



Contact Details

Prepared By		Prepared For	
Company Address	Imperial Building 20-22 Victoria Street Nottingham Nottinghamshire NG1 2EX United Kingdom	Contact Email	
Quote Reference	SALES AGENT243858	Company Name	Letisko M. R. Štefánika – Airport Bratislava, a.s.
Date of Issue	10-Dec-2024	Billing Address	Letisko M. R. Štefánika 823 11 Bratislava 22 PO Box 160 Slovakia
Date of Expiry	18-Jan-2025		
Status	Issued		

Quote Line Items

Product	Sales Price	Quantity	Discount (Percentage)	Total Price
2025 APX Basic Subscription Renewal 4024	GBP 21,000.00	1	66.84%	GBP 6,963.60
2025 APX Schedules Add-on 4024	GBP 2,500.00	1	66.84%	GBP 829.00
APX Additional User	GBP 500.00	3	100.00%	GBP 0.00
2026 APX Basic Subscription Renewal 4024	GBP 22,400.00	1	67.27%	GBP 7,331.52
2026 APX Schedules Add-on 4024	GBP 2,600.00	1	67.27%	GBP 850.98
APX Additional User	GBP 500.00	3	100.00%	GBP 0.00

Totals

Blended Discount	68.98%
Total Price	GBP 15,975.10

Description 2 Year subscription to APEX
Modules: Schedules, Fares, Route Performance
Year 1 - £7,793
Year 2 - £8,182

Contract Start Date: 27th January 2025

NO AUTO RENEW AFTER YEAR 2

The contract shall commence on the Commencement Date and shall remain in force for the period of 2 years as of the Commencement Date, unless terminated earlier in accordance with clause 14.2 of the Terms and Conditions. For the avoidance of doubt, the Parties hereby declare that in their mutual Contract the provisions of the Terms and Conditions article 14.1 shall not apply.

Quote Acceptance and Order Confirmation

Signature	Date: _____
Name	_____
Title	_____



Terms & Conditions

This quote confirms the price for the product or service offered to you by us on the date shown. Unless otherwise specified above, the price is for the first year of a single user, recurring annual subscription to the named product and is valid for 30 days from the date of issue.

By signing this order form, you agree to place an order for the above product or service at the price shown. The commencement date for the order will be the date on which we first issue you with log-on credentials, unless otherwise agreed. Please note that any discount offered on this form may be withdrawn if payment is not made within the terms outlined on our invoice.

Usage of our products or services are subject to the product [terms and conditions](#) and [privacy policy](#).

Terms and Conditions

RDC Aviation limited - Terms and Conditions for the supply of Subscription Services

Agreed terms

1. Interpretation

1.1 The definitions and rules of interpretation in this clause 1 apply in these Conditions.

- **Accounting Period:** the 12-month period commencing on the Commencement Date, each subsequent 12-month period and the final period commencing on the date following the end of the last complete 12-month period before the date of termination of the Contract and ending on the date of termination.
- **Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
- **Charges:** the charges specified in the Order Form.
- **Commencement Date:** the date specified in the Order Form.
- **Conditions:** these terms and conditions as amended from time to time in accordance with clause 22 below.
- **Confidential Information:** all confidential information (however recorded or preserved) disclosed by a party or its Representatives to the other party and that party's Representatives in connection with the Contract, which is either labelled as such or else which should reasonably be considered as confidential because of its nature and the manner of its disclosure.
- **Contract:** the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions, usually an order form signed by the customer**
- **Customer:** as set out in the Order Form.
- **Customer System:** any information technology system or systems owned or operated by the Customer from which Data is received in accordance with the Contract.
- **Customer User:** any employee of the Customer authorised by the Customer to access and use the Services (wholly or in part), using his own unique identifier provided by the Supplier.
- **Customer User Restrictions:** the obligations set out in clause 15 below.
- **Data:** the data or information, in whatever form including images, still and moving, and sound recordings, the provision of which comprises the Services (wholly or in part).
- **Derived Data:** any Data (wholly or in part) Manipulated to such a degree that it: (i) cannot be identified as originating or deriving directly from the Data or the Services and cannot be reverse-engineered such that it can be so identified; and (ii) is not capable of use substantially as a substitute for the Data or the Services.
- **Distribute:** to make Data accessible (including the provision of access through a database or other application populated with the Data, reselling, sub-

licensing, transferring or disclosing the Data) by any means, including any electronic means, to any Customer User.

- **Good Industry Practice:** in relation to any undertaking and any circumstances, the exercise of skill, diligence, prudence, foresight and judgement and the making of any expenditure that would reasonably be expected from a skilled person engaged in the same type of undertaking under the same or similar circumstances.
- **Initial Period:** a period of 12 months commencing on the Commencement Date.
- **Intellectual Property Rights:** all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, semi-conductor topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
- **Licence:** the licence granted in clause 9 below.
- **Manipulate:** to combine or aggregate the Data (wholly or in part) with other data or information or to adapt the Data (wholly or in part) and the term **Manipulated** shall be construed accordingly.
- **Manipulated Data:** any Data which has been Manipulated. Manipulated Data includes any Derived Data.
- **Materials:** any hardware, Software or documents supplied by the Supplier under the Contract, including the materials referred to in clause 7.4 below.
- **Mitigate:** the taking of such reasonable steps that would be taken by a prudent Supplier in accordance with Good Industry Practice to mitigate against the incident in question, which may include (in the case of a Vulnerability) coding changes, but could also include specification changes (for example, removal of affected protocols or functionality in their entirety), provided these are approved by the Customer in writing in advance, and the terms **Mitigated** and **Mitigation** shall be construed accordingly.
- **Normal Business Hours:** 8.30 am to 6.00 pm GMT on a Business Day.
- **Order Form:** the document issued by the Supplier and confirmed by the Customer setting out the Services.
- **Permitted Use:** internal business use (which shall not include the use of the Data or the Materials by, or for the benefit of, any person other than an employee of the Customer).
- **Representatives:** in respect of a party, that party's employees, officers, representatives, advisers or sub-contractors involved in the provision or receipt of the Services who need to know the confidential information in question.
- **Renewal Period:** each successive 12-month period after the Initial Period for which the Contract is renewed.
- **Security Feature:** any security feature including any key, password, PIN, smartcard, token or username.
- **Services:** the services to be supplied by the Supplier under the Contract as described in the Specification, including the supply of any Data, Materials or Support as set out in the Order Form.

- **Specification:** the description or specification of the Services provided in writing by the Supplier to the Customer.
- **Supplier:** RDC Aviation Limited incorporated in England and Wales with Company number 06412181 whose registered office is at West Walk Building, 110 Regent Road, Leicester, LE1 7LT.
- **Support:** the support to be supplied by the Supplier including reasonable efforts to maintain the Materials in good working order and to restore the Services (if unavailable).
- **Term:** the Initial Period and any Renewal Periods.
- **Virus:** any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by rearranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, Trojan horses, viruses and other similar things or devices.
- **Vulnerability:** a weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, results in a negative impact to confidentiality, integrity, or availability.

1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.4 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.5 A reference to **writing** or **written** includes email.

1.6 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.7 The Order Form constitutes an offer by the Customer to purchase Services in accordance with these Conditions. The Order Form shall only be deemed to be accepted when the Supplier issues written acceptance or written acknowledgement of its acceptance of the Order Form, at which point the Contract shall come into existence. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

1.8 If there is any inconsistency or uncertainty between:

- (a) the terms of any Order Form and any of these Conditions, the provisions of these Conditions shall prevail; and

- (b) any of the provisions of the Contract and the provisions of the Supplier's website terms of use, the provisions of the Contract shall prevail.

2. Scope

During the Term the Supplier shall supply the Services to the Customer and the Customer shall pay the Charges and use the Services.

3. Connection

3.1 The Supplier shall use reasonable efforts to make connection to the Services available on the Commencement Date.

3.2 The Customer shall ensure that it promptly complies with any minimum hardware configuration requirements specified by the Supplier for the purpose of establishing connectivity between the Customer System and the Services.

3.3 Each party shall bear its own costs of establishing that connectivity.

4. Services

4.1 During the Term the Supplier shall supply the Services to the Customer.

4.2 The Supplier may change at any time, with as much prior notice to the Customer as is reasonably practicable: (i) the content, format or nature of Data or the Services; and (ii) the means of access to the Data or the Services.

4.3 The Supplier will use reasonable endeavours to ensure the continuity of the Services with a view to ensuring the continuity and availability of the Data, and any of the Customer's services which rely on, or utilise the Data. The Customer acknowledges that the Services may enable or assist it to access Data and Materials that are the property of the Supplier's licensors and/or may enable or assist it to access the website content, correspond with and purchase products and services from third parties via third-party websites and that it does so entirely at its own risk. The Supplier makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to any Data and/or Materials that are the property of the Supplier's licensors except as otherwise expressly provided in clauses 12.1 and 12.4 below and/or the content of or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any access to any Data and/or Materials that are the property of any of the Supplier's licensors is between the Customer and the relevant licensor(s), and not the Supplier, and shall be subject to the applicable terms and conditions of such licensor(s), and any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not the Supplier. The Supplier recommends that the Customer refers to the applicable terms and conditions of the relevant licensor(s) prior to accessing any Data and/or Materials that are the property of any of the Supplier's licensors and that the Customer refers to the relevant third party's website terms and conditions and privacy policy prior to using the relevant third-party website. The Supplier does not endorse or approve any Data and/or Materials that are the property of any of the Supplier's

licensors and does not endorse or approve any third-party website and/or any content of any third party website made available via the Services.

5. Charges

5.1 For the performance of the Services, the Customer shall pay to the Supplier the Charges.

5.2 The Charges shall be due and payable in full to the Supplier.

5.3 Time shall be of the essence regarding the Customer's obligations to make payments in accordance with this clause 5 and such obligations are material obligations for the purpose of clause 14.2(b) below.

5.4 The Supplier may charge interest at an annual rate of 4% above the base rate of the Bank of England, calculated on a daily basis in respect of any sum which is due and unpaid, that interest to run from the date on which that sum is due and payable until receipt by the Supplier of the full amount, whether before or after judgment.

5.5 All Charges are exclusive of VAT or any other applicable sales tax, which shall be paid by the Customer at the rate and in the manner for the time being prescribed by law.

5.6 The Supplier may increase the Charges on an annual basis with effect from each of the Commencement Date by:

- (a) Removing any discount previously applied, as show on the Order Form; or
- (b) No more than the percentage increase in the Retail Prices Index in the preceding 12-month period plus 5%.

and the first such increase shall take effect on the first anniversary of the Commencement Date unless otherwise specified on the Order Form.

5.7 The Charges in respect of any Service may not be reviewed more than once in each 12-month period commencing on the Commencement Date or any anniversary of that date.

5.8 Where an amendment to the provisions of the Contract (other than the Charges or the basis on which they are calculated) is required as a result of an addition to the Services or relevant Service (including, for example, an amendment to acknowledge third party rights), the Supplier may give the Customer reasonable notice in writing of the necessary amendments that will take effect on the date specified in that notice.

6. Unauthorised use

If any unauthorised use is made of the Data or Materials and such use is attributable to the act or default of, or through, the Customer (including breach of any Customer User Requirements) then, without prejudice to the Supplier's other rights and remedies, the Customer shall immediately be liable to pay the Supplier an amount equal to the Charges that the Supplier would have charged, had the Supplier or the

Customer (as the case may be) authorised the unauthorised user at the beginning of the period of that unauthorised use together with interest at the rate provided for in clause 5.4 above from the date of that unauthorised use to the date of payment.

7. Confidentiality

7.1 The term Confidential Information does not include any information that:

- (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause 7);
- (b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
- (c) was, is, or becomes, available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;
- (d) was known to the receiving party before the information was disclosed to it by the disclosing party; or
- (e) the parties agree in writing is not confidential or may be disclosed.

7.2 Each party shall keep the other party's Confidential Information confidential and shall not:

- (a) use any Confidential Information except for the purpose of exercising or performing its rights and obligations under the Contract (**Permitted Purpose**); or
- (b) disclose any Confidential Information in whole or in part to any third party, except as expressly permitted by this clause.

7.3 A party may disclose the other party's Confidential Information to those of its Representatives who need to know that Confidential Information for the Permitted Purpose, provided that:

- (a) it informs those Representatives of the confidential nature of the Confidential Information before disclosure; and
- (b) at all times, it is responsible for the Representatives' compliance with the confidentiality obligations set out in this clause 7.

7.4 The Customer acknowledges that the Supplier's Confidential Information includes any software or other materials created by the Supplier in connection with the Services.

7.5 A party may disclose Confidential Information to the extent required by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of the disclosure as possible.

7.6 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 Contract, are granted to the other party, or are to be implied from the Contract.

7.7 The provisions of this clause 7 shall continue to apply after termination of the Contract.

8. Security and passwords

8.1 The Customer shall ensure that the Data and Materials are kept secure by using the Security Features and in an encrypted form, and shall use the best available security practices and systems applicable to the use of the Data and Materials to prevent, and take prompt and proper remedial action against, unauthorised access, copying, modification, storage, reproduction, display or distribution of the Data and the Materials.

8.2 Where the Supplier uses Security Features in relation to the Services (wholly or in part), the Security Features must, unless the Supplier notifies the Customer otherwise, be kept confidential and not lent, shared, transferred or otherwise misused (including use by robots, crawlers, scrapers and other such automated processes).

8.3 If the Customer becomes aware of any misuse of any Data or the Materials, or any security breach in connection with the Contract that could compromise the security or integrity of the Data or the Materials or otherwise adversely affect the Supplier or if the Customer learns or suspects that any Security Feature has been revealed to or obtained by any unauthorised person, the Customer shall, at the Customer's expense, promptly notify the Supplier and fully co-operate with the Supplier to remedy the issue as soon as reasonably practicable.

8.4 The Customer agrees to co-operate with the Supplier's reasonable security investigations.

8.5 The Supplier may change Security Features on notice to the Customer or the Customer Users for security reasons.

9. Licence

9.1 The Supplier grants to the Customer a non-exclusive, non-transferable, revocable, worldwide licence for the Permitted Use only during the Term, subject to the Customer User Restrictions, to: (i) access, view and Manipulate Data and create Derived Data; (ii) store the Data and Manipulated Data on the Customer System; (iii) Distribute the Data and Manipulated Data to Customer Users on the Customer System; and (iv) use (but not modify) the Materials in support of the activities referred to in this clause 9.1. For the avoidance of doubt, the Customer shall not be in any way entitled to sub-licence any of the rights licensed under this clause 9.1 or to (wholly or in part) resell any Data (including Derived Data and any other Manipulated Data).

9.2 Except as expressly provided in the Contract, the Customer shall not: (i) use the Services (wholly or in part) in its products or services; or (ii) redistribute the Services (wholly or in part).

9.3 The Customer shall observe and comply with the Customer User Restrictions.

10. Intellectual property rights ownership

10.1 The Customer acknowledges that:

- (a) all Intellectual Property Rights in the Data and the Materials are the property of the Supplier or its licensors, as the case may be;
- (b) it shall have no rights in or to the Data or the Materials other than the right to use them in accordance with the express terms of the Contract; and
- (c) the Supplier or its licensors has or have made and will continue to make substantial investment in the obtaining, verification, selection, co-ordination, development, presentation and supply of the Data.

10.2 The Customer assigns to the Supplier, and shall assign to it, with full title guarantee all Intellectual Property Rights in any development of the Materials and in any Manipulated Data it may create, by way of future assignment.

10.3 The Customer shall, and shall use all reasonable endeavours to procure that any necessary third party shall, at the Supplier's cost, promptly execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to the Contract.

10.4 The Intellectual Property Rights assigned to the Supplier under clause 10.2 above shall be deemed to be included in the Licence from the date when such rights arise.

10.5 The Customer shall co-operate with the Supplier to protect the goodwill and reputation of the Services.

10.6 Any display of the Services by the Customer shall credit, wherever technically and commercially feasible, the Supplier, any licensor of the Supplier or any other source of the Data specified by the Supplier as the source of the Data.

10.7 The Customer acknowledges that reference in any element of the Materials to trade names or proprietary products where no specific acknowledgement of such names or products is made does not imply that such names or products may be regarded by the Customer as free for general use, outside the scope of the use of the Materials authorised by the Contract.

11. Intellectual property rights obligation

11.1 The Supplier undertakes to defend the Customer from and against any claim or action that the provision, receipt or use of the Data or Materials (wholly or in part) infringes any UK Intellectual Property Right of a third party (**IPR Claim**) and shall be responsible for any losses, damages, costs (including all legal fees) and expenses incurred by or awarded against the Customer as a result of, or in connection with, any such IPR Claim, provided that, if any third party makes an IPR Claim, or notifies an intention to make an IPR Claim against the Customer, the Customer shall:

- (a) give written notice of the IPR Claim to the Supplier as soon as reasonably practicable;
- (b) not make any admission of liability in relation to the IPR Claim without the prior written consent of the Supplier;
- (c) at the Supplier's request and expense, allow the Supplier to conduct the defence of the IPR Claim including settlement; and
- (d) at the Supplier's expense, co-operate and assist to a reasonable extent with the Supplier's defence of the IPR Claim.

11.2 Clause 11.1 above shall not apply where the IPR Claim in question is attributable to:

- (a) possession, use, development, modification or retention of the Data or Materials (wholly or in part) by the Customer other than in accordance with the Contract, provided that the obligations in clause 11.1 above shall not apply to the extent that the relevant Claim was attributable to the use of any Manipulated Data;
- (b) the Customer's failure to provide a suitable environment for connecting the Customer System to the Services in breach of clause 3.2 above;
- (c) use of the Data or the Materials (wholly or in part) in combination with any hardware or software not supplied or specified by the Supplier to the extent that the infringement would have been avoided by the use of the Data or the Materials (wholly or in part) not so combined; or
- (d) use of the Data (wholly or in part) in combination with any data not supplied or specified by the Supplier to the extent that the infringement would have been avoided by the use of the Data (wholly or in part) not so combined.

11.3 If any IPR Claim is made, or in the Supplier's reasonable opinion is likely to be made, against the Customer, the Supplier may at its sole option and expense:

- (a) procure for the Customer the right to continue using, developing, modifying or retaining the Data or the Materials (wholly or in part) in accordance with the Contract;
- (b) modify the Data or the Materials (wholly or in part) so that they cease to be infringing;
- (c) replace the Data or the Materials (wholly or in part) with non-infringing items; or
- (d) terminate the Contract immediately by notice in writing to the Customer and refund any Charges for the relevant Accounting Period paid by the Customer as at the date of termination (less a reasonable sum in respect of the Customer's use of the Data or Materials to the date of termination) on return of the Data or the Materials and all copies of each of them.

11.4 This clause 11 constitutes the Customer's sole and exclusive remedy and the Supplier's only liability in respect of Claims and, for the avoidance of doubt, is subject to clause 13.4 below.

12. Warranties

12.1 The Supplier warrants that it has the right to license the receipt and use of Data and Materials as specified in the Contract.

12.2 Except as expressly stated in the Contract, all warranties, conditions and terms, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.

12.3 Without limiting the effect of clause 12.2 above, the Supplier does not warrant that:

- (a) the supply of the Data or use of the Software will be free from interruption;
- (b) the Services will run on the Customer System;
- (c) the Data is accurate, complete, reliable, secure, useful, fit for purpose or timely; or
- (d) the Data has been tested for use by the Customer or any third party or that the Data will be suitable for or be capable of being used by the Customer or any third party.

12.4 In the event the Customer notifies the Supplier that part of the Data and/or Materials is inaccurate, the Supplier, may use reasonable endeavours to rectify any such inaccuracy (if verified as existing) within a reasonable time.

13. Limitation of liability

13.1 Neither party excludes or limits liability to the other party for:

- (a) fraud or fraudulent misrepresentation;
- (b) death or personal injury caused by negligence;
- (c) a breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- (d) any matter in respect of which it would be unlawful for the parties to exclude liability.

13.2 Subject to clause 13.1 above, the Supplier shall not in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:

- (a) any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;
- (b) any loss or corruption (whether direct or indirect) of data or information;
- (c) loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or
- (d) any loss or liability (whether direct or indirect) under or in relation to any other contract.

13.3 Clause 13.2 above shall not prevent claims, which fall within the scope of clause 13.4 below, for direct financial loss that are not excluded under any of the categories set out in clause 13.2(a) above.

13.4 Subject to clause 13.1 above, the Supplier's total aggregate liability in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract or any collateral contract shall in all circumstances be limited to the total Charges paid by the Customer to the Supplier during the 12-month period immediately before the date on which the cause of action first arose or, if the cause of actions arose during the Initial Period, in respect of the Initial Period.

13.5 Any dates quoted for delivery of the Services are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Services that is caused by an event within the scope of clause 16 below or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Services or the Customer's failure to comply with clause 3.2 above.

14. Term and termination

14.1 The Contract shall commence on the Commencement Date. Unless terminated earlier in accordance with clause 14.2 below or this clause 14.1, the Contract shall continue for the Initial Period and shall automatically extend for one year (**Extended Term**) at the end of the Initial Term and at the end of each Extended Term. The parties may give written notice to the other party, not later than 60 days before the end of the Initial Term or the relevant Extended Term, to terminate the Contract at the end of the Initial Term or the relevant Extended Term, as the case may be.

14.2 Without prejudice to any rights that have accrued under the Contract or any of its rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 14 days after being notified in writing to make that payment;
- (b) the other party commits a material breach of any material term of the Contract (other than failure to pay any amounts due under the Contract) and (if that breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- (c) the other party:
 - (i) suspends, or threatens to suspend, payment of its debts;
 - (ii) is unable to pay its debts as they fall due or admits inability to pay its debts;
 - (iii) (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - (iv) (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986; or
 - (v) (being a partnership) has any partner to whom any of clause 14.2(c)(i) or (ii) applies;
- (d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for

or enters into any compromise or arrangement with its creditors other than (in the case of a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

- (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (f) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);
- (g) the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (h) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (i) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other similar process is levied or enforced on or sued against, the whole or any part of the other party's assets and that attachment or process is not discharged within 14 days;
- (j) any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clauses 14.2(c) to (i) (inclusive);
- (k) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (l) there is a change of control of the other party (within the meaning of section 1124 of the Corporation Tax Act 2010).

14.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

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

14.5 On any termination of the Contract for any reason or expiry of the Term, the Customer shall immediately pay any outstanding amounts owed to the Supplier under the Contract and, within a reasonable period of termination or expiry ensure that there is no further use of the Services in any of the Customer's products or applications.

14.6 On any termination of the Contract for any reason or expiry of the Term:

- (a) each party shall as soon as reasonably practicable return, delete or destroy (as directed in writing by the other party) all data, information, software, and other materials provided to it by the other party in connection with the Contract including all materials containing or based on the other party's Confidential Information; and

- (b) without limiting the effect of clause 14.6(a), the Customer shall as soon as reasonably practicable ensure that all Data and Manipulated Data is deleted from the Customer System,

and any electronic data shall be considered deleted, for the purpose of this clause 14.6, where it has been put beyond use by the deleting party.

14.7 If a party is required by any law, regulation, or government or regulatory body to retain any documents or materials that it would otherwise be required to return or destroy under clause 14.6 above, it shall notify the other party in writing of that retention, giving details of the documents or materials that it must retain. That party shall not be in breach of clause 14.6 above with respect to the retained documents or materials, but clause 7 above shall continue to apply to them.

15. Customer User Restrictions

15.1 The Customer shall:

- (a) limit access to the Services to the Customer Users;
- (b) only make copies of the Data and the Materials to the extent reasonably necessary for the following purposes: back-up, mirroring (and similar availability enhancement techniques), security, disaster recovery and testing;
- (c) not use the Services for any purpose contrary to any law or regulation or any regulatory code, guidance or request;
- (d) not extract, reutilise, use, exploit, redistribute, redisseminate, copy or store the Data or the Materials for any purpose not expressly permitted by the Contract;
- (e) not copy, modify, decompile, reverse engineer or create derivative works from the Software, except to the extent permitted by any applicable law; and
- (f) not do anything which may damage the reputation of the Supplier, the Data or the Services, including by way of using the Data (wholly or in part) in any manner which is pornographic, racist or that incites religious hatred or violence.

16. Force majeure

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate the Contract by giving 2 weeks' written notice to the affected party.

17. Assignment

17.1 The Contract is personal to the Customer and it shall not assign, transfer, mortgage, charge, sub-contract, declare a trust of or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Supplier (which is not to be unreasonably withheld or delayed).

17.2 The Customer confirms it is acting on its own behalf and not for the benefit of any other person.

17.3 The Supplier may at any time assign, transfer, mortgage, charge, sub-contract, declare a trust of or deal in any other manner with any of its rights and obligations under the Contract without the consent of the Customer.

18. Waiver

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

19. Remedies

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

20. Notice

20.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email.

20.2 Any notice or communication shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or
- (c) if sent by email, at 9.00 am on the next Business Day after transmission.

20.3 This clause 20 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

21. Entire agreement

21.1 The Contract constitutes the entire agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

21.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in the Contract.

21.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

22. Variation

Except as expressly provided in the Contract, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

23. Severance

If any provision or part-provision of the Contract 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 23 shall not affect the validity and enforceability of the rest of the Contract.

24. No partnership or agency

24.1 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

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

25. Third-party rights

25.1 A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

25.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under the Contract are not subject to the consent of any other person.

26. Governing law

The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

27. Jurisdiction

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 the Contract or its subject matter or formation (including non-contractual disputes or claims).