earlier, until the Client deletes the personal data from the Service or instructs WDM to do so.
Categories of data subject	Members of the public who report highway issues to the Client.
Categories of personal data	Name, address, telephone number, email address and any other personal data submitted in connection with a report.
Sub-processors	Amazon Web Services (servers in UK) or Microsoft Azure web hosting (servers in the UK) or other sub-processors notified by WDM to the Client in accordance with this Agreement.