

## 1. DEFINITIONS

Authorised Users	those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services, as further described in clause 3. In the case of agents or independent contractors, the Customer shall notify these to the Company for acceptance prior to authorisation being granted;
Business Day	any day which is not a Saturday, Sunday, or public holiday in the UK;
Commencement Date	the date defined in the Support Agreement;
Company	the Yunex company so defined in the Support Agreement;
Company Data	means the Company's proprietary collection of independent works, algorithms, data, analytics, or other materials, which are arranged in a systematic or methodical way, individually accessible by electronic or other means and which the Company has made a substantial investment in obtaining, verifying, or presenting the contents thereof and continually invests money, time, and resources independent of the resources used to create such materials;
Confidential Information	information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 10;
Contract	the contract defined in the Support Agreement for the provision of Support Services;
Customer Data	the raw data inputted by the Customer, Authorised Users, or the Company on the Customer's behalf, either directly or automatically from a Device or system for the purpose of using the Services or facilitating the Customer's use of the Services;
Cyber Essentials	Means the UK Government's Cyber Essentials Scheme;
Data Management Principles	the data management principles at Schedule 1 of the Support Agreement;
Device	any outstation connected to or linked to the System(s), including but not limited to automatic number plate recognitions cameras, car park outstations, traffic signals, variable message signs, and Bluetooth journey time measurement equipment;
Fees	means the Subscription Fees;
Good Industry Practice	the exercise of the degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected from an expert supplier of services to a customer like the Customer, with such supplier seeking to comply with its contractual obligations in full and in compliance with applicable laws;
Hardware	hardware maintained by the Company and specified in the Hardware schedule identified in the Support Agreement;
Initial Term	the initial term of the Contract as set out in the Support Agreement;
Individual User Account	The individual account for each Authorised User;
Master User	an Authorised User appointed by the Customer to act as the Customer's system administrator and hence able to modify the subscription;
Normal Business Hours	08:30 to 17:00 local UK time, each Business Day;
Renewal Period	the period described in clause 13.1

Security Principles	the security principles at Schedule 2 of the Support Agreement;
Service Level Agreement	the service level agreement at Schedule 3 of the Support Agreement;
Services	the subscription services provided by the Company to the Customer under this Contract as detailed in the Support Agreement including but not limited to Stratos, Software, Company Data, and access codes;
Signing Date	the last date of signing of the Contract;
Software	the online software applications developed by and provided by the Company, or third-party licensed software licensed as part of the Services provided to Customer;
Subscription	the total number of Individual User Accounts granted to the Customer during the Subscription term;
Subscription Fees	the fees payable by the Customer to the Company for the User Subscription, as set out in the Support Agreement;
Subscription Term	the Initial Term plus any Renewal Periods;
Support Agreement	The Hosted Systems Support Agreement forming part of this Contract and containing specific particulars related to the support services;
Support Services Policy	The relevant Company policy for providing support in relation to the Services to which the Customer subscribes, as set out in the Support Agreement, and as included in the applicable Schedules to the Contract;
Hosted System	the system(s) on which the Software operates being software;
Unauthorised Access	Includes but is not limited to: <ul style="list-style-type: none"> <li>a. hacking or interference with the Services in any form and/or</li> <li>b. copying or decompiling any part of the Services</li> <li>c. permitting whether knowingly, negligently, or accidentally any virus, Trojan, or worms to be present in any of the Services and/or</li> <li>d. copying of programs, code interface or deep packet inspection and/or</li> <li>e. disclosure of access codes by Authorised Users or prior Authorised Users to third parties without the Company's prior written permission;</li> </ul>
User Subscriptions	the Subscription purchased by the Customer pursuant to clause 8.1 which entitles Authorised Users to access and use the Services in accordance with this Contract.

## 2. SCOPE OF CONTRACT

The Company has developed a number of Hosted Systems which are available to subscribers via the internet on a subscription basis. The Customer wishes to use one or more of the Hosted Systems in its business and service delivery operations in accordance with the terms and conditions set out in the Contract.

## 3. SUBSCRIPTIONS

3.1. Subject to the Customer purchasing the User Subscription in accordance with clause 4.3 and clause 8.1, the restrictions set out in this clause 3 and the remainder of this Contract, the Company hereby grants to the Customer a non-exclusive, non-transferable right and license to permit the Authorised Users to use the Services during the Subscription Term solely for the Customer's traffic management, traffic flow, information, and control.

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

- 3.2.1. the maximum number of Authorised Users that it authorises to access and use the Services shall not exceed the number of User Subscriptions it has purchased from time to time;
- 3.2.2. Each Individual User Account is assigned to an individual Authorised User. Reassignment in its entirety to another individual

Authorised User shall only be performed by the Master User. In the event of reassignment, the prior Authorised User shall no longer have any right to access or use the Services;

3.2.3. each Authorised User shall keep a secure password for his use of the Services. Each Authorised User shall keep his password, and any information pertaining to personal security, such as dual-factor authentication, confidential; and

3.2.4. The Master User may add Authorised Users to the User Subscription.

3.3. The Customer shall not:

3.3.1. except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:

3.3.1.1. and except to the extent expressly permitted under this Contract, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software in any form or media or by any means; or

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

3.3.2. build a product or service which competes with the Services; or

3.3.3. use the Services to provide services to third parties; or

3.3.4. subject to clause 18.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or any documentation provided pursuant to the Contract available to any third party except the Authorised Users; or

3.3.5. attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided under this clause 3; and

3.4. access, store, distribute or transmit any viruses, or any material during the course of its use of the Services that would have a detrimental impact on the Software or Services;

3.5. There shall be no Unauthorised Access to, or use of, the Services and, in the event of any such Unauthorised Access or use, the Customer, on becoming aware of the Unauthorised Access or any virus or material as defined in clause 3.4 above, shall immediately notify the Company.

3.6. Unless otherwise provided elsewhere in the Contract, 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, or any other third party.

#### 4. ADDITIONAL INDIVIDUAL USER ACCOUNTS

4.1. Subject to clause 4.2 and clause 4.3, the Customer may, from time to time during any Subscription Term, request additional Individual User Accounts and the Company shall grant access to the Services to such additional Authorised Users in accordance with the provisions of this Contract, and for no additional fee.

4.2. If the Customer wishes additional Individual User Accounts, the Customer shall notify the Company in writing (such notification may be in the form of email correspondence to [support.ts.uk.mobility@yunextraffic.com](mailto:support.ts.uk.mobility@yunextraffic.com)). The Company shall evaluate such request for additional Individual User Accounts and respond to the Customer with approval or rejection of the request (such approval not to be unreasonably withheld).

4.3. If the Company approves the Customer's request to purchase additional User Subscriptions or Device Subscriptions, the Customer shall, within 30 days of the date of the Company's invoice, pay to the Company the relevant fees for such additional Subscriptions as set out in the Support Agreement and, if such additional Subscriptions are purchased by the Customer part way through the Initial Term or any Renewal Period (as applicable), such fees shall be pro-rated for the remainder of the Initial Term or then current Renewal Period (as applicable).

#### 5. CUSTOMER DATA

5.1. 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.

5.2. The Company shall follow its archiving procedures for Customer Data as set out in the relevant Data Management Principles document

applicable to the System(s) purchased by the Customer (as set out in Schedule 1 of the Support Agreement) In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for the Company 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 Company in accordance with the archiving procedure described in its Data Management Principles for Stratos document. The Company shall, in providing the Services, comply with its Security Principles document (as set out in Schedule 2 to the Support Agreement) relating to the security of the Customer Data, a copy of which is appended. Such document may be amended from time to time by the Company in its sole discretion.

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

5.3.1. the Customer shall ensure that the Customer is entitled to transfer the relevant personal data to the Company so that the Company may lawfully use, process, and transfer the personal data in accordance with this Contract on the Customer's behalf;

5.3.2. 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;

5.3.3. the Company shall process the personal data only in accordance with the terms of this Contract and any lawful instructions reasonably given by the Customer from time to time; and

5.3.4. 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.

5.4. The Company shall own the Company Data. During the Subscription Term, the Customer shall have access to the Company Data. At the end of the Subscription Term the Customer shall return all Company Data to the Company.

5.5. The Company shall be Cyber Essentials certified and must comply at all times with Cyber Essentials.

5.6. The Company shall have a security management system based on ISO27001 which includes the following features:

5.6.1. a security policy covering all solution components contained in the software.

5.6.2. process controls for identification, authentication and authorisation of all users.

5.6.3. audit mechanism used to monitor and, where necessary, alert on the information assets and services comprising the solution

5.6.4. network security architecture e.g. firewall, email / web filtering components, ISP connectivity, remote access.

5.6.5. Policies and procedures covering backups and disaster recovery.

5.6.6. operational procedures covering backups and disaster recovery.

5.6.7. support provision/incident management

5.6.8. relevant physical security processes and procedures

5.6.9. Security provisions for data in transit and at rest e.g. email encryption, SFTP, https.

5.7. The requirements at clause 5.7 must be kept current with Good Industry Practice by the Company and the Company must be able to provide high level detail as reasonable evidence of these practises, as requested.

5.8. In the case of penetration testing this must include written confirmation of:

5.8.1. date of last test

5.8.2. number of vulnerabilities found critical / high / medium / low

5.8.3. confirmation of remediation plan in relation to all critical and high vulnerabilities identified in a previous penetration test report.

#### 6. THE COMPANY'S OBLIGATIONS

6.1. The Company shall employ Good Industry Practice and shall exercise reasonable skill care and diligence in the discharge of the Services to be performed by it.

6.2. In the event of any defects in the provision of the Services, the Company 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 defects under the Contract. Notwithstanding the foregoing, the Company:

- 6.2.1. does not warrant that the Customer's use of the Services will be uninterrupted or error-free;
- 6.2.2. does not warrant that the Services and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and
- 6.2.3. 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 Services may be subject to limitations, delays, and other problems inherent in the use of such communications facilities.

6.3. Clause 6.2 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Company's instructions, or modification or alteration of the Services by any party other than by the Company or the Company's duly authorised contractors or agents.

6.4. This Contract is not exclusive and shall not prevent the Company 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 Contract.

6.5. The Company warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under the Contract.

6.6. The Company shall provide the Services in accordance with the relevant Service Level Agreement document(s) referenced in the Support Agreement (depending on which Hosted System(s) is/are supported).

## **7. CUSTOMER'S OBLIGATIONS**

The Customer shall:

- 7.1. provide the Company with:
  - 7.1.1. all necessary co-operation in relation to the Contract; and
  - 7.1.2. all necessary access to information or Customer Data that the Company may require in order to provide the Services, including but not limited to security access information and configuration services;
  - 7.1.3. notice of any infringement of Unauthorised Access
- 7.2. comply with all applicable laws and regulations with respect to its activities under the Contract;
- 7.3. carry out all other Customer responsibilities set out in the Contract in a timely and efficient manner;
- 7.4. ensure that the Authorised Users use the Services in accordance with the Contract and shall be responsible for any Authorised User's breach of the Contract;
- 7.5. be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Services, 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.
- 7.6. comply with any additional special Customer responsibilities listed in the Support Agreement.

## **8. CHARGES AND PAYMENT**

- 8.1. The Customer shall pay the Subscription Fees to the Company in accordance with this clause 8 and the Support Agreement.
- 8.2. Prior to or on the Commencement Date the Customer shall provide the Company with approved purchase order information acceptable to the Company and up-to-date and complete contact and billing details.
- 8.3. The Company shall invoice the Customer in accordance with the Payment Terms set out in the Support Agreement and the Customer shall pay each invoice within thirty (30) days after the date of such invoice.
- 8.4. If the Company has not received payment within thirty (30) days after the due date, and without prejudice to any other rights and remedies the Company may have, the Company may, without liability to the Customer suspend delivery of the Services, including but not limited to disabling the Customer's password, account and access to all or part of the

Services and the Company shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid.

8.5. If the payment of any sum is delayed beyond its due date, the Company reserves the right to charge interest at the rate of four percent per annum above the average of the base rate of the Bank of England in force from time to time over the period of the delay.

8.6. Should any payment be overdue by more than sixty (60) days, then the Company shall be entitled to treat such delay as a material breach by the Customer and (without prejudice to any other right or remedy it may have) may terminate the Contract with immediate effect by giving written notice to the Customer.

8.7. All amounts and fees stated or referred to in the Contract:

- 8.7.1. shall be payable in pounds sterling;
- 8.7.2. are, subject to clause 12.4.2, non-cancellable and non-refundable;
- 8.7.3. are exclusive of value added tax, which shall be added to the Company's invoice(s) at the appropriate rate.

8.7A Where the Contract is terminated the Company shall reimburse to the Customer Subscription Fees already paid by the Customer for Services that have not or will not be used, less any reasonable termination costs incurred by the Company as a result of such termination or any default occasioning termination on the part of the Customer;

8.8. Upon the expiration of the Initial Term, and on each anniversary of the Initial Term thereafter, the Fees shall be subject to an annual price review. Any increase in the Fees arising out of an annual price review shall not exceed the percentage increase over the 12-month period ending June each preceding year in United Kingdom All Items Index of Commercial Prices ("Index") which the Company will provide to Customer with revised Fees in writing. If Index figures are not available for such period, the Index figures for which such figures are available ending in the latest month shall be used.

8.9. In addition to the annual price review in clause 8.8 above, as the hosting services are purchased from a third party and payable by the Company in United States Dollars, the Company shall also be entitled to vary the Fees should the comparable sterling rate for the hosting services vary due to exchange rate fluctuations. For the avoidance of doubt, the Company's right to vary the Fees in relation to this part (b) shall only apply where the exchange rate varies by an amount equal to or greater than 5% in any month during the Initial Period or a subsequent Renewal Period.

## **9. PROPRIETARY RIGHTS**

9.1. The Customer acknowledges and agrees that the Company and/or its licensors own all intellectual property rights in the Services. Except as expressly stated herein, the Contract does not grant the Customer any rights to, or in, patents, copyrights, database right, trade secrets, trade names, trade-marks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.

9.2. The Company confirms that it has all the rights in relation to the Services that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of the Contract.

## **10. CONFIDENTIALITY**

10.1. Both parties shall keep confidential and not use nor disclose to any third party (save for the purpose of the Contract and then only in confidence) any document, know-how, software or other information supplied by the other party. A party's Confidential Information shall not be deemed to include information that:

- 10.1.1. is or becomes publicly known other than through any act or omission of the receiving party;
- 10.1.2. was in the other party's lawful possession before the disclosure;
- 10.1.3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
- 10.1.4. is independently developed by the receiving party, which independent development can be shown by written evidence; or
- 10.1.5. is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

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

10.3. The Company acknowledges that the Customer Data is the Confidential Information of the Customer.

10.4. This clause 10 shall survive termination of this Contract, however arising.

#### 11. INDEMNITY

11.1. The Customer shall defend, indemnify and hold the Company harmless 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 Services, provided that:

- 11.1.1. the Customer is given prompt notice of any such claim;
- 11.1.2. the Company 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 Company shall defend the Customer, its officers, directors and employees against any third-party claim brought against the Customer that the Services infringes any United Kingdom patent effective as of the Signing Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

- 11.2.1. the Company is given prompt notice of any such claim;
- 11.2.2. the Customer acts in accordance with the reasonable instructions of the Company and the Customer provides reasonable co-operation to the Company in the defence and settlement of such claim, at the Company's expense; and
- 11.2.3. the Company is given sole authority to defend or settle the claim
- 11.2.4. The Customer does not at any time assert the Company's liability or otherwise attempt to settle or compromise the said claim or action except upon the express instructions of the Company.

11.3. In the defence or settlement of any claim, the Company 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 this Contract on four (4) weeks' 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 Company, its employees, agents and sub-contractors indemnify the Customer to the extent that the alleged infringement is based on:

- 11.4.1. a modification of the Services by anyone other than the Company; or
- 11.4.2. the Customer's use of the Services in a manner contrary to the instructions given to the Customer by the Company; or
- 11.4.3. the Customer's use of the Services after notice of the alleged or actual infringement from the Company or any appropriate authority; or
- 11.4.4. Unauthorised Access of the Services.

11.5. The foregoing and clause 12.4.2 states the Customer's sole and exclusive rights and remedies, and the Company (including the Company'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 12 sets out the entire liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer:

- 12.1.1. arising under or in connection with the Contract;
- 12.1.2. in respect of any use made by the Customer of the Services or any part of them; and
- 12.1.3. in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Contract.

12.2. Except as expressly and specifically provided in this Contract:

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

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 this Contract; and the Services are provided to the Customer on an "as is" basis.

12.3. Nothing in this Contract excludes the liability of the Company for:

- 12.3.1. death or personal injury caused by the Company's negligence; or
- 12.3.2. fraud or fraudulent misrepresentation
- 12.3.3. for any other liability which it cannot exclude or limit by law

12.4. Subject to clause 12.2 and clause 12.3:

12.4.1. Neither party will be liable whether in tort (including but not limited to negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for the following loss or damage however caused and even if foreseeable:

- (a) economic losses including, without limitation, loss of profits, business, contracts, revenues, goodwill, production, loss or corruption of data or information, and anticipated savings;
- (b) loss arising from any claim made by any third party under any other contract which the Customer may have or may enter into; or
- (c) indirect or consequential loss or damage.

12.4.2. The Company'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 this Contract shall be limited to the total Fees paid for the Services during the 12 months immediately preceding the date on which the claim arose.

#### 13. TERM AND TERMINATION

13.1. This Contract shall, unless otherwise terminated as provided in this clause, commence on the Commencement Date and shall continue for the Initial Term and, thereafter, this Contract shall be automatically renewed for successive periods of 12 months (each a **Renewal Period**), unless:

- 13.1.1. either party notifies the other party of termination, in writing, at least 60 days before the end of the Initial Term or any Renewal Period, in which case this Contract 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 this Contract;

and the Initial Term together with any subsequent Renewal Periods shall constitute the **Subscription Term**.

13.2. Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate the Contract without liability to the other if:

- 13.2.1. the other party commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
- 13.2.2. an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other party; or
- 13.2.3. an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or
- 13.2.4. a receiver is appointed of any of the other party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; or
- 13.2.5. the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or
- 13.2.6. the other party ceases, or threatens to cease, to trade.

13.3. On termination of this Contract for any reason:

- 13.3.1. all rights, licences, and access granted to the Customer under this Contract shall immediately terminate;

13.3.2. The Company may destroy or otherwise dispose of any of the Customer Data in its possession unless the Company receives, no later than twenty-eight (28) days after the effective date of the termination of the Contract, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. The Company 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 Company in returning the Customer Data; and

13.3.3. the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

#### 14. FORCE MAJEURE

The Company shall have no liability to the Customer under the Contract if it is prevented from or delayed in performing its obligations under this Contract, 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 Company or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, hacking, cyber terrorism, 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. WAIVER

A waiver of any right under this Contract is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.

Unless specifically provided otherwise, rights arising under this Contract are cumulative and do not exclude rights provided by law.

#### 16. SEVERANCE

If any provision (or part of a provision) of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable, or illegal, the other provisions shall remain in force.

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.

#### 17. ENTIRE AGREEMENT

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

17.2. Each of the parties acknowledges and agrees that in entering into this Contract 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 Contract or not) relating to the subject matter of this Contract, other than as expressly set out in this Contract.

#### 18. ASSIGNMENT

18.1. The Customer shall not, without the prior written consent of the Company (not to be unreasonably withheld), assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Contract.

18.2. The Company 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 Contract.

#### 19. NO PARTNERSHIP OR AGENCY

Nothing in this Contract 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).

#### 20. THIRD PARTY RIGHTS

This Contract does not confer any rights on any person or party (other than the parties to the Contract and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

#### 21. NOTICES

21.1. Any notice required to be given under this Contract 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 this Contract, or such other address as may have been notified by that party for such purposes.

22. A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in Normal Business Hours, at 09:00 a.m. 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.

#### 23. GOVERNING LAW AND JURISDICTION

23.1. This Contract and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the laws of England and Wales.

23.2. The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

23.3. This Contract has been entered into on Signing Date.

#### 24. GENERAL

24.1. Unless the Support Agreement identifies an ultimate End User in addition to the Customer, the rights provided under this Contract are granted to the Customer only.

24.2. Clause, schedule, and paragraph headings shall not affect the interpretation of this Contract.

24.3. A person includes an individual, corporate, or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.

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

24.5. Words in the singular shall include the plural and vice versa.

24.6. A reference to one gender shall include a reference to the other genders.

24.7. A reference to a statute or statutory provision is a reference to it as it is in force at the Signing Date. Any amendment, extension, or re-enactment shall be treated as a variation to the Contract.

24.8. A reference to writing or written does not include e-mail.

24.9. References to clauses and schedules are to the clauses and schedules of this Contract; references to paragraphs are to paragraphs of the relevant schedule to this Contract.