

# GB GROUP PLC

## End User Software Products and Data Licence Agreement

(Incorporating Royal Mail's PAF End User Licence)

GB Group is a Royal Mail accredited VAR; authorised by the British Post Office to license the use of Post Office databases to End Users in conjunction with GB Group's own products and databases and other products and databases supplied to GB Group by third parties. The Licensee wishes to obtain a licence to use such databases, software and data provided by GB Group under the terms of this licence agreement.

Specific descriptions of the Licensed Products, type of Licence granted (inclusive of number of licensed users); Scope of Use and Designated Equipment are all as set out in Schedules 1 and 2 to this Agreement (copies of which are attached hereto), signed by the Licensee and submitted by the Licensee or the Reseller (as the case may be) and confirmed in writing by GB Group.

GB Group undertakes to provide for the duration of this agreement reasonable assistance and advice in the use of the Licensed Products provided by trained personnel over the telephone between the hours of 9.00 am. and 5.00 p.m. Monday to Friday excluding statutory holidays ("Technical Support"), with effect from the date of this agreement or the first use of the Licensed Products by the Licensee, whichever the earlier. Technical Support does not include the diagnosis or rectification of any fault resulting from the operational failure through improper use, operation or neglect of the Licensed Programs and/or Designated Equipment; or except by prior written agreement with the Company the Licensee's failure to install and use upon the Designated Equipment in substitution for the previous release any New Release of the Licensed Products within 60 days of receipt of the same.

### 1. DEFINITIONS

"DATA" shall for the purpose of this Licence incorporate the confidential information of the Royal Mail including "PAF", "PIF" & "Postzon"; GB Group's "National Register"; Ordnance Survey data and any other data from time to time supplied in conjunction or combination with or as part of the Licensed Products or any data or database derived directly or indirectly by any comparison with or reference to the Licensed Products, PAF, PIF, POSTZON or GB Group's National Register and any other data from time to time supplied in conjunction or combination with or as part of the Licensed Products. This definition does not include proprietary data owned by the Licensee prior to the commencement of the Licence Agreement.

"DESIGNATED EQUIPMENT" shall mean the type and quantity of computer hardware and users all as set out in Schedule 1 (a copy of which is attached hereto) signed and submitted by the Licensee or the Reseller (as the case may be) and such other hardware as may from time to time be approved in writing by GB Group.

"LICENSEE" shall mean the individual or body corporate entering into an Agreement of which this licence forms part with GB Group directly or through a GB Group Reseller.

"INITIAL LICENCE PERIOD" shall mean the period set out in Schedule 1 (a copy of which is attached hereto) signed and submitted by the Licensee, or the Reseller (as the case may be) to which this Agreement relates and such other Periods as may from time to time be agreed in writing by the parties.

"LICENSED PRODUCTS" means such of the Products, Data and Services as set out in Schedule 1, signed and submitted by the Licensee, or the Reseller (as the case may be) to which this Agreement relates and such other Products as may from time to time be agreed in writing by the parties.

"NATIONAL REGISTER" comprises the UK Electoral Rolls (those persons qualifying and registered to vote) and contains approximately 44 million names and residential addresses throughout the United Kingdom plus additional data appended to the Electoral roll by GB Group.

"PAF" is a registered trademark of the Royal Mail (part of the British Post Office) and stands for Postcode Address File. It is a database containing all known addresses and Postcodes in the United Kingdom.

"POSTZON" is comprised of a version of PAF containing one record for each Postcode in the UK. The information supplied with each Postcode includes an Ordnance Survey Grid Reference and a variety of other coded identifiers which describe Country, County, District, Local Authority Electoral Ward and National Health Service District Health Authority.

"PIF" stands for "Postcode Information File" (part of PAF) and contains a delivery point suffix (enabling each delivery point to be uniquely identified) and check sum digit which can be used in conjunction with the Postcode for the purpose of bar-coding Mail.

"RESELLER" shall include any individual or organisation; and specifically VARs, VARs Agents, Dealers and Distributors; contracted to GB Group to supply the Licensed Products, Data and Services to Licensees under terms and conditions consistent with those contained in this Agreement.

"VAR" shall mean an individual or organisation licensed by the Post Office to obtain copies and updates of PAF from the Post Office both for its own use and to enhance its own products and services for sale to Licensees which makes use of the PAF and to license Resellers for the same purposes. For the avoidance of doubt GB Group is a Royal Mail accredited VAR.

"VARs AGENT" shall mean an individual or organisation under contract with GB Group who obtain copies and updates of the Licensed Products and Data both for its own use and to enhance its own products and services for supply to Licensees.

"USER" shall mean an individual, PC, work station or terminal within the Licensee's organisation which has access (either directly or indirectly) to any part of the Licensed Products or the Data through any software routines whether supplied by GB Group, a Reseller or any third party supplier or developed by or for the Licensee by its employees, agents or sub-contractors.

### 2. LICENCE AND SUPPORT

2.1 GB Group hereby grants the Licensee a non-exclusive licence to Use and process for the licence period, by the Licensee's own employees, in conjunction with the Designated Equipment only, within the Licensee's organisation, for the Licensee's own internal purposes only (unless otherwise specified in writing in Schedule 1), the Licensed Products and Data, extracts and derivatives from the Data and updates to the Licensed Products and Data provided to the Licensee by GB Group or a GB Group appointed Reseller (as the case may be) in accordance with the specification for the use of the Licensed Products and Data incorporated within Schedule 1 (a copy of which is attached hereto) as updated from time to time by GB Group and the Licensee and witnessed in writing by both parties.

2.2 The Licensee shall acknowledge and sign a copy of this Licence for return to GB Group with the completed and authorised GB Group Official Order Form or Resellers order and GB Group shall acknowledge to the Licensee or Reseller acceptance of order. This Licence shall come into force upon signature by GB Group subject to payment by the Licensee of the amounts specified in clause 4.1.

2.3 The Licensee shall ensure that any changes in the details relating to its use of the Licensed products and Data from that specified at Schedule 1 are notified to and authorised by GB Group or the Reseller and that the Number of Users does not exceed that permitted by the numbers and type of licences purchased by the Licensee.

2.4 The Licensee shall have a reasonable mechanism or process in place to ensure that the number of users accessing the Licensed Products or Data does not exceed the number of Licences purchased.

2.5 The Licensee shall install and use any new release or updates to the Licensed products and Data supplied by GB Group within 60 days of receipt.

2.6 The Licensee shall upon reasonable notice grant to GB Group and the Post Office, or their agents, reasonable accompanied access during working hours, to their premises, accounts and records relevant to this Licence for the purpose of verifying and monitoring the Licensee's compliance with its obligations under this Licence and shall maintain such records as are necessary to enable GB Group or the Post Office to confirm the Licensee's compliance herewith.

2.7 Both Parties shall comply with all requirements of the Data Protection Act 1998 ("the Act") relevant to its possession or use of the Licensed Products and Data and shall ensure that such use is not inconsistent with its own registration under the Act.

2.8 The Licensee shall, in respect of the use of any of the Licensed Products and Data incorporating or utilising GB Group's "National Register" or any data derived by comparison with or reference to the "National Register", comply with any relevant codes of practice published by the UK Direct Marketing Association, the Advertising Standards Authority and any other recognised authority in so far as its use of the Licensed Products and Data falls within the scope of such codes of practice.

2.9 The supply of certain elements of Data (other than PAF, PIF, & POSTZON) provided under licence to GB Group by third parties may be subject to special licensing conditions specified by those third party suppliers. Details of all third party special licence terms and conditions applicable to this Agreement (including copies of relevant third party licence agreements) are specified and attached hereto as Schedule 2 to this Agreement.

### 3. LIMIT ON LICENSEE'S USE OF THE DATA AND LICENSED PRODUCTS.

3.1 The Licensee shall not at any time reproduce, publish, sell, let, lend or otherwise part with possession of any part of Licensed Products or Data save to make a single back-up copy of the same, including storage on alternative computer systems (such copies to be subject to the terms and conditions of this Licence and deemed to form part of the Licensed Products save that no further copies may be made thereof) unless such use is specifically authorised in Schedule 1 to this Agreement or subsequently agreed in writing and authorised by an officer of GB Group. The Licensee shall ensure that its employees, agents and sub-contractors comply with the terms of this Clause.

3.2 The Licensee is not authorised to sub-license the Licensed Products or Data or any data derived by reference to or comparison with the Licensed Products or Data. The Licensee shall not use the Licensed Products or Data in the provision of any services or information to or for the benefit of any person (including individuals, partnerships and bodies corporate and all other third parties) unless such use is specifically authorised in Schedule 1 to this Agreement or subsequently agreed in writing and authorised by an officer of GB Group.

3.3 The Licensed Products cannot be used in a web based environment without the prior permission of GB Group plc, and GB Group plc reserves the right to charge additional fees as part of any permission granted. For the purposes of this clause "web based" use the Licensed Products is defined as both the interactive and batch use of the Data and Software across an internet. The "internet" is defined as one or more of the following: the Internet, World Wide Web, a local intranet or an extranet network.

### 4. FEES

4.1 The Licensee shall pay to GB Group either directly or via the Reseller (as the case may be) Initial and Renewal Licence fees in accordance with the following timescales:

4.1.1 The Initial Licence fee shall become payable within fourteen days of the date of invoice to which this Licence Agreement relates. Renewal Licence fees shall become due for payment by the Licensee on each anniversary of this Licence Agreement, or

4.1.2 in accordance with such other methods of payment and fee arrangements as are agreed between GB Group and the Licensee and specified as part of Schedule 1 to this Agreement.

4.1.3 Where monthly usage based fees are specified in Schedule 1 the Licensee hereby undertakes to submit to GB Group, no later than the 14th day of each calendar month, a statement containing such information as shall be reasonably required by GB Group to enable GB to monitor and exercise its rights under this agreement (specifically but not limited to the right to receive such information as shall be necessary to calculate or verify the monthly fees due to GB Group under this Agreement.) whereafter GB Group will issue an invoice to the Licensee within 7 days of receipt of such statement from the Licensee and the Licensee undertakes to pay such invoices within 30 days from the date thereof.

4.1.4 This Licence Agreement shall terminate immediately where the Licensee fails to submit the statement referred to in clause 4.1.3. by the due date or fails to pay any of the appropriate fees by the due date.

4.1.5 Upon the expiry of the Initial Licence Period this Licence Agreement (including any licence granted hereunder), will be automatically renewed for successive equal Renewal Periods, subject to the then prevailing licence fees of GB Group applicable to the Licensed Products. This Licence Agreement however, shall not be automatically renewed in respect of the licence and services granted and provided hereunder, if either party shall have given at least 28 days prior written notice to the other of termination of the then current period.

4.2 The Licence Fees may, subject to clauses 4.2.1 to 4.2.2 below, be increased or decreased or the payments structure modified or amended by GB Group plc during the currency of this Licence Agreement to take effect on any anniversary of this Licence Agreement save that:

4.2.1 any straightforward increase in Licence fees shall be automatic and any such increase shall be limited to the increases in the Retail Price Index since the last occasion upon which the Licence Fees were increased;

4.2.2 any modification or amendment in Licence fees which is more than a straightforward increase in prices shall take place on no less than 28 days prior notice.

4.3 All fees and charges payable under this licence are subject to V.A.T. or other applicable taxes.

### 5. LIMITATIONS OF LIABILITY

5.1 In relation to the Post Office the Licensee acknowledges and agrees:-

5.1.1 that the Post Office shall not be liable for any loss or damage (whether direct or indirect or consequential) howsoever arising out of or in connection with this Licence Agreement; and

5.1.2 that the Post Office shall not be liable in any way in respect of the services provided by GB Group or the Reseller to the Licensee; and that;

5.1.3 even if the services provided to the Licensee by GB Group or the Reseller are designated as Post Office approved, the Licensee acknowledges that the Post Office gives no warranty that such services have been tested for use by any party or that such services will be suitable for or be capable of being used by any party; and

5.1.4 that the Post Office shall not be obliged in any circumstances to provide PAF or any related services direct to the Licensee.

5.1.5 that the Post Office makes no warranty as to the accuracy or completeness of any Data supplied by it.

5.2 In relation to GB Group:-

The following provisions set out GB Group's entire liability to the Licensee in respect of breach of its contractual obligations, and pursuant to any representation, statement, tortious act or omission ("Event of Default"), arising in connection with or under this agreement.

5.2.1 GB Group's liability to the Licensee in respect of:

5.2.1.1 death or personal injury resulting from its own negligence shall not be limited and the exclusion in clause 5.2.2 shall not apply thereto.

5.2.1.2 damage to the Licensee's tangible property resulting from GB Group's negligence and in respect of any Event of Default, shall be limited to damages of an amount equal to the aggregate of the Licence Fee paid in respect of the current annual licence period.

5.2.2 GB Group shall in no circumstances be liable for any loss of profits, goodwill or any type of special indirect or consequential loss, even if reasonably foreseeable, or clearly anticipated by GB Group.

5.2.3 If a number of Events of Default give rise to the same (or substantially the same) loss, then they shall be regarded as giving rise to only one claim.

- 5.2.4 The Licensee hereby agrees to afford GB Group not less than 60 days in which to remedy any Event of Default, following receipt by GB Group of such notification, and except in the case of an Event of Default specifically arising under clause 5.2.1.1 above, GB Group shall have no liability to the Licensee unless the latter shall have served a written notice upon GB Group forthwith on becoming aware of the circumstances giving rise to the Event of Default or the date when it ought reasonably to have become so aware, whichever the earlier.
- 5.2.5 Nothing in this clause shall confer any right or remedy upon the Licensee to which it would not otherwise be legally entitled.
- 5.2.6 The Licensee acknowledges that the Licence fees are calculated by reference to the limits of liability set out in this clause 5 and that the Licensee may by written notice request GB Group to agree a higher limit of liability to which GB Group may, at its sole discretion, agree subject to Insurance cover being available and on condition that any increased insurance premiums and other costs associated with providing such increased liability shall be borne by the Licensee.
6. WARRANTIES
- 6.1 GB Group does not warrant that the use of the Licensed Products will meet the Licensee's data processing or other business requirements or that the operation of the Licensed Products will be uninterrupted or error free and the Licensee accepts that the Licensed Products were not designed and produced to its individual requirements and that it was responsible for their selection.
- 6.2 GB Group makes no warranty as to and does not accept responsibility for the accuracy, quality or suitability of the Data (including without limitation Post Office or any third Party data supplied in conjunction or in combination with the Licensed Products and Data) or the Licensed Products.
- 6.3 GB Group warrants that:
- 6.3.1 it has the right to licence the Licensed Products and Data but otherwise the Licensed Products and Data are licensed on an "as-is" basis without warranty of any kind, express or implied, oral or written, including without limitation the implied conditions of merchantable quality, fitness for purpose and description, all of which are specifically and unreservedly excluded
- 6.3.2 it has taken reasonable precautions to ensure that all software supplied by GB Group will be virus-free checked prior to delivery to the Licensee.
- 6.3.3 The Licensed Products and all supporting literature shall conform with all descriptions applied to them in writing by GB Group.
- 6.3.4 The proper use by the Licensee of the Licensed Products and Data will not in any way infringe any letters patent, registered design, trademark, tradename, copyright or any other right of any third party.
- 6.3.5 GB Group shall use reasonable skill and care in providing Technical Support and the Licensee agrees that GB Group's sole and exclusive liability for breach of the warranty under this Licence Agreement, and the licensee's sole and exclusive remedy shall be that GB Group will so perform the services as set out under GB Group's responsibilities at no additional charge to the Licensee.
- 6.4 In the event that GB Group does not have the right to authorise use by the Licensee of the Licensed Products and Data in accordance with Clause 6.3.4 above then GB Group will use all reasonable endeavours to procure forthwith for the Licensee the right to or a Licence to use the Licensed Products or Data (as appropriate) in accordance with this Licence Agreement.
- 6.5 GB Group and the Licensee each warrants to the other that it holds all necessary registrations, licences and consents including but not limited to those required by Law and in particular the Data Protection Act 1998 (as the same may be amended or superseded) and will comply with and keep in force all such registrations, licences and consents and produce evidence of the same to the other on request.
- 6.6 The Licensee warrants that none of the activities for which it shall use the Licensed Products or Data shall constitute, involve or facilitate, either directly or indirectly, the commission of any unlawful or illegal act or any offence or infringement of the rights of any person.
- 6.7 Without prejudice to the generality of the terms of this Agreement GB Group hereby warrants to the Licensee that the current release of the software supplied by GB Group to the Licensee hereunder shall not, subsequent to the 1st January 1999, suffer any deterioration in or failure of performance in accordance with the relevant specification and the terms of this Agreement solely by reason of the occurrence of a date prior to during or after the calendar year 2000.
7. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY
- 7.1 PAF and the copyright in PAF are and shall remain the property of the Post Office. This licence shall not operate as an assignment of any copyright or any other intellectual property right that may subsist in PAF and the Licensee shall not remove or tamper with any copyright notice attached to PAF. The provisions of this Clause shall continue to operate after the termination of this Licence.
- 7.2 The National Register is a registered trademark of GB Group and the copyright thereto is and shall remain the property of GB Group. This licence shall not operate as an assignment of any copyright or any other intellectual property right that may subsist in the National Register (or any other data or software and related documentation supplied by GB Group) and the Licensee shall not remove or tamper with any copyright notice attached to it. The provisions of this Clause shall continue to operate after the termination of this Licence.
- 7.3 The Licensed Products and Data contain confidential information of GB Group and its third party suppliers and all intellectual property rights ("IPR's") in the Licensed Product and Data are and shall remain the property of GB Group or the property of GB Group's third party suppliers.
- 7.4 The Licensee shall not perform the following acts:
- 7.4.1 copy the whole or any part of the Licensed Product documentation.
- 7.4.2 modify, merge or combine with any other software or documentation or reverse engineer or decompile the whole or any part of Licensed Products or Data. In the event that the Licensee wishes to create an interoperable program with the Licensed Products or Data, it shall give GB Group prior notification of such intent and GB Group shall if it considers the request to be reasonable make readily available to the Licensee such information as is necessary to enable the Licensee to create such an interoperable program provided that on termination of this Licence Agreement, the Licensee shall remove the Licensed Products and Data from any software with which they have been so interoperated and comply with the provisions of clause 8.3 below. GB Group plc reserves the right to make additional charges to the Licensee for giving its approval for the Licensee to make an interoperable program under this clause 7.4.2.
- 7.5 The Licensee undertakes to perform the following acts:
- 7.5.1 keep the Licensed Products and Data confidential and take all steps to protect GB Group's confidential information and all IPR's in the Licensed Products
- 7.5.2 reproduce on any copy of the Licensed Products or Data GB Group copyright and trade mark notices
- 7.5.3 provide that where the Licensee is authorised to use the Licensed Products and Data in the provision of any Services to or for any person (including individuals, partnerships and bodies corporate and all other third parties) that in every instance GB Group's copyright and intellectual property rights and the copyright and intellectual property rights of GB Group's Third Party data suppliers are fully protected and the Licensee shall ensure that the restrictions of use specified under clause 3 shall be incorporated within all agreements involving the use of the Licensed Products and Data by the Licensee.
- 7.6 Each Party agrees
- 7.6.1 to maintain as confidential and not to disclose to any third party any confidential information derived from the other party in connection with this Licence Agreement without the consent of the disclosing party save to the extent reasonably necessary for the proper performance of this Licence Agreement;
- 7.6.2 to restrict the disclosure of the relevant and necessary parts of the confidential information to such of its officers employees agents and sub-contractors who of necessity require the same in performance of their duties as envisaged by this Licence Agreement; and;
- 7.6.3 to make all relevant officers employees agents and sub-contractors aware of the confidentiality of the confidential information and the provisions of this Clause 7 and without prejudice to the generality of the foregoing to take all such steps as shall from time to time be reasonably necessary to ensure compliance by its officers employees agents and sub-contractors with the provisions of this Clause 7.
- 7.7 the obligations in this Clause 7 shall continue in full force and effect during the term of and after the termination of this Agreement provided however that the following shall not be subject to restrictions:
- 7.7.1 any information which was lawfully in the possession of the receiving Party prior to its disclosure by the disclosing Party without restriction as to its disclosure;
- 7.7.2 any information which is or shall lawfully become part of the public domain; or
- 7.7.3 any information which shall otherwise lawfully become available to one Party from a source independent of the other Party without restriction as to its disclosure.
8. TERMINATION
- This Licence Agreement may be terminated without notice by GB Group if the Licensee is in breach of any of the terms of this Licence Agreement:
- In addition to the foregoing; this Licence Agreement may be terminated :-
- 8.1 by either party giving not less than 90 days' notice to the other party expiring at the end of the then current period of this Licence Agreement; or
- 8.2 forthwith by GB Group, if the Licensee:
- 8.2.1 fails to pay any sum due hereunder on the due date; or
- 8.2.2 becomes insolvent, or has a trustee, receiver, administrative receiver or similar officer appointed in respect of any part of its business or assets or enters into any agreement with creditors or has an order or resolution passed for it to be wound up.
- 8.2.3 in any way brings GB Group or the Post Office into disrepute or challenges the actual Property Rights of GB Group; the Post Office or any of GB Group's Third Party data suppliers and in the event of such challenge, the right to terminate this Licence Agreement shall be the sole remedy of GB Group
- 8.2.4 is subject to a change of control. "Control" means the ability of the Licensee to direct its affairs, whether by virtue of the ownership of shares or otherwise.
- 8.3 Upon termination of this Agreement (howsoever arising) the Licensee shall confirm in writing to GB Group within 14 days of termination that all copies of the Licensed Products and Data and any information derived from comparison with, by reference to, or resulting from the authorised or unauthorised use of the Licensed Products or Data has been removed from all systems whatsoever used by or accessible to the Licensee and returned to GB Group and that no further use will be made of such information or any of the Licensed Products or Data with the sole exception to this clause being set out in clause 8.3.1, 8.3.1.1 and 8.3.1.2.
- 8.3.1 Other than where this Licence Agreement is terminated as a result of the act, omission, negligence or breach of this Licence Agreement by the Licensee;
- 8.3.1.1 any Data incorporated within any database owned or under the control of the Licensee as a result of the authorised use of the Licensed Products and Data prior to notice of termination having been received by the Licensee and provided that no further use is made of the Data in the provision of any Services to or for any person (including individuals, partnerships and bodies corporate and all other third parties) and also provided that such databases shall continue to be covered by the provisions of clause 3.2 which shall survive the termination of this Agreement and that no data or information created solely by use of or reference to the Licensed Products and Data shall be exempted under this clause 8.3.1.
- 8.3.1.2 any Data incorporated within any database owned or under the control of any person (including individuals, partnerships and bodies corporate and all other third parties) as a result of the authorised use of the Licensed Products and Data prior to notice of termination having been received by the Licensee and provided that such databases shall continue to be covered by the provisions of clause 3.2 which shall survive the termination of this Agreement and that no data or information created solely by use of or reference to the Licensed Products and Data shall be exempted under this clause 8.3.1.
- 8.4 Any termination of this Licence Agreement shall be without prejudice to any rights or remedies either party may be entitled to and shall not affect any accrued rights or liabilities of either party.
- 8.5 Howsoever this Licence Agreement is determined the Licensee shall not under any circumstances become entitled to the repayment of the Licence Fee or any other sums payable under this Licence Agreement.
- 8.6 In the case where the Licensee is subject to a change of control (as detailed in clause 8.2.4 above) GB Group plc may at its absolute discretion waive its right to terminate the Licence Agreement forthwith providing that the Licensee agrees to and accepts a revision of the fees and payments due under this Licence Agreement. Such fees and payments will be in accordance with GB Group plc's standard pricing at the time of notification of the change of control.
9. GENERAL
- 9.1 If circumstances beyond the reasonable control of the parties including, but not limited to force majeure, acts of God etc. shall temporarily make it impossible for either or both of them to perform their obligations under this Licence Agreement, then the obligations of the parties will be temporarily suspended to such extent as is reasonable in the circumstances.
- 9.2 This Licence Agreement, together with any additional sheets attached and signed by the parties including but not limited to any schedule hereto and any addenda, represents the entire agreement between GB Group and the Licensee with respect to the Licensed Products and it supersedes all prior agreements, proposals, purchase orders, promotional or sales literature, representations and other understandings, whether oral or written by the parties. This provision does not affect any liability for fraudulent misrepresentation. Any addition to or variations of this Licence Agreement must be in writing signed on behalf of both parties. It is agreed that no subsequent purchase order or other ordering document which purports to add to or vary this Licence Agreement shall have any such effect; any such document shall be dealt with for identification purposes only.
- 9.3 If any part of this Licence Agreement shall be found by any court to be invalid or unenforceable, the invalidity or unenforceability of such shall not affect the other provisions of this Licence Agreement, which shall remain in full force and effect.
- 9.4 The headings herein are for the purpose of information and identification only.
- 9.5 Neither party shall be entitled to assign or sub-contract this Licence Agreement or any part of it.
10. LAW
- This Licence Agreement shall be governed by and construed in accordance with English Law and the parties hereby agree to submit to the exclusive jurisdiction of the English Courts