

## **zioxi onView agreement**

### **Agreement**

#### **1. Definitions**

1.1 Except to the extent expressly provided otherwise, in this Agreement:

**"Acceptable Use Policy"** means the zioxi onView acceptable use policy published on the zioxi [www.onView.io](http://www.onView.io) website, as updated from time to time;

**"Account"** means an account enabling a person to access and use the Hosted Services, including both administrator accounts and other types of user accounts;

**"Agreement"** means this agreement including any Schedules and the Order Form (which incorporates these terms and conditions), and any amendments to this Agreement from time to time;

**"Authorised User"** has the meaning set out in clause 4.3(a);

**"Business Day"** means any weekday other than a bank or public holiday in England;

**"Business Hours"** means the hours of 09:00 to 17:00 GMT/BST on a Business Day;

**"Charges"** means the fees for the Platform, Hosted and other Services set out in the Order Form;

**"Customer Confidential Information"** means:

- (a) any information disclosed by the Customer to the Provider at any time before the termination of this Agreement (whether disclosed in writing, orally or otherwise) that at the time of disclosure:
  - (i) was marked or described as "confidential"; or
  - (ii) should have been reasonably assumed to be confidential; and
- (b) the Customer Data;

**"Customer Data"** means all data, works and materials: uploaded to or stored on the Platform by the Customer; transmitted by the Platform at the instigation of the Customer; supplied by the Customer to the Provider for uploading to, transmission by or storage on the Platform; or generated by the Platform as a result of the use of the Hosted Services by the Customer;

**"Documentation"** means [the documentation for the Hosted Services produced by the Provider and delivered or made available by the Provider to the Customer];

**"Effective Date"** means the date of execution of this Agreement;

**"Force Majeure Event"** means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

**"Hosted Services"** means zioxi onView software which will be made available by the Provider to the Customer as software as a service via the internet in accordance with this Agreement;

**"Intellectual Property Rights"** means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

**"Initial Term"** has the meaning set out in clause 3.1;

**"Maintenance Services"** means the general maintenance of the Platform and Hosted Services, and the application of Updates and Upgrades;

**"Mobile App"** means any mobile application that is made available by the Provider

**"Order Form"** means the Order Form which incorporates these terms and conditions;

**"Our Content"** means all data, information and material owned by or licensed to Us or any of Our Group Members and contained within any part of the Hosted Service, but excluding Customer Data;

**"Permitted Purpose"** means for monitoring and controlling zioxi supplied, onView enabled products only;

**"Personal Data"** has the meaning given to it in the Data Protection Act 1998;

**"Platform"** means the platform managed by the Provider and used by the Provider to provide the Hosted Services, including the application and database software for the Hosted Services, the system and server software used to provide the Hosted Services, and the computer hardware on which that application, database, system and server software is installed;

**"Renewal Term"** has the meaning set out in clause 3.1;

**"Schedule"** means any schedule attached to the main body of this Agreement;

**"Services"** means any services that the Provider provides to the Customer, or has an obligation to provide to the Customer, under this Agreement;

**"Support Services"** means web based support in relation to the use of, and the identification and resolution of errors in, the Hosted Services, but shall not include the provision of training services;

**"Supported Web Browser"** means the current release from time to time of Microsoft Internet Explorer, Mozilla Firefox, Google Chrome or Apple Safari;

**"Systems Administrator"** has the meaning set out in clause 4.13;

**"Term"** means the term of this Agreement, consisting of the Initial Term and any Renewal Terms;

**"Update"** means a hotfix, patch or minor version update to any Hosted Service software; and

**"Upgrade"** means a major version upgrade of any Hosted Service software.

## **2. Credit**

- 2.1 This document was created using the services of SEQ Legal (<http://www.seqlegal.com>).

## **3. Term**

- 3.1 For each Order Form, this Agreement shall commence on the Effective Date and shall, unless sooner terminated in accordance with its terms, continue for an initial term of the duration set out on the Order Form ("**Initial Term**") and thereafter renew automatically for successive terms of 12 months each unless otherwise specified on the Order Form (each a "**Renewal Term**") unless and until terminated by either party giving the other not less than 30 days' written notice to that effect (such notice to expire at the end of the Initial Term or any subsequent Renewal Term only) or otherwise terminated under this Agreement.

## **4. Hosted Services**

- 4.1 The Provider shall create an Account for the Customer and shall provide to the Customer login details for that Account on or promptly following the Effective Date.
- 4.2 The Provider hereby grants to the Customer a worldwide, non-exclusive, revocable, non-transferable licence to access and use the Hosted Services by means of a Supported Web Browser for the internal business purposes of the Customer in accordance with the Documentation during the Term.
- 4.3 The licence granted by the Provider to the Customer under Clause 4.2 is subject to the following limitation:
- (a) the Hosted Services may only be used by the officers, employees, agents and subcontractors of the Customer who have been granted access to the Hosted Service by the Systems Administrator ("**Authorised Users**").

4.4 Except to the extent expressly permitted in this Agreement or required by law on a non-excludable basis, the licence granted by the Provider to the Customer under Clause 4.2 is subject to the following prohibitions:

- (a) the Customer must not sub-license its right to access and use the Hosted Services;
- (b) the Customer must not permit any unauthorised person to access or use the Hosted Services;
- (c) the Customer must not use the Hosted Services to provide services to third parties without prior written agreement;
- (d) the Customer must not republish or redistribute any content or material from the Hosted Services other than Customer Data; and
- (e) the Customer must not make any alteration to the Hosted Service, except as permitted by the Documentation;
- (f) except as expressly permitted by this Agreement, permit any third party to access or use the Hosted Service or use the same on behalf of any third party (which includes operating any form of facility on behalf of any third party or operating a software bureau or similar service);
- (g) copy, translate, modify, adapt or create derivative works from the Hosted Service;
- (h) frame or mirror any of Our Content on any other server or wireless or Internet- based device;
- (i) attempt to discover or gain access to the source code for the Hosted Service or reverse engineer, modify, decrypt, extract, disassemble or decompile the Hosted Service's software.
- (j) attempt to interfere with the proper working of the Hosted Service and, in particular, must not attempt to circumvent security, usage monitoring, licence control or other protection mechanisms, or tamper with, hack into or otherwise disrupt the Hosted Service or any associated website, computer system, server, router or any other internet-connected device;
- (k) employ any hardware, software, device or technique to pool connections or reduce the number of devices or users that directly access or use the Hosted Service (sometimes referred to as 'virtualisation', 'multiplexing' or 'pooling') in order to circumvent any restrictions on scope of authorised use contained in this Agreement;
- (l) obscure, amend or remove any copyright notice, trade mark or other proprietary marking on, or visible during the operation or use of, the Hosted Service; or
- (m) use or launch any automated system, including, without limitation, "robots", "spiders" or offline readers that accesses the Hosted Service in a manner that sends more request messages to the Hosted Service's servers in a given period of time than a single human can reasonably produce in the same period by using a conventional online web

browser;

- (n) use any part of the Hosted Service to upload, post, email, or transmit viruses, Trojan horses, worms, time bombs, cancel bots, corrupted files, or any other software, files or programs that may interrupt, damage, destroy or limit the functionality of any computer software or hardware or network equipment;
- (o) probe, scan, or test the vulnerability of any network or website relating to the Hosted Service, nor breach the security or authentication measures on such network or website;
- (p) register, operate or otherwise control more than one user account per Authorised User;
- (q) use the Hosted Service to:
  - (i) upload, store, post, email, transmit or otherwise make available any content that infringes any Intellectual Property Rights or data protection, privacy or other rights of any other person, is defamatory or in breach of any contractual duty or any obligation of confidence, is obscene, sexually explicit, threatening, likely to incite violence or hatred, discriminatory (on any ground), knowingly false or misleading, or that does not comply with all Applicable Laws or is otherwise objectionable or prohibited as set out in the Acceptable Use Policy;
  - (ii) impersonate any person or entity or otherwise misrepresent your relationship with any person or entity;
  - (iii) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Customer Data transmitted through the Hosted Service; engage in any fraudulent activity or further any fraudulent purpose;
  - (iv) provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organisation(s) designated by the government of the United Kingdom or any foreign government as a foreign terrorist organisation;
  - (v) "stalk" or otherwise harass another person;
  - (vi) provide false identity information to gain access to or use the Hosted Service; and/or
  - (vii) attempt to gain unauthorised access to the Hosted Service or any related systems or networks,

and shall not permit any Authorised User or other third party to do any of the foregoing. This Agreement grants an authorisation to the Customer to access the Hosted Service on a software-as-a-service basis and this is not a copyright licence. Accordingly, these restrictions are absolute and not subject to the exceptions set out in section 296A of the Copyright, Designs and Patents Act 1988.

- 4.5 The Customer shall use reasonable endeavours, including reasonable security measures relating to Account access details, to ensure that no unauthorised person may gain access to the Hosted Services using an Account.
- 4.6 The Provider shall use reasonable endeavours to maintain the availability of the Hosted Services to the Customer, but does not guarantee 100% availability.
- 4.7 The Customer must comply with the Acceptable Use Policy, and must ensure that all persons using the Hosted Services with the authority of the Customer or by means of an Account comply with the Acceptable Use Policy.
- 4.9 The Customer must not use the Hosted Services in any way that causes, or may cause, damage to the Hosted Services or Platform or impairment of the availability or accessibility of the Hosted Services.
- 4.10 The Customer must not use the Hosted Services:
- (a) in any way that is unlawful, illegal, fraudulent or harmful; or
  - (b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- 4.11 For the avoidance of doubt, the Customer has no right to access the software code (including object code, intermediate code and source code) of the Platform, either during or after the Term.
- 4.12 The Provider may suspend the provision of the Hosted Services if any amount due to be paid by the Customer to the Provider under this Agreement is overdue, and the Provider has given to the Customer written notice, following the amount becoming overdue, of its intention to suspend the Hosted Services on this basis.
- 4.13 The Customer shall designate one contact and one alternate as the responsible party for communication with the Provider during the term of this Agreement (the "**System Administrator**"). The System Administrator shall have the authority to bind the Customer, although another duly authorised representative of the Customer may change the System Administrator by giving written notice to the Provider in accordance with clause 20.1.
- 4.14 The System Administrator may establish accounts for Authorised Users. The Customer is solely responsible for determining the skill, competence, character and other attributes of all Authorised Users.
- 4.15 The Customer shall ensure that each Authorised User shall, as a condition of being granted access to the Hosted Service, be required by the System Administrator to acknowledge the obligations on the Customer under this Agreement respecting authorised use (and restrictions on use) of the Hosted Service and agree to comply with the same.

## **5. Maintenance Services**

- 5.1 The Provider shall provide the Maintenance Services to the Customer during the Term.

- 5.2 The Provider may where practicable give to the Customer prior notice of scheduled Maintenance Services that are likely to affect the availability of the Hosted Services or are likely to have a material negative impact upon the Hosted Services, without prejudice to the Provider's other notice obligations under this main body of this Agreement.
- 5.3 The Provider may suspend the provision of the Maintenance Services if any amount due to be paid by the Customer to the Provider under this Agreement is overdue, and the Provider has given to the Customer written notice, following the amount becoming overdue, of its intention to suspend the Maintenance Services on this basis.

## **6. Support Services**

- 6.1 The Provider shall provide the Support Services to the Customer during the Term.
- 6.2 The Provider shall make available to the Customer web based support in accordance with the provisions of this main body of this Agreement.
- 6.3 The Provider shall provide the Support Services with reasonable skill and care.
- 6.4 The Customer may use the web based support for the purposes of retrieving, requesting and, where applicable, receiving the Support Services; and the Customer must not use the web based support for any other purpose.
- 6.5 The Provider shall respond promptly to all requests for Support Services made by the Customer through the web based support.
- 6.6 The Provider may suspend the provision of the Support Services if any amount due to be paid by the Customer to the Provider under this Agreement is overdue, and the Provider has given to the Customer written notice, following the amount becoming overdue, of its intention to suspend the Support Services on this basis.

## **7. Customer Data**

- 7.1 The Customer hereby grants to the Provider a non-exclusive licence to copy, reproduce, store, distribute, publish, export, adapt, edit and translate the Customer Data to the extent reasonably required for the performance of the Provider's obligations and the exercise of the Provider's rights under this Agreement (including the use of Customer Data to monitor and improve the Provider's products and services), together with the right to sub-license these rights to its hosting, connectivity and telecommunications service providers to the extent reasonably required for the performance of the Provider's obligations and the exercise of the Provider's rights under this Agreement.
- 7.2 The Customer warrants to the Provider that the Customer Data when used by the Provider in accordance with this Agreement will not infringe the Intellectual Property Rights or other legal rights of any person, and will not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law.

- 7.3 The Provider shall create a back-up copy of the Customer Data at least daily, shall ensure that each such copy is sufficient to enable the Provider to restore the Hosted Services to the state they were in at the time the back-up was taken, and shall retain and securely store each such copy for a minimum period of 30 days.
- 7.4 Within the period of 10 Business Days following receipt of a written request from the Customer, the Provider shall use reasonable endeavours to restore to the Platform the Customer Data stored in any back-up copy created and stored by the Provider in accordance with Clause 7.3. The Customer acknowledges that this process will overwrite the Customer Data stored on the Platform prior to the restoration.

## **8. Mobile App**

- 8.1 The parties acknowledge and agree that the use of the Mobile App, the parties' respective rights and obligations in relation to the Mobile App and any liabilities of either party arising out of the use of the Mobile App shall be subject to separate terms and conditions, and accordingly this Agreement shall not govern any such use, rights, obligations or liabilities.

## **9. No assignment of Intellectual Property Rights**

- 9.1 Nothing in this Agreement shall operate to assign or transfer any Intellectual Property Rights from the Provider to the Customer, or from the Customer to the Provider.

## **10. Charges**

- 10.1 The Customer shall pay the Charges to the Provider in accordance with this Agreement.
- 10.2 If the Charges are based in whole or part upon the time spent by the Provider performing the Services, the Provider must obtain the Customer's written consent before performing Services that result in any estimate of time-based Charges given to the Customer being exceeded or any budget for time-based Charges agreed by the parties being exceeded; and unless the Customer agrees otherwise in writing, the Customer shall not be liable to pay to the Provider any Charges in respect of Services performed in breach of this Clause 10.2.
- 10.3 All amounts stated in or in relation to this Agreement are, unless the context requires otherwise, stated exclusive of any applicable value added taxes, which will be added to those amounts and payable by the Customer to the Provider.
- 10.4 The Provider may elect to vary any element of the Charges not more than once a year (no such increase will apply prior to the end of the first 12 months) from the Effective Date.

## **11. Payments**



- 11.1 The Provider shall issue invoices for the Charges to the Customer in advance of the period to which they relate.
- 11.2 The Customer must pay the Charges to the Provider within the period of 30 days following the issue of an invoice in accordance with this Clause 11, providing that the Charges must in all cases be paid before the commencement of the period to which they relate.
- 11.3 The Customer must pay the Charges by direct debit (using such payment details as are notified by the Provider to the Customer from time to time) or by express agreement via an alternative arrangement.
- 11.4 If the Customer does not pay any amount properly due to the Provider under this Agreement, the Provider may:
  - (a) charge the Customer interest on the overdue amount at the rate of 3% per annum above the Bank of England base rate from time to time (which interest will accrue daily until the date of actual payment and be compounded at the end of each named calendar month); or
  - (b) claim interest and statutory compensation from the Customer pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

## **12. Provider's confidentiality obligations**

- 12.1 The Provider must:
  - (a) keep the Customer Confidential Information strictly confidential;
  - (b) not disclose the Customer Confidential Information to any person without the Customer's prior written consent;
  - (c) use the same degree of care to protect the confidentiality of the Customer Confidential Information as the Provider uses to protect the Provider's own confidential information of a similar nature, being at least a reasonable degree of care;
- 12.2 Notwithstanding Clause 12.1, the Provider may disclose the Customer Confidential Information to the Provider's officers, employees, professional advisers, insurers, agents and subcontractors who have a need to access the Customer Confidential Information for the performance of their work with respect to the Permitted Purpose and who are bound by a written agreement or professional obligation to protect the confidentiality of the Customer Confidential Information.
- 12.3 This Clause 12 imposes no obligations upon the Provider with respect to Customer Confidential Information that:
  - (a) is known to the Provider before disclosure under this Agreement and is not subject to any other obligation of confidentiality;
  - (b) is or becomes publicly known through no act or default of the Provider;or

- (c) is obtained by the Provider from a third party in circumstances where the Provider has no reason to believe that there has been a breach of an obligation of confidentiality.

12.4 The restrictions in this Clause 12 do not apply to the extent that any Customer Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of the Provider on any recognised stock exchange.

12.5 The provisions of this Clause 12 shall continue in force for a period of 5 years following the termination of this Agreement, at the end of which period they will cease to have effect.

### **13. Data protection**

13.1 The Customer warrants to the Provider that it has the legal right to disclose all Personal Data that it does in fact disclose to the Provider under or in connection with this Agreement, and that the processing of that Personal Data by the Provider for the Permitted Purpose in accordance with this Agreement will not breach any applicable data protection or data privacy laws (including the Data Protection Act 1998 "**DPA**"). The Customer acknowledges that under the terms of the DPA, the Customer is the data controller and that the Provider is only acting on behalf of the Customer as the data processor.

13.2 To the extent that the Provider processes Personal Data disclosed by the Customer, the Provider warrants that:

- (a) it will act only on instructions from the Customer in relation to the processing of that Personal Data;
- (b) it has in place appropriate security measures (both technical and organisational) against unlawful or unauthorised processing of that Personal Data and against loss or corruption of that Personal Data.

### **14. Warranties**

14.1 The Provider warrants to the Customer that:

- (a) the Provider has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement;
- (b) the Provider will comply with all applicable legal and regulatory requirements applying to the exercise of the Provider's rights and the fulfilment of the Provider's obligations under this Agreement.

14.4 The Provider warrants to the Customer that the Hosted Services, when used by the Customer in accordance with this Agreement, will not infringe the Intellectual Property Rights of any person.

14.5 If the Provider reasonably determines, or any third party alleges, that the use of the Hosted Services by the Customer in accordance with this Agreement

infringes any person's Intellectual Property Rights, the Provider may at its own cost and expense:

- (a) modify the Hosted Services in such a way that they no longer infringe the relevant Intellectual Property Rights; or
- (b) procure for the Customer the right to use the Hosted Services in accordance with this Agreement.

14.6 The Customer warrants to the Provider that it has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement.

14.7 All of the parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in this Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this Agreement will be implied into this Agreement or any related contract.

## **15. Acknowledgements and warranty limitations**

15.1 The Customer acknowledges that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of this Agreement, the Provider gives no warranty or representation that the Hosted Services will be wholly free from defects, errors and bugs.

15.2 The Customer acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of this Agreement, the Provider gives no warranty or representation that the Hosted Services will be entirely secure.

15.3 The Customer acknowledges that the Hosted Services are designed to be compatible only with that software and those systems specified as compatible in the Supported Web Browser and the Provider does not warrant or represent that the Hosted Services will be compatible with any other software or systems.

## **16. Limitations and exclusions of liability**

16.1 Nothing in this Agreement will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

16.2 The limitations and exclusions of liability set out in this Clause 16 and elsewhere in this Agreement:

- (a) are subject to Clause 16.1; and
- (b) govern all liabilities arising under this Agreement or relating to the subject matter of this Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in this Agreement.

16.3 The Provider shall not be liable to the Customer in respect of any losses arising out of a Force Majeure Event.

16.4 The Provider shall not be liable to the Customer in respect of any loss of profits or anticipated savings.

16.5 The Provider shall not be liable to the Customer in respect of any loss of revenue or income.

16.6 The Provider shall not be liable to the Customer in respect of any loss of use or production.

16.7 The Provider shall not be liable to the Customer in respect of any loss of business, contracts or opportunities.

16.8 The Provider shall not be liable to the Customer in respect of any loss or corruption of any data, database or software.

16.9 The Provider shall not be liable to the Customer in respect of any special, indirect or consequential loss or damage.

16.10 The liability of the Provider to the Customer under this Agreement in respect of any event or series of related events shall not exceed

the total amount paid and payable by the Customer to the Provider under this Agreement in the 12 month period preceding the commencement of the event or events.

16.11 The aggregate liability of the Provider to the Customer under this Agreement shall not exceed

the total amount paid and payable by the Customer to the Provider under this Agreement.

## **17. Force Majeure Event**

17.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under this Agreement (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.

17.2 A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under this Agreement, must:

- (a) promptly notify the other; and

- (b) inform the other of the period for which it is estimated that such failure or delay will continue.

17.3 A party whose performance of its obligations under this Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

## **18. Termination**

18.1 Either party may terminate this Agreement by giving to the other party at least 30 days' written notice of termination.

18.2 Either party may terminate this Agreement immediately by giving written notice of termination to the other party if the other party commits a material breach of this Agreement.

18.3 Either party may terminate this Agreement immediately by giving written notice of termination to the other party if:

- (a) the other party:
  - (i) is dissolved;
  - (ii) ceases to conduct all (or substantially all) of its business;
  - (iii) is or becomes unable to pay its debts as they fall due;
  - (iv) is or becomes insolvent or is declared insolvent; or
  - (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
- (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
- (c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under this Agreement).

## **19. Effects of termination**

19.1 Upon the termination of this Agreement, all of the provisions of this Agreement shall cease to have effect, save that the following provisions of this Agreement shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1, 4.11, 8, 11.2, 11.4, 12, 16, 19, 22 and 23.

19.2 Except to the extent that this Agreement expressly provides otherwise, the termination of this Agreement shall not affect the accrued rights of either party.

## **20. Notices**

- 20.1 Any notice from one party to the other party under this Agreement must be given by one of the following methods:
- (a) delivered personally or sent by courier, in which case the notice shall be deemed to be received upon delivery; or
  - (b) sent by recorded signed-for post, in which case the notice shall be deemed to be received 2 Business Days following posting,
- providing that, if the stated time of deemed receipt is not within Business Hours, then the time of deemed receipt shall be when Business Hours next begin after the stated time.
- 20.2 The Provider's contact details for notices under this Clause 20 are as follows: zioxi onView Customer Services Team, zioxi Ltd, 57 High St., Tetsworth, OXON, OX9 7BS, UK.
- 20.3 The addressee and contact details set out in Clause 20.2 may be updated from time to time by a party giving written notice of the update to the other party in accordance with this Clause 20.

## **21. Subcontracting**

- 21.1 The Provider may subcontract any of its obligations under this Agreement.
- 21.2 The Provider shall remain responsible to the Customer for the performance of any subcontracted obligations.

## **22. General**

- 22.1 No breach of any provision of this Agreement shall be waived except with the express written consent of the party not in breach.
- 22.2 If any provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of this Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).
- 22.3 This Agreement may not be varied except by a written document signed by or on behalf of each of the parties.
- 22.4 Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this Agreement.
- 22.5 This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

22.6 Subject to Clause 16.1, this Agreement shall constitute the entire agreement between the parties in relation to the subject matter of this Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

22.7 This Agreement shall be governed by and construed in accordance with English law.

22.8 The courts of [England] shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.

### **23. Interpretation**

23.1 In this Agreement, a reference to a statute or statutory provision includes a reference to:

- (a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
- (b) any subordinate legislation made under that statute or statutory provision.

23.2 The Clause headings do not affect the interpretation of this Agreement.

23.3 In this Agreement, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.