

SOFTWARE LICENCE, HOSTING AND CONSULTANCY TERMS v4.2 (January 2020)

PART 1 – MAIN TERMS AND CONDITIONS

1 Introductory

This Part 1, the Main Terms and Conditions, comprising Clauses 1 to 13 applies to all software licences and services forming part of the Agreement.

2 Definitions

2.1 “Agreement” means the written agreement concluded between COMMERCE DECISIONS and the Customer, including the Scope of Work (if applicable) and any specifications or other documents that are expressly incorporated into it, including the Quotation, and incorporating these terms and conditions (which shall take precedence in the event of any conflict).

2.2 “Business Days” means Monday to Friday except statutory and public holidays in the United Kingdom.

2.3 “Consultancy Service” means consultancy in the installation and/or use of the software product licence to be provided by COMMERCE DECISIONS as described in the Scope of Work, or as otherwise agreed in the Agreement.

2.4 “Customer” means the party who purchases or agrees to purchase the Software Licence and/or the Services.

2.5 “Customer Resources” has the meaning given in Clause 22.4.

2.6 “Deliverable” has the meaning given in Clause 22.3.

2.7 “Proprietary Information” means trade secrets, and all other information of a confidential or proprietary nature including but not limited to any and all technical information, data, drawings, process information and know-how and embracing reports, computer Software (whether in object or source code) and designs and any information concerning products, customers, business accounts, financial or contractual arrangements or other dealings, transactions or affairs, reports, recommendations, advice or tests and development plans, and in whatever form whether in writing, given orally or contained in an electronic format, and which is either marked as confidential (or with some similar legend) or otherwise clearly intended to be confidential.

2.8 “COMMERCE DECISIONS” means COMMERCE DECISIONS LIMITED registered in United Kingdom, Company No. 415 7081.

2.9 “Quotation” means COMMERCE DECISIONS’ quotation for the supply of Software Licences and/or Services.

2.10 “Scope of Work” means the scope of the Services to be carried out under the Agreement, as specified (or referred to) in the Quotation.

2.11 “Software” means the AWARD or ADVANCE software product and its related modules and documentation which is proprietary to COMMERCE DECISIONS and its licensors, together with any updates provided under this Agreement, but excluding both Third Party Distributed Software and Third Party Required Software, and for the avoidance of doubt the grant of a licence to use the Software is not part of the Services but is instead governed by the Software Licence.

2.12 “Software Hosting Service” means the service providing access over the World Wide Web to the Software installed on computer systems owned and operated by or for COMMERCE DECISIONS.

2.13 “Software Maintenance Services” means the services providing bug fixes, and updates to the Software as further described in Clause 20.1.

2.14 “Software Licence” means a licence to use the AWARD or ADVANCE Software and associated modules in accordance with Clause 15.

2.15 “Services” means the Software Hosting Service and/or the Software Maintenance Service and/or the Consultancy Service as set out in the Scope of Work, or as otherwise agreed between the Parties, which are to be carried out by COMMERCE DECISIONS.

2.16 “Third Party Distributed Software” means certain third-party software which is used by the Software to perform some of its functions but excluding the Third Party Required Software. If the Customer elects the option to install the Software on his computer system rather than subscribe to the Software Hosting Service to access and use the Software, the Third Party Distributed Software will be distributed to him on the media containing the Software or by alternative means.

2.17 “Third Party Required Software” means third party software required to be installed by the Customer on his computer system where the Software is installed, when wishing to use certain functionality of the Software but excluding any standard computer

operating system.

3 Agreement

3.1 COMMERCE DECISIONS shall grant the Software Licence and perform the Services (in each case as relevant) in accordance with these terms and conditions, which are the only terms upon which COMMERCE DECISIONS is prepared to deal with the Customer and they shall govern the Agreement to the entire exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or any other document).

3.2 Each order by the Customer for the grant of a Software Licence or supply of Services shall be deemed to be an offer by the Customer to purchase the same subject to these terms and conditions.

3.3 The Agreement (together with COMMERCE DECISIONS' acceptance of any purchase order) represents the entire agreement between the parties relating to the Software and Services. Where there is inconsistency between the Agreement and any such purchase order, the terms of the Agreement shall prevail.

4 Payment

4.1 COMMERCE DECISIONS shall invoice the Customer at the times stated in the Agreement, or otherwise at the end of each month in which the Services are provided.

4.2 The Customer shall pay COMMERCE DECISIONS the fees in respect of the Services by bank transfer to a bank account nominated by COMMERCE DECISIONS (or other payment methods acceptable to COMMERCE DECISIONS) within 30 days of submission of an invoice by COMMERCE DECISIONS.

4.3 Unless otherwise stated in the Agreement, the fees are exclusive of any Value Added Tax, sales tax or similar, and any taxes, duties or imposts chargeable thereon all of which shall be payable by the Customer as an additional charge. All payments due from the Customer shall be made without deduction of any setoffs, taxes, charges and other duties (including any withholding or income taxes). In the event any withholding tax is applied, the Customer shall make such additional payment as is required to ensure that the same sum is received by COMMERCE DECISIONS as if no such withholding tax has been imposed.

4.4 If the Customer disputes any invoice or part thereof, the Customer shall immediately notify Commerce Decisions in writing of the reasons therefor. The Customer shall immediately pay the undisputed portion of the invoice, and the parties shall seek to

resolve the dispute within 14 days, and in the absence of a resolution the provisions of Clause 12 (Dispute Resolution) shall apply. Upon resolution of the dispute, such sum as is agreed by the parties as payable shall be paid immediately to COMMERCE DECISIONS, together with any interest due under Clause 4.5.

4.5 If the Customer fails to pay COMMERCE DECISIONS any sum due pursuant to the Agreement, the Customer will be liable to pay interest to COMMERCE DECISIONS on such sums from the due date for payment at an annual rate equivalent to the base lending rate from time to time of Lloyds TSB Bank plc plus 4 percentage points, accruing on a daily basis until payment is made, whether before or after any judgement.

4.6 Whenever under the Agreement any sum of money shall be recoverable from or payable by the Customer, COMMERCE DECISIONS may deduct the same from any sum then due to the Customer under the Agreement or any other contract between COMMERCE DECISIONS and the Customer.

5 Warranty and Exclusive Remedy

5.1 COMMERCE DECISIONS warrants that it shall use reasonable skill and care in performance of the Services but makes no warranty that all or any of the Deliverables will be suitable to enable the Customer to achieve any particular purpose even when such purpose has been notified to COMMERCE DECISIONS.

5.2 Subject to Clause 18, COMMERCE DECISIONS makes no warranty that all or any of the Deliverables or Software will not infringe the rights of any third party.

5.3 Where COMMERCE DECISIONS supplies, in connection with the provision of the Services or Software, any services or software supplied by a third party, COMMERCE DECISIONS does not give any warranty, guarantee or assurance of any kind as to their quality, fitness for purpose or otherwise nor is any software support given, but it shall, where reasonably possible, assign to the Customer the benefit of any warranty, guarantee or indemnity given by the third party supplying the services or software to COMMERCE DECISIONS.

5.4 Other than as expressly set out in these terms and conditions, COMMERCE DECISIONS makes no warranty and accepts no liability for the use made of all or any of the Deliverables or Software by the Customer or by any third party who has obtained such Deliverables or Software directly or indirectly from the Customer.

5.5 Subject to Clause 5.6 below, if any defect or fault is found to exist in the Deliverables resulting from the performance of the Services not in conformance with the warranty in

Clause 5.1, COMMERCE DECISIONS shall at its option either (i) re-perform the relevant Services or part thereof; and/or repair or replace any Deliverables (or the defective part) or (ii) refund such proportion of the charges paid to COMMERCE DECISIONS by the Customer for the Services as is reasonable, PROVIDED THAT, if COMMERCE DECISIONS so requests, the Customer shall, at the Customer's expense, return any Deliverables or the part which is defective to COMMERCE DECISIONS.

5.6 COMMERCE DECISIONS shall have no liability of any kind for breach of its warranty in Clause 5.1 in circumstances where:

5.6.1 the Customer fails to give written notice of the alleged breach to COMMERCE DECISIONS within ten (10) days of the time when the Customer discovers or ought to have discovered it and in any event within three (3) months of delivery of the affected Services or Deliverable or, having given such notice:

5.6.1.1 fails to give COMMERCE DECISIONS a reasonable opportunity to examine any such Deliverables concerned; or

5.6.1.2 failures (having been asked to do so by COMMERCE DECISIONS) to return, at the Customer's cost, such Deliverables for examination at COMMERCE DECISIONS' place of business; or

5.6.1.3 continues to make full or substantially full use of such Services or Deliverables; or

5.6.2 the defect arises as a result of: (i) defects in any Customer Resources; or (ii) the Customer failing to follow COMMERCE DECISIONS' oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Deliverables or (if there are none) good trade practice; or (iii) the Customer altering or repairing any Deliverables without the prior written consent of COMMERCE DECISIONS; or

5.6.3 any sums remain due and outstanding under the Agreement at the date of receipt by COMMERCE DECISIONS of the notice referred to in Clause 5.6.1.

5.7 THE CUSTOMER ACKNOWLEDGES AND ACCEPTS THAT THE WARRANTIES AT CLAUSE 5.1 AND ASSOCIATED REMEDIES AT CLAUSE 5.5 ARE ITS SOLE AND ENTIRE WARRANTIES AND REMEDIES IN CONNECTION WITH THE PERFORMANCE BY COMMERCE DECISIONS OF THE SERVICES UNDER THIS AGREEMENT. ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, TERMS, STATEMENTS, UNDERTAKINGS AND OBLIGATIONS WHICH MAY OTHERWISE BE IMPLIED (BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE) IN RELATION TO THE SERVICES ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

6 Limitations of Liability

6.1 Nothing in the Agreement shall exclude or limit the liability of COMMERCE DECISIONS (including any acts of its employees, agents and subcontractors) for death or personal injury caused by COMMERCE DECISIONS' proven negligence or fraud committed by COMMERCE DECISIONS (including fraudulent misrepresentation) or any other matter for which it would be illegal, or in breach of statutory provision, for COMMERCE DECISIONS to exclude its liability.

6.2 SUBJECT TO CLAUSE 6.1, COMMERCE DECISIONS' AGGREGATE LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), MISREPRESENTATION OR OTHERWISE, ARISING IN CONNECTION WITH THE PERFORMANCE, NON-PERFORMANCE OR CONTEMPLATED PERFORMANCE OF THE AGREEMENT SHALL NOT EXCEED THE TOTAL VALUE OF MONIES PAID BY THE CUSTOMER DURING THE PRECEDING 12 MONTHS OF THIS AGREEMENT.

6.3 SUBJECT TO CLAUSE 6.1, IN NO EVENT WILL COMMERCE DECISIONS OR ANY SUPPLIER OF THIRD PARTY DISTRIBUTED SOFTWARE OR THIRD PARTY REQUIRED SOFTWARE BE LIABLE TO THE CUSTOMER FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS, DAMAGE, COSTS, EXPENSES OR OTHER CLAIMS WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF BUSINESS, DEPLETION OF GOODWILL OR LIKE LOSS, OR LOSS OF DATA, OR ARISING FROM LOSS OF DATA, LOSS OF USE OR LOSS OF OPPORTUNITY OR OTHER INTANGIBLE LOSSES (EVEN IF COMMERCE DECISIONS HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH LOSS, DAMAGE, COST OR EXPENSE)) OR ANY LOSS, DAMAGE OR LIABILITY TO THE EXTENT CAUSED BY THE NEGLIGENCE, WILFUL MISCONDUCT OR OTHER FAULT OF THE CUSTOMER, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS; IN EACH CASE HOWSOEVER CAUSED, INCLUDING WITHOUT LIMITATION NEGLIGENCE OR BREACH OF STATUTORY DUTY OR MISREPRESENTATION, ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR ANY LIABILITY INCURRED BY THE CUSTOMER WITHOUT COMMERCE DECISIONS' PRIOR WRITTEN AUTHORISATION.

6.4 SUBJECT TO CLAUSE 6.1, THE CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT COMMERCE DECISIONS AND ANY SUPPLIER OF THIRD PARTY DISTRIBUTED SOFTWARE OR THIRD PARTY REQUIRED SOFTWARE SHALL NOT BE LIABLE TO THE CUSTOMER FOR: (i) THE CUSTOMER'S USE OR THE INABILITY TO USE THE SERVICES; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF THE CUSTOMER'S

TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES; OR (v) ANY OTHER MATTER RELATING TO THE SERVICES.

6.5 OTHER THAN AS EXPRESSLY STATED IN THESE TERMS AND CONDITIONS, COMMERCE DECISIONS MAKES NO WARRANTY OR REPRESENTATION THAT (i) THE SERVICES OR SOFTWARE WILL MEET THE CUSTOMER'S REQUIREMENTS, (ii) THE SERVICES OR SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR SOFTWARE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY THE CUSTOMER THROUGH USE OF THE SOFTWARE OR THE SERVICES WILL MEET THE CUSTOMER'S EXPECTATIONS, OR (V) THAT ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

6.6 ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES OR ACCESS TO THE SOFTWARE IS DONE AT THE CUSTOMER'S OWN DISCRETION AND RISK AND THE CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ITS COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

6.7 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY THE CUSTOMER FROM COMMERCE DECISIONS OR THROUGH OR FROM THE SERVICES OR SOFTWARE SHALL HAVE THE EFFECT OF CREATING ANY WARRANTY OR OTHER OBLIGATION NOT EXPRESSLY STATED IN THE AGREEMENT.

7 Commercial Confidentiality

7.1 Without prejudice to the rights of either party arising elsewhere in the Agreement, all Proprietary Information exchanged between the Customer and COMMERCE DECISIONS (including that contained in any Customer Resources and Deliverables) shall be treated as commercially confidential in accordance with this Clause.

7.2 Neither party shall use, disclose or knowingly permit to be disclosed to any person (except those employees, agents or sub-contractors who need to know the information for the purposes of the Agreement) any Proprietary Information of the other party without the prior written consent of the other party and both parties shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind the parties to the Agreement.

7.3 The obligations of confidentiality owed by one party to the other set out in this

Clause shall remain in force despite the completion (or earlier determination) of the Agreement but shall not apply to information which:

7.3.1 is in or enters the public domain (otherwise than by a breach of the receiving party's confidentiality obligations under the Agreement).

7.3.2 is known without restriction to the receiving party at the time of disclosure without breach of any obligation of confidentiality.

7.3.3 becomes known to the receiving party without restriction from an independent source having the right to convey it.

7.3.4 is shown to the reasonable satisfaction of the originating party to have been generated independently by the receiving party.

7.4 Nothing herein shall prevent the disclosure of information by the receiving party to the extent required by applicable law or by the regulations of any stock exchange or regulatory authority to which such party is subject or pursuant to any order of court or other competent authority or tribunal PROVIDED THAT:

7.4.1 the receiving party first gives the other party, where possible, the opportunity to make and/or manage the necessary disclosure.

7.4.2 where the receiving party is required to make the disclosure itself, the disclosure made is the minimum required (having regard to all possible exemptions from disclosure) and is made under maximum possible constraints of confidentiality; and

7.4.3 the other party is provided with full information on the intended disclosure and is fully consulted.

7.5 This Clause 7 shall not apply to the disclosure of any Proprietary Information contained in any Deliverables to the extent that such disclosure is reasonably necessary for the exercise by the Customer of the rights referred to in Clause 22.10.

7.6 The parties acknowledge that damages would not be an adequate remedy for any breach of this Clause and that (without prejudice to any other rights or remedies that the parties may be entitled to as a matter of law), both parties will be entitled to the remedies of injunction, specific performance, and other equitable relief to enforce the provisions of this Clause and no proof of special damages shall be necessary for the enforcement of the provisions of this Clause.

8 Miscellaneous

8.1 Each party warrants to the other that it has not relied upon any representation not recorded here which has induced it to enter into the Agreement, and the Agreement constitutes the entire agreement between the parties in connection with its subject matter.

8.2 No amendment will be valid unless confirmed in writing and signed by an authorised signatory of COMMERCE DECISIONS.

8.3 In the event that any of these terms and conditions or any part of any term or condition is judged illegal or unenforceable for any reason the continuation in force of the remainder of these terms and conditions will not be prejudiced. In such circumstances, the parties shall co-operate in good faith to replace the unlawful, invalid or unenforceable with a provision that is lawful, valid and enforceable and insofar as is possible, achieves the original intent of the provision it replaces.

8.4 No delay or failure by either party in enforcing its respective rights will prejudice or restrict the rights of that party, and no waiver of any such rights, or of any breach of any contractual terms, will be deemed to be a waiver of any other right or of any later breach.

8.5 Neither party will assign or transfer all or any part of the Agreement (including the Software Licence) without the prior written consent of the other party except that COMMERCE DECISIONS may assign the benefit of all or any part of the Agreement to any company which is or becomes the legal owner of all or the applicable part of the Software or as part of a corporate re-organisation.

8.6 The Customer undertakes that it will not employ any person who has provided the Consultancy Service or engage such person to provide services to it at any time within 6 months of the end of the last month in which such consultant provided the Consultancy Service to the Customer as an employee or consultant to COMMERCE DECISIONS. By way of a reasonable pre-estimate of damages and not a penalty, if in breach of this sub-clause, the Customer undertakes to pay COMMERCE DECISIONS a fee equal to 25 per cent of the basic salary payable to such person by COMMERCE DECISIONS or 25 per cent of the fees paid to such person as a consultant in the 12 months prior to the last date upon which he provided services to COMMERCE DECISIONS.

8.7 Each party acknowledges that it is acting as an independent contractor and not in any way as an agent or representative of the other. Neither party has authority to bind or speak for the other party except as may be specified in writing from time to time.

8.8 Subject to Clause 8.9, neither the Customer nor COMMERCE DECISIONS shall, for publicity purposes, without the prior written consent of the other party; (i) make use of the other party's name or the names of that party's personnel, customers or agents (but this shall not prevent publicity of any separate relationship existing between that party and the customer or agent concerned); or (ii) refer to the other party or the Agreement in any advertisement, announcement or notice, except to the extent required by law or any competent regulatory body.

8.9 Unless the Customer has notified COMMERCE DECISIONS in writing as at the date of this Agreement or within 5 Business Days thereafter, not to publicise the fact that the Customer is a customer of COMMERCE DECISIONS, COMMERCE DECISIONS may (but is not obliged to) refer to the Customer by name and/or use the Customer's logo to identify the Customer, on the COMMERCE DECISIONS' web site and/or other marketing material, to the fact the Customer is a customer of COMMERCE DECISIONS and/or a user of Software and/or related services (and for the avoidance of doubt COMMERCE DECISIONS will not publicise the Customer's use of the Software in association with a particular project or other Proprietary Information of the Customer without the Customer's prior written agreement). However, COMMERCE DECISIONS shall be entitled to disclose details of this Agreement to third parties to enable COMMERCE DECISIONS to fulfil any reporting obligations it has (including to third parties whose software is comprised within the Software).

8.10 Where the Customer is an organisation resident or incorporated in the USA, it is agreed that the Uniform Computer Information Transactions Act does not apply to this Agreement.

8.11 The Supplier shall comply with the Modern Slavery Act 2015 and any other modern slavery laws, legislation, regulations or directives ("Modern Slavery Legislation") which apply to its business, or which apply in the place where the Contract is performed. The Supplier will not and will procure that its employees, subcontractors, agents and representatives will not, engage in any activity, practice or conduct which would constitute an offence under any Modern Slavery Legislation.

8.12 A breach of Clause 8.11 shall be deemed to be a material breach of the Contract.

8.13 Each Party shall comply with any trade, financial or other sanctions regime which apply in relation to its business including, without limitation, sanctions and embargos imposed by: (i) the UN, EU, UK or US (including regimes administered by the United States Department of the Treasury, Office of Foreign Assets Control (OFAC) and Her Majesty's Treasury); and (ii) any other such regime which applies in relation to a Party's business.

8.14 COMMERCE DECISIONS are always working to improve the Software. To do so, COMMERCE DECISIONS measures, analyses and aggregates how users interact with the Software, investigating usage patterns and characteristics of the user base. Analytics data is collected and used by COMMERCE DECISIONS only – it is not distributed or used in any other way or for any other purpose.

8.15 COMMERCE DECISIONS may access user details from time to time to send out an NPS survey or to respond to a Helpdesk/LMS request for support. In these circumstances, user details are used for this purpose only and not shared further.

9 Termination for breach and insolvency

9.1 Either party will immediately become entitled (without prejudice to its other rights in law or equity or under the Agreement) to terminate the Agreement forthwith by notice in writing to the other party if the other party:

9.1.1 makes default or commits any material breach of its obligations under the Agreement and, upon receiving written notification from the other of such default or breach, fails to remedy the default or breach within thirty (30) days (if capable of remedy); or

9.1.2 is involved in any legal proceedings concerning its solvency or commences liquidation (except for purposes of reconstruction on a solvent basis) or ceases or threatens to cease trading, or if serious doubt arises as to its solvency.

9.1.3 The provisions of Clauses 4.5, 4.6, 5, 6, 7, 8.3, 8.4, 8.6, 8.8, 8.9, 11, 12, 13, 14.1, 16.4, 21.9, 21.12, 21.15, 21.23, and 22.9 shall survive expiry or termination of the Agreement together with any other provision which by the nature of its terms is implicitly intended to survive expiry or termination.

9.1.4 Termination or expiry of this Agreement shall not affect any rights and remedies which have already accrued prior to such termination or expiry.

10 Notices

10.1 A notice given under this or in connection with the Agreement must be in writing and delivered by hand or sent by first class pre-paid post to the Managing Director at COMMERCE DECISIONS Ltd, 101 Park Drive, Milton Park, Oxfordshire OX14 4RY United Kingdom or (as the case may be) to the address of the Customer shown in the Agreement or to such other address as COMMERCE DECISIONS or the Customer may substitute by notice to the other party. Notice shall be deemed given: (i) if sent by first class post or international overnight courier: two Business Days after posting or sending

by such courier exclusive of the day of posting or sending; or (ii) if delivered by hand: on the day of delivery.

11 Force Majeure

Neither party will be liable for total or partial failure to perform its obligations in the Agreement during any period in which its performance is prevented or hindered by circumstances beyond its reasonable control.

12 Dispute Resolution

12.1 If any dispute arises out of or in connection with this Agreement ("Dispute") the parties undertake that, prior to the commencement of any legal proceedings pursuant to Clause 13, they will seek to have the Dispute resolved amicably by use of an alternative dispute resolution procedure acceptable to both parties. Either party will be entitled to initiate the process by written notice to the other.

12.2 If the Dispute has not been resolved to the satisfaction of either party within thirty days of initiation of the procedure pursuant to Clause 12.1 or if either party fails or refuses to participate in or withdraws from participating in the procedure then either party may deal with the Dispute through legal proceedings issued in accordance with Clause 12.

13 Jurisdiction and Third-Party Rights

13.1 The Agreement and any dispute or claim arising out of or in connection with it (whether such disputes are contractual or non-contractual in nature, such as claims in tort, for breach of statute or regulation, or otherwise) will be governed and construed in accordance with English Law and the parties submit to the exclusive jurisdiction of the English Courts PROVIDED THAT each party shall have the right to enforce a judgement of the English Courts in a jurisdiction where the other party is incorporated or in which the assets of the other party may be situated.

13.2 Where there are components in the Software which are proprietary to third parties, such third parties shall have the right to enforce the terms of this Agreement to the extent relating to the use of such components by the Customer (however any termination or variation of this Agreement does not require the prior consent of such third parties to be obtained). Other than to that extent, this Agreement is not intended to confer any rights enforceable by third parties under the Contracts (Rights of Third Parties) Act 1999.

PART 2 – SOFTWARE LICENCES

In addition to Part 1, Part 2 comprising Clauses 14 to 19 inclusive shall apply to Software Licences.

14 Terms of supply of Software Licence

14.1 If the Customer does not subscribe to the Software Hosting Service for accessing the Software but requires a copy of the Software to be installed on his own computer system, it will be supplied on media. Any media upon which the Software has been supplied, and any copy thereof remains, like the Software, the property of COMMERCE DECISIONS, to whom it must be returned upon request or upon the termination or expiry of the Software Licence. Such media will also contain a copy of the Third Party Distributed Software. Such installation on his own computer system may also require the Customer to purchase and install a copy Third Party Required Software to obtain the benefit of certain functionality of the Software. Upon request, and in consideration for payment of its price from time to time, COMMERCE DECISIONS may be prepared to purchase a licence for the benefit of the Customer to install and use such Third Party Required Software subject always to the Customer accepting the licence conditions applicable to such Third Party Required Software.

14.2 COMMERCE DECISIONS warrants that:

14.2.1 it has good title and/or valid legal agreements to licence the Software to the Customer and the media upon which the Software is supplied will be free from material defect for a period of 30 days from the date of delivery of the Software; and

14.2.2 the operation of and facilities provided in the Software will be materially in accordance with the documentation supplied with the Software under the Agreement when used in collaboration with the hardware and software indicated in such documentation for the duration of the software license.

14.3 The warranties in Clause 14.2 are the only warranties given by COMMERCE DECISIONS in respect of the Software and the Customer waives all implied guarantees and warranties, including, without limitation, any warranty of satisfactory quality or fitness for purposes in relation to the Software.

14.4 Without limitation to any other term of this licence, no warranty is given that the Software will meet the Customer's expectation and/or that the Software will operate without defect.

15 Licence to Use the Software

15.1 Under the Agreement, the Customer is granted a licence (“Software Licence”) to use the Software in object code only:

a) for the term indicated in the Agreement or, in the absence of such specification, for one year from the date on which the Software is delivered or on which access to the Software is first permitted (as applicable); and

b) for its own internal business purposes (including use by agents, contractors or suppliers, but solely to the extent such usage is to support the conduct of the internal business purposes of the Customer).

The Software, Third Party Distributed Software or Third Party Required Software may contain source code including but restricted to example code or source code for open-source or other components. The right to use such source code is governed by the Software Licence.

15.2 The Software Licence does not permit the Customer to decompile the object code or make any use of the source (human readable format) code. Except to the extent permitted under this Agreement or where such rights are granted at law and cannot be restricted, this Software Licence does not permit the Customer to rent, lease, license, transfer, loan, copy, modify, adapt, merge, translate, reverse engineer, disassemble or create derivative works from the Software nor shall the Software be used for the purpose of a hosted, leased, timesharing or rental service to other parties. The same restrictions apply to any Third Party Distributed Software and Third Party Required Software unless the licence terms relating to such components of the Software expressly permit such activities to be undertaken.

15.3 The Customer shall not copy or permit the Software to be copied in whole or in part except that one copy may be made as is required for the sole purpose of back-up security. All copies made shall include all copyright or proprietary notices.

15.4 The Software is licensed to the Customer on a “per named user” basis for a licence period specified in the Quotation (or if no period is specified, then for a period of one year). The Software will not be accessed from more terminals or by more named users than the Customer has paid for. Licensing for Software covers up to the total licensed number of named users using the Software for the applicable licence period. The Customer shall inform COMMERCE DECISIONS of those of its employees or bona fide consultants permitted to use the Software upon COMMERCE DECISIONS’ request. The Customer shall not be entitled to any rebate, discount or refund if the Software is used by fewer users than the number paid for by the Customer.

15.5 The termination or expiry of a Software Licence will automatically terminate any associated maintenance or hosting obligations of COMMERCE DECISIONS.

15.6 All Third Party Distributed Software and Third Party Required Software (if supplied by COMMERCE DECISIONS) is provided for use with the Software only and may not be used for any other purpose or by any other application. No separate use of such software components is authorised.

16 Customer's Undertakings

The Customer undertakes:

16.1 to take reasonable account of any opinion of COMMERCE DECISIONS that an identified member of the Customer's staff is incapable or unsuitable for training on or operating or using the Software.

16.2 to take sole responsibility for determining that the Customer's computer operating systems are ready and are of sufficient specification to enable the operational use of the Software in the Customer's business before it is so used, and any operation requirements shall be set out in any documentation accompanying the Software.

16.3 to ensure that the software operating system and any other software with which the Software will be used is either the property of the Customer or is legally licensed to the Customer and the Customer will indemnify COMMERCE DECISIONS in respect of any claims by third parties and all related costs, expenses or damages in the event of any actual or alleged violations of third party proprietary rights or software licences which result in any claim against COMMERCE DECISIONS;

16.4 to abide by all obligations and restrictions set out in the relevant licence conditions of Third Party Distributed Software and (if supplied by COMMERCE DECISIONS) Third Party Required Software including (without limitation) those governing their use, copying, redistribution, modification or otherwise and accepts that these contain certain other provisions such as (without limitations) those relating to applicable law, restriction on import or re-export and compliance with US export control laws. Such licence conditions may be included in the installation details, associated documentation or readme files in the Software. If the Customer considers that the terms of any such conditions are unacceptable and these were not made aware to the Customer at or before the time the Agreement was entered into, then provided it has made no use of the Software, the Customer is entitled to cancel the Software Licence subject to written notice of cancellation being given within two (2) weeks of the Agreement coming into force (and if exercised, a refund of any licence fee paid will be made); and

16.5 to install at his own expense the necessary updates, patches and the like to the Third Party Distributed Software and Third Party Required Software, all as may be advised by COMMERCE DECISIONS from time to time during the term of the Software Licence, for compatibility with the Software.

16.6 to ensure that users, including agents, contractors, customers or suppliers abide by these license terms

16.7 to provide reasonable assistance and access to allow auditing of the use of the Software or any Third Party Distributed Software or Third Party Required Software, including where necessary passing on such rights to the supplier of Third Party Distributed Software or (if supplied by COMMERCE DECISIONS) Third Party Required Software.

16.8 to not publish or otherwise divulge to any third-party information about the performance of the Software (including without limitation any assessment of the performance of the Software relative to other software), unless specific permission is first sought from COMMERCE DECISIONS

17 Title

17.1 No title or rights of ownership, copyright or other intellectual property in the Software or any Third Party Distributed Software or Third Party Required Software have been, are, or will be transferred to the Customer.

17.2 Copyright in the Software (whether printed or stored magnetically) shall vest in COMMERCE DECISIONS and its licensors and the Customer will not delete any proprietary marks on the Software.

17.3 Any modifications to the Software whether carried out by the Customer or by COMMERCE DECISIONS or by any third party will form part of the Software and will be subject to these terms and conditions.

18 Patents, Copyright and Registered Design

18.1 If notified promptly of any claim or action brought against the Customer on the issue of infringement by the Software of any patent, copyright or registered design in the country of supply, COMMERCE DECISIONS will defend or cause to be defended such action at its expense and will pay any costs or damages awarded against the Customer in such action, provided that COMMERCE DECISIONS has sole control of the defence and all negotiations for settlement.

18.2 In the event that a final injunction is obtained against the Customer's use of the Software by reason of such infringement, COMMERCE DECISIONS will, at its option and its expense either procure for the Customer the right to continue using the Software or the affected parts of it, or replace or modify the Software or any part of it so that it becomes non-infringing, or if the above is not reasonably feasible, accept return of the Software, and refund an amount equal to the sum paid by the Customer for the Software, subject to straight-line depreciation to nil over the terms of the Software Licence or a four (4) year period (whichever period is shorter).

18.3 COMMERCE DECISIONS will have no liability under this Clause 18 for:

- a) any infringement arising from the combination of the Software with any other software products not supplied by COMMERCE DECISIONS; or
- b) the modification of the Software or any part of it unless the modification was made or approved by COMMERCE DECISIONS; or
- c) any use of the Software which is not expressly permitted under the Software Licence; or
- d) the Third Party Distributed Software (which for the avoidance of doubt is distributed without charge by COMMERCE DECISIONS) or any Third Party Required Software as may be supplied under the Agreement, in respect of which the provisions of Clause 5.3 shall apply.

19 Integrity of Data

19.1 The parties agree that the Customer is the best judge of the value and importance of the data held on the computer system on which the Software is to operate, and will be solely responsible for:

- a) instituting and operating all necessary backup procedures to ensure that data integrity can be maintained in the event of loss of data for any reason;
- b) taking out any insurance policy or other financial cover for loss or damage which may arise from loss of data for any reason.

19.2 The Customer will indemnify COMMERCE DECISIONS in respect of any third-party claims made against COMMERCE DECISIONS as a result of loss of data from the computer system for any reason.

PART 3 – SOFTWARE MAINTENANCE SERVICES

In addition to Part 1, this Part 3 comprising Clause 20 shall apply to Software Maintenance Services.

20 Software Maintenance Services

20.1 The Software maintenance service ("Software Maintenance Service") commences from the date of delivery of the Software for the term indicated in the Agreement or, in the absence of such specification, for one year. Software Maintenance Service will be

provided on the basis that the Customer has implemented all releases, updates and patches to the Software within 30 days of release by COMMERCE DECISIONS.

20.2 The Software Maintenance Service comprises:

- a) Program fault reporting over the telephone to COMMERCE DECISIONS office between 9.00 a.m. to 5.00 p.m. on Business Days.
- b) General advice and fault diagnosis and where possible correction, subject to the limitations imposed by contractual restrictions of any third party. Serious faults preventing computer processing will be given priority.
- c) Where possible, recommendations relevant to the course of action necessary to recover from any faults or failures emanating from the Software.
- d) COMMERCE DECISIONS may from time-to-time issue updates, releases or patches to the Software. Provided the Customer (i) is not in default of his obligation to pay maintenance charges and (ii) has provided a primary contact to whom such update, releases or patches should be delivered, COMMERCE DECISIONS will use reasonable endeavors to deliver such updates, releases and/or patches to the Customer.
- e) Provision of a replacement copy of the Software at the Customer's request, at no charge other than the then current Software distribution charges (on standard media used by COMMERCE DECISIONS) and any shipping charges. COMMERCE DECISIONS reserves the right to supply replacement Software of a later version than that originally supplied. Such replacement copy shall be governed by the Software Licence.

20.3 COMMERCE DECISIONS reserves the right to refuse to provide the Software Maintenance Service at any time without refunding any monies paid by the Customer:

- a) if any attempt is made, other than by COMMERCE DECISIONS, to remove any defects or deal with any errors in the Software; or
- b) if any development, enhancement or variation of the Software is carried out other than by COMMERCE DECISIONS; or
- c) where, in the reasonable opinion of COMMERCE DECISIONS, the computer on which the Software is installed has ceased to be capable of running the Software successfully for any reason; or
- d) if the Customer is not using the latest release of the Software thirty (30) days after its release to the Customer.

20.4 New versions of the Software may require the Customer to use at his expense new versions of other related software and/or may require additional or different computer equipment in order to function. Provisions of such new versions of related software or such computer equipment is not covered by the Agreement.

20.5 If the Customer wishes to have enhancements created for the Software, it is free to contact COMMERCE DECISIONS with a request for an enhancement.

20.6 COMMERCE DECISIONS reserves the right to make improvements, substitutions, modifications or enhancements to any part of the Software.

PART 4 – SOFTWARE HOSTING SERVICES

In addition to Part 1, this Part 4 comprising Clause 21 shall apply to Software Hosting Service.

21 Software Hosting Service

21.1 The Software Hosting Service commences from the next Business Day after the date of acceptance by COMMERCE DECISIONS of the order therefor for the term specified in the Agreement or, in the absence of such specification, for three months.

21.2 COMMERCE DECISIONS shall be entitled to suspend and/or terminate the Software Hosting Service and/or the Customer's access to such hosted Software if any fees due to COMMERCE DECISIONS are overdue for payment.

21.3 COMMERCE DECISIONS will provide a username, password and account designation to the Customer to accessing the Software Hosting Service. The Customer accepts responsibility for maintaining the confidentiality of the password and account and is fully responsible for all activities that occur under these circumstances. The Customer agrees to (a) immediately notify COMMERCE DECISIONS of any unauthorised use of password or account information and any other breach of security; and (b) ensure that it or its authorized users exit from the account at the end of each session. COMMERCE DECISIONS SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM THE CUSTOMER'S FAILURE TO COMPLY WITH THIS CLAUSE.

21.4 The Customer accepts that access to the hosted Software over the internet poses a security risk, it is the Customer's responsibility to ensure that the security measures it puts in place are to its satisfaction.

21.5 COMMERCE DECISIONS shall have no liability for any loss, damage or expense suffered by the Customer through the Customer's unauthorised disclosure of log-in details supplied by COMMERCE DECISIONS from time to time.

21.6 Other than for planned maintenance of the hosted Software at times to be notified by COMMERCE DECISIONS to the Customer, COMMERCE DECISIONS will use reasonable endeavours to ensure that the Customer has access to the hosted Software during each Business Day from 9am (London time) to 5.30 pm (London time). Without prejudice to any other provision of the Agreement, the maximum liability of COMMERCE DECISIONS for any period during which the Customer is unable to use or access the hosted Software (other than as a result of planned maintenance or force majeure) shall be limited to X times Y/365 where X is the then annual hosting charge paid by the Customer and Y is the

number of days during which the Customer was unable to use or access the hosted Software as a result of fault on the part of COMMERCE DECISIONS.

21.7 COMMERCE DECISIONS retains the right to move the location from where the service is provided between its own servers or between subcontractors.

21.8 Nothing in the Agreement shall render COMMERCE DECISIONS liable to the Customer if the Customer is unable to access the hosted Software as a result of failure of telecommunications and/or for loss of or damage to or corruption of any data or databases used by the Customer (or any person authorised by it or to whom any security method has been disclosed) in connection with the hosted Software.

21.9 The Customer shall indemnify COMMERCE DECISIONS against any cost, claim, expense and liability whatsoever as a result of any damage, infection or corruption to the hosted Software or the server and/or network upon which the hosted Software resides as a result of the use by the Customer (or any person authorised by it or to whom any security method has been disclosed) of the hosted Software.

21.10 In order to use the Software Hosting Service the Customer is responsible for a) using a supported internet browser (as advertised from time to time in the on-line or electronic installation manual or in release notes issued with future versions of the Software), b) obtaining access to the World Wide Web including any equipment that may be necessary to so do.

21.11 The Customer acknowledges, and consents to, the fact that the technical processing and transmission of the data handled via the Service may involve transmission over various networks not under the control of COMMERCE DECISIONS. COMMERCE DECISIONS reserves the right (without incurring any liability to the Customer) to terminate the Customer's access to the Software Hosting Service if the Customer withdraws consent to this clause at any time.

21.12 The Customer agrees to indemnify and hold COMMERCE DECISIONS harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising from any access provided to the third party by the Customer or authorised by the Customer, for the purposes of data upload/download and connection or attempted connection to the Software Hosting Service.

21.13 In recognition of the global nature of the World Wide Web, the Customer agrees to comply with all local laws regarding transmission or export of technical data to parties outside its country of operation.

21.14 The Customer acknowledges that it may store data on the server up to the limit agreed under the terms of the Agreement and where none is stated that data shall not exceed 10 Gigabyte in total. COMMERCE DECISIONS retain the right to remove data from the server where these limits are exceeded.

21.15 The Customer acknowledges that the data may be stored on servers managed by third party hosting service providers and that service provider personnel may access server hardware for maintenance purposes. COMMERCE DECISIONS will take reasonable steps to protect Customer data such as the use of data encryption and signing non-disclosure agreements with such contractors. COMMERCE DECISIONS do not accept liability for or indemnify against misuse of this data by such individuals or organisations.

21.16 COMMERCE DECISIONS will take reasonable steps to ensure resiliency in the service provision and that data is backed up nightly and where an event such as a computer crash occurs to activate failover services or restore data from the previous backup. COMMERCE DECISIONS accepts no liability should unrecoverable loss of data occur or for any action required by the Customer to restore any lost data.

21.17 The Customer agrees that it will not use the Software Hosting Service to a) upload any data or content that is unlawful or could be construed as threatening, defamatory, vulgar, libelous or obscene, b) upload or access any data on the site that it do not have right to do so under law or under contractual or fiduciary relationships c) upload any material that contains software viruses or computer programs designed to interrupt, damage, destroy or limit the functionality of the Software Hosting Service and/or the Software.

21.18 The Customer agrees that COMMERCE DECISIONS does not pre-screen or monitor any data that is loaded via the Software Hosting Service, but that COMMERCE DECISIONS has the right (but not the obligation) in their sole discretion to refuse further access to the Software Hosting Service where Customer fails to abide by any part of the Agreement (and shall incur no liability to the Customer where such right is exercised).

21.19 COMMERCE DECISIONS reserve the right at any time and from time to time to modify or patch the Software or to upgrade to a new version of the Software. COMMERCE DECISIONS will endeavour to provide reasonable prior written notice ahead of any such changes but reserves the right to make changes without prior notice. The Customer agrees that COMMERCE DECISIONS shall not be liable for any loss of functionality, data or capability as a result of such changes.

21.20 The Customer agrees that COMMERCE DECISIONS in its sole discretion, may (without incurring any liability to the Customer) terminate its account (or any user within that account thereof) or use of the Software Hosting Service, and remove and discard any

data within the Software Hosting Service, for any reason, including, without limitation, if COMMERCE DECISIONS believes that the Customer has violated or acted inconsistently with the letter or spirit of the Agreement.

21.21 COMMERCE DECISIONS may also at its sole discretion and at any time, without liability for compensation to the Customer, discontinue providing the Software Hosting Service. In such circumstances COMMERCE DECISIONS will provide the Customer with not less than 30 days written notice of its intention to discontinue the Software Hosting Service and, entirely at its discretion, provide the Customer with a copy of the Software, a copy of the Customer's data where possible and a Software Licence that allows the Customer to install and use the Software for the remaining period of the Agreement.

21.22 The Customer acknowledges and agrees the Software Hosting Service and Software used in connection with the Software Hosting Service contain proprietary and confidential information that is protected by applicable intellectual property and copyright laws. The Customer agrees to abide by these laws and agrees not to disclose or grant access to any third party without the prior written consent of COMMERCE DECISIONS.

21.23 The Customer agrees not to create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code. The Customer agrees not to modify the Software in any manner or form. The foregoing provisions of this Clause 21.23 are not intended to exclude rights where the exclusion of such rights is prohibited by law.

PART 5 – CONSULTANCY SERVICE

In addition to Part 1, this Part 5 comprising Clause 22 shall apply to Consultancy Service.

22 Consultancy Service

22.1 The Consultancy Service commences from the date of acceptance by COMMERCE DECISIONS of the order therefore for the term specified in the Agreement or, in the absence of such specification, for one year.

22.2 The Customer and COMMERCE DECISIONS may agree the price basis upon which COMMERCE DECISIONS will supply the Consultancy Service. Unless otherwise agreed in writing, COMMERCE DECISIONS then current standard daily or hourly labour rates, plus travelling and other expenses shall apply.

22.3 For the purposes of Clause 22.1, a Business Day comprises 7.4 hours and a working half day is 3.7 hours. Consultants' time is charged in 15-minute increments but, where a consultant attends the Customer's premises, any time recorded will be rounded up to the nearest half or whole day. Time may be charged whether the consultant is working at the Customer's premises or from any other location. Travel will be charged at cost (car

mileage will be charged at 45 pence per mile (or such greater amount as may be notified to the Customer from time to time). Subsistence will be re-charged at cost. Travel time will be charged where reasonable to do so. Where the Customer is invoiced on a monthly or other regular basis, time will be rounded up to the nearest half day, with the balance (if any) carried forward as a credit for the Customer against the subsequent invoice.

22.4 So far as practicable, the Customer and COMMERCE DECISIONS shall agree the Scope of Work, the deliverables ("Deliverables") to be supplied by COMMERCE DECISIONS, the timescales within which the Consultancy Service is required, before commencement. COMMERCE DECISIONS shall determine which of its consultants or subcontractors shall provide the Consultancy Service. Unless otherwise agreed in writing, all agreed dates for the provision of Consultancy Service are non-cancellable and the Customer will pay for all consultants scheduled time.

22.5 Subject to Clause 22.3, the Customer may at any time prior to the performance of the Consultancy Service reschedule all or some of the Consultancy Service. The Customer acknowledges that rescheduling of the Consultancy Service at short notice would make reallocation of COMMERCE DECISIONS' committed resources to alternative tasks impractical, as a result of which COMMERCE DECISIONS would suffer financial loss. Accordingly, the Customer agrees that, for any notice of rescheduling received prior to the scheduled commencement of the Consultancy Service, COMMERCE DECISIONS shall have the right to charge, in addition to the agreed fee, a percentage of the fees for the rescheduled Consultancy Service in accordance with the following table:

Business Days before scheduled provision of Consultancy Service that a notice is received by COMMERCE DECISIONS	COMMERCE DECISIONS entitled to charge % of fees for the rescheduled Consultancy Service.
More than 5	50%
4	70%
3	80%
2	90%
1, or on the scheduled day	100%

COMMERCE DECISIONS will make reasonable attempts to meet the Customer's requested rescheduled dates, subject to availability of resources.

22.6 The Customer will make available free of charge and risk to COMMERCE DECISIONS at the times stated in the Agreement or otherwise in a timely manner all necessary personnel, materials, equipment and resources ("Customer Resources") reasonably required by COMMERCE DECISIONS to carry out the Consultancy Service.

22.7 The Customer represents and warrants that it has the full right, authority and licence to enter into the Agreement and to supply and disclose the Customer Resources and that

any Customer Resource and its use by COMMERCE DECISIONS for the purpose of providing the Consultancy Service will not infringe the copyright or other intellectual property rights of any third party.

22.8 In the event of any failure or delay on the part of the Customer to supply such Customer Resources, or if the same are not in accordance with the Agreement or are not fit for the purpose provided, then COMMERCE DECISIONS shall within a reasonable time notify the Customer of any defect or delay, including particulars of the same and the Customer shall as soon as reasonably practicable and at its own expense supply replacement Customer Resources or make good such defect. In such circumstances, COMMERCE DECISIONS may: (i) extend the period for performance of the Consultancy Service by a reasonable time; and/or (ii) adjust the charges to meet any additional expenditure incurred by COMMERCE DECISIONS as a result of any defect or delay and the Customer shall pay such additional charges; and/or (iii) serve notice under Clause 9 and terminate the Agreement forthwith.

22.9 Nothing in the provision of the Consultancy Service shall render any employee of COMMERCE DECISIONS an employee of the Customer. COMMERCE DECISIONS shall use all reasonable endeavours to ensure that all consultants who are on the Customer's premises and/or have access to the Customer's computer system shall abide by policies relating to health and safety, computer integrity and confidentiality as are applicable to the Customer's own employees and have been notified in writing to COMMERCE DECISIONS.

22.10 Any and all intellectual property rights created in the course of carrying out the Consultancy Service shall belong to COMMERCE DECISIONS, but, subject to the Customer having paid all monies in respect of the Consultancy Service, and subject to any third party rights, the Customer shall have a non-exclusive, royalty free licence to use the intellectual property incorporated in a Deliverable for its own internal purposes only.

22.11 Where the Agreement requires COMMERCE DECISIONS to perform the Consultancy Service at the Customer's or third-party premises, the Customer shall be responsible for arranging, in good time, all permits, licences and other permissions necessary to enable COMMERCE DECISIONS' employees, agents and representatives to gain access to, and perform the Consultancy Service at, such premises.