

ZIRON MASTER SERVICES AGREEMENT

1 DEFINITIONS

1.1 IN THIS AGREEMENT:

"Act" means the Communications Act 2003;

"Agreement" means the main body of this Ziron Master Services Agreement together with any Schedules, any Statement of Work and addenda (as amended from time to time by the agreement of the parties);

"Call" means a transmission path through a Network for the sending of Signals (as defined in Section 32 of the Act), and a reference to conveyance of a Call by a Party means the establishment by that Party of a transmission path through that Party's Network and the conveyance by that Party in accordance with this Agreement of a Signal (if any) over such transmission path;

"Charges" means the sums charged to the Customer by Ziron pursuant to a Contract for the provision and use of a Service;

"Contract" means an agreement made between the Customer and Ziron for the provision of a particular Service, which shall be subject to the provisions of this Agreement and any permitted amendments, variations or additions to any of the foregoing;

"Credit Rating" means the score given to the creditworthiness of the Customer or Ziron by Dun and Bradstreet, Equifax, Experian or Creditsafe, or other third party agency that Ziron appoints in its sole discretion, that performs a materially similar function, from time to time;

"Customer" means the natural person or body corporate that entered into this Agreement by confirming his adherence to this Agreement by creating an account on the Ziron platform (accessed on <https://dashboard.ziron.com>), or as undersigned;

"Data Protection Legislation" means the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 1998 or their successors or any legislation in substantially the same terms in any jurisdiction in or into which Ziron is providing the Services or processing Personal Data;

"Interconnect" means the mechanism by which signals are conveyed between Ziron's Network and the Customer's Network;

"Interconnection Suppliers" means a Network connected to Ziron's Network which is relied upon for the provision of the Services;

"Network" means an electronic communications network as defined in the Act;

"Ofcom" means the Office of Communications;

"Parties" means the Customer and Ziron;

"Party" means either the Customer or Ziron;

"Personal Data" and the processing thereof shall have the meaning given to them of the relevant Data Protection Legislation;

"Rates" are the applicable rates provided by Ziron as set out in the Schedules or as otherwise set out in any price lists or rate sheets notified to the Customer as may be amended from time to time in accordance with this Agreement;

"Service(s)" means any service provided under this Agreement and any Ziron services as more particularly described in any relevant Statement of Work or Schedule and provided to the Customer by Ziron, or any other service that Ziron is able and willing to provide to the Customer as agreed by the Customer, which shall in each case be governed by this

Customer, as agreed by the Customer, which shall in each case be governed by this Agreement;

"SS7" means the telecommunications signalling capacity between telecommunications apparatus using Signalling System Number 7, as specified by the International Telecommunications Union Telecommunications Standardisation Sector.

"Statement of Work" means a document identified as being a statement of work for the provision of Services, containing a detailed description of the Services to be provided, which in each case shall automatically incorporate and be subject to this Agreement unless expressly stated to the contrary;

"Supervisory Authority" means any competent regulatory authority, including but not limited to the Financial Conduct Authority, the Information Commissioner's Office, and any equivalent financial services or privacy authority from time to time in any jurisdiction in or into which Ziron is providing the Services or processing Personal Data;

"VAT" means Value Added Tax;

"Working Day" means any day that is not a bank holiday in England, nor a Saturday nor a Sunday;

"Ziron" means Ziron Limited, a company incorporated under the laws of England and Wales, whose company number is 07597853 and whose registered office is at 27 Old Gloucester Street, London, WC1N 3AX;

2 INCORPORATION OF SPECIFIC TERMS AND CONDITIONS CONTAINED IN SCHEDULES AND/OR STATEMENTS OF WORK

2.1 THE SCHEDULES FORM PART OF THIS AGREEMENT AND HAVE THE SAME FORCE AND EFFECT AS IF THE PROVISIONS THEREOF WERE SET OUT IN THE BODY OF THIS AGREEMENT, BUT IN THE EVENT OF AN INCONSISTENCY IN THE CASE OF A PARTICULAR CONTRACT BETWEEN THE PROVISIONS OF THIS AGREEMENT, AN APPLICABLE STATEMENT OF WORK, AND/OR ANY ADDITIONAL TERMS IN A RELEVANT SCHEDULE, THE FOLLOWING ORDER OF PRECEDENCE WILL APPLY:

- (A) THE APPLICABLE STATEMENT OF WORK;
- (B) THE TERMS OF ANY OTHER SCHEDULE(S); AND
- (C) THE TERMS OF THE MAIN BODY OF THIS AGREEMENT.

3 PROVISION OF SERVICES

3.1 ZIRON SHALL USE REASONABLE ENDEAVOURS TO PROVIDE THE SERVICES TO THE CUSTOMER.

3.2 THE CUSTOMER UNDERTAKES TO ZIRON TO USE THE SERVICES IN ACCORDANCE WITH ANY LAWFUL DIRECTION, CONSENT, SPECIFICATION, DESIGNATION OR DETERMINATION MADE BY OFCOM OR ANY OTHER REGULATORY OR LEGAL AUTHORITY.

3.3 THE CUSTOMER WILL ENSURE THAT IT, AND (WHERE APPROPRIATE) WILL USE REASONABLE ENDEAVOURS TO ENSURE THAT ITS CUSTOMERS WILL:

- (A) NOT USE THE SERVICES FOR ANY IMPROPER OR UNLAWFUL PURPOSES NOR ALLOW OTHERS TO DO SO;
- (B) COMPLY WITH ANY REASONABLE INSTRUCTIONS ISSUED BY ZIRON IN RESPECT OF USE OF THE SERVICES;
- (C) HOLD AT ALL RELEVANT TIMES APPROPRIATE LICENCES OR AUTHORISATIONS TO RUN ANY TELECOMMUNICATIONS SYSTEMS AND EQUIPMENT WHICH ARE TO BE USED IN THE PROVISION OR USE OF THE SERVICES; AND
- (D) ENSURE THAT THE PROVISION OR USE OF THE SERVICES WILL NOT LEAD TO ANY BREACH OF THE PROVISIONS OF ANY TELECOMMUNICATIONS LICENCE OR AUTHORISATION HELD BY ZIRON.

3.4 ZIRON SHALL USE ALL REASONABLE ENDEAVOURS TO GIVE THE CUSTOMER THE FOLLOWING NOTICE IN RESPECT OF ANY OUTAGE OF THE RELEVANT NETWORK

WHICH MAY AFFECT THE PERFORMANCE OF ANY OBLIGATIONS UNDER THIS AGREEMENT:

- (A) IN RESPECT OF ANY PLANNED OUTAGE, NOT LESS THAN 5 WORKING DAYS' NOTICE; AND
- (B) IN RESPECT OF ANY UNPLANNED OUTAGE, AS SOON AS IS REASONABLY POSSIBLE IN THE CIRCUMSTANCES.

3.5 IN THE EVENT OF ANY PLANNED OR UNPLANNED OUTAGE ZIRON SHALL USE ALL REASONABLE ENDEAVOURS TO CORRECT ANY FAULTS AND RESUME NORMAL SERVICE AS SOON AS IS REASONABLY POSSIBLE.

3.6 ZIRON SHALL NOT BE LIABLE FOR ANY FAILURE TO MAINTAIN THE SERVICES AND ZIRON DOES NOT WARRANT, REPRESENT OR UNDERTAKE THAT ZIRON'S NETWORK OR THE NETWORK OF ANY OF ZIRON'S INTERCONNECTION SUPPLIERS WILL BE FAULT FREE OR FREE OF INTERRUPTIONS.

3.7 ZIRON AND THE CUSTOMER SHALL USE REASONABLE ENDEAVOURS TO ENSURE THAT THE INTERCONNECT CONFORMS TO THE SPECIFICATIONS PUBLISHED BY ZIRON FROM TIME TO TIME AT [HTTP://WWW.ZIRON.COM/STANDARDS](http://www.ziron.com/standards).

4 PRE-PAID SERVICES

4.1 IN THE EVENT OF PRE-PAID SERVICES, THE CUSTOMER SHALL PREPAY ZIRON FOR SERVICES RENDERED IN CONNECTION WITH THIS AGREEMENT.

4.2 PRIOR TO THE COMMENCEMENT OF THE PRE-PAID SERVICES, THE CUSTOMER SHALL DEPOSIT IN AN ACCOUNT INDICATED BY ZIRON (THE "**PRE-PAYMENT ACCOUNT**") A PRE-PAYMENT IN THE AMOUNT OF THE ESTIMATED WEEKLY USAGE. ZIRON WILL SPECIFY THE CURRENCY AND MINIMUM LEVEL OF INDIVIDUAL PAYMENT WHICH IT WILL ACCEPT.

4.3 THE CUSTOMER MUST MAINTAIN A POSITIVE BALANCE IN ITS PRE-PAYMENT ACCOUNT AT ALL TIMES. THE CUSTOMER SHALL MAKE ADDITIONAL PRE-PAYMENTS IN IMMEDIATELY AVAILABLE FUNDS AS REQUIRED BY ZIRON IN ORDER TO ENSURE THAT SUFFICIENT FUNDS ARE HELD BY ZIRON TO COVER FUTURE USAGE OF THE SERVICES.

4.4 IT IS THE SOLE RESPONSIBILITY OF THE CUSTOMER TO ENSURE SUFFICIENT CREDIT REMAINS ON THE PRE-PAYMENT ACCOUNT FOR TRAFFIC. PRE-PAID SERVICES WILL ONLY BE PROVIDED TO THE CUSTOMER UPON CONFIRMATION OF CLEARED FUNDS BEING RECEIVED IN THE PRE-PAYMENT ACCOUNT. ANY FUNDS DEPOSITED OTHER THAN BETWEEN 9 AM AND 5 PM ON A WORKING DAY WILL BE ADDED TO THE PRE-PAYMENT ACCOUNT ON THE NEXT FOLLOWING WORKING DAY. ZIRON MAY SUSPEND ANY SERVICE TO WHICH PRE-PAYMENT APPLIES WITH IMMEDIATE EFFECT IN THE EVENT THAT THE CUSTOMER FAILS TO MAINTAIN A POSITIVE BALANCE OF FUNDS IN THE PRE-PAYMENT ACCOUNT.

4.5 CHARGES FOR THE PRE-PAID SERVICES SHALL BE CALCULATED BY ZIRON IN ACCORDANCE WITH THE APPLICABLE RATES AND SUMS DUE TO ZIRON SHALL BE DEDUCTED FROM THE PRE-PAYMENT ACCOUNT, NOTWITHSTANDING THAT THE CUSTOMER MAY NOT HAVE RECEIVED PAYMENT FROM ITS CUSTOMERS OR ANY OTHER THIRD PARTY.

4.6 ANY SUMS REMAINING IN THE PRE-PAYMENT ACCOUNT AFTER TERMINATION OF THIS AGREEMENT SHALL REMAIN THE PROPERTY OF ZIRON AND SHALL NOT BE REFUNDABLE BY ZIRON TO THE CUSTOMER. IN THE EVENT THAT ZIRON DECIDES, IN ITS ABSOLUTE DISCRETION, TO REFUND ALL OR PART OF ANY PRE-PAYMENT MADE BY THE CUSTOMER FOLLOWING TERMINATION OF THIS AGREEMENT, ZIRON SHALL HAVE THE RIGHT TO LEVY AN ADMINISTRATION CHARGE AMOUNTING TO 5% (FIVE PER CENT) OF THE UNUSED CREDIT.

4.7 WHERE VAT IS APPLICABLE, THE INVOICE WILL BE IN RESPECT OF THE GROSS PAYMENT RECEIVED AND THAT AMOUNT NET OF THE VAT CHARGED WILL BE CREDITED TO THE PRE-PAYMENT ACCOUNT.

4.8 ANY FRAUD, ARTIFICIAL INFLATION OF TRAFFIC OR OTHER IMPROPER USE OF THE SERVICES COMMITTED BY THE CUSTOMER, ITS CUSTOMERS OR BY ANY THIRD PARTY SHALL NOT RELIEVE THE CUSTOMER OF ITS PAYMENT OBLIGATIONS TO

ZIRON UNDER THIS AGREEMENT.

4.9 NO INTEREST SHALL ACCRUE OR BE DUE ON ANY PRE-PAYMENTS RECEIVED FROM THE CUSTOMER.

5 RATES AND INVOICE PAYMENT

5.1 EACH PARTY SHALL PAY THE CHARGES IN RESPECT OF THE SERVICES.

5.2 THE CHARGES ARE BASED ON THE RATES AND UNLESS OTHERWISE STATED IN ANY SCHEDULE, MAY BE SUBSEQUENTLY INCREASED AS NOTIFIED IN WRITING ON 7 CALENDAR DAYS' NOTICE AND REDUCED IMMEDIATELY ON NOTICE, SHALL BE DEEMED TO BE INCORPORATED IN THIS AGREEMENT.

5.3 AS SECURITY FOR PAYMENT, ZIRON MAY REQUIRE THE CUSTOMER TO PAY A DEPOSIT AT ANY TIME BEFORE PROVIDING OR CONTINUING TO PROVIDE SERVICES TO THE CUSTOMER UNDER THIS AGREEMENT. THE AMOUNT OF THE DEPOSIT (IF ANY) SHALL BE NOTIFIED TO THE CUSTOMER IN WRITING.

5.4 UNLESS THE SERVICES ARE BEING PROVIDED ON A PRE-PAID BASIS, IN WHICH CASE CLAUSE 4 SHALL APPLY, ZIRON SHALL INVOICE THE CUSTOMER FOR SERVICES MONTHLY IN ARREARS, USUALLY ON THE FIRST DAY OF EACH MONTH, UNLESS THE PARTIES AGREE IN WRITING TO DIFFERENT PAYMENT TERMS.

5.5 THE CUSTOMER WILL PAY THE CHARGES DUE WITHIN 7 CALENDAR DAYS FROM THE DATE OF INVOICE, UNLESS OTHERWISE AGREED IN WRITING BY THE PARTIES.

5.6 WITHOUT PREJUDICE TO ANY OTHER RIGHTS UNDER THIS AGREEMENT IF THE CUSTOMER FAILS TO PAY THE CHARGES, SAVE IN THE CASE OF DISPUTED AMOUNTS, ZIRON SHALL BE ENTITLED TO CHARGE INTEREST ON THE OUTSTANDING AMOUNT AT A RATE OF THE BANK OF ENGLAND BASE RATE PLUS EIGHT PERCENT (8%) PER ANNUM (CALCULATED AND DUE PRO-RATA DAILY) FROM THE DATE ON WHICH SUCH AMOUNT BECOMES DUE UNTIL THE DATE ON WHICH IT IS PAID.

5.7 VAT MAY BE APPLICABLE AND WILL BE ADDED TO THE INVOICE AT THE RELEVANT UNITED KINGDOM RATE. IN THE EVENT VAT IS NOT PAYABLE NOW BUT BECOMES PAYABLE IN THE FUTURE, THEN THE CUSTOMER SHALL BE RESPONSIBLE FOR THE PAYMENT OF ANY APPLICABLE VAT AND AGREES TO INDEMNIFY ZIRON IN RESPECT OF ANY TAXES PAYABLE IN RESPECT OF THE SERVICES.

5.8 ALL AMOUNTS MUST BE PAID IN FULL BY THE DUE DATE INCLUDING DISPUTED AMOUNTS UNLESS AND ONLY IN THE EVENT THAT ANY DISPUTE GENUINELY RELATES TO USAGE INVOICED REGARDING THE SERVICES UNDER THIS AGREEMENT.

5.9 FAILURE TO DISPUTE AN INVOICE WITHIN 14 CALENDAR DAYS OF THE DATE OF THE INVOICE WILL CREATE AN IRREFUTABLE PRESUMPTION OF THE CORRECTNESS OF THE INVOICE, ABSENT MANIFEST ERROR, AND THAT THE CUSTOMER SHALL HAVE WAIVED ITS RIGHT TO DISPUTE THAT INVOICE.

5.10 WITHOUT PREJUDICE TO ANY OF ITS OTHER RIGHTS UNDER THIS AGREEMENT OR IN LAW, ZIRON MAY IMMEDIATELY SUSPEND THE PROVISION OF THE SERVICES DURING ANY PERIOD IN WHICH ANY UNDISPUTED AMOUNTS OWING TO IT REMAIN UNPAID.

6 PAYMENT DISPUTES

6.1 THE CUSTOMER MAY ONLY WITHHOLD PAYMENT OF A DISPUTED INVOICE IF ONE OF THE FOLLOWING CIRCUMSTANCES IS PRESENT (A "**PAYMENT DISPUTE**"):

(A) THE DISPUTED AMOUNT IS NOT LESS THAN 5% OF THE INVOICE TOTAL AND THE UNDISPUTED AMOUNTS ARE PAID IN FULL;

(B) THE DISPUTE ONLY RELATES TO:

(I) THE RATES APPLIED; OR

(II) THE VOLUME OF TRAFFIC INVOICED; AND/OR

(C) OTHER THAN TO THE EXTENT THAT CLAUSE 6.1(B)(II) APPLIES, THE DISPUTE DOES NOT RELATE TO:

(I) THE ARTIFICIAL INFLATION OF TRAFFIC; OR

(II) ANY TECHNICAL ISSUE, DEFECT OR SERVICE QUALITY ISSUE, SUCH AS THE COMPLETE ABSENCE OF ANY SERVICE; OR

(III) ANY OTHER MATTER;

(D) THE CUSTOMER PROVIDES WRITTEN NOTICE ("**DISPUTE NOTICE**") WITHIN 7 DAYS OF THE DATE OF INVOICE WITH EVIDENCE OF ITS REASONS FOR THE DISPUTE;

(E) SUCH WRITTEN NOTICE IS SERVED ON THE OTHER PARTY BEFORE OR AT THE TIME THE DISPUTED AMOUNT BECOMES DUE AND PAYABLE.

6.2 WITHIN 5 CALENDAR DAYS AFTER RECEIVING THE NOTICE, ZIRON MUST GIVE THE CUSTOMER ACCESS TO WHATEVER ADDITIONAL DOCUMENTS OR MATERIALS THE CUSTOMER MAY REASONABLY REQUIRE TO VERIFY THE DISPUTED AMOUNT;

6.3 THE PARTIES WILL EXERCISE REASONABLE, GOOD FAITH EFFORTS TO RESOLVE THE PAYMENT DISPUTE WITHIN 5 CALENDAR DAYS THEREAFTER.

6.4 FAILING THIS, EITHER PARTY SHALL BE ENTITLED TO COMMENCE COURT PROCEEDINGS WITHOUT FURTHER NOTICE ON THE OTHER.

7 CREDIT LIMITS AND SECURITY FOR PAYMENT

7.1 ZIRON SHALL BE ENTITLED TO SET A CREDIT LIMIT AT ANY TIME DURING THE TERM OF THIS AGREEMENT AND MAY AT ITS DISCRETION SUSPEND THE SERVICE WITHOUT NOTICE IMMEDIATELY UPON THE CREDIT LIMIT BEING EXCEEDED AND/OR ISSUE THE CUSTOMER WITH AN INTERIM INVOICE AND/OR REQUEST AN IMMEDIATE PAYMENT ON ACCOUNT FROM THE CUSTOMER.

7.2 ZIRON MAY SUSPEND ALL SERVICES UNTIL SUCH TIME AS PAYMENT IS MADE BY THE CUSTOMER TO BRING ITS LIABILITY BELOW THE CREDIT LIMIT AND IN THE ABSENCE OF SUCH PAYMENT WITHIN 2 CALENDAR DAYS OF THE NOTICE OF EXCEEDING THE CREDIT LIMIT, ZIRON SHALL BE ENTITLED TO TERMINATE THE AGREEMENT. ANY EXTENSION OF CREDIT ALLOWED TO THE CUSTOMER MAY BE REVOKED AT ANY TIME.

7.3 ZIRON RESERVES THE RIGHT TO REQUIRE PRIOR TO AND DURING THE PERFORMANCE OF THIS AGREEMENT ANY OF THE FOLLOWING: A DEPOSIT PAYMENT ON ACCOUNT IN ADVANCE, A BANK GUARANTEE IN A FORM TO BE AGREED, A LETTER OF CREDIT; OR ANY OTHER MEASURE ("**SECURITY**") WHICH IS ACCEPTABLE TO IT.

7.4 IN THE EVENT OF LATE PAYMENT OF ANY CHARGES, ZIRON MAY SET OFF ANY SECURITY IN LIEU OF PAYMENT AND REQUIRE FURTHER SECURITY TO BE PUT IN PLACE.

7.5 IF, AT ANY TIME DURING THIS AGREEMENT, THE CREDIT RATING OF THE CUSTOMER HAS DETERIORATED, ZIRON MAY REDUCE THE CREDIT LIMIT AND/OR RENDER INTERIM INVOICES TO THE OTHER PARTY OR TO REQUIRE THE PROVISION OF SECURITY FOR PAYMENT BY SUCH PARTY IN A FORM ACCEPTABLE TO ZIRON.

7.6 ZIRON WILL INFORM THE CUSTOMER OF ITS CREDIT LIMIT FROM TIME TO TIME.

7.7 ZIRON SHALL BE ENTITLED TO ISSUE AN INTERIM INVOICE AND/OR REQUEST AN IMMEDIATE PAYMENT IF THE CREDIT LIMIT IS REACHED, INDEPENDENT OF WHETHER THE MONTHLY INVOICE HAS BEEN ISSUED.

7.8 IT IS THE CUSTOMER'S RESPONSIBILITY TO MONITOR ITS POSITION IN RELATION TO THE CREDIT LIMIT; THE CUSTOMER MAY REQUEST INFORMATION FROM ZIRON REGARDING ITS POSITION IN RELATION TO THE CREDIT LIMIT WHICH ZIRON WILL USE REASONABLE ENDEAVOURS TO PROVIDE IN A REASONABLE TIMESCALE.

8 LIMITATION OF LIABILITY

8.1 SUBJECT TO CLAUSE 8.4 AND 8.6, EACH PARTY SHALL BE LIABLE FOR ANY DIRECT LOSS ARISING FROM BREACH OF THIS AGREEMENT AND/OR NEGLIGENCE HEREUNDER.

8.2 NEITHER PARTY'S LIABILITY IS EXCLUDED FOR DEATH OR PERSONAL INJURY

RESULTING FROM ITS NEGLIGENCE, FOR FRAUDULENT MISREPRESENTATION OR IN RELATION TO ANY OTHER LIABILITY THAT MAY NOT BE EXCLUDED BY APPLICABLE LAW.

8.3 NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER OR IN RELATION TO THIS AGREEMENT OR ITS SUBJECT MATTER (WHETHER SUCH LIABILITY ARISES DUE TO NEGLIGENCE, BREACH OF CONTRACT, MISREPRESENTATION OR FOR ANY OTHER REASON) FOR ANY:

(A) LOSS OF PROFITS; OR

(B) LOSS OF SALES OR TURNOVER; OR

(C) LOSS OF OR DAMAGE TO REPUTATION; OR

(D) LOSS OF CONTRACTS; OR

(E) LOSS OF CUSTOMERS; OR

(F) LOSS OF, OR LOSS OF USE OF, ANY SOFTWARE AND/OR DATA; OR

(G) LOSS OF USE OF ANY COMPUTER OR OTHER EQUIPMENT OR PLANT; OR

(H) WASTED MANAGEMENT OR OTHER STAFF TIME; OR

(I) LOSSES OR LIABILITIES UNDER OR IN RELATION TO ANY OTHER CONTRACT; OR

(J) INDIRECT LOSS OR DAMAGE; OR

(K) CONSEQUENTIAL LOSS OR DAMAGE; OR

(L) SPECIAL LOSS OR DAMAGE.

8.4 FOR THE PURPOSES OF THIS CLAUSE 8 THE TERM "LOSS" INCLUDES A PARTIAL LOSS OR REDUCTION IN VALUE AS WELL AS A COMPLETE OR TOTAL LOSS.

8.5 SUBJECT TO CLAUSE 8.2, THE MAXIMUM AGGREGATE LIABILITY OF EACH PARTY UNDER THIS AGREEMENT IN RESPECT OF ANY CAUSES OF ACTION WHICH ARISE DURING ANY YEAR DURING THE TERM OF THIS AGREEMENT (A YEAR BEING TWELVE MONTHS FROM THE DATE HEREOF AND FROM EACH ANNIVERSARY THEREAFTER) SHALL BE LIMITED TO £10,000.

8.6 THE PROVISIONS OF THIS CLAUSE 8 SHALL CONTINUE TO APPLY NOTWITHSTANDING TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER IN MATTERS RELATING TO THIS AGREEMENT.

8.7 THE PARTIES ACKNOWLEDGE AND AFFIRM THAT THE LIMITATIONS ON LIABILITY SET OUT IN THIS CLAUSE 8 HAVE BEEN NEGOTIATED BETWEEN THE PARTIES AND ARE REGARDED BY THE PARTIES AS BEING REASONABLE IN ALL THE CIRCUMSTANCES.

9 WARRANTIES

9.1 EACH PARTY HEREBY REPRESENTS AND WARRANTS THAT IT HOLDS ALL NECESSARY LICENCES, CONSENTS AND PERMISSIONS AS MAY BE NECESSARY TO FULFIL ITS OBLIGATIONS HEREUNDER AND SHALL COMPLY WITH ALL LAWS, GUIDELINES OR CODES OF ANY GOVERNMENTAL AUTHORITY.

9.2 EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY TO THE OTHER OR ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS OR IMPLIED OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF ANY OF THE SERVICES PROVIDED UNDER THIS AGREEMENT, OR AS TO ANY OTHER MATTER, ALL SUCH WARRANTIES HEREBY BEING EXPRESSLY EXCLUDED AND DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

9.3 NOTHING HEREIN CONTAINED SHALL BE CONSTRUED OR HAVE EFFECT AS CONSTITUTING ANY JOINT VENTURE, PARTNERSHIP OR RELATIONSHIP OF EMPLOYER OR EMPLOYEE OR PRINCIPAL AND AGENT BETWEEN THE PARTIES. ACCORDINGLY, EACH PARTY REPRESENTS, WARRANTS AND UNDERTAKES TO THE OTHER PARTY THAT NEITHER IT NOR ANY OF ITS EMPLOYEES, OFFICERS OR OTHER

PERSONNEL SHALL, OR SHALL PURPORT TO BE ABLE TO, BIND THE OTHER PARTY TO THIRD PARTIES IN ANY MANNER WHATSOEVER OR TO INCUR LIABILITIES ON THE OTHER PARTY'S BEHALF.

10 TERM

10.1 THIS AGREEMENT SHALL CONTINUE IN FORCE UNTIL THE EXPIRY OR TERMINATION OF ALL THE SCHEDULES OR STATEMENTS OF WORK ENTERED INTO UNDER THIS AGREEMENT.

10.2 UNLESS SPECIFIED OTHERWISE OR TERMINATED IN ACCORDANCE WITH THIS AGREEMENT, EACH SCHEDULE OR STATEMENT OF WORK SHALL CONTINUE UNTIL UNLESS AND UNTIL TERMINATED BY EITHER PARTY GIVING TO THE OTHER AT LEAST NINETY (90) DAYS' NOTICE IN WRITING SUBJECT TO ANY APPLICABLE MINIMUM RENEWAL TERM SET OUT IN A SCHEDULE; IN EACH CASE AT THE END OF ANY CALENDAR MONTH.

11 TERMINATION

11.1 EITHER PARTY MAY TERMINATE THIS AGREEMENT AT ANY TIME BY GIVING TO THE OTHER PARTY WRITTEN NOTICE WHERE:

(A) THE OTHER PARTY HAS COMMITTED ANY MATERIAL BREACH OF ANY OF ITS OBLIGATIONS HEREUNDER, INCLUDING FAILURE TO PAY ANY CHARGES WHEN DUE INCLUDING ANY INTERIM INVOICE OR PAYMENT ON ACCOUNT UNDER CLAUSE 4 AND 5 AND HAS NOT REMEDIED THE BREACH WITHIN 30 DAYS; OR

(B) EITHER PARTY'S LICENCE(S) TO RUN THE TELECOMMUNICATIONS SYSTEM(S) RELEVANT TO THAT PARTY'S PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT IS REVOKED, EXPIRES OR IS TERMINATED FOR ANY REASON (AND IS NOT IMMEDIATELY REPLACED); OR

(C) THE OTHER PARTY MAKES ANY ARRANGEMENT OR COMPROMISE WITH ITS CREDITORS; OR

(D) ANY ACTION OR PROCEEDING UNDER INSOLVENCY LAW IS TAKEN AGAINST THE OTHER PARTY OR AN ASSOCIATED COMPANY OF THAT PARTY WHETHER IN THE UK OR ANY OTHER JURISDICTION; OR

(E) THE OTHER PARTY IS SUBJECTED TO VOLUNTARY OR COMPULSORY LIQUIDATION (OTHER THAN FOR THE PURPOSE OF A SOLVENT AMALGAMATION OR RECONSTRUCTION); OR

(F) THE OTHER PARTY CEASES TO CARRY ON BUSINESS OR SUFFERS ANY EXECUTION OR DISTRESS OVER A SUBSTANTIAL PART OF ITS ASSETS; OR

(G) THE OTHER PARTY IS MADE THE SUBJECT OF AN ADMINISTRATION ORDER OR OF ANY PROPOSAL UNDER PART 1 OF THE INSOLVENCY ACT 1986 OR A COMPOSITION IN SATISFACTION OF ITS DEBTS OR OTHER SIMILAR ACTION UNDER ANY OTHER JURISDICTION.

12 FORCE MAJEURE

12.1 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY (THE "**AFFECTED PARTY**") SHALL BE LIABLE FOR ITS INABILITY TO PERFORM ANY OF ITS OBLIGATIONS HEREUNDER (OTHER THAN AN OBLIGATION TO MAKE PAYMENT) IF SUCH INABILITY IS CAUSED BY OR ARISES AS A RESULT OF CIRCUMSTANCES BEYOND THE REASONABLE CONTROL OF THE RELEVANT PARTY INCLUDING BUT NOT LIMITED TO INABILITY OR DELAY CAUSED THROUGH FIRE, FLOOD, RIOT, ACT OF GOD, LIGHTNING, EXPLOSION, CIVIL COMMOTION (BUT NOT INDUSTRIAL DISPUTE), MALICIOUS DAMAGE, STORM, TEMPEST, ACT OF GOVERNMENT OR REGULATORY AUTHORITY, ANY FORM OF TECHNICAL OR OTHER FAILURE ASSOCIATED WITH ZIRON'S NETWORK OR THE NETWORK OF ANY OF ZIRON'S INTERCONNECTION SUPPLIERS ("**FORCE MAJEURE CIRCUMSTANCES**").

12.2 IF THIS AGREEMENT CANNOT BE PERFORMED ACCORDING TO ITS TERMS FOR A CONTINUOUS PERIOD OF MORE THAN 60 DAYS AS A RESULT OF FORCE MAJEURE CIRCUMSTANCES, THEN THE UNAFFECTED PARTY MAY, AFTER THE EXPIRY OF SUCH PERIOD AT ITS DISCRETION, BUT ONLY WHILE SUCH FORCE MAJEURE CIRCUMSTANCES CONTINUE, TO TERMINATE THIS AGREEMENT BY GIVING NOT LESS

THAN 30 DAYS' NOTICE TO THE AFFECTED PARTY. SUCH NOTICE SHALL BE VOID IF, PRIOR TO ITS EXPIRY, THE FORCE MAJEURE CIRCUMSTANCES COME TO AN END.

13 CONSEQUENCES OF TERMINATION

13.1 IN THE EVENT OF TERMINATION OF THIS AGREEMENT, ALL FEES DUE TO THE OTHER PARTY REMAIN OBLIGATED AND ANY ADVANCE PAYMENTS WILL BE REFUNDED PRO-RATA

14 PROVISION OF INFORMATION

14.1 EACH PARTY UNDERTAKES TO THE OTHER TO SUPPLY PROMPTLY ALL INFORMATION AND ASSISTANCE, WHICH THE OTHER MAY REQUEST THAT IS REASONABLY REQUIRE TO ENABLE IT TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT OR TO VERIFY ANY CHARGES.

15 CONFIDENTIALITY

15.1 EACH PARTY SHALL ENSURE THAT DISCLOSURE OF CONFIDENTIAL INFORMATION IS RESTRICTED TO THE PARTIES AND THEIR EMPLOYEES, OR CONTRACTORS AND/OR ASSOCIATED COMPANIES WHO NEED ACCESS TO THE CONFIDENTIAL INFORMATION FOR THE PURPOSES OF THIS AGREEMENT. COPIES OR REPRODUCTIONS OF ANY CONFIDENTIAL INFORMATION SHALL NOT BE MADE EXCEPT TO THE EXTENT REASONABLY NECESSARY FOR THE PURPOSES OF THIS AGREEMENT AND ALL COPIES MADE SHALL REMAIN THE PROPERTY OF THE DISCLOSING PARTY. A PARTY SHALL RETURN ALL CONFIDENTIAL INFORMATION AND ANY COPIES TO THE DISCLOSING PARTY WITHIN 30 (THIRTY) DAYS OF RECEIPT OF A WRITTEN REQUEST TO DO SO.

15.2 IN THIS CLAUSE "**CONFIDENTIAL INFORMATION**" SHALL MEAN PRODUCT, BUSINESS, TECHNICAL, MARKET, STRATEGIC OR OTHER INFORMATION OR DATA (INCLUDING BUT NOT LIMITED TO INFORMATION RETAINED ON ALL TYPES OF MEDIUM INCLUDING WRITTEN, DIAGRAMMATICAL, SOFTWARE OR OTHER STORAGE MEDIUM) RELATING TO THE PROVISION OF THE SERVICES OR THIS AGREEMENT OR THE BUSINESS OR AFFAIRS OF ZIRON DISCLOSED WHETHER IN WRITING, ORALLY OR BY ANY OTHER MEANS, AND WHETHER OR NOT THAT INFORMATION IS MARKED "CONFIDENTIAL" EXCLUDING ANY INFORMATION WHICH:

- (A) IS IN OR COMES INTO THE PUBLIC DOMAIN IN ANY WAY WITHOUT BREACH OF THIS AGREEMENT;
- (B) WAS IN A PARTIES POSSESSION OR KNOWN TO IT PRIOR TO RECEIPT FROM THE DISCLOSING PARTY;
- (C) A PARTY CAN SHOW WAS DEVELOPED BY OR FOR THAT PARTY AT ANY TIME INDEPENDENTLY OF ANY INFORMATION DISCLOSED TO IT BY THE DISCLOSING PARTY;
- (D) A PARTY OBTAINS OR HAS AVAILABLE FROM A SOURCE OTHER THAN THE DISCLOSING PARTY WITHOUT BREACH BY ANY 3RD PARTY OF ANY OBLIGATION OF CONFIDENTIALITY OR NON-USE TOWARDS THE DISCLOSING PARTY;
- (E) IS HEREAFTER FURNISHED BY THE DISCLOSING PARTY TO A THIRD PARTY WITHOUT RESTRICTION ON DISCLOSURE OR USE OR
- (F) IS DISCLOSED BY A PARTY WITH THE PRIOR WRITTEN APPROVAL OF THE DISCLOSING PARTY IN ACCORDANCE WITH THE TERMS OF SUCH WRITTEN APPROVAL.

15.3 THE FOLLOWING DISCLOSURES OF INFORMATION BY EITHER PARTY SHALL NOT CONSTITUTE A BREACH OF CLAUSE 15:

- (A) A DISCLOSURE OF INFORMATION NECESSARY TO COMPLY WITH ANY LAW OR THE VALID ORDER OF A COURT OF COMPETENT JURISDICTION OR THE RULE, REGULATION OR REQUEST OF ANY GOVERNMENTAL OR OTHER REGULATORY AUTHORITY, PROVIDED THAT THE PARTY DISCLOSING THE INFORMATION SHALL NOTIFY THE OTHER PARTY PROMPTLY OF ANY SUCH ORDER OR REQUEST (AND IF PRACTICABLE PRIOR TO MAKING ANY SUCH DISCLOSURE) AND SHALL REQUEST CONFIDENTIAL TREATMENT OF SUCH INFORMATION BY THE THIRD PARTY TO WHICH IT IS DISCLOSED;

(B) A DISCLOSURE OF INFORMATION TO A PARTY'S AUDITORS OR OTHER PROFESSIONAL ADVISERS OR AS PART OF THAT PARTY'S NORMAL REPORTING OR REVIEW PROCEDURES TO ITS PARENT COMPANY, MEMBERS OR PARTNERS AS THE CASE MAY BE PROVIDED THAT THE PARTY DISCLOSING THE INFORMATION WILL ENDEAVOUR TO PROCURE (AS APPROPRIATE) THAT ITS AUDITORS, PROFESSIONAL ADVISERS, PARENT COMPANY MEMBERS AND PARTNERS WILL TREAT SUCH INFORMATION AS IF THEY WERE SUBJECT TO CONFIDENTIALITY OBLIGATIONS SUBSTANTIALLY THE SAME AS THOSE IN CLAUSE 15.1; AND

(C) A DISCLOSURE OF INFORMATION MADE IN ORDER TO ENFORCE ITS RIGHTS UNDER THIS AGREEMENT.

15.4 THE CONFIDENTIALITY OBLIGATIONS IN THIS CLAUSE 15 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR A PERIOD OF 3 YEARS AND SHALL SUPERSEDE ALL PREVIOUS CONFIDENTIALITY AGREEMENTS BETWEEN THE PARTIES.

16 PUBLICITY

16.1 THE PARTIES AGREE THE FOLLOWING:

(A) THIS AGREEMENT MAY BE THE SUBJECT OF A PRESS RELEASE AND VARIOUS FORMS OF PUBLICITY AND MARKETING ACTIVITY BY EITHER PARTY, SUBJECT TO BEING APPROVED BY BOTH PARTIES, SUCH APPROVAL NOT TO BE UNREASONABLY WITHHELD OR DELAYED;

(B) ZIRON SHALL BE PERMITTED TO LIST CUSTOMER'S NAME AND LOGO IN ANY ZIRON MARKETING MATERIAL.

17 PERSONAL DATA

17.1 THE PARTIES SHALL TAKE ALL NECESSARY STEPS TO ENSURE THAT ANY PERSONAL DATA (AS DEFINED THE GENERAL DATA PROTECTION REGULATION ("GDPR") (EU 2016/679) OR INFORMATION PROVIDED BY THE OTHER SHALL BE SECURE AND TREATED AS CONFIDENTIAL AND IN PARTICULAR A PARTY SHALL NOT:

(A) USE THE PERSONAL DATA OR INFORMATION NOR REPRODUCE THE DATA OR INFORMATION IN WHOLE OR IN PART IN ANY FORM EXCEPT AS MAY BE REQUIRED BY THIS AGREEMENT; OR

(B) DISCLOSE THE PERSONAL DATA OR INFORMATION TO ANY THIRD PARTY OR PERSONS NOT AUTHORISED TO RECEIVE IT; OR

(C) ALTER, DELETE, ADD TO OR OTHERWISE INTERFERE WITH THE DATA OR INFORMATION (SAVE WHERE EXPRESSLY PERMITTED TO DO SO); OR

(D) TRANSMIT SUCH DATA AND INFORMATION TO A COUNTRY OR TERRITORY OUTSIDE THE EUROPEAN ECONOMIC AREA WITHOUT THE OTHER PARTY'S EXPRESS CONSENT SAVE FOR WHERE THE PRODUCT OR SERVICE BEING PROVIDED IS IN A JURISDICTION OUTSIDE THE EEA. WHERE THE PRODUCT OR SERVICE IS BEING PROVIDED OUTSIDE THE EEA, THE PARTIES HEREBY GIVE THEIR EXPRESS CONSENT TO THE TRANSMISSION OF THE MINIMUM PERSONAL DATA TO BE TRANSMITTED TO GIVE EFFECT TO THE ORDER. THE CUSTOMER WARRANTS THAT WHERE THE PRODUCT OR SERVICE IS BEING PROVIDED OUTSIDE THE EEA IT HAS THE EXPRESS WRITTEN PERMISSION OF THE SUBJECT FOR THE DATA TO BE USED IN ACCORDANCE WITH THIS CLAUSE.

17.2 NOTHING IN THIS AGREEMENT SHALL RELIEVE EITHER PARTY OF ITS OBLIGATIONS UNDER THE GDPR.

17.3 THE CUSTOMER WARRANTS THAT IT HAS THE RELEVANT AUTHORITY FROM THE SUBJECT AND HEREBY AUTHORISES ZIRON TO;

(A) TRANSMIT RELEVANT PERSONAL INFORMATION PERTAINING TO NUMBER PORTABILITY, SUBSCRIBER INTELLIGENCE, SMS AND EMERGENCY SERVICES LOCATION INFORMATION TO THE PUBLIC ELECTRONIC COMMUNICATIONS NETWORKS WITH WHOM ZIRON IS INTERCONNECTED FOR THE PURPOSES OF THESE SERVICES;

(B) RETAIN DETAILS ABOUT THE CUSTOMER (INCLUDING, BUT WITHOUT LIMITATION TO) IN CUSTOMER RELATIONSHIP MANAGEMENT AND ACCOUNTING SYSTEMS IN ORDER TO DISCHARGE ITS OBLIGATIONS UNDER THIS AGREEMENT;

17.4 ZIRON WARRANTS THAT THE PARTIES TO WHICH IT TRANSMITS DATA IN ACCORDANCE WITH CLAUSE 17.1(D), AND 17.3 HAVE A WRITTEN AGREEMENT WITH ZIRON THAT IS COMPLIANT WITH GDPR FOR THE SUB-PROCESSING OF THE PERSONAL INFORMATION IN QUESTION.

17.5 ZIRON SHALL ASSIST THE CUSTOMER TO THE EXTENT REQUIRED BY LAW IN DISCHARGING ITS OBLIGATIONS IN THE GDPR IN RELATION TO SUBJECT ACCESS RIGHTS, AUDITS AND INSPECTIONS, SECURITY OF PROCESSING, NOTIFICATION OF BREACHES TO THE RELEVANT AUTHORITIES AND THE RETURN OF PERSONAL INFORMATION UPON TERMINATION OF THIS AGREEMENT.

18 INTELLECTUAL PROPERTY RIGHTS F

18.1 SUBJECT TO CLAUSE 16.1(B), EACH PARTY AGREES THAT, WITHOUT THE OTHER PARTY'S WRITTEN CONSENT, IT WILL NOT USE THE NAME, SERVICE MARKS, TRADEMARKS OR ANY OTHER SYMBOL OR LOGO USED BY OR BELONGING TO THE OTHER PARTY IN CONNECTION WITH THEIR BUSINESSES OR IN ANY ADVERTISING, PUBLICITY RELEASES OR SALES PRESENTATIONS. EACH PARTY AGREES IT WILL NOT TAKE ANY ACTIONS THAT WILL IN ANY MANNER COMPROMISE THE REGISTERED TRADEMARKS AND/OR SERVICE MARKS OF THE OTHER PARTY OR A MEMBER OF THE SAME GROUP. THE PARTIES AGREE THAT ANY VIOLATION OF THIS SECTION WOULD CAUSE IRREPARABLE HARM AND THAT SUCH HARM CANNOT BE ADEQUATELY COMPENSATED IN MONEY DAMAGES. ACCORDINGLY, ANY SUCH VIOLATION OR BREACH MAY BE ENJOINED BY ANY COURT OF COMPETENT JURISDICTION, WITHOUT WAIVING OR AFFECTING CLAIMS FOR DAMAGES INCURRED IN CONNECTION WITH SUCH VIOLATION.

18.2 EACH PARTY AGREES THAT IT SHALL NOT CAUSE, DIRECTLY OR INDIRECTLY, ANY CLAIM OR ENCUMBRANCE TO ATTACH TO ANY INTELLECTUAL PROPERTY OWNED BY THE OTHER PARTY, INCLUDING, BUT NOT LIMITED TO TRADE SECRETS, PATENTS, COPYRIGHTS, AND CONFIDENTIAL INFORMATION. ANY ACT PURPORTING TO CREATE SUCH A CLAIM, LIEN OR ENCUMBRANCE ON SUCH ITEMS SHALL BE VOID. THE PARTIES FURTHER AGREE THAT, EXCEPT AS OTHERWISE EXPLICITLY ALLOWED BY LAW, THEY SHALL NOT DIRECTLY OR INDIRECTLY THROUGH THIRD PARTIES, COPY, REVERSE ENGINEER, OR OTHERWISE MISAPPROPRIATE ANY PART OF THE INTELLECTUAL PROPERTY OWNED BY THE OTHER PARTY, OR DISTRIBUTE OR TRANSFER THE INTELLECTUAL PROPERTY OF THE OTHER PARTY TO ANY PERSON EXCEPT AS PROVIDED HEREIN. THE PARTIES AGREE THAT ANY VIOLATION OF THIS SECTION WOULD CAUSE IRREPARABLE HARM AND THAT SUCH HARM CANNOT BE ADEQUATELY COMPENSATED IN MONEY DAMAGES. ACCORDINGLY, ANY SUCH VIOLATION OR BREACH MAY BE ENJOINED BY ANY COURT OF COMPETENT JURISDICTION, WITHOUT WAIVING OR AFFECTING CLAIMS FOR DAMAGES INCURRED IN CONNECTION WITH SUCH VIOLATION.

18.3 FOR CLARIFICATION, ALL ZIRON INFORMATION, INCLUDING BUT NOT LIMITED TO, LOGOS, IMAGES, DOCUMENTS, SOURCE CODE, KNOW HOW, SYSTEMS, SOLUTIONS, INFORMATION, AND DATA BELONGS EXCLUSIVELY TO OR IS LICENCED THROUGH ZIRON.

19 GENERAL

19.1 NO FAILURE OR DELAY BY EITHER PARTY IN EXERCISING ANY RIGHT, POWER OR PRIVILEGE HEREUNDER SHALL IMPAIR THE SAME OR OPERATE AS A WAIVER THEREOF NOR SHALL ANY SINGLE OR PARTIAL EXERCISE OF ANY RIGHT, POWER OR PRIVILEGE PRECLUDE ANY FURTHER EXERCISE THEREOF OR THE EXERCISE OF ANY OTHER RIGHT, POWER OR PRIVILEGE. THE RIGHTS AND REMEDIES HEREIN PROVIDED ARE CUMULATIVE AND NOT EXCLUSIVE OF ANY RIGHTS AND REMEDIES PROVIDED BY LAW OR IN EQUITY.

19.2 THE ADDRESS FOR THE RECEIPT OF NOTICES FOR ZIRON IS ITS REGISTERED OFFICE. THE CUSTOMER'S ADDRESS FOR THE RECEIPT OF NOTICES IS THE ADDRESS YOU HAVE PROVIDED ON THE ACCEPTANCE OF THIS AGREEMENT.

19.3 ANY NOTICE GIVEN IN CONNECTION WITH THIS AGREEMENT SHALL BE SERVED IN WRITING BY HAND, NORMAL FIRST CLASS POST, FAX OR ELECTRONIC TRANSMISSION. ANY NOTICE SENT BY:

TRANSMISSION. ANY NOTICE SENT BY:

(A) HAND, FAX OR ELECTRONIC TRANSMISSION SHALL BE DEEMED TO HAVE BEEN RECEIVED IMMEDIATELY AFTER DESPATCH OR TRANSMISSION; AND

(B) POST SHALL BE DEEMED (IN THE ABSENCE OF EVIDENCE OF EARLIER RECEIPT) TO HAVE BEEN RECEIVED 48 HOURS AFTER DATE OF POSTING.

19.4 A THIRD PARTY WHICH IS NOT A PARTY TO THIS AGREEMENT HAS NO RIGHTS UNDER THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 TO ENFORCE ANY TERM OF THIS AGREEMENT.

19.5 EITHER PARTY MAY ASSIGN THIS AGREEMENT (PROVIDING IT NOTIFIES THE OTHER PARTY IN WRITING) TO ANY OTHER COMPANY (WITH EQUAL OR SUPERIOR CREDIT RATING) WITHIN ITS GROUP OF COMPANIES WITHOUT CONSENT. ASSIGNMENT TO ANY THIRD PARTY REQUIRES THE OTHER PARTY'S CONSENT, AND SUCH CONSENT SHALL NOT BE UNREASONABLY WITHHELD.

20 ENTIRE AGREEMENT

20.1 SAVE AS OTHERWISE AGREED BY THE PARTIES THIS AGREEMENT, INCLUDING ANY SCHEDULES, EXHIBITS, APPENDICES AND ANNEXES ATTACHED TO IT, SETS OUT THE ENTIRE AGREEMENT AND UNDERSTANDING OF THE PARTIES AND SUPERSEDES ANY AND ALL PRIOR PROPOSALS, NEGOTIATIONS, REPRESENTATIONS, AGREEMENTS, ARRANGEMENTS OR UNDERSTANDINGS, BOTH ORAL AND WRITTEN, RELATING TO THE SUBJECT MATTER HEREOF.

20.2 SAVE AS OTHERWISE AGREED BY THE PARTIES THE PARTIES HAVE NOT RELIED ON ANY PROPOSAL, NEGOTIATION OR REPRESENTATION, WHETHER WRITTEN OR ORAL, THAT IS NOT EXPRESSLY SET OUT.

21 GOVERNING LAW

21.1 THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED IN ALL RESPECTS BY ENGLISH LAW AND THE PARTIES SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE ENGLISH COURTS IN RESPECT OF ANY LEGAL PROCEEDINGS WHICH MAY ARISE IN ANY WAY WHATSOEVER OUT OF THIS AGREEMENT.