CLOUD TECHNOLOGY SOLUTIONS LIMITED

CUSTOMER TERMS AND CONDITIONS

(these "Terms and Conditions")

1. Agreement

1.1 The terms of this Agreement apply to the exclusion of any other terms and conditions and apply to the Software and any Services provided, except for third party party terms that apply to TP Software.

1.2 Any order you submit to us must be in the form we require from time to time. The Parties shall be legally bound when we have accepted an order that you have submitted to us. If you provide us a purchase order other than as set out in this Agreement, that purchase order (and any terms and conditions attached or referred to in it) shall be purely for your administrative purposes and shall not form part of this Agreement.

1.3 In the event of a conflict between these Terms and Conditions and the Proposal, then the Proposal shall prevail over these Terms and Conditions.

1.4 During the Term, we agree to supply, and you agree to purchase, Services on the terms set out in this Agreement.

1.5 Where such Services and Documentation are hosted online:

1.5.1 we shall make the Service and the Documentation available you excluding:

(a) emergency maintenance; or

(b) downtime caused in whole or part by circumstances set out in **clause 18**.

1.5.2 We will use reasonable endeavours to notify you in advance of scheduled maintenance but you acknowledge that you may receive no advance notification for emergency maintenance or downtime caused by circumstances set out in **clause 18**.

1.5.3 You acknowledge that we shall be entitled to modify the features and functionality of the CTS Software as part of its ongoing development. We shall use reasonable endeavours to ensure that any such modification does not adversely affect your use of the Service.

2. Licence

2.1 In consideration for the Fees, we grant to you a non-exclusive, revocable, non-assignable, non-sublicensable licence to use the CTS Software and the Documentation for the Term. You may use the CTS Software for your internal business purposes only provided you comply with the provisions of this Agreement.

2.2 In relation to scope of use:

2.2.1 for the purposes of **clause 2.1**, use of the Software shall be restricted to use of the Software in object code form for the purpose of processing your data for your normal business purposes (which shall not include allowing the use of the Software by, or for the benefit of, any person other than the Authorised Users);

2.2.2 you shall not rent, lease, loan, translate, merge, adapt, vary or modify the Software or the Documentation;

2.2.3 you shall not permit the Software or any part of it to be combined with, or become incorporated in, any other programs;

2.2.4 you shall keep all copies of the Software and the Documentation secure;

2.2.5 you shall supervise and control use of the Software and the Documentation and ensure that the Software and the Documentation are used by Authorised Users in accordance with the terms of this Agreement and the User Terms;

2.2.6 you shall not sell or otherwise make available the Software in whole or in part to any third party without prior written consent from us;

2.2.7 you shall comply with all applicable technology control or export laws and regulations; and

2.2.8 except as expressly stated in this **clause 2**, you have no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Software in whole or in part except to the extent that any reduction of the Software to human readable form (whether by reverse engineering, decompilation or disassembly) is necessary for the purposes of integrating the operation of the Software with the operation of other software or systems used by you, unless we are prepared to carry out such action at a reasonable commercial fee or have provided the information necessary to achieve such integration within a reasonable period, and you shall request that we carry out such action or to provide such information (and shall meet our reasonable costs in providing that information) before undertaking any such reduction.

2.3 You may not use any information provided by us or obtained by you during any such reduction permitted under **clause 2.2.8** to create any software whose expression is substantially similar to that of the Software nor use such information in any manner which would be restricted by any copyright subsisting in it.

2.4 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

2.5 You shall:

2.5.1 ensure that the number of Authorised Users does not exceed the number set out in the Proposal;

2.5.2 ensure that all Authorised Users comply with the User Terms at all times;

2.5.3 ensure that the Software is installed on designated equipment only;

2.5.4 notify us as soon as you become aware of any unauthorised use of the Software by any person; and

2.5.5 pay, for broadening the scope of the licences granted under this Agreement to cover the unauthorised use, an amount equal to the fees which we would have levied (in accordance with our normal commercial terms then current) had you licensed any such unauthorised use on the date when such use commenced.

3. Customer obligations

3.1 You shall at all times and in all respects:

3.1.1 perform your obligations in accordance with the terms of this Agreement;

3.1.2 co-operate with us in all matters arising under this Agreement or otherwise relating to the performance of the Services;

3.1.3 provide such information, documents, materials, data or other items necessary for the provision of the Services, to us in a timely manner;

3.1.4 inform us in a timely manner of any matters (including any health, safety or security requirements) which may affect the provision of the Services.

3.2 Access:

3.2.1 Where relevant, in order to install the Software, we will send you by email a unique Uniform Resource Locator (URL) for your Authorised Users to visit and download the Software.

3.2.2 At the time an Authorised User is about to download the Software from the URL in accordance with **clause 3.1**, we reserve the right to require each Authorised User to agree, and to tick a box expressing agreement, to the User Terms. Such right is without prejudice to your obligations under this Agreement, and in particular under **clause 2.5.2**, and you will remain responsible for the actions of Authorised Users at all times.

4. Additional Authorised Users

4.1 Subject to **clause 4.2** and **clause 4.3**, you may, from time to time during the Term, purchase additional coverage for an increase in Authorised Users in excess of the number set out in the Proposal, and we shall grant such extended coverage in accordance with the provisions of this Agreement.

4.2 If you wish to purchase additional Authorised User coverage, you shall notify. We shall evaluate such request for additional Authorised User coverage and respond to you with approval or rejection of the request.

4.3 If we approve your request to purchase additional Authorised User coverage, you shall, within 30 days of the date of our invoice, pay to us the relevant fees for such additional coverage and, if such additional coverage is purchased by you part way through the Initial Term or any Extended Term, such fees shall be pro-rated for the remainder of such relevant period.

5. Fees

5.1 In consideration of us granting you the License and providing the Services, you shall pay to us the Fees.

5.2 You shall pay the Fees to us at such times and in such instalments as we may direct from time to time. Unless set out otherwise in this Agreement, we may issue invoices to you for the Fees at such intervals as we may, at our absolute discretion, consider appropriate.

5.3 Unless otherwise set out in the Proposal, all sums due under this Agreement are exclusive of VAT or other sales, import or export duties or taxes (if applicable) which shall be payable in addition at the same time as payment of any sums due.

5.4 You shall pay us by any payment method that we may stipulate from time to time. No payment shall be considered paid until we have received it in cleared funds in full.

5.5 You shall pay all amounts due under this Agreement in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law).

5.6 If you are late in paying any part of any monies due to us under this Agreement and such payment remains outstanding for seven days following our providing notice to you of such outstanding payment, we may (without prejudice to any other right or remedy available to us whether under this Agreement or by any statute, regulation or bye-law) do any or all of the following:

5.6.1 charge interest and other costs on the overdue amount due but unpaid at the annual rate of interest set under Section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 from time to time from the due date until payment (after as well as before judgment), such interest to run from day to day and to be compounded monthly;

5.6.2 recover our reasonable costs and expenses and charges (including legal and debt collection fees and costs) in collecting the late payment; and

5.6.3 suspend performance of this Agreement until payment in full has been made.

5.7 If any act or omission by you causes us to be delayed in delivering the Services to you, you shall be liable to pay for such resources that we were reasonably unable to reassign to other another project.

6. Customer Data

6.1 You shall not use Infringing Data on the Service.

6.2 You grant us a royalty-free, non-transferable, non-exclusive licence for the term of this Agreement to use the Customer Data to the extent necessary to perform the Service.

6.3 You acknowledge that we have no control over any Customer Data hosted as part of the provision of the Service and do not actively monitor the content of the Customer Data.

6.4 We shall notify you immediately if we become aware of any allegation that any Customer Data may be Infringing Data and we shall have the right to remove Customer Data from the Service without the need to consult you.

6.5 You shall indemnify us from and against all loss caused to us as a result of your use of Infringing Data on the Service.

7. Confidentiality

7.1 Each Party undertakes that it shall not at any time disclose to any person any Confidential Information of the other Party, except that each party may disclose the other Party's Confidential Information:

7.1.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this Agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's Confidential Information comply with this **clause 7**; and

7.1.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

7.2 Neither Party shall use any other Party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

8. Our warranties

8.1 The Software is provided to you on an 'as is' basis and we do not warrant that the Software will comply with any specification. You are responsible for testing the Software and determining the Software's suitability for your requirements.

8.2 We do not warrant that the use of the Software will be uninterrupted or error-free.

8.3 Except where expressly stated in this Agreement, we exclude all conditions, warranties, terms and obligations, whether express or implied by statute, common law or otherwise, to the fullest extent permitted by law in respect of this Agreement and the Software.

9. Support

9.1 If you discover a fault or failure of the Software to perform in accordance with the Documentation, you should inform us as soon as possible by telephone on +44 161 302 5125 or by email to support@cloudsolutions.co.uk. Our support team is available between 9am and 5pm on Business Days.

9.2 If you inform us of such a fault or failure, we will use our reasonable endeavours to respond to you, and resolve and rectify the fault or failure, as soon as reasonably practicable, using our reasonable skill and care.

9.3 All support provided under this **clause 9** shall be provided:

9.3.1 for the duration of the Term only; and

9.3.2 remotely, from our premises through the Internet and by telephone. You shall ensure that we are granted appropriate remote access to your systems to enable us to resolve any fault or failure, and to provide necessary support, in accordance with this **clause 9**.

9.4 The provision of support in respect of the Software is included in the Licence Fee, but we reserve the right to charge you, at our time and materials rates from time to time, for the provision of support if the fault or failure is due to any of the following causes:

9.4.1 any improper use, misuse or unauthorised alteration of the Software by you;

9.4.2 any use of the Software by you in a manner inconsistent with the Documentation;

9.4.3 the use by you of any hardware or software not provided by us or approved by us in the Documentation for use by you in connection with the Software; or

9.4.4 the use of a non-current version or release of the Software.

10. Limitation of Liability

10.1 This **clause 10** prevails over all of this Agreement and sets forth our entire liability, and your sole and exclusive remedies, in respect of:

10.1.1 performance, non-performance, purported performance, delay in performance or mis-performance of this Agreement or any services in connection with this Agreement; or

10.1.2 otherwise in relation to this Agreement or entering into this Agreement.

10.2 Neither Party excludes or limits its liability for:

10.2.1 its fraud; or

10.2.2 death or personal injury; or

10.2.3 any breach of the obligations implied by Section 2 of the Supply of Goods and Services Act 1982; or

10.2.4 any other liability which cannot be excluded or limited by applicable law.

10.3 Subject to **clause 10.2**, we shall not have any liability in respect of any:

10.3.1 indirect or consequential losses, damages, costs or expenses;

10.3.2 loss of actual or anticipated profits;

10.3.3 loss of contracts;

10.3.4 loss of use of money;

10.3.5 loss of anticipated savings;

10.3.6 loss of revenue;

10.3.7 loss of goodwill;

10.3.8 loss of reputation;

10.3.9 loss of business;

10.3.10 ex gratia payments;

10.3.11 loss of operation time;

10.3.12 loss of opportunity;

10.3.13 loss caused by the diminution in value of any asset; or

10.3.14 loss of, damage to, or corruption of, data, such that would have been prevented by us having in place and following a reasonable data security and backing-up policy;

whether or not such losses were reasonably foreseeable or we or our agents or contractors had been advised of the possibility of such losses being incurred.

10.4 Subject to **clause 10.2**, our total aggregate liability arising out of or in connection with all claims in aggregate (including warranty claims and losses relating to the breach of warranty) shall be limited to 110% of all amounts paid and total other sums payable, in aggregate, by you to us under this Agreement in the 12 months prior to the date on which the claim first arose.

10.5 You acknowledge and accept that we only license the Software, and otherwise perform our obligations and exercise our rights under this Agreement, on the express condition that we will not be responsible, nor, subject to **clause 10.2**, shall we have any liability, directly or indirectly, for any act or omission of you, your affiliates or your or their employees, agents, contractors or customers or any third party.

11. Intellectual Property Rights

11.1 You acknowledge that all Intellectual Property Rights in the Software and the Documentation anywhere in the world belong to us (or the rights holders to the TP Software), that rights in the Software and the Documentation are licensed (not sold) to you, and that you have no rights in, or to, the Software and the Documentation other than the right to use it in accordance with the terms of this Agreement.

11.2 You acknowledge that you have no right to have access to the Software in source code form.

11.3 Should any Intellectual Property Rights be created by us in the process of providing you the Services such Intellectual Property Rights shall belong to us.

12. Information security

12.1 We shall take reasonable and prudent measures to safeguard the security of the Customer Data in our possession, including maintaining appropriate firewalls, encryption and anti-virus protection.

12.2 We shall notify you as soon as possible upon discovery of any data security incident impacting the Customer Data.

12.3 We shall not be responsible for any loss or damage to Customer Data to the extent that such loss or damage was caused by you or a third party (other than a subcontractor or representative of us).

13. Data protection

13.1 Each Party agrees that, in the performance of its respective obligations under this Agreement, they shall comply with Data Protection Legislation to the extent it applies to each of them.

13.2 For the purpose of this clause 'data controller', 'data processor', 'data subject', 'Information Commissioner', 'personal data' and 'processing' shall have the meanings given to them within Data Protection Legislation.

13.3 The parties agree that the Customer is the data controller in respect of any personal data that we process in the course of providing services for you (other than business contact data processed by us to allow us to manage your account for which we are data controller).

13.4 Accordingly, we shall:

13.4.1 only carry out processing of the Customer's personal data on your instructions from time to time, such instructions at the date of this Agreement are to process the personal data in order to provide the Services in accordance with the Documentation and to carry out the normal provision of the Service;

13.4.2 implement appropriate technical and organisational measures to protect personal data against unauthorised or unlawful processing and accidental loss, destruction or damage;

13.4.3 make available to the Customer a list of any subcontractors engaged in the processing of the Customer's personal data and include in any contract with any subcontractors who shall process personal data directly or indirectly on the Customer's behalf, provisions which are equivalent to those in this **clause 13.4**.

13.4.4 as soon as reasonably practicable refer to the Customer any requests, notices or other communication from data subjects, the Information Commissioner or any other law enforcement authority, for the Customer to resolve.

13.5 You acknowledge and agree that we may be required to transfer personal data which we process on your behalf to countries outside the European Economic Area. We shall ensure that any such transfer will be undertaken in accordance with Data Protection Legislation.

13.6 You consent to our use of subcontractors in accordance with clause 13.4.3. We shall notify you in the event of a change in the list of subcontractors and, if you do not agree to a proposed change, either Party shall be entitled to terminate this Agreement immediately on the service of notice in writing.

14. Non-solicitation

14.1 In order to protect our legitimate business interests, during the Term and for one year thereafter, the Customer shall not, either directly or indirectly, by or through itself, its affiliate, its agent or otherwise, or in conjunction with its affiliate, its agent or otherwise, whether for its own benefit or for the benefit of any other person:

14.1.1 solicit, entice or induce, or endeavour to solicit, entice or induce, any of our employees with a view to employing or engaging them; or

14.1.2 employ or engage, or offer to employ or engage any of our employees,

without our prior written consent.

14.2 Notwithstanding clause 14.1 you may employ or engage any of our employees if they have responded directly to a bona fide recruitment drive either through a recruitment agency engaged by you or via an advertisement placed publicly by you (either in the press, social media, online or in trade and industry publications).

15. Termination

15.1 This Agreement shall commence on the date on which it is entered into under **clause 1.4**. Unless terminated earlier in accordance with the termination provisions of this Agreement, this Agreement shall continue for the Term and shall automatically terminate at the end of the Term.

15.2 Without prejudice to any of our rights or remedies, whether under this Agreement or at law, we may terminate this Agreement with immediate effect (or such other notice period as we see fit at our absolute direction) by giving notice to you if you fail to pay any amount due under this Agreement on the due date for payment and such amount remains in default not less than seven days after being notified to make such payment.

15.3 Without affecting any other rights that it may be entitled to, either Party may give notice in writing to the other terminating this Agreement immediately if:

15.3.1 without prejudice to **clause 15.1**, the other Party is in material breach of any of its obligations under this Agreement, and, where such material breach is capable of remedy, the other Party fails to remedy such breach within a period of 10 Business Days of being notified of such breach by the Party;

15.3.2 the other Party gives notice to any of its creditors that it has suspended or is about to suspend payment or if it shall be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, or an order is made or a resolution is passed for the winding-up of the other Party or an administration order is made or an administrator is appointed to manage the affairs, business and property of the other Party or a receiver and/or manager or administrative receiver is appointed in respect of all or any of the other Party's assets or undertaking or circumstances arise which entitle the court or a creditor to appoint a receiver and/or manager or administrative receiver or administrator or which entitle the court to make a winding-up or bankruptcy order or the other Party takes or suffers any similar or analogous action in consequence of debt in any jurisdiction; and/or

15.3.3 the other Party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

15.4 On termination or expiry of this Agreement, **clauses 1, 5, 7, 9, 10, 11.4, 11.5, 11.6, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 and 27** shall continue in full force and effect.

15.5 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

15.6 On termination of this Agreement for any reason:

15.6.1 all rights granted to you under this Agreement shall cease;

15.6.2 you shall cease all activities authorised by this Agreement;

15.6.3 you shall immediately pay to us any sums due to us under this Agreement, whether invoiced or not; and

15.6.4 you shall immediately destroy and/or return to us (at our option) all copies of the Software then in its possession, custody or control and, in the case of destruction, certify to us that you have done so.

15.6.5 we shall destroy any Customer Data that we hold subject to our retaining copies as part of our backing up process and to comply with our legal obligations.

16. Waiver

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

17. Remedies

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

18. Force Majeure

Neither Party shall be in breach of this Agreement, nor, subject to **clause 10.2**, shall either Party have any liability, for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances the affected Party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for one month, the Party not affected may terminate this Agreement by giving seven days' written notice to the affected Party.

19. Variation

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

20. Notices

20.1 Any notice given to either Party under or in connection with this Agreement shall be in writing, addressed to the relevant Party at its registered office or such other address as that Party may have specified to the other Party in writing, and shall be delivered personally, sent by pre-paid first class post, recorded delivery or commercial courier.

20.2 A notice shall be deemed to have been received: if delivered personally, when left at the address referred to in **clause 20.1**; if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; or, if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

20.3 The provisions of this **clause 20** shall not apply to the service of any proceedings or other documents in any legal action.

21. Assignment

You shall not assign, transfer, charge or otherwise encumber, create any trust over, or deal in any manner with, this Agreement or any right, benefit or interest under it, nor transfer, novate or sub-contract any of your obligations under it, without our prior written consent (such consent not to be unreasonably withheld or delayed).

22. Entire Agreement

22.1 This Agreement constitutes the whole agreement and understanding of the Parties as to the subject matter of this Agreement and there are no provisions, terms, conditions or obligations, whether oral or written, express or implied, other than those contained or referred to in this Agreement.

22.2 Except as expressly provided for in this Agreement, this Agreement shall operate to the entire exclusion of any other agreement, understanding or arrangement of any kind between the Parties preceding the date of this Agreement and in any way relating to the subject matter of this Agreement and to the exclusion of any representations not expressly stated in this Agreement except for any fraudulent misrepresentations or any misrepresentation as to a fundamental matter. Each of the Parties acknowledges that it has not entered into this Agreement based on any representation that is not expressly incorporated into this Agreement.

23. Severance

23.1 If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

23.2 If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

24. Third party rights

A person who is not a Party shall not have any rights under or in connection with this Agreement.

25. No partnership

Nothing in this Agreement shall constitute a partnership or employment or agency relationship between the Parties.

26. Governing law and jurisdiction

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

26.2 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.

27. Definitions and interpretation

In this Agreement:

27.1 unless the context requires otherwise, the following terms shall have the following meanings:

"Agreement"	these Terms and Conditions together with the relevant Proposal and any document referred to in these Terms and Conditions or the Proposal;
Applicable Law	means any and all applicable laws, statutes, orders, rules, treaties, decree, regulations, directives, edicts, bye-laws, schemes, warrants, other instruments made under or to be made under any statute, any exercises of the royal prerogative and codes of conduct and regulatory rules or guidelines, whether local, national, international or otherwise existing from time to time, together with any other similar instrument having legal effect in the relevant circumstances;
"Authorised Users"	the number of your employees that are authorised by you to access and use the Software, as stipulated in the Proposal;
"Business Day"	a day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;
"Confidential Information"	any information in any form or medium obtained by or on behalf of either Party from or on behalf of the other Party in relation to this Agreement which is expressly marked as confidential or which a reasonable person would consider to be confidential, whether disclosed or obtained before, on or after the date of this Agreement, together with any reproductions of such information or any part of it;
"Customer Data"	means all information provided by the Customer to us when using the Service;
"Data Protection Legislation"	means the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003, European Directive 95/46/EC on the protection of individuals with regard to the processing of personal data, European Directive 2002/58/EC concerning the processing of personal data and the protection of privacy in the electronic communications sector, the General Data Protection Regulation (EU) 2016/679 and/or any corresponding, equivalent or implementing national laws or regulations, together with any subordinate or related legislation and any guidelines, codes of conduct or approved certification mechanisms of a supervisory authority made under or in relation to any of the foregoing, in each case as the same may have been or may be amended from time to time;
"Documentation"	electronic and online documentation relating to the Software, which may include a specification;
"Extended Term"	has the meaning given to it in the Proposal;

"Fees"	the fees payable by you to us for the Licence;
"Infringing Data"	means information or data that (i) infringes Applicable Law; or (ii) infringes any third party Intellectual Property Rights; or (iii) includes any material which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred, menacing or blasphemous;
"Initial Term"	has the meaning given to it in the Proposal;
"Intellectual Property Rights"	copyright and related rights, trade marks and service marks, trade names and domain names, rights under licences, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, patents, rights to inventions, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
"Licence"	the licence of the Software granted to you under this Agreement;
"Parties"	us and you, and **"Party"** shall mean either of us and you;
"Proposal"	the written document we provide to you containing specific information relating to the particular software licensed by us;
"Services"	the services specified in the Proposal provided to you under this Agreement;
"Software"	the computer programs specified in the Proposal and licensed to you under this Agreement;
"Term"	12 months from the date on which this Agreement is entered into under **clause 1.2**; and
"User Terms"	the terms and conditions in accordance with which your Authorised Users shall use and access the Software, as set out in the Proposal and as updated by us, and communicated to you, from time to time.

27.2 references to "**clauses**" are to clauses of this Agreement;

27.3 the headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;

27.4 a "**person**" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

27.5 a reference to a Party includes its personal representatives, successors or permitted assigns;

27.6 words imparting the singular shall include the plural and vice versa. Words imparting a gender shall include the other gender and the neutral and references to persons shall include an individual, company, corporation, firm, partnership, trust, association, government or local authority department or other authority or body (whether corporate or unincorporated);

27.7 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

27.8 any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding or following those terms; and

27.9 a reference to "**writing**" or "**written**" includes in electronic form and similar means of communication (except under **clause 20**).