General Terms and Conditions

Definitions and Interpretation:
The definitions and rules of interpretation in this clause apply in this Agreement.

Definitions:
Affiliate: in relation to the Parties any company, partnership or other entity which from time to time directly or indirectly Controls, is Controlled by or is under common Control with that Party, including any subsidiary or holding company of that Party (as those expressions are defined in sections 1159 and 1162 of the Companies Act 2006 (as amended)).“Control” (and its cognates) means the possession, directly or indirectly, of the power to direct or cause the management and policies of a person, whether through the ownership of shares, by contract, or otherwise.
Applicable Law: any law (including common law or other binding law), statute, regulation, code, ordinance, rule, judgment, order, decree or directive or any determination by or requirement of a competent authority, as amended from time to time and as applicable to each party in relation to its provision of Services to the other party pursuant to the GTC.
Contract means the legally binding agreement the Parties agree on setting out the commercial terms and including these General Terms and Conditions (GTC).
Data Protection Legislation means (without limitation) the United Kingdom General Data Protection Regulation, Retained Regulation (EU) 2016/679 (UK GDPR), the Data Protection Act 2018, and the Privacy and Electronic Communications Regulations (2003/2426) (as amended) (PECR); together with all other applicable legislation relating to privacy or data protection, including any statute or statutory provision which amends, extends, consolidates or replaces the same. The terms "personal data", "data subject", "controller", "processor", and "process" (and its derivatives) shall have the meanings given to them in the Data Protection Legislation.
Hosted Software: Vertec’s provision of the Software to the Customer via Vertec’s cloud platform as a SaaS-service (Software as a Service).
Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trademarks, trade names, rights in domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer Software, database rights, topography rights, moral 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 for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.
Named User: specifically named person entitled to use the Software.
Party and **Parties**: Vertec and Customer may be referred to individually as a "party" and collectively as the "parties".
Scope of Use has the meaning as defined in Section 4.3.
Services: the services to be provided by Vertec as defined in a contract.
Software: the latest version of the Vertec Software.
Third-Party Products: products and services developed and owned by third parties (i.e. parties other than Vertec and its Affiliates) and may include, for example, open-source Software componentry, third-party generative AI tools and other Software as a Service products.
VAT: value added tax imposed by the Value Added Tax Act 1994 or any similar tax chargeable in the UK or elsewhere.
A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
Unless the context otherwise requires, words in the singular shall include the plural and words in the plural shall include the singular.
Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
A reference to **writing** or **written** includes electronic mail (email).
Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1 Validity of the General Terms and Conditions

These General Terms and Conditions (GTC) apply to all business relationships between Vertec and the Customer (e.g. Software licensing, Hosted Software, hotline and web access and provision of Services). These GTC also apply to all Software updates provided by Vertec.
If the Customer is supported by a Vertec sales partner through a direct contract with that sales partner, the sales partner's general terms and conditions, apply to such services, if applicable.

2 Contractual Process

A Contract consists of data setting out the commercial information (Services, prices, number of licensed Named Users) and these GTC.
The Parties agree on a Contract by either one of the following processes:

1. Customer enters into a Contract via Vertec's digital Customer Portal (standard process for licensing).
2. Both parties digitally agree on a purchase order (in general only for consultancy services).
3. The Contract may be expressly or tacitly accepted by the Customer. It will be tacitly accepted by the Customer by using Vertec's Services.

The Customer's requirements only form part of the Contract to the extent that they are explicitly set out in the Contract.
In the event of conflict between the Customer's contract documentation (including any requirements which are not explicitly set out in the Contract), and the Contract, the Contract takes precedence.
In the event of conflict between the individual agreements of a Contract and these GTC, the individual agreements will take precedence.

3 Vertec Software

3.1 Right of Use

Vertec makes the Software available to the Customer, either as an On-Premises license or as Hosted Software. The number and identity of Software users is identified in the Contract as Named Users.
Subject to the Customer's adherence to the terms of the GTC, Vertec grants the Customer a fully-paid up, worldwide, non-exclusive, non-transferable license to access and use the Software for the Customer's internal business purpose. The Customer's business purpose doesn't include a right to sublicense the Software to third parties.
The Customer's right of use under an On-Premises license is unlimited in time. For Hosted Software, the license is granted during the term of the Contract.
The Customer shall not, except as may be allowed by any Applicable Law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under the GTC:

1. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
2. access all or any part of the Software in order to build a competing product or service; or
3. license, sell, rent, lease, transfer, assign, distribute or otherwise commercially exploit, or otherwise make the Software available to any third party except the Named Users.

For third-party Software that is used together with Vertec Software, the license terms of the provider of this third-party Software apply. These are available at https://www.vertec.com/en-gb/licenses/. Once the Software or Hosted Software is used by the Customer, these license terms are deemed to be accepted by the Customer.

3.2 Test License

Vertec grants the Customer, free of charge and on a trial basis, a right to use the Software for testing purposes (**Trial License**). The Customer's use of the Trial License is governed by the terms and conditions of the GTC. The term of the Trial License shall be limited to a certain period of time as defined when ordering the trial license. During this time, the Trial License may not be used in a production capacity and the Customer is not entitled to warranty, maintenance and hotline services.

3.3 Further Development

Vertec continuously develops the Software and fixes bugs by delivering updates. The updates are delivered according to Vertec's new version release schedule, which is developed by Vertec at its sole discretion. The

Customer acknowledges that the customer interface, Software interfaces, the operation and the output of the Software may change as a result of a new release.

3.4 Warranty and Disclaimer

The most current version of the Software, when used for its intended purpose and in accordance with the terms of the product description, will perform in all material respects in accordance with the product description. The Customer's sole remedy in respect of a breach of this warranty is for Vertec to fix the non-conformity by delivering a new release of the Software.

Vertec does not warrant continuous, uninterrupted, error-free use of the Software.

Any warranty and liability for third-party Software, including public domain Software and open-source Software (third-party software), is excluded to the extent permitted by law.

The warranty period is 3 months. It begins with the installation of the Software at the Customer's premises, or with the delivery of the Software to the Customer if the installation is not carried out by Vertec, or by the commissioning of the Vertec Cloud Suite.

The Customer is responsible for the careful operation of the Software, the verification of the output results, and for ensuring that the Software meets its own business needs. Vertec will not be responsible for the output results failing to meet any criteria which are set by the Customer or its customers.

Vertec does not warrant and makes no commitment in relation to any Third-Party Products. Without limiting the previous sentence, the Customer acknowledges that Vertec is not responsible for the output of any Third-Party Products, and that such outputs may be unpredictable. The Customer's sole and exclusive rights and remedies with respect to claims arising out of or relating to any Third-Party Product will be against the third party and not against Vertec.

Vertec does not warrant and shall have no responsibility nor liability for or with respect to:

1. any Third-Party Product including, without limitation, its functionality, performance, or lack of infringement or any license from any person or entity providing Third-Party Products;
2. modifications or changes (including enhancements or improvements) to any Third-Party Products by any third party, including the Customer; and
3. content, material or other information provided by the Customer to Vertec;

provided, however, that Vertec agrees to give the Customer any transferrable warranties Vertec receives from any third party supplying Third-Party Products to the Customer through Vertec in connection with the Services.

The warranties set forth in this Section 3.4 are expressly in lieu of all other representations and warranties with regard to the Software. VERTEC MAKES NO OTHER REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOFTWARE, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, INFORMATIONAL CONTENT, SATISFACTORY QUALITY, SYSTEMS INTEGRATION OR INTEROPERABILITY, NON-INFRINGEMENT, INTERFERENCE WITH ENJOYMENT OR OTHERWISE. ANY WARRANTY ARISING BY STATUTE OR OTHERWISE IN LAW FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND ALL SUCH OTHER REPRESENTATIONS AND WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED.

Each party warrants that (i) it has all rights necessary to enter into the Contract and to perform its obligations hereunder in accordance with the terms hereof, (ii) it will perform its obligations hereunder in compliance in all material respects with all Applicable Laws.

4 On-Premises Software

4.1 Vertec's Services

Vertec provides the following to the Customer:

1. A perpetual license in accordance with Section 3.1
2. Maintenance in accordance with Section 4.4 (by special order only)
3. Hotline access in accordance with Section 6 (by special order only)

4.2 Assignment to Third Parties

The Customer may assign its On-Premises license to a third party if they are no longer using it. The third-party assignee must enter into a contract with Vertec which incorporates the GTC.

4.3 License Fee

The Customer pays an upfront license fee at the start of the contract term. This fee depends on; (i) number of Named Users; and (ii) chosen modules (together, the **Scope of Use**). If the Scope of Use is amended during the term, additional fees will be charged at the then-current rate.

4.4 Maintenance and Maintenance Fees

Customers with a maintenance contract receive new releases of the Software as a download via the Vertec homepage. In addition, a major release is sent to the Customer approximately once per year via email.

Customers without a maintenance contract can purchase new releases at any time by paying the additional license fee for the most current version of the Software. Vertec will support the latest release of the Software for 2 years following the release date.
The following services are not covered by the maintenance contract:

1. installing Software or converting data;
2. commissioning or configuring new features which are not included in the product description;
3. customizing reports and creating scripts;
4. fixing errors which are caused by the Customer's improper use of the Software, any third-party integration, developments or other actions, Customer's security incidents or force majeure.

The maintenance fee is payable annually in advance at the beginning of each contract year, and is expressed as a percentage of the license fee. If the Customer expands the Scope of Use, the maintenance fee will increase accordingly and the Customer will be charged the increased amount on a pro-rata basis.
Vertec reserves the right to adjust the maintenance fee on an annual basis to take account of Consumer Price Index (CPI) increases.

4.5 Term of the Maintenance Contract

A maintenance contract continues in force until it is terminated by giving at least 3 months' notice (such notice to expire no later than the end of the relevant contract year).

4.6 Customer's Responsibilities

In the case of an On-Premises license, the Customer is responsible for ensuring that it has and maintains adequate infrastructure for the operation of the Software, including the following:

1. internet access and appropriate hardware to operate the Software;
2. operation of the Software;
3. adequate systems to enable data backups;

5 Hosted Software (Cloud Suite)

5.1 Vertec's Services

Vertec operates the Software on its own cloud environment and makes it available to the Customer for use as a service, subject to the license restrictions in Section 3.1. The Hosted Software Service includes the following services:

1. Reasonable efforts to provide availability of the Software (7x24h) subject to scheduled maintenance windows;
2. Automatic updates to the most recent release of the Software on an ongoing basis;
3. Data backup according to Section 5.3;
4. Hotline access in accordance with Section 6.

5.2 Use of Subcontractors

Vertec may use subcontractors to provide certain services in relation to the Software; including cloud subscription infrastructure and operation of the hotline. Vertec is responsible for all actions and inactions of its subcontractors.

5.3 Data Backup and Recovery

The Customer's data processed by the Software (the **Customer Data**) is backed up daily. In the event of Customer Data loss caused by Vertec, Vertec's sole liability is to restore the Customer Data in accordance with the data backup of the previous day. Further warranty and liability claims in respect of Customer Data loss are hereby excluded.
Customer Data backups are retained by Vertec for 7 days. At the request of the Customer, Vertec will restore the Customer Data for an additional fee.

5.4 Disclaimer

Vertec provides the Hosted Software with reasonable skill and care. It does not guarantee the continuous, uninterrupted, error-free use of the Hosted Software.

5.5 Fees for Hosted Software

The Customer pays Vertec the fee for the agreed Scope of Use quarterly in advance. The Customer can expand the Scope of Use via the Customer Portal at any time (even during a current quarter). In addition, the Customer can reduce the Scope of Use with notice no later than 20 days as per 31 March, 30 June, 30 September and 31 December for the following quarter.

5.6 Duration of Contract - Termination

Contracts for Hosted Software are perpetual. They can be terminated as per 31 March, 30 June, 30 September and 31 December as follows: (i) with 20 days' notice for the Customer and (ii) 90 days' notice for Vertec.
Upon termination of the Contract, Vertec will transfer the Customer Data processed by Vertec to the Customer as Firebird raw data, e.g. via a download option in the Vertec Customer Portal. In addition, the Customer has the option of exporting its Customer Data using the export function provided by the Software. Furthermore, a termination assistance services contract may be provided by Vertec on request and subject to fees which are available on request.

6 Hotline

6.1 Hotline Services

Vertec operates a hotline that can be used to answer questions about the Software by telephone or electronically in German or English. If the required information can be found in the Knowledge Base, reference can be made to the appropriate source of information. Enquiries are usually processed on the same working day; however, this response time is not guaranteed.
The operating hours of the Hotline are displayed on the Vertec homepage and can be amended by Vertec at any time.

6.2 Disclaimer

Vertec uses reasonable skill and care when operating the Hotline, but does not guarantee that this Service will be able to rectify the Customer's issues.

6.3 Fees for On-Premises Customers with Hotline Contracts

On-Premises Customers with a maintenance contract can enter into a Hotline Contract with Vertec. The flat-rate hotline fee entitles the Customer to unlimited access to the hotline for the relevant year. This hotline fee is expressed as a percentage of the license fee. If the Customer expands its Scope of Use, the hotline fee increases accordingly. Vertec can adjust the hotline fee annually to reflect the Consumer Price Index (CPI) increases.
A Hotline Contract may be terminated at the end of each contract year with a notice period of 3 months. Unless expressly agreed otherwise in the contract, the contract year begins from the date of the order.

6.4 Fees for On-Premises Customers without a Hotline Contract

Customers without a Hotline Contract can use the support services via the hotline by paying an hourly fee (at the then-applicable rates which are available on the website).

6.5 Fees for Hosted Software Customers

Fees for the hotline service are included in the Hosted Software Fees.

7 Consultancy Services

7.1 Scope of Consultancy Services

Vertec provides consultancy services in connection with Software in addition to support services as defined in Section 6.
Such consultancy services include installation, commissioning, consulting, setting up customer-specific adaptations and data transfer. If, in exceptional cases, such services are services under a contract for work, this shall be expressly stated in the Contract.
If Vertec processes personal data of the Customer (e.g. in the case of data transfers), Vertec deletes such personal data after completion of the order.
The customer may request Vertec to further store or process such personal data under a separate order to be offered by Vertec.

7.2 Deadlines

Vertec will use reasonable best efforts to meet all agreed deadlines; however, time is not of the essence in relation to any deadlines which are set out in the Contract.

7.3 Acceptance

There usually is no formal acceptance of the Services. The Services are deemed to be accepted once the Customer uses them in a production environment.

7.4 Fees for Consultancy Services

Services are chargeable on an hourly basis agreed in the Contract or as published by Vertec on its website. Vertec may charge a surcharge of 50% for services expressly requested by the Customer outside the usual working hours in the location where services are performed.
Insofar as Vertec provides information in the Contract on the expected scope of the Services, this information is an indicative estimate only and does not constitute a fixed price nor a binding cost ceiling (cost cap).
Travel time can be invoiced as working time. Expenses are to be reimbursed according to the applicable rates.
Services are billed monthly in arrears according to the status of the work.

7.5 Warranty

Vertec provides the Services in accordance with good industry practice and uses appropriately skilled professionals. Vertec warrants that the Services will comply in all material respects with the agreed specifications. Any defects must be reported by the Customer immediately. The warranty period is 3 months from the completion of the Services and the Customer's sole remedy is re-performance of the Services.

8 Optional Cloud-based Services

Vertec provides the Customer with optional data processing services (at the Customer's choice), that perform certain tasks and make the results of the optional data processing (Output) available to the Customer for further processing in the Vertec Software. These services may use Third-Party products and, therefore, the

disclaimers for third-party products apply to such Optional Cloud-based Services.
Vertec does not warrant the correctness of the Output and excludes all liability related to Optional Cloud-based Services. It is the Customer's responsibility to verify the Output.

9 General Provisions

9.1 Customer Warranties

The Customer warrants that they will perform the following activities in a timely manner:

- procure and operate hardware and third-party Software that exchanges data with the Software (incl. interface responsibility);
- provide adequate training for its employees in using the Software;
- make available the Customer Data to be processed or migrated and ensure that such Customer Data is lawfully in the Customer's possession and complies with all Applicable Laws, including Data Protection Legislation;
- complete, correct, and up-to-date entry of data and settings in the Vertec Software: This includes hourly rates, prices, discounts, surcharges, tax and VAT rates; all parameters relevant to calculations, bookings, or invoicing;
- the accuracy and legality of the reports and printouts created by the Vertec Software based on the data and settings entered by the customer;
- immediately inform Vertec in the event of malfunctions and errors in the form specified by Vertec;
- comply with the Scope of Use and other acceptable use policies specified by Vertec;
- execute the work assigned to the Customer by Vertec;
- deploy secure data communications, internet access and telephone, as required for the operation of the Software;
- in the event that the joint project management is administered by a Customer's IT system, the Customer shall, at all times, grant Vertec access and provide Vertec with all project information required by Vertec;
- co-operate with Vertec and provide access to Customer personnel, as reasonably required by Vertec.

9.2 Termination for Material Breach

Either Party may terminate a Contract for material breach without a notice period if the other Party materially infringes its contractual obligations (e.g. intentionally infringing licensing conditions, failing to pay fees, failing to perform services resulting in a manner which renders the services useless). For material breaches which are curable, a reasonable grace period must be set.

9.3 VAT and Payment Period

All prices quoted by Vertec are exclusive of VAT. Invoices from Vertec are payable within 10 days.

9.4 Additional Expenditure

Additional expenses will be invoiced according to the time spent at the applicable rates. This applies in particular to correcting errors which were not caused by the Software (e.g. faults due to hardware influences, incorrect operation, unauthorized interventions, effects of third-party Software, viruses, errors in the Customer Data or material provided by the Customer or by third parties).

9.5 Offsetting

The Customer may only set off their own claims with the consent of Vertec.

9.6 License Code and License Suspension

The Customer acknowledges that the Software is secured by a license code.
In the event of default of payment, Vertec is – in addition to its right to terminate the Contract according to Section 9.2 – authorized to suspend the Customer's right to use the Software after a prior warning until the outstanding amounts have been paid in full.

9.7 Intellectual Property Rights

Vertec is entitled to all Intellectual Property Rights in the Software (including all updates thereto), documentation and all features and reports prepared by Vertec for the Customer, as well as to all other work results (the **Work Results**). Vertec shall grant the Customer a fully-paid up, worldwide, revocable license to use the Work Results in accordance with the terms of the GTC.

9.8 Confidentiality

Each party may have access to information (in any form) that relates to the other party's past, present, and future activities, including its products (in any stage of development), services, businesses, operations, Customers, vendors, referral source lists, trade secrets, know-how, and other information of a confidential and/or proprietary nature, which is identified by the disclosing party as confidential or reasonably understood to be confidential (hereinafter collectively referred to as "Confidential Information").
Confidential Information may only be used by the receiving party consistent with the rights and obligations of this Agreement. The receiving party agrees to protect the Confidential Information of the disclosing party in

the same manner that the receiving party protects its own similar Confidential Information, but, in no event, using less than a reasonable standard of care. Access to the Confidential Information will be restricted to Representatives (as defined below), engaged in the performance, management, receipt or use pursuant to the parties' rights and obligations under this Agreement, provided such third parties are bound by substantially similar obligations of confidentiality. "Representatives" means, in relation to a Party, its employees, officers, contractors, subcontractors, representatives and advisors. Vertec may retain and use the Customer's Confidential Information relevant to its business purposes (including to provide or enhance its services) so long as its use of such Confidential Information is in an aggregated, anonymized or pseudonymized manner. Personal Data is defined below in Section 9.8 and treated separately from other Confidential Information.

Notwithstanding the foregoing, the receiving party shall have no obligation to keep confidential or refrain from disclosing or using information disclosed by the disclosing party which (i) is part of the public domain at the time of its disclosure by the disclosing party or thereafter becomes part of the public domain through no breach of this Agreement by the receiving party; (ii) is in the receiving party's possession at the time it is disclosed to it by the disclosing party; (iii) becomes known or available to the receiving party without restriction from a third party which, to the knowledge of the receiving party, is not under a duty of confidentiality as to such information; (iv) the receiving party can show was independently developed by it without using the disclosing party's Confidential Information; or (v) is required to be disclosed by operation of law or by an instrumentality of the government, including, but not limited to, any court, tribunal or administrative agency thereof; provided that in the case of item (vi) the receiving party provides the disclosing party with as much advance notice as is reasonably practical under the circumstances so as to permit the disclosing party to take commercially reasonable actions at its own expense to limit or prevent disclosure, unless the receiving party is prohibited by law or proper authority from doing so.

Upon expiration or termination of these GTC for any reason, or at any other time that the disclosing party so requests, the receiving party shall promptly deliver to the disclosing party all of the disclosing parties' Confidential Information (copies and originals) as may be in the receiving party's possession or under its control; provided, however, a party shall not be required to deliver Confidential Information to the extent (i) incorporated into or necessary for the use of the Services (ii) retained for backup or archival purposes pursuant to the receiving party's ordinary business practice, (iii) required by law or regulatory authority, or (iv) required to monitor ongoing confidentiality obligations, in which case the obligations under this Section 9.8 shall continue during the time any such Confidential Information is retained.

The provisions of this Section 9.8 shall survive for a period of five years from termination or expiry of the Agreement.

9.9 Data Protection and Information Security

Vertec complies with the applicable Data Protection Legislation and security regulations when providing Software and Services. Vertec acts as a processor of the Customer's personal data only to the extent and for the purpose necessary for the fulfillment of the Contract.

Vertec implements the technical and organizational measures to ensure data protection and information security required for the provision of services in accordance with the Data Protection Legislation and the state of the art. In particular, Vertec is certified according to ISO 27001. Further details of Vertec's obligations regarding data processing are contained in the [data processing annex] on the Vertec website.

The Customer warrants that it has the requisite authority to transfer its Named Users' personal data with Vertec.

9.10 Liability

Nothing in the GTC excludes the liability of either party:

1. for death or personal injury caused by Vertec's' negligence;
2. for fraud or fraudulent misrepresentation; or
3. for unpaid fees which are validly due.

Subject to the Section above, each party's cumulative liability to the other party (including its officers, directors, employees, shareholders, Customers, agents, affiliates and permitted successors and assigns) for all losses (including, without limitation, losses based in contract, tort, strict liability, negligence, warranty or otherwise, at law or in equity, and arising from any cause of action whatsoever) arising out of, connected with, or related to the Contract shall, in no event, exceed the total fees paid by the Customer to Vertec in the 12 months preceding the cause of action.

Neither party shall be responsible nor liable to the other for any special, indirect, incidental, consequential, punitive or exemplary damages arising under, in connection with or related to the Contract, whether or not the possibility of such damages has been disclosed to such party or could have been reasonably foreseen by such party, and whether such damages are in contract, tort

(including negligence and strict liability) or arise under any warranty or other legal or equitable theory, including, but not limited to, lost profits, loss of business, business interruption, loss of use, lost data, lost information, cost of procurement of substitute goods, technology or services or other loss.

9.11 Force Majeure

Force majeure refers to events beyond the control of the parties. Force majeure applies in particular to: disruptions of the public electricity supply, communications infrastructure and transport routes, government measures, virus or hacker attacks, fire, exceptional weather conditions, epidemics, pandemics, nuclear and chemical accidents, earthquakes, war, terrorist attacks, strikes and sabotage. If a party is prevented from fulfilling its contractual obligations due to force majeure, the party concerned shall be relieved of its liability for non-performance as long as the force majeure situation continues. In the event of a force majeure event continuing for 14 days or more, either party may terminate the Contract retroactively from the time of the occurrence of the force majeure event. Services rendered up to that time shall be refunded if applicable.

9.12 Severability

If any provision of the Contract is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of the provisions shall not be prejudiced.

9.13 Place of Jurisdiction and Applicable Law

Governing Law. The Contract and any disputes or claims arising out of or in connection with any of them or their subject matter or formation (including non-contractual disputes or claims) are governed by and interpreted in accordance with the law of England and Wales.

Jurisdiction. Each Party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

9.14 Entire Agreement

The Contract and any document expressly incorporated in it contains the entire and only agreement between the parties and supersedes all previous agreements between the parties with respect to the subject matter hereof. Each party acknowledges that, in entering into this Contract, it has not relied on any representation, undertaking, promise or statement whether oral or in writing which is not expressly set out in the Contract. Except as expressly provided in the Contract, all conditions, warranties, stipulations and other statements whatsoever that would otherwise be implied or imposed by statute, at common law, or otherwise howsoever are excluded to the fullest extent permitted by law. Nothing in the foregoing shall, however, affect any liability for fraudulent misrepresentation.

9.15 Third-Party Rights

A person who is not party to the Contract shall have no right (Rights of Third Parties) under the Contracts Act 1999 to enforce any term of the Contract.

9.16 No Partnership or Agency

Nothing in the Contract is intended to, nor shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorize any party to make or enter into any commitments for or on behalf of any other party.

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