

COLLEAGUE SOFTWARE LIMITED

Standard Software as a Service Subscription Terms

These terms apply to the use of Software and provision of Support by **Colleague Software Limited** (registered in England and Wales under number 4320953) whose registered office is at The Control Tower, Witchcraft Way, Rackheath, NORWICH, Norfolk, NR13 6GA ("**Licensor**") to the licensee specified on the Order Form ("**Licensee**").

These terms are effective from the date set out beneath the signature on the Order Form on behalf of the Licensee ("**Effective Date**") subject to the terms and conditions below and the details listed in the Order Form.

1 Definitions and Interpretation

- 1.1 In these terms (except where the context otherwise requires) the following words and phrases shall have the following meanings:

"Authorised Users" means those employees, agents and independent contractors of the Licensee who are authorised by the Licensee to use the Services;

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

"Confidential Information" means the Software, the Documentation and any information which is designated in writing by the party disclosing it to be confidential; **"Data Protection Legislation"** means the Data Protection Act 2018, or, for the period it remains in force in the UK, the General Data Protection Regulation (EU) 2016/679 (as applicable) and any other applicable laws relating to the protection of personal data and the privacy of individuals (all as amended, updated or re-enacted from time to time);

"Documentation" means any instruction manuals and other information associated with the Software provided by the Licensor to the Licensee and which may be accessed by the Licensee from the Licensor's website;

"Initial Subscription Term" means the initial term as detailed in the Order Form;

"Licensee Data" means the data input by the Licensee, Authorised Users or the Licensor on behalf of the Licensee, for the purposes of using the Services or facilitating the Licensee's use of the Services;

"Normal Business Hours" means 9.00 am to 5.30 pm GMT time on each Business Day;

"Order Form" means the form signed on behalf of the Licensee by which it orders the Services from the Licensor;

"Personal Data" has the meaning set out in the Data Protection Legislation in relation to data Processed under these terms;

"Renewal Periods" means consecutive and successive 12 month periods following the Initial Subscription Term;

"Services" means the subscription services provided by the Licensor to the Licensee under these terms as set out in an Order Form;

"Software" means the online software products known as "Colleague 7" designed to manage some of the processes used by the recruitment industry and shall include any upgrade of the Software made available to the Licensee pursuant to a Support Policy;

"Subscription Fee" means the subscription fees payable by the Licensee to the Licensor for the User Subscriptions as set out in the Order Form;

"Subscription Term" means the period comprising the Initial Subscription Term together with any subsequent Renewal Periods;

"Support" means the support services provided by the Licensor to the Licensee in respect of the Software as determined in the Support Policy;

"Support Policy" means the Licensor's policy for providing Support as made available at the Licensor's website;

"User Subscriptions" means the user subscriptions purchased by the Licensee pursuant to clause 6.1 which entitle Authorised Users to access and use the Services in accordance with these terms; and

"Warranty Period" means the period of 90 days commencing on the Effective Date.

- 1.2 In the event of any conflict between the provisions of these terms and the provisions of the

Order Form, the provisions of these terms shall prevail.

2 Acceptance

- 2.1 The Licensee agrees and confirms that these terms and conditions are deemed to be accepted by the Licensee upon signature of the Order Form or, should the Licensee fail to sign the Order Form, upon first use of the Services by the Licensee.

- 2.2 The Licensee shall ensure that only those persons authorised to do so shall sign the Order Form.

3 User Subscriptions

- 3.1 In consideration of the payment of the Subscription Fee, the Licensor hereby grants to the Licensee a non-exclusive, non-transferable licence to permit the Authorised Users to use the Services during the Subscription Term solely for the Licensee's internal business operations and in accordance with these terms.

- 3.2 In relation to the Authorised Users, the Licensee acknowledges and agrees that:

- 3.2.1 the maximum number of Authorised Users that it authorises to access and use the Services is limited to the number of User Subscriptions it has purchased from time to time. The Licensor reserves the right to charge for any increase in the number of User Subscriptions in

- accordance with its prevailing rates from time to time;
- 3.2.2 it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services and/or Documentation;
- 3.2.3 each Authorised User shall keep a secure password for his or her use of the Services and Documentation and that each Authorised User shall keep such password confidential;
- 3.2.4 it shall maintain a written, up to date list of current Authorised Users and provide such list to the Licensor within 5 Business Days of the Licensor's written request at any time or times;
- 3.2.5 it shall permit the Licensor or the Licensor's designated auditor to audit the Services in order to establish the name and password of each Authorised User to audit compliance with these terms. Each such audit may be conducted no more than once per 12 month period, at the Licensor's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Licensee's normal business operations. The Licensee shall grant the Licensor such access to its premises and to the equipment and any other computer hardware on which the Software is being used as is required to enable the Licensor to verify that this Licence is being complied with;
- 3.2.6 if any of the audits referred to in clause 3.2.5 reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to the Licensor's other rights, the Licensee shall promptly disable such passwords and the Licensor and Licensee shall not issue any new passwords to any such individual; and
- 3.2.7 if any of the audits referred to in clause 3.2.5 reveal that the Licensee has underpaid Subscription Fees to the Licensor, then without prejudice to the

Licensor's other rights, the Licensee shall pay to the Licensor an amount equal to such underpayment within 10 Business Days of the date of the relevant audit.

3.3 Except to the extent permitted by statute, the Licensee shall not reproduce, modify, adapt, merge, translate, disassemble, decompile, recompile or reverse engineer the Software or create derivative works based on the whole of or any part of the Software or incorporate the Software into or create interfaces with any other software program not provided or approved by the Licensor.

3.4 The Licensee shall only use the Software and the Documentation for its internal business purposes, and shall not license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Software or the Documentation available for use by any third party in any manner whatsoever or attempt to obtain, or assist third parties in obtaining, access to the Services and/or the Documentation other than in accordance with these terms.

3.5 The Licensee shall not access, store, distribute or transmit:

3.5.1 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; or

3.5.2 any material during the course of its use of the Services that:

(i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

(ii) facilitates illegal activity;

(iii) depicts sexually explicit images;

- (iv) promotes unlawful violence;
- (v) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- (vi) is otherwise illegal or causes damage or injury to any person or property.

3.6 The Licensor reserves the right, without liability or prejudice to its other rights to the Licensee, to disable the Licensee's access and/or delete any material that breaches the provisions of clause 3.5.

3.7 The Licensee shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify the Licensor.

3.8 The rights provided under clause 3.1 are granted to the Licensee only, and shall not be considered granted to any subsidiary or holding company of the Licensee.

4 Services

4.1 The Licensor shall, during the Subscription Term, provide the Services and make available the Documentation to the Licensee on, and subject to, these terms.

4.2 The Licensor shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:

4.2.1 planned maintenance notified by the Licensor to the Licensee from time to time; and

4.2.2 unscheduled maintenance performed outside Normal Business Hours, provided that the Licensor has used reasonable endeavours to give the Licensee at least 5 Normal Business Hours' notice in advance.

4.3 The Licensor will, as part of the Services and at no additional cost to the Licensee under the Support Policy, provide the Licensee with the Licensor's standard customer support services during Normal Business Hours in accordance with the Support Policy in effect at the time that Support is provided. The Licensor may amend the Support Policy in its sole and absolute discretion from time to time.

5 Documentation

5.1 The Licensee shall not copy the whole or any part of the Documentation, and shall not remove any trade mark, copyright or proprietary notices from the Documentation.

6 Payment and payment terms

- 6.1 The Subscription Fee shall be due and payable by the Licensee to the Licenser upon the Licensee entering into these terms and on the commencement of any Renewal Period or as otherwise agreed in writing between the Licenser and the Licensee.
- 6.2 The Licenser will invoice the Licensee for the amount of the Subscription Fee and any other sums due under these terms when such sums fall due. If the Licensee does not pay the Subscription Fee or any other sums due under these terms within 14 days of the date of the relevant invoice, the Licenser reserves the right to:-
- 6.2.1 suspend the subscription granted under clause 3;
- 6.2.2 charge interest at a daily rate on all sums outstanding until payment in full is received whether before or after judgment at a rate of 3% above the base lending rate of Lloyds Bank plc from time to time. The Licenser reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998 and/or;
- 6.2.3 terminate the subscription in accordance with clause 10.2.

7 Intellectual property rights

- 7.1 The Licensee acknowledges that the Licenser owns, or is licensed to use, all copyright and other intellectual property rights of whatever nature in and relating to the Services, Software and the Documentation, including any customisations, configurations, enhancements or any other development of the Software that may be carried out by the Licenser pursuant to these terms or the Support Policy ("Developments").
- 7.2 The Licensee further acknowledges and agrees that all copyright and other intellectual property rights in and to any aspect of the Developments created or in any way contributed to by the Licensee shall be and remain the property of the Licenser and the Licensee hereby assigns to the Licenser with full title guarantee by way of present and future assignment all copyright and other intellectual property rights in and relating to any such Developments.
- 7.3 The Licensee hereby irrevocably and unconditionally waives all moral rights under the Copyright, Designs and Patents Act 1988 in connection with the Licensee's authorship of any Developments.
- 7.4 The Licensee shall, if and whenever required to do so by the Licenser, execute further documents and do all further things necessary for vesting full legal title in any Developments in the Licenser.
- 7.5 The Licenser warrants that the use and licence of the Services and the Documentation in accordance with

these terms will not infringe the copyright belonging to any third party.

- 7.6 Subject to clauses 7.7 and 7.8, in the event of any claim being brought against the Licensee that the normal use or possession of the Services or the Documentation in accordance with these terms infringes the copyright of a third party, the Licensor hereby indemnifies and will keep indemnified the Licensee against any damages that are awarded to be paid to any such third party in respect of a claim and any losses, costs (including all reasonable legal fees) and expenses incurred by or on behalf of the Licensee **PROVIDED THAT** the Licensee:

7.6.1 shall as soon as reasonably practicable notify the Licensor in writing of any such claim of which it becomes aware;

7.6.2 does not make any admission as to liability or compromise or agree any settlement of any claim without the prior written consent of the Licensor, which consent shall not be unreasonably withheld or delayed, or otherwise prejudice the Licensor's defence of any claim;

7.6.3 gives the Licensor, or such person as the Licensor shall direct, immediate and complete control of the conduct or settlement

of all negotiations and litigation arising from any claim; and

7.6.4 upon payment of its reasonable costs, gives the Licensor and such other third parties as the Licensor shall direct all reasonable assistance with the conduct or settlement of any such negotiations or litigation.

- 7.7 In the event of a claim that the use by the Licensee of the Services or the Documentation in accordance with the provisions of this Licence infringes the copyright of a third party, the Licensor shall have the right in its absolute discretion and at its own expense to:

7.7.1 procure the right for the Licensee to continue using the Services and/or the Documentation in accordance with these terms;

7.7.2 make such alterations, modifications or adjustments to the Services and/or the Documentation so that they become non infringing; or

7.7.3 replace the Services and the Documentation with non-infringing services and documentation.

7.8 In the event that the Licensor is unable to resolve the claim by taking one of the actions under clause 7.7, the Licensor shall have the right to terminate these terms upon repayment to the Licensee of the Subscription Fee depreciated on a straight line basis over the Initial Subscription Term or subsequent Renewal Periods.

7.9 The provisions of clauses 7.5 to 7.8 shall not apply and the Licensee shall indemnify the Licensor against all liabilities, costs and expenses which the Licensor may incur as a result of any claim attributable to the use or possession by the Licensee of the Services and the Documentation other than in accordance with the provisions of these terms.

8 Warranty

8.1 The Licensor warrants that the Software will during the Warranty Period under normal use conform in all material respects with the functionality outlined in the Documentation. If the Licensor is notified by the Licensee in writing of any material errors during the Warranty Period the Licensor shall at its own expense, and in accordance with the Support Policy, correct any such demonstrable errors in the Software or the Documentation within a reasonable time. If the Licensor is unable to correct such errors, the Licensor shall notify the Licensee and the Licensee may terminate these terms in writing and on such termination the Licensor shall refund the Subscription Fee. The provisions of this clause 8.1 set out the extent of

the Licensor's liability to the Licensee in respect of a breach of the warranty contained in this clause 8.1.

8.2 EXCEPT AS EXPRESSLY SET OUT IN CLAUSE 8.1, ALL CONDITIONS, WARRANTIES, TERMS AND UNDERTAKINGS, EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, TRADE PRACTICE, CUSTOM, COURSE OF DEALING OR OTHERWISE (INCLUDING WITHOUT LIMITATION AS TO QUALITY, PERFORMANCE OR FITNESS OR SUITABILITY FOR PURPOSE) IN RESPECT OF THE SERVICES, THE DOCUMENTATION ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.

9 Limitation of liability

9.1 Nothing in these terms shall exclude or restrict the liability of either party to the other for death or personal injury resulting from the negligent act of one party or for liability for any fraudulent misrepresentation by a party to these terms.

9.2 The Licensee acknowledges and agrees that:

9.2.1 the amount of any loss which the Licensee might incur as a result of any defect in the Services or failure on the part of the Licensor is better or only known to the Licensee and may be disproportionate to the payments due from the Licensee to the

Licensor under these terms;

9.2.2 it is likely to be more expensive for the Licensor to obtain insurance giving specific cover for this risk than for the Licensee to do so; and

9.2.3 the Licensor is keen to keep the price of the Services as competitive as possible,

and in view of the matters set out in this clause 9.2 the Licensee agrees that it is fair and reasonable for the Licensor to exclude and limit its liability as set out in these terms.

9.3 SUBJECT TO THE PROVISIONS OF CLAUSE 9.1, THE LIABILITY OF THE LICENSOR TO THE LICENSEE FOR DIRECT DAMAGE TO THE PHYSICAL PROPERTY OF THE LICENSEE RESULTING FROM THE NEGLIGENCE OF THE LICENSOR, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS SHALL BE LIMITED FOR ANY ONE INCIDENT OR SERIES OF INCIDENTS TO THE SUM OF £500,000.

9.4 SUBJECT TO THE PROVISIONS OF CLAUSES 9.1, 9.3 AND 9.5 THE LIABILITY OF THE LICENSOR TO THE LICENSEE FOR DIRECT LOSS IN CONTRACT, TORT OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE LICENSEE'S USE OF THE SERVICES OR THE DOCUMENTATION SHALL BE LIMITED TO 125% OF THE SUBSCRIPTION FEE PAYABLE IN

THE 12 MONTH PERIOD PRECEDING THE CLAIM.

9.5 SUBJECT TO THE PROVISIONS OF CLAUSE 9.1, IN NO CIRCUMSTANCES SHALL THE LICENSOR BE LIABLE TO THE LICENSEE WHETHER IN CONTRACT, TORT, NEGLIGENCE, BREACH OF STATUTORY DUTY OR OTHERWISE IN RESPECT OF LOSS OF PROFITS, REVENUE, GOODWILL, BUSINESS OPPORTUNITY, CORRUPTION OR LOSS OF OR COST OF RESTORATION OF DATA OR FOR USE OF ANY RESULTS OBTAINED BY USE OF THE SERVICES OR ANY OTHER INDIRECT, CONSEQUENTIAL, FINANCIAL OR ECONOMIC LOSS OR DAMAGE COSTS OR EXPENSES WHATSOEVER OR HOWSOEVER ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE LICENSEE'S USE OF THE SERVICES OR THE DOCUMENTATION.

10 Term and termination

10.1 These terms shall commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, these terms shall be automatically renewed for successive periods of 12 months (each a "Renewal Period"), unless:

10.1.1 either party notifies the other party of termination, in writing, at least 90 days before the end of the Initial Subscription Term or any Renewal Period, in which case these terms

- shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or
- 10.1.2 a party otherwise terminates these terms in accordance with clause 10.2.
- 10.2 Without affecting any other right or remedy available to it, these terms may be terminated immediately by either party if:
- 10.2.1 the other commits a material or persistent breach of these terms and which (in the case of a breach capable of being remedied) shall not have been remedied within 30 days of a written request to remedy the same; or
- 10.2.2 an interim order is made, or a voluntary arrangement approved, or if a petition for bankruptcy order is presented or a bankruptcy order is made against the other party or if a receiver or trustee is appointed of the other party's estate or a voluntary arrangement is approved or an administration order is made, or a receiver or administrative receiver is appointed over any of the other party's assets or undertaking or a resolution or petition to wind up the other party is passed or presented (otherwise than for the purposes of reconstruction or amalgamation), or if any circumstances arise which entitle the Court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding up petition or make a winding up order.
- 10.3 Any termination shall be without prejudice to any other rights or remedies either party may be entitled to under these terms or at law.
- 10.4 On termination:
- 10.4.1 all licenses granted under these terms shall immediately terminate and the Licensee shall immediately cease all use of the Services and the Documentation;
- 10.4.2 within seven days of termination (by either party for whatever reason) the Licensee shall, at the Licensor's option, either return to the Licensor or destroy all copies of the Documentation in its possession; and
- 10.4.3 the Licensor may destroy or otherwise dispose of any of the Licensee Data in its

possession, unless the Licenser has a lawful basis to retain such Licensee Data.

11 **Confidentiality**

11.1 Neither party shall at any time:

11.1.1 divulge or communicate to any person, company, business entity or other organisation;

11.1.2 use for its own purposes or for any purposes other than those of the other party; or

11.1.3 through any failure to exercise due care and diligence, cause any unauthorised disclosure of

any trade secrets or Confidential Information relating to the other party **PROVIDED THAT** these restrictions shall cease to apply to any such information which shall become available to the public generally otherwise than through a breach of a duty of confidentiality owed to the other party and **FURTHER PROVIDED THAT** neither party shall be restricted from disclosing the Confidential Information or any part of it pursuant to a judicial or other lawful government order, but only to the extent required by such order and subject to the party obliged to comply with such order giving the other party as much notice of the terms of the order as may be reasonably practicable.

12 **Licensee Data and Data Protection**

12.1 In this clause 12:

12.1.1 "Data Subject", "Controller", "International Organisation", "Processor" and "Processing" each have the same meaning as in the Data Protection Legislation;

12.1.2 "Regulator" means any independent public authority responsible for monitoring the application of the Data Protection Legislation in the UK or any other member state of the European Union; and

12.1.3 "Third Country" means any country other than the UK, a European Union Member State or a member of the European Economic Area at the time of transfer of Personal Data.

12.2 The Licenser shall not be responsible for any loss, destruction, alteration or disclosure of Licensee Data caused by any third party.

12.3 For the purposes of the Data Protection Legislation, the Licenser is a Processor acting on behalf of the Licensee and, for the purposes of these terms:

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| <p>12.3.1</p> <p>12.3.2</p> <p>12.4</p> <p>12.4.1</p> <p>12.4.2</p> | <p>the types of Personal Data are: names, contact details, academic qualifications and employment history of Licensee's staff, candidates or customers and the categories of Data Subjects are: staff, candidates or customers; and</p> <p>the nature/purpose of the Processing is to enable the Licensor to provide the Services (which form the subject matter of the Processing) and the duration of the Processing shall be the Subscription Term.</p> <p>The Licensor shall comply with its obligations under the Data Protection Legislation and shall, in particular:</p> <p>process the Personal Data only to the extent necessary for the purpose of providing the Services and in accordance with the Licensee's written instructions (including with respect to transfers of Personal Data to a Third Country or to an International Organisation);</p> <p>implement appropriate technical and organisational measures in accordance with the Data</p> | <p>Protection Legislation to ensure a level of security appropriate to the risks that are presented by such Processing, in particular, from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data, taking into account the nature, scope, context and purposes of Processing and the likelihood and severity of risk in relation to the rights and freedoms of the Data Subjects;</p> <p>12.4.3 ensure that any employees or other persons authorised to Process the Personal Data are subject to appropriate obligations of confidentiality;</p> <p>12.4.4 on request by Licensee and taking into account the nature of the Processing and the information available to the Licensor, assist the Licensee in ensuring compliance with its obligations under Articles 32 to 36 of the General Data Protection Regulation (EU) 2016/679 (where applicable) in respect of the Personal Data. The Licensee shall pay the Licensor's reasonable costs if the Licensor requires for its</p> |
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	assistance in the preparation of any impact assessments under Article 35 of the General Data Protection Regulation (EU) 2016/679;		request, unless authorised to do so by the Licensee) and assist the Licensee by technical and organisational measures, insofar as possible, for the fulfilment of the Licensee's obligations in respect of such requests and complaints;
12.4.5	not transfer the Personal Data to a Third Country or to an International Organisation without the prior written consent of the Licensee;		
12.4.6	unless explicitly stated otherwise in these terms, not engage any third party to carry out its Processing obligations without obtaining the prior written consent of the Licensee and, where such consent is given, procuring by way of a written contract that such third party will, at all times during the engagement, be subject to data processing obligations equivalent to those set out in this clause 12. The Licenser may engage third parties to carry out its Processing obligations in regard to hosting;	12.4.8	notify the Licensee without undue delay on becoming aware of a Personal Data breach;
		12.4.9	on request by the Licensee, make available all information necessary to demonstrate the Licenser's compliance with this clause 12 and on reasonable advance notice in writing otherwise permit, and contribute to, audits carried out by the Licensee (or its authorised representative) with respect to the Personal Data in such a manner as not to substantially interfere with the Licensee's normal business operations;
12.4.7	notify the Licensee, as soon as reasonably practicable, about any request or complaint received from a Data Subject (without responding to that	12.4.10	on termination or expiry, destroy, delete or return (as the Licensee directs) all Personal Data and delete all existing copies of such data

unless required by law to keep or store such Personal Data.

- 12.5 The Licensee acknowledges that clause 12.4.1 shall not apply to the extent that the Licensor is required by law to Process the Personal Data other than in accordance with the Licensee's instructions and the Licensor acknowledges that, in such a case, it must promptly inform the Licensee of the relevant legal requirement prior to Processing (unless the law prohibits the provision of such information on important grounds of public interest).
- 12.6 Either party may, at any time on not less than 30 days' notice, revise this clause 12 by replacing it with any Controller to Processor standard clauses adopted in accordance with Article 28 of the General Data Protection Regulation.

13 General

- 13.1 The failure or delay of the Licensor to exercise or enforce any right under these terms shall not operate as a waiver of that right or preclude the exercise or enforcement of it at any time or times thereafter.
- 13.2 Neither party shall be liable for any delay in or for failure to perform its obligations under these terms, other than an obligation to make any payment due to the other party, if that delay or failure is caused by circumstances beyond the control of that party including, without limitation, fires, strikes, insurrection, riots, embargoes, or

regulations of any civil or military authority.

- 13.3 These terms together with the Order Form constitutes the entire understanding between the parties with respect to the subject matter of these terms and supersedes and replaces all prior licences, agreements, negotiations and discussions between the parties relating to it and in particular relating to the Services. The Licensee confirms and acknowledges that it has not been induced to enter into these terms by any representation, warranty, or undertaking not expressly incorporated into it. However, nothing in these terms purports to exclude liability for any fraudulent statement or act.
- 13.4 No variation of these terms shall be valid unless it is in writing and signed by an authorised representative of each of the parties.
- 13.5 The Licensee shall not be entitled to assign these terms nor any of its rights or obligations hereunder nor sub-licence the use of the Services or the Documentation.
- 13.6 The Licensor shall be entitled to assign and subcontract these terms or any of its rights or obligations hereunder in whole or in part at any time without notice to the Licensee.
- 13.7 The Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms, and nothing in these terms shall confer or purport to confer on any third party any benefit or any right to enforce any

term of these terms or operate to give any third party the right to enforce any of these terms.

- 13.8 If any provision of these terms shall be held to be unlawful, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be severed from these terms and rendered ineffective as far as possible without modifying or affecting the legality, validity or enforceability of the remaining provisions of these terms which will remain in full force and effect.
- 13.9 Any notice to be given under these terms shall be in writing and shall be delivered by hand or sent by recorded delivery first class post to the address of the Licensor set out in this Licence and to the address of the Licensee set out in the Order Form or sent by e-mail to the email address of the other party (or such other address or email address as may have been notified). Any such notice or other document shall be deemed to have been served: if delivered by hand - at the time of delivery; if sent by post - upon the registration of delivery; and if sent by e-mail - at 9.00 am on the next business day after the email was received.
- 13.10 These terms shall be governed by and construed in accordance with English law and each party hereby irrevocably submits to the non exclusive jurisdiction of the English Courts.