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1. Introduction

1.1 The terms of these FlyingBinary terms and conditions of sale shall govern, and be incorporated into, all Order Forms signed by the Client.

1.2 In these Terms, unless the context otherwise requires, the following words and expressions shall have the following meanings:

“Affiliate” means in relation to each party, those persons Controlled by, Controlling or under common Control with such party;

“Charges” means the charges payable by the Client to FlyingBinary for the Services;

“Control” means the possession by any person(s) or nominee(s) directly or indirectly of the power to direct or cause the direction of the management of another person and the terms “Controlled” and “Controlling” shall be construed accordingly;

“Client” means the party contracting to receive services from FlyingBinary together with their authorised persons and nominees;

“Data” means the content of any Document or Database, whether an individual item or in aggregate, structured or unstructured, summarised or not, indexed or not, compressed, encrypted or plaintext, whether contained within the Document or Database or extracted from it to another form;

“Data Layer” means an individual dataset within a Teccarto Data Package that represents a single geospatial entity type such as Local Authority boundary or Postcode point;

“Database” means the structured or aggregate collection of Data;

“Document” means any textual, numeric, graphical, audio or video file containing confidential or proprietary information or designs, images, analytic or processing capability, Workflow or directed processing, whether rendered in any hard copy format or electronically via any means of storage, transmission or display;

“FlyingBinary” means FlyingBinary Ltd registered in England number 07256099 whose registered offices are at the Registered Address;

“Force Majeure Event” means an event beyond the reasonable control of the affected party which does not relate to

its fault or negligence such as acts of God, epidemics, pandemics, government intervention, war, hostilities, terrorist activities, hacking or denial of service activities, unavailability of any Platform, local or national emergencies, floods, fires, chemical leaks and explosions;

"Intellectual Property" means any copyright, trademark, service mark, trade name, domain name, logo, graphic design, invention, confidential information, trade secret, or any software, system or service design, or any Document, Data, Database, Visualisation or Workflow design;

"License" means any temporary or permanent license or permit or subscription period allowing the use of any Services;

"Major Release" or "Major Version" means a new version of a Document, Database or Software Product where the first component of the Release Number changes, such as a change from 1.2.3 to 2.0.0;

"Minor Release" or "Minor Version" means a new version of a Document, Database or Software Product where the second component of the Release Number changes, such as a change from 1.2.3 to 1.3.0;

"Package" means a Teccarto Data Package;

"Payment Method" means exclusively electronic bank transfer, credit card or PayPal;

"Platform" means any aggregation of infrastructure, network, software, desktop, laptop and mobile devices, configurations and data provided by a third party which forms the foundation for any Service provided by FlyingBinary;

"Point Release" or "Point Version" means a new version of a Document, Database or Software Product where the third component of the Release Number changes, such as a change from 1.2.3 to 1.2.4;

"Proposal" means a written description of Service delivery, applicable Quantity, Charges and Term that is capable of acceptance by the Client, which can form the basis of a Service Contract;

"Purchase Order" means a Client purchase order or other written confirmation and acceptance of a Proposal or Work Statement;

"Professional Services" means any Service that will be delivered by persons and that is chargeable per unit of time worked;

"Quantity" means the number of units of a Service required by the Client;

"Registered Address" means 98 Brackley Square, Woodford Green, Essex, IG8 7LS, England for all physical communications and contract.notices@flyingbinary.com for all electronic communications;

"Release Number" or "Version Number" means a numbering system applied to Documents, Databases and Software Products to track delivered versions with at least Major Release, Minor Release and Point Release components;

"Resource" means a suitably qualified person, or an applicable License;

"Resource Confirmation" means written confirmation that Resources have been formally allocated perform the Services specified in the Service Contract;

"Service" or "Services" means each of the services to be supplied to the Client by FlyingBinary under these Terms, as ordered by the Client pursuant to the relevant Statement of Work, and described in the relevant Service Definition;

"Service Contract" means the agreement to deliver one or more Services described within a single Proposal or Work Statement;

"Service Contract Documentation" means the documentation set out in clause 3.4;

"Service Definition" means the definition of the particular Service provided by FlyingBinary;

"Software Product" means any software program, system or service supplied, delivered, licensed or provided to a Client;

"Teccarto Data Package" means a Database containing geospatial Data together with associated indexes, codes and names for use with Tableau Desktop, Tableau Server, Tableau Reader, Tableau Public or Tableau Online;

"Term" means the period of time during which the Services will be provided;

"Terms" means these FlyingBinary standard terms and conditions of sale;

"Visualisation" means any type of Document that permits or causes Data to be rendered visually in any form including text and number tables, charts, graphs, maps, views, dashboards, reports, extracts;

"Work Statement" means a detailed written description of Service delivery, applicable Quantity, Charges and Term in support of a Proposal with specific requirements such as place, time, duration or required amendment of any Terms;

"Workflow" means any directed sequence of activity or directed processing to serve one or more outcomes or objectives, whether or not this requires human input or is fully automated.

1.3 In these Terms, unless the context otherwise requires:

1.3.1 the table of contents and headings are for convenience only and shall not affect its construction or interpretation;

1.3.2 where appropriate, words denoting the singular shall include the plural and vice-versa and words importing any one gender shall include the other gender;

1.3.3 reference to any document, including any statute or statutory provision, is a reference to the document at the relevant time, as amended, extended or re-enacted;

1.3.4 reference to the word "including" shall mean "including without limitation".

1.4 In the event of any conflict or inconsistency between any term of any Service Contract Documentation and any provision of these Terms, the terms of the Service Contract Documentation shall prevail in respect of those items

which can be varied by a Service Contract Documentation.

2. Services

2.1 FlyingBinary will supply the Client with the Services in accordance with these Terms and any applicable Service Contract Documentation.

2.2 FlyingBinary reserves the right to make any changes to these Terms or to any Service Contract Documentation (including changes to the Services) as it deems necessary from time to time in order to reflect:

2.2.1 technical and/or operational matters, provided that such change does not materially affect the applicable Service to the Client; and/or

2.2.2 changes to any Platform which is outside FlyingBinary's control;

2.2.3 changes to applicable law, regulation or codes of conduct.

3. Service Contract

3.1 Neither FlyingBinary nor the Client shall be obligated to enter into any Service Contract.

3.2 A Service Contract shall not be properly executed until all the following are completed:

3.2.1 a Proposal or Work Statement is provided by FlyingBinary;

3.2.2 said Proposal or Work Statement is accepted by the Client;

3.2.3 a Purchase Order is provided by the Client;

3.2.4 a Resource Confirmation is provided by FlyingBinary.

3.3 Any or all the documents described in clause 3.2 may be delivered or made available via automated means, including links to web pages, automated ordering systems and email notifications.

3.4 The Proposal or Work Statement, Purchase Order, Resource Confirmation, Service Definition and these Terms collectively described as "Service Contract Documentation" shall form the properly executed Service Contract.

3.5 In its simplest form, a Proposal is a single Service Definition together with the applicable Quantity, Charges and Term.

3.6 Once a Service Contract is properly executed, FlyingBinary shall supply the Client with the Services described in the Proposal or Work Statement and with reasonable care and skill.

4. Intellectual Property Rights

4.1 FlyingBinary represents, warrants and undertakes that the provision of the Services will not infringe any trademark, copyright, patent or other Intellectual Property Rights of any third party.

4.2 Any intellectual property right including any copyright, trade secret or patent that pre-exists any Service Contract remains the exclusive property of the owning party, and the other party does not have and will not acquire by these Terms or any Service Contract, any interest or ownership of such pre-existing intellectual property.

4.3 The Client shall have a non-exclusive, non-transferable right to use the Services during the Term specified in each Service Contract.

4.4 Any innovation or enhancement to FlyingBinary's Intellectual Property requested by the Client as part of any Service Contract shall remain the exclusive property of FlyingBinary regardless of which party pays for such innovation or enhancement.

4.5 Any Data, Document, Database or Visualisation created or modified by FlyingBinary as part of any Service Contract that incorporates or operates upon the Client's intellectual property and incorporates FlyingBinary's intellectual property (including by way of specialist techniques or processes):

4.5.1 shall remain the exclusive property of the Client; and

4.5.2 the Client shall be free to use the Data, Document, Database or Visualisation during the Term; save that

4.5.3 the Client shall not re-use, re-incorporate, copy or otherwise distribute FlyingBinary's intellectual property for any purpose beyond the original Data, Document, Database or Visualisation without prior written consent.

5. Client Obligations

5.1 The Client shall as a condition of these Terms and each Service Contract:

- 5.1.1 not use the Services for any unlawful purpose or for any purpose which is offensive, indecent, obscene, menacing, defamatory, or which infringe any Intellectual Property right, nor allow others to do so;
- 5.1.2 use reasonable endeavours to protect the integrity and security of the Services provided, and not willingly or knowingly allow such integrity and security to become compromised;
- 5.1.3 not knowingly allow any party the means or method to hack, attack, deny service of, or in any other way compromise the performance of the Services;
- 5.1.4 not knowingly make any use of the Services that compromises the performance of the Services;
- 5.1.5 comply with all applicable legal and regulatory requirements;
- 5.1.6 comply with any reasonable instructions given by FlyingBinary from time to time relating to the use of the Services;
- 5.1.7 not attempt to access or use any Service in excess of the Quantity agreed, or outside the agreed Term.

5.2 Where any Data, Document, Database or Visualisation is delivered to the Client as part of any Service Contract the Client shall:

- 5.2.1 not attempt to decompile, decrypt, disassemble, extract or use any other form of reverse engineering with the intent to discover proprietary, confidential or secret information owned by FlyingBinary or its suppliers, or to compromise any Intellectual Property rights held by the same;
- 5.2.2 not alter any Data, Document, Database or Visualisation in such a way as to remove, obscure or revise any proprietary, restrictive, trademark or copyright notice included with, affixed to, or displayed in FlyingBinary's Intellectual Property;
- 5.2.3 make reasonable copies of the Data, Document, Database or Visualisation as required to conduct the Client's normal business;
- 5.2.4 not pass copies of the Data, Document, Database or Visualisation to any unauthorised party, nor knowingly allow any unauthorised copy to be made.

5.3 Where any Teccarto Data Package is delivered to the Client as part of any Service Contract the Client shall observe all the provisions of clause 5.2 and in addition:

- 5.3.1 only use the Teccarto Data Package with properly licensed copies of Tableau Desktop, Tableau Server, Tableau Reader, Tableau Public or Tableau Online;
- 5.3.2 only use the Teccarto Data Package for the license Term stated and supplied with the Package;
- 5.3.3 only use the Teccarto Data Package for the Quantity of users stated and supplied with the Package;
- 5.3.4 promptly notify FlyingBinary if the required Quantity of users increases above the stated limit during the Term so that upgrade charges may be promptly applied;
- 5.3.5 accept retrospective excess usage charges for any Quantity of users above the stated limit not notified to FlyingBinary in accordance with clause 5.3.5, such charges to be in accordance with current Teccarto Data Package pricing and not punitive pricing.

5.4 Any Client using a Teccarto Data Package understands and agrees that:

- 5.4.1 geospatial Data completeness and accuracy are dependent upon the component Data sources used for individual Data Layers;
- 5.4.2 continued support for Teccarto Data Packages is dependent upon and subject to Tableau Software Inc continuing with the particular designs and technologies within its Software Products that permit the functions provided by Teccarto Data Packages, and FlyingBinary has no control whatsoever in relation to any decision that Tableau Software Inc may make to change such designs or technologies that limits, alters or removes any or all of the functions provided by Teccarto Data Packages;
- 5.4.3 any individual Data layer that contains more than 100,000 items or more than 100,000 boundary data points per item may require increased computer time and memory when drawing maps;
- 5.4.4 no specific performance standard or benchmark for map drawing has been stated, claimed or warranted by FlyingBinary nor required by the Client;
- 5.4.5 it is the Client's obligation and responsibility to upgrade or replace any computer to achieve a specific desired performance standard when using the Teccarto Data Package;
- 5.4.6 the highest performance standard achievable is a combination of the particular designs and technologies within the Tableau Software Products, the size and complexity of the Teccarto Data Package and the performance characteristics of the computer where the Package is installed;
- 5.4.7 the maximum size and complexity of a Teccarto Data Package is limited by the particular designs and technologies within the Tableau Software Products;
- 5.4.8 a new version of the Teccarto Data Package will be required whenever the Client upgrades their Tableau Software Product to a new Major Release or a new Minor Release.

5.5 Where any attendance at Client site is required as part of any Service Contract the Client shall:

- 5.5.1 obtain access to necessary sites and locations for FlyingBinary authorised persons at mutually agreeable

times;

5.5.2 provide suitable working conditions and equipment that meet FlyingBinary's reasonable requirements concerning health and safety of its authorised persons;

5.5.3 meet all applicable legal health and safety requirements.

6. Client Equipment and Infrastructure

6.1 All Client equipment and infrastructure, including network, software, desktop, laptop and mobile devices, configurations and data shall remain the Client's responsibility at all times.

6.2 FlyingBinary may advise concerning installation or configuration of infrastructure, but the final responsibility to approve any such changes remains with the Client's authorised persons at all times.

6.3 Any recommended changes shall be subject to the Client's change control procedures and processes and the Client shall be responsible for sign off and formal approval of any changes that are actually made.

6.4 Any changes that are approved in accordance with clause 6.3 shall be executed by Client's authorised persons, or in such case where there is express Client wish for FlyingBinary authorised persons to make changes, then Client's authorised persons shall oversee such changes to satisfy themselves that Client's equipment and infrastructure remains protected.

7. Client Data

7.1 All Client Data shall remain the Client's responsibility at all times.

7.2 FlyingBinary may create or modify Documents or Visualisations that operate on Data in order to analyse, compare, summarise, aggregate, visualise, report, extract or display results that are of value to the Client.

7.3 The Client's authorised persons shall satisfy themselves that any Documents or Visualisations created or modified in accordance with clause 7.2 fully meet the Client's requirements for quality, accuracy and utility in line with the Client's business needs.

8. Charges and Payment

8.1 In consideration of FlyingBinary providing the Client with the Services in accordance with the Service Contract, the Client shall pay the relevant Charges to FlyingBinary in accordance with this clause 8.

8.2 Except where stated otherwise, all Charges are quoted exclusive of any value added or other applicable taxes which will be payable in addition to the Charges quotes at the rate and in the manner for the time being prescribed by law on delivery of a properly constructed invoice.

8.3 FlyingBinary shall invoice the Client for the Charges that are properly due in accordance with the delivery of Services:

8.3.1 immediately in respect of all Licenses and Teccarto Data Packages;

8.3.2 monthly in arrears in respect of all Professional Services;

8.3.3 save that any delay by FlyingBinary to issue such invoice shall not lessen, diminish or remove the Client's obligations to pay for Services properly delivered.

8.4 The Client shall pay invoices properly submitted by FlyingBinary by any Payment Method applicable and advised on the invoice such that funds are cleared:

8.4.1 prior to delivery in respect of all Licenses and Teccarto Data Packages;

8.4.2 within 30 days of the invoice date in respect of all Professional Services.

8.5 If there is any dispute over any portion of an invoice:

8.5.1 the Client shall make this known to FlyingBinary as soon as possible and in any event within 20 days of the invoice date;

8.5.2 those portions of the invoice that are not in dispute shall be paid in accordance with clause 8.4;

8.5.3 FlyingBinary and the Client shall work together in good faith to resolve the dispute.

8.6 In the event where a properly constructed invoice has been delivered to the Client and where cleared funds are not received in accordance with clause 8.4 and no dispute has been notified in accordance with clause 8.5.1, then FlyingBinary shall be entitled to delay or withhold further delivery of Services without being in breach of these

Terms or any terms of any Service Contract until such time as cleared funds are received.

9. Term and Termination

9.1 A Term may be temporary for a specified period of time, or permanent in perpetuity.

9.2 Any Service supplied for a temporary Term must be renewed on or before the last date of the Term, otherwise the Service will cease.

9.3 Any artefact (including any Data, Document, Database or Visualisation) which is provided with a permanent Term may have certain restrictions or limitations of use (including limited support or maintenance) which will be noted within the Proposal.

9.4 Each Service Contract shall start from the date the Service Contract is fully executed in accordance with clause 3.2 and continue for the Term.

9.5 There is no obligation on FlyingBinary or the Client to renew the Service Contract once the Term has ended.

9.6 In addition to FlyingBinary's other rights, FlyingBinary may end any Service Contract and/or suspend the provision of any Service:

9.6.1 immediately following the expiry of 14 days' written notice from FlyingBinary to the Client for non-payment of any Charges and cleared funds have not been received following such notice; or

9.6.2 immediately if the Client materially breaches these Terms or the terms of any Service Contract; or

9.6.3 immediately if bankruptcy or insolvency proceedings are brought against the Client (or its parent company), a receiver or administrator is appointed over any of the Client's (or its parent company's) assets or the Client (or its parent company) goes into liquidation or enters into a voluntary arrangement with its creditors other than for the purposes of reorganisation; or

9.6.4 as soon as required if FlyingBinary is obliged to by a decision or direction of any governmental body, law enforcement agency, regulatory authority or third party Platform owner.

9.7 The Client may cancel or suspend any Service Contract:

9.7.1 immediately if FlyingBinary materially breaches these Terms or the terms of any Service Contract; or

9.7.2 immediately if bankruptcy or insolvency proceedings are brought against FlyingBinary, a receiver or administrator is appointed over any of FlyingBinary's assets or FlyingBinary goes into liquidation or enters into a voluntary arrangement with its creditors other than for the purposes of reorganisation; or

9.7.3 as soon as required if the Client is obliged to by a decision or direction of any governmental body, law enforcement agency, regulatory authority or third party Platform owner.

9.8 If the Client cancels a Service for any reason other than that given in clause 9.7 prior to the end of the Term, then all Charges that would have been payable until the end of the Term shall immediately become due and payable.

9.9 immediately upon termination of a Service Contract all Charges incurred by the Client for the use of the Services up to the date of termination shall be due and payable in full and on demand and the Client shall have no right to withhold, deduct or set off any part of the sums due.

9.10 Upon termination of a Service Contract the Client shall immediately stop using the Services prescribed in such Service Contract and the Client's right to use such Services shall immediately terminate.

9.11 Where FlyingBinary suspends Services for Client Breach and subsequently reinstates Services the Client may be liable for a reasonable reinstatement fee which shall be notified to the Client in advance.

9.12 If any Client Data, Document, Database or Visualisation is stored or incorporated within any Service, such Data, Document, Database or Visualisation shall be subject to the retention terms expressed in each Service Definition.

9.13 Nothing in this clause 9 shall affect any provisions of these Terms or any Service Contract that are expressed to survive termination or to come into force upon termination or expiry.

10. Confidentiality

10.1 In this clause 10 "Confidential Information" means all confidential information disclosed (whether in writing, orally or by another means and whether directly or indirectly) by a party (the "Disclosing Party") to the other party (the "Receiving Party") whether before or after the commencement date of each Service Contract including

information relating to the Disclosing Party's products, solutions, services, operations, processes, plans or intentions, product information, product or service roadmap or release schedule, know-how, design rights, trade secrets, market opportunities and business affairs.

10.2 The existence of each Service Contract shall not be regarded as Confidential Information, and the Client consents to FlyingBinary stating in publicity that Client is a customer of FlyingBinary.

10.3 Except as provided in clause 10.2 the terms contained in each Service Contract shall be regarded as Confidential Information.

10.4 During the Term of each Service Contract and after termination or expiry of each Service Contract for any reason the Receiving Party shall:

10.4.1 not use Confidential Information for a purpose other than the performance of its obligations under each Service Contract;

10.4.2 not disclose Confidential Information to any person except with the prior written consent of the Disclosing Party or in accordance with clauses 10.5 to 10.7;

10.4.3 make every effort to prevent the use or disclosure of Confidential Information.

10.5 During the Term of each Service Contract the Receiving Party may disclose Confidential Information to any of its directors, other officers, employees, Affiliates and subcontractors (a "Recipient") to the extent that disclosure is reasonably necessary for the purposes of each Service Contract.

10.6 During the Term of each Service Contract the Receiving Party may disclose Confidential Information to its professional advisors to the extent that disclosure is reasonably necessary for the proper governance of the Receiving Party's business affairs.

10.7 Before disclosure of Confidential Information to a Recipient, the Receiving Party shall ensure that such Recipient is made aware of and complies with the Receiving Party's obligations of confidentiality under these Terms as if the Recipient was a party to the relevant Service Contract.

10.8 Clauses 10.3 to 10.7 do not apply to Confidential Information which:

10.8.1 is at the commencement date of the Service Contract or becomes at any time after that date publicly available; or

10.8.2 can be shown by the Receiving Party to the Disclosing Party's reasonable satisfaction to have been known by the Receiving Party before disclosure by the Disclosing Party to the Receiving party; or

10.8.3 is or becomes available to the Receiving Party otherwise than pursuant to the relevant Service Contract and free of any restrictions as to its use or disclosure; or

10.8.4 is required to be disclosed by law or regulation.

11. Liability

11.1 Except for the express representations and warranties contained in these Terms and any Service Contract, FlyingBinary makes no representations or warranties, express or implied, in fact or at law, with respect to the Services provided or to be provided, including any representations or warranties concerning the completeness or accuracy of any information recorded, processed or transmitted by FlyingBinary.

11.2 Save for any loss or damage caused by the negligent, wilful or fraudulent conduct or omission of a party or its employees, agents or sub-contractors, neither party shall be liable to the other party for any consequential, incidental, indirect, special, punitive or exemplary damages (including lost profits) suffered or incurred by such other party in connection with these Terms or performance or non-performance under any Service Contract, even if such party has been advised, knew or should have known of the possibility of such damages.

11.3 Subject to clause 11.4, each party's liability to the other in connection with these Terms or any Service Contract or performance or non-performance under any Service Contract will not exceed the amount actually paid by the Client for the Service during:

11.3.1 the 12 month period immediately preceding the date on which the other party's cause of action first accrued; or

11.3.2 the period from the commencement date to the date on which the other party's cause of action first accrued if such period is less than 12 months.

11.4 The limitation in clause 11.3 does not apply in relation to a party's liability:

11.4.1 in relation to personal injury, disablement or death or damage to tangible property; or

11.4.2 under clause 4 for infringement of any trademark, copyright, patent or other intellectual property right; or

11.4.3 for loss or damage caused to the other party as a result of the infringing party's wilful or fraudulent conduct

or omission; or

11.4.4 for a breach of that party's obligations in relation to privacy or confidentiality.

12. Assignment and Transfer

12.1 Services provided within these Terms are non-exclusive and non-transferable.

12.2 FlyingBinary may subcontract to any third party any or all of its performance obligations (including maintenance and support) under a Service Contract without the prior consent of the Client, provided that FlyingBinary will remain obligated for such performance in accordance with the terms of the Service Contract.

12.3 In the case of merger, de-merger, acquisition, divestment or management buy-out, Service Contracts may be novated:

12.3.1 by written agreement of FlyingBinary (not to be unreasonably withheld) and the new Client; and

12.3.2 subject to review of the relevant Quantity and Term of each Service Contract; and

12.3.3 subject to review of Charges if the Quantity or Term requires modification, such that any revised Charges are fair and reasonable; and

12.3.4 subject to a reasonable administration Charge.

13. No Partnership, Agency or Joint Venture

13.1 These Terms shall not operate so as to create a partnership, joint venture or agency of any kind between the parties. Neither party shall have any authority to make any commitments on the other's behalf.

14. Non-Solicitation

14.1 The Client agrees that it will not (and will procure that its Affiliates will not), without the prior written consent of FlyingBinary, whether directly or indirectly, and whether alone or in conjunction with, or on behalf of, any other person during the Term of any Service Contract, and for 6 months thereafter, solicit or entice, or endeavour to solicit or entice away from FlyingBinary any FlyingBinary persons who have been employed or engaged in provision of the Services.

14.2 For the purposes of clause 14.1, "solicit" or "entice" means the soliciting or enticing of such person with a view to engaging such person as an employee, director, subcontractor, consultant or independent contractor. Nothing in this clause 14 shall prevent or restrict the Client or its Affiliates from employing or engaging any person as a result of a published general advertisement not specifically directed at that person.

15. No Waiver

15.1 A waiver of any right, power, privilege or remedy provided by these Terms must be in writing and may be given subject to any conditions thought fit by the grantor.

15.2 Any omission to exercise, or delay in exercising, any right, power, privilege or remedy provided by these Terms shall not constitute a waiver of that or any other right, power, privilege or remedy.

15.3 A waiver of any right, power, privilege or remedy provided by these Terms shall not constitute a waiver of any other breach or default by the other party and shall not constitute a continuing waiver of the right, power, privilege or remedy waived or a waiver of any other right, power, privilege or remedy.

15.4 Any single or partial exercise of any right, power, privilege or remedy arising under these Terms shall not preclude or impair any other or further exercise of that or any other right, power, privilege or remedy.

16. Remedies not Exclusive

16.1 The rights, powers, privileges and remedies provided in these Terms are cumulative and are not exclusive of any other rights, powers, privileges or remedies provided by law.

17. Severability

17.1 If any provision of these Terms is held to be invalid or unenforceable by any judicial or other competent

authority, all other provisions of these Terms will remain in full force and effect and will not in any way be impaired.

17.2 If any provision of these Terms is held to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question will apply with the minimum modifications necessary to make it valid and enforceable.

18. Entire Agreement

18.1 These Terms and any Service Contract Documentation constitute the entire agreement between the parties relating to the Service Contract and supersede and extinguish any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, between the parties in relation to the Service Contract notwithstanding the terms of any prior Service Contract expressed to survive termination.

19. Notices

19.1 Any communication to be given in connection with these Terms shall be in writing in English and shall either be delivered by hand or sent by pre-paid and delivery-recorded post or sent by email to the appropriate Registered Address.

19.2 A communication sent according to clause 19.1 shall be deemed to have been served:

19.2.1 if delivered by hand, at the date and time of delivery; or

19.2.2 if sent by pre-paid and delivery-recorded post at the date and time notified in the carrier's proof of delivery; or

19.2.3 if sent by email at the date and time notified in the receiving party's acknowledgement of receipt.

19.3 In proving receipt of the communication it shall be sufficient to show that delivery was made in accordance with clause 19.2 whether or not it was opened or read by the recipient.

20. Force Majeure

20.1 If a Force Majeure Event occurs that affects the delivery of any Service or obligation, the affected party must:

20.1.1 take reasonable steps to prevent or avoid the Force Majeure Event;

20.1.2 take reasonable steps to overcome and mitigate the effects of the Force Majeure Event as soon as reasonably practicable;

20.1.3 as soon as reasonably practicable after becoming aware of the Force Majeure Event notify the other party in writing giving details of:

20.1.3.1 the Force Majeure Event and which Services have been affected; and

20.1.3.1 how long the Force Majeure Event is likely to continue;

20.1.4 as soon as reasonably practicable after the Force Majeure Event has ceased notify the other party in writing.

20.2 Provided that the affected party has complied with the provisions in clause 20.1, the party shall not be in breach of their respective obligations under these Terms or any Service Contract to the extent that their failure to perform, or delay in performing, is caused in whole or in part by the Force Majeure Event.

21. Governing Law and Jurisdiction

21.1 These Terms together with any Service Contract Documentation are governed by and are to be construed in accordance with English law.

21.2 Both parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute that may arise out of or in connection with these Terms or any Service Contract.