

SEMANTIC EXTRACT (HOSTED)
FRAMEWORK AGREEMENT FOR PROVISION OF SOFTWARE & SERVICES

DATE OF AGREEMENT	XXXXX
PARTIES:	(1) SEMANTIC EVOLUTION LIMITED , (company number 7587877), a company incorporated under the laws of England & Wales having its registered office at 11.1.1 The Leathermarket , Weston Street, London SE1 3ER(“SE”); (2) XXXXXa company incorporated XXXXXXXX(“Client”).
1. This Framework Agreement shall only become binding in relation to an order for the provision and license of Software, Services, Support Services and/or Third Party Products between SE and the Client upon the signature of the relevant Order Form by SE and the Client and/or its Affiliates. The Client represents that it has read the terms and conditions appended hereto which will be incorporated into and form part of each Order Form. If and to the extent that any term or condition of this Framework Agreement conflicts with a term or condition of an Order Form, the term or condition of the Order Form shall prevail to the extent of the inconsistency. 2. The parties agree that the Client or certain Affiliates of the Client may execute relevant Order Forms for Software, Services, Support Services and/or Third Party Products and that SE or certain Affiliates of SE may provide such services pursuant to this Framework Agreement by executing an applicable Order Form. The terms and conditions of this Framework Agreement shall be incorporated into and form part of each Order Form, and references to “Client” or “SE” shall be read, for the purposes of such Order Form, to mean the Client’s Affiliate or SE’s Affiliate (as applicable) identified in such Order Form. All capitalized terms used but not defined in this Framework Agreement shall have the meanings given to such terms in the Order Form. 3. This Framework Agreement together with any Order Forms, schedules or appendices contains the entire agreement of the parties with respect to the subject matter of the Order Forms and in particular no other terms and conditions (including any set out in any purchase order issued by the Client) or prior representations of SE or the Client shall apply unless agreed in writing by SE and the Client.	

For and on behalf of SE: Signature: _____ Name (Print): _____ Position: _____ Date of Signature: _____	For and on behalf of the Client: Signature: _____ Name (Print): _____ Position: _____ Date of Signature: _____
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1 INTERPRETATION

- 1.1 The headings and subheadings that follow are for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of any of these terms. In these terms, save where the context indicates otherwise, the singular includes the plural and vice versa, references to clauses, exhibits, appendices and schedules refer to clauses of and schedules to these terms.
- 1.2 In these terms and conditions, the following words shall have the following meanings unless otherwise stated:
- 1.2.1 **“Acceptance”** means, in relation to the Software, completion of the acceptance testing process set out in clause 3.
 - 1.2.2 **“Affiliates”** means those companies which, directly or indirectly, control, are controlled by or are under common control with the subject company, whether such control is by equity interest or management authority.
 - 1.2.3 **“Agreement”** means this Framework Agreement and the terms herein and any Order Form, schedule, appendix or exhibit attached or appended to them, as these may be amended in writing from time to time following agreement between the parties to so amend.
 - 1.2.4 **“Business Day”** means any day which is not a Saturday or Sunday, or a bank holiday in London, United Kingdom.
 - 1.2.5 **“Business Unit”** means each business unit listed on the Order Form as well as any future business unit as may be agreed between the parties from time to time.
 - 1.2.6 **“Charges”** means the charges payable by Client to SE as set out in the Order Form. It does not include the New Modules for which additional charges will apply.
 - 1.2.7 **“Client Equipment”** means the Client’s own internal hardware and software (for clarity excluding Software) used by the Client to connect the GUI Software to the Network Connection.
 - 1.2.8 **“Client Information”** means any information or documents provided by the Client to SE in connection with its use in the Software.
 - 1.2.9 **“Confidential Information”** means information, however it is conveyed, that relates to business, pricing, products, developments, Intellectual Property Rights, know-how, personnel and/or suppliers of either party including without limitation the Software, Documentation, Client Information, the provisions of this Agreement, as well as all business, technical and financial information of either party, and information related to either party’s organisational structures, in each case which is either marked as confidential or which ought reasonably to be considered confidential. Without limiting the generality of the foregoing, Client hereby designates all non-public business information, financial data, marketing data, customer lists, personal information and Client Data as confidential.
 - 1.2.10 **“Designated Environment”** means computer equipment, software and/or other prerequisites for running the GUI Software, as set out in the Order Form. The Designated Environment may be amended from time to time by written agreement between the parties.
 - 1.2.11 **“Documentation”** means, as the context requires, any user, system or installation documentation for the Software as SE may provide to the Client.
 - 1.2.12 **“Error”** means a material and reproducible failure of the Software to function substantially in conformity with the description thereof in Order Form, other than as a result of Client’s failure to comply with its obligations under clause 7. The categories of Errors are as listed in clause 3.
 - 1.2.13 **“Good Industry Practice”** means using standards, practices, methods and procedures and exercising that degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in a similar type of undertaking under the same or similar circumstances
 - 1.2.14 **“GUI Software”** means the graphical user interface software through which the data created by the SE Hosted Software can be viewed.
 - 1.2.15 **“Installation Date”** means the date on which SE installs the GUI Software at the relevant Business Unit, which date shall be set forth in the Order Form.
 - 1.2.16 **“Intellectual Property Rights”** means all patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (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.
 - 1.2.17 **“Internal Business Purposes”** means in relation to Client’s internal operations only, or for the purposes as may be as set out in an Order Form, and such license shall not permit the Client to use all or any part of such Software, Services, Support Services and/or Third Party Products to provide any service or product to any third party or to give or allow access to or distribute all or any part of the Software, Services, Support Services

and/or Third Party Products in any manner whatsoever to any third party, other than as set forth in the Order Form.

- 1.2.18 “**Licence**” means the licence granted by SE to the Client as set out in clause 4.
- 1.2.19 “**Maintenance Release**” means the release of a new version of the Software (or any part of it) which is intended to rectify errors or other defects in the then current version of the Software and/or which provides minor enhancements, upgrades or new functionality or features to the then current version of the Software. The term does not incorporate extensions to new categories of data or document types; any such extensions will be classed as New Modules.
- 1.2.20 “**Metadata**” means any information and/or data used by the Software to facilitate the identification and classification of relevant information.
- 1.2.21 “**New Module**” means a new component of the Software providing materially new functionality, which is subject to an additional charge. SE reserves the right to introduce a New Module in any Maintenance Release (but the Client may choose to take the Maintenance Release without the New Module).
- 1.2.22 “**Network Connection**” means the standard internet connection created by SE connecting the SE Hosted Software to the Client’s Equipment.
- 1.2.23 “**Order Form**” means any order form(s) signed by SE and the Client for the provision of Software, Services, Support Services and/or Third Party Products and incorporating the terms of this Agreement.
- 1.2.24 “**Production Use**” means the use of the Software in the Client’s live production environment.
- 1.2.25 “**SE Hosted Software**” means SE’s hosted application(s) and any other software and/or applications provided by SE with the module/s set out in the Order Form, in machine-readable, object code form and any future Maintenance Release, New Module (if applicable) and any proprietary software, tools, techniques, processes, trade secrets, know-how and other materials and information which are essential to the proper operation and use of such software. Such software includes, but is not limited to, the executable files, dynamic libraries, shared libraries, XML schemas, XML instructions, XML files, script (and associated) files, configuration files, mapping files, data files, and all files for copy protection and installation purposes, and all respective and ancillary files, libraries, schemas, maps and data thereto. Such applications and storage of data may be hosted remotely on infrastructure maintained by SE and/or third parties including without limitation on cloud infrastructure..
- 1.2.26 “**Service Hours**” means (i) in London 9am – 5pm British Standard Time on London, U.K. Business Days for U.K. users; and New York 9am – 5pm Eastern Standard Time on New York, U.S. Business Days for U.S. users. SE may elect to change these from time to time (in which case it will provide the Client with four (4) weeks’ written notice of such change), but the Service Hours will never be less than eight (8) hours per Business Day.
- 1.2.27 “**Services**” means any other services including consultancy services which may be provided by SE to the Client as agreed and set out in an Order Form from time to time.
- 1.2.28 “**Software**” means the SE Hosted Software and the GUI Software together.
- 1.2.29 “**Support Services**” means diagnosis, repair and technical services to be provided by SE in response to an Error, as set out in clause 6.
- 1.2.30 “**Third Party Products**” means any third party software and/or hardware as may be supplied or incorporated into the Software by SE.
- 1.2.31 “**User**” means any individual user of the Software, or any data processed by the Software, within the Business Unit and/or Affiliates (as set out in an Order Form), and an officer, employee or agent (each being a natural person) of the Client and/or Affiliates (as set out in an Order Form), up to the maximum set out on the Order Form this Agreement as well as any future user as may be agreed between the parties from time to time. The Client shall procure that each User shall only access and use the relevant Software for the Client’s permitted purpose(s) as set out in the relevant Order Form. The Client agrees that it is responsible and liable for the Users’ access to, and use of, the Software, including any acts or omissions of its Users or their breach of any of the terms of this Agreement or any Order Form.

2 SOFTWARE INSTALLATION/NETWORK CONNECTION

- 2.1 SE will install or assist the Client in installing the GUI Software at the Business Units and set up the Network Connection on the respective Installation Dates in accordance with terms set out in the Order Form. On each such date the Client shall ensure it takes all commercially reasonable actions required and makes commercially reasonable efforts to give SE all information necessary to enable SE to carry out its obligations in the previous sentence.
- 2.2 The Client represents and warrants that the Business Units set out in the Order Form of this Agreement are controlled by the Client or its Affiliates, and further represents that at the Installation Date the Designated Environment (if applicable) will be ready and will thereafter be maintained in place for the relevant Business Units, in accordance with written requirements of SE set forth in the Order Form and agreed to by Client in writing. SE shall confirm prior to the Installation Date that the Designated Environment is ready or communicate to the client in writing what changes are needed prior to the Installation Date with reasonably adequate time for Client to make such changes. Should the Designated Environment not be ready on the Installation Date or maintained in place, the Installation Date may be

extended to allow for the Designated Environment to be ready. If SE personnel is required to spend additional working days delivering or installing or re-installing the Software or creating the Network Connection than would normally have been required, the Client agrees to pay SE for such additional time spent at the rate set out in the Order Form, such amount being payable in addition to any other sums payable hereunder.

- 2.3 Where the Software is provided and/or licensed to an Affiliate and/or Business Unit (as may be specified in an Order Form), the Client will ensure that such Affiliate and/or Business Unit is notified and made aware of the terms of this Agreement and complies with such terms in respect of the relevant Affiliate and/or Business Unit and the Client shall remain responsible for ensuring compliance and shall be liable for any breach of this Agreement and/or Order Form by the Affiliate and/or Business Unit.

3 SOFTWARE TESTING AND ACCEPTANCE

- 3.1 The Client will have 30 days from the relevant Installation Date to test the Software. The tests shall be carried out against the functionalities described in Order Form.
- 3.2 The categories of Errors are:
- 3.2.1 Category 1 Error: Software failure preventing an end-user from using a functionality.
 - 3.2.2 Category 2 Error: Software failure for which an operational work-around may be implemented and which does not prevent any functionality.
 - 3.2.3 Category 3 Error: minor deficiency which does not materially affect any functionality.
- The Client's Acceptance of the Software may be withheld pending rectification only in case of a Category 1 Error. For clarity, SE will correct any Error within a reasonable time but no later than fifteen (15) Business Days, or a timeframe as may be mutually agreed by the parties, following the Client's discovery of and notification of such Error to SE, at no cost to Client provided that such Error has not been caused by Client.
- 3.3 The Client's Acceptance of the Software will be deemed to occur at the earlier occurring of (i) the Client's commencing Production Use of the Software or (ii) the expiration of 30 days from the Installation Date SAVE that if prior to Acceptance the Client provides notice to SE of any perceived Category 1 Error, which SE subsequently verifies, Client will have thirty (30) days from the date of SE's correction of such Category 1 Error to test the Software, and the period for Acceptance will be extended accordingly.

4 SOFTWARE LICENCE

- 4.1 SE grants the Client a non-exclusive and non-transferable Licence to allow the Business Units and Users to use the GUI Software in the Designated Environment to access the SE Hosted Software for the Client's Internal Business Purposes, provided that usage of the Software and access to the data processed thereby is restricted to Users, purpose and any location specified in an Order Form or otherwise agreed to in writing, such Licence to commence on the Installation Date and to terminate in accordance with this Agreement and the Order Form. In relation to the scope of use, for the purposes of this clause, the use of the Software shall be restricted to use of the Software in object code form for the purposes of processing the Client's data for the Client's Internal Business Purposes and shall not include allowing the use of the Software by, or for the benefit of, any person other than a User or use of the data processed for any other purpose other than specified. For clarity, unless expressly set out in an Order Form, the Licence shall only be for Internal Business Purposes.
- 4.2 The Client acknowledges that the Licence granted to it in clause 4.1 is specific to the Business Unit and Users as specified in the Order Form and agrees that it shall not:
- 4.2.1 make available or distribute all or part of the Software or Documentation to any third party or any Client personnel outside the Business Unit whether by assignment, sub-licence or by any other means;
 - 4.2.2 use the Software to perform services as a service provider or service bureau or other similar capacity or to otherwise use any portion of the Software, the Services, Metadata, Documentation, or any information provided by SE (including the use of the data processed or output by the Software or Services) to develop or provide services or products that compete with or are a functional substitute to the Software;
 - 4.2.3 allow or suffer any User subscription to be used by more than one individual User unless it has been reassigned in its entirety to another individual User, in which case the prior User shall no longer have any right to access or use the Software and/or Documentation;
 - 4.2.4 adapt, reverse engineer, decompile, disassemble, or modify, in whole or in part, any of the Software or Documentation, except as allowed by law;
 - 4.2.5 copy any of the Software except as allowed by law provided that any such copies of the Software will be subject to the terms of this Agreement;
 - 4.2.6 interrogate any database objects in the SE Hosted Software, unless explicitly permissioned in writing by SE;
 - 4.2.7 use the Software to operate in a time-sharing, outsourcing, or service bureau environment, or in any way allow third parties to use, or access the Software except as specifically provided herein;
 - 4.2.8 remove the Software from the Business Units without SE's prior written consent which consent shall not be unreasonably withheld;
 - 4.2.9 demonstrate the Software, or any part thereof, to any third party, or allow any third party to view the Software or any part thereof, except where strictly necessary in the ordinary course of the Client's business, and then

- only where the relevant third party is itself under a duty of confidentiality vis a vis the information disclosed;
or
- 4.2.10 conceal or remove any title, trademark, copyright, proprietary or restricted rights notices contained in the Software or Documentation.
- 4.3 In relation to the Users, the Client undertakes:
- 4.3.1 it shall maintain a written, up to date list of current Users and provide such list to SE within ten (10) Business Days of SE's request at any time;
- 4.3.2 it shall permit SE to monitor and audit the use of the Software in accordance with the terms of this Agreement including in order to establish the name and password of each User. Such audit may be conducted no more than twice annually, at SE's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Client's normal conduct of business;
- 4.3.3 if any of the audits referred to in clause 4.3.2 reveal that any password has been provided to any individual who is not a User or use of the Software in breach of this Agreement, then without prejudice to SE's other rights, the Client shall promptly disable such passwords and SE shall not issue any new passwords to any such individual or cease such use that is in breach of this Agreement; and
- 4.3.4 if any of the audits referred to in clause 4.3.2 reveal that the Client has underpaid invoiced Charges due and payable to SE, then without prejudice to SE's other rights, the Client shall pay to SE an amount equal to such underpayment as calculated in accordance with the prices set out herein within thirty (30) days from the date of written notice of such underpayment.
- 4.4 Except as may be set out in an Order Form, the GUI Software may only be installed, accessed and used on Client Equipment. Except as set out herein, the Client shall not copy or otherwise reproduce the Software.

5 SOFTWARE TRAINING

- 5.1 SE will provide the Client with the user training as may be set out in an Order Form. All training will be conducted during normal business hours on a date or dates to be mutually agreed between the parties in writing. Any additional training that Client requests and SE agrees to provide to the Client will be at SE's then standard rates for such training.
- 5.2 The Client acknowledges that the use of the Software requires that level of skill reasonably to be expected of a competent user of electronic equipment and software, and agrees that the Client will assess its own Users for that purpose.

6 SOFTWARE SUPPORT AND SERVICES

- 6.1 SE will provide Support Services during the Service Hours, which will consist of:
- 6.1.1 access to an error notification process as provided by SE from time to time;
- 6.1.2 remote dial-in diagnostic capability where authorised;
- 6.1.3 on-site response to the Client where necessary (except where the alleged Error relates to a desktop application, and that desktop is not situated on the same site as the relevant server);
- 6.1.4 provision of a workaround, if possible.
- 6.2 Upon receipt of a request from the Client for Support Services which SE determines cannot be provided through the use of an online or dial-in capability, SE will provide on-site Support Services (save in the circumstances set out in clause 6.1.3) as soon as is practicable following such request.
- 6.3 To the extent that on-site Support Services are provided, and the reported problem:
- 6.3.1 relates to an alleged Error which cannot be reproduced or verified by SE either remotely or on-site; or
- 6.3.2 does not constitute an Error,
- such services will be charged for separately, at SE's then standard rates for such support; provided that SE shall determine remotely, to the extent possible, whether such problem constitutes an Error prior to providing on-site Support Services.
- 6.4 If SE makes a Maintenance Release available to the Client for the purpose of correcting an Error in part of the Software and the Client does not implement such Maintenance Release within three (3) months from the date on which SE gave the Client written notice of its availability and made available any requested Services to implement such Maintenance Release, SE will not be liable under any circumstances (including by way of any indemnity) for any loss the Client may suffer to the extent caused by Client continuing to operate the Software which contains the Error.
- 6.5 In addition, SE may from time to time provide such other Services to the Client, including, but not limited to assisting the Client in the configuration of the Software, as mutually agreed and specified in one or more Order Forms, to be entered between the parties. Each Order Form may specify: (i) a description of the type and scope of the Services; (ii) the location where the Services are to be performed; (iii) the dates or periods during which such Services shall be performed; (iv) the Fees for the provision of the Services; and (v) such other terms and conditions as the parties may wish to include. Unless otherwise agreed: (i) the Services shall be performed on a time and material basis; (ii) all work product conceived, developed or provided to the Client in connection with the Services (excluding Client Information contained therein) shall be exclusively SE's property and shall be licensed hereunder subject to the same restrictions and limitations as the Software.

7 THE CLIENT'S RESPONSIBILITIES AND OBLIGATIONS

- 7.1 In order for the Software to provide the functionality set out herein the Client must make readable to SE the documents that are to be organised by the SE Hosted Software, as reasonably requested by SE and necessary to the functionality of the Software. Accordingly, from the Installation Date the Client shall make readable all such Client Information to SE as reasonably requested by SE and necessary to the functionality of the Software.
- 7.2 Subject to Section 2.2 hereof, the Client shall ensure that at the Installation Date it has in place and that it subsequently maintains in place the Designated Environment and any other electronic systems and permissions that are necessary to allow the Software to connect through the Client's VPN and firewalls to the Network Connection.
- 7.3 The Client will otherwise cooperate with SE and provide any reasonable and necessary assistance to allow SE to perform its obligations under this Agreement and the Software to operate in accordance with this Agreement, including, without limitation, the provision of the Support Services.
- 7.4 The Client is responsible for all internal connections within its system from the Software via the Client Equipment to the Network Connection and shall ensure such internal connections remain in place for the term of the Order Form in such a manner so as not to affect the performance of the Software; provided however, failure of the Client to maintain such internal connections shall not be considered a breach of this Agreement by the Client.
- 7.5 The Client is responsible for maintaining validation, error correction, back up and reconstruction of the Client Information.
- 7.6 The Client will:
 - 7.6.1 promptly notify SE of any Errors in accordance with the terms of this Agreement, including Section 3 hereof;
 - 7.6.2 provide sufficient information to SE to facilitate the effective diagnosis of any Error;
 - 7.6.3 permit SE to take such reasonable steps as SE reasonably considers necessary to remedy any Error;
 - 7.6.4 allow SE reasonable access to the Business Unit, the GUI Software and the links between the Software and the Network Connection;
 - 7.6.5 provide a safe and secure work environment at the Business Unit for SE's personnel performing Support Services; and
 - 7.6.6 provide all facilities reasonably necessary for SE to carry out its obligations under this Agreement including access to electricity, space at the Business Unit as necessary, appropriate Client staff and access to the Client's computer network (including the GUI Software).
- 7.7 The Client will not transmit or upload to the Software (including its hosted environment) any content, data or information that will violate any applicable law. The Client is solely responsible and liable for any unauthorized use of the Software conducted through or in connection with the access provided to the Client. The Client is responsible for its use of the Software and fully indemnifies SE against any unauthorized use of the Software or damage to the Software in connection with its use thereof.

8 THIRD PARTY PRODUCTS

- 8.1 Notwithstanding anything in this Agreement, the Software may contain Third Party Products which SE is licensed to distribute or use with such Software. If applicable, the terms and conditions under which such Third Party Product is distributed and licensed will be provided to the Client in writing by email or contained in such webpage as may be advised to the Client in writing by email from time to time. The inclusion of the Third Party Product in the Software does not grant, provide nor result in the Client having acquiring any rights whatsoever in such Third Party Product.
- 8.2 The Client agrees that any Open-Source Software and Third Party Products provided by SE (if any) is provided "as is" and expressly subject to the disclaimer set out in clause 13.4.

9 MAINTENANCE RELEASES, NEW MODULES AND PRODUCT OBSOLESCENCE

- 9.1 SE may periodically make Maintenance Releases available to the Client. SE will notify the Client of the nature and availability of a Maintenance Release. In the event the Client requires Services to install a Maintenance Release, there may be additional charges for installation of a Maintenance Release.
- 9.2 SE may periodically make New Modules available to the Client at SE's then current list price and these will be made available to the Client upon its written request. SE will notify the Client of the nature and availability of a New Module.
- 9.3 SE only supports the current release of the Software and its immediate predecessor. If during the term of an Order Form, SE offers the Client a new Maintenance Release, its obligation to provide Support Services for the existing version of the Software will expire upon the date Client is required to implement such Maintenance Release under Section 6.4 hereof.
- 9.4 SE may notify the Client with three (3) months' prior written notice that an entire Software product will be declared obsolete or withdrawn from sale. SE's obligation to provide Support Services for the Software it has declared obsolete or withdrawn from sale under this clause 9.4 will expire two (2) years from the date of the relevant notice.
- 9.5 The Client acknowledges and agrees that implementation of a Maintenance Release that relates to the Software may require the Client to upgrade its own systems at the Client's cost. Client shall have the right to terminate this Agreement with thirty (30) days' prior written notice if such Maintenance Release requires an upgrade to the Client's systems that materially exceed the costs reasonably practicable for Client to accommodate such Maintenance Release. Prior to Client providing the foregoing notice, Client will notify SE of its concerns and intention to do so and the parties will discuss in good faith and reasonably in order to find a reasonable resolution to such issue.

9.6 SE reserves the right to amend any database table or object as part of a Maintenance Release.

10 CHARGES AND PAYMENT

- 10.1 The Charges shall be subject to change by SE upon giving the Client no less than 90 days' prior written notice to the Client before the beginning of any subsequent renewal term; provided however that Charges shall not increase more than five percent (5%) per year.
- 10.2 All undisputed payments must be made in the currency designated in the Order Form and payable within 30 days from the date of invoice. Amounts remaining unpaid for more than 30 days from the date of the applicable invoice shall be subject to whichever is the lower of an additional charge of 1% per month or the highest rate permitted by law.
- 10.3 The Client will be responsible for all applicable business or similar taxes, withholding taxes or taxes payable with respect to the provision of the Software that would typically be required to be paid by Client, or arising out of or in connection with this Agreement, other than taxes based upon SE's income. If SE pays any such taxes on the Client's behalf the Client agrees to reimburse SE for such payment upon prior written notice of such taxes and SE's intent to so pay and be reimbursed.

11 PROPRIETARY RIGHTS AND TITLE

- 11.1 The Client acknowledges and agrees that all Intellectual Property Rights of whatever nature in the Software, Metadata Services, Support Services, Documentation and any releases (including Maintenance Releases and New Modules) and any information, materials or data contained therein or provided by SE shall belong to SE. Nothing in this Agreement should be construed as transferring such rights to the Client or any third party and the Client shall have no rights in or to the Software other than the right to use it in accordance with the terms of the licence granted.
- 11.2 The parties agree that the Services provided by SE shall not be constitute or otherwise be deemed a work for hire under any circumstances. Further, if by operation of law or otherwise title to any Intellectual Property Rights in the Services or other information, processes, enhancements, modifications, customizations or other derivative works thereof or related information become vested in the Client contrary to the parties' intention as stated, the Client shall do all that is necessary to ensure such Intellectual Property Rights are transferred to SE by providing all such assistance and executing all such documents as may be reasonably necessary to perfect such transfer. If by operation of law or otherwise title to any Intellectual Property Rights of the Client become vested in SE contrary to the parties' intention as stated, SE shall do all that is necessary to ensure such Intellectual Property Rights are transferred to Client by providing all such assistance and executing all such documents as may be reasonably necessary to perfect such transfer.
- 11.3 Subject to the confidentiality obligations in this Framework Agreement and the Client's Intellectual Property Rights, the Client agrees that SE may utilise the same know-how, techniques, methods, concepts, tools, software, personnel and expertise that are used or developed during the course of the Agreement to develop other products and services (including substantially similar products and services to those provided to the Client) for the Client or any third parties.
- 11.4 The Client shall own all right, title and interest in and to all of the Client Information and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Client Information. Nothing in this Agreement should be construed as transferring any of the Client Information or Client's own Intellectual Property Rights to SE.

12 CONFIDENTIALITY AND NON-SOLICITATION

- 12.1 Each party undertakes to hold Confidential Information in confidence and not, without the consent of the other, to disclose it to any third party and, in the case of the Client, not to permit any Client personnel outside the Business Unit to have access to it, nor to use it for any purpose other than as permitted by this Agreement.
- 12.2 This obligation of confidentiality will not apply to information that is generally available to the public through no act or omission of the receiving party, or becomes known to the receiving party through a third party with no obligation of confidentiality known to the receiving party, is independently developed by the receiving party or is required to be disclosed by law, court order or request by any government or regulatory authority, but only to the extent legally required; provided that (i) to the extent legally permissible, receiving party shall provide prompt and reasonable notice of any such legal requirement prior to disclosure so that the disclosing party has an opportunity to obtain a protective order or other relief and (ii) the receiving party shall exercise commercially reasonable efforts to ensure that the information will be treated as confidential.
- 12.3 This undertaking of confidentiality for Confidential Information will continue to be binding and shall survive the termination of this Agreement.
- 12.4 If and to the extent that any of SE's obligations under this Agreement are performed by a third party subcontractor, SE shall obligate such subcontractor (to the extent that it has access to Confidential Information) to observe and perform *mutatis mutandis* the provisions of this clause 12.
- 12.5 Upon the termination of this Agreement in its entirety or an Order Form, for any reason:
 - 12.5.1 each party will return or destroy at the instruction of the other party all Confidential Information belonging to the other party; and
 - 12.5.2 Client shall, and shall procure that its Users will, immediately discontinue use of the Software, Documentation and SE's Confidential Information, and within ten (10) days certify in writing that all copies, extracts or derivatives of the Software, Documentation and SE's Confidential Information, in whole or in part and in all

forms, have either been returned to SE or destroyed. Client shall reasonably cooperate with SE in connection with any request to verify compliance with this clause; provided that a receiving party may retain Confidential Information (but not copies or extracts or derivatives of the Software) for the minimum retention period required by applicable laws or as otherwise required pursuant to such party's document retention policy or automatic or electronic archival policy, provided that Confidential Information so retained shall remain subject to the confidentiality obligations hereunder for so long as retained.

12.6 Each party hereby undertakes to the other not to attempt to interfere with the existing business relations between such party and any of its employees.

12.6.1 At no time during the term of an Order Form or for twelve (12) months after the termination of the relevant Order Form or this Agreement for any reason will either party approach any employee of the other who during the prior twelve (12) months has had dealings with such party with a view to him or her ceasing to be employed by such or for the purpose of enticing away or employing him or her.

12.6.2 The terms of clause 12.6.1 shall not apply in the context of any employment post or contract for the supply of services that is the subject of a public advertisement by such party or a third party.

12.7 On expiry or termination of an Order Form or this Agreement for any reason SE shall delete to the extent practicable from its production servers all Client Information received from Client provided that SE may retain any data in accordance with any regulatory requirements or guidelines, provided that Confidential Information so retained shall remain subject to the confidentiality obligations hereunder for so long as retained.

12.8 The Client hereby consents to the use of its name by SE in its and its Subsidiary's publicly available client list and other advertising and promotional material, which consent may be withdrawn at any time.

12.9 The Client agrees that, pursuant to this Agreement and any Order Form, SE may receive information from Client about some or all of Users or other individuals. This information may include personal data such as names, company names, titles, work contact information, personal contact information, dates of birth, passport images and payment information ("**Personal Data**"). SE will handle all Personal Data in accordance with the terms of this Agreement, applicable law and its privacy and data protection policies. In order to provide the Software, Services or Documentation, SE may:

12.9.1 Use, collect, store, disclose and process the Personal Data in accordance with the relevant Order Form; and

12.9.2 Transfer the Personal Data inside of, and outside of, the European Economic Area in accordance with the relevant Order Form; in each case subject to the terms hereof.

12.10 Client represents and warrants that its Users and those individuals (i) for which they provide Personal Data to SE; or (ii) in circumstances where Client directs or instructs SE to process Personal Data of such individuals or SE obtains and/or process Personal Data of such individuals on Client's behalf; in each foregoing case have consented to the processing and transfer of their Personal Data as set out in this Agreement and relevant Order Form.

12.11 Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under this Section 12 may cause the other party irreparable harm for which monetary damages may not be an adequate remedy and that, in the event of such breach or threatened breach, the other Party will be entitled to seek equitable relief, including in a restraining order, an injunction, specific performance and any other relief that may be available from any court of competent jurisdiction, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

13 WARRANTIES

13.1 SE warrants to the Client that:

13.1.1 SE has the right to execute and perform its obligations under this Agreement and in particular to grant the Licence;

13.1.2 the Support Services will be performed in a competent manner in accordance with Good Industry Practice;

13.1.3 without prejudice to the generality of the foregoing, SE's entry into and performance of this Agreement does and will not result in the breach by SE of the terms of any agreement between SE and a third party or expose the Client to a claim that the Client has infringed any right of any third party, including without limitation any claim in relation to an infringement or misappropriation of intellectual property rights or infringement of any applicable law, regulation or industry code of practice.

13.2 The Client warrants to SE that (i) the Client has the right to execute and perform its obligations under this Agreement, including without limitation its obligation to make documents readable by the Software as detailed in clause 7.1; (ii) it will use the Software only for lawful purposes and/or in accordance with the terms of this Agreement; (iii) any Client Equipment used or any information (including Client Information) provided by the Client will not infringe the Intellectual Property Rights of any third party; and (iv) without prejudice to the generality of the foregoing, the Client's entry into and performance of this Agreement does and will not result in the breach by the Client of the terms of any agreement between the Client and a third party or expose SE to a claim that SE has infringed any right of any third party, including without limitation any claim in relation to an infringement or misappropriation of intellectual property rights or infringement of any applicable law, regulation or industry code of practice.

13.3 Each party hereby represents and warrants to the other party that

- 13.3.1 it has the full right, power and authority to execute, deliver and perform this Agreement and any Order Form in accordance with its terms;
 - 13.3.2 this Agreement and any Order Form has been duly executed and delivered by or on behalf of such party and constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms;
 - 13.3.3 no consent, approval, authorisation or order of any person or entity is required for the execution delivery or performance of this Agreement or any Order Form by such party, and neither the execution, delivery nor performance of this Agreement or any Order Form by such party will (i) conflict with, or result in a breach of, or constitute a default under, or result in a violation of, any organisational document of such party or any agreement or instrument to which such party is subject or by which it is bound, or (ii) result in the violation of any applicable law, rule or regulation to which such party is subject
- 13.4 THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY THE PARTIES. SE EXPRESSLY EXCLUDES ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING WARRANTIES OF ACCURACY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE IN RELATION TO THE SOFTWARE, SERVICES OR SUPPORT SERVICES, AND, IN RESPECT OF ANY DATA PROCESSED OR PRODUCED BY THE SOFTWARE, ITS ACCURACY, COMPLETENESS, TIMELINESS OR FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, SE DOES NOT WARRANT THAT THE SOFTWARE, SERVICES OR SUPPORT SERVICES WILL MEET THE CLIENT'S REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE, SERVICES OR SUPPORT SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL ERRORS OR DEFECTS IN THE SOFTWARE, SERVICES OR SUPPORT SERVICES CAN BE CORRECTED.

14 INDEMNITY

- 14.1 The Client shall indemnify SE and hold it harmless and at Client's expense defend SE against any claims, losses, demands costs or expenses (including reasonable legal fees) arising out of (i) any breach of warranty by the Client as set out in clause 13.2 or (ii) any use of the Software in breach of the terms of this Agreement.
- 14.2 SE shall indemnify the Client and hold it harmless against any third party claims that the Software, Services or Documentation infringe or misappropriate such third party's US or UK patent, trade secret, copyright or other such proprietary rights, and shall indemnify the Client for any damages awarded against the Client in any final judgment (after exhaustion of all appeals), provided that at any time in such circumstances SE may at its sole discretion and expense, and without prejudice to its indemnification obligations herein:
- 14.2.1 procure a licence permitting the Client to continue to use the Software or Documentation; or
 - 14.2.2 replace or modify the Software or Documentation so that it is no longer infringing; or
 - 14.2.3 if neither of 14.2.1 and 14.2.2 is commercially practicable, terminate this Agreement or the relevant Order Form and refund to the Client the pro-rata unused portion of the Charges paid in advance by SE for the period following such termination.
- 14.3 In no event shall SE, its employees, agents and sub-contractors be liable to the Client to the extent that the alleged infringement is based on:
- 14.3.1 a modification of the Software, Services or Documentation by anyone other than SE;
 - 14.3.2 the Client's use of the Software, Services or Documentation in a manner contrary to the instructions given to the Client by SE, including any failure to install or utilise any updates;
 - 14.3.3 the Client's use of the Software, Services or Documentation after notice of the alleged or actual infringement from SE or any appropriate authority; or
 - 14.3.4 the combination, operation or use of the Software, Services or Documentation with any software or documentation not provided by SE or operating system not supported by SE, so long as such infringement or misappropriation would not have occurred but for such combination, operation or use with such software or operating system.
- 14.4 The indemnified party shall provide timely notice of any claim which it seeks indemnification under the clauses 14.1 and 14.2 and shall cooperate with the indemnifying party in the defence thereof save that the indemnified party's failure to provide such notice will not excuse the indemnifying party from its indemnification obligations, except to the extent that the indemnifying party's ability to defend or settle the relevant claim is actually prejudiced by such failure. The indemnifying party shall have the right to control the defence of any such claim, provided that the indemnified party may participate in the proceedings at its own expense. The indemnifying party shall not enter into any settlement or compromise of such claim, or make any attribution of fault or wrongdoing to, or admission on behalf of, the indemnified party that would impose any liability or obligation upon the indemnified party without the indemnified party's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.
- 14.5 The foregoing clauses 14.2 and 14.3 state the Client's sole and exclusive rights and remedies, and SE's including SE's Affiliates', employees', agents' and sub-contractors' entire obligations and liability, for infringement of any Intellectual Property Rights including patent, copyright, trademark, database right or right of confidentiality.

15 LIMITATION OF LIABILITY

- 15.1 Nothing in this Agreement excludes either party's liability for (i) death or personal injury caused by that party's negligence or wilful default; (ii) fraud by that party on which the other party can be shown to have relied; (iii) a violation or misappropriation by a party of the other party's Intellectual Property Rights; and (iv) any other liability which by law cannot be excluded.
- 15.2 Neither party shall have any liability of whatever nature and, under any circumstances, whether arising in contract (including under any indemnity), tort (including negligence), under common law or statute or under any warranty (express or implied) or by way of indemnity for any indirect, consequential, special, punitive or other damages or losses of whatever nature insofar including loss of profits, business, reputation, anticipated savings, contracts or advantage whether direct or indirect (and in each case whether or not they have been advised in advance of the possibility of any such loss or damage), either arising directly or indirectly, from any breach of this Agreement.
- 15.3 The Client acknowledges and agrees that the Client Equipment, Designated Environment and Network Connection will use electronic systems and infrastructure that are neither owned nor controlled by SE and accordingly agrees that SE shall have no liability of whatever nature and whether arising in contract, tort (including negligence), under common law or statute or by way of indemnity for any direct or indirect, special, punitive or other damages or losses of whatever nature for any breach of this Agreement or use of the Software arising out of or in connection with the performance or failure of performance of such systems or infrastructure.
- 15.4 Subject to clauses 15.1 and 15.6, neither party's liability hereunder for damages of whatever nature and whether arising in contract, tort (including negligence) under common law, statute or otherwise shall exceed the aggregate Charges paid or payable to SE or its Affiliates in the twelve (12) months immediately preceding such claim.
- 15.5 SE shall have no liability whatsoever relating to:
- 15.5.1 any modifications, alterations of or additions to the Software performed by the Client or any third party without SE's express written approval; or
 - 15.5.2 the use of the Software by the Client in a configuration, design, in combination with or in a manner other than as set out in the Documentation or as approved by SE; or
 - 15.5.3 any action (other than in respect of an infringement of proprietary rights or a breach of confidentiality) brought by the Client under this Agreement that has not been made within two (2) years of the cause of action arising; or
 - 15.5.4 or any loss or corruption of data, software or database configuration, other than as caused by fraud or wilful default of SE, and the Client is responsible for keeping full back-up copies of its data, software and database configuration.
- 15.6 Nothing in this Framework Agreement or any Order Form will or purports to exclude or limit any liability of either party (or their Affiliates) for death or personal injury resulting from negligence, or for fraud or wilful misconduct. The limits on liability set out in clause 15.4 shall not apply in respect of:
- 15.6.1 a breach of the Intellectual Property Rights or confidentiality obligations of either party by the other party or its Affiliates;
 - 15.6.2 a breach of the license terms for the use of the Software by Client;
 - 15.6.3 each party's indemnity obligations; and
 - 15.6.4 Client's liability pursuant to clause 10 above.
- 15.7 In the event of any third party claims that the use of Software, Services or Documentation in accordance with this Agreement and relevant Order Form infringes or misappropriates such third party's US or UK patent, trade secret, copyright or other such proprietary rights, in such circumstances SE may at its sole discretion and expense:
- 15.7.1 procure a licence permitting the Client to continue to use the Software or Documentation; or
 - 15.7.2 replace or modify the Software or Documentation so that it is no longer infringing; or
 - 15.7.3 terminate this Agreement or the relevant Order Form and refund to the Client the pro-rata unused portion of the Charges paid in advance by SE for the period following such termination.

16 TERM AND TERMINATION

- 16.1 This Framework Agreement shall commence as of its date and continue in force for the term as set out in the Order Form or, if there is no Order Form in existence then either Party may terminate by giving the other at least 90 days' written notice of termination expiring on the first or any subsequent anniversary of this Agreement. If either party has commenced performance of its obligations prior to the date of execution of this Agreement upon written approval of the other party, the parties agree that this Agreement shall be deemed to have come into full force and effect on the date such performance commenced and to the extent any obligations hereunder have already been performed by either party, then such obligations shall for all purposes be deemed to have been performed in accordance with and subject to the provisions of this Agreement.
- 16.2 This Agreement or any Order Form shall automatically renew in respect of each Business Unit and User for any additional periods of time specified in the Order Form unless notification not to renew the term is received by either party in writing from the other at least 60 days prior to the end of the then current term, or as otherwise set forth in the Order Form.
- 16.3 This Agreement or any Order Form shall be terminated in accordance with the following provisions:

- 16.3.1 if either party is in material breach of this Agreement or an Order Form and, if such breach can be remedied, has failed to remedy the same within 30 days of written notification by the other party thereof that other party may forthwith terminate this Agreement or such Order Form without liability, and without prejudice to its rights in respect of such breach, SAVE that SE may at its sole option terminate this Agreement or an Order Form pursuant to this clause 16.3.1 by notice only with respect to such Business Units or named User as SE may deem necessary to ensure that no such further breaches occur. Where this Agreement or an Order Form is terminated in respect only of any particular Business or User, that Business Unit or User shall cease using the Software and Documentation forthwith;
 - 16.3.2 if either party shall convene a meeting of its creditors, or is unable to pay its debts, or if a liquidator, receiver, administrative receiver, administrator, or similar office is appointed in respect of all or any part of its business or assets, the other party may terminate this Agreement forthwith without liability; or
 - 16.3.3 by either party in accordance with clause 17.1.
- 16.4 Upon termination of this Agreement (whether in its entirety or with respect to any particular Business Unit), (i) SE shall have the right to immediately terminate the Network Connection (if any), provision of Software, Documentation, support services and any services or materials, and (ii) the Client will immediately cease using the Software, Documentation and any information or materials provided and promptly permanently delete (including erasing) and destroy all copies of the Software, Documentation and any information or materials provided, within fifteen (15) days of termination or expiration of this Agreement. The Client will permanently delete and expunge all copies of the Software, Documentation and any information or materials provided residing in memory on any computer systems (including without limitation desktops, laptops, networks, cloud environment etc), any other form of systems or any other form or storage medium and destroy all hard copies of the Software, Documentation and any information or materials provided. The Client shall ensure that all applicable Affiliates, Business Unit(s), User(s), customers or third parties shall comply with the foregoing. The Client will, within thirty (30) days from the effective date of the termination, certify in writing by an officer or director of the Client that all copies of the Software, Documentation and any information or materials provided residing in memory on any computer systems (including without limitation desktops, laptops, networks, cloud environment etc), any other form of systems or any other form or storage medium have been deleted or destroyed. For clarity, the provisions of this Section 16.4 as with regards to Documentation and SE's Confidential Information shall be subject to the provisions of Section 12 hereof.

17 FORCE MAJEURE

- 17.1 Neither party shall be deemed to be in breach of this Agreement or otherwise liable to the other as a result of any delay or failure in the performance of its obligations under this Agreement if and to the extent that such delay or failure is caused by force majeure (as defined in clause 17.2) and the time for performance of the relevant obligation(s) shall be extended accordingly, save that if performance is unable to be resumed as a result of the force majeure for a period of four (4) months following the force majeure, the other party may at its discretion terminate this Agreement effective upon ten (10) Business Days' written notice without liability.
- 17.2 For the purposes of this clause 17, "**force majeure**" means any circumstances not foreseeable at the date of this Agreement and not within the reasonable control of the party concerned including, without limitation:
 - 17.2.1 any strike, lockout or other industrial action, or any shortage of or difficulty in obtaining labour, fuel, raw materials or components;
 - 17.2.2 any destruction, temporary or permanent breakdown, malfunction or damage of or to any premises, plant, equipment (including computer systems) or materials;
 - 17.2.3 any breach of contract, default or insolvency by or of any third party, other than a company in the same group as the party affected by the force majeure, or any employee or officer of that party or company;
 - 17.2.4 any action taken by a governmental or public authority of any kind, including, without limitation, imposing an embargo, export or import restriction, rationing, quota or other restriction or prohibition;
 - 17.2.5 any civil commotion or disorder, riot, invasion, war, threat or preparation for war;
 - 17.2.6 any accident, fire, or explosion (other than, in each case, one caused by a breach of contract by or assistance of the party concerned) storm, flood, earthquake, subsidence, epidemic or other natural disaster.
- 17.3 A party whose performance of its obligations under this Agreement is delayed or prevented by force majeure:
 - 17.3.1 shall forthwith notify the other party of the nature extent, effect and likely duration of the circumstances constituting the force majeure;
 - 17.3.2 shall use all reasonable endeavours to minimise the effect of the force majeure on its performance of its obligations under this Agreement including the making of any alternative arrangements for resuming the performance of its obligations which may be practicable without incurring additional expense; and
 - 17.3.3 shall, forthwith after the cessation of the force majeure, notify the other party thereof and resume full performance of its obligations under this Agreement.

18 GENERAL

- 18.1 This Agreement sets out the entire understanding between the parties relating to this Agreement and any Order Form and replaces all prior representations, proposals, understandings and other agreements, oral and written between the parties relating to the subject matter of this Agreement.
- 18.2 Each party acknowledges that it has not been induced to enter into this Agreement or any Order Form by any representation or warranty other than those contained in this Agreement and any Order Form, and, having negotiated and freely entered into this Agreement and any Order Form, agrees that it shall have no remedy in respect of any such representation or warranty except in case of fraud.
- 18.3 If any part of this Agreement that is not fundamental is found to be illegal or unenforceable, this will not affect the validity or enforceability of the remainder of this Agreement.
- 18.4 Without prejudice to the provisions of the Licence grant in clause 4, neither party may assign any right or obligation under this Agreement without the prior written consent of the other, such consent not to be unreasonably withheld. SE reserves the right to perform any of its obligations under this Agreement or any Order Form through a sub-contractor but SE shall remain the prime contractor under the terms of this Agreement. SE shall be entitled to assign, delegate or transfer or novate this Agreement or any Order Form or any part thereto to its Affiliates.
- 18.5 If either of the parties delays or fails to exercise any right or remedy under this Agreement, that party will not be deemed to have waived that right or remedy.
- 18.6 Any notice to be given under this Agreement may be delivered by hand delivery, registered mail (or the equivalent in the country where the notice is delivered), email or facsimile. Either party may change the person, address and facsimile number that notices are to be delivered to, by giving notice to the other party in accordance with clause 18.6. Notices given:
- 18.6.1 by hand delivery or registered mail will be addressed to SE and the Client at the respective addresses set out in this Agreement or an Order Form; or
- 18.6.2 by facsimile will be addressed to those persons at the numbers set out in this Agreement or an Order Form.
- 18.7 During the term of this Agreement and twelve (12) months thereafter: (i) the Client shall permit SE (or a representative of SE), on reasonable notice, and at all reasonable times, to attend the offices of Client and/or to inspect the relevant books, records and equipment of the Client to verify Client's: (a) compliance with the terms of this Agreement and/or any relevant Order Form and (b) physical and technical environment as it relates to the receipt, maintenance, use and retention of the Software or any other information or materials provided by SE. In conducting any such audit SE shall use its reasonable endeavours to limit, as far as practicable, material disruption to the normal business activities of Client; and (ii) SE may also request, but no more often than one time per calendar year, that Client completes an audit questionnaire and return responsive documents relating to use of the Software, Documentation or Services, as applicable, by Client or its Users in lieu of conducting an onsite audit. Client's failure to respond to such questionnaire and/or to provide responsive documents shall be deemed a material breach of this Agreement. If any audit or test referenced above uncovers deficiencies in Client's information security controls that impacts the security of the Software, Documentation or Services, the Client shall promptly address and remediate such identified deficiencies.
- 18.8 Any provision of this Agreement or an Addendum which contemplates performance or observance subsequent to any termination or expiration of this Agreement or an Addendum will survive, in respect of such termination or expiration and continue in full force and effect, including, but not limited to Clauses 10.2, 10.3, 11, 12, 13, 14, 15, 16.3, 16.4 and 18 will survive the termination of this Agreement for any reason.
- 18.9 This Agreement may only be amended by the parties in writing, signed by duly authorized representatives of the parties.
- 18.10 This Agreement creates no third party beneficiary rights for any third party, and the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement. No third party beneficiary consent is required for any amendments or rescission of this Agreement.
- 18.11 No agency, partnership, joint venture or employment relationship shall be created or inferred between the parties by the existence or performance of this Agreement, and neither party shall have any authority to bind the other in any respect whatsoever.
- 18.12 Pursuant to Article 6 of the 1980 United Nations Convention on Contracts for the International Sale of Goods, the parties agree that the Conventions will not apply to this Agreement.
- 18.13 If a dispute arises between the parties in relation to this Agreement then prior to pursuing any legal rights in court the aggrieved party must provide written notification of the problem to a director of the other party. Both parties shall then convene a meeting within 14 days of the notice and in good faith amicably resolve the dispute within 14 days of such meeting. If no meeting is held within the 14 days or no mutual resolution is concluded within 14 days of such meeting, then the remaining provisions apply. Notwithstanding, either party may institute any proceedings during this period to preserve and protect its rights. This Agreement and any Order Form 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. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement, the Order Form or its subject matter or formation (including non-contractual disputes or claims).