

TERMS AND CONDITIONS

1. AGREEMENT TO TERMS

- 1.1. These are the terms and conditions for Beautiful Voice Ltd (company number 13863314) whose registered office is at 9A Springfield Road, Oxford, United Kingdom ("**Supplier**") in relation to its Software and Services (as defined below).
- 1.2. These Terms together with the Services Confirmation form the agreement between the Supplier and the Customer for the Services ("**Agreement**").

2. DEFINITIONS

- 2.1. The definitions and rules of interpretation in this clause apply to these Terms.

Name	Definition
Authorised User	A clinician or any other person authorised by the Customer to use the Services.
Business Day	A day other than a Saturday, Sunday, or public holiday in England when banks in London are open for business.
Clinician	A medical, nursing, or allied health professional employed or engaged by the Customer who is providing care to a Patient.
Confidential Information	Information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 10.1.
Customer	The health sector entity which subscribes to the Services, as set out in the Services Confirmation.
Customer Data	Data inputted by Patients via the platform; data collected by the platform; data inputted into the Platform by Clinicians or other Authorised Users; Outcome Data; and all data generated from the Customer's use of the Services.
Customer Personal Data	All Customer Data which is personal data as defined under Data Protection Legislation.
Data Protection Legislation	All UK privacy and data protection legislation in force, including the Data Protection Act 2018 and UK GDPR, as amended or replaced.
Device	The computer, tablet or smartphone device from which Users access the platform.
Derived Data	Data created by the Supplier from the Customer Data.
Documentation	Documents, information, and materials made available by the Supplier describing the Services and providing user instructions.
Effective Date	The date of signature, or last signature, of the Services Confirmation.
Feedback Data	Feedback from Clinicians and Patients on their experiences of, and opinions on, the Services and Platform.
Fees	The fees payable by the Customer to the Supplier for the Services, as set out in the Services Confirmation.



Initial Term	The initial term of the Agreement as specified in the Services Confirmation.
Intellectual Property Rights	All intellectual property rights worldwide, whether registered or unregistered, including patents, copyright, trade marks, database rights, software rights, confidential information, and all related applications, renewals, and extensions.
Licensed Materials	Documents, information, materials, research models, and tools made available to the Customer and Authorised Users under this Agreement (if any).
Normal Business Hours	8:00 am to 6:00 pm local UK time on each Business Day.

3. AUTHORISED USERS

- 3.1. The Supplier grants to the Customer a non-exclusive, non-transferable right and licence, without the right to grant sublicences, to permit the Authorised Users to use the Services and the Documentation via the Platform during the Subscription Term solely for the Customer's internal business operations.
- 3.2. The Customer shall not, and ensure Authorised Users shall not, access, store, distribute or transmit any Viruses, or any material during the course of its use of the Platform that:
 - 3.2.1. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; or facilitates illegal activity; or in a manner that is otherwise illegal or causes damage or injury to any person or property; and
 - 3.2.2. the Supplier reserves the right, without liability or prejudice to its other rights to the Customer or Authorised Users, to disable the
 - 3.2.3. Customer's or Authorised Users' access to any material that breaches the provisions of this clause.
- 3.3. The Customer shall not (and shall ensure that any Authorised Users shall not), except to the extent expressly permitted under this Agreement:
 - 3.3.1. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Platform, Services and/or Documentation (as applicable) in any form or media or by any means; or
 - 3.3.2. attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Platform; or
 - 3.3.3. access all or any part of the Platform, Services and Documentation in order to build a product or service which competes with the Platform or Services; or
 - 3.3.4. attempt to obtain, or assist third parties in obtaining, access to the Platform or Services, other than as provided under this clause 3; or
 - 3.3.5. attempt to bypass or disable any security feature or mechanism within the Platform.
- 3.4. The Customer shall use all reasonable endeavours to keep and ensure any Authorised Users keep all password and log-in details used in relation to the Platform secure, and to prevent any unauthorised access to, or use of, the Platform



or Services and, in the event of any such unauthorised access or use, promptly notify the Supplier.

- 3.5. In relation to any Authorised Users, the Customer undertakes that:
 - 3.5.1. the maximum number of Authorised Users shall not exceed the number specified in the Services Confirmation;
 - 3.5.2. Authorised Users shall not share accounts to access the Platform or Services; and
 - 3.5.3. it shall maintain a written, up to date list of current Authorised Users and provide such list to the Supplier within five 5 Business days of the Supplier's request at any time.
- 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.

4. SERVICES

- 4.1. The Supplier shall, during the Subscription Term, provide the Platform and Services and make available the Documentation to the Customer on and subject to these Terms.
- 4.2. The Supplier shall use reasonable endeavours to make the Services available on the Platform 24 hours a day, seven days a week, except for:
 - 4.2.1. planned maintenance carried out during the maintenance window of 10.00 pm to 5.00 am UK time; and
 - 4.2.2. unscheduled maintenance performed outside Normal Business Hours, provided that the Supplier has used reasonable endeavours to give the Customer at least 6 Normal Business Hours' notice in advance; and
 - 4.2.3. any emergency maintenance as required, noting that advance notice is unlikely in this case.

5. CUSTOMER DATA AND DATA PROTECTION

- 5.1. As between the parties, the Customer shall own the Customer Data (including any Customer Personal Data) and the Customer shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data provided by Patients or Authorised Users.
- 5.2. The Customer shall provide Outcome Data to the Supplier in such form as parties may agree from time to time.
- 5.3. The Supplier shall follow its standard archiving and back- up procedures for Customer Data. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against the Supplier shall be for Supplier to use reasonable commercial endeavours to restore the lost or damaged Customer Data in accordance with its back-up policy. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by the Customer or the Authorised Users.



- 5.4. Both parties will comply with all applicable requirements of Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Data Protection Legislation.
- 5.5. The Supplier shall, in providing the Services, comply with its privacy policy relating to the privacy and security of Customer Data (including any Customer Personal Data).
- 5.6. In respect of any Customer Personal Data, which the Supplier requires to process in relation to the Services being provided to the Customer, then the parties acknowledge that the Supplier shall be deemed the processor and the Customer the controller (as those terms are defined in the Data Protection Legislation).
- 5.7. The Customer will ensure that it is entitled to transfer the Customer Personal Data to the Supplier so that the Supplier may lawfully use, process and transfer the Customer Personal Data for the duration and purposes of this Agreement.
- 5.8. The scope, nature and purpose of the processing by the Supplier and the duration of the processing shall be limited to processing required to provide the Services during the term of this Agreement. The type of Customer Personal Data will be the data obtained from use of the platform by Patients relating to digital measures of clinically relevant symptoms for Parkinson's disease and other neurodegenerative conditions, and related data obtained from Clinicians. The category of data subjects will be Patients.
- 5.9. The Supplier shall, in relation to Customer Personal Data:
 - 5.9.1. process that Customer Personal Data only on the documented instructions of the Customer, and only to the extent necessary to perform its obligations under this Agreement and shall not process any Customer Personal Data for any other purpose;
 - 5.9.2. the Supplier shall inform the Customer if, in the opinion of the Supplier, the instructions of the Customer infringe Data Protection Legislation (and the Supplier shall be entitled to suspend the Services until an instruction is clarified);
 - 5.9.3. implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data as required under Data Protection Legislation;
 - 5.9.4. ensure that any personnel engaged and authorised by the Supplier to process Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;
 - 5.9.5. assist the Customer insofar as this is possible (taking into account the nature of the processing and the information available to the Supplier), and at the Customer's cost and written request, in responding to any request from a data subject and in ensuring the Customer's compliance with its obligations under Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 5.9.6. notify the Customer without undue delay on becoming aware of a personal data breach involving the Customer Personal Data;
 - 5.9.7. at the written direction of the Customer, delete or return Customer Personal Data and copies thereof to the Customer on termination of the agreement unless the Supplier is required by applicable law to continue to process that



Customer Personal Data (and for the purposes of this clause 5.9(g) Customer Personal Data shall be considered deleted where it is put beyond further use by the Supplier); and

- 5.9.8. maintain records to demonstrate its compliance with this clause 5.8.
- 5.10. The Supplier shall be entitled, on a perpetual and irrevocable basis, to create Derived Data on the following basis:
 - 5.10.1. Derived Data shall only be used for research and development purposes and to improve its services;
 - 5.10.2. Derived Data will be de-identified to remove identifiable Customer Personal Data;
 - 5.10.3. all removed Customer Personal Data will be deleted;
 - 5.10.4. the Supplier undertakes not to attempt to create any re-identified data from Derived Data; and
 - 5.10.5. the Supplier shall own all right, title and interest in Derived Data.
- 5.11. The Supplier shall be entitled to request Feedback Data from Clinicians and Patients for the purpose of evaluation of the efficacy of the Services and to improve the quality of the Services and related algorithms. Any personal data within such Feedback Data shall be used only as permitted in compliance with Data Protection Legislation.
- 5.12. The Supplier shall be entitled, subject to compliance with Data Protection Legislation, to contact Patients in relation to future clinical trials or other medical programmes or services which might be of interest to them.
- 5.13. The parties agree that Data Protection Laws and industry practice may from time-to-time change. the Supplier shall comply with such changes as may be necessary to give effect to any changes to Data Protection Laws and industry practice.

6. SUPPLIER'S OBLIGATIONS

- 6.1. The Supplier shall provide the Services in accordance with the Services Confirmation, the Platform Capabilities (if any) and with the reasonable skill and care expected of a leading company within the industry or business sector.
- 6.2. The obligation at clause 6.1 shall not apply to the extent of any non-conformance which is caused by use of the Platform or Services contrary to the Supplier's instructions, or modification or alteration of the Platform or Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents.
- 6.3. The Supplier:
 - 6.3.1. does not warrant that the Customer's or Authorised Users' use of the Platform or Services will be uninterrupted or error-free; or that the Platform or Services or other information obtained by the Customer or Authorised Users through the Platform will meet the Customer's requirements;
 - 6.3.2. is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Platform, Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.



- 6.4. The 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 the Agreement.
- 6.5. The Supplier warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under these Terms.

7. CUSTOMER'S OBLIGATIONS

- 7.1. The Customer shall provide the Supplier with all necessary co-operation in relation to the Agreement and all necessary access to such information as may be required by the Supplier in order to provide the Services.
- 7.2. The Customer shall comply with all applicable laws and regulations with respect to its activities under these Terms.
- 7.3. The Customer shall ensure that any Authorised Users use the Platform and/or Services and the Documentation in accordance with these Terms and shall be responsible for any Authorised User's breach of these Terms.
- 7.4. The Customer shall ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time.
- 7.5. The Customer shall be, to the extent permitted by law and except as otherwise expressly provided in these Terms, solely responsible for procuring, maintaining and securing 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.

8. CHARGES AND PAYMENT

- 8.1. The Customer shall pay the Fees to the Supplier for the Services in accordance with this clause .
- 8.2. The Supplier shall invoice the Customer for the Fees in line with the Services Confirmation and the Customer shall pay each invoice within 15 days of receipt of such invoice.
- 8.3. 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, the Supplier may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Platform and/or Services and the Supplier shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid.
- 8.4. Interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current base lending rate of the Bank of England from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.



- 8.5. All amounts and fees stated or referred to in the Agreement shall be payable in pounds sterling, are non-cancellable and non-refundable and are exclusive of value added tax, which shall be added to the Supplier's invoice(s) at the appropriate rate.
- 8.6. In the event the usage levels by Customer exceeds the maximum number of Authorised Users specified in the Services Confirmation the Parties agree that the Supplier shall be entitled to increase the Fees based on the then current rates for any additional Authorised Users.
- 8.7. The Supplier shall be entitled to increase the Fees at the start of each Renewal Period upon 30 days' prior notice to the Customer and the Services Confirmation shall be deemed to have been amended accordingly.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1. All Intellectual Property Rights in or arising out of or in connection with the Platform, Services and/or Documentation (other than Intellectual Property Rights in any materials provided by the Customer) are owned by or validly licensed to the Supplier. They are proprietary to the Supplier (or the appropriate third party rights owner) and the Customer and any Authorised Users acquire no rights in them other than the rights of use expressly granted by these Terms.
- 9.2. The Supplier grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of this agreement to any Intellectual Property Rights required for the purpose of receiving and using the Services.

10. CONFIDENTIALITY

- 10.1. Both during and for two years after the termination of this Agreement, each party ("Receiving Party") shall keep in strict confidence any information that is proprietary or confidential and is either clearly labelled as such or which ought reasonably to be treated as confidential, including the existence and terms of the Agreement, all technical or commercial know-how, trade secrets, business information (including information relating to customers, clients, suppliers, plans, intentions, market opportunities, operations, products, processes and designs), technology, software, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party ("Disclosing Party"), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain ("Confidential Information").
- 10.2. The Receiving Party shall restrict disclosure of such Confidential Information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Agreement, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause "Confidentiality" shall survive termination of the Agreement.



- 10.3. This clause 10 shall not apply to the disclosure of Confidential Information which:
- 10.3.1. is now in, or hereafter comes into, the public domain otherwise than as a result of a breach of this clause 10;
 - 10.3.2. was obtained or acquired in circumstances under which the receiving party was not bound by any form of confidentiality obligation; and
 - 10.3.3. is required by law or regulation to be disclosed to any person who is authorised by law or regulation to receive the same (after consultation, if practicable, with the Disclosing Party to limit disclosure to such authorised person to the extent necessary).
- 10.4. Notwithstanding the terms of clause 10.1 and 10.2 above, the Supplier shall be entitled to reference the Customer as being a customer of the Supplier in relation to its marketing activities.
- 10.5. The above provisions of this clause 10 shall continue to apply after termination or expiry of the Agreement.

11. INDEMNITY

- 11.1. The Customer shall defend, indemnify and hold harmless the Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Platform and/or Services contrary to this Agreement, provided that:
- 11.1.1. the Customer is given prompt notice of any such claim;
 - 11.1.2. the Supplier provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
 - 11.1.3. the Customer is given sole authority to defend or settle the claim.
- 11.2. The Supplier shall defend the Customer, its officers, directors and employees against any actual or alleged infringement of any third party's intellectual property in any jurisdiction or for any claim that the use of the Services infringes any database right or right of confidentiality, and shall indemnify the Customer for any claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal costs suffered or incurred or paid by the Customer, provided that:
- 11.2.1. the Supplier is given prompt notice of any such claim;
 - 11.2.2. the Customer does not make any admission, or otherwise attempt to compromise or settle the claim and provides reasonable co-operation to the Supplier in the defence and settlement of such claim, at the Supplier's expense; and
 - 11.2.3. the Supplier is given sole authority to defend or settle the claim.
- 11.3. In the defence or settlement of any claim, the Supplier may procure the right for the Customer to continue using the Services, replace
- or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate the Agreement on 2 Business Days' notice to the



Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

- 11.4. In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:
 - 11.4.1. a modification of the Platform, Services or Documentation by anyone other than the Supplier; or
 - 11.4.2. the Customer's use of the Platform, Services or Documentation in a manner contrary to the instructions given to the Customer by the Supplier; or
 - 11.4.3. the Customer's use of the Platform, Services or Documentation after notice of the alleged or actual infringement from the Supplier or any appropriate authority.
- 11.5. In no event shall the Supplier, its employees, agents or sub-contractors be liable to the Customer or to any Patient for any loss, claim or damage arising from:
 - 11.5.1. any error in the interpretation of the data which is generated from the Services: or
 - 11.5.2. any defect, malfunction or error caused by a Device.
- 11.6. The foregoing and clause 12.4(b) state the Customer's sole and exclusive rights and remedies, and the Supplier's (including the Supplier's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

12. LIMITATION OF LIABILITY

- 12.1. This clause sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to the Customer or any Authorised User in respect of (a) any breach of the Agreement however arising, (b) any use made by the Customer or Authorised Users of the Platform or Services, and (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Agreement.
- 12.2. Except as expressly and specifically provided in these Terms:
 - 12.2.1. 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;
 - 12.2.2. all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from these Terms; and
 - 12.2.3. the Platform, Services and the Documentation are provided to the Customer on an "as is" basis.
- 12.3. Nothing in these Terms excludes the liability of the Supplier for death or personal injury caused by the Supplier's negligence or for fraud or fraudulent misrepresentation or which cannot otherwise be limited by law.
- 12.4. Subject to clause 12.1 and clause 12.3:
 - 12.4.1. 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, wasted expenditure, 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 these Terms; and
- 12.4.2. the Supplier's total aggregate liability in contract (including in respect of the indemnity at clause 11.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Agreement shall be limited to the total Fees paid for the User Subscriptions during the 12 months immediately preceding the date on which the claim arose.
- 12.5. Nothing in these Terms excludes the liability of the Customer for any breach, infringement or misappropriation of the Supplier's Intellectual Property Rights.

13. TERM AND TERMINATION

- 13.1. The 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, the Agreement shall be automatically renewed for successive Renewal Periods, unless:
- 13.1.1. 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 the Agreement shall terminate upon the expiry of the applicable Initial Term or Renewal Period; or
- 13.1.2. otherwise terminated in accordance with the provisions of these Terms.
- 13.2. Without affecting any other right or remedy available to it, either party may terminate the Agreement with immediate effect by giving written notice to the other party if:
- 13.2.1. the other party fails to pay any amount due under these Terms on the due date for payment and remains in default not less than 15 days after being notified in writing to make such payment;
- 13.2.2. the other party commits a material breach of any other of these Terms and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified to do so;
- 13.2.3. the other party is insolvent within the meaning of section 123 of the Insolvency Act 1986;
- 13.2.4. the other party ceases or threatens to cease to trade;
- 13.2.5. the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to these Terms is in jeopardy; or
- 13.2.6. there is a change of control of the other party (within the meaning of section 1124 of the Corporation Tax Act 2010).
- 13.3. On termination of the Agreement for any reason:
- 13.3.1. all rights to use the Platform and Services granted under these Terms shall immediately terminate and the Customer shall immediately terminate;
- 13.3.2. each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;



- 13.3.3. the Supplier shall 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 the 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
- 13.3.4. 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 these Terms which existed at or before the date of termination shall not be affected or prejudiced.

14. GENERAL

- 14.1. This Agreement does not confer any rights on any person or party (other than the parties to the Agreement and, where applicable, their successors and permitted assigns).
- 14.2. No variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 14.3. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 14.4. If any part of the Agreement is held by a court of law (or similar forum) to be invalid or unenforceable, this shall not affect the validity or enforceability of the rest of the Agreement.
- 14.5. Neither party may transfer or assign its rights and obligations under the Agreement to anyone else without the other party's prior written consent.
- 14.6. Nothing in the Agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 14.7. All notices required or permitted under the Agreement will be in writing and given by email to the addresses set out in the Services Confirmation or such other email address as parties may intimate from time to time. Any such notice shall be deemed to have been duly received when confirmation of completion of its transmission has been recorded by the sender's email system.
- 14.8. The Agreement, including the Services Confirmation, constitutes the entire agreement between the parties and supersedes and extinguishes all previous and



contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.

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

14.10. Neither party shall be in breach of these Terms or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 8 weeks, the party not affected may terminate the Agreement by giving 15 days' written notice to the affected party.

15. GOVERNING LAW AND JURISDICTION

15.1. The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non- contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and Wales and the parties agree the English courts shall have exclusive jurisdiction to settle any dispute.