

TERMS AND CONDITIONS (SOFTWARE AS A SERVICE - CLOUD)

Version: 3

a. **PARTIES**

1. CLAROMENTIS LIMITED incorporated and registered in England and Wales with company number 03672955 whose registered office is at The Old Casino, 28 Fourth Avenue, Hove, East Sussex, BN3 2PJ (**Supplier**);
2. The Customer is the person or firm who enters into an arrangement to purchase Services from the Supplier as set out in the Signed Quotation (**Customer**).

a. **BACKGROUND**

- A. The Supplier has developed certain software applications and platforms which it makes available to subscribers via the internet for the purpose of providing a digital workplace and intranet service.
- B. The Customer wishes to use the Supplier's service in its business operations.
- C. The Supplier has agreed to provide and the Customer has agreed to take and pay for the Supplier's service subject to the terms and conditions of this Agreement.

a. **AGREED TERMS 1. Interpretation**

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

Agreement, shall mean this agreement, the Signed Quotation and the Documentation.

Authorised Users, means those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services and the Documentation, as further described in clause 2.2.

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

Confidential Information, means information disclosed by a party that can reasonably be considered to be proprietary or confidential or is clearly labelled as such, including but not limited to information and data relating to a party's products, services, technology and systems, business requirements, employees, plans, knowhow, strategies, customers, operations, processes, intellectual property rights, trade secrets, requests for proposal, pricing, finances, costs, and other similar non-public business information, and any information which a party should reasonably know is confidential, whether disclosed orally, in writing or otherwise and whether or not marked "confidential".

Customer Data, means the data inputted by the Customer, Authorised Users, or the Supplier on the Customer's behalf for the purpose of using the

Services or facilitating the Customer's use of the Services and includes the Customer's Confidential Information.

Data Processing Agreement: shall mean the agreement concerning the Supplier's processing of Personal Data as a processor on behalf of the Customer and which the parties have entered in or around the date of this Agreement. A copy of this is available for signature online via: <https://discover.claromentis.com/pages/gdpr-dpa>

Documentation, means the Data Processing Agreement and Support Services Policy and such other documentation notified to the Customer from time to time by the Supplier.

Effective Date, means the date the Signed Quotation is signed.

GDPR Policy, means the standard GDPR policy made available to the Customer by the Supplier online via <https://www.claromentis.com/privacy/>

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

Renewal Period, means each subsequent Subscription Term as set out in the Signed Quotation.

Services, means the subscription services provided by the Supplier to the Customer as specified in the Signed Quotation.

Signed Quotation, means the online sign up form/ email confirmation/ quotation of the commercial terms sent to the Customer.

Software, means the online software applications provided by the Supplier as part of the Services.

Subscription Fees, means the subscription fees payable by the Customer to the Supplier for the User Subscriptions, as set out in the Signed Quotation.

Subscription Term, has the meaning given in clause 14.1.

Support Services Policy, means the Supplier's policy for providing support in relation to the Services as made available at <https://discover.claromentis.com/intranet/documents/616/3018> or such other website address as may be notified to the Customer from time to time.

User Subscriptions, means the user subscriptions purchased by the Customer pursuant to clause 9.1 which entitle Authorised Users to access and use the Services and the Documentation in accordance with this Agreement.

Virus, means any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the

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

- 1.2. Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3. 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.
- 1.4. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7. A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement.
- 1.8. A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision.
- 1.9. A reference to writing or written includes email.
- 1.10. References to clauses and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant schedule to this Agreement.

1. User subscriptions

- 2.1. Subject to the Customer purchasing the User Subscriptions in accordance with clause 3.3 and clause 9.1, the restrictions set out in this clause 2 and the other terms and conditions of this Agreement, the Supplier hereby grants to the Customer a nonexclusive, non-transferable right, without the right to grant sub-licences, to permit the Authorised Users to use the Services and the Documentation during the

Subscription Term solely for the Customer's internal business operations.

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

2.2.1. the maximum number of Authorised Users that it authorises to access and use the Services and the Documentation shall not exceed the number of User Subscriptions it has purchased from time to time; and

2.2.2. it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services and/or Documentation.

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

2.3.1. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

2.3.2. facilitates illegal activity;

2.3.3. depicts sexually explicit images;

2.3.4. promotes unlawful violence;

2.3.5. is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

2.3.6. is otherwise illegal or is intended to cause damage or injury to any person or property.

2.4. The Customer shall not, nor shall the Customer allow any other person to:

2.4.1. except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Agreement:

- a. attempt to copy, modify, alter, add to, tamper with, remove, duplicate, create derivative works from, frame, mirror, reproduce, republish, download, display, transmit, circulate, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or
- b. attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

2.4.2. access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or

2.4.3. subject to clause 22.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users.

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

2.6 Where the Customer has not acted in accordance with this clause 2, this shall constitute a material breach and shall be capable of termination in accordance with clause 14.2.

1. Additional user subscriptions

3.1. Subject to clause 3.2 and clause 3.3, the Customer may, from time to time during any Subscription Term, purchase additional User Subscriptions in excess of the number set out in the Signed Quotation and the Supplier shall grant access to the Services and the Documentation to such additional Authorised Users in accordance with the provisions of this Agreement.

3.2. If the Customer wishes to purchase additional User Subscriptions, the Customer shall notify the Supplier in writing. The Supplier shall evaluate such request for additional User Subscriptions and respond to the Customer with approval or rejection of the request (such approval not to be unreasonably withheld). Where the Supplier approves the request, the Supplier shall activate the additional User Subscriptions within 5 days of its approval of the Customer's request.

3.3. The length of additional User Subscriptions shall be aligned with the existing Subscription Term and payment for additional User Subscriptions shall be payable on a pro-rata basis on the payment terms set out in Clause 9.

1. Services

4.1. The Supplier shall, during the term of this Agreement, provide the Services with all reasonable due skill and care and make available the

Documentation to the Customer on and subject to the terms of this Agreement.

- 4.2. The Supplier shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for any maintenance planned and notified to the Customer and as shall be set out in the Support Services Policy.
- 4.3. Where applicable, the Supplier will provide the Customer with the online training and support services as set out in the Signed Quotation or as may be agreed in writing from time to time.
- 4.4. The Supplier shall:
 - 4.4.1. provide the services with all due care, skill and ability and use best endeavours to promote the interests of the Customer's business;
 - 4.4.2. use reasonable endeavours to meet any timetable or schedule that the Customer may compile in respect of the Services; and
 - 4.4.3. use reasonable endeavours to comply with all reasonable standards of safety and comply with the Customer's health and safety procedures from time to time in force at the premises where the Services are provided and report to the Customer any unsafe working conditions or practices.

1. 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 all such Customer Data.
- 5.2. Each party shall comply with its respective obligations set forth in the Data Processing Agreement which shall take effect from the Effective Date of this Agreement. In the event of any inconsistency or conflict between this agreement and the Data Processing Agreement, the latter shall prevail.
- 5.3 Both parties shall comply at all times with the Suppliers standard GDPR Policy in respect of the Customer Data.

1. Third party providers

The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely

at its own risk. The Supplier makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not the Supplier. The Supplier recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. The Supplier does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

1. Supplier's obligations

7.1. The Supplier undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable due skill and care.

7.2. The undertaking at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions or agreement, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Supplier will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 7.1. If Supplier is not able to correct the Services or provide an alternative means of accomplishing the desired performance as described under this clause 7.2, without liability to Supplier, Customer shall have the right to terminate the Agreement immediately.

7.3. The Supplier:

7.3.1. does not warrant that that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and

7.3.2. is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

- 7.4. This Agreement shall not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.
- 7.5. The Supplier warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement and that its performance of the Services shall be in compliance with all applicable laws and regulations.

1. **Customer's obligations**

8.1. The Customer shall:

8.1.1. provide the Supplier with:

- a. all necessary and reasonable co-operation in relation to this Agreement; and
- b. all necessary access to such information as may be reasonably required by the Supplier for the Supplier to carry out the Services;

8.1.2. comply with all applicable laws and regulations with respect to its activities under this Agreement;

8.1.3. carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;

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

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

8.1.6. be, to the extent permitted by law and except as otherwise expressly provided in this Agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

1. Charges and payment

- 9.1. The Customer shall pay the Subscription Fees to the Supplier for the User Subscriptions and any Additional user subscriptions in accordance with this clause 9, the Signed Quotation and the support fees in accordance with the Support Services Policy (together the Charges).
- 9.2. If the Supplier has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of the Supplier:
 - 9.2.1. the Supplier may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and the Supplier shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
 - 9.2.2. interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current base lending rate of the Supplier's bankers in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 9.3. If, at any time whilst using the Services, the Customer exceeds the amount of disk storage space specified in the Documentation, the Supplier shall notify Customer within 5 business days of becoming aware of such excess storage. The Supplier retains the right to charge the Customer excess data storage fees in accordance with the Support Services Policy.
- 9.4. The Supplier may increase the Charges on an annual basis with effect from each anniversary of this agreement, and the first such increase shall take effect from the end of the Initial Term (or any initial fixed term period set out in the Signed Quotation), in line with the higher of:
 - 9.4.1. the percentage increase in the Consumer Price Index in the preceding 12-month period; or
 - 9.4.2 3%.

1. Proprietary rights

- 10.1. The Customer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, under or in, any patents, copyright, 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.

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

1. Confidentiality

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

11.1.1. is or becomes publicly known other than through any act or omission of the receiving party;

11.1.2. was in the other party's lawful possession before the disclosure;

11.1.3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or

11.1.4. is independently developed by the receiving party, which independent development can be shown by written evidence.

11.2. Subject to clause 11.4, each party shall hold the other's Confidential Information in confidence and protect it with at least the same degree of care as it would use to protect its own Confidential Information (but in no event less than a commercially reasonable degree of care) and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.

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

11.4. A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 11.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

- 11.5. The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute the Supplier's Confidential Information.
- 11.6. The Supplier acknowledges that the Customer Data is the Confidential Information of the Customer.
- 11.7. No party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- 11.8. The above provisions of this clause 11 shall survive termination of this Agreement, however arising.

1. Indemnity

- 12.1. The Supplier will defend, indemnify and hold the Customer harmless from and against any losses resulting from a claim that the Services delivered under the Agreement infringe any intellectual property rights of any third party or have become the subject of an injunction or settlement prohibiting the use of the Services, providing:
 - 12.1.1. the Supplier is given prompt notice of any such claim;
 - 12.1.2. the Customer provides reasonable co-operation to the Supplier in the defence and settlement of such claim, at that parties expense; and
 - 12.1.3. the Supplier is given sole authority to defend or settle the claim.
- 12.2. In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on a modification of the Services or Documentation by anyone other than the Supplier.
- 12.3. The foregoing and clause 13.3.2 states the Customer's sole and exclusive rights and remedies, and the Supplier's (including the Supplier's employees', agents' and subcontractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, or database right.
- 12.4. The Customer hereby shall indemnify, and keep indemnified, the Supplier against all claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and

reasonable legal fees) arising out of the Customer's wilful and negligent breach of its obligations under this Agreement.

1. Limitation of liability

13.1. Except as expressly and specifically provided in this Agreement:

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

13.1.2. 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 Agreement; and

13.1.3. the Services and the Documentation are provided to the Customer on an "as is" basis.

13.2. Nothing in this Agreement excludes the liability of either party:

13.2.1. for death or personal injury caused by the a party's negligence; or

13.2.2. for fraud or fraudulent misrepresentation; or

13.2.3 for any claim that may not be legally excluded or limited.

13.3. Subject to clause 13.1 and clause 13.2:

13.3.1. Neither party shall be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/ or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement; and

13.3.2. Each parties total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total Subscription Fees paid for the User Subscriptions during the 12 months immediately preceding the date on which the claim arose, notwithstanding that a

party's liability for breach of clause 11 (Confidentiality), clause 12 (Indemnity)..

1. Term and termination

14.1. This Agreement shall, unless otherwise terminated as provided in this clause 14, commence on the Effective Date and shall continue for one (1) year (the "Initial Term") and shall automatically extend for one (1) year (the "Renewal Period") at the end of the Initial Term and each Renewal Period (the "Subscription Term") (or as otherwise agreed in writing in the Signed Quotation), unless:

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

14.1.2. otherwise terminated in accordance with the provisions of this Agreement; or

14.1.3 either party may terminate this Agreement after the end of the Initial Term by serving the other party 90 days' written notice.

14.2. Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

14.2.1. the other party commits a material breach of any term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 10 Business Days after being notified in writing to do so;

14.2.2. the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;

14.2.3. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1) or 123(2) of the Insolvency Act 1986;

14.2.4. the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of

its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

14.2.5. the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;

14.2.6. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

14.2.7. an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);

14.2.8. the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;

14.2.9. a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;

14.2.10. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days; or

14.2.11. the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business

14.3. On termination of this Agreement for any reason:

14.3.1. all licences granted under this Agreement shall immediately terminate and the Customer shall immediately cease all use of the Services and/or the Documentation;

14.3.2. the Supplier may destroy or otherwise dispose of any of the Customer Data in its possession provided under this Agreement, unless the Supplier receives, no later than thirty days after termination of this Agreement, a written request from the Customer to transfer its data. The Supplier shall use all reasonable efforts to comply with a request for the transfer of data, but such request may incur additional charges as may be agreed between the parties; and

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

1. Force majeure

The Supplier shall have no liability to the Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration (a "Force Majeure Event"). Customer shall not be obliged to pay the Subscription Fees for the duration the Force Majeure Event prevents it from accessing the Services. If a Force Majeure Event continues for a continuous period of more than three months, the Customer shall be entitled to terminate this Agreement.

1. Conflict

If there is an inconsistency between any of the provisions in the main body of this Agreement and the Schedules, the provisions in the main body of this Agreement shall prevail.

1. Variation

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

1. Waiver

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

1. Rights and remedies

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

1. Severance

20.1. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

20.2. If any provision or part-provision of this Agreement is deemed deleted under clause 20.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

1. Entire agreement

21.1. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

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

21.3. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

1. Assignment

22.1. Neither party shall, without the prior written consent of the other party, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

1. No partnership or agency

Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited

to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

1. Third party rights

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

1. Notices

25.1. Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this Agreement, or such other address as may have been notified by that party for such purposes, or sent by fax to the other party's fax number as set out in this Agreement.

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

25.3. The email address for the Supplier shall be: sales@claromentis.com.

1. Governing law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

1. Jurisdiction

Each party irrevocably agrees that any proceedings relating to any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation instituted against the Supplier by the Customer shall be brought in the courts of England and Wales and any such proceedings against the Customer by the Supplier

shall be brought in the courts of the Customers jurisdiction. Each party agrees that the specified courts shall have exclusive jurisdiction over such disputes or claims save that any counterclaim may be brought in any proceedings already commenced.

This Agreement has been entered into on the date stated at the beginning of it.