

OPTIONEER SOFTWARE TERMS AND CONDITIONS

These Terms and Conditions govern your acquisition and use of Continuum’s Optioneer Software By executing an Order Form that references this Agreement, you (hereafter “Customer” or “you”) agree to the terms of this Agreement. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its Affiliates to this Agreement. If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept this Agreement and may not use the Software. This Agreement is effective as of that date that you accept it. Customer and Continuum hereby agree as follows:

1.1 DEFINITIONS

In this Agreement, the following definitions will apply: -

“Affiliate”	in respect of a party, each and any subsidiary or holding company of that party and each and any subsidiary of a holding company of that party from time to time (subsidiary and holding company having the meaning given in section 1159 of the Companies Act 2006);
“Agreement”	these Terms and Conditions and each Order Form agreed between the parties.
“Applicable Law”	any (a) legislation (including statute, statutory instrument, treaty, regulation, order, rules, directive, by-law, decree), common law and regulatory requirements; and (b) mandatory directions, codes, guidelines and requirements of any regulator having legal effect.
“Authorised Users”	shall mean the named individuals that are employed or sub-contracted by You, nominated by you to Continuum, and confirmed by Continuum in writing to You as individuals authorised to use the Software.
“Confidential Information”	information that is proprietary or confidential and is either clearly labelled as such or given its nature, ought reasonably to be considered confidential, including but not limited to any documentation relating to the Software;
“Continuum”	Continuum Industries Ltd incorporated and registered in Scotland with company number SC600922 whose registered office is at Codebase Edinburgh Argyle House, 3 Lady Lawson Street, Edinburgh, Scotland, EH3 9DR.
“Contract Year”	the 12-month period starting on the Effective Date, and each subsequent 12-month period during the term;
“Customer” or “You”	means the entity identified as the ‘Customer’ in an Order Form.
“Data Protection Legislation”	the Data Protection Act 2018 and, unless and until the General Data Protection Regulation ((EU) 2016/679) (GDPR) is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK; and thereafter any successor legislation to the GDPR or the Data Protection Act 2018;
“Effective Date”	the date set out as the ‘Effective Date’ on the Order Form;
“Geographic Area”	shall mean the geographic extent(s) populated with GIS data by You or Continuum for the Software, as set out in an Order Form.
“Fees”	the fees payable by Customer to Continuum under this Agreement (as set out in a Order Form);
“Intellectual Property Rights”	patents, trademarks, service marks, trade names, design rights, copyright, database rights, rights in know-how and other intellectual property rights or equivalent forms of protection of whatever nature arising anywhere in the world, whether registered or unregistered and including applications for the grant of any such rights;
“Licence Period”	shall mean the period set out in an Order Form;
“Professional Services”	means ad hoc consultancy and related services that Continuum agrees to provide to Customer from time to time;
“Proposal”	means the written proposal from Continuum defining a costed project or projects for You that enables You to Use the Software.

"Order Form"	means a document of the same name materially in the form appended to this these terms and conditions at Schedule 1 and executed by the Parties that incorporates the terms of this Agreement and describes the Professional Services and Deliverables to be provided as part of that Order Form;
"Software"	means the software called Optioneer™, developed by Continuum, as described in a Order Form;
"Use the Software"	means run on Amazon Web Services or other host servers, the Software, in accordance with the terms of this Agreement;

1.2 In the event and only to the extent of any conflict between the clauses of these Terms and Conditions, the schedules of these Terms and Conditions and the terms of the Order Form, the following order of precedence shall apply: firstly, the special terms section of the Order Form; secondly, the clauses of these Terms and Conditions; thirdly, the schedules of these Terms and Conditions; and fourthly, the terms of the Order Form other than the special terms section of the Order Form.

2. LICENCES AND IPR OWNERSHIP

2.1 All Intellectual Property Rights in the Software shall belong to and remain the property of Continuum. All Intellectual Property Rights in any modifications to the Software, whether made by or on behalf of Continuum independently of the Agreement, pursuant to its terms or otherwise in the course of the Agreement, shall belong to and remain the property of Continuum.

2.2 You agree that, if at any time you make suggestions to Continuum for the modifications, new features, improvements or enhancements of the Software, then any Intellectual Property Rights in such suggestions shall be the property of Continuum.

2.3 Subject to you paying the Fees and remaining in full compliance with all provisions of this Agreement Continuum grants to you, for the License Period, a non-exclusive, non-transferable, non-sublicensable and revocable licence, solely to allow the Authorised Users to Use the Software in either its full or scoping versions (subject to the scope of the project set out in a relevant Order Form) in respect of planning and developing infrastructure projects that are located in the Geographic Area, subject to the terms of this Agreement.

2.4 Continuum shall provide a specific Authorised User with either read-only access to the Software, or with full rights to run the Software; You and Continuum shall together agree the scope of rights provided to each Authorised User.

2.5 Continuum shall, during the License Period, provide bug-fixes and minor updates to you at no additional cost.

2.6 Continuum shall, during the License Period, develop and to offer to you new and enhanced versions of the Software, with Fees to be set by Continuum.

2.7 The Software may be run by you multiple times in respect of planning and developing infrastructure projects that are located in the Geographic Area. However, the volume and frequency of runs are to be reasonable and not excessive (and in any event, not more than 500 algorithm runs per day). If your use exceeds this limit, then Continuum will inform You and if You continue with excessive use of the Software, then Continuum reserves the right to terminate this Agreement without further notice.

2.8 If Continuum has not received payment of Fees within 30 days after their due date, and without prejudice to any other rights and remedies, Continuum may disable Your passwords, accounts and access to use the Software. Continuum shall be under no obligation to permit You to Use the Software while any Fee invoice(s) remain unpaid beyond their stated payment due date.

3. CUSTOMER OBLIGATIONS

3.1 Except to the extent such activities are either expressly agreed by the parties or otherwise prohibited from being restricted by Applicable Law, Customer shall not, and shall procure that no Authorised User shall:

- a) copy, reproduce, publish, distribute, redistribute, broadcast, transmit, modify, adapt, edit, abstract, create derivative works of, store, archive, publicly display, sell or in any way commercially exploit any part of the Software;
- b) copy, frame or mirror any part of the Software;
- c) reverse engineer, decompile, translate, disassemble or attempt to discover any source code or underlying ideas or algorithms in the Software or the software (or any part of it) that is used to provide the Software;
- d) access the Software to copy its features, functions or graphics to develop a competing Software or software;
- e) use, or authorise or permit any other person to use, the Software in any manner which infringes any law or regulation or which infringes the rights of any third party under the laws of any jurisdiction;
- f) post, link to or transmit, or allow posting, linking or transmission by any third party through the Software, any material, which is unlawful, threatening, libellous or otherwise tortious, abusive, malicious, defamatory, obscene, pornographic, or that contains a Virus or other hostile computer program, or which constitutes, or encourages the commission of, a criminal offence, or which infringes any right of any person which may subsist;
- g) use the Software or allow the transfer, transmission, export, or re-export, of the Software or portion thereof, in violation of any applicable export control laws or regulations;
- h) use the Software for any purpose which is reasonably likely to bring the business of Continuum into disrepute;
- i) interfere or attempt to interfere with the integrity of the Software; or
- j) attempt to gain access to third-party data contained on the Software.

3.2 Further, the Customer agrees:

- a) Not to use of the Software in conjunction with third party confidential data unless you have that third party's consent.
- b) Not to sell, assign, transfer, rent, lease, sublicense, lend, give or make available the Software to others, or otherwise to transfer the Software in its present form or as converted or modified by You or Continuum, or to make the Software available in any manner for use by any other person, or firm, or customer.
- c) To provide Continuum with feedback on any bugs, faults or errors encountered during use of the Software, as well as any modifications, new features, improvements or enhancements You wish to see in the Software.
- d) To ensure that all Authorised Users are aware of Customer's obligations under this Agreement and always comply with the applicable terms of the Agreement when using the Software.
- e) To be responsible for all acts and omissions of Authorised Users during their usage of the Software and any such act or omission that would breach the terms of the Agreement had the same been undertaken by Customer shall be deemed to be a breach by the Customer of the relevant provision(s) of the Agreement.

4. DATA PROTECTION

- 4.1 The parties shall comply at all times with Data Protection Legislation. The parties acknowledge that the type of personal data processed under this Agreement will be usernames of Authorised Users and Continuum will retain such personal data for as long as is necessary to perform its obligations under this Agreement.

5. CUSTOMER LICENCE TO CONTINUUM

- 5.1 As between Continuum and Customer, all Intellectual Property Rights in the Customer Data shall be owned by Customer. You may add or include in the Software your own GIS data, technical and cost parameters and other confidential information and these will remain entirely your own confidential information and will not be shared by Continuum with other licensees or customers of Continuum. You grant an irrevocable licence for the term of this Agreement to allow Continuum to use Your confidential information solely to enable it to fulfil its obligations pursuant to this Agreement, and you accept that other users and Continuum may use public domain information, ordinary general knowledge, industry standard approaches and ordinary skills to develop information that is similar or indeed identical to your own confidential information.
- 5.2 You agree that, provided that Continuum shall not use, share or make available Your Confidential Information to any third parties, Continuum may analyse any and all outputs and other data related to your use of the Software, either manually or through automated systems, specifically in order to maintain, optimise, bug and error-fix, enhance and improve the performance of the Software itself for the benefit of any and all customers of Continuum, for example, by accessing the results of past runs of the Software and their associated data analytics in order to make improvements based on realistic operating conditions.

6. PROVISION OF THE SOFTWARE

- 6.1 Continuum agrees that the Software will comply with the description of the Software set out in the Order Form. If the Software does not conform with the description of the Software, Continuum will, at its expense, correct any such non-conformance reasonably promptly. Such correction constitutes your sole and exclusive remedy for any breach of this clause 6.1.
- 6.2 Continuum shall make available to Customer:
- a) any login details, password or other form of access credentials required by Authorised Users to access the Software; and
 - b) any login details, password or other form of access credentials required by Customer to access the Software.
- 6.3 Continuum will use commercially reasonable endeavours to ensure the Software is available during the Licence Period, but Continuum does not warrant or represent that access to the Software will be uninterrupted or error free.
- 6.4 Continuum may immediately suspend Customer's or any Authorised User's access to the Software if Continuum, acting reasonably, determines:
- a) Customer is in breach of the terms of the Agreement and such breach has had (or is reasonably likely to have) a serious adverse impact on:
 - i. the performance of Continuum's IT systems;
 - ii. the security of Continuum's IT systems and the security of Continuum's other customers and their data; and/or
 - iii. Continuum's Intellectual Property Rights.

6.5 Continuum shall notify Customer of any such suspension pursuant to clause 6.4, and the same shall continue until the factors giving rise to the suspension have been remedied to Continuum's reasonable satisfaction. Such suspension shall not place Continuum in breach of its obligations to provide the Software in accordance with the Agreement and shall not relieve Customer from paying the Fees in accordance with the terms of the Agreement. Continuum shall use reasonable endeavours to provide Customer with such information it is aware of to expedite the remedy the factors giving rise to the suspension.

6.6 Continuum does not warrant or represent that the Software will be compatible or interoperable with any software, hardware or service other than as expressly set out in the Order Form.

7. PROVISION OF THE SERVICES

7.1 Continuum shall provide all Professional Services with reasonable care and skill. For the avoidance of doubt, in no circumstances shall any Professional Services provided by Continuum to the Customer include any professional recommendations. Such Professional Services shall be limited to the operation of the Software on behalf of the Customer.

7.2 Customer:

- a) shall co-operate with Continuum in all matters relating to the Professional Services;
- b) shall appoint a manager for the Professional Services, such person as identified in the Order Form;
- c) shall provide to Continuum in a timely manner all documents, information, items and materials in any form as may be reasonably required by Continuum in connection with the Professional Services and ensure that they are accurate and complete; and
- d) warrants that in making any business decisions based the outputs from the Software following the provision of Professional Services or otherwise, it is acting for its own account, and it has made its own independent assessment with regards to such decisions and as to whether those decisions are appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. It is not relying on the output of the Professional Services or any communication (written or oral) of Continuum; it being understood that information and explanations related to the use of the Software shall not be considered advice or a recommendation to make any specific business decisions.

7.3 If Continuum's performance of the Services is prevented or delayed by any act or omission of Customer, its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, Continuum may at its option:

- a) extend of time to perform its obligations equal to the delay caused by Customer; and/or
- b) charge additional Fees in accordance with Continuum's then-current rate card (as notified by Continuum to the Customer from time to time) equal to the duration of the delay and/or for the additional Services that need to be performed as a result of such delay caused by Customer.

8. FEES

8.1 In respect of each Order Form, Customer shall pay the Fees to Continuum for the Software and any Professional Services as set out in the Fees section of the Order Form.

8.2 Any and all expenses, costs and charges incurred by Customer in the performance of its obligations under the Agreement shall be paid by Customer unless Continuum has expressly agreed beforehand in writing to pay such expenses, costs and charges.

8.3 The invoicing frequency and billing arrangements will be set out in each Order Form.

- 8.4 Customer shall pay the full amount invoiced to it by Continuum in pounds sterling or as otherwise agreed within 30 days of the date of invoice.
- 8.5 All amounts due under the Agreement shall be paid by Customer to Continuum in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). To the extent amounts are subject to withholding tax as required by law, Customer will reimburse Continuum in full for any such withheld amounts. Continuum shall provide Customer with reasonable assistance as it may require to recover the same.
- 8.6 The Fees are exclusive of VAT, which shall be payable by Customer in addition to the Fees.
- 8.7 Customer shall be responsible for the collection, remittance and payment of any or all taxes, charges, levies, assessments and other fees of any kind imposed by governmental or other authority in respect of the purchase, importation, resale or other distribution of the Software.
- 8.8 If Customer fails to make any payment due to Continuum under the Agreement by the due date for payment, then, without limiting Continuum's other remedies under this Agreement:
- a) Customer shall pay interest on the overdue amount at the rate of 4% per annum above Barclays Bank Plc's base;
 - b) rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgement. Customer shall pay the interest together with the overdue amount; and
 - c) subject to applicable legal requirements, Continuum may, in its ultimate discretion, suspend the Customer's use of the Software and provision of the Professional Services.

9. WARRANTIES AND REPRESENTATIONS

- 9.1 Each party warrants and represents to the other party that:
- a) it has obtained and shall continue to maintain in effect all rights, licences, approvals, consents and authorisations to enter into, and comply with the terms of, the Agreement; and
 - b) without affecting its other obligations under the Agreement, it shall comply with all Applicable Law in the performance of its obligations under the Agreement.
- 9.2 All warranties, conditions and other terms implied by statute or common law are excluded from the Agreement to the fullest extent permitted by Applicable Law.

10. CONFIDENTIALITY

- 10.1 Each party may have access to Confidential Information of the other party under the Agreement. A party's Confidential Information shall not include information that:
- a) is or becomes publicly known through no act or omission of the receiving party; or
 - b) was in the other party's lawful possession prior to the disclosure; or
 - c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
 - d) is independently developed by the receiving party, which independent development can be shown by written evidence; or
 - e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 10.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party or use the other's Confidential Information for any purpose other than the implementation of the Agreement.

- 10.3 Each party agrees to 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 the Agreement.

This clause 10 shall survive termination of the Agreement for any reason.

11. LIMITATION OF LIABILITY

- 11.1 Nothing in the Agreement excludes or limits the liability of:

- a) either party for death or personal injury caused by the negligence of such party, for fraud or fraudulent misrepresentation, or in respect of any other liability which cannot by law be limited or excluded; or
- b) Customer for any breach of clause 3, 8 and/or 12.

- 11.2 Subject to clause 11.1, neither party shall be liable to other party for:

- a) any loss, whether direct or indirect, of business, profits, revenue, anticipated savings, loss of or depletion of goodwill, loss of or corruption to data; or
- b) compensatory or restitutionary payments to any third party (other than in respect of third-party claims referenced in clause 12); or
- c) any indirect or consequential loss or damage,
- d) in each case, however arising, whether in contract, tort (including negligence), breach of statutory duty or otherwise, and whether or not either party was aware of the possibility of such loss arising.

- 11.3 Subject to clauses 11.1, 11.2 and 11.4, each party's total aggregate liability to the other party under or in connection with the Agreement whether under contract, tort (including negligence), breach of statutory duty or otherwise, shall not in any Contract Year exceed 50% of the Fees paid by Customer to Continuum in that Contract Year.

- 11.4 Subject to clause 11.1, the parties agree that the limitations described in clause 11.3 shall not apply to:

- a) a breach by either party of clause 10 (*Confidentiality*); or
- b) Continuum's indemnification obligations in clause 12 (*Indemnities*).

- 11.5 Customer assumes sole responsibility for the outputs or data Customer obtains from the use of the Software, and for any interpretation decisions, or conclusions drawn from such use. Continuum shall not be liable for any design, or system resulting from the use of the Software. You also assume sole responsibility for the accuracy and completeness of the GIS data used by the Software. If Continuum provides GIS data to you, then Continuum's sole responsibility shall be to use reasonable endeavours in sourcing the GIS data from a reputable source, and shall not be liable for any errors, inaccuracies, or other mistakes in that GIS data.

12. INDEMNITY

- 12.1 Continuum shall defend You, its officers, directors and employees against any claim that the Software infringes any patent effective as of the Effective Date, copyright, trademark, database right or right of confidentiality, and shall indemnify you for any amounts awarded against you in judgement or settlement of such claims, provided that:

- a) Continuum is given prompt notice of any such claim;
- b) You provide reasonable co-operation to Continuum in the defence and settlement of such claim, at Continuum's expense;
- c) Continuum is given sole authority to defend or settle the claim.

12.2 In no event shall Continuum, its employees, agents and subcontractors be liable to You to the extent that the alleged infringement is based on: (i) a modification of the Software by anyone other than Continuum; or (ii) your use of the Software in a manner contrary to the instructions given to You by Continuum; or (iii) your use of the Software after notice of the alleged or actual infringement from Continuum or any appropriate authority.

13. TERMINATION

13.1 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate the Agreement with immediate effect by giving written notice to the other party if:

- a) the other party commits any material breach of the Agreement and which shall not have been remedied within 30 days from receipt of a written notice from the innocent party specifying the material breach in reasonable detail and requiring the other party to remedy such breach;
- b) 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;
- c) 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);
- d) 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;
- e) 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;
- f) the other party ceases, or threatens to cease, to trade; or
- g) the other party takes or suffers any similar or analogous action as (b)-(e) in any jurisdiction in consequence of debt.

13.2 Without prejudice to any other rights or remedies to which Continuum may be entitled, Continuum may terminate the Agreement with immediate effect by giving written notice to Customer if:

- a) Customer fails to pay any amount due under the Agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
- b) there is a change in control of Customer involving an entity that Continuum regards as a competitor; or
- c) Customer breaches clause 3.

13.3 On termination of the Agreement for any reason:

- a) except as otherwise set out in the Agreement, each party shall return and make no further use of any equipment, property, documentation and other items (and all copies of them) belonging to the other party;
- b) Continuum shall return or delete any personal data processed by Continuum pursuant to the Agreement;
- c) Customer shall immediately pay all Fees incurred prior to the date of termination; and
- d) 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

14.1 Notwithstanding any other provision of the Agreement, neither party shall have any liability to the other party for the performance of its obligations under the Agreement if it is prevented from or delayed in performing its obligations under the Agreement by a Force Majeure Event.

14.2 As soon as reasonably practicable after becoming aware of a Force Majeure Event the party affected by the Force Majeure Event shall notify the other party, providing reasonable details of the Force Majeure Event, its impact on that party's obligations under the Agreement and its anticipated duration. If the period of delay or non-performance continues for six months or longer, the party not affected may terminate the Agreement by giving 30 days' written notice to the other party.

14.3 Nothing in this clause 14 shall relieve Customer from its obligations to pay the Fees as described in the Agreement.

15. COMPLIANCE

15.1 Each party shall comply with all Applicable Law relating to anti-bribery and anti-corruption from time to time, including but not limited to the Bribery Act 2010 as in effect from time to time in the United Kingdom, and the Foreign Corrupt Practices Act of 1977, as amended, 15 U.S.C §§ 78dd-1 et seq. ("**Relevant Requirements**").

15.2 Each party shall:

- a) not commit any act or omission which causes or could cause the other party and/or its Affiliates to breach, or commit an offence under, any Relevant Requirements;
- b) have and shall maintain in place throughout the Term its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate; and
- c) keep accurate and up to date records showing all payments made and received and all other advantages given and received by it in connection with the Agreement and the steps it takes to comply with this clause.

15.3 Each party shall ensure that any person associated with it who is performing activities in connection with the Agreement ("Associated Person") is required to abide by terms equivalent to those agreed to by it in this clause ("Anti-Bribery Commitment"). Each party shall be responsible for the observance and performance by such Associated Persons of the Anti-Bribery Commitment and shall be directly liable to the other party for any breach by Associated Persons of that commitment.

16. ASSIGNMENT

16.1 Save as set out in clause 16.2, neither party shall, without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement.

16.2 Continuum shall have the right to subcontract the exercise of its rights and performance of its obligations under the Agreement to third parties, and to also assign, novate or otherwise transfer any of its rights and/or obligations under the Agreement to:

- a) an Affiliate, as part of a bona fide reconstruction or amalgamation; or
- b) any person as part of a sale of its business or a substantial part thereof.

17. NO PARTNERSHIP OR AGENCY

17.1 Nothing in the 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).

18. THIRD PARTY RIGHTS

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

19. ENTIRE AGREEMENT

- 19.1 The Agreement contains the whole agreement between the parties relating to the subject matter hereof and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter.
- 19.2 Each party acknowledges that, in entering into the Agreement, it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to the Agreement or not) ('**Representation**') other than as expressly set out in the Agreement.
- 19.3 Each party agrees that the only rights and remedies available to it arising out of or in connection with a Representation shall be for breach of contract.

20. NOTICES

- 20.1 Subject to clause 20.2 any notice required to be given under the Agreement shall be in writing and shall be delivered by hand, sent by pre-paid first-class post or recorded delivery post or by email to the other party at its address set out in the Order Form (or such other address as may have been notified by that party for such purposes).
- 20.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 09.00 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. Notices sent by email pursuant to clause 20.1 shall be deemed to have been received at the time the email enters the information system of the intended recipient provided that no error message indicating failure to deliver has been received by the sender.

21. FURTHER ASSURANCE

- 21.1 Each party will at the request of the other party at its own costs do (or procure others to do) everything necessary to give the other the full benefit of the Agreement.

22. GOVERNING LAW AND JURISDICTION

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