

G-CLOUD 15 (LOT 3 CLOUD SUPPORT)

These Fidenda Terms of Business G-Cloud 15 (Lot 3 Cloud Support), together with the G-Cloud 15 Framework Agreement between Fidenda and Crown Commercial Services (**Framework Agreement**) and the Order Form (**Order Form**) and related Call-off Contract (**Call-off Contract**) between Fidenda and the Client, apply to the provision of Cloud Support Services and related Deliverables as set out in the SOW under G-Cloud 15 Lot 3 (Cloud Support) and form the agreement between Fidenda and the Client (**Agreement**).

In these Terms of Business references to **Fidenda** mean Fidenda Limited a company incorporated in England with company number 11107459 and having its registered office at PO Box 501, The Nexus Building, Broadway, Letchworth Garden City, Hertfordshire, United Kingdom, SG6 9BL (or such other group company or affiliated company of Fidenda Limited which enters into the Order Form with the Client) and references to the **Client** mean the Buyer named in the Order Form.

In these Terms of Business references to the **Statement of Work** or **SOW** mean the Order Form together with the related Call-off Contract.

1. SUPPLY OF CLOUD SUPPORT SERVICES

1.1. Fidenda will supply the Cloud Support Services and related Deliverables (being the output from the Cloud Support Services Services) as described in the SOW to the Client in accordance with terms of the Agreement in all material respects.

1.2. Fidenda will use reasonable endeavours to meet any performance dates specified in the SOW or otherwise agreed with the Client in writing, but, except in circumstances where express milestone delivery dates are agreed to in writing, any such dates will be estimates only and time will not be of the essence for performance of the Cloud Support Services.

1.3. Fidenda warrants to the Client that the Cloud Support Services and Deliverables will be provided:

1.3.1. using reasonable care and skill;

1.3.2. by properly trained and qualified personnel;

1.3.3. in compliance with applicable laws; and

1.3.4. in accordance with generally accepted industry standards and practices.

- 1.4. Where Fidenda makes available to the Client any materials, equipment, documents and other property of Fidenda (excluding the Deliverables) (**Fidenda Materials**), the Client will maintain the Fidenda Materials in good condition at the Client's own risk until they are returned to Fidenda, and will not dispose of or use Fidenda Materials other than in accordance with Fidenda's written instructions or authorisation.
- 1.5. Fidenda will provide the Cloud Support Services in relation to the SaaS solution, cloud software product or other software product as set out in the SOW (**Licensed Software**). The Client acknowledges and agrees that Fidenda is not responsible or liable for the provision or hosting of the Licensed Software or for any acts or omissions of the licensor or provider of the Licensed Software or related hosting services.
- 1.6. The Client acknowledges that purchases under the Agreement are not contingent on the delivery of future features or functionality whether to the Licensed Software or otherwise.

2. CLIENT'S OBLIGATIONS

2.1. The Client will:

- 2.1.1. ensure that the terms of the SOW and any related information it provides to Fidenda is complete and accurate;
- 2.1.2. co-operate with Fidenda in all matters relating to the Cloud Support Services;
- 2.1.3. provide Fidenda, its employees, agents, consultants and subcontractors, at the Client's cost with such access to such hardware, software, third party materials, facilities and equipment as reasonably required by Fidenda for the performance of the Cloud Support Services (**Inputs**) and the Client will remain responsible for such Inputs at all times;
- 2.1.4. provide Fidenda with such information and materials as Fidenda may reasonably require in order to supply the Cloud Support Services, and ensure that such information is complete and accurate in all material respects;
- 2.1.5. obtain and maintain all necessary licences, permissions and consents which may be required for the performance of the Cloud Support Services before the date on which they are to start including without limitation any licences, permissions and consents as may be required for Fidenda to access and use the

Licensed Software or any other third party software, hardware, services or materials;

- 2.1.6. ensure that it makes all necessary backups of the data, files, programs or another information to which Fidenda may have access within the context of the Agreement;
- 2.1.7. comply with all laws and regulations specifically applicable to the receipt of Cloud Support Services, the Licensed Software or the performance of the Agreement; and
- 2.1.8. comply with any additional obligations as set out in the Order Form or SOW or agreed with Fidenda in writing from time to time.

2.2. If Fidenda's performance of any of its obligations under the Agreement is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (**Client Default**), without limiting or affecting any other right or remedy available to it, Fidenda will have the right to suspend performance of the Cloud Support Services until the Client remedies the Client Default and Fidenda will not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from such suspension. The Client will reimburse Fidenda upon request for any costs or losses sustained or incurred by Fidenda arising directly or indirectly from the Client Default.

2.3. Provided that when making such use Fidenda doesn't breach any obligations of confidentiality and does not include any Client sensitive information the Client hereby grants to Fidenda and its subcontractors a royalty-free, worldwide, transferable, sub-licensable, irrevocable, and perpetual license to incorporate, use, commercialise, distribute and create derivative works of any suggestions, recommendations or other feedback as the Client provides under the Agreement.

2.4. Fidenda warrants that it will not knowingly or intentionally introduce, software viruses, worms, Trojan horses or other code, files, scripts, or agents intended to do harm (**Malicious Code**), provided however, that Fidenda will not be in breach of this warranty if the Client or any third party introduces Malicious Code. The Client will ensure that it maintains up to date anti-virus software and suitable firewalls and other technical measures to protect against Malicious Code.

2.5. The Client will defend, indemnify and hold Fidenda harmless from and against any all liability, loss, damages, costs and expenses (including reasonable legal and other professional fees and costs) suffered or incurred

by Fidenda resulting from: (a) any claim by a third party alleging that use of the Client Data infringes a valid Intellectual Property Rights, trade secret, privacy, or publicity rights of a third party; or (b) the Client's failure to obtain consents and permissions from data subjects for the submission and processing of personal data under the Agreement; (c) instructions by the Client or its Authorised Users for processing data other than as specifically allowed in the Agreement; or (d) any breach of the Agreement by the Client or its Authorised Users.

3. CHARGES AND PAYMENT TERMS

3.1. The charges for the Cloud Support Services and Deliverables will be calculated as set out in the SOW.

3.2. Provided they are agreed in advance by the Client, in addition to the charges, Fidenda will be entitled to charge the Client for any expenses reasonably incurred by the individuals whom Fidenda engages in connection with the Cloud Support Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Fidenda for the performance of the Cloud Support Services, and for the cost of any materials.

3.3. Unless otherwise agreed in the SOW:

3.3.1. Fidenda will invoice the Client in full for the charges set out in the SOW on a monthly basis unless otherwise specifically stated in the "charging method" section of the G-Cloud 15 Call-Off Contract; and

3.3.2. the Client will pay each invoice submitted by Fidenda within 30 days of the date of the invoice in full and in cleared funds to a bank account nominated in writing by Fidenda.

3.4. All amounts payable by the Client under the Agreement are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Agreement by Fidenda to the Client, the Client will, on receipt of a valid VAT invoice from Fidenda, pay to Fidenda such additional amounts in respect of VAT as are chargeable on the supply of the Cloud Support Services at the same time as payment is due for the supply of the Cloud Support Services.

3.5. If the Client fails to make a payment due to Fidenda under the Agreement by the due date then, without limiting Fidenda's other rights and remedies, the Client will pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 3.5 will accrue each day at the rate of 1.5% per month.

3.6. All amounts due under the Agreement will be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

3.7. Timeline for payment shall be extended in the event of a genuine dispute in connection with an invoice. Any such dispute shall only lead to such an extension provided:

3.7.1. The Client provides clear evidence explaining the rationale for the dispute within 10 days of receipt of the invoice;

3.7.2. The Client acts in good faith in trying to resolve any such dispute until it is resolved;

3.7.3. Any amounts outstanding which are not disputed are still paid in accordance with clause 3.3.

4. INTELLECTUAL PROPERTY RIGHTS

4.1. Subject to clauses 4.1 to 4.5 (inclusive), where Fidenda creates Deliverables for the Client in the provision of the Cloud Support Services, all copyright in those Deliverables will (following full payment by the Client of all charges and expenses payable by the Client under the Agreement) become the property of the Client. It is acknowledged by the Client that Fidenda provides consultancy services to other customers and that some of its know how and expertise used to create the Deliverables will be used again for other Customers. Therefore, provided that when making such use Fidenda doesn't breach any obligations of confidentiality and does not include any Client sensitive information, the Client grants to Fidenda) a limited, non-transferable, non-sub licensable licence to use such Deliverables in connection with its services for other customers.

4.2. All Intellectual Property Rights which are created by Fidenda: (a) prior to the Commencement Date; or (b) outside of the scope of the Agreement; or (c) other than for the Client as a part of the Deliverables (together the **Fidenda IP**) will remain the property of Fidenda.

4.3. Where the Deliverables comprise or incorporate Fidenda IP, Fidenda grants the Client a limited, non-transferable, non-sub licensable licence to use the Fidenda IP solely to the extent necessary to enable the Client to use the Deliverables.

4.4. Where the Deliverables comprise or incorporate Intellectual Property Rights which are owned by a third party (**Third Party IP**), the Client's use of such Deliverables will be subject to the Client's compliance with the licence terms

set by the applicable third party owner (details of which will be available from Fidenda upon request). The Client will comply with such licence terms in relation to its use of the Third Party IP. For the avoidance of doubt nothing in the Agreement transfers any Intellectual Property Rights in Anaplan software products or in any configurations of Anaplan software or any other relevant software package. All such Intellectual Property Rights shall remain owned by Anaplan (or the applicable licensor) and shall be provided for as appropriate in any agreement between the Client and Anaplan (or the applicable licensor).

- 4.5. Where the Client provides the Licensed Software or any other materials of whatever nature to Fidenda for use in relation to the Cloud Support Services (**Client IP**), the Client hereby grants Fidenda a royalty free license to use such Client IP for the duration of the Agreement for the purposes of providing the Cloud Support Services and Deliverables. The Client warrants that the Client IP will not infringe the Intellectual Property Rights of any third party.
- 4.6. All Intellectual Property Rights in the Cloud Support Services (other than Intellectual Property Rights in any materials provided by the Client) will be owned by Fidenda or its licensors.
- 4.7. The Client warrants that the Client IP will not infringe the Intellectual Property Rights of any third party.
- 4.8. In the Agreement **Intellectual Property Rights** means patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

5. WARRANTY AND ACCEPTANCE

- 5.1. Fidenda warrants that the Cloud Support Services will be performed in a good and workmanlike manner and upon delivery the Deliverables will confirm with the description set out in the SOW.
- 5.2. The Client will have 10 days (**Acceptance Period**) from performance of the applicable Services or delivery of the applicable Deliverable to inspect the

Cloud Support Services and Deliverables to confirm that they comply with the requirements of the Agreement.

5.3. In the event that the Cloud Support Services or Deliverables do not comply with the terms of the Agreement, the Client may reject such Services or Deliverables provided that:

5.3.1. the Client gives Fidenda written notice of such rejection prior to the end of the Acceptance Period; and

5.3.2. none of the events listed in clause 5.5 apply.

5.4. If the Client fails to give notice of rejection in accordance with clause 5.3, it will be deemed to have accepted the Cloud Support Services and Deliverables.

5.5. Fidenda will not be liable for a failure by the Cloud Support Services or Deliverables to comply with the requirements of the Agreement in any of the following events:

5.5.1. the Client makes any further use of those Services or Deliverables after giving notice in accordance with clause 5.3;

5.5.2. the defect arises because the Client failed to follow Fidenda's oral or written instructions for the installation, maintenance or use of the Cloud Support Services or Deliverables (if there are none) good industry practice regarding the same;

5.5.3. the defect arises as a result of any Inputs provided by the Client or Fidenda following any drawing, design or specification supplied by the Client;

5.5.4. the defect arises as a result of a Force Majeure Event or other circumstance outside of Fidenda's control.

5.6. If the Client rejects any Services or Deliverables under clause 5.3:

5.6.1. Fidenda will, in collaboration with the Client in terms of urgency, use commercially reasonable efforts to remedy the defects identified by the Client; and

5.6.2. if Fidenda is unable to remedy such defects, Fidenda will refund to the Client a reasonable proportion of the Charges paid by the Client for the defective Service or Deliverable to reflect the extent of the defect. In the event that Fidenda is unable to remedy a

defect which is material and which meaningfully prevents the Client from making use of the Services and Deliverables, the Client shall in addition have the right to terminate the Agreement.

- 5.7. Subject to Fidenda complying with its obligations under clause 5.6 it will have no further liability to the Client in respect of any failure of the Cloud Support Services or Deliverables to comply with the requirements of the Agreement.

6. **DATA PROTECTION**

- 6.1. In this clause 6 **Data Protection Law** means (i) unless and until the General Data Protection Regulation ((EU) 2016/679) (GDPR) is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 2018 and any terms or words defined in Data Protection Law and used in a provision of this addendum relating to personal data will, for the purposes of that provision, have the meaning set out in Data Protection Law.
- 6.2. Both parties will comply with all applicable requirements of Data Protection Law. This clause 6 is in addition to, and does not relieve, remove or replace, a party's obligations under Data Protection Law.
- 6.3. The Client has control and responsibility for determining what data (including but not limited to personal data) the Client submits into the Licensed Software or otherwise makes available to Fidenda and its subcontractors in relation to the Agreement (**Client Data**) and for obtaining all necessary consents and permissions for submission of Client Data and processing instructions to Fidenda.
- 6.4. The Client grants Fidenda and its subcontractors a worldwide, non-exclusive license to process the Client Data as reasonably necessary to provide the Cloud Support Services and to otherwise exercise its rights and comply with its obligations under the Agreement. Subject to this limited license right, as between Fidenda and the Client, the Client owns all right, title and interest, including all related Intellectual Property Rights, in and to the Client Data.
- 6.5. The parties acknowledge their understanding that for the purposes of Data Protection Law, the Client is the data controller and Fidenda is the data processor in relation to any personal data processed on behalf of the Client in connection with the performance by Fidenda of its obligations under the Agreement. Where, in respect of any personal data, the Client is a data processor on behalf of a third party, the Client warrants that the Client's instructions and actions regarding such personal data (including the

appointment of Fidenda as a data processor) have been authorised by such third party.

6.6. Without prejudice to the generality of clause 6.2, the Client will ensure that it has all necessary consents and notices in place to enable lawful transfer and processing of the personal data to and by Fidenda and its sub-processors for the duration and purposes of the Agreement.

6.7. The Client specifically authorises Fidenda to use any sub-contractors engaged by Fidenda from time to time in the provision of the Cloud Support Services as a sub-processor for the purposes of the Agreement and the Client hereby consents to such appointment.

7. LIABILITY

7.1. References to liability in this clause 7 include every kind of liability arising under or in connection with the Agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

7.2. Nothing in the Agreement limits any liability which cannot legally be limited, including but not limited to liability for:

7.2.1. death or personal injury caused by negligence;

7.2.2. fraud or fraudulent misrepresentation; and

7.2.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

7.3. Subject to clause 7.2, Fidenda's total liability to the Client for all loss or damage will not exceed an amount equal to the charges paid by the Client to Fidenda under the Agreement.

7.4. Subject clause 7.2 the following types of loss are wholly excluded:

7.4.1. loss of profits.

7.4.2. loss of sales or business.

7.4.3. loss of agreements or contracts.

7.4.4. loss of anticipated savings.

7.4.5. loss of use or corruption of software, data or information.

7.4.6. loss of or damage to goodwill; and

7.4.7. indirect or consequential loss.

7.5. Fidenda has given warranties in respect of the Cloud Support Services and Deliverables in these Terms of Business. In view of these warranties, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 and any other implied terms are, to the fullest extent permitted by law, excluded from the Agreement.

7.6. Fidenda is not responsible for and disclaims all liability related to delays, delivery failures, interception, alteration or other damage resulting from problems inherent in the use of the internet, mobile and personal computing devices, and transmission of electronic communications over the internet or other networks outside of its control.

7.7. This clause 7 will survive termination of the Agreement.

8. TERMINATION

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

8.1.1. the other party commits a material breach of any term of the Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;

8.1.2. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

8.1.3. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

8.1.4. the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to

adequately fulfil its obligations under the Agreement has been placed in jeopardy.

8.2. Without affecting any other right or remedy available to it, Fidenda may:

8.2.1. terminate the Agreement with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under the Agreement on the due date for payment; or

8.2.2. terminate the Agreement at any time by giving the Client not less than 90 days' notice in writing.

8.3. Without affecting any other right or remedy available to it, Fidenda may suspend the supply of Services under the Agreement or any other contract between the Client and Fidenda if:

8.3.1. the Client fails to pay any amount due under the Agreement on the due date for payment;

8.3.2. the Client becomes subject to any of the events listed in clause 8.1.3 or clause 8.1.4, or Fidenda reasonably believes that the Client is about to become subject to any of them; and

8.3.3. Fidenda reasonably believes that the Client is about to become subject to any of the events listed in clause 8.1.2.

9. CONSEQUENCES OF TERMINATION

9.1. On termination of the Agreement:

9.1.1. the Client will immediately pay to Fidenda all of Fidenda's outstanding unpaid invoices and interest and, in respect of the Cloud Support Services and Deliverables supplied but for which no invoice has been submitted, Fidenda will submit an invoice, which will be payable by the Client immediately on receipt;

9.1.2. the Client will return all of the Fidenda Materials. If the Client fails to do so, then Fidenda may enter the Client's premises and take possession of them. Until they have been returned, the Client will be solely responsible for their safe keeping and will not use them for any purpose not connected with the Agreement; and

9.1.3. the Client's right to use Fidenda's Intellectual Property Rights in accordance with the Agreement will automatically terminate.

- 9.2. Termination of the Agreement will not affect 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.
- 9.3. Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination of the Agreement will remain in full force and effect.

10. **CONFIDENTIALITY**

- 10.1. Each party undertakes that it will not at any time during the Agreement or after termination disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 10.2.
- 10.2. Each party may disclose the other party's confidential information:
- 10.2.1. to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Agreement. Each party will ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 10; and
 - 10.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 10.3. Neither party will use the other party's confidential information for any purpose other than to perform its obligations under the Agreement.
- 10.4. The Client acknowledges that in the course of providing the Cloud Support Services, Fidenda and its service personnel will gain and develop knowledge, skills, techniques, methodologies, know-how and experience. Subject to Fidenda maintaining the confidentiality of the Client's confidential information, nothing in the Agreement will prevent Fidenda from using such knowledge, skills, techniques, methodologies, know-how and experience in the course of its own business or in the provision of services to other clients.
- 10.5. The Client agrees that Fidenda may include the Client's name and logo in client lists and related marketing and promotional material for

the purpose of identifying the Client as a user of Fidenda's Services and may include details of the Cloud Support Services provided to the Client in case studies provided that such case studies do not disclose confidential information belonging to the Client.

11. NON-SOLICITATION

During the term of the Agreement and for a period of one year following its termination, the Client will not directly or indirectly solicit or hire for employment or otherwise engage in any capacity any employees, contractors or other personnel of Fidenda who have been engaged in any way in the provision of the Cloud Support Services or the Deliverables. This restriction will not apply to bona fide general advertising of available jobs (through public advertisements or listing of available positions with recruiting firms) and hiring of personnel who respond to such general advertising without any active solicitation or inducement will not be construed as having violated this provision.

12. GENERAL

12.1. **Force majeure.** Neither party will be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.

12.2. **Assignment and other dealings.**

12.2.1. Fidenda may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Agreement.

12.2.2. The Client will not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Agreement without the prior written consent of Fidenda (such consent not to be unreasonably withheld).

12.3. **Insurance.** The Client will, at its own expense during the term of the Agreement, maintain insurance related to its use of the Cloud Support Services and the Licensed Software and its performance of its obligations under the Agreement (including without limitation, as

applicable, general commercial liability, and employer liability insurance as required by applicable law) and will maintain at all times during the term of the Agreement a professional liability insurance policy and a cyber liability insurance policy, each with coverage limits of at least £5,000,000 per claim.

- 12.4. **Entire agreement.** The Agreement constitutes 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. Each party acknowledges that in entering into the Agreement it does not rely on, and will have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Nothing in this clause will limit or exclude any liability for fraud.
- 12.5. **Variation.** Except as set out in these Terms of Business, no variation of the Agreement will be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 12.6. **Waiver.** A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and will not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Agreement or by law will not constitute a waiver of that or any other right or remedy, nor will it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by law will prevent or restrict the further exercise of that or any other right or remedy.
- 12.7. **Severance.** If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it will be deemed deleted, but that will not affect the validity and enforceability of the rest of the Agreement. If any provision or part-provision of the Agreement deleted under this clause 12.7 the parties will negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 12.8. **Third party rights.** Unless it expressly states otherwise, the Agreement does not give rise to any rights under the Agreements (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.
- 12.9. **Governing law.** The Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with

it or its subject matter or formation will be governed by, and construed in accordance with the law of England and Wales.

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