
G-Cloud 15 Terms of Service:

G-Cloud 15 Framework

Cobalt Software Platform



Arondite Terms of Service - G-Cloud 15

These Terms of Service (this “**Agreement**”) shall take effect by and between Arondite Limited (“**Arondite**”), a private limited company incorporated in England and Wales (company registration number 15349092) with its registered office at 7 Bell Yard, London, England, WC2A 2JR, and the customer who purchases Arondite’s services pursuant to the Agreement (“**Customer**” and collectively with Arondite the “**Parties**”) on such date as agreed between the Parties. This Agreement sets forth the terms and conditions pursuant to which Customer will licence or access certain Arondite commercial software products and/or contract for certain services from Arondite and pursuant to which Arondite will provide such products and/or services to Customer as set forth in any applicable call-off contract (and any related purchase order, statement of work, or amendment, in each case as incorporated in the call-off contract) (together, the “**Order**”). In the event of a direct conflict between this Agreement and the applicable terms of the G-Cloud 15 Framework Agreement (the “**Framework Agreement**”), the Framework Agreement shall control with respect to that issue.

1. Interpretation and definitions

The following definitions and rules of interpretation apply to this Agreement:

Agreement	means: (a) this Agreement and (b) any Order;
Applicable Law	means as applicable and binding on Arondite, Customer and /or the Services: - any law, statute, regulation, byelaw or subordinate legislation in force from time to time to which a Party is subject and/or in any jurisdiction that the Services are provided to or in respect of; - the common law and laws of equity as applicable to the Parties from time to time; - any binding court order, judgement or decree; - Data Protection Laws; or - any applicable direction, policy, rule or order that is binding on a Parties and that is made or given by any regulatory body having jurisdiction over a Party or any of that Party’s assets, resources or business;
Arondite IP	means Intellectual Property Rights owned by, or licensed to, Arondite and made available by Arondite to the Customer as part of the Services;
Arondite Model	means any artificial intelligence, machine learning or other model owned by Arondite and provided to Customer for use in the Arondite Platform or otherwise, as listed on the applicable Order, including Deliverables;
Arondite Model Output	means an output or result produced for the Customer under an Order through the operation of an Arondite Model;
Arondite Platform	means the Cobalt platform owned by, or licensed to, Arondite, including associated websites, software, tooling, data integrations and system integrations, excluding the Arondite Models and Deliverables;
Arondite Technology	means all technology forming part of any Product;
Bespoke Models	means any models developed by Arondite specifically for Customer under an Order;
Business Day	means a day other than a Saturday, Sunday or public holiday when banks in London are open for business;

Charges	means the charges set out in the applicable Order;
Confidential Information	information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, clients, suppliers, products, affairs and finances of a party or its group companies including, without limitation, technical data, information that a Party creates, develops, receives or obtains in connection with this Agreement, whether or not such information (if in anything other than oral form) is marked confidential.
Consultancy Services	means any consultancy services provided by Arondite to Customer and ordered by Customer under an Order;
Customer Data	means any data provided by or on behalf of the Customer to Arondite relating to the Services or used by the Customer in conjunction with the Arondite Technology;
Customer IP	means all Intellectual Property Rights owned by, or licensed to, the Customer and made available by the Customer to Arondite for the purposes of this Agreement;
Customer Materials	means all digital files, data, and information that Customer provides to Arondite to facilitate Arondite's provision of the Services, including Customer Data, Customer IP, Customer Models and Customer Model Outputs;
Customer Model	means proprietary machine learning models owned by, or licensed to, the Customer and used by Customer in the Arondite Platform, excluding Models and Bespoke Models;
Customer Model Output	means an output or result produced through the operation of a Bespoke Model or a Customer Model;
Data Processing Agreement.	means a data processing agreement agreed between the Parties;
Data Protection Laws	means: 1. to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data; 2. to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which Arondite is subject, which relates to the protection of personal data; and 3. to the extent that the data protection law of any other country applies, the law of that country which relates to the protection of personal data.
Deliverables	means any software products developed by Arondite specifically for Customer after the Effective Date, including any Bespoke Models, as specified and ordered by Customer under an applicable Order;
Documentation	means the technical documentation provided to Customer by Arondite with regard to the Arondite Technology;
Effective Date	means the earlier of the date the Parties executed this Agreement or the start date set forth on Customer's first Order;

EU GDPR	means the General Data Protection Regulation ((EU) 2016 / 679);
Intellectual Property Rights	means any patent, copyright, trade mark, service mark or trade name, utility model, right in software, right in design, right in databases, image right, moral right, right in an invention, right relating to passing off, domain name, right in confidential information (including trade secrets) or right of privacy, and all similar or equivalent rights in each case whether registered or not and including all applications (or rights to apply) for, or renewal or extension of, such rights which exist now or which will exist in the future in the United Kingdom and all other countries in the world;
Order Term	means the term of an applicable Order;
OSS	has the meaning given in Clause 5.1;
Products	means: 1. the Deliverables; 2. the Arondite Platform; and/or 3. the Arondite Models; each as specified and ordered by Customer under any applicable Order;
Rate Card	means the Arondite G-Cloud 15 rate card provided to Customer on or about the date of the signature of this Agreement;
Services	means the Products and Consultancy Services;
Term	has the meaning given in Clause 8.1;
UK GDPR	has the meaning given to it in the Data Protection Act 2018;
Use Case	means the use case for the applicable Product, as set out in the applicable Order;

- 1.1. Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.2. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.3. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.4. A reference to writing or written includes faxes and email save where expressly stated to the contrary.
- 1.5. Any words following the terms 'including', 'include', 'in particular' or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Services

Provision of Services under an Order

- 2.1. The Parties may agree from time to time in writing that Arondite will perform the Services by completing and signing the applicable Order. Neither Party makes any commitment to enter into any Order with the other under this Agreement.
- 2.2. Each Order shall be deemed to include this Agreement. Each Order together with this Agreement forms a separate legal agreement. Where the terms of an Order conflict with this Agreement, the Order shall prevail. This Agreement applies only where consistent with the Order.
- 2.3. Where the Order includes Consultancy Services, those Charges in the Order shall be calculated by reference to the Rate Card.
- 2.4. Where the Order includes the delivery of Products, those Charges shall be outlined in that Order and shall be valid only for that Order Term.

Customer use

- 2.5. Customer will assist Arondite in performing the respective Order in a reasonable manner that is organizationally and technically manageable for Customer in its ordinary course of business.
- 2.6. Customer shall provide all Customer Materials necessary for Arondite to provide the Services.
- 2.7. Arondite supports Customer audit rights under the Order. For licence compliance Arondite may conduct remote usage checks on reasonable notice; no access to Customer premises or systems unless expressly agreed in the Order. On request (no more than once per year) Arondite will provide ISO 27001 certificate and penetration test attestation.

3. Charges and payment terms

- 3.1. The Customer shall pay Arondite the Charges for the provision of Services in accordance with the terms set out in the applicable Order.
- 3.2. The Charges are exclusive of VAT which, where applicable, shall be charged additionally at the prevailing rate unless otherwise specified in writing.
- 3.3. The Customer shall:
 - 3.3.1. reimburse Arondite all travel and subsistence expenses properly and necessarily incurred by Arondite in the course of the delivery of the Services, subject to production of receipts or other appropriate evidence of payment;
 - 3.3.2. pay valid, undisputed invoices within 30 days of receipt, by the method specified in the Order.
- 3.4. Late payment interest shall accrue at the statutory rate under the Late Payment of Commercial Debts (Interest) Act 1998, unless the Order specifies otherwise.

4. Intellectual property and licences to use

- 4.1. Arondite IP shall remain the property of, and vested in, Arondite. Customer IP shall remain the property of, and vested in, the Customer. Arondite shall retain all rights (including Intellectual Property Rights), title and interest in and to the Arondite Technology and any other documentation and materials provided by Arondite.

Arondite Intellectual Property

- 4.2. Arondite hereby grants the Customer a worldwide, non-exclusive, non-sublicensable, non-transferable, non-assignable limited licence to access and use the Products for the applicable Use Case during the Order Term.
- 4.3. Arondite shall own the Products. All rights title and interest in (including Intellectual Property Rights) to the Products shall vest upon creation in and be the sole property of Arondite.
- 4.4. Customer shall and hereby does irrevocably transfer and assign, by way of a present and future assignment with full title guarantee to Arondite all other right, title, and interest it may have in the Products to Arondite and Arondite hereby accepts such transfer. Customer acknowledges that it is obtaining only a limited licence to the Products, notwithstanding any reference to the terms “purchase” or “customer” herein. The Products are licenced in object code format (where applicable) and not sold, and no ownership rights are being conveyed to Customer under this Agreement. Except for the express rights granted in this Agreement, Arondite does not grant any other licences, whether express or implied, to any Arondite software, services, technology, or Intellectual Property Rights.
- 4.5. Arondite shall be free to use in any way any knowledge, know-how and skills relating to business principles, analytical concepts, approaches, methodologies, models, processes, formats and techniques developed in the course of the provision of the Services, excluding any of the foregoing that was derived directly from the Customer Materials.
- 4.6. Arondite hereby grants the Customer, for the duration of the Order Term, a worldwide, non-exclusive, non-sublicensable, non-transferable, non-assignable limited licence to use any Arondite IP:
 - 4.6.1. embedded within the Deliverables; and
 - 4.6.2. necessary for Customer's ongoing use of the Deliverables.

Customer Intellectual Property

- 4.7. All rights, title and interest in (including Intellectual Property Rights) to the Arondite Model Outputs and Customer Model Outputs shall vest in and be the sole property of the Customer.
- 4.8. Customer hereby grants Arondite a non-exclusive, worldwide, non-sublicensable, non-transferable licence to use, reproduce, modify or create derivative works from Customer Materials, solely for the purposes of Arondite performing its obligations under this Agreement during the Term.
- 4.9. Arondite may collect usage telemetry and aggregated, non-personal service statistics solely to operate, secure and improve the service. Arondite will not use Customer Data or Customer Model Outputs for product development or other commercial purposes without the Customer's prior written consent in the Order.

5. Arondite Services

Open Source software

- 5.1. The Products may contain open source software (“**OSS**”). Arondite warrants and undertakes that:
 - 5.1.1. it shall comply with any applicable OSS licences and the obligations put upon Arondite under such OSS licences; and
 - 5.1.2. in relation to the Deliverables, it shall:
 - 5.1.2.1. designate its code in such a way that the OSS components are clearly identifiable to Customer;

- 5.1.2.2. list in the Documentation (i) the source (as url) of the open source software component used; (ii) the applicable open source licence; (iii) the use of the code; and (iv) any obligations to be complied with by Customer pursuant to any OSS licences; and
 - 5.1.2.3. make all reasonable efforts to procure that any applicable OSS licences form part of its delivery of the Bespoke Models.
 - 5.1.3. no “infection” of proprietary software owned or licensed by Customer shall occur as a direct result of the OSS included in the Products, irrespective of whether such proprietary software is already in use or in stock at Customer or is to be developed by Customer under Order; and
 - 5.1.4. Arondite will comply with OSS licences and disclose OSS components upon request. No OSS selection will impose full copyleft obligations on Deliverables without explicit Order approval.
- 5.2. Customer shall be responsible at its own cost and expense for all necessary hardware (including servers) to operate the Arondite Technology.
- 5.3. Arondite will have the right to update the Arondite Technology from time to time, provided that Arondite will not materially diminish the functionality or performance of the Arondite Technology unless such changes are made: (i) to address digital rights management or security issues, (ii) in response to claims, litigation, or loss of licence rights related to third-party Intellectual Property Rights, or (iii) to comply with applicable law or regulation or requests or orders of judicial, governmental or regulatory entities. Arondite may deliver updates electronically. At Arondite’s request, Customer will promptly install updates to the Arondite Technology.

6. Warranties

Customer warranties

- 6.1. The Customer warrants and represents that:
 - 6.1.1. no Customer IP provided by Customer and used by Arondite infringe the Intellectual Property Rights of any third party;
 - 6.1.2. it has all necessary rights, licences and permissions to provide the Customer Models and Customer Data and that the Customer Data is suitable for the objectives desired by the Customer. The Customer acknowledges that Arondite is not responsible for any failures in the Services caused by the Customer Data;
 - 6.1.3. all personal data in the Customer Data provided to Arondite has been lawfully obtained in accordance with Applicable Laws; and
 - 6.1.4. Customer Data and Customer Models are free from any viruses, Trojan horses, and other malware and malicious code.
- 6.2. The Customer shall comply with any acceptable use policy, security requirements or other reasonable policies and requirements published or communicated by Arondite relating to the Services.
- 6.3. Except as expressly permitted in this Agreement, Customer shall not:
 - 6.3.1. reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or underlying ideas or algorithms of the Arondite Technology;
 - 6.3.2. modify or create derivative works based on the Arondite Technology; and
 - 6.3.3. sell, resell, licence, copy, rent, lease, distribute, or time-share the Arondite Technology.

- 6.4. Except as set out in this Agreement, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

7. Term and Termination

- 7.1. The term of this Agreement shall begin on the Effective Date and continue until the later of:
- 7.1.1. the last Order expiring or being terminated; or
 - 7.1.2. this Agreement is terminated in accordance with this Clause 7; (the “**Term**”).
- 7.2. Each Order shall be deemed to commence on the date stated in that Order and shall continue for the period stated in the Order (the “**Order Term**”).
- 7.3. Either Party may terminate this Agreement, including any Order then in force, immediately on written notice if:
- 7.3.1. the other Party commits any material (as reasonably determined by the terminating Party) breach of this Agreement and (in the case of a breach capable of being remedied) shall have failed to remedy the breach within 30 Business Days after receiving a written notice of the breach requiring the breach to be remedied within such period; or
 - 7.3.2. the other Party becomes insolvent, is unable to pay its debts, ceases to trade or function as a government department, has a receiver appointed over the whole or any part of its assets, has an administrator appointed, enters into any composition with creditors generally, is wound up or any step is taken towards any of these events.
- 7.4. Suspension for non-payment applies only to undisputed sums overdue beyond the statutory payment period, and must not interrupt critical public services; Arondite will give at least 10 Business Days’ prior notice and cooperate on continuity. Termination of one Order shall not terminate any other Order.

Consequences of termination

- 7.5. Any termination of this Agreement however caused shall not affect:
- 7.5.1. any rights or liabilities which have accrued before the time of termination; or
 - 7.5.2. the continuance in force of any provision of this Agreement which expressly or by implication is intended to come into or continue in force after termination.
- 7.6. On termination of this Agreement:
- 7.6.1. the relationship of the Parties shall cease and any licences granted under this Agreement shall cease to have effect;
 - 7.6.2. each of the Parties shall immediately return to the other Party (or, if the other Party so requests by notice in writing, destroy) all of the other Party's property in its possession at the date of termination, including all of its Confidential Information, together with all copies of such Confidential Information, and shall make no further use of such Confidential Information; and
 - 7.6.3. Arondite shall, on the earlier date of (i) 90 days following termination; or (ii) any date required by Applicable Laws or national security considerations pertaining to Customer, permanently delete all Customer Materials stored within Arondite Technology and/or, where technically and commercially possible, any other Arondite operated systems unless agreed otherwise with the Customer in writing or where reasonably required by Arondite for insurance purposes or to defend its legal rights.

8. Data Privacy

- 8.1. Both Parties will comply with all applicable requirements under Data Protection Laws. This Clause 8 is in addition to, and does not relieve, remove or replace, a Party's obligations or rights under Data Protection Laws.
- 8.2. For the purposes of this Agreement, the terms controller, processor, data subject, personal data, special category personal data, personal data breach and processing shall have the meaning given to them in the UK GDPR.
- 8.3. Where any of the Customer Materials contain personal data (including special category personal data), prior to providing such Customer Materials to Arondite, the Customer shall:
 - 8.3.1. inform Arondite of the nature, details and extent of the personal data;
 - 8.3.2. enter into good faith discussions with Arondite to ensure that the personal data can be transferred in full accordance with Data Protection Laws; and
 - 8.3.3. enter into a Data Processing Agreement, and any other agreements necessary to ensure the processing of personal data complies fully with Data Protection Laws.
- 8.4. The Parties may enter into separate Data Processing Agreements for each applicable Order.

9. Status and employees

- 9.1. The relationship between Arondite and the Customer is that of independent contractor and customer and nothing in this Agreement shall be construed as creating a relationship of principal and agent, employer and employee, or of fiduciary or partner.

10. Limitation of liability

- 10.1. Nothing in this Agreement shall limit or exclude either Party's liability for:
 - 10.1.1. death or personal injury caused by either Party's negligence, or the negligence of either Party's employees, agents or subcontractors; or
 - 10.1.2. fraud or fraudulent misrepresentation.
- 10.2. Subject to Clause 11.1:
 - 10.2.1. neither Party shall under any circumstances whatever be liable to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss or corruption of data, loss of goodwill or reputation, or any indirect or consequential loss arising under or in connection with this Agreement; and
 - 10.2.2. either Party's total liability to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement or any Order in each 12 month period shall be limited to 100% of the Charges paid by the Customer under the relevant Order in that 12 month period. Exclusions and mitigations per the Public Sector Contract shall apply.
- 10.3. The provisions of this Clause 10 shall survive termination of this Agreement.

11. Confidentiality

- 11.1. Each Party shall:
 - 11.1.1. keep and procure to be kept secret and confidential all Confidential Information belonging to the other Party disclosed or obtained as a result of the relationship

- of the Parties under this Agreement; and
- 11.1.2. not use or disclose the same save for the purposes of the proper performance of this Agreement or with the prior written consent of the other Party.
- 11.2. Where disclosure is made to any employee, consultant, sub-contractor or agent, it shall be done subject to obligations equivalent to those set out in this Agreement. Each Party shall use its best endeavours to procure that any such employee, consultant, sub-contractor or agent complies with such obligations. Each Party shall be responsible to the other Party in respect of any disclosure or use of such Confidential Information by a person to whom disclosure is made.
- 11.3. The obligations of confidentiality in this Clause 11 shall not extend to any information which:
- 11.3.1. is in, or has become part of, the public domain other than as a result of a breach of the obligations of this Clause 11;
- 11.3.2. was in either Party's written records prior to the start date of the relevant Order and not subject to any confidentiality obligations;
- 11.3.3. was independently disclosed to it by a third party entitled to disclose the same; or
- 11.3.4. is required to be disclosed under any Applicable Law, or by order of any governmental body or authority of competent jurisdiction or any recognised stock exchange, subject to the disclosing Party notifying and consulting with the other Party a reasonable time prior to such disclosure; or
- 11.3.5. or is reasonably required to be disclosed to any investor or entity holding securities in either Party, subject to the disclosing Party notifying and consulting with the other Party a reasonable time prior to such disclosure.
- 11.4. Subject to Clause 4.7, the Customer Materials are the Customer's Confidential Information.
- 11.5. Arondite may use Customer's name, logo and information about the nature of the Services undertaken in Arondite's advertising and promotional materials, subject to the prior written consent of Customer.
- 11.6. Arondite may collect statistical analytics and performance data from the Product related to the Customer's use of the Product and Services and use such data in order to improve and develop Arondite's products and services and for Arondite's own business purposes.

12. Insurance

- 12.1. Both Parties shall maintain adequate insurance throughout the period of this Agreement.
- 12.2. Arondite shall maintain:
- 12.2.1. Employer's liability insurance with a minimum level of coverage of five million pounds (GBP 5,000,000) per occurrence;
- 12.2.2. public liability insurance to a minimum level of coverage of one million pounds (GBP 1,000,000) per occurrence; and
- 12.2.3. professional indemnity insurance with a minimum level of coverage of one million pounds (GBP 1,000,000) per occurrence.

13. Assignment

- 13.1. The Customer may assign to the Crown Commercial Service or to another public body upon notice. Arondite may not assign without Customer consent, except to an affiliate in a bona fide reorganisation, with prior written notice.

14. Severance and waiver

- 14.1. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- 14.2. The rights and remedies of either Party in respect of this Agreement shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time granted by that Party to the other nor by any failure of, or delay in ascertaining or exercising any such rights or remedies. Any waiver of any breach of this Agreement shall be in writing. The waiver by either Party of any breach of this Agreement shall not prevent the subsequent enforcement of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.

15. Entire Agreement

- 15.1. This Agreement together with any document(s) referred to in it constitutes the entire agreement between the Parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.
- 15.2. The Parties acknowledge that this Agreement has not been entered into wholly or partly in reliance on, nor has either Party been given, any warranty, statement, promise or representation by the other or on its behalf other than as expressly set out in this Agreement.
- 15.3. Each Party agrees that the only rights and remedies available to it arising out of or in connection with any warranties, statements, promises or representations will be for breach of contract and irrevocably and unconditionally waives any right it may have to any claim, rights or remedies including any right to rescind this Agreement which it might otherwise have had in relation to them.
- 15.4. No variation of this Agreement shall be effective unless it is in writing and signed by each of the Parties (or their authorised representatives).

16. Notices

- 16.1. Any notice given to a Party under or in connection with this contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or recorded delivery or by commercial courier, or by email, to each Party required to receive the notice to communication at its address as set out below:
 - 16.1.1. **Arondite:** 7 Bell Yard, London WC2A 2JR; legal@arondite.com
 - 16.1.2. **Customer:** [Contact Name, Address, email];or as otherwise specified by the relevant Party by notice in writing to each other Party.
- 16.2. Any notice shall be deemed to have been received:
 - 16.2.1. if sent by email, when sent to the notified address, deemed receipt follows the Call-Off/Public Sector Contract rules;
 - 16.2.2. if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and
 - 16.2.3. 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 at the time recorded by the delivery service.
- 16.3. This Clause 16 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.

17. Contracts (Rights of Third Parties) Act 1999

- 17.1. A person who is not a party to this Agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 17.2. The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement is not subject to the consent of any person that is not a party to this Agreement.

18. Dispute resolution

- 18.1. If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it, then:

Step 1	Parties	Either Party may call a meeting of the Parties by giving not less than 15 Business Days' written notice to the other, and each Party shall procure that an authorised representative attends such meeting. Those attending the relevant meeting shall use all reasonable endeavours to resolve the dispute. If the meeting fails to resolve the dispute within 15 Business Days of its being referred to it, either Party may refer the dispute to Step 2 below by notice in writing to the other Party.
Step 2	Chief Executives	The Chief Executives shall use reasonable endeavours to resolve the dispute as amicably as possible within 15 Business Days of the dispute being referred to them. If the Chief Executives fail to resolve the dispute in those 15 Business Days, the Parties may within that period agree in writing to go to step 3 below.
Step 3	Mediation	An alternative dispute resolution procedure with the assistance of a mediator agreed by the Parties or, in default of such agreement within 5 days of the end of the period contemplated in Step 2 above, appointed by the Centre for Effective Dispute Resolution, 70 Fleet Street, London EC4Y 1EU. If the Parties reach a settlement, such settlement shall be codified and signed by a duly authorised representative of each of the Parties.

- 18.2. The Parties shall bear their own legal costs of complying with Clause 19.1, but the costs and expenses of mediation shall be borne by the Parties equally.
- 18.3. Notwithstanding the provisions of this Clause 18, either Party may take proceedings or seek remedies before the courts or any competent authority of any country for interim or interlocutory remedies in relation to any breach of this Agreement or infringement by the other Party of that Party's Intellectual Property Rights.

19. Governing Law and Jurisdiction

- 19.1. 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 construed in accordance with the law of England and Wales.
- 19.2. The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

