# Sensat Surveying Ltd
(Registered number 09869690)

## End User License Agreement (EULA)

Please read this EULA carefully, as it sets out the basis upon which the Licensor (as defined below) licenses the Software (as defined below) for use. By logging into Mapp®, you, as User (as defined below), agree to be bound by this EULA and its terms.

By agreeing to be bound by this EULA and its terms, you further agree that, and shall procure that, your employees and/or any person you authorise to use the Software (as defined below), will fully comply with and be bound by this EULA and its terms.

**AGREEMENT**

**1.        Definitions**

In the EULA, except where a different interpretation is necessary in the context, the words and expressions set out below have the following meanings:

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

"**Charges**" means those amounts in sterling that the parties have agreed in writing shall be payable by the User to the Licensor under or in respect of this EULA;

"**Data Protection Legislation**" means the Data Protection Act 2018 and (for so long as and to the extent that the law of the European Union has legal effect in the UK), the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy;

"**Documentation**" means the documentation for the Software produced by the Licensor and delivered or made available by the Licensor to the User;

"**Effective Date**" means the date upon which the User gives the User's consent to this EULA and its terms, which consent shall be given, or deemed given, when the User accesses the Platform and the Software, provided that no contract will come into force between the Licensor and the User unless and until the Licensor accepts the User's order to access the Platform and grants access to the Platform to the User;

"**EULA**" means this end user licence agreement between the Licensor and the User, including any amendments or modifications to it from time to time;

"**Force Majeure Event**" means an event, or a series of related events, that is outside the reasonable control of the party affected (including, but not limited to, failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious

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software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

"**Group Company**" means any undertaking which is a parent undertaking of an entity or a subsidiary undertaking of an entity or of any such parent undertaking (as such expressions are defined in sections 1159, 1161 and 1162 of the Companies Act 2006);

"**Intellectual Property Rights**" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "**Intellectual Property Rights**" include, but are not limited to, copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, utility models, semi-conductor topography rights and design rights);

"**Licensor**" means Sensat Surveying Ltd, a company incorporated and registered in England and Wales (registration number 09869690) having its registered office at 30 City Road, London, United Kingdom, EC1Y 2AB;

"**Licensor Indemnity Event**" has the meaning given to it in Clause 13.1;

"**Maintenance Services**" means the supply to the User and the application to the Software of Updates and Upgrades;

"**Minimum Term**" means, in respect of this EULA, the period of 12 months beginning on the Effective Date;

"**Personal Data**" has the meaning given to it in the Data Protection Legislation;

"**Platform**" means the software platform that is owned and operated by the Licensor, and which is made available to the User pursuant to this EULA;

"**Services**" means any services that the Licensor provides to the User, or has an obligation to provide to the User, under this EULA, including access to, and use of, the Platform;

"**Software**" means Mapp®;

"**Software Defect**" means a defect, error or bug in the Software having a materially adverse effect on the appearance, operation, functionality or performance of the Software or the Platform, but excluding any defect, error or bug caused by or arising as a result of:

  (a)      any act or omission of the User or any person authorised by the User to use the Software or the Platform;

  (b)      any use of the Software of the Platform contrary to the Documentation by the User or any person authorised by the User to use the Software or the Platform;

  (c)      a failure by the User to perform or observe any of its obligations in this EULA; and/or

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(d)     an incompatibility between the Software and any other system, network, application, program, hardware or software not specified as compatible in the Software Specification;

"**Software Specification**" means the specification for the Software set out in the Documentation;

"**Source Code**" means the Software code in human-readable form or any part of the Software code in human-readable form, including code compiled to create the Software or decompiled from the Software, but excluding interpreted code comprised in the Software;

"**Support Services**" means support in relation to the use of the Software and the Platform and the identification and resolution of errors in the Software and the Platform in accordance with the terms of the Licensor's service level agreement, but shall not include the provision of training services by the Licensor whether in relation to the Software, the Platform or otherwise;

"**Term**" means the term of this EULA, commencing in accordance with Clause 2.1 and ending in accordance with Clause 2.2;

"**Update**" means a hotfix, patch or minor version update to the Software or the Platform;

"**Upgrade**" means a major version upgrade of the Software or the Platform;

"**User**" means the person to whom the Licensor grants a right to use the Software under this EULA;

"**User Indemnity Event**" has the meaning given to it in Clause 13.3; and

"**User Materials**" means the works and materials:

(a)     stored on, uploaded to or processed via the Platform by or on behalf of the User or any person authorised to use or access the Platform using the User's account; and

(b)     otherwise provided by the User to the Licensor in connection with this EULA.

## 2.     Term

2.1     This EULA shall come into force upon the Effective Date.

2.2     This EULA shall continue in force indefinitely, subject to termination in accordance with Clause 14 or any other provision of this EULA.

## 3.     Platform & Licence

3.1     The Licensor shall make available to the User the Platform by setting up on the Platform an account for the User, and providing to the User login details for that particular account on the Effective Date.

3.2     Subject to the provisions of Clauses 3.3 and 3.4, the Licensor hereby grants the User from the date of supply of the Software to the User until the expiry of the Term a worldwide and non-exclusive licence to:

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(a)     use the Platform via any applicable web browser in accordance with the Documentation;

(b)     install a single instance of the Software; and

(c)     use a single instance of the Software in accordance with the Documentation.

3.3     The Platform and the Software may only be used by those named individuals agreed between the Licensor and the User nor can it used at any point in time by more than the number of users agreed between the Licensor and the User, provided in each case that the User may change, add or remove a designated named user or any user licences with the prior consent of the Licensor or in accordance with any standalone terms, procedures or documentation agreed or entered into between the Licensor and the User.

3.4     Save to the extent expressly permitted by this EULA or required by applicable law on a non-excludable basis, any licence granted under this Clause 3 shall be subject to the following restrictions:

(a)     the User may not sub-license and must not purport to sub-license any rights granted under Clause 3.2 without the prior written consent of the Licensor;

(b)     the User must not sell, resell, rent, lease, loan, supply, publish, distribute or redistribute the Software, the Platform and/or any of their contents;

(c)     the User must not alter, edit or adapt the Software and/or the Platform; and

(d)     the User must not decompile, de-obfuscate or reverse engineer, or attempt to decompile, de-obfuscate or reverse engineer, the Software and/or the Platform.

3.5     The User shall be responsible for the security of copies of the Software supplied to the User under this EULA (or created from such copies) and shall use all reasonable endeavours (including all reasonable security measures) to ensure that access to such copies is restricted to persons authorised to use them under this EULA.

3.6     The User shall, and shall procure that any and all of its authorised individuals or representatives who use or have access to the Platform shall:

(a)     not use the Platform in any way that is illegal, unlawful, harmful or in connection with any illegal, unlawful or harmful purpose or activity;

(b)     not conduct any automated data collection activities (including, but not limited to, scraping and data mining) on or in relation to the Services without the Licensor's prior written consent; or

(c)     not use the Software and/or the Platform to promote or distribute any viruses, worms, rootkits, spyware or other harmful software, programs, applications or technologies.

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**4.      Source Code**

Nothing in this EULA shall give or grant to the User or any other person any right to access or use the Source Code or constitute any licence of the Source Code, which shall at all times remain the exclusive property of the Licensor.

**5.      Maintenance Services**

5.1      The Licensor shall provide the Maintenance Services to the User during the Term.

5.2      The Licensor shall provide the Maintenance Services in accordance with the standards of skill and care reasonably expected from a service provider in the Licensor's industry.

5.3      The Licensor warrants to the User that the application of Updates and Upgrades to the Software by the Licensor will not introduce any Software Defects into the Software and.or the Platform.

5.4      The Licensor warrants to the User that, so far as it is aware, the application of Updates and Upgrades to the Software by the User in accordance with the instructions of the Licensor will not introduce any Software Defects into the Software and/or the Platform.

5.5      The Licensor may suspend the provision of the Maintenance Services if any amount due to be paid by the User to the Licensor under this EULA is overdue, and the Licensor has given the User at least 30 days written notice, following the amount becoming overdue, of its intention to suspend the Maintenance Services on this basis.

5.6      The Licensor may terminate the Maintenance Services by giving the User at least 30 days written notice expiring on or at any time after the first anniversary of the Effective Date.

5.7      If the Licensor stops or makes a good faith decision to stop providing maintenance services in relation to the Software or the Platform to its customers generally, then the Licensor may terminate the Maintenance Services by giving at least 30 days' written notice of termination to the User.

5.8      If the Maintenance Services are terminated in accordance with the provisions of this Clause 5:

(a)      the User must pay to the Licensor any outstanding Charges in respect of Maintenance Services provided to the User before the termination of the Maintenance Services;

(b)      the Licensor must refund to the User any Charges paid by the User to the Licensor in respect of Maintenance Services that were to be provided to the User after the termination of the Maintenance Services; and

(c)      the provisions of this Clause 5, excluding this Clause 5.8, shall cease to apply, but the other provisions of this EULA will continue notwithstanding such termination.

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## 6. Support Services

6.1     The Licensor shall provide the Support Services to the User during the Term.

6.2     The Licensor shall provide the Support Services with reasonable skill and care.

6.3     The Licensor may suspend the provision of the Support Services if any amount due to be paid by the User to the Licensor under this EULA is overdue, and the Licensor has given to the User at least 14 days' written notice, following the amount becoming overdue, of its intention to suspend the Support Services on this basis.

6.4     The Licensor may terminate the Support Services by giving the User at least 30 days' written notice expiring on or at any time after the first anniversary of the Effective Date.

6.5     If the Support Services are terminated in accordance with the provisions of this Clause 6, the User must pay to the Licensor any outstanding Charges in respect of Support Services provided to the User before the termination of the Support Services.

## 7. User Materials

7.1     The User grants the Licensor during the Term a non-exclusive licence to reproduce, distribute, store, copy and otherwise use the User Materials on the Platform for the purposes of operating the Platform and carrying out and providing the Services or any other obligations under this EULA.

7.2     Subject to Clause 7.1, all Intellectual Property Rights in the User Materials will remain, as between the parties, the property of the User.

7.3     The User warrants and represents to the Licensor that the Customer Materials, and their use by the Licensor in accordance with the terms of this EULA, will not:

(a)     infringe any person's Intellectual Property Rights or other legal rights; or

(b)     breach any applicable regulations, laws, statutes; or

(c)     give rise or occasion any cause of action against the Licensor or the User or any third party.

7.4     Any breach by the User of this Clause 7 will be deemed to be a material breach of this EULA for the purposes of Clause 15.

7.5     The Licensor shall ensure that the User Materials stored and processed by the Platform or as part of the Services are stored separately from, and are not co-mingled with, the materials or the Licensor's other customers.

## 8. No assignment of Intellectual Property Rights

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For the avoidance of doubt, nothing in this EULA shall operate to assign, transfer or dispose of any Intellectual Property Rights, including in the Platform, from the Licensor to the User, or from the User to the Licensor, and such relevant Intellectual Property Rights shall at all times remain the exclusive property of the Licensor or the User, as appropriate.

## 9. Charges

9.1     The User shall pay the Charges to the Licensor in accordance with this EULA, or as otherwise mutually agreed in writing between the User and the Licensor.

9.2     All amounts stated in or in relation to this EULA are, unless the context requires otherwise, stated exclusive of any applicable value added taxes, which will be added to those amounts and payable by the User to the Licensor.

## 10. Payments

10.1    The Licensor shall issue an invoice for the Charges to the User upon the User agreeing to the Licensor's statement of work.

10.2    The User must pay the Charges to the Licensor within no more than the period of 30 days following the issue of an invoice in accordance with this Clause 10.

10.3    The User must pay the Charges to the Licensor by bank transfer (using such payment details as are notified by the Licensor to the User from time to time).

10.4    If the User does not pay any amount properly due to the Licensor under this EULA, the Licensor may:

(a)     charge the User interest on the overdue amount at the rate of 8% per annum above the Bank of England base rate from time to time (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month); or

(b)     claim interest and statutory compensation from the User pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

## 11. Warranties

11.1    The Licensor warrants to the User that it has the legal right and authority to enter into this EULA and to perform its obligations under this EULA and that it will perform its obligations under this EULA with reasonable skill and care.

11.2    The Licensor warrants to the User that, so far as it is aware:

(a)     the Software as provided conforms in all respects with the Software Specification;

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(b)      the Software is supplied free from Software Defects and will remain free from Software Defects for a period of at least 12 months following the supply of the Software;

(c)      the Software is supplied free from viruses, worms, Trojan horses, ransomware, spyware, adware and other malicious software programs; and

(d)      the Software incorporates security features reflecting the requirements of good industry practice.

11.3    The Licensor warrants to the User that, so far as it is aware, the Software (excluding the Customer Materials), when and to the extent used by the User in accordance with this EULA and its terms, will not breach any relevant laws, statutes or regulations applicable under English law.

11.4    The Licensor warrants to the User that, so far as it is aware, the Software, when and to the extent used by the User in accordance with this EULA, will not infringe the Intellectual Property Rights of any person in any relevant jurisdiction and under any applicable law.

11.5    If the Licensor reasonably determines, or any third party alleges, that the use of the Software or the Platform by the User in accordance with this EULA infringes any person's Intellectual Property Rights, the Licensor may acting reasonably at its own cost and expense:

(a)      modify the Software or the Platform, as applicable, in such a way that it no longer infringes the relevant Intellectual Property Rights, providing that any such modification must not introduce any Software Defects into the Software or the Platform and must not result in the Software or Platform failing to conform with the Software Specification; or

(b)      procure for the User the right to use the Software in accordance with this EULA.

11.6    The User warrants to the Licensor that it has the legal right and authority to enter into this EULA and to perform its obligations under this EULA.

11.7    All of the parties' warranties in respect of the subject matter of this EULA are expressly set out in this EULA. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this EULA will be implied into this EULA or any related contract.

## 12.      Acknowledgements and warranty limitations

12.1    The User acknowledges and accepts that complex software is never entirely free from defects, errors, bugs and/or security vulnerabilities, and accordingly subject to the other provisions of this EULA, agrees that the Licensor gives no warranty or representation that the Software (a) will be entirely free from defects, errors and bugs or entirely secure; or (b) will be entirely secure.

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12.2     The User acknowledges and accepts that the Software is only designed to be compatible with that software specified as compatible in the Software Specification; and accordingly agrees that the Licensor does not warrant or represent that the Software will be compatible with any other software.

12.3     The User acknowledges and accepts that the Licensor will not provide any legal, financial, accountancy or taxation advice under this EULA or in relation to the Software; and accordingly, except to the extent expressly provided otherwise in this EULA, agrees that the Licensor does not warrant or represent that the Software or the use of the Software by the User will not give rise to any legal liability on the part of the User or any other person.

## 13.     Indemnities

13.1     The Licensor shall indemnify and shall keep indemnified the User against any and all liabilities, damages, losses, costs and expenses (including reasonable legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by the User and arising directly or indirectly as a result of any breach by the Licensor of this EULA (a "**Licensor Indemnity Event**").

13.2     Without prejudice to the Licensor's obligations under Clause 13.1, the User must and agrees to:

(a)     as soon as reasonably practicable upon becoming aware of an actual or potential Licensor Indemnity Event, notify the Licensor of such actual or potential Licensor Indemnity Event;

(b)     provide the Licensor with all such assistance as may be reasonably requested by the Licensor in relation to the actual or potential Licensor Indemnity Event;

(c)     allow the Licensor the exclusive conduct of all disputes, proceedings, negotiations and settlements with third parties relating to the actual or potential Licensor Indemnity Event; and

(d)     not admit liability to any third party in connection with the actual or potential Licensor Indemnity Event or settle any disputes or proceedings involving a third party and relating to the actual or potential Licensor Indemnity Event without the prior written consent of the Licensor.

13.3     The User shall indemnify and shall keep indemnified the Licensor against any and all liabilities, damages, losses, costs and expenses (including reasonable legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by the Licensor and arising directly or indirectly as a result of any breach by the User of this EULA (a "**User Indemnity Event**").

13.4     Without prejudice to the User's obligations under Clause 13.3, the Licensor must:

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(a) as soon as reasonably practicable upon becoming aware of an actual or potential User Indemnity Event, notify the User of such actual or potential User Indemnity Event;

(b) provide the User with all such assistance as may be reasonably requested by the User in relation to the actual or potential User Indemnity Event;

(c) allow the User the exclusive conduct of all disputes, proceedings, negotiations and settlements with third parties relating to the actual or potential User Indemnity Event; and

(d) not admit liability to any third party in connection with the actual or potential User Indemnity Event or settle any disputes or proceedings involving a third party and relating to the actual or potential User Indemnity Event without the prior written consent of the User.

13.5 The indemnity protections set out in this Clause 13 shall be subject to the limitations and exclusions of liability set out in this EULA.

**14. Limitations and exclusions of liability**

14.1 Nothing in this EULA will:

(a) limit or exclude any liability for death or personal injury resulting from negligence;

(b) limit or exclude any liability for fraud or fraudulent misrepresentation;

(c) limit any liabilities in any way that is not permitted under applicable law; or

(d) exclude any liabilities that may not be excluded under applicable law,

and, if a party is a consumer, that party's statutory rights will not be excluded or limited by this EULA, except to the extent permitted by law.

14.2 The limitations and exclusions of liability set out in this Clause 14 and elsewhere in this EULA:

(a) are subject to Clause 14.1; and

(b) govern all liabilities arising under this EULA or relating to the subject matter of this EULA, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in this EULA.

14.3 The Licensor will not be liable to the User in respect of any losses arising out of a Force Majeure Event.

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14.4 The Licensor will not be liable to the User in respect of any loss of profits or anticipated savings.

14.5 The Licensor will not be liable to the User in respect of any loss of revenue or income.

14.6 The Licensor will not be liable to the User in respect of any loss of business, contracts, opportunities, reputation or goodwill.

14.7 The Licensor will not be liable to the User in respect of any loss or corruption of any data, database or software.

14.8 The Licensor will not be liable to the User in respect of any special, indirect or consequential loss or damage.

14.9 The aggregate liability of the Licensor to the User under this EULA in respect of any event or series of related events shall not exceed the total amount paid and payable by the User to the Licensor under this EULA in the 12 month period preceding the commencement of the relevant event or events giving rise to the claim.

## 15. Termination

15.1 The Licensor may terminate this EULA by giving to the User not less than 30 days' written notice of termination after the end of the Minimum Term.

15.2 The User may terminate this EULA by giving to the Licensor not less than 30 days' written notice of termination, after the end of the Minimum Term.

15.3 Either party may terminate this EULA immediately by giving written notice of termination to the other party if:

(a) the other party commits any material breach of this EULA, and the breach is not remediable;

(b) the other party commits a material breach of this EULA, and the breach is remediable but the other party fails to remedy the breach within the period of 30 days following the giving of a written notice to the other party requiring the breach to be remedied; or

(c) the other party repeatedly breaches this EULA (irrespective of whether such breaches collectively constitute a material breach).

15.4 Either party may terminate this EULA immediately by giving written notice of termination to the other party if:

(a) the other party:

(i) is dissolved;

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(ii)     ceases to conduct all (or substantially all) of its business;

(iii)    is or becomes unable to pay its debts as they fall due;

(iv)    is or becomes insolvent or is declared insolvent; or

(v)     convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;

(b)     an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;

(c)     an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under this EULA); or

(d)     if that other party is an individual:

(i)     that other party dies;

(ii)    as a result of illness or incapacity, that other party becomes incapable of managing his or her own affairs; or

(iii)   that other party is the subject of a bankruptcy petition or order.

15.5    The Licensor may terminate this EULA immediately by giving written notice to the User if:

(a)     any amount due to be paid by the User to the Licensor under this EULA is unpaid by the due date and remains unpaid upon the date that written notice of termination is given; and

(b)     the Licensor has given to the User at least 30 days' written notice, following the failure to pay, of its intention to terminate this EULA in accordance with this Clause 15.5.

## 16.    Effects of termination

16.1    Upon the termination of this EULA, all of the provisions of this EULA shall cease to have effect, save that the following provisions of this EULA shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1, 10.4, 13, 14, 16 and 20.

16.2    Except to the extent that this EULA expressly provides otherwise, the termination of this EULA shall not affect the accrued rights of either party.

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16.3     Within 30 days following the termination of this EULA for any reason the User must pay to the Licensor any Charges in respect of Services provided to the User before the termination of this EULA and in respect of licences in effect before the termination of this EULA.

16.4     For the avoidance of doubt, the licences of the Software and the Platform in this EULA shall terminate upon the termination of this EULA, and, accordingly, the User must immediately cease to use the Software and the Platform upon the termination of this EULA and agrees to procure that any of its employees or persons authorised by it to use the Software and the Platform shall cease to use the Software and the Platform upon the termination of this EULA.

16.5     Within 10 Business Days following the termination of this EULA, the User must:

(a)     return to the Licensor, or dispose of as the Licensor may instruct, all media in its possession or control containing any part of the Software; and

(b)     irrevocably delete from all computer systems in its possession or control all copies of the Software and access to the Platform.

## 17.     Data Protection

17.1     The User warrants that it has the legal right to disclose all Personal Data that it discloses, or may disclose, to the Licensor under or pursuant to this EULA.

17.2     The Licensor warrants that it has in place appropriate security measures to deal with and combat both the unauthorised or unlawful processing of Personal Data as well as any loss of corruption of Personal Data processed by the Licensor for or on behalf of the User.

## 18.     Force Majeure Event

18.1     If a Force Majeure Event results in a failure or delay in a party performing its obligations under this EULA, the relevant obligations (which shall not include payment obligations) will be temporarily suspended for the duration of the Force Majeure Event.

18.2     A party who becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in performing its obligations under this EULA, will:

(a)     notify the other party as soon as practicable upon becoming aware of such Force Majeure Event; and

(b)     inform the other party of the period which it estimates that such failure or delay will persist.

18.3     Nothing in this Clause 18 shall prevent any party affected by a Force Majeure Event from mitigating the effects of the Force Majeure Event.

## 19.     Notices

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19.1    To be valid, any communication and/or information to be given in connection with this EULA must be in writing in English and either be delivered by hand or sent by first class post, email or other electronic form for the attention of the relevant, and to the relevant address or email address notified by the parties to each other.

19.2    A communication or notice sent or given according to Clause 19.1 shall be deemed to have been received:

(a)    if delivered by hand, at the time of delivery;

(b)    if sent by pre-paid first class post, on the second day after posting; or

(c)    if sent by email or other electronic form, at the time of completion of the transmission by the sender (provided the sender retains written evidence of the transmission),

expect that if a comminitatuin or notice is received between 5.30pm on a Business Days and 9.30am on the next Business Day, it shall be deemed to have been received at 9.30am on the second of such Business Days.

## 20.    General

20.1    No breach of any provision of this EULA shall be waived except with the express written consent of the party not in breach. The express or implied waiver by any party of any of its rights or remedies arising under this EULA or by law shall not constitute a continuing waiver of the right or remedy waived or a waiver of any other right or remedy.

20.2    Nothing in this EULA is intended to or shall be construed as establishing or implying any partnership of any kind between the parties.

20.3    If any provision of this EULA is held to be invaled or unenforceable by any judicial or other competent authority, all other provisions of this EULA will remain in full force and effect and will not in any way be impaired. If any provision of this EULA is held to be invalud or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question will apply with the minimum modifications necessary to make it valid and enforceable.

20.4    This EULA may not be varied or amended except by a written document signed by or on behalf of each of the parties.

20.5    Each party hereby agrees that the other party may assign any or all of its contractual rights and/or obligations under this EULA to any Group Company of the assigning party or any successor to all or a substantial part of the business of the assigning party from time to time. Save as expressly provided in this Clause 20.5 or in this EULA, neither party may without the prior written consent of the other party assignm transfer, charge, licence or otherwise dispose of or deal in this EULA or any contractual rights or obligations under this EULA.

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20.6 This EULA is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this EULA are not subject to the consent of any third party.

20.7 Subject to Clause 14.1, this EULA shall constitute the entire agreement between the parties in relation to the subject matter of this EULA, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

20.8 This EULA (and any dispute or claim relating to it or its subject matter (including non-contractual claims)) is governed by and is to be construed in accordance with the laws of England and Wales.

20.9 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any claim, dispute or issue (including non-contractual claims) which may arise out of or in connection with this EULA.

## 21. Interpretation

21.1 In this EULA, a reference to a particular law, statute or statutory provision is a reference to it as it is in force for the time being taking account of any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it.

21.2 The Clause headings are inserted for convenience only and do not affect the interpretation or construction of this EULA.

21.3 References in this EULA to "calendar months" are to the 12 named periods (January, February and so on) into which a year is divided.

21.4 In this EULA, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

21.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

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