SYSMAX SAAS TERMS AND CONDITIONS AGREED TERMS

INTERPRETATION

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

Agreement: the contract between the Supplier and the Customer for the provision of the Services, made up of these terms and conditions and the Quotation.

Authorised Users: such personnel of the Customer in respect of whom the Customer holds valid Authorised User Subscriptions.

Authorised User Subscriptions: the user subscriptions purchased by the Customer as detailed in the Quotation, and as maybe added to pursuant to Clause 4, which entitle the Authorised Users to access and use the Subscription Services and the Documentation in accordance with this Agreement.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Company: the purchaser of the Services, as identified in the Quotation.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 11.5. Consultancy Services: such consultancy support services (for example updating the Software with additional Customer Data, training, and/or reporting services) which the Supplier has agreed to provide to the Customer, as set out in the Quotation.

Consulting Support Fees: the Supplier's charges for providing any Consultancy Services and/or Maintenance Services, as set out in the Quotation.

Customer Data: the data inputted by the Customer, Authorised Users, or the Supplier on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.

Discipline Fee: the fees payable by the Customer to the Supplier for being able to access the Subscription Services in the Licensed Discipline(s), as identified in the Quotation. Documentation: such documentation made available to the Customer by the Supplier which sets out a description of the Services and/or the user instructions for the Services. Effective Date: the commencement date of the Services as identified in the Quotation.

Fees: means together the i) System Fee ii) the User Fees iii) the Regional Fee iv) the Discipline Fee and v) any Consulting Support Fees.

Initial Term: three (3) years from the Effective Date, or such term as is outlined in the Quotation.

Licensed Discipline: the technical discipline(s) in which the Authorised Users, or groups of Authorised Users, may use the Subscription Services, as identified in the Quotation.

Licensed Region: the geographical regions in which the Authorised Users, or groups of Authorised Users, may use the Subscription Services, as identified in the Quotation. Maintenance Services: any maintenance services the Supplier has agreed to provide as more particularly described in clause 4.4 and/or the Quotation.

Normal Business Hours: 9.00 am to 5.00 pm local UK time, each Business Day.

Order: the Customer's order for the Services, as evidenced by either (i) a purchase order from the Customer (ii) written acceptance by the Customer of the Quotation or (iii) the commencement of use of the Services by the Customer (whichever occurs first).

Quotation: the Supplier's written quotation for the use of the Services by the Customer.

Regional Fee: the fees payable by the Customer to the Supplier for being able to access the

Subscription Services in the Licensed Region(s), as identified in the Quotation. Renewal Period: the period described in clause 13.1. Services: together the Subscription Services, the Consultancy Services and the Maintenance Services (as applicable).

Software: the online software application provided by the Supplier as part of the Subscription Services, currently known as identified in the Quotation.

Subscription Services: the subscription services provided by the Supplier to the Customer under this Agreement via ww.sysmax.com or any other website notified to the Customer by the Supplier from time to time, as more particularly described in the Documentation.

Supplier: means Sysmax Limited, a company registered in England and Wales (CRN: 04260982), whose registered office is at: 20-22 Wenlock Road, London, N1 7GU

System Fee: means the over-arching annual fee for using the Subscription Services as identified in the Quotation.

Term: has the meaning given in clause 13.1 (being the Initial Term together with any subsequent Renewal Periods).

User Fees: the subscription fees payable by the Customer to the Supplier for the Authorised User Subscriptions, as set out in the Quotation.

Virus: anything or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

1.2 Clause headings shall not affect the interpretation of this Agreement.

1.3 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.4 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.

1.5 A reference to a statute or statutory provinosion is a reference to it as it is in force as at the date of this Agreement.

1.6 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.

1.7 A reference to writing or written includes faxes and e-mail.

2. CONTRACT FORMATION

2.1 These terms and conditions apply to the Agreement to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 The Order constitutes an offer by the Customer to purchase the Services in accordance with these terms and conditions.

2.3 The Order shall only be deemed to be accepted when the Supplier confirms its acceptance of the Order, either in writing or by allowing the Customer to use the Services, at which point the Agreement shall come into existence.

2.4 Each Quotation given by the Supplier shall not constitute an offer. A Quotation shall only be valid for the period identified within it, or where no such period is detailed, 20

Business Days from its date of issue.

3. AUTHORISED USER SUBSCRIPTIONS

3.1 In consideration of the payment by the Customer of the User Fees, Regional Fee, the

Discipline Fee and the System Fee, and subject to the restrictions set out in this clause 2 and the other terms and conditions of this Agreement, the Supplier hereby grants the Authorised Users a non-exclusive, non-transferable right to use the Subscription Services and the Documentation during the Term solely for the Customer's internal business operations, within the Licensed Discipline(s) and Licensed Region(s).

3.2 In relation to the Authorised Users, the Customer undertakes that:

(a) it shall only permit Authorised Users to access and use the Subscription Services;

(b) it will not allow any Authorised User Subscription to be used by anyone other than the named Authorised User;

(c) each Authorised User shall keep a secure password for his use of the Services and Documentation, that such password shall be changed regularly and that each Authorised User shall keep his password confidential; and

(d) it shall maintain a written, up to date list of current Authorised Users and provide such list to the Supplier within a reasonable time of the Supplier's written request at any time or times.

3.3 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Subscription Services that:

(a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

(b) facilitates illegal activity;

(c) depicts sexually explicit images;

(d) promotes unlawful violence;

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

(f) in a manner that is otherwise illegal or causes damage or injury to any person or property;

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.

3.4 The Customer shall not:

(a) except as may be allowed by any applicable law which is incapable of exclusion by Agreement between the parties:

(i) and except to the extent expressly permitted under this Agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or

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

(b) access all or any part of the Subscription Services and Documentation in order to build a product or service which competes with the Subscription Services and/or the Documentation; or

(c) use the Subscription Services and/or Documentation to provide services to third parties; or

(d) subject to clause 20.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Subscription Services and/or Documentation available to any third party except the Authorised Users, or

(e) attempt to obtain, or assist third parties in obtaining, access to the Subscription Services and/or Documentation, other than as provided under this clause 3.

(f) Infringe copyright, patent or other regulatory or statutory obligations in the relevant jurisdictions in which the Sysmax systems are deployed.

3.5 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Subscription Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify the Supplier.

3.6 The rights provided under this clause 3 are granted to the Customer only and shall not be considered granted to any subsidiary or holding company of the Customer, unless otherwise stated in the Quotation.

4. ADDITIONAL AUTHORISED USER SUBSCRIPTIONS

4.1 Subject to clause 4.2 and clause 4.3, the Customer may, from time to time, purchase additional Authorised User Subscriptions in excess of the number set out in the Quotation, and/or extend the Licensed Disciplines or Licensed Regions.

4.2 If the Customer wishes to purchase additional Authorised User Subscriptions and/or extend the Licensed Disciplines or Licensed Regions, the Customer shall notify the Supplier in writing. The Supplier shall evaluate such request and respond to the Customer with approval or rejection of the request (such approval not to be unreasonably withheld) and confirm the costs of such modifications.

4.3 If the Supplier approves the Customer's request, the Customer shall, within 30 days of the date of the Supplier's invoice, pay to the Supplier the relevant fees for such additional Authorised User Subscriptions and/or extended Licensed Disciplines or Licensed Regions (as applicable) as notified to it by the Supplier.

5. SERVICES

5.1 The Supplier shall, during the Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of this Agreement.

5.2 Subscription Services. The Supplier shall use all best endeavours to make the Subscription Services available 24 hours a day, seven days a week, except for:

(a) planned maintenance carried out during the maintenance window of 6.00 pm to 2.00 am UK time; and

(b) unscheduled maintenance performed outside Normal Business Hours, provided that the Supplier has used all best endeavours to give the Customer at least 1 Normal Business Hours' notice in advance.

5.3 Consultancy Services. If and to the extent the Supplier is to provide Consultancy Services, such Consultancy Services shall be as described in the Quotation.

5.4 Maintenance Services. If and to the extent the Supplier is to provide Maintenance Services, such Maintenance Services shall include:

(a) telephone support helpdesk on Business Days during Normal Business Hours for the purposes of providing support to the Customer;

(b) the application of upgrades to the Software as and when available (note this excludes any bespoke changes to the Software which shall be dealt with separately as Consultancy Services);

(c) the provision of Software bug fixes.

The Supplier shall use all best endeavours respond to support requests within one (1) day of receipt.

5.5 Maintenance Services shall exclude: (a) Software changes;

(b) Amendments to Customer Data; (c) Software training;

(d) Travel and subsistence costs of the Supplier, unless stated otherwise in a Quotation.

6. CUSTOMER DATA

6.1 The Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

6.2 The Supplier shall back up the Customer Data from time to time. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Supplier. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party

6.3 The Supplier shall, in providing the Services, comply with its privacy and security policy relating to the privacy and security of the Customer Data available at www.sysmax.com or such other website address as may be notified to the Customer from time to time, as such document may be amended from times to time by the Supplier in its sole discretion.

6.4 If the Supplier processes any personal data on the Customer's behalf when performing its obligations under this Agreement, the parties record their intention that the Customer shall be the data controller and the Supplier shall be a data processor and in any such case:

(a) the Customer acknowledges and agrees that the personal data may be transferred or stored outside the EEA or the country where the Customer and the Authorised Users are located in order to carry out the Services and the Supplier's other obligations under this Agreement;

(b) the Customer shall ensure that the Customer is entitled to transfer the relevant personal data to the Supplier so that the Supplier may lawfully use, process and transfer the personal data in accordance with this Agreement on the Customer's behalf;

(c) the Customer shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation; and

(d) each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

7. SUPPLIER'S OBLIGATIONS

7.1 The Supplier undertakes that the Subscription Services will be performed with due skill and care.

7.2 The undertaking at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Subscription Services contrary to the Supplier's instructions, or modification or alteration of the Subscription Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents. If the Subscription Services do not conform with the foregoing undertaking, Supplier will, at its expense, use 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 7.1.

7.3 The Supplier undertakes that any Maintenance Services and/or Consultancy Services will be performed with due skill and care, and shall use all best endeavours to resolve issues raised by the Customer pursuant to the Maintenance Services.

7.4

7.5 This Agreement shall not prevent the Supplier 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.

7.6 The Supplier warrants that (i) it has the right to enter into this licence and to grant the Customer a licence or sub-licence and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement; (ii) the

Subscription will conform in all material respects to the scope of services provided under this Agreement; (iii) the Subscription is free from Viruses and other malicious code. These warranties shall apply to any modification that is acquired by the Customer during the course of the Agreement as though references to the date of this licence were references to the date on which such modification was acquired.

8. CUSTOMER'S OBLIGATIONS

The Customer shall:

(a) provide the Supplier with:

(i) all necessary co-operation in relation to this Agreement; and

(ii) all necessary access to such information and systems (including those at the offices of the Customer where necessary) as may be required by the Supplier; in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;

(b) comply with all applicable laws and regulations with respect to its activities under this Agreement;

(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, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary.

(d) ensure that the Authorised Users use the Subscription Services and the Documentation in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorised User's breach of this Agreement;

(e) obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services;

(f) ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time (including detail as to compatible web browsers and /or platforms);

(g) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Supplier'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; and

(h) in respect of any Maintenance Services, the Customer must ensure all support requests include sufficient detail and information as to may be necessary for the Supplier to deal with such request.

9. CHARGES AND PAYMENT

9.1 The Customer shall pay the Fees to the Supplier for the User Subscriptions in accordance with this clause 9 and the Quotation.

9.2 The Customer shall, before the Effective Date, provide to the Supplier an approved purchase order acceptable to the Supplier covering all Fees detailed in the Quotation, and any other relevant valid, up-to-date and complete contact and billing details. The Supplier shall be entitled to invoice the Customer:

(a) on the Effective Date for the Fees for the first year;

(b) on each anniversary of the Effective Date for each subsequent year's Fees; and the Customer shall pay each invoice within 30 days after the date of such invoice.

9.3 The Quotation shall specify whether the Services detailed therein shall be chargeable shall be on as time and materials basis, a fixed price basis or a combination of both. Time and Materials

9.4 Where Services are provided on a time and materials basis the Supplier's standard daily

fee and hourly rates for each individual person shall be calculated with its standard rates from time to time (unless stated otherwise in a Quotation).

9.5 The Supplier's standard daily fee rates for each individual person are calculated on the basis of an individual working 7.5 hours during Normal Business Hours on a Business Day.

9.6 The Supplier shall be entitled to charge an overtime rate of 150% of the normal daily / hourly fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside of Normal Business Hours. Such Supplier personnel shall only work overtime in an emergency situation, and even then, subject to mutual agreement between the parties.

9.7 The Supplier shall invoice the Customer monthly in arrears for its charges for time, expenses and materials (together with VAT where appropriate) for the month concerned, and the Customer shall pay each invoice within 30 days after the date of each such invoice.

Fixed Price

9.8 Where Services are provided for a fixed price, the total price for the Services shall be the amount set out in the Quotation.

9.9 Except where agreed otherwise in a Quotation, all fixed prices and time and materials rates exclude the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services, the cost of any materials and the cost of services reasonably and properly provided by third parties and 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 plus 5%.

9.10 If the Supplier has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of the Supplier:

(a) the Supplier may, without liability to the Customer, disable the Customer's passwords, accounts and access to all or part of the Services and the Supplier shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

(b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 5% over the then current base lending rate of the Supplier's bankers in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

9.11 All amounts and fees stated or referred to in this Agreement:

(a) shall be payable in pounds sterling;

(b) are, subject to clause 12.4(b), non-cancellable and non-refundable;

(c) are exclusive of value added tax, and any other applicable taxes, which shall be added to the Supplier's invoice(s) at the appropriate rate.

9.12 The Supplier shall be entitled to increase the Fees at the start of each year of the Agreement upon 30 days' prior notice to the Customer, or as may otherwise be described in the Quotation.

10. PROPRIETARY RIGHTS

10.1 The Customer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Services and the Documentation (including in all Supplier registered trademarks, trade names and logos). Except as expressly stated herein, this Agreement does not grant the Customer any rights to, or in, patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.

10.2 The Supplier confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

10.3 The Customer acknowledges and agrees that, if and to the extent the Software is any way modified or updated for the Customer by the Supplier, the Supplier shall be able to apply such modifications and/or updates in respect of other customers (less any confidential Customer Data).

11. CONFIDENTIALITY

11.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that:

(a) is or becomes publicly known other than through any act or omission of the receiving party;

(b) was in the other party's lawful possession before the disclosure;

(c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure;

(d) is independently developed by the receiving party, which independent development can be shown by written evidence; or

(e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

11.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party or use the other's Confidential Information for any purpose other than the implementation of this Agreement.

11.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

11.4 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

11.5 The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute the Supplier's Confidential Information.

11.6 The Supplier acknowledges that the Customer Data is the Confidential Information of the Customer.

11.7 Publicity

(a) Subject to clause 11.7(b), neither party will make any public disclosure relating to this Agreement without the prior written consent of the other party.

(b) The Supplier may make reference to the Customer in its marketing materials and communications (which shall include the Supplier's website).

12. LIMITATION OF LIABILITY

12.1 This clause 12 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer:

(a) arising under or in connection with this Agreement;

(b) in respect of any use made by the Customer of the Services and Documentation or any part of them; and

(c) in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

12.2 Except as expressly and specifically provided in this Agreement:

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

(c) the Services and the Documentation are provided to the Customer on an "as is" basis and as amended from time to time (to the extent permitted by applicable law).

12.3 Nothing in this Agreement excludes the liability of the Supplier:

(a) for death or personal injury caused by the Supplier's negligence; or

(b) for fraud or fraudulent misrepresentation.

12.4 Subject to clause 12.2 and clause 12.3:

(a) the Supplier 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

(b) the Supplier's total aggregate liability in contract, 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 Fees paid during the 12 months immediately preceding the date on which the claim arose.

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 Initial Term and, thereafter, this Agreement shall be automatically renewed for successive periods of 12 months (each a Renewal Period), or such other number of renewal years as is set out in the Quotation, unless:

(a) either party notifies the other party of termination, in writing, at least 30 days before the end of the Initial Term or any Renewal Period, in which case this Agreement shall terminate upon the expiry of the applicable Initial Term or Renewal Period;

(b) the Customer, during the Initial Term, provides the Supplier with fourteen (14) days written notice of termination, and has paid to the Supplier in full the sums detailed ins clause 13.4, in which case this Agreement shall terminate upon the expiry of the fourteen (14) days' notice period;

(c) otherwise terminated in accordance with the provisions of this Agreement; and the Initial Term together with any subsequent Renewal Periods shall constitute the Term.

13.2 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:

(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;

(b) the other party commits a material and persistent breach of any other term of this Agreement which breach is irremediable or (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 On termination of this Agreement for any reason:

(a) all licences granted under this Agreement shall immediately terminate;

(b) 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;

(c) the Supplier may destroy or otherwise dispose of any of the Customer Data in its possession unless the Supplier receives, no later than ten days after the effective date of the termination of this Agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. The

Supplier shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by the Supplier in returning or disposing of Customer Data; and

(d) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced.

13.4

13.5 The following clauses shall survive termination of this Agreement (howsoever caused): 1, 10, 11, 12, 13.3, 13.5, and 14 to 25 inclusive.

14. FORCE MAJEURE

The Supplier shall have no liability to the Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock- outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport or telecommunications network for more than sixty (60) days, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub- contractors, provided that the Customer is notified of such an event and its expected duration.

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

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall 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 of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

18.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

19. ENTIRE AGREEMENT

19.1 This Agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

19.2 Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

20. ASSIGNMENT

20.1 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement. This excludes any assignment by the Customer to its affiliates.

20.2 The Supplier 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 required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre- paid first-class post or recorded delivery post to the other party at its address set out in the Quotation, or such other address as may have been notified by that party for such purposes, or sent by fax to the other party's fax number as set out in the Quotation (if any), or sent by email to the other party's email address as set out in the Quotation (if any).

23.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by fax shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender). A notice sent by email shall be deemed to have been received at the time of receipt (as shown by a valid sent receipt).

24. GOVERNING LAW

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.

25. 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 this Agreement or its subject matter or formation (including non-contractual disputes or claims).