Software Trial License Agreement

This Software Trial Licence Agreement (the "**Agreement**") is effective from the Effective Date stated above and is entered into between **Quantexa Limited**, a company registered in England and Wales (10045407), whose registered office is C/O Company Secretarial Department, 280 Bishopsgate, London, United Kingdom, EC2M 4AG; ("**Supplier**"); and the "**User**" of the Software as such terms are set out and defined below. Each a "party" and together the "parties".

Background

A. Quantexa is a provider of entity resolution, network analysis & scoring software and related services and the User wishes to use certain software subscriptions and related services from Quantexa.

B. This Agreement sets out the terms of the provision of Quantexa software including Quantexa Unify (Preview) to the User and the User's use of the "**Software**" in accordance with the terms of this Agreement.

IT IS HEREBY AGREED between the parties as follows:

Acceptance of the Software License Terms and Conditions

BY ACCESSING OR USING THE SOFTWARE AND/ OR BY CLICKING "ADD WORKLOAD" TO ADD THE WORKLOAD TO YOUR FABRIC CAPACITIES YOU ACCEPT THE TERMS SET OUT IN THIS AGREEMENT, THE USER HEREBY ACCEPTS AND AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF THE USER IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE USER REPRESENTS THAT IT HAS THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS, IN WHICH CASE THE TERM "USER" SHALL REFER TO SUCH ENTITY.

IF USER DOES NOT AGREE WITH THESE TERMS AND CONDITIONS OR, HAVE SUCH AUTHORITY TO ACCEPT,THEN USER MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES DESCRIBED HEREIN.

Software License Terms and Conditions

1. Definitions and Structure

This Agreement and these terms apply to and governs the Software licensed by User as set forth in the Software Schedule. Any capitalized terms not otherwise defined in this Software Agreement shall have the meaning set forth in this section:

Applicable Law: means all local, state, federal, and international laws applicable to each party in performance of its obligations under this Agreement.

Authorised Users: The User or a User's employees, agents and subcontractors or any other individual authorised by the User to access and use the Software.

Documentation: means the Supplier specifications and user guides for the Software as made available by Supplier to User.

Initial Software Term: the initial term of User's Software Subscription, commencing on the Licence Commencement Date and continuing for the period as set out in the Software Schedule.

Intellectual Property Rights: including without limitation, rights in patents, trademarks, service marks, trade names, other trade-identifying symbols and inventions, copyrights, design rights, database rights, rights in know-how, trade secrets and any other intellectual property rights arising anywhere in the world, whether registered or unregistered, and including applications for the grant of any such rights.

Maintenance Releases: a release of the Software which provides patches, corrects bugs, errors or faults or otherwise provides updates to the Software which Supplier generally makes available to its Users, but which is not a new product containing new functionalities which from time to time is publicly marketed and released by Supplier and has not been purchased by User.

Microsoft Fabric: means the Microsoft Fabric platform or other Microsoft platform or offering pursuant to which the Software is accessed and utilised by the User.

Permitted Purpose; means the User's non-commercial evaluation to asses the Software including Quantexa Unify, a Microsoft Fabric Workload and not for any production or commercial use.

Licence Commencement Date: the effective date of the Software Licence being the date this Agreement is entered into.

Scope: the scope of use limitations for the Software licence as set out in the applicable Software Schedule, such as the limitation on the number of Authorised Users and territory for the Software Subscription.

Software: the Software owned by Supplier (or its affiliates or licensors, as applicable) for which User has licenced a right to use the Software as set out in this Agreement and further described in the Documentation.

Software Fees: where applicable the fees payable by User for the Software Subscriptions as set out in the Software Schedule.

Software Subscription: the license to use the Software for the Software Term under and in accordance with this Agreement.

User Materials means all information, data, content, and other materials inputted by or collected from User, or by Supplier on User's behalf for the purpose of providing or using the Software or Services or facilitating User's use of the Software excluding, for clarity, any other information, data, data models, content, or materials owned or controlled by Supplier and made available through or in connection with the Software,

2. Software Access Licence and Use

Subject to User paying any applicable Software Fees, the restrictions and User obligations set out in this Agreement and the other terms and conditions of this Agreement, Supplier hereby grants to User a non-exclusive, non-transferable, non-sublicensable license to use the Software and the Documentation during the Software Term solely for the Permitted Purpose.

3. Restrictions on Use

3.1 **User shall not**: i) take any action which would jeopardise Supplier' rights and title to the Software and Documentation; remove or change the labels, instructions or trademark signs contained in the Software or the Documentation; ii) except as expressly permitted by applicable law, disassemble, reverse engineer or decompile the Software or any part, or otherwise derive its source code; iii) make the Software or Documentation or any license keys provided to User accessible to third parties other than Authorised; iv) make changes or modifications to the core functionality or source code of the Software or otherwise create any derivative work of any part of the Software; V) permit the core functionality or the source code of the Software to be combined with, or become incorporated in, any other programs; vi) access or use the Software or Supplier Confidential Information for purposes of benchmarking or competitive analysis of the Software or Support Services, the development, provision, or use of a competing software service or product or any other purpose that is to the Supplier's detriment or commercial disadvantage; vii) sell, license, sublicense, distribute, assign or otherwise transfer to a third party the Software or any copy thereof, in whole or in part, without the express prior written consent of Supplier; and/or use the Software in a manner intended to avoid any applicable fees; viii) use the Software, or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any person, or that violates any applicable law; ix) interfere with, or disrupt the integrity or performance of, the Software, or any data or content contained therein or transmitted thereby; x) access or search the Software(or download any data or content contained therein or transmitted thereby) through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers or any other similar data mining tools) other than features provided by Supplier for use expressly for such purposes;

3.2 Except as otherwise set out in this Agreement, Supplier expressly reserves all rights to the Software, including without limitation, to publish, duplicate, process, use or exploit the Software.

3.3 The Software may contain open-source software, freeware or shareware as set out in the Documentation ("**Open-Source Software**"), and Supplier does not charge any license fee to User for its use of such Open-Source Software. Certain licence conditions ("**Open-Source Terms**") may apply to the Open-Source Software where specified in the Documentation and User agrees to be bound by any such applicable terms.

4. User Materials and User Obligations

4.1 User hereby grants Supplier a non-exclusive, worldwide, royalty-free right, and license to use, reproduce, display, perform, modify the User Materials for the purpose of hosting, operating, improving, and providing the Software, Implementation Services, and Supplier's other related products, services and technologies during the Software Licence Term. Supplier acknowledges that, as between User and Supplier and except as set forth in Section 2 User owns and retains all right, title, and interest in and to all User Materials

4.2 User represents and warrants that it has obtained and will obtain and continue to have, all necessary rights, authority and licenses for the access to and use of the User Materials (including any personal data) as contemplated by this Agreement; and Supplier's use of the User Materials in accordance with this Agreement will not violate any applicable laws or regulations or cause a breach of any agreement or obligations between User and any third party.

4.3 User is solely responsible for taking steps to maintain appropriate security, protection, and backup of User Materials (which may include the use of encryption technology to protect User Materials from unauthorized access), and archiving of User Materials. User is responsible for securing, protecting and maintaining the confidentiality of User's account details. Supplier will not be liable for any loss or damage arising directly or indirectly from User's failure to maintain the security of User's account and password or for unauthorized access to User's account.

4.4 Unless agreed to in a separate written agreement incorporating appropriate provisions, User shall not transfer, disclose, provide, discuss, or otherwise make available to Supplier any categories of data which are subject to additional and specific regulatory protections including but not limited to special categories of personal data (Sensitive Data), protected health information (PHI), cardholder data or sensitive authentication data (PCI), material non-public information (MNPI), or classified information as that term is defined by applicable government regulation, statute, or executive order.

5. Warranty

5.1 Subject to the terms below, Supplier warrants for the duration of the Software Licence Term that the Software will perform materially in accordance with the Documentation when used in accordance with this Agreement and such Documentation.

5.2 Supplier does not warrant: i) the performance of the Software outside the scope of the Documentation, unless it has been expressly agreed in writing between User and Supplier; ii) Software related problems caused by accident, fire, power changes, other hazards, or acts of God or other events outside of Supplier's reasonable control; iii) any third-party software, hardware and/or services; or use of the Software with any third party software, hardware or services if such third party software, hardware or services cause the problem(s) reported by User; iv) that the use of the Software will be uninterrupted or error-free; v) Software related problems caused by misuse, improper testing, unauthorised attempts to repair, modifications or customisations to the Software by User, System Integrators or any other third parties or any other cause

beyond the range of the intended use of the Software as set out in the Documentation; or vi) that the Software will achieve User's intended results or that the Software has been developed to meet the individual requirements of User.

5.3 Should a warranty breach occur during the Warranty Period and User notifies Supplier within the Warranty Period and provides all the information that may be necessary to assist Supplier in resolving the defect or fault (including a documented example of any defect or fault, or sufficient information to enable Supplier to re-create the defect or fault), Supplier will, at its sole option and expense either repair or replace the Software or parts therein; or if Supplier cannot reasonably repair or replace the Software or parts therein, then Supplier will at its option refund the purchase price paid for the Software or parts therein and terminate User's right and licence to use the Software or parts therein for the Software for which User has received the refund. Where Supplier resolves any defects or provides a refund as set out in this provision, Suppler shall have not further warranty or liability in respect of such defect or fault.

5.4 The Software is not intended to dictate Users actions required for compliance with applicable legal or regulatory matters, but as a computer platform to enable User to automate, improve or assist with certain of the Users business activities. User understands and acknowledges and agrees that it is solely the Users responsibility to ensure that any requirements imposed on it under applicable law and regulation are accurately implemented.

5.5 The Software is a research tool and any output materials or results or arising from the use of the Software including AI Systems ("Output") is not professional, financial or legal advice. The Output of the Software is AI- System generated and may contain errors and misstatements. Supplier accepts no liability for User's (or any Authorised Users') use of the Software. User assumes sole responsibility for the Output or results obtained from the use of the Software, and for conclusions drawn from such use. Supplier shall have no liability for any damage caused by errors or omissions in any User Material information, instructions or scripts provided to us by User in connection with the Software, or any actions taken by Supplier at User's direction.

5.6 Third Party Services: Certain features and functionalities within the Software may allow User and its Authorized Users to interface or interact with, access and/or use compatible third-party services, products, technology, data or content (collectively, "Third-Party Services") through the Software. Supplier does not assume responsibility for any aspect of the Third-Party Services and is not responsible for any compatibility issues, errors, or bugs in the Software or Third-Party Services caused in whole or in part by the Third-Party Services or any update or upgrade thereto. User is solely responsible for maintaining the Third-Party Services and obtaining any associated licenses and consents necessary for User to use the Third-Party Services in connection with the Software.

5.7 User is not entitled to any formal support or maintenance, and Supplier has no obligation to fix or repair any errors or defects that may arise and SUPPLIER PROVIDES THE SOFTWARE "AS-IS" AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES AND REMEDIES PROVIDED IN THIS CLAUSE 5 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, TERMS AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WARRANTIES, TERMS AND CONDITIONS OF MERCHANTABILITY, ACCURACY, CORRESPONDENCE WITH DESCRIPTION, FITNESS FOR A PURPOSE, SATISFACTORY QUALITY AND NON-INFRINGEMENT, ALL OF WHICH ARE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCLUDED BY SUPPLIER AND ITS LICENSORS OR ASSOCIATED COMPANIES.

6. User Obligations

6.1 User shall: i) Comply with all applicable laws and regulations; ii) keep all copies of the Software secure and comply with the obligations and licence restrictions set forth in this Agreement and the applicable Software Schedule; iii) be responsible and liable for the access to and use of the Software and/or Support Services by its Authorised Users' and any other persons it gives access to the Software and Support Services and any breach of the Agreement by such persons; and iv) be responsible for backing-up its data to ensure recovery of its data.

6.2 User shall keep complete and accurate records (including without limitation complete copy of the log files for the Software, where applicable) to permit accurate assessment of User's compliance with its permitted Scope of use as set out in this Agreement and the applicable Software Schedule. Supplier may include in its Software functionality which periodically monitors and reports to Supplier the Scope and use of the Software. To the extent such functionality is not available, User shall permit Supplier to perform an audit of User's use of the Software and Documentation. Supplier will endeavour to comply with the reasonable security requirements of User during such audit and upon written request may provide User with a copy of its audit report.

7. Software Fees

7.1 The Software Fees if applicable payable by User are set out in an applicable subscription. Supplier will invoice User for such Software Fees in accordance with the agreed invoice schedule

7.2 All undisputed invoices shall be payable by User within thirty (30) days of the date of invoice. All invoices shall be paid in the currency specified in invoice in full and without deduction.

7.3 All pricing, Software Fees and any other fees payable under this Agreement are in each case exclusive of any applicable Taxes which shall be paid by User in addition at the relevant statutory rate.

7.4 Supplier shall be entitled to change any additional Software Fees upon sixty (60) days' notice to User.

8. Intellectual Property

8.1 The Software is licensed to the User not sold. All intellectual property rights in and to the Software, Documentation, Support Services and any software, materials and documents developed under the Agreement, and any updates thereto ("**Supplier IP**") will at all times remain vested in and be the exclusive property of Supplier and its affiliates or its licensors, as applicable, and User shall not acquire in any way any title, rights or ownership or Intellectual Property Rights in such Supplier IP.

8.2 Nothing in the Agreement shall be construed so as to prevent Supplier from using techniques, ideas and other know-how (including feedback from User or the User Material) gained during the performance of the Agreement in the furtherance of its own business.

9. Indemnification

9.1 Subject to the conditions below and the User's compliance with this Agreement and its obligations, Supplier shall defend, indemnify and hold User harmless against any third-party claim that the use of the Software in accordance with the terms of this Agreement infringes the intellectual property rights of a third party. In the event of any claim pursuant to this indemnity, User shall use reasonable endeavours to mitigate any loss, give Supplier prompt written notice of the claim, not make ant admissions or settlements in respect of such claim, cooperate fully with Supplier in its defence, and give Supplier sole authority to control the case and any related settlement negotiations. Supplier will not be responsible for any settlement made without Supplier's written consent, nor liable for any indemnity in such circumstances. Supplier's obligations under this Clause do not apply if a claim is based on the use of superseded or altered version of the Software if such infringement would have been avoided by use of the latest unaltered version of the Software made available to User at no charge. If a third-party infringement claim is substantiated Supplier shall, in its sole reasonable election and expense, either: i) procure User's right to continue to use the Software in accordance with this Agreement ii) replace or modify the Software to make it non-infringing; or iii) the foregoing are not reasonably feasible, terminate this Agreement with respect to the infringing Software and refund to User any Licence Fees then paid in advance. Other than as provided in this Clause, User shall have no other remedy against Supplier arising from a claim of actual or alleged infringement of intellectual property rights in the Software. This indemnity shall not apply to the extent that any claim arises from any combination of the Software with any other software not supplied or authorised by Supplier or any modification to the Software by you if such claim would not have arisen but for said combination or modification.

9.1 User shall defend, indemnify and hold Supplier and its affiliates harmless against any third party claim to the extent arising from i) User's or an Authorised User's use of the Software in breach of this Agreement, ii) User Material Data or iii) any failure by User or any of its affiliates to comply with any laws or regulations applicable to its or the Authorised Users' receipt or use of the Software.

10. Software Term and Termination

10.1 This Agreement shall commence on the Licence Commencement Date and continue in effect for the duration of the Software Term unless terminated in accordance with the terms below.

10.2 Unless terminated earlier in accordance with this clause 10, the Software Subscription to use the free trial shall commence on the Licence Commencement Date and shall continue for the Initial Software Term. Thereafter the Software Subscription to use the free trial can be extended by contacting the Supplier (or such other renewal period as may be agreed in the Software Schedule) ("**Renewal Period**") (the Initial Software Term together with any Renewal Period constitutes the "**Software Term**").

10.3 Supplier may terminate this Agreement and any User access at any time without cause with no notice. On termination of this Agreement on such grounds Supplier shall refund any outstanding Fees payable for the remainder of the applicable payment term on a pro-rata basis as the Suppliers sole obligation and User's sole remedy for such termination.

10.4 Without affecting any other right or remedy available to it, either party may immediately terminate this Agreement at any time upon written notice to the other party, if i) the other party commits a material breach of this Agreement and such breach is not remediable or is not remedied within thirty days of written notice requiring that party to do so; or ii) a voluntary arrangement approved, or an administration order is made or similar petition to wind up the other party.

10.5 On termination of the Agreement for any reason i) all rights and licences granted to User under the Agreement shall automatically terminate and User shall immediately cease use or attempted access of the Software and remove all copies of the Software from its systems ii) User will immediately pay all outstanding Software Fees due or to become due to Supplier under this Agreement including, in the case of termination by Supplier for cause or by User for convenience in accordance with this agreement, the Software Fees covering the remainder of the current Initial Software Term or Renewal Period, as applicable, after the date of termination; iii) each party will promptly return or, at the other party's option, destroy any materials (including any Documentation) relating to this Agreement and any Confidential Information of the other party together with all copies thereof; iv) each party will promptly delete all electronic copies of the other party's Confidential Information and the Software relating to this Agreement. Accrued rights and liabilities of the parties under this Agreement will not be affected.

11. Limitation of Liability

11.1 SUBJECT TO THE PROVISIONS SET OUT BELOW, THE AGGREGATE LIABILITY OF SUPPLIER FOR OR IN RESPECT OF ANY LOSS OR DAMAGE SUFFERED BY THE USER HOWSOEVER CAUSED OR ARISING (WHETHER DUE TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF I) THE SOFTWARE FEES PAID BY USER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE THE CLAIM AROSE OR £1,000 (ONE THOUSAND GBP).

11.2 THE SUPPLIER SHALL NOT HAVE ANY LIABILITY FOR THE FOLLOWING UNDER THIS AGREEMENT, IN CONTRACT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION OR OTHERWISE EVEN IF THE PARTY HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES I) ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND WHICH MAY BE SUFFERED BY THE OTHER PARTY (OR ANY PERSON CLAIMING UNDER OR THROUGH THE OTHER PARTY) IN CONNECTION WITH THIS AGREEMENT; II) ANY DIRECT OR INDIRECT LOSS OF PROFITS; III) LOSS OF ANTICIPATED SAVINGS, BUSINESS OPPORTUNITY, GOODWILL, OR DATA (INCLUDING CORRUPTION OF OR DAMAGE TO DATA); AND

11.3 THE LIMITATIONS AND EXCLUSIONS SET OUT IN THIS CLAUSE SHALL NOT APPLY TO I) DEATH OR PERSONAL INJURY CAUSED BY THE NEGLIGENCE OF SUCH PARTY, ITS OFFICERS, EMPLOYEES, CONTRACTORS OR AGENTS; II) FRAUD OR FRAUDULENT MISREPRESENTATION; OR III) ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED BY LAW.

12. Confidential Information

12.1 Except as permitted by below, each party undertakes that it shall not disclose to any third party any Confidential Information disclosed to it by the other party at any time during the term of the Agreement and for a period of five years after termination or expiration of the Agreement (except for information which is deemed a trade secret for which the obligations of confidentiality shall continue for as long as such information remains a trade secret).

12.2 Each party may only disclose the other party's Confidential Information (i) to its employees (including employees of any company under a common control) , directors, agents and contractors ("Representatives") who need to know such information for the purposes of carrying out its obligations under the Agreement, provided that the disclosing party takes all reasonable steps to ensure its Representatives comply with the confidentiality obligations contained in this clause 12; and (ii) as may be required by law, court order or any governmental or regulatory authority provided that the receiving party shall, to the extent permitted by law, provide the disclosing party with prompt notice of such court order to enable the disclosing party to see a protective order or otherwise prevent or restrict such disclosure. The disclosing party shall be reasonable for its Representatives compliance with the confidentiality obligations set out in this clause.

12.3 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in the Agreement are granted to the other party or are to be implied in the Agreement. In particular, no license is hereby granted directly or indirectly under any patent, invention, discovery, copyright or other intellectual property right held, made, obtained or licensable by either party now or in the future.

12.4 Notwithstanding the foregoing, the receiving party shall have no liability to the disclosing party with regard to any Confidential Information which the receiving party can prove: i) was in or has entered the public domain at the time it was disclosed through no fault of the receiving party; ii) was known to the receiving party, without restriction, at the time of disclosure; iii) is disclosed with the prior written approval of the disclosing party; iii) was independently developed by the receiving party without any use of the disclosing party's Confidential Information; or iv) becomes known to the receiving party, without restriction, from a source other than the disclosing party, without breach of the Agreement by the receiving party and otherwise not in violation of the disclosing party's rights.

12.5 The User acknowledges that details of the Software, Support Services and the results of any performance tests of such services and any User feedback on such software and services, constitute Supplier's Confidential Information.

13. Data Protection

13.1 Each party will comply with all applicable requirements of Applicable Law with respect to personal data or personally identifiable information including without limitation the EU General Data Protection Regulation 2016/679 and/or other applicable data protection or national/federal or state/provincial/emirate privacy legislation in force.

13.2 User will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Quantexa for the duration and purposes of the Agreement.

13.3 The parties acknowledge that the User is the data controller and Quantexa may be a data processor as defined under applicable data protection laws.

13.4 Where Supplier acts as processor in relation to User personal data, Supplier will: (i) process it only on User's lawful written instructions; (ii) implement appropriate measures designed to ensure its security, including by imposing confidentiality obligations on relevant personnel; (iii) transfer it only to sub-processors (as set out in the applicable privacy notice) under a written contract which imposes obligations consistent with those in this clause and User authorises Supplier to transfer

personal data to them; (iv) provide User with reasonable assistance in carrying out any legally required data protection impact assessments, complying with the rights of data subjects and complying with Supplier's own data security obligations under applicable data protection legislation; (v) notify User without undue delay after becoming aware of a breach in respect of it; (vi) on User request either return or destroy it when the agreement ends; and (vii) on User's written request, provide User with reasonable information necessary to demonstrate our compliance with this clause, which may include any available third party security audit reports.

13.5 Without limitation of its general confidentiality obligations in this Agreement, Supplier further represents, warrants, and covenants to User that it will employ industry standard technical, administrative, and physical security measures to protect User Materials and Confidential Information and use reasonable care and skill in the access, collection, transmission, processing, and use thereof, including without limitation by implementing and maintaining an information security and destruction policy in accordance with or exceeding industry standards.

14. General

14.1 **Entire Agreement**. This Agreement, including the Schedule and all Software Schedule (s) set out the entire agreement and understanding between the parties and supersede any previous agreement between the parties relating to their subject matter. Unless otherwise expressly agreed in writing, this Agreement applies in place of and prevails over any terms or conditions contained in or referred to in any correspondence or elsewhere or implied by trade custom or course of dealing. Any general terms of business or other terms and conditions of any order or other document issued by the User in connection with this Agreement shall not be binding on Supplier. In entering into this Agreement, the User acknowledges and agrees that it has not relied on any representations made by Supplier except as set forth in this Agreement. Any such representations are excluded. Nothing in this section shall limit liability for any representations made fraudulently.

14.2 **Waiver**. A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given. Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

14.3 **Invalid Provisions**. If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

14.4 **Governing Law and Jurisdiction**. This Agreement, and any issues or disputes arising out of or in connection with it (whether such disputes are contractual or non-contractual in nature, such as claims in tort, for breach of statute or regulation, or otherwise) shall be governed by and construed in accordance with the laws of England and Wales and shall be subject to the non-exclusive jurisdiction of the English courts.

14.5 **Third Party Rights**. A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 (the "Act") to enforce, or to enjoy the benefit of, any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from the Act or that is expressly provided for under this Agreement.

14.6 **Assignment**. The User may not assign or otherwise transfer this Agreement or any of the User rights or obligations or purport to do any such acts under them to any third party without Supplier's prior written consent. Supplier shall have the right, upon written notice to the User, to assign this Agreement to any company which controls or is under a common control of Supplier.

14.7 **Compliance with Sanctions**. The User or any Authorised are not to the knowledge of the User the subject of any government or trade sanctions (collectively, "Sanctions"). The User shall not deploy or utilise the Software in a country or territory that is the subject or target of Sanctions, including, without limitation, Cuba, Iran, North Korea, Sudan, Syria and Crimea

14.8 **No Partnership or Agency**. The parties are independent business and not principal and agent, partner, or employer and employee. Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

14.9 **Notices**. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be: (a) delivered in person; (b) sent by registered mail return receipt requested; or (c) sent by overnight air courier; in each case forwarded to the appropriate address set forth in the Software Schedule. Either party may change its address for notice by written notice to the other party. Notices will be considered to have been given at the time of actual delivery in person, or three (3) business days after posting, or one (1) day after delivery to an overnight air courier service.

14.10 **Variations**. Save as otherwise expressly stated in this Agreement, this Agreement may only be modified or varied in writing executed by duly authorised representatives of both parties.