

## Standard Terms & Conditions for the Supply of Services (version 071024)

### Between:

- (1) **Smart And Easy NV**, a public limited company registered in Belgium with its registered office at 1000 Brussels, Havenlaan 86C box 204 (VAT BE 0646.697.416 – RLE Brussels (Dutch-speaking division)) ("Parble"); and
- (2) **The entity whose name, registration number and registered office is as detailed on the Parble order form, signed by an authorised officer of each party** ("Customer").

Customer agrees to purchase services as specified in the Order Form agreed by the parties ("Order Form") and which shall be subject to these terms and conditions ("Terms"). Together the Order Form and the Terms are the "Agreement". This Agreement shall only come into force when an Order Form has been issued to Customer by Parble, Customer has returned it signed to Parble and Parble has returned to Customer a countersigned copy of that Order Form. No other terms shall apply to the supply of any services by Parble to Customer other than the terms expressly set out in this Agreement. For the avoidance of doubt the terms of any Customer purchase order shall not be legally binding and may not act as a form of offer, counter-offer, modification, addition to and/or variation of this Agreement and/or any Order Form. In the event of any conflict between the Terms and the Order Form, the order of precedence shall be firstly, these Terms and then the Order Form, unless it is expressly stated in the Order Form that the provision is to prevail over these Terms.

### 1 SUPPLY OF SOFTWARE AS A SERVICE

- 1.1 Parble grants to Customer a non-exclusive, non-transferable limited licence to use the hosted service identified in the Order Form ("Hosted Service") subject to: (a) the terms of this Agreement; and (b) any provisions and/or restrictions set out in the Order Form. The Hosted Service includes any new versions and/or releases of such software and/or documentation made available to Customer by Parble. For the avoidance of doubt the Hosted Service, and any updates or maintenance releases thereof, shall be made available only on a hosted basis and will not be delivered in object code or physical media to Customer.
- 1.2 The Order Form will specify the initial term of the provision of the Hosted Service. The Hosted Service shall be provided subject to Parble's standard service levels which are set out in the relevant Order Form and which Parble may amend from time to time (provided it does not substantially decrease service levels without the prior written consent of Customer). Customer shall ensure that its use of the Hosted Service shall be in compliance with all applicable laws. Customer shall not use the Hosted Service to store or distribute illegal or infringing content and agrees that if Parble receives notices from third parties alleging the presence of such content in the Hosted Service being hosted by Parble, Parble shall be entitled to take whatever action as Parble deems fit, including deleting such content, without liability to Customer.
- 1.3 The Hosted Service is only for Customer's internal use save as expressly provided otherwise in the Order Form.
- 1.4 The Hosted Service is provided only for the limited purpose for which it was designed and is for use only in connection with equipment that complies with Parble's minimum equipment and site requirements which are available on request (as updated from time to time) or as may be specified in the Order Form.
- 1.5 Customer is prohibited from decompiling, reverse engineering, disassembling, or otherwise reducing the Hosted Service to a human-perceivable form except as permitted by any applicable law. Where permitted by applicable law, the Customer shall agree to first make a written request to Parble for it to supply the relevant information required specifying in reasonable detail the extent and objectives of the proposed decompilation, disassembly or unbundling exercise. Parble shall be entitled to a reasonable fee for the provision of such information.
- 1.6 Except as expressly provided in this Agreement no right is granted to translate, adapt, arrange, alter and/or modify the Hosted Service or any part of it and Customer shall not do or attempt any of such acts, whether for error correction or otherwise except in so far as Customer may lawfully do so without the authorisation of Parble.
- 1.7 Customer will give prompt notice to Parble as soon as it becomes aware that Customer has exceeded any restrictions and/or usage limits specified in the Order Form in relation to the Hosted Service.
- 1.8 Customer shall not, and shall not permit any third party to, use, rent, loan, "frame", "mirror", distribute or otherwise deal in the Hosted Service (or any component thereof) and in particular shall not use the same to process data for third parties or provide a bureau service or other outsourced service to third parties.

## 2 PROVISION OF SERVICES

- 2.1 Parble will provide the services set out in the Order Form being either the Hosted Service, professional services and/or support & maintenance services ("Services"). Notwithstanding any provision of any Order Form to the contrary all dates for the provision of the Services shall be estimates only.
- 2.2 Customer shall provide or procure that Parble is granted such access to Customer's premises, equipment, personnel, data, systems and/or infrastructure as is reasonably required to perform the Services (including to allow Services to be delivered remotely at Parble or other locations).
- 2.3 Customer shall comply with the reasonable instructions of Parble as may be relevant to the Services and Customer shall provide all reasonable co-operation to Parble in its provision of the Services. Parble will comply with any reasonable health and safety requirements imposed by Customer on Parble staff at Customer's site provided that Parble shall not be liable for any delay and/or non-performance caused by the time needed to review and/or reasonable inability to comply with such policies.
- 2.4 Parble reserves the right to engage a sub-contractor to perform the Services provided that Parble shall remain liable to Customer for any breach by Parble's subcontractor of Parble's obligations under this Agreement subject to the terms hereof.
- 2.5 If Parble has been unable to complete professional services within 90 days of the estimated completion date due to any act or omission of Customer or its third party suppliers then Parble shall be deemed to have completed such professional services and shall be entitled to charge for them in full.
- 2.6 Professional services shall be calculated and charged as set out in the relevant Order Form.
- 2.7 For clarity, Parble has no obligation to support Customer's own technology, internal infrastructure, provide free training and/or provide consulting on Customer created content such as views, applications, reports, configurations and/or third party technologies and services unless expressly agreed to in writing in an Order Form.
- 2.8 Customer agrees to: (a) use and operate the Hosted Service in accordance with any relevant operating manuals and Parble's instructions and/or recommendations; (b) nominate and suitably train at least one dedicated support contact; and (c) ensure that only suitably trained and experienced individuals submit service requests. Parble shall have no liability or obligation to provide support and maintenance services in relation to faults or service delays caused by Customer default, customisations, incorrect environments and/or Customer staff not being suitably trained/skilled.
- 2.9 Parble may record telephone calls between representatives of Customer and representatives of Parble for training and service improvement purposes.

## 3 PRICE & PAYMENT

- 3.1 All sums payable under this Agreement are exclusive of any VAT. Customer is responsible for all taxes, charges, levies, assessments and other fees of any kind imposed on the purchase of the Services. Customer shall not be entitled to set off amounts due to it against any amounts due to Parble pursuant to, or in connection with this Agreement or pursuant to or in connection with any other agreement made between the parties.
- 3.2 Customer shall pay Parble's reasonable out of pocket travel, accommodation and subsistence expenses incurred by Parble in attending any location outside of Parble's offices as requested by Customer.
- 3.3 Parble shall invoice Customer for the charges due hereunder as set out in the Order Form. Customer shall pay all amounts due without deduction or withholding in pounds sterling within 30 days of date of Parble's invoice. Parble may without prejudice to its other rights and/or remedies suspend Customer's right to use and/or Parble's provision of the Services (or any part thereof) and/or the performance of its obligations under any Order Form if Customer fails to pay any amount due to Parble on time. Interest on late payments shall be charged by Parble at the rate of 2% per annum above the base lending rate from time to time of the Bank of England, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgement.

## 4 WARRANTIES

- 4.1 Parble warrants that all Services will be carried out with reasonable care and skill. Parble warrants that it will use reasonable endeavours to provide the Hosted Service in substantial conformance with Parble's standard documentation for the Hosted Service as applicable. Customer specifically acknowledges and accepts that the Hosted Service will not always be accurate or error free and that Customer must itself implement appropriate measures to verify the output of the Hosted Services and prevent errors in its operations as a result. Customer acknowledges and accepts that the Hosted Service will not function without interruption. Customer is responsible for ensuring that the facilities and functions in the Services meet its requirements. Parble shall have no liability or obligations under the aforesaid warranties unless it has received written notice of the breach of warranty in question no later than 60 days after the date on which Parble performed the act or omission which caused the breach of warranty. Customer hereby agrees that its sole remedy in respect of any breach of the said warranties is that Parble will remedy such breach without charge to Customer and if in Parble's reasonable opinion, Parble is unable to remedy any such breach then its liability for that failure is limited to refunding a reasonable portion of the fees paid for the relevant Services for 12 months prior to the date of the breach (where such portion shall be calculated by Parble acting reasonably and having regard to the circumstances of the breach in question).
- 4.2 Both parties will take reasonable steps to ensure that their own computer systems are virus checked and that they do not transmit viruses to the other party.
- 4.3 Except as expressly set forth in this Agreement all warranties, conditions, representations and other terms implied by statute or common law in respect of the Services are, to the fullest extent permitted by law, excluded.

## 5 LIMITATION OF LIABILITY

- 5.1 This clause 5 sets out the entire financial liability of Parble (including any liability for the acts or omissions of its employees, agents and sub-contractors) to Customer in respect of all matters arising out of this Agreement and/or the Order Form.
- 5.2 Nothing in this Agreement and/or the Order Form shall be construed as limiting or excluding the liability of Parble:
  - 5.2.1 for death or personal injury resulting from negligence; or
  - 5.2.2 for any damage or liability incurred by Customer as a result of fraud (including a fraudulent misrepresentation) by Parble; or
  - 5.2.3 for any liability which cannot lawfully be limited or excluded.
- 5.3 Subject to clause 5.2, Parble shall not be liable to Customer for any of the following (where in each of clauses 5.3.1 to 5.3.7 inclusive whether of a direct or indirect nature):
  - 5.3.1 loss of, damage to and/or corruption of data;
  - 5.3.2 loss of profits;
  - 5.3.3 loss of business;
  - 5.3.4 depletion of goodwill;
  - 5.3.5 loss of anticipated savings;
  - 5.3.6 loss of contract;
  - 5.3.7 loss of use; and/or
  - 5.3.8 special, indirect or consequential loss.
- 5.4 Subject to clause 5.2, Parble's total liability for any and all claims in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether negligent or innocent), restitution or otherwise arising in connection with the performance or contemplated performance of this Agreement and/or the Order Form (or any collateral contract) shall be limited to 100% of the fee paid and payable pursuant to this Agreement by Customer for the 12 months preceding the date on which the cause of action giving rise to the claim arose.
- 5.5 Parble shall not be liable for any loss or damage suffered by Customer where such loss or damage is suffered in consequence of any unavailability or failure or interruption of the Services arising from any of Customer's systems, equipment or any third party equipment or where caused by Customer's acts or omissions or inadequately trained Customer personnel. Customer acknowledges and agrees that the Hosted Service may be subject to interruption, limitations, delays, and other problems inherent in the use of Internet applications and electronic communications. Parble is not responsible for any such delays, delivery failures, or any other damage resulting from events beyond Parble's reasonable control, without regard to whether such events are reasonably foreseeable by Parble.

5.6 If Parble's performance of its obligations under this Agreement and/or the Order Form is prevented or delayed by any act or omission of Customer, its agents, sub-contractors and/or employees, Parble shall not be liable for any costs, charges and/or loss sustained or incurred by Customer arising directly or indirectly from such prevention or delay.

## 6 INTELLECTUAL PROPERTY

6.1 All intellectual property rights in the Services (including any modifications, alterations or adaptations thereto whether made by Parble, Customer or any third party and in relation to any software provided by Parble) are and shall remain the sole property of Parble (or its licensors). Parble shall not acquire any intellectual property rights in any data that Customer inputs to the Hosted Service ("Customer Data"). Subject to Parble's obligations pursuant to clause 7.1 Parble will not be prevented or restricted by this Agreement from developing and using any techniques, ideas, concepts, information and/or know-how relating to methods and/or processes of general application including those in the field of information technology and business processes that have been learnt in the course of performing Parble's obligations under this Agreement.

6.2 With respect to all Customer Data, content, designs, processes or other intellectual property and/or confidential information Customer shall ensure that it has all rights, consents and authority therein to provide the same to Parble and/or to process the same via the Hosted Service.

6.3 Subject always to the limitations and exclusions of liability set out in clause 5, Parble shall indemnify and hold Customer harmless against its reasonable losses, liabilities and damages directly arising from any claim that the current release of the Hosted Service infringes the copyright of a third party ("Claim") provided that Customer complies with clauses 6.4 to 6.6 (inclusive) and provided that the Claim does not arise as a result of: (a) the use of the Hosted Service in combination with any of Customer's content, applications, products, services, hardware, designs, business processes and/or Customer Data; (b) the use of the Hosted Service in combination with any material not supplied by Parble; (c) use of the Hosted Service, or any documentation in a manner contrary to this Agreement or any instructions given to the Customer by Parble; and/or, (d) a modification to the Hosted Service that is not undertaken by Parble.

6.4 Customer shall promptly give notice in writing to Parble if it becomes aware of any: (a) Claim; and/or (b) any infringement or suspected infringement by a third party of the intellectual property rights relating to Services.

6.5 Parble shall, in its absolute discretion, decide what action to take in respect of any Claim. Parble shall conduct and have sole control over any consequent action that it deems necessary and Parble shall be entitled to all damages and other sums that may be paid or awarded as a result of that action. Customer shall not (whether through action or inaction) prejudice Parble's defence of such Claim.

6.6 In relation to any Claim, Customer shall, at Parble's reasonable cost, provide such assistance and shall take such steps or actions as Parble may consider reasonable or appropriate to prevent or to terminate the infringement and/or to defend the Claim.

6.7 Parble shall have the right to replace and/or change all or part of the Services in order to avoid any infringement provided the same does not have a substantial detrimental effect on the relevant Services.

6.8 Parble shall be entitled to use Customer's corporate name and logo on Parble promotional/communication materials simply to indicate that the Customer is a customer of Parble.

## 7 CONFIDENTIALITY

7.1 Subject to Clause 7.3 each party shall keep in strict confidence the Services, all technical or commercial know-how, specifications, inventions, processes and/or initiatives which are of a confidential nature and which have been disclosed by one party (the "Disclosing Party") to the other (the "Receiving Party"), its employees, agents and/or sub-contractors and any other confidential information concerning the Disclosing Party's business which the Receiving Party may obtain as a result of such disclosure ("Confidential Information"). Each party shall restrict disclosure of such Confidential Information to such of the Receiving Party's employees, agents and/or sub-contractors as may need to know the same for the purposes of this Agreement, and shall ensure that its employees, agents and/or sub-contractors are subject to obligations of confidentiality corresponding to those which bind the parties to this Agreement. The Receiving Party shall be liable for any breach of the obligations in this Agreement by any of its employees, agents and/or sub-contractors.

- 7.2 The obligations of confidentiality in clause 7.1 shall not apply to any information which: (a) was lawfully in the possession of the Receiving Party prior to its disclosure by the Disclosing Party; (b) is already public knowledge or becomes so at a future date (other than as a result of a breach by the Receiving Party of this Agreement); (c) comes into the Receiving Party's knowledge from a third party who lawfully possesses such information and such disclosure is not in breach of a duty of confidence; (d) is required to be disclosed pursuant to any statute, regulation, applicable stock exchange rule, ordinance or order of a court of competent jurisdiction (subject to the Receiving Party, where reasonably practicable, giving the Disclosing Party not less than two Working Days (where a **"Working Day"** will mean 9am – 5.30pm Monday-Friday excluding Central European Time public holidays) written notice thereof); or, (e) independently developed by the Receiving Party without access to or knowledge or use of the Confidential Information.
- 7.3 This Clause 7 shall not apply to any Personal Data (as defined below) which is the subject of Clause 8 below.

## 8 DATA PROTECTION

- 8.1 The Data Protection Act 2018 shall be defined herein as the **"DPA"**. The General Data Protection Regulation shall be defined herein as **"GDPR"**. **"Data Controller"**, **"Data Processor"**, **"Personal Data"**, **"Process"**, shall have the meanings ascribed to them by the DPA and GDPR.
- 8.2 The type of Personal Data Processed pursuant to this Agreement and the subject matter, duration, nature and purpose of the Processing, and the categories of data subjects, are as described in the relevant Order Form.
- 8.3 In respect of the parties' rights and obligations under this Agreement regarding the Personal Data, the parties hereby acknowledge and agree that the Customer is the Data Controller and Parble is the Data Processor and accordingly Parble agrees that it shall Process all Personal Data in accordance with its obligations pursuant to this Clause 8.3 and Clause 8.4. Notwithstanding any other provision in this Agreement to the contrary, in relation to the Services the Customer:
  - 8.3.1 will comply with the DPA and/or GDPR (as applicable) at all times;
  - 8.3.2 will, as between the parties, have sole responsibility for the accuracy and quality of the Personal Data and the means by which the Customer acquired the Personal Data;
  - 8.3.3 shall ensure that it has all rights, consents and authority to permit Parble to lawfully Process such Personal Data;
  - 8.3.4 agrees that it is responsible for implementing its own policies and decisions in relation to its compliance with the DPA and/or GDPR (as applicable) and for ensuring that those policies are in compliance with the DPA and/or GDPR (as applicable);
  - 8.3.5 agrees that Parble is not providing any advice to Customer as to Customer's compliance with the DPA and/or GDPR (as applicable);
  - 8.3.6 agrees that Parble will not in respect of each instance be in breach of this Agreement nor will Parble be in any other way liable to Customer for and/or be responsible to Customer for any consequences arising from Processing Personal Data where Parble has done so in accordance with Customer instructions relating thereto;
  - 8.3.7 agrees that Customer policies in relation to its compliance with the DPA and/or GDPR (as applicable) must be reasonable; and
  - 8.3.8 agrees to undertake a proper review of the Services and the associated Customer policies and/or instructions reflected within the Services in relation to compliance with the DPA and/or GDPR (as applicable) prior to putting the Services into operational use and Customer agrees not to put the Services into operational use where such a review identifies any material risk of non-compliance with the DPA and/or GDPR (as applicable). Customer agrees to keep the Hosted Service subject to such review on an ongoing basis and in particular will undertake such reviews prior to deploying any changes made to the Hosted Service by Customer and/or Parble and Customer agrees not to put any such changes into operational use where such a review identifies any material risk material in relation to data security measures and/or to applicable data protection laws; and
  - 8.3.9 grants a general authorisation to Parble to appoint third party service providers as sub-processors to support the performance of the Services.

8.4 Notwithstanding any other provision in this Agreement to the contrary Customer agrees that in Processing Personal Data that Parble's obligations in this Agreement are as follows:

- 8.4.1 Parble shall only Process the Personal Data in order to provide the Services and shall act only in accordance with this Agreement and the Customer's written instructions issued from time to time;
- 8.4.2 Parble shall as soon as reasonably practicable upon becoming aware, inform the Customer if, in Parble's opinion, any instructions provided by Customer infringe the DPA and/or GDPR (as applicable);
- 8.4.3 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Parble shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk in particular protection against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise Processed pursuant to this Agreement;
- 8.4.4 Parble shall take reasonable steps to ensure the reliability of any of its staff who will have access to the Personal Data and ensure that anyone who accesses it shall respect and maintain all due confidentiality;
- 8.4.5 Parble shall without undue delay after becoming aware, notify Customer of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed under this Agreement ("**Personal Data Breach**");
- 8.4.6 Parble shall as soon as reasonably practicable following, and in any event within sixty (60) days of, termination or expiry of this Agreement or completion of the Services, delete or return to Customer (at the Customer's direction) all Personal Data (including copies thereof) Processed pursuant to this Agreement;
- 8.4.7 Parble shall provide such assistance as Customer reasonably requests (taking into account the nature of Processing and the information available to Parble) to the Customer in relation to Customer's obligations under the DPA and/or GDPR (as applicable) with respect to: (a) responding to requests from any data subject seeking to exercise its rights under the DPA and/or GDPR (as applicable); (b) data protection impact assessments (as such term is defined in the DPA and/or GDPR (as applicable)); (c) notifications to the supervisory authority under the DPA and/or GDPR (as applicable) and/or communications to data subjects by the Customer in response to any Personal Data Breach; and (d) the Customer's compliance with its obligations under the DPA and/or GDPR (as applicable) with respect to the security of Processing; provided that in relation to the foregoing Customer shall pay Parble's charges for providing such assistance at Parble's then current standard professional services rates.

8.5 Parble shall not cause or permit any Personal Data to be transferred or Processed outside the United Kingdom and/or European Union without first seeking the instructions of the Customer.

## 9 TERM AND TERMINATION

- 9.1 The term of use of the Hosted Service is as set out in clause 1.2 above.
- 9.2 Either party may terminate this Agreement immediately on giving written notice to the other party if: (a) the other party commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or, (b) the other party becomes insolvent or is otherwise unable to pay its debts as they fall due.

## 10 CONSEQUENCES OF TERMINATION

- 10.1 On termination or expiry of this Agreement for any reason Customer shall:
  - 10.1.1 immediately pay to Parble all outstanding unpaid invoices together with any amounts due in respect of Services supplied but not yet invoiced;
  - 10.1.2 immediately deliver up to Parble any related manuals and documentation (and all copies thereof) provided by Parble; and
  - 10.1.3 immediately deliver up and/or permanently destroy all copies of Parble's Confidential Information and copies of programs, manuals and documentation used by Parble for the provision of Services.
- 10.2 If Customer fails to perform its obligations under clause 10.1, then Parble may enter Customer's premises and take possession of such Parble Confidential Information.

10.3 If requested by Customer within thirty (30) days of the expiration or termination of this Agreement, Parble shall make available to Customer all Customer Data stored within the Hosted Service at the time of expiration or termination. Sixty (60) days after termination, Parble shall have no further obligation to Customer and may, at its option, permanently delete or destroy the Hosted Service and all information and materials contained therein, including Customer Data. Parble will make transition services available to Customer at Parble's then current standard professional services rates for such services in order to reasonably assist Customer in transitioning Customer Data into other proprietary formats, however Parble does not warrant that the data format used by Parble will be the same as or directly interoperable with other systems used by Customer. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for Parble to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Parble. Parble shall not be responsible for any loss, destruction, alteration and/or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by Parble to perform services related to Customer Data maintenance and back-up).

10.4 The accrued rights, remedies, obligations and/or liabilities of each party shall, notwithstanding any specific provision herein, survive the termination of this Agreement.

10.5 For the avoidance of doubt for any professional services performed on a fixed price basis Parble may charge Customer on a quantum meruit basis for any such professional services performed up to the date of termination of this Agreement and for any other reasonable charges to which Parble is committed in respect of the anticipated performance of those services which may be immediately invoiced by Parble and shall be payable by the Customer notwithstanding such termination.

10.6 The provisions of clauses 3, 5, 6, 7, 8, 9, 10 and 11 will survive the termination of this Agreement.

## 11 GENERAL

11.1 This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes and extinguishes any prior drafts, agreements, undertakings, understandings, promises, warranties, representations and/or conditions, whether oral or written, express or implied between the parties relating to its subject matter. Each party acknowledges to the other that it has not been induced to enter into this Agreement by, nor has it relied upon, any representations, promises, covenants and/or undertakings of the parties with respect to such subject matter other than those expressly set out in this Agreement. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement. This Agreement may not be modified except by written document signed by authorised representatives of Parble and Customer.

11.2 Any notice under this Agreement must be in writing and must be addressed to a director of the other party (or equivalent position) and be personally delivered, or sent by either (a) courier, (b) registered mail, (c) first-class postage prepaid, or (d) sent by email (provided that the sender confirms the email by sending an original confirmation copy by courier, registered mail or first class pre-paid postage within 3 Working Days after transmission) to the recipient party at its registered office or such changed address as will be notified by one party to the other in writing for the purposes of this clause. Any notice will be deemed to have been given: (i) in the case of personal delivery, at the time of personal delivery, (ii) in the case of email, upon transmission provided confirmation is sent as described above, or (iii) in the case of courier service, first class postage or registered mail, 3 Working Days after the date and time of mailing. This clause does not apply to the service of any proceedings or other documents in any legal action.

11.3 Customer shall not be entitled to novate, transfer or assign this Agreement without the prior written consent of Parble.

11.4 Neither party is responsible for failure to fulfil its obligations in this Agreement due to causes beyond its reasonable control that directly or indirectly delay or prevent its timely performance hereunder and if a party shall become aware of any such causes it shall promptly inform the other party thereof.

11.5 The parties shall comply with their respective obligations under applicable law regarding anti-bribery and anti-corruption.

11.6 No employment, partnership or agency relationship will be deemed to exist between Customer and Parble.

- 11.7 For the duration of this Agreement and for six months following its expiry or termination, Customer will not solicit the employment or services of any personnel of Parble who has been engaged in connection with this Agreement.
- 11.8 Each right or remedy of a party under this Agreement is without prejudice to any other right or remedy of that party whether under this Agreement or not.
- 11.9 Customer shall permit reasonable access by Parble to its premises during Working Days to audit compliance with the terms of this Agreement.
- 11.10 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement. If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 11.11 Failure or delay by a party in enforcing or partially enforcing any provision of this Agreement shall not be construed as a waiver of any of its rights under this Agreement.
- 11.12 Any waiver by a party of any breach of, or any default under, any provision of this Agreement by the other party shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of this Agreement.
- 11.13 Except as expressly stated therein, the parties to this Agreement do not intend that any term of this Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 11.14 The Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

# Parble

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