

General Terms and Conditions of Purchase of Software (Bell Integration GmbH)

Author: Raees Khan

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1. BASIS OF CONTRACT

1.1. These terms and conditions below ("**Conditions**") apply to the agreement ("**Contract**") between **Bell Integration GmbH** or its Group Company ("**Customer**") and the supplier identified in the Customer's purchase order ("**Supplier**") each a Party and together the Parties, for the sale and licence of any standard software in the form generally offered to customers and being sold by the Supplier pursuant to an Order and that has not been customised to meet specific Customer or end user requirements ("**Software**"), set out in the Customer's order ("**Order**"). Once the Order is issued by the Customer the Contract is formed between the Customer and the Supplier. These Conditions shall apply to the exclusion of any other terms that the Supplier seeks to impose or incorporate within a quotation issued by the Supplier in response to a request for quotation relating to the purchase and supply of the deliverables ("**Quotation**"), or which are implied by trade, custom, practice or course of dealing, other than those terms and conditions issued by the Supplier or its third party vendor ("**Licensor**") of Software for the use of that Software by an end user (as may be amended from time to time), in an end user licence agreement ("**EULA**") which is entered into between the Supplier and the Customer's client ("**End User**"). In the event of conflict, the terms of such EULA shall take precedence.

2. DEFINITIONS

2.1. "**Group Company**" means with respect to the relevant party, any company which is a subsidiary or holding company of such party or a subsidiary of its holding company.

3. WARRANTIES

3.1. The Supplier warrants, represents and undertakes to the Customer that the Software will:

- 3.1.1. be of satisfactory quality;
- 3.1.2. be fit for any purpose held out by the Supplier or made known to the Supplier by the Customer whether expressly or by implication;
- 3.1.3. correspond in all material respects with any relevant specification in the Quotation;
- 3.1.4. be free from material defects in design, materials and workmanship; and
- 3.1.5. comply with all laws, legislation and government regulations applicable to a party's rights and obligations set out in this Contract from time to time applicable laws ("**Applicable Laws**").

3.2. The Supplier shall pass on to the Customer and/or its End User the benefit of the warranties and guarantees given with the deliverables by the third party vendor and/or the manufacturer.

3.3. The Supplier gives the warranties more specifically set out in the Quotation.

3.4. If, during the period of ninety (90) days from the date of delivery (unless specified otherwise in the Order) ("**Warranty Period**") there is a breach of any of the warranties in Condition 2, then without limiting any of its other rights or remedies, the Supplier shall at its discretion, either: (i) promptly remedy the breach at the Suppliers own cost; (ii) replace or re-perform the Software to comply with the Contract, or (iii) provide a refund to the Customer for the price of the non-compliant Software.

4. LICENCE

4.1. Where the Software is supplied by the Licensor pursuant to a EULA then Customer shall be bound by the terms of the EULA and where there is any conflict or ambiguity between any of the provisions in the EULA and any other terms in the Contract, the terms of the EULA shall prevail to the full extent necessary to resolve any conflict or ambiguity. The Customer shall comply with the terms of the EULA and shall indemnify the Supplier and keep the Supplier indemnified from and against any and all damages, losses, costs and expenses that the Supplier may suffer as a result of the Customer's breach of the EULA.

4.2. The Supplier shall bring to the Customer's attention within the Quotation, prior to the placing of a Purchase Order by the Customer, whether the Standard Software is the subject of a EULA. Once the Supplier has identified to the Customer that the Standard Software is supplied subject to the terms of a EULA, the Customer shall be responsible for negotiating any amendments to the EULA that it may require and the Supplier shall not be involved in those negotiations. The Customer shall be responsible for ensuring that any required amendments are made to the EULA and for entering into the EULA directly with the Licensor if so required by the Licensor, or for incorporating terms of the EULA into the Contract provided always that the Supplier shall not be under any obligation to the Customer greater than that which the Licensor has to the Supplier.

4.3. **Licence without EULA.** If the Software is supplied without a EULA then the provisions of this Condition 3.3 (Licence without EULA) shall apply.

4.3.1 The Customer shall have the right to use the Software as follows:

- (i) the Software shall only be used for the purpose for which it is supplied by the Licensor;
- (ii) the term of the licence shall be limited to the period, number of users, locations for which the licence fee has been paid by the Customer or as more specifically set out in the Quotation;
- (iii) the licence shall be non-exclusive, non-assignable, non-sublicensable and non-transferable without the Licensor's prior consent;
- (iv) except as permitted by Applicable Laws, the Customer will not and will not allow any third party to copy, adapt, reverse engineer, decompile, disassemble, create derivatives from or modify the Software in whole or in part; and
- (v) the Customer acknowledges that the Supplier gives no representation, warranty or undertaking that the Software is free from defects or will operate without interruption.

4.3.2 The Supplier warrants and represents that:

- (i) the supply of the Software by the Supplier to the Customer and its use by the Customer or the Customer's end user in accordance with the terms of the licence will not infringe the copyright of any third party;
- (ii) shall use up-to-date industry standard anti-virus software to seek to prevent the introduction of a Virus into the Customer or Customer's end user systems at the time of delivery;
- (iii) the Supplier shall assign to the Customer, or procure for the benefit of the Customer, the benefit of any maintenance, support, warranties or guarantees, if any, that the Supplier has received for the Standard Software from the Licensor;
- (iv) except as expressly stated in this Condition 3.3, all warranties, terms and conditions implied by statute, common law or otherwise are excluded to the extent permitted by Applicable Laws;
- (v) the Supplier shall not have liability for loss of, damage to or corruption of Customer or Customer's end user's data; and

5. DELIVERY

5.1. The Software shall be delivered in accordance with the date specified within an accepted Order ("**Delivery Date**") or if there is no date specified, delivery of the Software shall be within a reasonable time. Each Party shall inform the other of any delay in delivery of which it becomes aware and seek in good faith to agree an alternative date for delivery. The Customer or its End User shall not unreasonably refuse to take delivery of late Software but may cancel any Contract without liability if any alternative date is not achieved or delivery is not within a reasonable time.

- 5.2. Unless stated otherwise in the Quotation, the Supplier will be responsible for import clearance, including paying all applicable local duties and taxes.
- 5.3. The Supplier shall make available all user information for the Software as provided by the Licensor.
- 5.4. The Software shall be delivered through the delivery channels usually used by the Licensor and the Seller shall facilitate access to the Software in accordance with the channel requirements.

6. PRICE AND PAYMENT

- 6.1. The Customer shall pay all undisputed invoices within thirty (30) days from the date of the invoice unless expressly stated otherwise in the Order.
- 6.2. All payments shall be made in Euro (EUR), unless otherwise agreed in writing between parties.
- 6.3. If any charges payable under any Contract is not paid when due then Supplier shall be entitled to payment and may claim interest from the due date until payment is made in full both before and after any judgment, at two per cent (2%) per annum over the Bank of England Bank Rate from time to time.
- 6.4. If the Customer, on bona fide grounds, disputes any part of an amount invoiced by the Supplier ("**Disputed Sum**"), the Customer shall notify the Supplier in writing of that dispute within five (5) Working Days of receiving the invoice, giving details of the nature of the dispute and the amount that it claims should have been invoiced and:
 - 6.4.1 the Customer will pay that part of the invoice which is not the Disputed Sum in accordance with Condition 6.1;
 - 6.4.2 the Customer will be entitled to withhold payment of the Disputed Sum;
 - 6.4.3 the Supplier will provide all such information and evidence as may be reasonably necessary to verify the Disputed Sum; and
 - 6.4.4 following resolution of the dispute under this Condition, the Customer will promptly pay to Supplier that part of the Disputed Sum as it is resolved is payable by the Customer.

7. CONFIDENTIALITY

- 7.1. The Parties shall:
 - 7.1.1. protect all information, disclosed by the other party ("**Disclosing Party**"), or its employees, officers, advisers, agents or representatives ("**Representatives**"), to the other party ("**Receiving Party**") pursuant to the Contract, including but not limited to, financial, end customer information, business or technical or other data and all other confidential information (whether written, oral, visual or in electronic form or in magnetic or other media) ("**Confidential Information**") and, in doing so, must use no less than the equivalent degree of care that such party applies to its own Confidential Information which shall in no case be less than a reasonable standard of care;
 - 7.1.2. have internal systems to ensure that the Disclosing Party's Confidential Information is stored and handled in such a way as to prevent unauthorised disclosure;
 - 7.1.3. procure that its personnel and any third parties do not; disseminate, copy, employ, exploit, adapt, modify or in any other manner whatsoever utilise the Disclosing Party's Confidential Information other than strictly for the provision of Software. For the avoidance of doubt, the Supplier shall be liable for all acts and/or omissions of its personnel and any third parties.
- 7.2. The obligations contained in Condition 9.1 shall not apply to any Confidential Information which: (a) is lawfully in the possession of the Receiving Party prior to receipt from the Disclosing Party, as reasonably evidenced in writing; (b) is or becomes publicly known, other than as a consequence of a breach of the Contract; (c) can be reasonably evidenced by written records that it has been developed independently by the Receiving Party without access to, use of, or incorporation of the Confidential Information; (d) is required to be disclosed by a court of competent jurisdiction or operation of law, provided the Receiving Party, where reasonably

practicable, provides notice to the Disclosing Party of such disclosure; (e) is received from a third party without breach of any other relevant confidentiality obligations.

- 7.3. Where the Receiving Party is required to disclose the Disclosing Party's Confidential Information by a court of competent jurisdiction or operation of law, the Receiving Party shall:
 - 7.3.1. where reasonably practicable and legally permitted, provide notice to the disclosing party of such disclosure;
 - 7.3.2. co-operate with the disclosing party, at the disclosing party's costs and expense, in such manner as it may reasonably require to prevent or limit such disclosure; and
 - 7.3.3. limit the disclosure of Confidential Information only to the extent required

8. DATA PROTECTION

- 8.1. For the purpose of this Condition 8, "Controller", "Personal Data" and "Process" shall have the meanings given to them in the General Data Protection Regulation (Regulation (EU) 2016/679) and the UK General Data Protection Regulation as applicable, and any of their successor legislation ("**Data Protection Legislation**");
- 8.2. The parties each acknowledge and agree that they may need to Process Personal Data (in their respective capacities as Controllers) in order to (as appropriate): (a) administer and provide the Software ; (b) request and receive the Software ; (c) compile, dispatch and manage the payment of invoices relating to the Software; (d) manage the Contract and resolve any disputes relating to it; (e) respond and/or raise general queries relating to the Software; and (f) comply with their respective regulatory obligations.
- 8.3. Each party shall Process Personal Data for the purposes set out in Condition 8.2 in accordance with their respective privacy policies. The Parties acknowledge that they may be required to share Personal Data with their affiliates, group companies and other relevant parties, within or outside of the country of origin, in order to carry out the activities listed in Clause 9.2, and in doing so each party will ensure that the sharing and use of this Personal Data complies with DPA.
- 8.4. Where the Supplier is Processing End User Personal Data, the Customer will require the Supplier to agree to a Data Protection agreement with the End User directly.

9. CUSTOMER MATERIALS

- 9.1. The Supplier shall not and shall procure that any subcontractor does not store, copy, disclose, or use material which is made available or supplied by the Customer to the Supplier ("**Customer Materials**") except as necessary for the performance by the Supplier of its obligations under the Contract or as otherwise expressly authorised in writing by the Customer.
- 9.2. The Supplier shall take all precautions necessary to preserve the integrity of Customer Materials and to prevent any corruption, destruction or loss of data relating to the Customer or End User which is processed, stored, generated, or capable of access by, or which otherwise comes into the possession of the Supplier or any subcontractor.

10. INSURANCE

- 10.1. The Supplier agrees to take out and maintain insurance in respect of cyber insurance, employer's liability, public liability and professional liability as is commercially prudent and reasonable with a reputable insurance company and such insurance of a sufficient value and in respect of the types of insurance that it is reasonable for the Customer to require of a supplier supplying Software and similar to those of the Supplier under this Contract to maintain, as well as any other insurance required by law from time to time. The Supplier shall provide the Customer with a copy of such insurance certificates upon reasonable request in order to verify the extent and level of insurance cover taken out by the Supplier and the payment of the relevant premiums.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1. Nothing in this Contract shall transfer any intellectual property rights including but is not limited to; patents, designs and trade marks (whether registered or unregistered), copyright, database rights and know how ("Intellectual Property Rights" or "IPR") from the Supplier to the Customer or End User.
- 11.2. The Customer hereby authorises the Supplier to use any IPR in materials provided to it by the Customer for the purposes only of performing its obligations under the Contract for the duration of the Contract.
- 11.3. The Supplier hereby grants (or shall procure the grant of) the right to possess and use the deliverables for the purpose for which the deliverables have been supplied.
- 11.4. The Customer shall not remove, deface or obscure any identifying or proprietary mark on or relating to the deliverables.

12. IPR INDEMNITY

- 12.1. The Supplier shall indemnify and hold the Customer harmless from and against any and all liability or damage (including reasonable and verifiable costs and expenses) suffered or incurred by the Customer and arising from any action, claim or proceedings brought against the Customer by a third party alleging that the proper possession or use of the Software by the Customer or Customer's end user infringes such third party's IPR ("Claim") provided that: (i) the Supplier is given prompt written notice of such Claim; (ii) is given information, reasonable assistance, and exclusive authority to defend or settle the Claim; (iii) that the Customer complies with all reasonable instructions of the Supplier with regard to the continuing use of the relevant Deliverable; and (iv) that Customer does not prejudice the Supplier's defence or settlement of the Claim.

13. LIMITATION OF LIABILITY

- 13.1. Neither party excludes or limits its liability to the other for:
- 13.1.2 personal injury or death caused by its negligence;
- 13.1.2 any matter for which, Applicable Laws, a party cannot exclude or limit or attempt to exclude or limit its liability; and
- 13.1.3 fraud or fraudulent misrepresentation.
- 13.2. Subject to Condition 13.1, neither party shall have any liability to the other party for any indirect, special or consequential loss, loss of profits, loss of revenue, loss of savings, damage to reputation or goodwill; or loss of data.
- 13.3. Subject to Condition 13.1 and 13.2, the Supplier's total liability to the Customer arising under or in connection with the Contract whether for breach of contract, tort, breach of statutory duty or otherwise shall not exceed:
- 13.3.1 £5 million for any and all liability resulting from defects in the products; any Claim under Condition 12.1 (IPR Indemnity); for breach of Condition 7 (Confidentiality); or, negligence; and,
- 13.3.2 for all other liability, the price of the Software paid by the Customer under the Contract, unless otherwise agreed in the Contract.
- 13.4. Subject to Condition 13.1 and 13.2, the Customer's total liability to the Supplier for breach of contract, tort, breach of statutory duty or otherwise shall not exceed the price of the Software paid by the Customer under the Contract, unless otherwise agreed in the Contract.

14. ANTI-BRIBERY, CORRUPTION AND FACILITATION OF TAX EVASION

- 14.1. The Supplier shall and shall procure that persons associated with it or other persons who are performing services in connection with this Contract shall:
- 14.1.1 comply with all applicable laws statutes, regulations, and codes relating to anti-bribery and anti-corruption ("**Relevant Requirements**");
- 14.1.2 not engage in any activity, practice or conduct which would constitute an offence under the Relevant Requirements;
- 14.1.3 have and shall maintain in place throughout the term of this Contract its own policies and procedures, including but not limited to adequate procedures under the Relevant

Requirements and to prevent the facilitation of tax evasion by another person (including without limitation employees of the Supplier) and to ensure compliance with **Error! Bookmark not defined.**14.1.2;

- 14.1.4 notify Customer (in writing) if it becomes aware of any breach of **Error! Bookmark not defined.**14.1.1. or **Error! Bookmark not defined.** 14.1.2, or has reason to believe that it or any person associated with it has received a request or demand for any undue financial or other advantage in connection with the performance of this Contract;
- 14.1.5 immediately notify Customer (in writing) if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier and the Supplier warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of this agreement;
- 14.1.6 if requested, provide Customer with any reasonable assistance, at the Customer reasonable cost, for Customer to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with Relevant Requirements.
- 14.2. The Supplier shall ensure that any person associated with the Supplier who is performing services in connection with the Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this Condition 14. The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to Customer for any breach by such persons of any of the Relevant Terms.
- 14.3. Any breach of this Condition 14 shall be deemed a material breach and a Party shall terminate under Condition 16.
- ## 15. ANTI-SLAVERY
- 15.1. The Supplier shall and shall take reasonable measures to procure that its sub-contractors shall at all times:
- 15.1.1 comply with any and all Applicable Laws anywhere in the world which relate to anti-slavery or servitude, anti-forced or compulsory labour and/or anti-human trafficking ("**Anti-slavery Laws**");
- 15.1.2 comply with the the supplier charter as amended from time to time;
- 15.1.3 not engage in any practice that amounts to (a) slavery or servitude (each as construed in accordance with Article 4 of the Convention for the Protection of Human Rights and Fundamental Freedoms of 4 November 1950, as amended), (b) forced or compulsory labour (as defined by the International Labour Organisation's Forced Labour Convention 1930 (No. 29) and Protocol), (c) human trafficking or (d) the arrangement or facilitation of the travel of another person with a view to that person being exploited;
- 15.1.4 not do or omit to do any act or thing which constitutes an offence under applicable Anti-Slavery Laws; not knowingly employ or engage in any practices that constitute an offence under Anti-Slavery Laws; and
- 15.1.5 not do or omit to do any act or thing which causes any Customer to be in breach of and/or to commit an offence under any Anti-Slavery Laws.
- 15.2. The Supplier will:
- 15.2.1 impose upon the third parties, the obligation to conduct proper and appropriate checks on any agency or person used by the third parties to provide labour, employees, contractors or other persons to undertake tasks (in each case whether on a permanent or temporary basis) in the performance of the Contract designed to ensure that any such agency or person does not engage in any modern slavery practice;

- 15.2.2 to the extent that it forms part of the Software, provide the Customer with such reasonable assistance and information as it may require from time to time to assist it to:
- 15.2.3 perform any activity required by any government, regulatory entity or agency in any relevant jurisdiction for the purpose of compliance with any applicable Anti-Slavery Laws;
- 15.2.4 where legally required, prepare a slavery and human trafficking statement;
- 15.2.5 comply with any requirement to report on respect for human rights or to enable a Service Recipient to demonstrate compliance with any human rights code or policy to which it adheres or which applies to it;
- 15.2.5.1 identify any non-compliance with the supplier charter; and
- 15.2.5.2 conduct due diligence and to measure the effectiveness of the steps that the Customer is taking or wishes to take to ensure that modern slavery practices are not taking place in its business or supply chains; to the extent it does not form part of the Software the Supplier may make a fair and reasonable charge for such assistance.
- 15.3. The Supplier will promptly give written notice to the Customer upon becoming aware of the occurrence of a breach or suspected breach of any of its obligations under this Condition 15.
- 15.4. Any breach of Condition 15 by the Supplier will be a material breach of this Contract which is not capable of being remedied, irrespective of whether any financial loss or reputational damage arises, and irrespective of the level of any financial loss or deprivation of benefit arising, as a consequence of such breach.
- 15.5. The Supplier will indemnify the Customer against all liability or damage (including reasonable and verifiable costs and expenses), in each case arising out of or in connection with any breach by the Supplier of Condition 15 (including any failure or delay in performing, or negligent performance or non-performance of, any of its obligations under this Condition 15).
- 16. TERMINATION**
- 16.1. Either party may by written notice terminate the Contract if the other party is in material breach of any Condition(s) of the Contract, which is either (i) not capable of remedy; or (ii) being capable of remedy, has not been remedied within thirty (30) days after written notice from the other party requiring it to do so.
- 16.2. Either party may terminate the Contract at any time with immediate effect if:-
- 16.2.1 a resolution is passed, or an order is made for the winding up (or equivalent order in the relevant jurisdiction) of the other party, otherwise than for the purposes of a bona fide scheme of solvent amalgamation or reconstruction;
- 16.2.2 the other party becomes subject to an administration order; a liquidator, receiver or administrative receiver or similar is appointed over any of its property or assets;
- 16.2.3 the other party enters into an arrangement or composition with its creditors, ceases or threatens to cease to carry on business, becomes insolvent or ceases to be able to pay its debts as they fall due;
- 16.2.4 the other party suffers any event analogous to 16.2.1 to 16.2.3 (inclusive) in any other jurisdiction;
- 16.2.5 the other Party commits a breach under Condition 14(Anti-Bribery and Corruption) or Condition 15 (Anti-Slavery); or
- 16.2.6 a Force Majeure Event (defined in Condition 22.1) continues for a period of sixty (60) days.
- 16.3. If the Contract is terminated: (i) the Contract shall continue in force to the extent necessary to give effect to those of its provisions which expressly or by implication have effect after termination; and (ii) the rights of either party accrued on or prior to termination shall remain unaffected.
- 16.4. In the event of termination or expiry of the Contract the EULA shall continue in accordance with its terms.
- 17. AUDIT AND INSPECTION**
- 17.1 The Customer is entitled to carry out an audit of the Supplier in accordance with the terms of this Condition. Such audit shall be carried out no more than once per annum, upon providing thirty (30) days prior written notice.
- 17.2 The Supplier shall:
- 17.2.1 allow the Customer, its auditors, authorised agents and/or representatives, access on any Working Day to such records held by the Supplier (including the right to make copies thereof), subject to any confidentiality undertaking required by the Customer; and
- 17.2.2 provide all reasonable assistance for the purposes of auditing the Suppliers compliance with the Contract in its performance of the provision of Software.
- 17.3 If any audit or inspection by or on behalf of the Customer reveals any material breach by the Supplier of its obligations under the Contract in carrying out the provision of Software, the Customer may, without prejudice to any other remedies it may have, require the Supplier to:
- 17.3.1 remedy the cause of such non-compliance as soon as reasonably practicable;
- 17.3.2 carry out a further audit within six (6) months on the same basis; and/or
- 17.3.3 refund the Customer all reasonable and verifiable third party costs and expenses relating to such audit or inspection (including those of third party advisors).
- 18. ASSIGNMENT AND SUB-CONTRACTING**
- 18.1 The Supplier shall not assign, transfer or sub-contract its rights or obligations under the Contract without the Customer's prior written consent. Any such consent shall not relieve the Supplier of its obligations under the Contract.
- 19. NOTICES**
- 19.1 Where the Contract requires notice to be given by one party to the other such notice shall be in writing and shall be delivered by hand, e-mail, courier, first class post or special delivery post to the following:
- 19.1.1 in the case of delivery to the Customer, to the CFO or General Counsel at New Hampshire Court, St. Paul's Road, Portsmouth, PO5 4AQ;
- 19.1.2 in the case of e-mail, to an email address previously used by the receiving party for the purposes of issuing or receiving Orders and which the sender has reasonable grounds to believe is in use, if a non-automated confirmation of receipt is not received within 24 hours of sending then another method of delivery shall also be used but this shall not affect the deemed receipt of the e-mail;
- 19.1.3 in the case of delivery to the Supplier to a Director at the Supplier's registered office address.
- 19.2 Notices will be deemed to have been duly served if delivered by hand or by courier at the time of delivery; if by e-mail at the time of sending; if delivered by first class post or special delivery post 48 hours after being posted, if by email at the time of sending, provided that where in the case of delivery by hand, e-mail or courier such delivery occurs either after 4.00 pm on a Working Day, or on a day other than a Working Day, service will be deemed to occur at 9.00 am on the next Working Day.
- 20. SEVERABILITY**
- 20.1 If any Condition(s) under the Contract are deemed or found to be invalid or unenforceable by a court of competent jurisdiction, such provisions shall be deemed omitted, all other provisions shall remain in full force and effect.
- 21. THIRD PARTY RIGHTS**
- 21.1 A Contract is not intended to confer a benefit on any person who is not a party to it. A person who is not a party to the Contract may not enforce the Contract.

22. FORCE MAJEURE

22.1 Neither party shall be liable for the failure to perform its obligations under the Contract, if such failure results from any circumstance or event which is beyond such party's reasonable control, that was not known or reasonably foreseeable by the affected party at the date of the relevant Contract and which prevents that party from performance of its obligations under this Contract in whole or part including but not limited to; acts of God, fire, flood or earthquake, war, civil commotion affecting a third party (for which a substitute third party is not readily available), government action, regulations, guidelines, terrorist attack, computer or network failure or malfunction, strikes or industrial action other than by that party's employees ("**Force Majeure Event**").

22.2 A party which relies upon a Force Majeure Event to excuse performance may only do so if it has taken reasonable steps to mitigate the effects upon it of the Force Majeure Event and continues to perform the obligations that are not affected.

23. VARIATION AND WAIVER

23.1 No variation of this Contract shall be effective unless it is in writing and signed by the Parties.

23.2 A waiver of any right or remedy under this Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

23.3 A failure or delay by a party to exercise any right or remedy provided under this Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy under this Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

24. ENTIRE AGREEMENT

24.1 The Contract contains all the terms which the Customer and the Supplier have agreed in relation to the supply of the Software and supersedes any prior written or oral agreements,

representations or understandings between the parties relating to such Software

24.2 The Supplier acknowledges that it has not relied upon any warranty, representation, statement or understanding made or given by or on behalf of the Customer which is not set out in the Contract and agrees that it shall have no claim in respect of the same. Nothing in the Contract will exclude any liability which one party would otherwise have to the other party in respect of any statements made fraudulently.

25. NO PARTNERSHIP, JOINT VENTURE, AGENCY OR EMPLOYMENT

25.1 Nothing contained in the Contract, and no action taken by the parties pursuant to the Contract, will be deemed to constitute a relationship between the parties of partnership, joint venture, principal and agent or employer and employee. Neither party has, nor may it represent that it has, any authority to act or make any commitments on the other party's behalf.

26. PUBLICITY

26.1 The Supplier shall not: (a) make any public announcement or issue any public circular (including a media or press release) relating to the Contract or its subject matter without the prior written approval of the Customer; or (b) use the name or logos of the Customer and member of its group of companies or of its customers, as a reference or in any advertising or promotional materials without the Customer's prior written consent (on every occasion), which may be withdrawn at any time if it is given.

27. JURISDICTION AND GOVERNING LAW

27.1 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 at all times in accordance with the laws of Germany and the Parties submit to the exclusive jurisdiction of the courts of Cologne.