

TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

1. Interpretation

The definitions and rules of interpretation in this condition apply in these terms and conditions.

1.1 Definitions:

Business Day	a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
Business Hours	the period from 9.00 am to 5.00 pm on any Business Day.
Confidential Information	has the meaning given in condition Confidentiality and Supplier's property (Confidentiality).
Contract	the contract between the Customer and the Supplier for the provision of Services in accordance with the Fee Proposal and these conditions.
Customer	the person, firm or company who purchases Services from the Supplier.
Customer's Project Manager	the Customer's manager for the Project appointed in accordance with condition co-operate with the Supplier in all matters relating to the Project and appoint the Customer's Project Manager, who shall have the authority to

	contractually bind the Customer on matters relating to the Project;.
Deliverables	all products and materials developed by the Supplier in relation to the Project in any media, including computer programs, software code, data, diagrams, reports and specifications (including drafts).
Fee Proposal	the details describing the Project and setting out the estimated timetable (including Project Timescales) and the charges for the provision of the Services by the Supplier in accordance with the Contract and signed by the Customer.
Intellectual Property Rights	patents, rights to inventions, copyright and related rights, trade marks, trade names, rights in domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered, and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Pre-existing Materials	materials which existed before the commencement of the Project.
Project	the requirements as described in the Fee Proposal.
Project Timescales	a date by which a part of the Project is estimated to be completed, as set out in the Fee Proposal.
Services	the scope of work as set out in the Fee Proposal to be provided by the Supplier under the Contract.
Supplier	Parallel Data Intelligence Limited.
Supplier's Project Manager	the Supplier's manager for the Project, appointed in accordance with condition The Supplier shall appoint the Supplier's Project Manager who shall have authority to contractually bind the Supplier on all matters relating to the Project. The Supplier shall use reasonable endeavours to ensure that the same person acts as the Supplier's Project Manager throughout the Project, but may replace that person from time to time where reasonably necessary in the interests of the Supplier's business..
VAT	value added tax imposed by the Value Added Tax Act 1994 chargeable in the UK. tax.
1.2	Condition, Schedule and paragraph headings shall not affect the interpretation of the Contract.
1.3	A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

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- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 A reference to writing or written includes faxes and email.
- 1.9 Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

Application of conditions

- 1.10 These conditions shall:
 - 1.10.a apply to and be incorporated in the Contract; and
 - 1.10.b prevail over any inconsistent terms or conditions contained in, or referred to in, the Customer's purchase order, confirmation of order, or specification, or implied by law, trade custom, practice or course of dealing.
- 1.11 No addition to, variation of, exclusion or attempted exclusion of any term of the Contract shall be binding on the Supplier unless in writing and signed by a duly authorised representative of the Supplier.

Supplier's obligations

- 1.12 The Supplier shall use reasonable endeavours to manage and complete the Project, and to deliver the Deliverables to the Customer, in accordance in all material respects with the Fee Proposal.
- 1.13 The Supplier shall use reasonable endeavours to meet the performance dates specified in the Fee Proposal, but any such dates shall be estimates only and time shall not be of the essence of the Contract.

- 1.14 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.
- 1.15 In supplying the Services, the Supplier shall use reasonable endeavours to perform the Services in accordance with the service description set out in the Fee Proposal.
- 1.16 The Supplier shall appoint the Supplier's Project Manager who shall have authority to contractually bind the Supplier on all matters relating to the Project. The Supplier shall use reasonable endeavours to ensure that the same person acts as the Supplier's Project Manager throughout the Project, but may replace that person from time to time where reasonably necessary in the interests of the Supplier's business.

Customer's obligations

- 1.17 The Customer shall:
 - 1.17.a co-operate with the Supplier in all matters relating to the Project and appoint the Customer's Project Manager, who shall have the authority to contractually bind the Customer on matters relating to the Project;
 - 1.17.b provide in a timely manner such access to the Customer's data, as is requested by the Supplier; and
 - 1.17.c provide in a timely manner such information as the Supplier may request, and ensure that such information is accurate in all material respects.
- 1.18 If the Supplier's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer or the Customer's agents, subcontractors or employees, the Customer shall in all circumstances be liable to pay to the Supplier on demand all reasonable costs, charges or losses sustained or incurred by it, subject to the Supplier confirming such costs, charges and losses to the Customer in writing. Such losses shall include, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property, injury to or death of any person and loss of opportunity to deploy resources elsewhere.
- 1.19 The Customer shall not, without the prior written consent of the Supplier, at any time from the date of the Contract to the expiry of six months after the completion of the Services, solicit or entice away from the Supplier or employ or attempt to employ any person who is, or has been, engaged as an employee or subcontractor of the Supplier. The Customer shall not be

in breach of this condition **Error! Not a valid bookmark self-reference.** if it hires an employee or subcontractor of the Supplier as a result of a recruitment campaign not specifically targeted to any employees or subcontractors of the Supplier.

- 1.20 Any consent given by the Supplier in accordance with condition The Customer shall not, without the prior written consent of the Supplier, at any time from the date of the Contract to the expiry of six months after the completion of the Services, solicit or entice away from the Supplier or employ or attempt to employ any person who is, or has been, engaged as an employee or subcontractor of the Supplier. The Customer shall not be in breach of this condition **Error! Not a valid bookmark self-reference.** if it hires an employee or subcontractor of the Supplier as a result of a recruitment campaign not specifically targeted to any employees or subcontractors of the Supplier. shall be subject to the Customer paying to the Supplier on demand a sum equivalent to 20% of the then current annual remuneration of the Supplier's employee or subcontractor or, if higher, 20% of the annual remuneration to be paid by the Customer to such employee or subcontractor.
- 1.21 To access certain features of the Supplier's Services, the Customer may be required to register for an account. The Customer shall provide accurate, current and complete information during the registration process and shall update such information to keep it accurate, current and complete.
- 1.22 The Customer shall not access, store, distribute or transmit any viruses, or any material during the course of its use of the Services that:
- 1.22.a is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - 1.22.b facilitates illegal activity;
 - 1.22.c depicts sexually explicit images;
 - 1.22.d promotes unlawful violence;
 - 1.22.e is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - 1.22.f is otherwise illegal or causes damage or injury to any person or property;

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

1.23 The Customer shall not:

1.23.a attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Deliverables (as applicable) in any form or media or by any means; or

1.23.b attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Deliverables; or

1.23.c access all or any part of the Services in order to build a product or service which competes with the Services;

1.23.d use the Deliverables to provide services to third parties;

1.23.e misuse the Deliverables by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful;

1.23.f attempt to gain unauthorised access to the Deliverables, the server on which the Deliverables are stored or any server, computer or database connected to the Deliverables or Services;

1.23.g introduce or permit the introduction of, any virus into the Supplier's network and information systems.

1.24 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, its account and in the event of any such unauthorised access or use, promptly notify the Supplier.

Change control

1.25 The Customer's Project Manager and the Supplier's Project Manager shall meet at the frequency set out in the Fee Proposal to discuss matters relating to the Project. If either party wishes to change the scope of the Services, it shall submit details of the requested change to the other in writing. The Supplier shall record the requested change on a change control tracker.

- 1.26 If either party requests a change to the scope or execution of the Services, the Supplier shall, within a reasonable time, provide a written estimate to the Customer of:
- 1.26.a the likely time required to implement the change;
 - 1.26.b any variations to the Supplier's charges arising from the change;
 - 1.26.c the likely effect of the change on the Fee Proposal; and
 - 1.26.d any other impact of the change on the terms of the Contract.
- 1.27 If the Supplier requests a change to the scope of the Services, the Customer shall not unreasonably withhold or delay consent to it.
- 1.28 If the Customer wishes the Supplier to proceed with the change, the Supplier has no obligation to do so unless and until the parties have agreed in writing on the necessary variations to its charges, the Fee Proposal and any other relevant terms of the Contract to take account of the change.

Charges and payment

- 1.29 The estimate of the charges for the Services shall be the amount set out in the Fee Proposal. If the estimated fees are to be paid to the Supplier in instalments as set out in the Fee Proposal on its achieving the corresponding Project Timescales. On achieving a Project Timescales, the Supplier shall (subject to condition All payments made by the Customer under the Contract are exclusive of VAT. The Supplier shall provide the Customer with a valid VAT invoice.) invoice the Customer for the charges that are then payable, together with expenses and the costs of materials, calculated as provided in condition Any estimate of the charges contained in the Fee Proposal excludes the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the project team in connection with the Services, and the cost of any materials or services reasonably and properly provided by third parties required by the Supplier for the supply of the Services. Such expenses, materials and third party services shall be invoiced by the Supplier at cost..
- 1.30 Any change to the estimated charged set out in the Fee Proposal shall be agreed in accordance with clause Change control (Change control).
- 1.31 Any estimate of the charges contained in the Fee Proposal excludes the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the project team in connection with the Services, and the cost of any materials or services reasonably and

properly provided by third parties required by the Supplier for the supply of the Services. Such expenses, materials and third party services shall be invoiced by the Supplier at cost.

- 1.32 All payments made by the Customer under the Contract are exclusive of VAT. The Supplier shall provide the Customer with a valid VAT invoice.
- 1.33 Without prejudice to any other right or remedy that the Supplier may have, if the Customer fails to pay the Supplier on the due date the Supplier may:
 - 1.33.a charge interest on such sum from the due date for payment at the annual rate of 3% over the then current base lending rate of the Supplier's bankers in the UK from time to time, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment; and
 - 1.33.b suspend all Services until payment has been made in full.
- 1.34 Time for payment shall be of the essence of the Contract.
- 1.35 The Customer shall pay each invoice submitted to it by the Supplier in full, and in cleared funds, within 30 days of receipt.
- 1.36 All payments payable to the Supplier under the Contract shall become due immediately on termination of the Contract, despite any other provision. This condition is without prejudice to any right to claim for interest under the law, or any such right under the Contract.
- 1.37 All amounts due under the Contract shall be paid by the Customer to the Supplier in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). The Supplier may, without prejudice to any other rights it may have, set off any liability of the Customer to the Supplier against any liability of the Supplier to the Customer.

Intellectual Property Rights

- 1.38 All Intellectual Property Rights and all other rights in the Deliverables shall be owned by the Supplier or the relevant third party owners (as the case may be). The Supplier licences all such rights to the Customer free of charge and on a non-exclusive, non-transferable and worldwide basis to such extent as is necessary to enable the Customer to make reasonable use of the Deliverables and the Services as is envisaged by the parties. Any third party software shall be deemed to be incorporated within the Deliverables for the purposes of this clause and use of any third party software shall be subject to an additional terms imposed by the third party

owner. If the Supplier terminates the Contract under condition Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate the Contract without liability to the other if; this licence will automatically terminate.

- 1.39 The Customer acknowledges that the Customer's use of rights in Pre-existing Materials is conditional on the Supplier obtaining a written end-user licence (or sub-licence) of such rights from the relevant licensor or licensors on such terms as will entitle the Supplier to license such rights to the Customer.

Confidentiality and Supplier's property

- 1.40 Confidential Information means all confidential information (however recorded or preserved) disclosed by a party or its Representatives (as defined below) to the other party and that party's Representatives whether before or after the date of the Fee Proposal in connection with Project as set out in the Fee Proposal, including but not limited to:

1.40.a the existence and terms of the Contract or any agreement entered into in connection with the Contract;

1.40.b any information that would be regarded as confidential by a reasonable business person relating to:

(a) the business, assets, affairs, customers, clients, suppliers, or plans, intentions, or market opportunities of the disclosing party; and

(b) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party;

1.40.c any information developed by the parties in the course of carrying out the Contract; and

1.40.d any information detailed in the Fee Proposal.

Representatives means, in relation to a party, its employees, officers, contractors, subcontractors, representatives and advisers.

- 1.41 The provisions of this clause shall not apply to any Confidential Information that:

1.41.a is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);

- 1.41.b was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
 - 1.41.c was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; or
 - 1.41.d the parties agree in writing is not confidential or may be disclosed; or
 - 1.41.e is developed by or for the receiving party independently of the information disclosed by the disclosing party.
- 1.42 Each party shall keep the other party's Confidential Information secret and confidential and shall not:
 - 1.42.a use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with Services set out in the Fee Proposal (Permitted Purpose); or
 - 1.42.b disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this condition Confidentiality and Supplier's property .
- 1.43 A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:
 - 1.43.a it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
 - 1.43.b at all times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this clause.
- 1.44 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 9.5, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

- 1.45 A party may, provided that it has reasonable grounds to believe that the other party is involved in activity that may constitute a criminal offence under the Bribery Act 2010, disclose Confidential Information to the Serious Fraud Office without first informing the other party of such disclosure.
- 1.46 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this clause are granted to the other party, or to be implied from the Contract.
- 1.47 On termination or expiry of the Contract, each party shall:
- 1.47.a destroy or return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information;
 - 1.47.b erase all the other party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable); and
 - 1.47.c certify in writing to the other party that it has complied with the requirements of this clause, provided that a recipient party may retain documents and materials containing, reflecting, incorporating or based on the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this clause shall continue to apply to any such documents and materials retained by a recipient party, subject to clause Termination (Termination).
- 1.48 Except as expressly stated in the Contract, no party makes any express or implied warranty or representation concerning its Confidential Information.
- 1.49 The provisions of this clause 9 shall continue to apply after termination or expiry of the Contract.

Limitation of liability

- 1.50 The following provisions set out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Customer in respect of:

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- 1.50.a any breach of the Contract however arising;
 - 1.50.b any use made by the Customer of the Services, the Deliverables or any part of them; and
 - 1.50.c any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with the Contract.
- 1.51 All warranties, conditions and other terms implied by statute or common law are, to the greatest extent permitted by law, excluded from the Contract.
- 1.52 Nothing in these conditions excludes the liability of the Supplier:
- 1.52.a for death or personal injury caused by the Supplier's negligence; or
 - 1.52.b for fraud or fraudulent misrepresentation.
- 1.53 Subject to condition All warranties, conditions and other terms implied by statute or common law are, to the greatest extent permitted by law, excluded from the Contract. and condition Nothing in these conditions excludes the liability of the Supplier::
- 1.53.a the Supplier shall not in any circumstances be liable, whether in tort (including for negligence or breach of statutory duty however arising), contract, misrepresentation (whether innocent or negligent) or otherwise for:
 - (a) loss of profits; or
 - (b) loss of business; or
 - (c) depletion of goodwill or similar losses; or
 - (d) loss of anticipated savings; or
 - (e) loss of goods; or
 - (f) loss of contract; or
 - (g) loss of use; or
 - (h) wasted expenditure; or
 - (i) loss or corruption of data or information; or
 - (j) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

- 1.53.b the Supplier's total liability in contract, tort (including negligence or breach of statutory duty however arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to an amount equal to the price paid for the Services.

Termination

- 1.54 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate the Contract without liability to the other if:
- 1.54.a the other party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
 - 1.54.b the other party commits a material breach of any other term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
 - 1.54.c the other party repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;
 - 1.54.d the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - 1.54.e the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - 1.54.f the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
 - 1.54.g a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole

purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

- 1.54.h an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);
- 1.54.i the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- 1.54.j a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- 1.54.k a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- 1.54.l any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in condition the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; to condition a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days; (inclusive);
- 1.54.m the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy; or
- 1.54.n there is a change of control of the other party (within the meaning of section 1124 of the Corporation Tax Act 2010).

- 1.55 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract immediately on giving not less than 30 days' written notice to the Customer.
- 1.56 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.
- 1.57 On termination or expiry of the Contract:
- 1.57.a the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;
 - 1.57.b with the exception of software and software code, the Supplier shall deliver to the Customer all Deliverables whether or not then complete and return to the Customer all Confidential Information. Software and software code is subject to a licence only and can only be provided to the Supplier under licence if it is in a useable form (as determined by the Supplier) and if agreed in writing by the Supplier at the outset of the Contract.
- 1.58 Termination of the Contract shall 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 Contract which existed at or before the date of termination.

Force majeure

Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 12weeks, the

party not affected may terminate the Contract by giving 14 days' written notice to the affected party.

Waiver

- 1.59 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 1.60 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

Rights and remedies

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

Severance

- 1.61 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract.
- 1.62 If any provision or part-provision of the Contract is deemed deleted under condition If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract., the parties shall negotiate in good faith to amend such provision so that, to the greatest extent possible, the amended provision achieves the intended commercial result of the original provision.

Entire agreement

- 1.63 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.
- 1.64 Each party acknowledges that, in entering into the Contract, it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the contract.

- 1.65 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 1.66 Nothing in this clause shall limit or exclude any liability for fraud.

Assignment

- 1.67 The Supplier 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 Contract, provided that it gives prior written notice of such dealing to the Customer.
- 1.68 The Customer shall 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 Contract.

No partnership or agency

Nothing in the Contract is intended to or shall operate to create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

Third party rights

The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

Notices

- 1.69 Any notice given to a party under or in connection with this contract shall be in writing and shall be:
- 1.69.a delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - 1.69.b sent by email.
- 1.70 Any notice shall be deemed to have been received:
- 1.70.a if delivered by hand, at the time the notice is left at the proper address;

1.70.b if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

1.70.c if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

1.71 This condition does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

Governing law

The Contract and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and interpreted in accordance with the law of England and Wales.

Jurisdiction

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



PARALLEL DATA INTELLIGENCE LIMITED

STRATA SUBSCRIPTION TERMS AND CONDITIONS

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Authorised Users	Authorised Users are users who have access to Strata on an agreed subscription. All Authorised Users will be required to sign up to the Strata End User Licence Agreement when accessing the system.
Business Day	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
Confidential Information	information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 10.1
Customer	the company as set out in the attached Strata subscription agreement.
Customer Data	the data inputted by Parallel on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.
Effective Date	the date Parallel first creates the subscription following receipt of a purchase order or written instructions from the Customer.
Subscription Term	The subscription period stated in the subscription agreement, effective from the date Strata access is provided to the customer.
Normal Business Hours	9.00am to 5.00 pm local UK time, each Business Day.
Services	the subscription services provided by Parallel to the Customer under this contract agreement via https://stratasoftware.net or any other website notified to the Customer by Parallel from time to

time together with any other services set out in the subscription agreement attached.

Software	the online software Strata application provided by Parallel as part of the Services.
Subscription Fees	the fees payable by the Customer to Parallel for the Strata Subscription, as set out in the subscription agreement attached.
Strata Subscription	the subscription purchased by the Customer pursuant to clause 8.1 which entitles the Authorised Users to access and use the Services in accordance with this agreement.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.4 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.
- 1.5 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.
- 1.6 A reference to writing or written includes email.
2. Strata Subscription
 - 2.1 Parallel grants to the Customer a non-exclusive, non-transferable right and subscription, to permit Authorised Users to use the Services during the Subscription Term solely for the Customer's internal business operations.
 - 2.2 The number of Authorised Users should not exceed the agreed number of Authorised Users stated in the subscription agreement. Parallel reserves the right to limit the number of Authorised User's for a subscription if necessary.
 - 2.3 The Customer is responsible for configuring its information technology, computer programmes and platform in order to access the Software.
 - 2.4 The Customer is responsible for providing its own appropriate and robust anti-malware and anti-virus protection software and ensuring appropriate cyber security provision in its information technology environment.
 - 2.5 In relation to the Authorised Users, the Customer undertakes that:

- 2.5.a the information provided by its Authorised Users will be complete and accurate;
 - 2.5.b the Subscription Fee paid for the Strata Subscription is based on organisation type and Authorised Users required, unless agreed otherwise.
 - 2.5.c each Authorised User shall keep a secure password for their use of the Services, Parallel recommends that such password should be changed at least every 6 months and that each Authorised User shall keep their password confidential;
 - 2.5.d it shall maintain a written, up to date list of current Authorised Users and provide such list to Parallel within 5 Business Days of Parallel's written request at any time or times;
 - 2.5.e it shall permit Parallel or Parallel's designated auditor to audit the Services in order to establish the name and password of each Authorised User to audit compliance with this agreement. Each such audit may be conducted no more than once per quarter, at Parallel's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business;
 - 2.5.f if any of the audits referred to in clause 2.5.5 reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to Parallel's other rights, the Customer shall promptly disable such passwords and Parallel shall not issue any new passwords to any such individual; and
 - 2.5.g if any of the audits referred to in clause 2.5.5 reveal that the Customer has underpaid Subscription Fees to Parallel, then without prejudice to Parallel's other rights, the Customer shall pay to Parallel an amount equal to such underpayment as calculated in accordance with the prices set out in the subscription agreement.
- 2.6 The Customer shall not access, store, distribute or transmit any viruses, or any material during the course of its use of the Services that:
 - 2.6.a is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - 2.6.b facilitates illegal activity;
 - 2.6.c depicts sexually explicit images;
 - 2.6.d promotes unlawful violence;

2.6.e is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

2.6.f is otherwise illegal or causes damage or injury to any person or property;

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

2.7 The Customer shall not:

2.7.a except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this agreement:

(a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software (as applicable) in any form or media or by any means; or

(b) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

2.7.b access all or any part of the Services in order to build a product or service which competes with the Services;

2.7.c use the Services to provide direct third-party access to the Services;

2.7.d subject to clause 20.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except the Authorised Users,

2.7.e attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided under this clause 2;

2.7.f misuse the Services by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful;

2.7.g attempt to gain unauthorised access to the Services, the server on which the Software is stored or any server, computer or database connected to the Software or Services;

2.7.h attack the Software via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, the Customer would commit a criminal offence under the Computer Misuse Act 1990. The Customer will report any such breach to the relevant law



enforcement authorities and co-operate with those authorities by disclosing relevant identities to them. In the event of such a breach, this agreement or access of certain Authorised Users may be ceased immediately; or

- 2.7.i introduce or permit the introduction of, any virus into Parallel's network and information systems.
- 2.8 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, promptly notify Parallel.
- 2.9 The Customer shall keep their Strata log-on details secure and must not share them with any other individual as they are for personal use only.
- 2.10 The rights provided under this clause 2 are granted to the Customer only, and shall not be considered granted to any other Trust.
- 3. Services
 - 3.1 Parallel shall, during the Subscription Term, provide the Services to the Customer on and subject to the terms of this agreement.
 - 3.2 Parallel shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:
 - 3.2.a planned maintenance outside of or within Normal Business Hours where Authorised Users will be notified at least 48 hours in advance of any expected interruptions; and
 - 3.2.b unscheduled maintenance required outside of or within Normal Business Hours where Authorised Users will be informed of any expected interruption.
 - 3.3 Parallel will, as part of the Services provide the Customer with Parallel's standard customer support services via a helpdesk during Normal Business Hours.
- 4. Data protection
 - 4.1 Both parties will comply with all applicable requirements of the Data Protection Laws. For the avoidance of doubt Data Protection Laws means the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.
 - 4.2 The parties will, if it becomes necessary or appropriate to do so, use reasonable endeavours to enter into a data processing agreement should either party commence processing of personal data on behalf of the other party.

- 4.3 The personal data of Authorised Users will be handled by Parallel in accordance with Parallel's privacy policy and Strata End User Licence Agreement.

5. Third party providers

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

6. Parallel's obligations

- 6.1 Parallel undertakes that the Services will be performed with reasonable skill and care.

- 6.2 The undertaking at clause 6.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Parallel's instructions, or modification or alteration of the Services by any party other than Parallel or Parallel's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Parallel will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 6.1.

6.3 Parallel:

- 6.3.a does not warrant that:

- (a) the Customer's use of the Services will be uninterrupted or error-free; or
- (b) that the Services and/or the information obtained by the Customer through the Services will meet the Customer's requirements; or

- (c) the Software or the Services will be free from viruses; and
 - (d) not be responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 6.4 This agreement shall not prevent Parallel from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this agreement.
- 6.5 Parallel warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.
- 6.6 In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against Parallel shall be for Parallel to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Parallel. Parallel shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by Parallel to perform services related to Customer Data maintenance and back-up for which it shall remain fully liable).
- 7. Customer's obligations
 - 7.1 The Customer shall:
 - 7.1.a provide Parallel with:
 - (a) all necessary co-operation in relation to this agreement; and
 - (b) all necessary access to such information as may be required by Parallel;

in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;
 - 7.1.b without affecting its other obligations under this agreement, comply with all applicable laws and regulations with respect to its activities under this agreement;
 - 7.1.c carry out all other Customer responsibilities set out in this agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties,



Parallel may adjust any agreed timetable or delivery schedule as reasonably necessary;

- 7.1.d ensure that the Authorised Users use the Services in accordance with the terms and conditions of this agreement and shall be responsible for any Authorised User's breach of this agreement;
 - 7.1.e obtain and shall maintain all necessary licences, consents, and permissions necessary for Parallel, its contractors and agents to perform their obligations under this agreement, including without limitation the Services;
 - 7.1.f ensure that its network and systems comply with the relevant specifications provided by Parallel from time to time; and
 - 7.1.g be, to the extent permitted by law and except as otherwise expressly provided in this agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to Parallel's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.
- 7.2 The Customer shall own all right, title and interest in and to all of the Customer Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data. This applies even if Parallel has agreed to upload, import, display or utilise the Customer Data on behalf of the Customer. The Customer must ensure that all data and information including Customer Data provided to Parallel is accurate and complete. Parallel will not be responsible for any errors, incompleteness or deficiencies in the data and information provided and, to the extent permitted by law, Parallel is not liable for any resulting damages or losses.
8. Charges and payment
- 8.1 The Customer shall pay the Subscription Fees to Parallel for the Strata Subscription in accordance with this clause 8 and the subscription agreement attached.
 - 8.2 The Customer shall pay any invoice issued by Parallel within 30 days after the date of such invoice.
 - 8.3 If Parallel has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of Parallel:
 - 8.3.a Parallel may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and



Parallel shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

8.3.b interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current base lending rate of Parallel's bankers in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

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

8.4.a shall be payable in pounds sterling;

8.4.b are, subject to clause 12.3.2, non-cancellable and non-refundable; and

8.4.c are exclusive of value added tax, which shall be added to Parallel's invoice(s) at the appropriate rate.

8.5 Parallel shall be entitled to increase the Subscription Fees and the customer will be notified prior to the end of their Subscription Term on the Subscription fee for the new Subscription Term.

9. Proprietary rights

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

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

9.3 The rights in images, trademarks, trade names and logos included on the Software are owned by Parallel and/or the Department of Health and Social Care.

10. Confidentiality

10.1 Each party undertakes that it shall not at any time, disclose to any person any Confidential Information (howsoever recorded or preserved) disclosed by a party to the other party whether before or after the date of this agreement including but not limited to the existence and terms of this agreement; the business, affairs, customers, clients or suppliers of the other party; details of the Services; and Customer Data, except as permitted by clause 10.2.

10.2 Each party may disclose the other party's Confidential Information:

- 10.2.a to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall 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.b as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 10.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.
- 11. Indemnity
 - 11.1 The Customer shall defend, indemnify and hold harmless Parallel against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services, provided that:
 - 11.1.a the Customer is given prompt notice of any such claim;
 - 11.1.b Parallel provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
 - 11.1.c the Customer is given sole authority to defend or settle the claim.
 - 11.2 Parallel shall defend the Customer, its officers, directors and employees against any claim that the Customer's use of the Services in accordance with this agreement infringes any United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:
 - 11.2.a Parallel is given prompt notice of any such claim;
 - 11.2.b the Customer does not make any admission, or otherwise attempt to compromise or settle the claim and provides reasonable co-operation to Parallel in the defence and settlement of such claim, at Parallel's expense; and
 - 11.2.c Parallel is given sole authority to defend or settle the claim.
 - 11.3 In the defence or settlement of any claim, Parallel may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available,



terminate agreement on 2 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

11.4 In no event shall Parallel, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

11.4.a a modification of the Services by anyone other than Parallel; or

11.4.b the Customer's use of the Services in a manner contrary to the instructions given to the Customer by Parallel; or

11.4.c the Customer's use of the Services after notice of the alleged or actual infringement from Parallel or any appropriate authority.

11.5 The foregoing and clause 12.3.2 states the Customer's sole and exclusive rights and remedies, and Parallel's (including Parallel's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

12. Limitation of liability

12.1 Except as expressly and specifically provided in this agreement:

12.1.a the Customer assumes sole responsibility for results obtained from the use of the Services by the Customer, and for conclusions drawn from such use. Parallel shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Parallel by the Customer in connection with the Services, or any actions taken by Parallel at the Customer's direction;

12.1.b all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and

12.1.c the Services are provided to the Customer on an "as is" basis.

12.2 Nothing in this agreement excludes the liability of Parallel:

12.2.a for death or personal injury caused by Parallel's negligence; or

12.2.b for fraud or fraudulent misrepresentation.

12.3 Subject to clause 12.1 and clause 12.2

12.3.a Parallel shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss,

costs, damages, charges or expenses however arising under this agreement; and

12.3.b Parallel's total aggregate liability in contract (including in respect of the indemnity at clause 11.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the total Subscription Fees paid for the Strata Subscription.

12.4 Nothing in this agreement excludes the liability of the Customer for any breach, infringement or misappropriation of Parallel's Intellectual Property Rights.

13. Term and termination

13.1 This agreement shall, unless otherwise terminated as provided in this clause 13, commence on the Effective Date and shall continue for the Subscription Term stated in the subscription agreement.

13.2 If the Customer wishes to purchase an ongoing subscription to continue the service following the current Subscription Term they must provide Parallel with a purchase order for the subscription value at least 6 weeks before the end of the current Subscription Term unless otherwise terminated in accordance with the provisions of this agreement. Where an organisation does not use purchase orders, Parallel must receive written notice from the Customer of intention to purchase another subscription 6 weeks before the end of the Subscription Term.

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

13.3.a the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;

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

13.3.c the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (IA 1986) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986;

- 13.3.d the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 13.3.e the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- 13.3.f a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 13.3.g an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);
- 13.3.h the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- 13.3.i a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- 13.3.j a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- 13.3.k any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.3.3 to clause 13.3.10(inclusive);
- 13.3.l the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
- 13.3.m the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy; or

13.3.n there is a change of control of the other party (within the meaning of section 1124 of the Corporation Tax Act 2010).

13.4 On termination or expiry of this agreement for any reason:

13.4.a all subscriptions granted under this agreement shall immediately terminate and the Customer shall immediately cease all use of the Services;

13.4.b Authorised User access will cease;

13.4.c each party shall return and make no further use of any equipment, property, documentation and other items (and all copies of them) belonging to the other party;

13.4.d Parallel may destroy or otherwise dispose of any of the Customer Data in its possession upon termination of this agreement.

14. Force majeure

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly.

15. Variation

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

16. Waiver

16.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

16.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

17. Rights and remedies

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

18. Severance

18.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

18.2 If any provision or part-provision of this agreement is deemed deleted under clause 18.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

19. Entire Agreement

19.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous licences, agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.

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

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

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

20. Assignment

20.1 The Customer shall not, without the prior written consent of Parallel, assign, novate, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

20.2 Parallel may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

21. No partnership or agency

Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

22. Third party rights

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

23. Notices

23.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other



next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

23.2 Any notice shall be deemed to have been received:

23.2.a if delivered by hand, at the time the notice is left at the proper address;
or

23.2.b if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.

23.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

24. Governing law and Jurisdiction

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

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