

Terms of Service

1. Preliminary

1.1 Subject to the conditions specified above UniServy will supply to the Client each of the products (a "Relevant Product") and each of the services (the "Relevant Service") described in a Sales Order signed by the Client. The description and specific terms applicable to each Relevant Product and Relevant Service are as set out in the relevant Sales Order.

1.2 Each Relevant Product and Relevant Service will be supplied on the terms set out in the relevant Service Level Agreement.

1.3 This Agreement is a master framework agreement covering the Use of any Product and the provision of Services pursuant to any Sales Order submitted under this Agreement. The terms and conditions of this Agreement shall be deemed to be incorporated into any Sales Order submitted under this Agreement. Save where otherwise agreed or indicated by the context, this Agreement shall supersede and replace all rights and obligations covering the provision of any Relevant Products and Relevant Services in operation between the parties. Should any terms of this Agreement conflict with the terms of any Purchase Order raised by the Client, the terms of this Agreement shall prevail.

2. Grant and Permitted Use

2.1 In consideration of the payment by the Client of the relevant Licence Fee, the Operating Fee or other costs in accordance with clause 3.1 below and any Sales Order, and subject to Client's compliance with the terms of this Agreement, UniServy hereby grants to the Client a non-exclusive, non-transferable licence to Use the relevant Product and to Use any documentation in connection with the operation and Use of that Product.

2.2 For the purposes of this Licence, "Use" shall mean and include:

Authorised Users accessing the Product via a Uniform Resource Locator (URL) that will from time to time be notified by UniServy to the Client.

3. Fees and Payment

3.1 The Licence Fee, the Operating Fee or other costs for the Relevant Product shall be in consideration of the facilitation of access to the relevant Product, and delivery of passwords and associated documentation to the Client together with the provision of Support and Maintenance. Licence Fees and Operating Fees plus VAT shall be paid annually in

advance as provided in the relevant Sales Order.

3.2 The Licence Fee and Operating Fee for the Relevant Product shall be increased for the first year by a figure equal to the larger of 1.5% and the percentage increase in the Retail Prices Index (all items) published by the Office for National Statistics between the figure published in August 2009 and the figure published in August 2008 and thereafter in each year by a figure equal to the larger of 1.5% and such percentage increase in the Index figure published in the August of that year above the figure published in August of the preceding year.

3.3 If there shall be any substantial change to the Index or if it shall cease to be published (temporarily or permanently) there will be substituted for the Index figure affected such amount as the auditors of UniServy Limited acting as experts and not as arbitrators deem to be a reasonable estimate of what the Index figure would have been if there had been no such change or cessor of publication.

3.4 UniServy reserves the right to charge the Client interest in respect of the late payment of any sum due under this Agreement (as well after as before judgement) and any Sales Order at the rate of 4 per cent per annum above the base rate from time to time of Barclays Bank plc with effect from the due date until payment.

3.5 UniServy reserves the right to suspend, interrupt or terminate the Use of any of the Products if the Client is late making any payment under this Agreement. The Client must pay UniServy a fee of £150 plus VAT to register Use of the relevant Product.

4. Domain Names and Internet Protocol Addresses

4.1 Where UniServy applies for registration of a domain name with the appropriate authority it is authorised to do and does so as agent for the Client on the naming authority's standard terms which are either attached to this Agreement or shall be notified to the Client either before or after the entering into of this Agreement.

The Client shall be bound by the terms and conditions of the naming authority (as may be varied from time to time in accordance with their terms) and will indemnify UniServy against any liability under the contract for registration.

UniServy does not undertake that it will be able to register any requested domain names and the Client must not assume

that registration has been effected until it receives confirmation from UniServy that this is the case. UniServy does not undertake that it will carry out the renewal of any domain name registration. It is the client's responsibility to keep a record of any such renewal dates and to carry out such renewals from time to time.

UniServy is not obliged to make any checks and has no responsibility for ensuring and makes no warranty as to whether or not a domain name infringes the rights of any third party. In the event that the domain name does infringe the rights of any third party, the Client indemnifies UniServy against any claims, demands or actions of any such third party.

4.2 UniServy may or may not designate for Client's use on a temporary basis Internet Protocol Addresses ("IP Addresses") from the address space allocated to UniServy by the hosting company providing hosting services to UniServy (the "Webhost"). The Client accepts that the IP Addresses are the sole property of the Webhost and are designated for the Client to use on a temporary basis and are not portable. UniServy reserves the right to change the IP Addresses at any time but in doing so shall use reasonable efforts to minimise inconvenience to the Client and shall give reasonable notice to the Client of changes. The Client agrees that it will have no right to use IP Addresses assigned to it upon termination of this Agreement and that any change in IP Addresses that the Client may need to make after termination of this Agreement shall be the sole responsibility of the Client.

5. Client's Undertakings

5.1 The Client undertakes not to perform and to procure that no Registered User performs any of the acts referred to in this clause 5 except to the extent permitted by overriding statutory requirements and the terms of the Agreement the Client undertakes not to perform and to procure that no Registered User performs any of the acts referred to in this Clause 5. The Client or a Registered User shall not be permitted to perform an act which would otherwise be permitted under Section 50C Copyright Designs and Patents Act 1988.

5.2 The Client undertakes not to, and to ensure no Registered User shall:

5.2.1 copy the Relevant Product nor otherwise reproduce the same;

5.2.2 translate, adapt, vary, or modify the Relevant Product;

5.2.3 disassemble, decompile or

reverse engineer the Relevant Product.

5.3 In addition, the Client undertakes:

5.3.1 to supervise and control Use of the Relevant Product in accordance with the terms of this Agreement and any Conduct Policy relating to Use of the Relevant Product as notified to the Client by UniServity from time to time and to ensure that all Registered Users comply with the terms of such policy and of this Agreement so far as applicable to them;

5.3.2 not to provide or otherwise make available the Relevant Product in whole or in part (including but not limited to object and source program listings, object code and source code), in any form to any person other than UniServity's employees without prior written consent from UniServity;

5.4 The Client is responsible for maintaining its own internet access and all necessary telecommunications equipment, software and other materials in order to be able to Use the Relevant Product.

5.5 The Client shall document and promptly report all errors or malfunctions in Use of the Relevant Product to UniServity.

5.6 Notwithstanding any warranty given by UniServity in relation to access to the Relevant Product, UniServity reserves the right to terminate or suspend the Client's or any Authorised User's Use of the Product immediately if the Servers are compromised, cracked or hacked or used inappropriately by any person in any way including but not limited to use of the Servers:

5.6.1 in a distributed denial of service attack;

5.6.2 to probe parts of other servers for vulnerability;

5.6.3 for any illegal activity;

5.6.4 to cause network disruption.

6. Support and Maintenance

6.1 UniServity shall provide such Support (if any) in relation to each Relevant Product as is more particularly detailed in the relevant Service Level Agreement attached to the Relevant Sales Order.

6.2 In order to maintain and upgrade the Webhost network infrastructure, the Webhost performs scheduled

maintenance on its own equipment which may result in interruptions or performance degradations to the Client's and Registered User's Use of the Relevant Product. UniServity shall make all commercially reasonable efforts to provide the Client with reasonable prior notification of all scheduled and emergency maintenance but UniServity shall not be liable to the Client or an Registered User for any such interruptions or performance degradations to the Client's or Registered Users. Any interruptions or performance degradations to the Client or Registered User's use of the Relevant Product shall be excluded from any warranty given in relation to the Relevant Product by UniServity.

6.3 Support shall not include the diagnosis and rectification of any fault resulting from:

6.3.1 modification repair adjustment or alteration of the Relevant Product or its merger (in whole or in part) with any other software by anyone other than UniServity or its associated companies;

6.3.2 the incorrect use operation or neglect of the Relevant Product

6.3.3 the failure by the Client or a Registered User to implement fixes or reasonable recommendations in respect of or solutions to faults previously advised by UniServity;

6.3.4 any breach by the Client of any of its obligations under any maintenance agreement;

6.3.5 installation, training and instruction, all of which shall be regarded as separate services and agreed and charged for in advance, unless provided for in the relevant Schedule.

6.4 Where the Client requests UniServity to provide Support and a fault is found to result from a circumstance described in clause 6.3 above UniServity shall in such circumstances be entitled to levy Additional Charges in the manner set out in clause 6.6 below.

6.5 UniServity shall be entitled to levy Additional Charges in the manner set out in clause 6.6 below if Support is provided in the circumstances where any reasonably skilled and competent data processing operator would have judged the Client's request to have been unnecessary.

6.6 Additional Charges shall be as stated in the relevant Service Level Agreement and shall be levied by UniServity monthly in arrears and shall be payable by the Client (together with value added tax thereon) within 14 days of receipt of an invoice

therefor.

6.7 The Client acknowledges that the Licence Fee reflects the fact that the Product has not been wholly developed to the Client's specification and agrees that UniServity may make such alterations, modifications and upgrades to the Relevant Product and may correct any errors at any time to improve the overall functionality of the Product as UniServity thinks fit even if such alterations, modifications, upgrades and corrections do not specifically improve the operation of the Relevant Product for the Client's particular purposes. UniServity shall give, where practical reasonable notice to the Client of any such alterations to the Relevant Product.

7. Intellectual Property

7.1 The Client acknowledges that any and all of the copyright, trademarks, trade names, patents and other intellectual property rights subsisting in or used in connection with the Relevant Product including all documentation and manuals relating thereto, are and shall remain the sole property of UniServity or its associated companies or licensors. The Client shall not during or at any time after the expiry or termination of this Master Licence in any way question or dispute the ownership by UniServity thereof or its associated companies or licensors.

7.2 In the event that new inventions, designs or processes evolve in performance of or as a result of this Agreement, the Client acknowledges that the same shall be the property of UniServity or the relevant associated company unless otherwise agreed in writing by UniServity or the relevant associated company. For the avoidance of doubt "processes" in this clause does not include processes derived from uses of outputs obtained through or data processed through use of the Product.

7.3 The Client shall indemnify UniServity and its associated companies fully against all liabilities, costs and expenses which UniServity or an associated company may incur as a result of specific work done in accordance with the Client's specific requirements in relation to the Relevant Products (if any) and data inputted by users under this Agreement involving infringement of any patent or other intellectual property rights.

7.4 The Client's data accessed through the Relevant Product including data inputted by member institutions and office staff shall be the property of the Client and UniServity will not make any use of it save for:

7.4.1 having access to it in order to maintain the Relevant Product;

7.4.2 for the purposes of UniServity

demonstrating its software to potential customers;

7.4.3 for extracting information in accordance with the Client's instructions for general statistical or marketing purposes.

7.4.4 Calculating any Licence and Operating Fees.

7.5 The Client must:

7.5.1 comply with any applicable data protection laws or codes of practice in handling any personal data in connection with this Agreement; and

7.5.2 ensure that all personal data has been captured in accordance with the Data Protection Act 1998 and any other applicable data protection laws or codes of practice to enable UniServity to use such data in accordance with clause 7.4.

8. Confidentiality

8.1 The Client acknowledges all the Products and associated documentation, including (without limitation) the specifications for the Relevant Products and any information relating to prices or fees paid under this Agreement, contains confidential information belonging to UniServity, its associated companies and third parties. The Client undertakes to treat as confidential and keep secret all information contained in the Products or such associated documentation or otherwise received from UniServity or its associated companies and shall not use such information for purposes other than connected with the use of the Relevant Products in accordance with this Agreement.

8.2 UniServity undertakes to treat as confidential and keep secret all information contained in the data inputted by the users under this Agreement or otherwise, received from the Client and shall not use such information for purposes other than connected with the use of the Relevant Product in accordance with the licence hereby granted.

8.3 The Client shall not without the written consent of UniServity communicate or disclose any part of such confidential information to any person except:

8.3.1 only to those employees, agents, sub-contractors and other suppliers on a need to know basis who are directly involved with the Relevant Products;

8.3.2 the Client's auditors, professional advisers and any other persons or bodies having a legal right or

duty to have access to or knowledge of the information in connection with the business of the Client;

8.4 The Client shall ensure that all persons and bodies mentioned in clause 8.3 are made aware, prior to disclosure, of the confidential nature of the information and that they owe a duty of confidence to the disclosing party and to use all reasonable endeavours to ensure that such persons and bodies comply with the provisions of this clause 8.

8.5 Clauses 8.1 and 8.2 will not apply to information coming into the public domain otherwise than due (in the case of 8.1) to breach of obligation by the Client or (in the case of 8.2) to breach of obligation by UniServity.

9. Warranty

9.1 The Client acknowledges that software in general is not error-free and agrees that the existence of such errors shall not constitute a breach of this Agreement.

9.2 In the event that the Client discovers a material error which substantially affects the Client's use of any Relevant Product and notifies UniServity of the error UniServity shall restore the functionality of the Relevant Product in line with the conditions set out in the relevant Service Level Agreement. Provided that the error has not been caused by any modification, variation or addition to the Product not performed by UniServity or an associated company or caused by its incorrect use, abuse or corruption of the Product or by use of the Relevant Product with other software or on equipment with which it is incompatible.

9.3 To the extent permitted by the applicable law UniServity disclaims all other warranties with respect to all Products, either express or implied, including but not limited to any implied warranties of satisfactory quality or fitness for any particular purpose.

9.4 Although UniServity does not warrant that the Relevant Product supplied hereunder shall be free from all known viruses it has used commercially reasonable efforts to check for the most commonly known viruses.

9.5 UniServity warrants that there are no disabling programs or devices in any Relevant Product.

10. Limitation of Liability

10.1 The Client acknowledges that UniServity's obligations and liabilities in respect of any of the Products and services are exhaustively defined in this Agreement. The Client is responsible for the consequences of any use of a

Relevant Product or act of any Registered User including any and all damage to the Servers and the Client will fully indemnify and keep fully indemnified UniServity in respect of any and all damage, liabilities, costs expenses (including legal expenses on a solicitor/client basis) and consequential losses (including but not limited to loss of profits and goodwill) that UniServity may incur as a result of such use of a Relevant Product, act of a Registered User or damage to the Servers.. Subject to clause 10.2 UniServity will not be liable for any indirect or consequential or special loss, damage, cost or expense of any kind whatsoever and howsoever caused, including but not limited to loss of production, loss of or corruption to data, loss of profits or turnover or sales or loss of contracts, loss of operation time and/or loss of goodwill or anticipated savings, even if characterised as direct loss or damage and even if UniServity has been advised of their possibility or that such were reasonably foreseeable.

10.2 UniServity accepts liability for:

10.2.1 death or personal injury caused by the negligence of UniServity, its employees, agents or sub-contractors in the course of their engagement under this Agreement and damage for which it is liable under the Consumer Protection Act 1987 without limit; and

10.2.2 physical damage to or loss of the Client's tangible property up to the amount of the total fee payable under this Agreement for one year (before increase under clause 3.2) in respect of each incident or series of incidents arising from the same cause in a one year period to the extent it results from the negligence of UniServity, its employees, agents or sub-contractors in the course of their engagement under this Agreement.

10.3 UniServity shall not be under any liability of any kind for any interruption of the Use of any Relevant Product or disruption to the Client's connection to the internet caused by failure on the part of the Webhost to remedy a situation which causes an interruption in network availability or due to a disruption in the connection between server and the internet.

10.4 In all other cases not falling within clauses 10.1 and 10.2 UniServity's total aggregated liability (whether in contract, tort, including negligence or otherwise) under or in connection with this Agreement in respect of any Relevant Product or based on any claim for indemnity or contribution in respect of that Product will not exceed the total Licence Fee paid for that Product by the

Client.

10.5 UniServy shall not be responsible for any interruptions or performance degradations to any Relevant Product that arise as a result of the Client, a Registered User and/or any third party using the Relevant Product to upload files or content from the Internet that alter, damage or modify in any way the Servers (including without limitation by contamination through virus or worm).

10.6 The Client agrees that except as expressly provided in this Agreement or the relevant Sales Order or Service Level Agreement UniServy will not be under any liability of any kind whatever and however caused arising directly or indirectly in connection with this Agreement. The Client will indemnify UniServy in respect of any third party claim for any injury, loss, damage or expense occasioned by or arising directly or indirectly from the Client's possession, operation or use of a Relevant Product or use of Maintenance or Support except and in so far as any such injury, loss, damage or expense was caused by any wrongful act or omission by UniServy.

10.7 The Client acknowledges and agrees that the allocation of risk contained in this clause 10 is reflected in the Licence Fee and is also a recognition of the fact that, inter alia, the Relevant Product cannot be tested in every possible combination and it is not within UniServy's control how and for what purpose a Relevant Product is used by the Client.

10.8 UniServy will use all reasonable endeavours to meet any delivery times or times for final or stage completion of any development works or services set out in any Sales Order but shall not be liable for any delays in such delivery or completion and time shall not be of the essence of this Agreement as regards such delays.

11. Client's Indemnity

11.1 UniServy agrees to indemnify and save harmless and defend at its own expense the Client from and against any and all claims of infringement of copyright, patents, trademarks, industrial designs, or other intellectual property rights affecting the Relevant Product provided that (i) neither the Client nor any Registered User shall have done, permitted or suffered to be done anything which may have been or become an infringement of any rights in any copyright, patents, trademark or other rights as hereinbefore provided, and (ii) the Client shall have exercised a reasonable standard of care in protecting the same; failing which, the Client shall indemnify UniServy and its associated companies against all actions, proceedings, costs, claims and expenses incurred in respect thereof. Both the Client and UniServy agree that the indemnity given under this clause 11.1

represents UniServy's entire liability to the Client in respect of infringement of intellectual property right

11.2 The Client undertakes that UniServy shall be given prompt notice of any claim specified in clause 11.1 that is made against the Client and UniServy and/or its associated companies shall have the right to defend any such claims and make settlements thereof at their own discretion and the Client shall give such assistance as UniServy or its associated companies may reasonably require to settle or oppose any such claims.

11.3 In the event that any such infringement occurs or may occur, UniServy may at its sole option and expense:

11.3.1 procure for the Client the right to continue using the Relevant Product or infringing part thereof;

11.3.2 modify or amend the Relevant Product or infringing part thereof so that the same becomes non-infringing;

11.3.3 replace the Relevant Product or infringing part thereof by other software of similar capability; or

11.3.4 repay to the Client the Licence Fee paid by the Client relating to the whole or the infringing part of the Relevant Product and terminate the licence to use and require the Client to cease using the Relevant Product or infringing part.

12. UniServy's Indemnity

12.1 Client is solely responsible for all use (whether by Client or a Registered User and/or any third party) of all Relevant Products (including equipment and documentation) supplied by UniServy under this Agreement, the content of all communications facilitated by any such Product and the conduct of all users of such Product in relation to such use and for the display and use of its URL. Client accordingly warrants to UniServy that it shall ensure that (without prejudice to Clause 11) no such display use, content or conduct shall be unlawful (including, without limitation, fraud, invasion of privacy, illegal pornography, obscenity, defamation or interference with, or disruption to, other network users, network services or network equipment) or prohibited by the terms of this Agreement, and that no such display use, content or conduct shall infringe the rights of any third party (including, without limitation, intellectual property rights or confidential information) and Client agrees to indemnify and save harmless and defend at its own expense UniServy (and its holding, subsidiary and other associated companies, its

officers and employees) against any and all costs, claims or other liabilities (including reasonable legal fees), arising as a result of such display use, content or conduct.

13. Duration and Termination.

13.1 This Agreement in respect of a relevant Sales Order and the Licence granted herein shall commence as regards each Relevant Product on the date specified in the Relevant Sales Order and shall continue for the period specified in that Sales Order ("Initial Term") unless terminated in accordance with the provisions of this clause 13. After the Initial Term, the Agreement will automatically renew for one-year periods (the "Renewal Term"), unless either Party gives the other Party written notice of termination at least 30 days' before the start of a Renewal Term or unless the Agreement is otherwise terminated in accordance with the provisions of this clause 13.

13.1.1 In the event that a Sales Order ("Subsequent Order") is entered into by the Client within 12 months following the entering into of a previous Sales Order ("Prior Order"), the term of the Prior Order shall be extended to the Renewal Date set out in the Subsequent Order and the Subsequent Order shall accordingly terminate or renew, as the case may be, on the same date as the Prior Order.

13.1.2 In the event that a Subsequent Order is made 12 months or more after a Prior Order, the term of the Prior Order shall remain the same however the Client shall enter into a new Sales Order in respect of the Relevant Product described in the Prior Order with a Commencement Date being the same as the Renewal Date of the Prior Order and a Renewal Date being the same as the Renewal Date set out in the Subsequent Order and upon Goldmine Media's standard charges then in force in respect of the Relevant Product.

13.2 This Agreement may be terminated forthwith by UniServy.

13.2.1 if the Client fails to pay any sum due hereunder within 60 days of the invoice date

13.2.2 if the Client commits any material breach of any term of this Agreement (other than one falling within 13.2.1 above) and (in the case of a breach capable of being remedied) fails to remedy such a breach within 30 days of a written request to remedy the same;

- 13.2.3 if the Client's use, content or conduct shall be unlawful (including, without limitation, fraud, invasion of privacy, illegal pornography, obscenity, defamation or interference with, or disruption to, other network users, network services or network equipment.
- 13.2.4 if the Client shall convene a meeting of its creditors or if a proposal shall be made for a voluntary arrangement with (or assignment for the benefit of) its creditors or if the Client shall be unable to pay its debts within the meaning of the section 112 of the Insolvency Act 1986 or if a trustee receiver administrative receiver or similar officer is appointed in respect of all or any part of the business affairs, property or assets of the Client or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the Client or documents are filed with a court of competent jurisdiction for an appointment of an administrator of the Client or notice of intention to appoint an administrator is given by the Client or its Directors or by a qualifying floating charge holder (otherwise than for the purpose of an amalgamation or reconstruction).
- 13.2.5 If the Client's conduct results in a serious or persistent breach(es) of any of the User Conditions set out in any Sales Order.
- If UniServy is entitled to terminate this Agreement under clause 13.2.1 or 13.2.2 or 13.2.5 it may instead terminate it only in respect of the Relevant Product in relation to which the default has occurred.
- 13.3 Any termination of this Agreement pursuant to this clause (whether entire or partial) shall be without prejudice to any other rights or remedies either party may be entitled to hereunder or at law and shall not affect any accrued rights of either party or liability of the Client nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.
- 13.4 Notwithstanding clause 5 in the event of the liquidation or cessor of business by UniServy or (if UniServy has assigned its rights under this Agreement) its successor the Client shall be entitled to take a copy of the software incorporated in the Product and of its own data accessed through the Product on CD rom and may use the software for the purpose of processing its own data for its own purposes only for the balance outstanding of the term of the Agreement and subject to all the other terms and conditions of this Agreement.
- 13.5 On termination of this Agreement as regards any Relevant Product UniServy will hold the Client's data accessed through the Relevant Product for a further 7 days during which period the Client may download such data. Thereafter UniServy will be free to delete such data and will delete it if so requested by the Client.
- 13.6 This Agreement may be terminated forthwith by the Client if UniServy commits any material breach of any term of this agreement and (in the case of a breach capable of being remedied) fails to remedy such a breach within 30 days of a written request to remedy the same.
- 14. Force Majeure**
- Neither party will be liable for any delay in performing or failing to perform any of its obligations under this Agreement owing to any cause beyond its reasonable control (including but not limited to transmission delays or failures of, or loss of data transmitted via, services provided by third party mobile networks) or defect or down time in the servers on which the data is held and processed. Such delay or failure will not constitute a breach of this Agreement and the time for performance of the affected obligation will be extended by such period as is reasonable.
- 15. Waiver**
- No delay or failure by either party to exercise any of its powers, rights or remedies under this Agreement will operate as a waiver of them nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. Any waiver, to be effective, must be in writing. Each party's remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.
- 16. Severability**
- If any part of this Agreement is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable then such part will be severed from the remainder of this Agreement which will continue to be valid and enforceable to the fullest extent permitted by law.
- 17. Entire Agreement**
- 17.1 This Agreement together with the Sales Order and the relevant Service Level Agreements is the complete and exclusive statement of the agreement between the parties relating to the subject matter of this Agreement and supersedes all previous communications, representations and other arrangements, written or oral. The Client acknowledges that no reliance is placed on any representation made but not embodied in this Agreement. The printed terms of any purchase order or other correspondence and documents of the Client issued in connection with this Agreement will not apply unless expressly accepted in writing by UniServy in this Agreement.
- 17.2 Except as otherwise permitted by this Agreement no change to its terms will be effective unless it is in writing, referenced to this Agreement, and signed by authorised signatories of both parties.
- 17.3 Notwithstanding the other terms of this Clause 17 and the terms of clause 10 nothing in this Agreement shall exclude the liability of UniServy for fraud or fraudulent misrepresentation.
- 18. Assignment**
- The Client shall not assign or otherwise transfer all or part of the Relevant Product or this Licence without the prior written consent of UniServy
- 19. Headings**
- The headings of the terms and conditions herein contained are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of any of the terms and conditions of this Agreement.
- 20. Notices**
- Any notice to be given by either party to the other may be sent by recorded delivery to the address of the other party as appearing herein or such other address as such party may from time to time have communicated to the other in writing and if so sent shall be deemed to be served 3 days following the date of posting.
- 21. Contracts (Rights of Third Parties) Act 1999**
- Save for the holding subsidiary and other associated companies of UniServy its officers and employees who shall be entitled to the benefit of provisions in which they are referred to, this contract does not purport, and is not intended, to confer any benefit on any third party pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999. The consent of any third party is not required to any variation or termination of this Agreement.
- 22. Governing Law**
- The construction, validity and performance of this Agreement shall be governed by English law and each party agrees to submit to the exclusive jurisdiction of the courts of England.