

TimeEdit SaaS Terms of Service

1. Agreed terms

These terms of service for TimeEdit AB's SaaS service ("Terms") including all attachments form an integral part of the Parties' Agreement (together the "Agreement") which together governs the Customer's use of TimeEdit's Services.

2. Definitions

Term	Definition
Agreement	means this Agreement, its appendices and any amendments
Business Days	means any day except any Saturday, any Sunday, any day which is a national holiday in the Customer's country
Commencement Date	means the date as specified in the order form
Customer	refers to the legal entity set out in the Agreement
Customer Data	refers to data that Customer and their Users upload or enter into the Service
Documentation	means all written, electronic, or instructional materials provided or made available by TimeEdit to the Customer in connection with the Services, including these Terms of Service, the Data Processing Addendum (DPA), the Service Level Agreement (SLA), Order Forms, submitted tender materials, specifications, user manuals, technical guides, training materials (including those provided through TimeEdit Academy), and any other policies or instructions expressly referenced or incorporated into the Agreement

DPA	means TimeEdit's Data Protection Addendum which are incorporated into these terms
Modern Slavery	means modern slavery as defined under the Modern Slavery Act 2018 (Cth)
Order Form	means the order form referenced in these Terms as applicable, a template of which is attached to this Agreement
Service	includes the Subscription services, support services (set out in the Service Level Agreement) and any other services that TimeEdit markets under the name TimeEdit, use of software, the Customer's workspace and other services connected thereto with which TimeEdit supplies the Customer.
Service Level Agreement	means the service level agreement attached to this Agreement
Terms of Service	refers to these terms and conditions for providing the Service
Third Party	means any person or entity other than TimeEdit, Customer, or their respective affiliates
Third Party Product	means any software, application, system, technology, or product provided by a Third Party that is used in connection with or integrated into the SaaS Service but is not provided by the Provider.
Users	refers to the Users that the Customer has authorised to use the Service according to the Agreement, which includes the Customer and any other personnel permitted by the Customer to access and use the Services pursuant to this Agreement from time to time

3. Use of the Service

- 3.1. The Services are defined in the applicable tender documents. In case there are no tender documents, The Services are defined in applicable quote and/or order form. The TimeEdit Service Level Agreement shall apply to the Service offering. The parties shall comply with the terms of this Agreement and all laws, regulations and rules applicable to TimeEdit's provision of the Service and the Customer's use of the Service.
- 3.2. TimeEdit warrants that the Service will be consistent with the service specifications and Service Level Agreement at the Commencement Date of this Agreement and not deviate in any material aspect during the Customer's subscription term.
- 3.3. The Customer is not entitled to duplicate, reproduce or in any other way copy the software and/or the Service provided, nor any other material such as manuals or the design of the Service. The Service must not be used to investigate its availability, performance, functionality or to develop competing services.

4. Provision of the Services

- 4.1. TimeEdit shall provide the Service in accordance with that which has been agreed in writing. TimeEdit retains the right, by updating versions, to make additions to, removals from or to alter the Service on condition that the additions or alterations do not cause the Customer any serious inconvenience.
- 4.2. TimeEdit shall update and upgrade the Services and launch new versions of the Service in accordance with what TimeEdit considers appropriate to maintain overall quality and functionality during the Customer's Term. TimeEdit will provide at least 12 months prior written notice if TimeEdit discontinue material functionality of a Service that the Customer is using, except when a 12 month notice period would (a) pose a security or intellectual property issue or (b) is economically, or technically burdensome or (c) would cause TimeEdit to violate legal requirements. TimeEdit may, even if it would cause some inconvenience to the Customer, introduce updates in the Service to protect it and for other security reasons. If the Customer should not accept any such significant changes, the Customer may terminate the Agreement in accordance with the termination provisions.
- 4.3. TimeEdit may use subcontractors in the provision of the Services. TimeEdit is responsible for the Services performed by subcontractors as if they were delivered by TimeEdit itself. The use of subcontractors when processing personal data is further governed in the Data Processing Addendum.
- 4.4. The Customer, in order to be able to use the services, shall permit TimeEdit to store and retrieve session information regarding terminal equipment by the use of cookies.
- 4.5. The purpose of such storage and retrieval of data is to enable the necessary login and logout procedures that are used within the framework of the service and to ensure that unauthorised parties cannot access the Services.

- 4.6. Some features may be offered as optional add-on modules at an additional cost and with additional terms. No such features are invoiced without the Customer's prior written approval.

5. Support and Availability

- 5.1. TimeEdit shall provide the availability of the Service and support services as set out in the TimeEdit Service Level Agreement, hereby incorporated into these Terms.

6. Security and Data Protection

- 6.1. TimeEdit will implement reasonable and appropriate measures designed to help the Customer secure the Customer's content against accidental or unlawful loss, access or disclosure.
- 6.2. To the extent the Customer is processing personal data, these Terms incorporate the TimeEdit Data Protection Addendum ("DPA").
- 6.3. TimeEdit shall ensure that the Customer's Data is kept separately from data relating to TimeEdit's other customers.
- 6.4. Without limiting the terms of the DPA, TimeEdit will comply with:
 - 6.4.1. all Privacy Laws; and
 - 6.4.2. any reasonable directions from the Customer in connection with the disclosure or handling of any Personal Information, in the performance of its obligations under this Agreement.
 - 6.4.3. Without limiting its obligations under this clause or the DPA, if TimeEdit is provided with, or has access to, Personal Information, TimeEdit must:
 - 6.4.4. collect and use Personal Information only as necessary to fulfil its obligations under this Agreement;
 - 6.4.5. not transfer any Personal Information outside of TimeEdit countries of operation
 - 6.4.6. ensure that adequate data protection and recovery procedures are in place and must protect the Personal Information from misuse and loss and from unauthorised access, modification or disclosure.

7. The Parties' Responsibilities

- 7.1. TimeEdit undertakes to:
 - 7.1.1. provide the Service in compliance with this Agreement including the Service Level Agreement, by appropriately qualified and trained personnel;
 - 7.1.2. fulfil its obligations under this Agreement including the Service Level Agreement in accordance with current laws and regulations, and for performing the Service in a professional manner;
 - 7.1.3. adopt Good Industry Practice to prevent, and will continue to adopt Good Industry Practice to prevent, the introduction, creation or propagation of any disruptive elements in the provision of Services; and/or

- 7.1.4. at all times comply with Applicable Laws relating to the performance of the Services;
 - 7.1.5. be responsible for obtaining appropriate licences, permissions, authorisations and consents for all content and underlying software which is licensed and/or supplied by TimeEdit and/or accessed as part of the Services by the Customer and/or its Users;
 - 7.1.6. fully co-operate with agents, representatives and contractors of the Customer; and
 - 7.1.7. not do or omit to do anything which may cause the Customer to lose any licence, permission or consent or to be in breach of any Applicable Law.
- 7.2. The Customer undertakes to use the Service in accordance with the terms of the Agreement and with valid laws, regulations and directives, and to pay due fees by the due dates. The Customer is responsible to provide legally adequate privacy notices and obtaining necessary consents for the processing of any User personal data;
- 7.3. The parties mutually warrant that the representative entering into the Agreement on its behalf has the necessary rights and authority to enter into a legally binding agreement with the other party.
- 7.4. The Customer is not entitled to use resources or otherwise seek unauthorised access to TimeEdit's hardware or software, systems or other data that is not intended for the Customer.
- 7.5. The Customer, in relation to TimeEdit, is solely responsible for ensuring that information relating to the Customer's use of the Service or to a party for whom the Customer is responsible, and that has been transferred to or been handled within the framework of the Service:
 - 7.5.1. does not infringe third party rights or in any other way contravene any Applicable Laws;
 - 7.5.2. cannot be deemed to be offensive, insulting and/or unethical, or
 - 7.5.3. cannot damage TimeEdit or its Personnel.
- 7.6. The Customer is responsible for:
 - 7.6.1. ensuring that all necessary authorization exists for receipt, distribution and/or storage of the information that the Customer processes with the help of the Service;
 - 7.6.2. ensuring that Customer Data is in an agreed-upon format, is not infected by viruses or anything else that could harm or influence TimeEdit's systems or Services negatively;
 - 7.6.3. assisting TimeEdit to a reasonable extent and taking reasonable actions to enable TimeEdit to deliver the Services;
 - 7.6.4. managing Users login information and other instructions provided by TimeEdit confidentially by the Customer;

- 7.6.5. ensuring that, by storing password(s) securely, unauthorised parties cannot access it/them and, thus, comparable information; and
- 7.6.6. informing TimeEdit if someone has or is feared to have been granted unauthorised access to login information.
- 7.7. The Customer or its Users may not:
 - 7.7.1. sub-license or resell the Services,
 - 7.7.2. copy, decompile, attempt to determine the source code, methods, algorithms or procedures of the Service or otherwise reverse engineer, modify, adapt or create new works or software based on the Service except as set out in any Applicable Law, or
 - 7.7.3. attempt to circumvent licence keys or other user restrictions in the Service as applicable.

8. Fees & Charges

- 8.1. Charges are payable in accordance with the Order Form, unless otherwise agreed. All charges do not include value added tax.
- 8.2. Subscription charge is fixed during the initial period of the Agreement.
- 8.3. Unless otherwise specified in the Order Form, The fees and charges under this Agreement may be adjusted annually by TimeEdit with a fixed minimum of 3%.
- 8.4. Unless otherwise specified in the Order Form, the Customer hereby agrees that TimeEdit is entitled to charge fees from contract Commencement Date.

9. Payment

- 9.1. The Customer shall pay the fees and charges set out in the Agreement upon receipt of a valid invoice from TimeEdit. Unless otherwise agreed or otherwise stated in the Order Form, variable charges shall be invoiced monthly in arrears and fixed subscription charges shall be paid in yearly advance as per the Order Form.
- 9.2. The invoice shall be deemed to have been received by the Customer five (5) working days at the latest after dispatch of the invoice to the address supplied by the Customer.
- 9.3. Where the Customer disputes an invoice in good faith, the Customer is entitled to withhold the part of the invoice to the extent of the amount in dispute, and will pay the balance (if any) that is undisputed. The Customer will notify TimeEdit within 10 business days of its reasons for withholding any amount under this clause. TimeEdit will respond to the Customer within 10 business days either rejecting or agreeing to the disputed amount. Should a dispute arise in relation to an invoice, the parties will negotiate in good faith and attempt to resolve the dispute.
- 9.4. The Customer shall make payment to the account by the due date specified on the invoice, provided the invoice is valid and undisputed. Payment shall be deemed to have been made when it has been received by TimeEdit.
- 9.5. In the case of late payment of a valid and undisputed invoice, clause 10.5 is to apply.

- 9.6. Where the Customer has not used an ordered service due to delay or circumstance relating to the Customer, this does not release the Customer from the liability to pay a valid and undisputed invoice.
- 9.7. The Customer shall immediately notify TimeEdit in writing of any change of invoice address.

10. Term and Termination

- 10.1. The contract term and the commence date of the agreement is defined in the Order Form.
- 10.2. If no notice is given at least three months before the end of the contract term, the contract automatically renews with 12 months.
- 10.3. If either party:
 - 10.3.1. commits a material breach of the Agreement which cannot be remedied; or
 - 10.3.2. commits a material breach of the Agreement which can be remedied but fails to remedy that breach within fourteen (14) business days of a written notice referring to this clause 9.3, setting out the breach and requiring it to be remedied being given by the other party, the other party may terminate the Agreement by giving not less than 7 days' prior written notice to that effect to the party in breach.
- 10.4. TimeEdit does not provide refunds for Services used by the Customer prior to the Termination Date.
- 10.5. Further to clause 9.5, TimeEdit may terminate the Agreement by giving not less than sixty (60) days written notice to that effect to the Customer if the Customer fails to make any payment due to TimeEdit under the Agreement within a period of forty-five (45) days from TimeEdit giving written notice specifying that such payment is overdue and expressly referring to its rights under this clause 9.5.
- 10.6. Either party may terminate the Agreement immediately by giving written notice to that effect to the other party if the other party becomes Insolvent.

11. Ownership

- 11.1. All Intellectual Property Rights regarding the Service, equipment, software, manuals or other property and information provided by TimeEdit are and shall remain the property of TimeEdit or its licensors.
- 11.2. Nothing in the design of the Services or the correspondence between the Customer and TimeEdit shall be construed as a transfer to the Customer of such rights. Even if the Services are modified after input and suggestions from the Customer, the Customer has no right to such modifications, and they shall automatically be assigned to TimeEdit which may use them freely without any obligation to compensate the Customer.
- 11.3. TimeEdit warrants that it owns (or has a license, permission from a third party to use) all material and all Intellectual Property Rights regarding the Service, equipment, software, manuals or other property and information that TimeEdits submits or provides to the Customer for the Service.

- 11.4. The Customer owns (or has a license, permission from a third party to use) all material, and all Intellectual Property Rights and Customer Data that the Customer submits, or instructs TimeEdit to submit and upload, in the Service, such as the Customer's trademarks, images and texts.

12. User Rights to Services

- 12.1. The Agreement provides the Customer with a limited, non-exclusive, non-transferable, non-assignable, terminable, global right to access and use the Services that is made available for the Customer and its Users.
- 12.2. The Customer or its Users may not sublicense its rights under this section without having obtained TimeEdit's written consent in advance. The Customer has no right to access code (e.g., object code and source code) to the software of the Service, either during or after the term of the Agreement.
- 12.3. Guarantee of Completeness. TimeEdit warrants that the Customer will not need to sign any additional license or pay royalties to third parties for the Customer to be able to use the Service adapted for the Customer in an intended manner and for the intended purposes.
- 12.4. All Intellectual Property Rights in Customizations (including Documentation) shall be TimeEdit's exclusive right. The Customer still owns all rights to its own characteristics, design, "look-and-feel" elements and Customer Data. When a Customization is delivered or made available to the Customer, the Customization forms part of the Service, and the Customer's right of use for the Customization is regulated in accordance with this section. TimeEdit has the right to make such Customization available to all its customers and third parties. TimeEdit warrants that the right to make available Customization will not include the Customer's Data, the Customer's identifiable characteristics, or Confidential Information.

13. Intellectual Property Rights Infringements

- 13.1. TimeEdit undertakes to indemnify the Customer from claims that the Customer's use of the Service in accordance with these Terms violates a third party's intellectual property rights.
- 13.2. TimeEdit's responsibilities and indemnity under clause 12.1 only apply on the condition that the Customer promptly notifies TimeEdit regarding claims directed towards the Customer. The parties agree to work together in good faith to decide how to deal with the claim, and will provide reasonable assistance when required by the other party to proceed within a commercially reasonable period of time, by either:
 - 13.2.1. TimeEdit obtaining for the Customer the right to continue to use the Infringed IPR and the Services; or
 - 13.2.2. TimeEdit modifying, substituting or replacing all Infringed IPR so as to avoid the infringement or alleged infringement, without prejudice to any representations, warranties and indemnities in the Agreement, and without adversely limiting in any respect the performance, scope or functionality of the infringing items or the Services or any part of them.

- 13.3. This section constitutes the sole responsibility that TimeEdit has towards the Customer in terms of infringement of third party intellectual property rights.

14. Customer Data

- 14.1. The Customer owns and holds all Intellectual Property Rights in the Customer Data, and in the information that the Customer conveys by way of the Service, and to the data created as a result of the Customer's use of the Service.
- 14.2. TimeEdit is only entitled to use the Customer's Data to the extent necessary in order to fulfil its obligations under this Agreement. TimeEdit is however entitled without limitation to use information regarding the Service's function, performance, capacity and other statistics or similar information based on the Service's processing of the Customer's Data.
- 14.3. TimeEdit may not provide access to the Customer's Data to anyone other than employees or subcontractors, whose information requires such access. Access may only be granted in accordance with the terms of this Agreement
- 14.4. TimeEdit shall implement and maintain security measures in accordance with Good Industry Practice to protect Customer Data from any misuse, loss, interference, unauthorised access, modification, corruption or disclosure;
- 14.5. TimeEdit shall back up Customer Data, with the frequency as stated in the Service Level Agreement, to be able to restore the Service to the condition it was in before the backup was created. TimeEdit shall keep backups, unless deleted according to the terms of the Service Level Agreement.
- 14.6. In the event that any of the Customer Data is corrupted or lost or so degraded as to be unusable then, in addition to any other remedies that may be available to the Customer under this Agreement or otherwise, TimeEdit will promptly restore or procure the restoration of the Customer's Data.

15. Usage Data and System Data

- 15.1. Right to Usage Data. The Customer owns all customer-specific data that identifies the Customer and/or its Users, which these generate when using the Service as profile data and other customer-specific Usage Data.
- 15.2. Right to System Data. TimeEdit owns all rights to data on how the Service work and are used, such as, but not limited to, availability, response times, number of transactions and calls in the system, click data, visit, or session data and also Usage Data in aggregated and anonymized form.
- 15.3. Subject to the license set below, all Customer-Specific Usage Data and Customer-Specific System Data constitute Confidential Information which shall be processed in accordance with the provisions of confidentiality and may not be resold by any Party (which also includes any reports prepared for the Customer and which contain Customer-Specific Usage Data and System Data).

- 15.4. The Customer hereby grants to TimeEdit a fully paid-up and royalty-free, license to use the Usage Data to make analyses and studies to improve the customer experience for users of the Service, as well as to gain insight into local needs and conditions and thereby further develop the Service.

16. Marketing

- 16.1. If the Parties are to publish detailed information about the cooperation in accordance with the Agreement, the approval of both Parties is required. However, a Party has the right to use the Parties' name and company logotype for the marketing of the Partners' cooperation in general terms, including publication on the Parties' list of customers and website and social media channels, without obtaining further approvals.

17. License usage

- 17.1. The Customer understands and acknowledges that the Service may contain audit reporting capabilities which can be operated to generate and send to TimeEdit reports containing information about the actual usage of the Services.

18. Limited Warranty, Disclaimer and Liability for Defects

- 18.1. TimeEdit warrants that the Service will conform in all material respects to the specifications set forth in the Documentation when operated and used as recommended in accordance with instructions from TimeEdit, with applicable minimum system requirements as notified by TimeEdit to the Customer and the Terms and conditions of this Agreement.
- 18.2. Except as otherwise stated and subject to the Service Level Agreement, TimeEdit does not warrant that the functions contained in the Service will meet the Customer's expectations or requirements or that the operation of the Service will be uninterrupted or error-free.
- 18.3. TimeEdit is not responsible for problems caused by changes in the operating characteristics of computer hardware or computer operating systems which are made after the release of the software or for problems in the interaction of the Services with software from another source than TimeEdit. The Customer's exclusive remedy under this limited warranty is TimeEdit's remedy of defects as set out in this section.
- 18.4. Except as provided above, the Services are provided as is without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose, title, and the entire risk as to the quality and performance of the Services is with the Customer.
- 18.5. Liability for defects. Defects or shortcomings exist if the Service substantially deviates from the specifications set out in this Agreement and/or as presented on TimeEdit's website from time to time. TimeEdit must promptly notify the Customer of any defects or shortcomings it becomes aware of. Defects or shortcomings shall be remedied in a timely manner by TimeEdit. Costs for remedying defects or shortcomings shall be borne by TimeEdit with the following exceptions: TimeEdit shall not be liable for defects attributable to:

- 18.5.1. use in violation of TimeEdit's instruction or Services' documentation or,
- 18.5.2. modifications undertaken by the Customer or,
- 18.5.3. documents, data and other information supplied by the Customer, and
- 18.5.4. hardware, software or other equipment not provided by TimeEdit, its affiliates or Personnel.

18.6. Any defect or shortcoming of Services which may compromise the security of any Customer System or Personal Data, endanger the health or safety of any person must be notified to the Customer immediately.

19. Limitation of Liability and Indemnification

19.1. A Party is not liable in any case for loss of profit or other indirect, consequential or special damage or loss, to the greatest extent permitted by Applicable Law.

19.2. The Parties' (including its Affiliates') total liability under this Agreement is limited to a maximum amount of 50% of the Fees paid by the Customer to TimeEdit the last 12 month period, to the extent it is permissible by law.

19.3. The limitation of liability does not apply in the event of personal injury, liability in case of intellectual property infringement, data breach or if damage has occurred as a result of whether the Party has acted grossly negligently or intentionally.

19.4. Claims must be submitted in writing within [three (3) months] from the occurrence of the damaging event, otherwise the Party loses the opportunity to make a claim.

20. Force majeure

20.1. The Parties are not responsible for events beyond their control ("Force Majeure"). Force Majeure means, that neither Party to these Agreement shall have liability or responsibility to the other Party for any delay, failure to perform, service interruption, outage, damage, malfunction, or any consequence thereof or damage resulting therefrom, due to any circumstance beyond the Party's reasonable control including, but not limited to; inclement weather, climate change, resource shortages, all acts of nature, acts of God, strikes, civil disturbances, riots, terrorist acts, unavailability of or delays in goods or services needed from third parties including but not limited to third party hardware, software, data center, collocation, and cloud service providers, interruption or outage of or delay in telecommunications including the public Internet, voice lines, data lines, or any telecommunications equipment or service, transportation, delivery, power outages, electrical or other utility services, failure of third party hardware, software or services, or any acts or omissions of any third parties.

20.2. If a Force Majeure Event occurs, the party affected will:

- 20.2.1. as soon as reasonably practicable after becoming aware of the Force Majeure Event give the other party notice of the occurrence, anticipated duration and impact of the Force Majeure Event;

- 20.2.2. use reasonable endeavours to mitigate the effects of the Force Majeure Event, to continue to perform the affected obligations notwithstanding the occurrence of the Force Majeure Event; and
- 20.2.3. continue to perform all of its obligations under the Agreement the performance of which are not affected by the Force Majeure Event.

21. Confidentiality

- 21.1. The Parties undertake, during the term of the Agreement and three (3) years thereafter, to keep all information relating to the Service, the Parties' activities, trade secrets, and the contents of this Agreement, as well as information that should reasonably be considered Confidential Information regardless of the information has been submitted before or after the conclusion of this Agreement secret. A Party may only use Confidential Information to fulfil the Agreement, to comply with mandatory laws or government regulations or to the extent required by applicable stock exchange rules.
- 21.2. Confidential Information does not include information that: (a) is or becomes publicly known other than by any act or omission of the receiving Party, (b) was lawfully held by the other Party prior to publication, (c) is lawfully disclosed to the receiving Party; the Party by a third party without limitation of information, or (d) developed independently of the receiving Party, as an independent development can be demonstrated with written evidence.
- 21.3. The term of confidentiality does not limit the obligation to keep trade secrets confidential.

22. Assistance at Expiration or Termination of the Services

- 22.1. When the Agreement ceases to be valid, the Customer's right to use TimeEdit's services also expires, in addition to the following provisions. On the expiry of the period of notice, the Customer shall immediately return/uninstall any software provided by TimeEdit for the service, and shall confirm in writing that this has been done.
- 22.2. If the Customer so requires, TimeEdit can provide services in order to assist the Customer to transfer the Customer's Data from the Service to the Customer or to another party specified by the Customer. Payment to TimeEdit for these services is in accordance with TimeEdit's valid price list. In the period during which TimeEdit provides such services, the Customer is entitled, to the extent to which it is necessary for the transmission of data by the above-mentioned method, to use the Service in accordance with this Agreement, but without payment of any charge in excess of that which is payable for TimeEdit's services.
- 22.3. After the termination date TimeEdit shall provide the customer with the latest back up or destroy all customer data.

23. Miscellaneous

- 23.1. Costs. The Parties shall bear the costs of entering into this Agreement.
- 23.2. The Status of the Parties. The Parties intend that TimeEdit and any of its personnel be engaged as independent contractors of Customer. Nothing contained in this Agreement will

be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.

23.3. Entire Agreement. This Agreement constitutes the entire agreement between the Parties, and no promise, undertaking, representation, warranty or statement by either Party prior to the date of this Agreement shall affect this Agreement.

23.4. Assignment. The Customer may only assign the Agreement with the written consent of TimeEdit. TimeEdit is always entitled to assign claims against the Customer that have arisen in accordance with the Agreement and to assign the Agreement in connection with outsourcing that affects the services covered by the Agreement, with acquisitions or with other reconstruction of TimeEdit's operations. TimeEdit shall notify the Customer of any planned or adopted changes as soon as reasonably possible from a business point of view.

23.5. Changes of Terms. These terms and conditions are valid until further notice. Notice of changes in the terms and conditions shall be given at least six (6) months in advance and come into effect on the extension of the period of the Agreement unless otherwise agreed. If such changes are materially detrimental to the interests of the Customer, the Customer is entitled to terminate the Agreement as of the date on which the change comes into effect. Notice of such termination shall be made in writing by the date on which the change comes into effect at the latest.

23.6. Severability. If any provision of this Agreement is found to be held invalid by a court competent jurisdiction, that provision only will be limited to the minimum extent necessary, and the remaining provisions will remain in full force and effect.

23.7. Waiver. The waiver or failure of either Party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

24. Governing Law and Jurisdiction

24.1. The Agreement and any non-contractual obligations arising out of or in connection with it will be governed by the laws of England and Wales. Each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of England and Wales.

24.2. The parties' rights and remedies set out in the Agreement are in addition to and not exclusive of any rights and remedies provided by law.

24.3. Either party may seek specific performance, interim or final injunctive relief or any other relief of similar nature or effect in any court of competent jurisdiction.

25. Dispute Resolution Procedure

25.1. In the event of any dispute between the parties under or in connection with the Agreement:

25.1.1. the party raising the dispute must notify the other party in writing that a dispute exists, with sufficient detail to enable the dispute to be considered;

25.1.2. the parties must then meet to discuss and attempt to resolve the dispute in good faith on a commercially realistic basis; and

- 25.2. Despite the existence of a dispute, each party must continue to perform its obligations under the Agreement.