

# TERMS & CONDITIONS

## 1. INTERPRETATION

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

**Affiliate:** means entities that control, are controlled by, or are under common control with another entity, where “control” means the ownership, directly or indirectly, or the power to direct the management of the entity.

**Altinet:** means Altinet Limited, trading under the brand name ARO and part of the Arrow group.

**Altinet Account Team:** the individuals appointed by Altinet from time to time who shall serve as the Customer's primary contacts for the Customer's activities under this agreement.

**Applicable Law:** means all laws and regulations for the time being in force (including changes to such laws and regulations) which are applicable to the relevant party.

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

**Confidential Information:** all confidential information (however recorded or preserved) disclosed by a party or its employees, consultants, officers, representatives, advisers, agents or sub-contractors involved in the provision or receipt of the Services (together, its Representatives) to the other party or that party's Representatives in connection with this agreement which information is either labelled as such or should reasonably be considered as confidential because of its nature and the manner of its disclosure.

**Customer Account Team:** the individuals appointed by the Customer from time to time who shall serve as Altinet's primary contacts for Altinet's activities under this agreement.

**Data Protection Legislation:** up to but excluding 25 May 2018, the Data Protection Acts 1998 and 2018 and thereafter (i) unless and until the General Data Protection Regulation ((EU) 2016/679) (the “GDPR”) is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Acts 1998 and 2018.

**Data Security Policies:** means the document(s) setting out the policies and procedures in relation to data protection and IT Security requirements of the Third Party Software providers of the VAR Products which Altinet can provide on request by the Customer.

**Effective Date:** the date when the Statement of Work has been signed by all the parties.

**Employment Regulations:** the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the Acquired Rights Directive;

**Fees:** the fees payable to Altinet, as described in the Statement of Work.

**Force Majeure Event:** has the meaning given in clause 16.1.

**Good Industry Practice:** the standards that fall within the upper quartile for the provision of business-critical Professional Services substantially similar or identical to the Professional Services, having regard to factors such as the nature and size of the parties, the term, the pricing structure and any other relevant factors.

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trade marks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, 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 existing and future rights capable of present assignment, applications for and renewals or extensions of and rights to claim priority from such rights, and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Normal Business Hours:** 8.30 am to 5.30 pm local UK time on Business Days.

**Permitted Purpose:** has the meaning given in clause 13.2(a).

**Professional Services:** the installation/set-up services to be carried out by Altinet's personnel as set out in a Statement of Work.

**Records:** means the books, records, and reports of Altinet.

**Representatives:** has the meaning given to that term in the definition of Confidential Information.

**Reselling Services:** the resale of VAR Products by Altinet subject to separate third-party product terms and conditions to this agreement.

**Services:** means the Reselling Services and/or Professional Services provided by Altinet under this agreement as set out in the Statement of Work.

**Statement of Work ("SoW"):** a detailed plan describing the Services to be provided by Altinet, the timetable for their performance and all other related matters listed.

**Third Party Software:** means either the VAR Products or other software owned by third parties.

**Transfer:** a transfer of employment to which the Employment Regulations applies;

**VAR Products:** means the third-party resold products available for purchase under this agreement and subject to separate terms and conditions to this agreement, which shall be provided to the Customer from time to time.

1.1 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.

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

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

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.

1.5 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.6 A reference to writing or written includes email but not faxes.

1.7 Any phrase introduced by the words including, includes, in particular or for example, or any similar phrase, shall be construed as illustrative and shall not limit the generality of the related general words.

1.8 References to clauses and Schedules are to the clauses and schedules of this agreement. References to paragraphs are to paragraphs of the relevant Schedule.

1.9 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assignees.

1.10 A reference to this agreement includes the Schedules and the recitals. If there is an inconsistency between any of the provisions in the main body of this agreement and the schedules, the provisions in the main body of this agreement shall prevail.

1.11 Personal data and processing shall bear the meanings given to those terms respectively in the applicable Data Protection Legislation.

## 2. COMMENCEMENT AND DURATION

2.1 These terms shall commence on the Effective Date and shall continue for the duration of the term as set out in the Statement of Work, unless terminated earlier in accordance with clause 15 (Termination).

## 3. ALTINET'S RESPONSIBILITIES

3.1 Altinet shall use reasonable endeavours to provide the Services to the Customer, in accordance with the Statement of Work in all material respects. Altinet shall provide the Services with reasonable care and skill.

3.2 Altinet shall use reasonable endeavours to meet any milestones specified in a Statement of Work but any such dates shall be estimates only and time for performance by Altinet shall not be of the essence of this agreement.

## 4. SERVICE PROVISION

4.1 The Customer shall remain responsible for the use of the Services under its own control, including any use by third parties (whether fraudulent or invited by the Customer).

4.2 Altinet shall ensure that it uses personnel who are suitably trained, experienced and qualified.

4.3 Altinet shall be responsible for the performance of its personnel through which Altinet provides the Professional Services.

4.4 Altinet may substitute any of its personnel who provide Professional Services under the Statement of Work with a contractor or other appropriate substitute and Altinet shall be liable for those third parties as though they were its own personnel. Such third parties shall be subject to duties of confidentiality similar to those set out in this agreement.

4.5 The parties acknowledge and agree that no Transfer is intended to take place within the meaning of the Employment Regulations and each Party agrees to indemnify the other Party for any loss due to any deemed Transfer taking place in relation to the provision of the Professional Services.

## 5. ALTINET PERSONNEL

5.1 Altinet undertakes that its employees and contractors, if on the premises of the Customer, will comply with all relevant rules and regulations laid down by the Customer from time to time for the behaviour of its own employees and contractors, as notified to Altinet in writing from time to time. Altinet shall remove any employee or contractor whom the Customer can demonstrate has failed to comply with such rules, regulations and requirements.

5.2 Altinet alone shall be responsible for the supervision, direction, control, wages, taxes, national insurance and benefits of its own employees. Altinet assumes full responsibility for their acts and omissions and acknowledges that they are not employees or agents of the Customer.

5.3 During the term of this agreement and for a period of six months after its termination neither party shall, without the prior written consent of the other, solicit, or permit any Affiliate to solicit, the employment of any person who is employed by the other party in the course of developing, supplying, maintaining or supporting the Services or any part of them.

5.4 Any advice or other statement given as part of the Services shall not be relied upon by the Customer and is given as guidance only. Where Altinet provides advice as part of the Professional Services then the Customer may not hold out that advice to any third party as being reliable and that advice is intended for the specific and limited benefit of the Customer directly.

## 6. PERSONAL DATA

6.1 The parties agree that Altinet does not require access to customer data or need to process or access any personal data for and on behalf of the Customer in connection with the provision of the Services. The Customer undertakes that it shall not provide Altinet with any personal data or access to personal data.

6.2 To the extent applicable, both parties will comply with all requirements of the Data Protection Legislation including the Data Security Policies. This clause 6 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

## 7. ALTINET'S OBLIGATIONS

7.1 Altinet undertakes that the Services will be performed with all reasonable skill and care and in accordance with Good Industry Practice and the provisions of this agreement.

7.2 The undertaking in clause 7.1 shall not apply to the extent of any non-conformance that is caused by use of the Services contrary to Altinet's instructions.

7.3 If the Professional Services do not conform with the undertaking in clause 7.1, Altinet shall, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking in clause 7.1.

7.4 This agreement shall not prevent Altinet from entering into similar agreements with third parties, or from independently developing, using, selling or licensing materials, products or services that are similar to those provided under this agreement.

## 8. CUSTOMER'S OBLIGATIONS

8.1 The Customer shall (unless expressly agreed otherwise in a Statement of Work):

a) provide Altinet with:

(i) a network map or other diagram showing the current infrastructure including software, hardware and any applicable network services.

(ii) all necessary co-operation in relation to this agreement; and

(iii) all necessary access to such information as may be reasonably required by Altinet.

in order to provide the Services.;

(a) provide such personnel assistance, including the Customer Account Team and other Customer personnel, as may be reasonably requested by Altinet from time to time. The Customer shall use reasonable endeavours to ensure continuity of its personnel assigned to this agreement;

(b) appoint the Customer's Project Manager, who shall have the authority to contractually bind the Customer on all matters relating to this agreement. The Customer shall use reasonable endeavours to ensure continuity of the Customer's Project Manager, but has the right to replace him from time to time where reasonably necessary in the interests of the Customer's business;

(c) comply with all applicable laws and regulations with respect to its activities under this agreement, including those set out in clause 17; and

(d) carry out all other Customer responsibilities set out in this agreement or in any of the Schedules in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, Altinet may adjust any timetable or delivery schedule set out in this agreement as reasonably necessary.

(e) obtain and shall maintain all necessary licences, consents, and permissions necessary for Altinet, its contractors and agents to perform their obligations under this agreement.

## 9. WARRANTIES

9.1 The Customer warrants, represents and undertakes that:

(a) it has the full capacity and authority to enter into and perform this agreement and that this agreement is executed by a duly authorised representative of the Customer;

(b) it has the authority to grant any rights to be granted to Altinet under this agreement, including the right to provide any applicable software or hardware to Altinet as indicated in this agreement and for the same to be used in the provision of the Services and otherwise in connection with this agreement;

(c) it shall comply with and use the Services in accordance with the terms of this agreement and all applicable laws, and shall not do any act that shall infringe the rights of any third party including the publishing or transmission of any materials contrary to relevant laws;

(d) it owns or has obtained valid licences, consents, permissions and rights to use, and where necessary to license to Altinet, any materials reasonably necessary for the fulfilment of all its

(e) obligations under this agreement, including any third-party licences and consents in respect of any Customer software; and

Altinet's possession and use in accordance with this agreement of any materials (including third-party materials supplied by the Customer to Altinet) shall not cause Altinet to infringe the rights, including any Intellectual Property Rights, of any third party.

9.2 Altinet warrants, represents and undertakes that:

(a) it has the full capacity and authority to enter into and perform this agreement and that this agreement is executed by a duly authorised representative of Altinet;

(b) it owns, or has obtained valid licences, consents, permissions and rights to enable Altinet to comply with this agreement and to use any of the Intellectual Property Rights necessary for the fulfilment of all its obligations under this agreement including for the Customer's use and receipt of the Services, and Altinet shall not breach the provisions of any such necessary licences, consents, permissions and rights or cause the same to be breached;

(c) it shall comply with all applicable laws and regulations in performing its obligations under this agreement; and

(d) all personnel and sub-contractors used by Altinet in the performance of this agreement are adequately skilled and experienced for the activities they are required to perform.

9.3 Except as expressly set forth herein, to the maximum extent permitted by law, Altinet makes no warranties, conditions, or other terms, express or implied, including but not limited to, implied warranties of satisfactory quality and fitness for a particular purpose.

## 10. CHARGES AND PAYMENT

10.1 Fees for the VAR Products will be specifically called out in the Statement of Work and are payable annually in advance. VAR Product Fees are non-refundable once incurred unless otherwise stated in this agreement or the Statement of Work.

10.2 The Customer shall pay Fees set out in the relevant Statement of Work for the Professional Services, if applicable.

10.3 The Customer shall reimburse Altinet for all actual, reasonable travel costs and expenses including airfares, hotels and meals incurred by Altinet in performance of the Professional Services.

10.4 All amounts and Fees stated or referred to in this agreement are exclusive of value added tax, which shall be added to Altinet's invoice(s) at the appropriate rate.

10.5 Altinet shall invoice the Customer monthly as of the last day of each month for all Professional Services performed by Altinet during that month.

10.6 At Altinet's direction, the Customer shall set up a direct debit for any Fees under this agreement and shall confirm with Altinet or allow Altinet an opportunity to inspect, the relevant payment arrangements within thirty (30) days of commencement of any applicable Statement of Work.

10.7 If the Customer fails to make any payment due to Altinet under this agreement by the due date for payment, then, without limiting Altinet's remedies under clause 15, the Customer shall pay interest on the overdue amount at the rate of 4% per annum above either 0% or Barclays Bank Plc's base rate from time to time (whichever is higher). Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

## 11. CHANGE CONTROL

11.1 Statements of Work are irrevocable, non-cancellable and cannot be modified once Altinet places its order with the applicable Third-Party Software provider.

## 12. PROPRIETARY RIGHT

12.1 The Intellectual Property Rights of the VAR Products are owned by the Third-Party Software provider. Altinet does not grant any license nor make any warranty, express or implied in relation to the Intellectual Property Rights pertaining to the VAR Products.

12.2 Customer acknowledges that Altinet is not the publisher or developer of the VAR Products and the only warranties or indemnities or license rights are those granted by the applicable Third-Party Software provider.

12.3 Customer shall enter into a EULA or other agreement with the applicable Third Party Software provider, and such agreement(s) will outline all the representations, Intellectual Property Rights, warranties, and indemnities offered by the applicable Third Party Software provider to Customer with respect to the VAR Products purchased. Any indemnification and liability provisions relating to the VAR Products will be provided in the EULA.

12.4 Notwithstanding the foregoing or any clause to the contrary in this agreement, any Third Party Software provided, recommended or suggested under this agreement (including the VAR Products) are supplied on their own terms and according to the terms and conditions that are attached to each product.

## 13. CONFIDENTIALITY

13.1 The provisions of this clause 13 shall not apply to any Confidential Information that:

- (a) is or becomes generally freely available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause 13);
- (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;
- (e) the parties agree in writing is not confidential or may be disclosed; or
- (f) the receiving party proves to the reasonable satisfaction of the disclosing party was developed by or for the receiving party independently of the information disclosed by the disclosing party.

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

- (a) use such Confidential Information except for the purpose of exercising or performing its rights and obligations under this agreement (Permitted Purpose); or
- (b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 13.

13.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its Representatives in violation of the terms of this agreement.

13.4 The Customer:

- (a) acknowledges and agrees that Altinet's Confidential Information includes any designs, plans, software or other materials created by Altinet in connection with the Services; and
- (b) agrees not to make use of any such designs, plans, software or other materials for any purpose other than receipt of the Services.

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

- (a) it informs such Representatives of the confidential nature of the Confidential Information before

disclosure; and  
(b) at all times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this clause 13.

13.6 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority (including any relevant securities exchange) 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 such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 13.6, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

13.7 A party may, provided that it has reasonable grounds to believe that the other party is involved in activity that may constitute a criminal offence under the Bribery Act 2010, disclose Confidential Information to the Serious Fraud Office without first informing the other party of such disclosure.

13.8 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 this agreement are granted to the other party or to be implied from this agreement.

13.9 The provisions of this clause 13 shall continue to apply after expiry or termination of this agreement for any reason.

13.10 No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including any relevant securities exchange), any court or other authority of competent jurisdiction.

## 14. LIMITATION OF LIABILITY

14.1 Altinet does not assume any liability or provide any warranty or indemnity for the VAR Products.

14.2 This clause 14 sets out the entire financial liability of Altinet (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

- (a) any breach of this agreement;
- (b) any use made by the Customer of the Services; and
- (c) any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with this agreement.

14.3 Except as expressly provided in this agreement:

- (a) the Customer assumes sole responsibility for results obtained from the use of the Services, and for conclusions drawn from such use. Altinet shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Altinet by the Customer in connection with the Services, or any actions taken by Altinet at the Customer's direction; and
- (b) all warranties, conditions and other terms implied by statute, common law or otherwise are, to the fullest extent permitted by law, excluded from this agreement.

14.4 Nothing in this agreement excludes or limits the liability of Altinet for:

- (a) death or personal injury caused by Altinet's negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other liability which cannot lawfully be excluded or limited.



14.5 Subject to clause 14.4:

(a) Altinet shall not be liable whether in contract, tort (including for negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise for any loss of profits, loss of business, depletion of goodwill or similar losses, or for any indirect or consequential loss, costs, damages, charges or expenses however arising; and

(b) Altinet's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the price paid for the affected Services during the twelve (12) months preceding the date on which the claim arose.

## 15. TERM AND TERMINATION

15.1 This agreement shall commence on the Effective Date and continue in accordance with clause 2 until terminated in accordance with the provisions of this agreement.

15.2 Customer acknowledges that certain VAR Products have automatic renewal provisions for the VAR Products in their EULA, requiring licensees to provide notice of their intention not to renew a VAR Product. If Customer does not wish to renew a VAR Product with an automatic renewal provision, then Customer shall: (i) provide notice to Altinet of its intention not to renew a License ninety (90) days in advance of any period required in the EULA; and (ii) provide notice of its intention not to renew the VAR Product to the Third Party Software provider as required by the EULA. If Customer fails to deliver the required notice of intent not to renew, then the VAR Product will renew, and Customer will be responsible for payment.

15.3 Without prejudice to any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

- (a) the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than fourteen (14) days after being notified in writing to make such payment;
- (b) the other party commits a material breach of any term of this agreement and (if such 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 suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

15.4 The party not affected by a continuing Force Majeure Event may terminate this agreement in accordance with clause 16.1.

15.5 Any provision of this agreement which expressly or by implication is intended to come into or continue in force on or after expiry or termination of this agreement shall remain in full force and effect.

15.6 Expiry or termination of this agreement for any reason shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at expiry or termination.

## 16. FORCE MAJEURE

16.1 Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations (other than an obligation to pay money) under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control including but not limited to fire, flood, earthquake, war, epidemic, pandemic, or disease or any action taken in connection with any actual or anticipated epidemic, pandemic or disease or action relating thereto, riot, rebellion, acts of government, local government or regulatory or public bodies, or act of God. 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 one (1) month, the party not affected may terminate this agreement by giving five Business Days' written notice to the affected party.

16.2 The Customer shall ensure that the conduct of each audit does not unreasonably disrupt Altinet or delay the provision of any of the Services by Altinet.

16.3 Subject to the Altinet's obligations of confidentiality, Altinet shall provide the Customer with all reasonable co-operation, access and assistance in relation to each audit.

16.4 The parties shall bear their own costs and expenses incurred in respect of compliance with their obligations under this clause.

## 17. ANTI-BRIBERY AND SLAVERY POLICY

17.1 Altinet shall:

- (a) comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption, including the Bribery Act 2010 (Relevant Requirements);
- (b) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- (c) notify the Customer of any request or demand for any undue financial or other advantage of any kind received by Altinet in connection with the performance of this agreement;
- (d) On reasonable request Altinet shall certify to the Customer in writing signed by an officer of Altinet, compliance with this clause 17 by Altinet and all persons associated with it. Altinet shall provide such supporting evidence of compliance as the Customer may reasonably request.
- (e) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force including but not limited to the Modern Slavery Act 2015;
- (f) have and maintain throughout the term of this agreement its own policies and procedures to ensure its compliance.

17.2 Breach of this clause 17 shall be deemed a material breach under clause 15.3(b).

17.3 For the purpose of this clause 17, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), section 6(5) and (6) of that Act, and section 8 of that Act respectively. For the purposes of this clause 17 a person associated with Altinet also includes any sub-contractor of Altinet.

## 18. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement 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 such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

## 19. SEVERANCE

19.1 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.

19.2 If one party gives notice to the other of the possibility that 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.

## 20. ENTIRE AGREEMENT AND VARIATION

20.1 This agreement 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.

20.2 Each party acknowledges that in entering into this agreement it does not rely on, and 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.

20.3 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

## 21. ASSIGNMENT

21.1 Altinet may at any time assign, transfer, mortgage, charge, sub-contract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under this agreement without the consent of the Customer.

21.2 The Customer shall not, without the prior written consent of Altinet, assign, transfer, mortgage, charge, sub-contract, delegate, declare a trust over or deal in any other manner with any of its rights or obligations under this agreement.

## 22. NO PARTNERSHIP OR AGENCY

22.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, except as expressly provided, and nothing shall constitute any party the agent of another party nor authorise any party to make or enter into any commitments for or on behalf of any other party.

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

## 23. THIRD PARTY RIGHTS

Except as expressly provided elsewhere in this agreement, no one other than a party to this agreement, its successors and permitted assignees, shall have any right to enforce any of its terms.

## 24. RIGHTS AND REMEDIES

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

## 25. NOTICES

25.1 Any notice or other communication required to be given to a party under or in connection with this agreement shall be in writing and shall be

- (a) delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office; or
- (b) sent by email.

25.2 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 Business Day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service;
- (c) if sent by e-mail, on the date that the email is successfully sent to [cyber.finance@aro.tech](mailto:cyber.finance@aro.tech) provided that no automated bounce back message is received.

25.3 This clause 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.

## 26. DISPUTE RESOLUTION

26.1 Altinet may implement an arbitration or similar complaints procedure as required by the applicable Third Party software provider, Applicable Law or applicable code of practice. The Customer and Altinet will comply with such procedure(s) as varied from time to time from the date the Customer is notified of the implementation of the procedure (or its variation) in respect of all applicable complaints. Further details of the dispute resolution process (if any) are available from Altinet on the Customer's written request.

## 27. GOVERNING LAW AND JURISDICTION

27.1 This agreement 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.

27.2 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).