

Licence Reference: Version 1.0 / January 2015
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Software Licence for "Brokk Simulator – Version 1.0"

IMPORTANT NOTICE: PLEASE READ THE TERMS OF THIS LICENCE CAREFULLY BEFORE INSTALLING THE SOFTWARE. YOU SHOULD PRINT A COPY OF THIS LICENCE FOR FUTURE REFERENCE.

This licence agreement ("**Licence**") is a legal agreement governing your use of the Software and associated Documentation. This Licence does not cover any hardware associated with the Software and/or Documentation, for example input devices to the Software, which may be subject to additional terms and conditions independent of this Licence. This Licence is between:

1. you ("**Licensee**" or "**you**"); and
2. **NATIONAL NUCLEAR LABORATORY LIMITED**, registered in England with company number 3857752, and a registered office at Chadwick House, Warrington Road, Birchwood Park, Warrington, WA3 6AE, United Kingdom ("**Licensor**", "**us**" or "**we**").

We licence use of the Software and Documentation to you on the basis of this Licence. We do not sell, or otherwise transfer ownership in, the Software or Documentation to you. We remain the owners of the Software and Documentation at all times.

IMPORTANT NOTICE TO ALL USERS:

- BY CLICKING ON THE "ACCEPT" BUTTON YOU AGREE TO THE TERMS OF THIS LICENCE WHICH WILL BIND YOU AND YOUR EMPLOYEES (IF YOU ARE A BUSINESS). THE TERMS OF THIS LICENCE INCLUDE, IN PARTICULAR, LIMITATIONS ON LIABILITY IN CLAUSE 7 (IF YOU ARE A BUSINESS) AND CLAUSE 8 (IF YOU ARE A CONSUMER).
- IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, WE WILL NOT LICENSE THE SOFTWARE AND DOCUMENTATION TO YOU AND YOU MUST DISCONTINUE THE INSTALLATION PROCESS NOW BY CLICKING ON THE "REJECT" BUTTON.
- IN THE CASE THAT YOU REJECT THIS LICENCE, WHERE YOU PURCHASED THE SOFTWARE ON A CD-ROM OR DVD YOU MUST RETURN THE CD-ROM OR DVD ON WHICH THE SOFTWARE IS STORED AND ALL ACCOMPANYING DOCUMENTATION TO THE VENDOR FROM WHOM YOU PURCHASED THE SOFTWARE, TOGETHER WITH PROOF OF PAYMENT WITHIN 30 (THIRTY) DAYS OF PURCHASE, OR WHERE YOU PURCHASED THE SOFTWARE VIA DOWNLOAD YOU MUST IMMEDIATELY DELETE ALL FILES RELATED TO THE SOFTWARE AND DOCUMENTATION FROM YOUR COMPUTER SYSTEMS, REFRAIN FROM INSTALLING THE SOFTWARE AND CEASE ANY FURTHER USE OF OR ACCESS TO THE SOFTWARE OR DOCUMENTATION, AND IF REQUESTED BY US YOU MUST PROVIDE A CERTIFICATE CERTIFYING THAT YOU HAVE DONE SO. IF YOU DO THIS YOUR LICENCE FEE WILL BE REFUNDED.

1. INTERPRETATION

1.1 In this Licence (unless the context otherwise requires):

- (a) the words "including" and "include" and words of similar effect shall not be deemed to limit the generality of the words which precede them, unless expressly stated to the contrary;
- (b) reference to any licence, agreement, contract, document or deed shall be construed as a reference to it as varied, supplemented or novated;
- (c) words importing persons shall include firms, companies and bodies corporate and vice versa;
- (d) words importing the singular shall include the plural and vice versa;
- (e) words importing any one gender shall include either gender;
- (f) Headings are provided for reference only and shall not affect the interpretation of terms;
- (g) references to clauses are references to clauses of or to this Licence so numbered; and
- (h) any reference to any legislative provision shall be deemed to include any subsequent re-enactment or amending provision.

1.2 The following definitions shall apply to this Licence, in addition to those other definitions set out throughout this Licence:

- (a) "**Brokk**" shall mean the company Brokk UK Limited and its associated companies under the Brokk moniker.
- (b) "**Commencement Date**" shall have the meaning set out in Clause 2.1;
- (c) "**Documentation**" shall have the meaning set out in Clause 3.3.2;
- (d) "**Download**" shall mean the downloading of the Software from the Licensor's approved website via the internet for the purposes of installation and use of the Software by the Licensee, in lieu of the requirement to obtain a physical CD-ROM or DVD to achieve the same purpose;
- (e) "**Force Majeure**" shall mean any event outside of the reasonable control of the Licensor, including (but not limited to)
 - (i) strike, lock out or other form of industrial action;
 - (ii) acts of God;
 - (iii) outbreaks of hostilities, riot, civil disturbance or acts of terrorism;
 - (iv) fire, explosion, flood, or extreme adverse weather conditions;
 - (v) widespread loss of electricity,
 - (vi) pandemic resulting in significant staff reductions; or
 - (vii) theft and malicious damage including cyber attack.
- (f) "**Permitted Purpose**" shall have the meaning set out in Clause 3.3;
- (g) "**Software**" shall have the meaning set out in Clause 3.3.1;
- (h) "**Viruses**" shall have the meaning set out in Clause 6.5;

2. TERM

- 2.1 This Licence shall come into force on the date that you accept this Licence or install the Software whichever is the earlier (the earlier being the "**Commencement Date**") and shall continue in perpetuity unless terminated earlier in accordance with the provisions of this Licence.

3. GRANT AND SCOPE OF LICENCE

- 3.1 In consideration of you agreeing to abide by the terms of this Licence, the Licensor hereby grants to you a non-exclusive, non-transferable licence to use the Software and the Documentation anywhere in the world on the terms of this Licence.

3.3.1 The "**Software**" shall include only the following:

- (i) Brokk Simulator – Version 1.0.

3.3.2 The "**Documentation**" shall include only the following:

- (i) The user guide provided with the Software and related to the specific version of the Software licenced (as defined in Clause 3.3.1).

- 1.2 The purchase of each individual Software CD-ROM or DVD, or the individual Download of the Software following the proper purchase of an individual Download, grants you a single licence, and accordingly this Licence is a single-user licence. You may:

- (a) install and use the Software for your personal purposes (if you are a consumer) or your internal business purposes (if you are a business) only. This licence permits you to use the Software on only one computer at a time, and permits use by only a single person at any one time;
- (b) provided it is used on only one computer at any one time, install the Software on multiple computers, with no restriction on the number of computers;
- (c) provided you comply with the provisions of this Licence, make copies of the Software for back-up purposes;
- (d) receive and use any free supplementary "patches" and corrections of errors as may be provided by the Licensor at its sole discretion from time to time;
- (e) use any Documentation in support of the Permitted Purpose.

- 1.3 You shall use this Software only for the purposes of training yourself (if you are a consumer user) and/or your employees (if you are a business) in the use of Brokk remote controlled demolition machinery, and using only input devices purchased from Brokk and listed in Clause 3.4, and subject to the restrictions and obligations set out within this Licence (the "**Permitted Purpose**").

- 1.4 The Software is for use only with the following Brokk input devices:

- (a) Brokk Control Unit ("**BCU**") – Version 1.0.

- 1.5 You shall use your best efforts to protect the Software and Documentation (as amended), and any part thereof, from unauthorised use, duplication reproduction, publication, disclosure and distribution. Loss (e.g. theft) of the Software (e.g. through loss of a computer system containing the Software, or loss of the CD-ROM or DVD containing the Software) or suspicion of an act of software piracy shall be notified to the Licensor within 72 hours of you becoming aware of such loss in accordance with Clause 11.

- 1.6 You shall be responsible for the actions of all persons authorised by you to use the Software (as amended) under the provisions of this Licence.
- 1.7 At no time shall the right or title to all or any part of the Software or Documentation (as amended) pass to you.
- 1.8 This Licence is for the version of the Software set out in Clause 3.3.1 only, and does not entitle you to a licence to any future updates and/or versions of the Software, except as set out in Clause 3.2 (d).
- 1.9 This Licence grants you use of the executable of the Software only and does not entitle you to access to, use of or otherwise to any source code, CAD models, design documents, mathematical formulations and algorithms, kinematic equations or otherwise.
- 1.10 This Licence excludes the provision of any support services and the like associated with the Software or the Documentation by the Licensor. Any requests for support should be directed towards the vendor from whom you purchased the Software.

2. RESTRICTIONS

- 2.1 Except as expressly set out in this Licence, you undertake:
 - (a) not to copy the Software or Documentation except where such copying is incidental to normal use of the Software or where it is necessary for the purpose of back-up or operational security;
 - (b) not to sell, rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software or Documentation;
 - (c) not to make alterations to, or modifications of, the whole or any part of the Software nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;
 - (d) not to disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such things except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Software with another software program, and provided that the information obtained by you during such activities:
 - (i) is used only for the purpose of achieving inter-operability of the Software with another software program;
 - (ii) is not disclosed or communicated without the Licensor's prior written consent to any third party to whom it is not necessary to disclose or communicate it; and
 - (iii) is not used to create any software which is substantially similar to the Software;
 - (e) to keep all copies of the Software and Documentation secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software;
 - (f) to supervise and control use of the Software and ensure that the Software is used by your employees and representatives in accordance with the terms of this Licence;

- (g) to include our copyright notice on all entire and partial copies of the Software and Documentation in any form, and not to modify or remove any copyright or proprietary notices on any Software or Documentation;
- (h) not to provide, or otherwise make available, the Software in any form, in whole or in part (including, but not limited to, program listings, object and source program listings, object code and source code) to any person other than your employees without prior written consent from us;
- (i) not to use the Software via any communications network or by means of remote access;
- (j) not to export or re-export the Software or Documentation without the prior written consent of the Licensee; and
- (k) not to use the Software or Documentation, as a whole or in part, or any variation of the Software or Documentation for the purposes of terrorism, the development, design, manufacture, or production of nuclear, missile, or chemical or biological weapons, or other like matters.

2.2 You undertake not to use the Software or Documentation in contravention of any applicable laws.

3. INTELLECTUAL PROPERTY RIGHTS

- 3.1 You acknowledge that all Intellectual Property Rights in the Software and the Documentation throughout the world belong to us, that rights in the Software are licensed (not sold) to you, and that you have no rights in, or to, the Software or the Documentation other than the right to use them in accordance with the terms of this Licence.
- 3.2 The rights in any change, amendment, modification, upgrade or development to the Software or the Documentation, howsoever created, shall automatically vest in the Licensor, and you shall have no rights in any such change, amendment, modification, upgrade or development.
- 3.3 You acknowledge that you have no right to have access to the Software in source code form, CAD models, design documents, mathematical formulations and algorithms, kinematic equations, in unlocked coding, with comments or otherwise.
- 3.4 The integrity of this Software is protected by security measures so that the Intellectual Property Rights, including copyright, in the Software are not misappropriated or compromised, and such security measures include the use of dongles to provide access to, and use of, the Software. You must not attempt in any way to remove or circumvent any such security measures, nor to apply, manufacture for sale, hire, import, distribute, sell, nor let, offer, advertise or expose for sale or hire, nor have in your possession for private or commercial purposes, any means whose sole intended purpose is to facilitate the unauthorised removal or circumvention of such security measures.
- 3.5 For the purpose of this Clause 5 Intellectual Property Rights includes, but is not limited to patents, inventions, knowhow, trade secrets and other confidential information, registered designs, copyrights, database rights, design rights, rights affording equivalent protection to copyright, database rights and design rights, semiconductor topography rights, trade marks, service marks, logos, domain names, business names, trade names, moral rights, and all registrations or applications to register any of the aforesaid items, rights in the nature of any of the aforesaid items in any country or jurisdiction, rights in the nature of unfair competition rights and rights to sue for passingoff.

- 3.6 If at any time an allegation arises against the Licensor by you or a third party concerning the infringement of Intellectual Property Rights, the Licensor may, at its own expense and sole option:
- (a) procure for the Licensee the right to continue using the relevant Software and Documentation;
 - (b) replace or modify the Software and/or the Documentation to make them non-infringing without substantially affecting the performance of the same Software; or
 - (c) take such action as the Licensor shall reasonably deem appropriate to avoid or settle any such infringement or alleged infringement.
- 3.7 If the Licensor has availed itself of its rights to modify the item(s) or to supply substitute item(s) under Clause 5.6 (b) or to procure a licence in accordance with Clause 5.6 (a) and such exercise of the said rights has avoided any claim, demand or action for infringement or alleged infringement, or if the Licensor has otherwise avoided or settled the claim, demand or action for infringement or alleged infringement in accordance with Clause 5.6 (c) then the Licensor shall have no further liability thereafter under this Clause 5 in respect of the said claim, demand or action.

4. LIMITED WARRANTY

- 4.1 The Licensor warrants that it has used, and will continue to use, its reasonable endeavours and has utilised, and will continue to utilise, a reasonable standard of skill, care and diligence to provide the Software on the basis that:
- (a) the CD-ROM or DVD, or Download, on which the Software is stored and distributed is (at the time it is supplied) free from defects in design, material and workmanship under normal use in pursuance of the Permitted Purpose; and
 - (b) the Software will, when properly used and on an operating system for which it was designed, perform substantially in accordance with the functions described in the Documentation,
- however, the Licensor does not make any promises or warranties about the Software or Documentation and in particular does not warrant that:
- (c) your use of the Software will be uninterrupted or error-free; or
 - (d) the Software will be free from loss, corruption, attack, viruses, interference, hacking, or other security intrusion which shall be events of Force Majeure.
- 4.2 The Licensor does not warrant that the Software or Documentation is free from any defect or fault, and this Licence excludes the provision of any warranty to this effect. If, within 12 (twelve) calendar months of the Commencement Date, you reasonably believe that there is a defect or fault in the Software as a result of which it fails to perform substantially in accordance with the Documentation, you must direct your concerns towards the vendor from whom you purchased the Software who may respond to your concern as they see fit at their sole discretion.
- 4.3 The provisions of Clause 6.2 do not apply:
- (a) if the defect or fault in the Software results from you having amended the Software; or
 - (b) if the defect or fault in the Software results from you having used the Software in contravention of the terms of this Licence.

- 4.4 If you are a consumer, the provisions of Clause 6.3 are in addition to your legal rights in relation to Software that is faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.
- 4.5 The Licensor warrants that it has used its reasonable endeavours to ensure that the Software is free from viruses, malware and like malicious programmes ("**Viruses**"), however the Licensor makes no warranty that the Software is free from Viruses. Installation and use of the Software is done so at your own risk.
- 4.6 The Licensee acknowledges that it has all responsibility for selecting the Software to meet its requirements. The Licensor does not warrant that the Software will be suitable for such requirements, fit for purpose, nor that any use will be uninterrupted or free of minor defects.
- 4.7 Except as expressly stated in this Agreement, all warranties and conditions concerning the supply or purported supply of, or failure or delay in supplying, the Software or Documentation whether express or implied by statute, common law or otherwise (including but not limited to the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or as to the use of reasonable care and skill) are hereby excluded to the extent permitted by law.

5. LIMITATION OF LIABILITY IF YOU ARE A BUSINESS USER

- 5.1 You acknowledge that the Software has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Software as described in the Documentation meet your requirements.
- 5.2 If you are a business customer, we only supply the Software and Documentation for internal use by your business, and you agree not to use the Software or Documentation for any re-sale purposes.
- 5.3 We accept no responsibility for your use of the Software or the Documentation, which you do so at your own risk and expense.
- 5.4 Notwithstanding anything to the contrary within the Licence, we shall not under any circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Licence for any indirect or consequential loss or damage, howsoever caused. For the purposes of this clause, indirect or consequential loss or damage shall include, but not be limited to:
 - (a) loss of profits, sales, business, contracts or revenue;
 - (b) business interruption;
 - (c) loss of anticipated savings;
 - (d) loss or corruption of data or information; or
 - (e) loss of business opportunity, goodwill or reputation; or
 - (f) other like risks.
- 5.5 Subject to Clause 7.8, the you and we agree that our maximum aggregate liability under or in connection with this Licence whether in contract, tort (including negligence), by way of indemnity or otherwise, shall in all circumstances be limited to a sum equal to £50,000.00 (fifty thousand British Pounds Sterling).

- 5.6 The Licensor shall have no liability for any claim resulting from:
- (a) any information, design, specification, instruction, software, data or material not furnished by the Licensor;
 - (b) use of the Software in combination with any other software, or in combination with any hardware other than that provided by Brokk and pursuant to the Permitted Purpose; or
 - (c) use of the Software other than as directed or approved by the Licensor in writing or otherwise in any manner not permitted by this Licence.
- 5.7 The Licensor shall have no liability for any claim where:
- (a) there is no breach of a legal duty of care owed to you by the Licensor; or
 - (b) it is not a reasonably foreseeable result of any such breach.
- 5.8 Nothing in this Licence shall limit or exclude our liability for:
- (a) death or personal injury resulting from our negligence;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) any other liability that cannot be excluded or limited by law.
- 5.9 This Licence sets out the full extent of our obligations and liabilities in respect of the supply of the Software and Documentation. Except as expressly stated in this Licence, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Software and Documentation which might otherwise be implied into, or incorporated in, this Licence whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

6. LIMITATION OF LIABILITY IF YOU ARE A CONSUMER USER

- 6.1 You acknowledge that the Software has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Software as described in the Documentation meet your requirements.
- 6.2 If you are a consumer, we only supply the Software and Documentation for domestic and private use. You agree not to use the Software and Documentation for any commercial, business or re-sale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, loss of business opportunity or other like risks and losses or as otherwise set out under Clause 8.4.
- 6.3 We accept no responsibility for your use of the Software or the Documentation, which you do so at your own risk and expense.
- 6.4 Notwithstanding anything to the contrary within the Licence, we shall not under any circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Licence for any indirect or consequential loss or damage, howsoever caused. For the purposes of this clause, indirect or consequential loss or damage shall include, but not be limited to:
- (a) loss of profits, sales, business, contracts or revenue;
 - (b) business interruption;

- (c) loss of anticipated savings;
- (d) loss or corruption of data or information; or
- (e) loss of business opportunity, goodwill or reputation; or
- (f) other like risks.

- 6.5 We are only responsible for loss or damage you suffer that is a foreseeable result of our breach of this Licence or our negligence up to the amount specified in Clause 8.6, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we granted you the Licence.
- 6.6 Subject to Clause 8.7, you and we agree that our maximum aggregate liability under or in connection with this Licence whether in contract, tort (including negligence), by way of indemnity or otherwise, shall in all circumstances be limited to a sum equal to £50,000.00 (fifty thousand British Pounds Sterling).
- 6.7 Nothing in this Licence shall limit or exclude our liability for:
- (a) death or personal injury resulting from our negligence;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) any other liability that cannot be excluded or limited by law.

7. TERMINATION

- 7.1 We may, without prejudice to any other right or remedy hereunder, terminate this Licence immediately by written notice to you:
- (a) if you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 (fourteen) calendar days after the service of written notice requiring you to do so;
 - (b) if you are a business, you commence to be wound up (otherwise than for the purposes of reconstruction or amalgamation), carry on business under a receiver for the benefit of creditors, enter into any scheme or arrangement with any or all of your creditors, or if such conditions exist as are substantially equivalent in effect to any of the foregoing; or
 - (c) if any required import or export licence(s) or other necessary permission relating to the Software is refused or withdrawn.
- 7.2 Upon termination for any reason:
- (a) all rights granted to you under this Licence shall cease;
 - (b) you must cease all activities authorised by this Licence;
 - (c) you must immediately delete or remove the Software from all computer equipment in your possession and immediately destroy or return to us (at our option) all copies of the Software then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.
- 7.3 The provisions of Clauses 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 14 shall survive the expiry or termination of this Licence for any cause.

8. FORCE MAJEURE

- 8.1 The Licensor shall not be deemed to be in breach of this Licence, or otherwise be liable to you, by reason of any delay in performance or non-performance of any of its obligations under this Licence to the extent that any such delay or non-performance is due to an event of Force Majeure.

9. COMMUNICATIONS

- 9.1 If you wish to contact us in writing, or if any clause in this Licence requires you to give us notice in writing, you can send this to us by pre-paid post to:

Commercial Manager,
5th Floor, Chadwick House,
Warrington Road,
Birchwood Park,
Warrington,
WA3 6AE,
UNITED KINGDOM

Please quote "Brokk Simulator Licence" as the reference to any correspondence.

- 9.2 All correspondence and notices must be in the English language. You must include your name, postal address, email address and telephone number in any correspondence or notices that you send to us.
- 9.3 If we have to contact you or give you notice in writing, you acknowledge and agree that we may seek to obtain your contact details from the vendor from whom you purchased the Software, and that serving notice to such details as provided shall constitute service and delivery of such notice.
- 9.4 In relation to any personal data which may be obtained and held about you, as applicable, the Licensor undertakes to comply with the Data Protection Act 1998 and shall procure that its employees, agents and subcontractors shall observe the provisions of the Data Protection Act 1998 (as applicable) or any amendments and re-enactments thereof.
- 9.5 Any notice given by you to us, or by us to you, will be deemed received and properly served immediately 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

10. PUBLICITY

- 10.1 Should you make any positive public statements concerning the Software, use of the Software, results gained from us of the Software, or otherwise connected to the Software, you must acknowledge and credit the Licensor as the creator and proprietor of the Software.

- 10.2 You must not make any negative public statement which could be reasonably be deemed to be harmful or detrimental to the Licensor or its reputation or brand, including the reputation and brand of the Software. Without prejudice to any other rights and remedies we may have, we shall be entitled to the granting of equitable relief (including without limitation injunctive relief) concerning any threatened or actual breach of any of this Clause 12.2.

11. SAFETY

- 11.1 The Licensor recommends that to avoid muscle, joint, or eye strain during your use of the Software, you should always take frequent breaks, and take a longer rest if you experience any soreness, fatigue, or discomfort.
- 11.2 The Licensor does not recommend use of the Software by those persons under 12 (twelve) years of age.

12. GENERAL TERMS

- 12.1 We may transfer our rights and obligations under this Licence as we see fit at our sole discretion. You may only transfer your rights or your obligations under this Licence to another person if we grant our prior consent in writing, and you must not assign, mortgage, charge or part with any of its rights or obligations under this Licence without previously obtaining our prior written consent.
- 12.2 This Licence constitutes the entire agreement between you and us in respect of the subject matter of this Licence and supersedes and replaces any and all former warranties, representations, undertakings, understandings and agreements relating to such subject matter. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in this Licence.
- 12.3 The Licensor and you shall at all times remain as independent parties, and nothing in this Licence is intended to create any partnership, joint venture, agency agreement or otherwise between you and us.
- 12.4 Any variation to this Licence will only be valid if agreed by us in writing.
- 12.5 Notwithstanding Clause 14.4, we reserve the right to amend the terms of this Licence at our discretion from time to time, including imposing new or additional terms or conditions on your use of the Software. Such amendments and additional terms and conditions will be communicated to you and, if accepted, will be effective immediately and will be incorporated into this Licence. In the event that you refuse to accept such changes, we will have the right to terminate this Licence.
- 12.6 If we fail to insist that you perform any of your obligations under this Licence, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive our rights against you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 12.7 A person who is not party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

- 12.8 Each of the clauses of this Licence operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect.
- 12.9 This Licence, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.