

Terms of Access

v1.1 - December 2025

- Definitions and Interpretation
 - In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:

Agreement

the agreement formed between the Parties in accordance with Clause 2.1, comprising the Order Form, these Terms of Access, the Documentation and any documents referred to in the Order Form or these Terms of Access, each Statement of Work, and any policies relevant to use of the Solution notified by Coplan to the Customer from time to time;

Anti-Corruption and Bribery Policy

Coplan's standard anti-corruption and bribery policy, available on request, or via the Customer Dashboard, where applicable;

Applicable Data Protection Laws

means:

(a) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data;

(b) to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which Coplan is subject, which relates to the protection of personal data;

Applicable Law

in respect of the exercise of any right or the performance of any obligation, all statutory and other laws, rules, regulations, instruments, orders and/or provisions in force from time to time that are applicable to such right or obligation;

Authorised Users

those employees, agents and independent customers of the Customer who are authorised by the Customer to use the Services and the Documentation;

Availability Date

the date on which Coplan makes the Solution available to the Customer for operational use;

Change Control Process

the process for change control as set out in Clause 6;

Change Request

has the meaning set out in Clause 6.1;

Charges

all and any fees and charges payable by the Customer to Coplan under or in connection with this Agreement, including those set out in the Order Form or notified through the Customer Dashboard;

Commencement Date

means the date identified as such in the Order Form, or, where no such date is specified, the Availability Date or, if sooner, the date on which Coplan commences performance of the Services;

Confidential Information

any and all information of whatever nature disclosed directly or indirectly (whether before or after the date of this Agreement and whether given in writing, verbally or by any other means) by a Party to the other Party, including any information relating to its business affairs, customers, clients, suppliers, operations, plans or intentions, products and services including databases, software, internet and website products and services, technical information and data, financial information, business strategies, marketing and promotional information, analyses, documents, data, formulae, processes, designs, know-how, trade secrets and Intellectual Property Rights, which information is designated in writing to be confidential or proprietary, or which information would, under the circumstances, appear to a reasonable person to be confidential or proprietary;

Contract Year

the period of twelve months commencing on the Commencement Date and each successive period of 12 months commencing on an anniversary of the Commencement Date;

Control

shall be as defined in Sections 450 and 451(2) of the Corporation Tax Act 2010, and the term **Change of Control** shall be construed accordingly;

Customer Content

any material provided by the Customer to Coplan, or uploaded to the Solution by the Customer;

Customer Dashboard

the online dashboard available to the Customer through the Solution giving access to information about the Customer's account, and allowing the Customer to access, configure and operate the Solution (with each Authorised User being entitled to such rights to access, configure and operate the Solution through the Customer Dashboard as are allocated to the relevant category of Authorised User in accordance with the Documentation);

Customer Data

any data entered into the Solution by an Authorised User, and any Output Data generated or obtained by an Authorised User through the Solution;

Customer Environment

the environment which the Customer or Authorised Users use with or to access and use the Solution, including any and all information technology communication links required by the Customer to facilitate the Customer's and Authorised Users' access to the Solution;

Customer Personal Data

any Customer Data which constitutes personal data, and which Coplan processes in connection with this Agreement, in the capacity of a processor on behalf of the Customer;

Documentation

the electronic operating and user instructions relating to the Software and the Functionality, in the form accessible at www.thisiskit.com from time to time;

EU GDPR

the General Data Protection Regulation ((EU) 2016/679);

Event of Force Majeure

any cause preventing Coplan from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable contemplation and control of including, strikes, lockouts or other industrial disputes (whether involving the workforce of or otherwise) act of God, epidemic or pandemic, war, riot, civil commotion, civil emergency, radioactive, nuclear or chemical acts, malicious damage, cyber-attacks, 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;

Expert

subject to any relevant provisions of this Agreement, such independent expert as is:

(a) agreed between the Parties; or

(b) in the absence of such agreement within 10 Working Days, appointed by the National Computing Centre (or some other British nationally recognised independent centre for expertise in the application of computer technology and/or in the field of finance agreed by the Parties or in default of agreement appointed by the President for the time being of the City of London Law Society);

Fair Use Policy

any policy setting out requirements for fair use of the Services as made available by Coplan to the Customer, through the Solution or otherwise, from time to time;

Functionality

the functions accessible to the respective classes of Authorised Users through the Solution, as described in the Documentation;

Good Industry Practice

the normal appropriate standards and practices that would be expected of a company within the relevant industry or business sector;

Hosting Environment

the environment used by Coplan to host the Solution;

Incident

a failure of Solution to operate substantially in accordance with the Documentation;

Initial Term

the period stated as such in the Order Form, or, if no such period is specified, a period of twelve months commencing on the Commencement Date;

Intellectual Property Rights

any and all copyrights, moral rights, related rights, patents, supplementary protection certificates, petty patents, utility models, trademarks, trade names, service marks, design rights, database rights, website rights, rights in software, semi-conductor topography rights, domain name rights, rights in undisclosed information or Confidential Information, rights in get up, goodwill or to sue for passing off, unfair competition rights, and other similar intellectual property rights (whether registered or not) and applications for any such rights as may exist anywhere in the world;

Liability Event

has the meaning set out in Clause 11.1;

Onboarding Charges

the one-off Charges payable by the Customer in respect of initial set-up of the Solution for the Customer, including any data transfer agreed in writing between the Parties, **the details of** which are **set out in** the Order Form;

Open Source Software

open source or free software as defined by the Open Source Initiative (<http://opensource.org>) or the Free Software Foundation (<http://www.fsf.org>);

Order Form

the statement of the Customer's order for the supply of the Services, as set out in the order form to which these Terms of Access are attached, or, where no such order form is attached, in the quotation issued by Coplan on the basis of which Coplan performs the Services, or, where this Agreement is formed online, in the form completed electronically by the Customer at www.thisiskit.com;

Output Data

any data generated through the use of the Solution by an Authorised User;

Party

a party to this Agreement;

Permitted Purpose

the Customer's own internal business purposes;

Professional Services

any configuration, training, consultancy or other professional services that Coplan agrees in writing to provide from time to time, the particular details of which shall be set out in a Statement of Work;

Professional Services Fees

the Charges payable by the Customer from time to time for the Professional Services, as specified in the applicable Statement of Work;

Rates

Coplan's standard rates for the provision of Professional Services in force from time to time;

Records

such reasonable records as Coplan creates in the course of providing the Services that solely and specifically relate to the Customer and which the Customer does not otherwise have in its possession or control but excluding any records which Coplan deems are commercially sensitive, or any confidential information of a third party;

Regulator

any regulator or regulatory body to which the Customer is subject from time to time whose consent, approval or authority is required so that the Customer can lawfully carry on its business and which has authority to fine or impose a legally binding undertakings on the Customer;

Relationship Manager

the person appointed to act as such by each Party and notified to the other from time to time, as set out in the Order Form or updated on notice from time to time;

Renewal Period

has the meaning set out at Clause 2.1;

Services

the supply of the Solution and the provision of the Professional Services specified in any Statement of Work agreed in writing between the Parties;

Software

KIT, the online software application made available by Coplan at www.thisiskit.com, which enables the Customer to view and manage its inventory of tools and equipment, manage calibration data, perform audit reports, and notify, update and detail the replacement of new equipment, through the use of QR codes, sited on the relevant toolkit, racking or other individual storage receptacles, that provide access to the relevant inventory through use of the Solution;

Solution

the right to access the Software and the Documentation in order to use the Functionality, each in accordance with the Subscription Terms;

Statement of Work

an agreement in writing between the Parties specifying the scope of Professional Services to be provided by Coplan under the terms of this Agreement, the period during which such Professional Services will be provided, the associated Professional Services Fees, and other relevant matters agreed between the Parties in respect of such Professional Services;

Subscription Fees

the recurring Charges payable by the Customer, in respect of its access to the Solution, the details of which are set out in the Order Form, and updated through the Customer Dashboard from time to time;

Tax

any present or future taxes, levies, imposts, duties, charges, fees or other deductions or withholding of any nature, or any amount payable on account of or as security for any of the foregoing, payable at the instance of or imposed by any statutory, governmental, international, state, federal, provincial, local or municipal authority, agency, body or department whatsoever or any central bank or monetary agency or European Community institution, in each case whether in the United Kingdom or elsewhere, together with any penalties, fines, surcharges or interest relating thereto, and **Taxes** and **Taxation** shall be construed accordingly;

Term

the period from the Commencement Date up to the date with effect on which this Agreement is terminated in accordance with its terms;

Third Party Software

any software owned by a third party and made available by Coplan to the Customer for use in connection with the Solution;

UK GDPR

has the meaning given to it in the Data Protection Act 2018;

VAT

value added tax chargeable under the Value Added Tax Act 1994;

Virus

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;

Working Day

any day other than a Saturday, Sunday or public holiday in England when the clearing banks in the City of London are open for business;

Working Hours

the period from 09:00 to 17:00 on any Working Day (UK time).

- In this Agreement, a reference to:
 - a **person** includes a natural person, company, LLP, corporate, partnership, trusts, unincorporated bodies and that persons personal representatives, successors and permitted assigns;
 - the **singular** includes the plural and vice versa, and to the **masculine** shall include the feminine and neuter and vice versa;
 - a **Clause** or **Schedule** is to a clause or schedule of these Terms of Access respectively and the Schedules form part of and are incorporated into this Agreement;
 - a **statute** or **statutory provision** is a reference to it as amended, extended or re-enacted from time to time and such statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
 - **writing** or **written** includes email but not fax;
 - an **English legal term** for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English legal term in that jurisdiction; and
 - any times of day shall refer to the relevant time in the UK.
- The headings in this Agreement are included for convenience only and shall not affect its interpretation or construction.
- Any words following the terms **include, including, in particular, for example** or anything similar are illustrative only and none of them shall limit the sense of the words, description, definition, phrase or term preceding those terms and each of them shall be deemed to incorporate the expression **without limitation**.
- For the purpose of this Agreement the terms **controller, processor, data subject, personal data, personal data breach** and **processing** shall have the meaning given to them in the UK GDPR.
- Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.
- If there is any conflict or ambiguity between the terms of the documents listed below, a term contained in a document higher in the list shall have priority over a term contained in a document lower in the list:
 - the Order Form;
 - a Statement of Work;

- the Schedules;
- these Terms of Access; and
- any document incorporated into the Agreement by reference.

Agreement and Term

- This Agreement is made on the Commencement Date and shall continue in effect for the Initial Term and thereafter for successive periods of twelve months, each commencing on an anniversary of the Availability Date (each, a **Renewal Period**), subject to earlier termination:
 - by either Party giving to the other not less than one month's notice in writing to terminate this Agreement, such notice to expire on the expiry of the Initial Term or any Renewal Period (as applicable); or
 - by either Party exercising any other right to terminate in accordance with the terms of this Agreement.
- The terms of this Agreement apply to the arrangements which are the subject matter of this Agreement to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

Supply of the Services

- Subject to the Customer paying the Charges due from time to time and fulfilling its obligations under this Agreement and subject to the other terms and conditions of this Agreement, Coplan shall:
 - configure the Solution for the Customer, create the Customer's organisation level account and provide access details for the Authorised Users;
 - grant to the Customer a non-exclusive, non-transferable licence, without the right to grant sub-licences, to permit the Authorised Users to access and use the Solution from the Availability Date, for the purposes of, and to the extent necessary for, the Permitted Purpose only;
 - use reasonable endeavours, with effect from the Availability Date and thereafter during the Term, to make the Solution available 24 hours a day, seven days a week, except for:
- planned maintenance notified in advance; and
- unscheduled maintenance, performed outside Working Hours where practicable, provided that Coplan has used reasonable endeavours to give the Customer at least 8 Working Hours' notice in advance where practicable to do so; and

- provide any Professional Services as from the date specified in the relevant Statement of Work for the supply of those Professional Services.
- Coplan shall:
 - provide the Services:
- in accordance with this Agreement in all material respects; and
- in accordance with the requirements of any Applicable Law;
 - comply with its other responsibilities and obligations set out in this Agreement; and
 - appoint a Relationship Manager who will have authority to contractually bind Coplan on all matters relating to this Agreement and use its reasonable endeavours to ensure the continuity of its Relationship Manager. Notwithstanding the foregoing, Coplan shall be entitled to change its Relationship Manager and shall provide notice to the Customer of any such change.
- Coplan may make changes to the Solution, the Hosting Environment, the Documentation and the Services:
 - where Coplan deems such changes necessary to comply with any Applicable Law; and
 - where such changes will not materially and detrimentally affect the nature or quality of the Solution or the Services.
- The Customer acknowledges that the Software may incorporate Open Source Software and Third Party Software and that the use of the Software may be subject to additional terms associated with the use of such Open Source Software and Third Party Software. The Customer agrees to comply with such terms, and therefore any breach by the Customer of such terms shall be a breach of this Agreement.
- The Customer shall indemnify and hold Coplan harmless against any loss or damage which Coplan may suffer or incur as a result of the Customer's breach of any additional terms relating to Open Source Software and Third Party Software of the type referred to in Clause 4.
- Coplan shall be entitled to monitor and audit the use of the Solution by the Customer and each Authorised User in order to monitor compliance with the terms of this Agreement and to calculate the Charges that the Customer has incurred.
- The Customer acknowledges that Coplan hosts the Solution, and any Customer Data stored using the Solution from time to time, in the Hosting Environment, and that nothing in this Agreement shall oblige Coplan to change the Hosting Environment or install the Software on any server outside the Hosting Environment.

Customer Obligations

- The Customer:
 - shall ensure that its network and systems comply with the relevant specifications provided by Coplan from time to time, and, to the extent permitted by law and except as otherwise expressly provided in this Agreement;
 - shall implement and operate appropriate up-to date IT security, including anti-virus/ anti-malware software and vulnerability management, within its network and systems;
 - shall be solely responsible for procuring, maintaining and securing the network connections and telecommunications links from its systems to Coplan's Hosting Environment; and
 - acknowledges that Coplan has no liability for any problems, conditions, delays, delivery failures or other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.
- The Customer shall:
 - appoint a Relationship Manager who will have authority to contractually bind the Customer on all matters relating to this Agreement and use its reasonable endeavours to ensure the continuity of its Relationship Manager. Notwithstanding the foregoing, the Customer shall be entitled to change its Relationship Manager and shall provide notice to Coplan of any changes to the same;
 - procure that its employees, agents and representatives, including in particular the Authorised Users, co-operate with Coplan on all matters relating to this Agreement, the configuration of the Solution and the supply of the Services;
 - provide to Coplan and such of its employees, agents, contractors and subcontractors as Coplan deems necessary, in a timely manner and at no charge, access to the Customer Environment (including software interfaces of the Customer's other business applications) and other facilities as may reasonably be required by Coplan in connection with this Agreement and in particular in order for Coplan to provide Services;
 - inform Coplan of all health and safety and security requirements that apply at the Customer's premises;
 - use all reasonable endeavours to prevent any unauthorised access to, or use of, the Solution and notify Coplan promptly of any such unauthorised access or use;
 - maintain, and procure that its Authorised Users maintain, the confidentiality of all passwords and any login credentials issued by the Customer to access the Solution;

- maintain full and accurate copies of all Customer Data, ensuring that any Customer Data stored through the Solution from time to time is backed up securely to an independent storage location;
 - use the Solution only for its intended purpose and in accordance with any Fair Use Policy specified by Coplan from time to time. Coplan shall be entitled to determine whether any usage constitutes fair use of the Solution – in particular, the Customer should note that, as set out in the Documentation, it is intended that each QR code used by the Customer in connection with the Solution should apply to the equipment and spare parts stored in a single tool kit, storage receptacle or racking solution, and that applying a single QR code to the equipment and spare parts stored in a larger storage area, such as a room or set of discrete racking units would not constitute fair use of the Solution;
 - without affecting its other obligations under this Agreement, comply with all Applicable Law which applies to the Customer in connection with this Agreement;
 - obtain and maintain all necessary licences, consents and permissions necessary to enable Coplan to provide, and the Customer to enjoy the benefit of, the Services;
 - comply with its other responsibilities and obligations set out in this Agreement in a timely and efficient manner.
- In relation to the Authorised Users, the Customer undertakes that it shall:
 - allow only Authorised Users to access and use the Solution;
 - ensure that any Authorised Users accessing and using the Solution do so in accordance with the terms and conditions of this Agreement, including the Fair Use Policy and shall be responsible for any Authorised User's breach of this Agreement;
 - not allow or suffer any password or login credentials allocated to a particular Authorised User to be used by any other person unless the same has been reassigned in its entirety by the Customer to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Solution; and
 - ensure that all Authorised Users have the required skills, training and expertise in accordance with Good Industry Practice to use the Solution.
- The Customer shall not, and shall procure that Authorised Users shall not, store through the Solution, nor access, store, distribute, transmit, upload or allow to be uploaded to or through the Solution any material that:
 - is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; and/or
 - facilitates illegal activity, depicts sexually explicit images, promotes unlawful violence or is discriminatory; and/or

- is discriminatory based on race, gender, colour, religious belief, sexual orientation or disability; and/or
 - is in a manner that is otherwise illegal or causes damage or injury to any person or property; and/or
 - contains any Viruses.
- The Customer shall not, and shall procure that Authorised Users shall not:
 - except as may be allowed by any Applicable Law incapable of exclusion by agreement between the Parties and except to the extent expressly permitted under this Agreement:
 - attempt to copy, duplicate, modify, create derivative works from, frame, mirror republish, download, display, transmit or distribute all or any portion of the Solution in any form or media or by any means; or
 - attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Solution;
 - access or use the Solution for any purpose other than the Permitted Purpose;
 - license, sell, rent, lease, transfer, assign, distribute, display, disclose or otherwise commercially exploit or otherwise make the Solution available to any third party except Authorised Users;
 - attempt to obtain, or assist third parties in obtaining, access to the Solution; or
 - require Coplan to process any data in any manner where the Customer does not have the necessary rights, licences or consents to permit Coplan to process such data in such manner;

and Coplan reserves the right, without liability to the Customer or prejudice to Coplan's other rights, to disable the Customer's access to the Solution if the provisions of this Clause 4.5 are breached.

- Upon the request of Coplan, the Customer shall suspend entry or processing of data and shall, if it is reasonably necessary to maintain the integrity of the Customer Data, enter or re-enter data and use backed-up versions of data.
- Charges and Payment Provisions
 - Coplan shall be entitled to issue its invoices for the Charges:
 - in respect of the Subscription Fees, immediately on the Customer's submission of an order for access to the Solution;
 - in respect of Professional Services, upon completion of the Professional Services to which the invoice relates or, at Coplan's option, on a monthly interim basis.
 - The Customer shall pay the Charges within 30 days of receipt of the relevant invoice unless otherwise agreed in writing between the Parties.

- All sums payable to Coplan under this Agreement:
 - are exclusive of VAT or any similar Tax that Coplan is required to apply to the Charges which shall be payable at the rate and in the manner for the time being prescribed by Applicable Law; and
 - shall be non-refundable.
- If any sums payable under this Agreement are not paid by their due date then, without prejudice to the other rights and remedies of, Coplan reserves the right to charge interest on such sum on a daily basis (both before and after judgement) from the date or last date for payment thereof to the date of actual payment (both dates inclusive) at the rate of 4% per annum above the base rate from time to time of the Bank of England or 8% per annum, whichever is the higher, compounded quarterly. Such interest shall be paid on demand of Coplan.
- All amounts due under this Agreement shall be paid by the Customer in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of Tax as required by Applicable Law) and the Customer shall not be entitled to assert any credit, set off or counterclaim against Coplan in order to justify withholding payment of any such amount in whole or in part.
- Coplan shall be entitled to set-off any sums due to it under this Agreement against any sum due to the Customer under this Agreement.

Change Control Process

- If following the Commencement Date, the Customer requires Professional Services or wishes to request a change to the Solution, or the scope of the Professional Services being provided by Coplan, it shall submit details of its request in writing to Coplan (a **Change Request**).
- If the Customer wishes Coplan to proceed with the Change Request, Coplan has no obligation to do so unless and until the Parties have agreed, in writing: a Statement of Work, the Professional Services Fees (if applicable) and the necessary variations to the Charges and any other relevant terms of this Agreement to take account of the change. Any such Professional Services shall be provided subject to and in accordance with the terms of this Agreement.
- This Clause 6 is without prejudice to Coplan's right to make changes to the Solution, the Hosting Environment, the Documentation and the Services in accordance with Clause 3.3, or as otherwise provided in this Agreement.

Data Protection

- If and to the extent that the provision of the Solution or the Services requires Coplan to process any personal data on behalf of the Customer, the provisions set out in this Clause 7 shall govern such processing.

- The Customer shall own all right, title and interest in and to all of the Customer Personal Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of such Customer Personal Data.
- Both Parties shall during the term of this Agreement, comply with their respective obligations under the Applicable Data Protection Laws. This Clause 7 is in addition to, and does not relieve, remove or replace, a Party's obligations or rights under the Applicable Data Protection Laws.
- The Parties acknowledge that:
 - if Coplan processes any Customer Personal Data on the Customer's behalf when performing its obligations under this Agreement, the Customer is the controller and Coplan is the processor for the purposes of the Applicable Data Protection Laws; and
 - the scope, nature and purpose of processing by Coplan, the duration of the processing and the types of personal data and categories of data subject are set out at <https://coplancontrol.com/our-privacy-policy/>.
- Without prejudice to the generality of Clause 2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Customer Personal Data to Coplan for the duration and purposes of this Agreement so that Coplan may lawfully use, process and transfer the Customer Personal Data in accordance with this Agreement on the Customer's behalf.
- Coplan shall, in relation to any Customer Personal Data processed by Coplan in connection with the performance of its obligations under this Agreement, and to the extent necessary for purposes of either Party's compliance with Applicable Data Protection Laws:
 - process that Customer Personal Data only on the documented written instructions of the Customer unless Coplan is required by Applicable Law to otherwise process that Customer Personal Data (**Purpose**). Where Coplan is relying on Applicable Law as the basis for processing Customer Personal Data, Coplan shall notify the Customer of this before performing the processing required by the Applicable Law unless those Applicable Law prohibits Coplan from so notifying the Customer on important grounds of public interest. Coplan shall inform the Customer if, in the opinion Coplan, the instructions of the Customer infringe Applicable Data Protection Laws;
 - ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability

and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- ensure that those employees of Coplan who have access to, and process Customer Personal Data are obliged to keep it confidential;
 - assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or Regulators;
 - notify the Customer without undue delay on becoming aware of a personal data breach;
 - at the written direction of the Customer, delete or return Customer Personal Data and copies thereof to the Customer on termination or expiry of this Agreement unless required by Applicable Law to store the Customer Personal Data; and
 - maintain complete and accurate records and information to demonstrate its compliance with this Clause 7, and make such records and information available to the Customer or the Customer's designated auditor on the Customer's reasonable request.
- The Customer hereby provides its prior general authorisation for Coplan to:
 - appoint third parties as third-party processors of the Customer Personal Data. Coplan confirms that it has or will have entered into an agreement with the third parties on the terms, which incorporate substantially the same terms to those set out in this Clause 7. As between Coplan and the Customer, Coplan shall remain fully liable for all acts or omissions of any third-party processor appointed by it;
 - transfer Customer Personal Data outside of the UK as required for the Purpose, provided that Coplan shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws. For these purposes, the Customer shall promptly comply with any reasonable request of Coplan, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the Commissioner from time to time (where the UK GDPR applies to the transfer).
 - Either Party may, at any time on not less than 30 days' notice, revise this Clause 7 by replacing it with any applicable controller to processor standard agreement or similar terms forming part of an applicable certification scheme.

Warranties

- Subject to the exceptions set out in Clause 5 and the limitations on its liability in Clause 11, Coplan warrants:
 - it has the right, power and authority to license the Solution upon the terms and conditions of this Agreement;
 - the licenses attached to the Open Source Software permit such Open Source Software to be integrated into the Solution;
 - the Solution will operate substantially in accordance with the Documentation;
 - it will perform the Professional Services with reasonable care and skill and in accordance with Good Industry Practice;
 - no enhancement to the Solution will materially remove, or result in detrimental change to, the Functionality, save where such reduction or removal arises as a result of a change in Applicable Law, in which case, Coplan shall use its reasonable endeavours to provide not less than 20 Working Days' notice of such change.
- The Customer shall give notice to Coplan as soon as it is reasonably able upon becoming aware of a breach of warranty.
- Subject to Clause 4, in the event that the Customer discovers a material defect with the Solution which substantially affects the Customer's use of the Solution on the terms of this Agreement and notifies Coplan with full details of the defect, Coplan shall use reasonable endeavours to correct such defect within a reasonable period of time.
- Notwithstanding anything to the contrary in this Agreement, Coplan shall have no liability to remedy a breach of warranty where such breach arises as a result of any failure on the part of the Customer to observe and perform its obligations under this Agreement.
- The Customer acknowledges and accepts that:
 - Coplan does not warrant or guarantee that the Solution will meet the Customer's requirements and the Customer agrees that the existence of Incidents shall not automatically constitute a breach of warranty or this Agreement;
 - Coplan does not warrant or guarantee the accuracy or completeness of Output Data as the Output Data is dependent on the Authorised User's use of the Solution and the data stored in the Solution;
 - the Solution may not operate continuously and in an error-free manner – Coplan does not guarantee to anyone that the Customer, or Authorised Users will be able to access the Solution or any part thereof at any particular time and the Customer agrees that Coplan shall have no liability to the Customer if any such persons are temporarily not able to access the Solution at such time;

- the Solution was not designed and produced to the Customer's individual requirements and that the Customer was responsible for its selection;
 - the Solution is provided to the Customer on an "as is" and "as available" basis;
 - the Solution is provided as a tool to aid the Customer's business but should not be relied upon in a business critical manner – in particular, the Customer should not rely on the Solution as its sole repository for the recording of information necessary for the Customer's compliance with any legal, regulatory, contractual or other requirements; and
 - Coplan cannot and does not warrant that the Customer's use of the Solution will ensure its compliance with any requirements of a Regulator, or any Applicable Law from time to time and the Customer is responsible for such compliance.
- Subject to the foregoing, all conditions, warranties, terms and undertakings, express or implied, statutory or otherwise, in respect of the Solution, the Documentation, the Professional Services and Output Data are hereby excluded to the fullest extent permitted by Applicable Law.

Intellectual Property Rights

- The Customer agrees and acknowledges that Coplan and/or its licensors own all Intellectual Property Rights in the Solution (including the Documentation). Except as expressly set out in this Agreement, this Agreement does not grant the Customer any rights to, or in, any Intellectual Property Rights in respect of the Solution or Documentation.
- Subject to Clause 4, Coplan will indemnify and hold harmless the Customer on an indemnity basis only against any damages (including reasonable costs) that are awarded, or which become payable by the Customer to any third party in respect of any claim or action that the use of the Solution by the Customer in accordance with this Agreement infringes the Intellectual Property Rights of any third party (an **Intellectual Property Infringement**) provided that the Customer:
 - immediately notifies Coplan of any suspected Intellectual Property Infringement;
 - subject to Clause 5, gives Coplan the sole conduct of the defence to any claim or action in respect of an Intellectual Property Infringement and does not at any time admit liability or otherwise settle or compromise or attempt to settle or compromise the said claim or action except upon the express instructions of Coplan; and
 - acts in accordance with the reasonable instructions of Coplan and gives to Coplan such assistance, as it shall reasonably require in respect of the conduct of the said defence including without prejudice to the generality of the foregoing the filing of all pleadings and other court process and the provision of all relevant documents.

- Coplan shall reimburse the Customer its reasonable costs incurred in complying with the provisions of Clause 2.3.
- Coplan shall have no liability to the Customer in respect of an Intellectual Property Infringement if and to the extent the same results from:
 - any breach by the Customer or an Authorised User of this Agreement;
 - the Customer's negligence or wilful misconduct;
 - Coplan's use of any Customer Content in accordance with the terms of this Agreement;
 - Open Source Software to the extent that Coplan has complied with the applicable licence for the same; or
 - the combination, linking or incorporation of the Solution with any third party hardware, software or services.
- In the event of an Intellectual Property Infringement Coplan shall be entitled at its own expense and option either to:
 - procure the right for the Customer to continue using Solution; or
 - make such alterations, modifications, adjustments or substitutions to the Solution so that it becomes non-infringing without incurring a material diminution in performance or functionality.
- If Coplan in its reasonable judgment is not able to exercise any of the options set out in Clause 5 within three months of the date it received notice of the Intellectual Property Infringement, then Coplan without prejudice to any other rights or remedies it may have hereunder shall be entitled to terminate this Agreement by 30 days' notice in writing to the Customer.
- This Clause 9 states the Customer's sole and exclusive rights and remedies, and Coplan's (including Coplan's employees', agents', contractors', and sub-contractors') entire obligations and liability, for any Intellectual Property Infringement.
- The Customer acknowledges that any Open Source Software incorporated into Solution by Coplan is provided "as is" and expressly subject to the disclaimer in Clause 6.
- The Customer shall indemnify Coplan against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Coplan arising out of or in connection with any claim by a third party alleging that use of all or any part of the Customer Data, or use of any Customer Content, infringes any Intellectual Property Rights of such third party.
- The Customer hereby grants to Coplan a royalty free, non-exclusive, non-transferable licence during the Term to use any Intellectual Property Rights in the Customer Content, and the trade marks or trade names used by the

Customer in connection with the Customer's business, solely to the extent necessary for providing the Solution and Professional Services in accordance with this Agreement.

Confidentiality

- Each Party may be given access to Confidential Information by 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:
 - is or becomes publicly known other than through any act or omission of the receiving Party;
 - was in the other Party's lawful possession before the disclosure;
 - is lawfully disclosed to the receiving Party by a third party without restriction on disclosure;
 - is independently developed by the receiving Party, which independent development can be shown by written evidence; or
 - is required to be disclosed by any Applicable Law, by any court of competent jurisdiction or by any regulatory or administrative body.
- Each Party shall hold the other's Confidential Information in confidence and, unless required by Applicable 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 for the purposes envisaged by this Agreement.
- 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.
- Neither Party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- The Customer acknowledges that details of the Solution and the results of any performance tests of the Solution, and outcomes of the Professional Services constitute Coplan's Confidential Information.
- Coplan acknowledges that the Customer Data is the Confidential Information of the Customer.

Limitation of Liability

- The following provisions set out the entire liability of Coplan (including any liability for the acts and omissions of its employees, agents, representatives and sub-contractors) in respect of:
 - any breach of its contractual obligations arising under or in connection with this Agreement;

- any use made by the Customer of the Solution, the Professional Services and the Documentation or any part of them;
- any mis-representation, mis-statement or tortious act or omission including negligence but excluding any of the same made fraudulently arising under or in connection with this Agreement;
- any other provision of this Agreement, including any indemnity;

(a Liability Event).

- Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall limit or exclude the liability of Coplan:
 - for death or personal injury resulting from its own negligence or that of its representatives;
 - for fraud or fraudulent misrepresentation; or
 - to the extent that such liability or exclusion is not permitted by law.
- The Customer is responsible for:
 - all Output Data and results obtained and conclusions drawn from the Output Data and use of the Solution, the Documentation or the Services by the Customer and Authorised Users; and
 - all data extraction and migration save to the extent provided by Coplan as part of any configuration activity or Professional Services to be provided by Coplan from time to time; and
 - undertaking data integration tests and collating Output Data to verify that the Output Data is complete and accurate.
- Subject to Clause 2, the total liability of Coplan in respect of:
 - all Liability Events arising in relation to a Statement of Work and all Professional Services provided or to be provided pursuant to that Statement of Work shall be limited to 100% of the Professional Service Charges paid for such Professional Services; and
 - all other Liability Events arising in relation to the Solution or otherwise under this Agreement shall in any Contract Year be limited to an amount equal to 100% of the Subscription Fees that have been paid to Coplan in respect of the immediately preceding Contract Year or, in respect of the first Contract Year, the Subscription Fees paid to Coplan in respect of that Contract Year.
- Subject to Clause 2, Coplan shall not be liable to the Customer in respect of any Liability Events for any loss or damage which may be suffered by the Customer (or any person claiming through or under the Customer) whether the same are suffered directly or indirectly whether the same arise in contract tort (including negligence) or otherwise howsoever, which fall within any of the following categories:
 - loss of profits;
 - loss of turnover;

- loss of anticipated savings;
 - loss of business opportunity;
 - loss of goodwill;
 - losses arising out of or in connection with loss or corruption of data;
 - damage to reputation; or
 - any special, indirect or consequential loss.
- Coplan shall not be liable for any damage or losses to the extent they arise result of or in connection with:
 - any failure of the Customer to observe and perform its obligations under this Agreement or a Statement of Work or a breach by the Customer or an Authorised User of this Agreement;
 - any unauthorised or incorrect access or use of the Solution or Professional Services or use other than in accordance with the terms of this Agreement or Coplan's instructions;
 - problems caused by the Customer Environment;
 - any modification or alteration of the Solution by any party other than Coplan;
 - errors or omissions to the extent they are based on and/or relate to the information or instructions provided by the Customer or its employees, agents or representatives to Coplan; or
 - any actions taken by Coplan at the Customer's discretion; or
 - the Customer's use of the Solution after the Customer became or should have become aware of an Incident but before Coplan has confirmed that a resolution has been implemented.
 - If at any time the Customer's operational requirements of the Solution exceeds the operational capabilities of the same, including the storage capacity allocated to the Customer, or if the Customer does not comply with the Fair Use Policy or any provision of this Agreement in respect of fair use of the Solution, then the Customer acknowledges that it may have an adverse impact on the capability, functionality and/or performance of the Solution and as a result Coplan shall not be liable to the Customer for any loss or damage arising in respect of such impact on the capability, functionality and/or performance of the Solution.
 - If a number of Liability Events of Default give rise substantially to the same loss, then they shall be regarded as giving rise to only one claim under this Agreement.
 - Coplan shall have no liability to the Customer in respect of any Liability Event unless the Customer shall have served notice of the same upon Coplan within 3 months of the date the Customer became aware or ought to have become aware of the consequences of the Liability Event.
 - All references to "Coplan" in this Clause 11 shall, for the purposes of this Clause 11 and Clause 6 only, be treated as including all employees, subcontractors and suppliers of

Coplan, all of whom shall have the benefit of the exclusions and limitations of liability set out in this clause, in accordance with clause 19.6

- The Customer declares and acknowledges that it has considered the provisions of this Clause 11 in detail including each of the limitations on liability contained in Clauses 3 to 11.10 (inclusive) and considers them reasonable in the circumstances having taken into account among other factors the subject matter of this Agreement and having obtained or had the opportunity to obtain independent legal advice on the same.

Term and Termination

- If the Customer fails to pay any Charges within 5 Working Days of their due date for payment or if Coplan is otherwise entitled to terminate this Agreement in accordance with Clauses 2 or 12.3, Coplan shall have, without prejudice to any of its other rights and remedies, the option, at its sole discretion, by giving written notice to the Customer, to immediately:
 - restrict or suspend the Customer's access to the Solution and the Services forthwith until such Charges, together with accrued interest payable thereon, have been received in clear funds by Coplan – the Customer acknowledges that Coplan shall continue to maintain the Solution and the information stored through the Solution for the Customer during any such period of suspension, and accordingly the Charges shall continue to accrue during such period; or
 - terminate this Agreement forthwith.
- Save where it relates to Professional Services, in which case Clause 4 shall apply, without affecting any other right or remedy available to it, either Party may terminate this Agreement:
 - with immediate effect (or following such notice period as that Party sees fit) by giving written notice to the other Party if:
- the other Party commits any material breach of any term of this Agreement which is not capable of remedy; or
- the other Party commits a material breach of any form of this Agreement which is capable of remedy, and fails to remedy the same within 30 days of a written notice giving particulars of the breach and requiring it to be remedied; or
 - in accordance with Clause 18.3;
 - in the case of Coplan, in accordance with Clause 9.6.
- Without affecting any other right or remedy available to Coplan, Coplan may terminate this Agreement with immediate effect (or following such notice period as Coplan sees fit) by giving written notice to the Customer if:
 - the Customer makes a proposal for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal for any other composition, scheme or arrangement with (or assignment for the benefit of) its creditors generally or if the Customer is unable to pay its debts as they

fall due within the meaning of Section 123 of the Insolvency Act 1986 or if a trustee, receiver, administrator, administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the Customer or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the Customer or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction);

- the Customer ceases to carry on its business or substantially the whole of its business or threatens to do any of the same;
 - if any event analogous to that set out in Clauses 12.3.2 shall occur in any jurisdiction in which the Customer is incorporated or resident or carries on business; OR
 - there is a Change in Control of the Customer, where such Change in Control results in an entity which Coplan reasonably deems a competitor of Coplan acquiring Control of the Customer.
- Either Party may terminate a Statement of Work and the Professional Services to be supplied pursuant to that Statement of Work with immediate effect (or following such notice period as that Party sees fit) by giving written notice to the other Party if the other Party commits any material breach of any term of this Agreement relating to the Professional Services to be provided which is not capable of remedy or if capable of remedy, fails to remedy the same within 30 days of a written notice from the other Party giving particulars of the breach and requiring it to be remedied provided always that any termination of a Statement of Work shall not terminate this Agreement or any other Statement of Work which shall continue in full force and effect notwithstanding the termination of the particular Statement of Work.

Consequences of Termination

- Other than as set out in this Clause 13, neither Party shall have any further obligation to the other under this Agreement after its termination.
- On termination or expiry of this Agreement:
 - the Customer shall:
 - immediately pay to Coplan all of Coplan's outstanding unpaid invoices and interest;
 - pay, immediately on receipt of invoice, an amount in respect of any period in which the Solution and/or the Professional Services have been supplied but for which no invoice has been submitted prior to termination of the Agreement; and
 - pay, immediately on receipt of invoice, an amount in respect of the Charges due in respect of Subscription Fees for the period from the

date of termination to the expiry of the Initial Term or, if applicable, the expiry of the next Renewal Period;

- all licences and rights granted under this Agreement shall immediately terminate;
- each Party shall as soon as reasonably practicable, return or destroy as directed in writing by the other Party any documents in its possession or control which contain or record any Confidential Information of the Party and shall if required by the other Party provide the other Party with written evidence in the form of a letter signed by a director within 10 Working Days of such request that the same have been destroyed;
- Coplan may take such steps as it deems necessary to ensure that the Customer and none of its Authorised Users can access or use the Solution;
- unless Coplan has terminated this Agreement pursuant to Clauses 1.2, 12.2 or 12.3, subject to the Customer:
 - entering into an agreement with Coplan on Coplan's standard terms;
 - paying Coplan's Charges in respect of the provision of such Professional Services (such Charges to be calculated on the basis of the Rates); and
 - providing such co-operation as reasonably required by Coplan;

Coplan shall provide such Professional Services as are agreed between the Parties to extract the Customer Data from the Solution and provide this to the Customer in a standard readable format.

- The Customer acknowledges that notwithstanding Clause 13.2.8, Coplan shall have the right to delete any Customer Data in its possession or control within 30 days of the date of termination or expiry of this Agreement.
- The termination of this Agreement howsoever arising shall be without prejudice to any other rights or remedies a Party may be entitled to under this Agreement or at Law and shall not affect the accrued rights, obligations or liabilities of either Party nor the coming into or continuance in force of any provision of this Agreement, which is expressly or by implication, intended to come into or continue in force on or after such termination.

Anti-Bribery and Modern Slavery

- Each Party warrants and represents to the other Party that:
 - in the negotiation of this Agreement, it has complied with all Applicable Laws and regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010;
 - it has and will maintain in place at all times procedures under the Bribery Act 2010 to ensure continued compliance with the Bribery Act 2010 and will enforce those procedures where appropriate; and

- it will promptly report to the other Party any request or demand for or offer of any undue financial or other advantage of any kind received by it in connection with this Agreement.
- The Parties agree that a breach of Clause 1 shall be deemed to be a material breach of this Agreement.
- Coplan warrants and represents to the Customer that it has and will maintain in place at all times procedures under the Modern Slavery Act 2015 to ensure its compliance with the Modern Slavery Act 2015 and will enforce those procedures where appropriate.

Escalation Procedure and Expert Determination

- All disputes arising out of or in connection with this Agreement shall first be referred to the Relationship Managers who shall discuss and attempt to resolve such dispute as soon as reasonably practicable and, in any event, within 3 Working Days.
- Where a dispute to be considered by the Relationship Managers in accordance with Clause 1 is not resolved by them within 3 Working Days then either Party may propose resolution via the expert determination procedure set out in set out in Clauses 15.4 to 15.5 (inclusive) (the **Expert Determination Procedure**), provided always that nothing in this Clause 15 shall prevent or delay either Party from commencing or pursuing any legal remedy or course of action.
- The procedure set out in Clauses 4 to 15.5 (inclusive) shall apply where both the Relationship Managers agree that a dispute should be determined by the Expert Determination Procedure.
- Where a dispute is to be determined by the Expert Determination Procedure, the dispute shall be referred to an Expert who shall act as an expert and not an arbitrator (and for the avoidance of doubt the Arbitration Act 1996 shall be excluded in relation to such disputes) who shall decide the matter and whose decision shall be final and binding on the Parties in the absence of fraud or manifest error.
- The Parties shall each bear their own costs in relation to any reference made to the Expert under this Clause 15 and the fees and all other costs of the Expert shall be borne jointly in equal proportion by the Parties unless otherwise directed by the Expert.

Grossing-Up for Tax

- If the Customer is required by law to make any deduction or withholding from any payment to Coplan on account of any Tax then the Customer shall, when making the payment to which the withholding or deduction relates, pay to Coplan such additional amount as will ensure that Coplan receives the same total amount that it would have received if no such withholding or deduction had been required.

Assignment

- Coplan may at any time assign, transfer, mortgage, charge or deal in any other manner with any or all of its rights and obligations under this Agreement.
- Coplan may subcontract or delegate in any manner any or all of its obligations under this Agreement to any third party or agent.
- This Agreement is personal to the Customer and the Customer shall not assign, transfer, mortgage, charge, subcontract, declare a trust of or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of Coplan (such consent not to be unreasonably withheld or delayed).
- Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

Event of Force Majeure

- Coplan shall not be deemed to be in breach of this Agreement or otherwise liable the Customer in any manner whatsoever for any failure or delay in performing its obligations under this Agreement due to an Event of Force Majeure.
- If Coplan's performance of its obligations under this Agreement is affected by an Event of Force Majeure:
 - it shall give written notice to the Customer, specifying the nature and extent of the Event of Force Majeure, within 5 Working Days of becoming aware of the Event of Force Majeure and will at all times use all reasonable endeavours to mitigate the severity of the Event of Force Majeure;
 - subject to the provisions of Clause 3, the date for performance of such obligation shall be deemed suspended only for a period equal to the delay caused by such event;
 - it shall not be entitled to payment from the Customer in respect of extra costs and expenses incurred by virtue of the Event of Force Majeure.
- If the Event of Force Majeure continues for more than 3 months, either Party may give notice in writing to the other to terminate this Agreement. The notice to terminate must specify the termination date, which must not be less than 15 Working Days after the date on which the notice is given, and once such notice has been validly given, this Agreement will terminate on that termination date.

General

- **Notices.**

- Any notice to be given by a Party under or in connection with this Agreement shall be in writing in English language and delivered by hand or sent by UK first class post or other next Working Day delivery service to the other Party at the address given in this Agreement or as otherwise notified to the other Party in writing from time to time or by email to such email address as the Parties choose and notify to the other Party from time to time.
 - Any such notice shall be deemed to have been received:
 - if delivered by hand, at the time the notice is left at the address or given to the addressee; or
 - in the case of pre-paid first class UK post or other next Working Day delivery service, at 9.00 am on the second Working Day after posting or at the time recorded by the delivery service; or
 - if sent by email on a Working Day at the time of transmission provided that a non-delivery communication is not received by the sender.
 - A notice shall have effect from the earlier of its actual or deemed receipt by the addressee. For the purposes of calculating deemed receipt:
 - all references to time are to local time in the place of deemed receipt; and
 - if deemed receipt would occur on any day other than a Working Day, deemed receipt is 9.00 am on the next Working Day.
 - This Clause 1 does not apply to the service of any proceedings or other documents in any legal action.
- **Entire Agreement.**
 - This Agreement contains the entire understanding between the Parties in relation to its subject matter and supersedes all (if any) subsisting agreements, arrangements, understandings, negotiations, discussions or correspondence (written or oral, express or implied) relating to the same.
 - The Customer acknowledges that in entering into this Agreement it has not relied on any warranty, representation or undertaking (whether made innocently or negligently) which is not contained in or specifically incorporated into this Agreement. The Customer agrees and acknowledges that its only remedy in respect of those representations, statements, assurances or warranties set out in this Agreement will be for breach of contract, in accordance with the terms of this Agreement, provided always that nothing in this Clause 2 shall exclude or limit the liability of for any fraudulent misrepresentation or warranty fraudulently given and upon which the Customer can prove it has placed reliance.
- **Further Assurance.** The Customer will at all times after the date of this Agreement do and execute or procure to be done and executed all other necessary acts, deeds, documents and things within their power to give effect to this Agreement.

- No variation of this Agreement shall be effective unless it is in writing and is signed by an authorised representative of each Party.
- **Costs and expenses.** Each Party shall pay the legal and other costs and expenses incurred by it in connection with the preparation, negotiation and completion of this Agreement and all ancillary documents.
- **Third party rights.** Save as expressly provided in this Agreement, a person who is not a Party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.
- A failure, delay or neglect by either Party to exercise any right or remedy or enforce any of the provisions of this Agreement shall not be construed or deemed to be a waiver or continuing waiver of that Party's rights or remedies, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- **No Partnership.** Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of the other Party, nor authorise any Party to make or enter into any commitments for or on behalf of the other Party.
- - If any of the provisions of this Agreement shall be declared invalid or unenforceable in whole or in part by any competent court or other authority whose decisions shall have the force of law binding on the Parties, that provision or part-provision shall, to the extent required, be deemed to be deleted and the validity and enforceability of the other provisions shall not be affected.
 - If the invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were deleted, that Parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and to that greatest extent possible achieves the Parties original commercial intention.
- - Each Party agrees to sign this Agreement by electronic signature (whatever form the electronic signature takes) and that this method of signature is as conclusive of our intention to be bound by this Agreement as if signed by each Party's manuscript signature.
 - This Agreement may be executed in any number of counterparts, and by the Parties on separate counterparts, each of which when executed shall constitute the duplicate original of this Agreement but all the counterparts shall together constitute one and the same instrument.
 - No counterpart shall be effective until each Party has executed at least one counterpart.

- **Governing Law and Jurisdiction**

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