

Blue Lucy Media Ltd.

**End User Licence Agreement:
Software Products**

END USER LICENCE AGREEMENT

APPENDIX 1 TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1. The capitalised terms in the Schedule shall have the meaning set out therein and, unless specified otherwise, the capitalised terms below will have the meanings set out below:

- (a) **“Accepted”** has the meaning given in Clause 3.9;
- (b) **“Acceptance Testing”** has the meaning given in Clause 3.3;
- (c) **“Affected Party”** has the meaning in Clause 13.1;
- (d) **“Delivery”** has the meaning given in Clause 3.2;
- (e) **“Due Date”** has the meaning given in Clause 5.2;
- (f) **“Invoice”** means an invoice issued by BLM for payment by the Customer in accordance with this Agreement;
- (g) **“Insolvency Event”** the occurrence of any of the following events or circumstances (or any analogous event or circumstance in a jurisdiction other than England and Wales) in relation to the relevant entity: (i) being deemed unable to pay its debts as defined in section 123 Insolvency Act 1986 without any requirement to prove any matter stated in that section to a court, (ii) proposing a voluntary arrangement; (iii) steps being taken for a receiver, administrator or manager to be appointed over the whole or a material part of its business or assets; (iv) an order being made, a resolution passed or other steps being taken for its winding-up (except for the purposes of a bona fide solvent reorganisation), bankruptcy or dissolution; (v) otherwise proposing or entering into any composition or arrangement with its creditors or any class of them; or (vi) ceasing to carry on business or claiming the benefit of any statutory moratorium;

- (h) **“Intellectual Property Rights”** shall mean patents, rights in design, trademarks, logo, rights in trading, business or domain names and e-mail addresses, copyrights (including any such rights in typographical arrangements, web sites or software) rights in inventions, know-how, trade secrets and similar confidential information, rights in databases and all other intellectual property rights of a similar or corresponding character which subsist now or in the future in any part of the world whether registered or not and any applications to register or rights to apply for registration of any of the foregoing in all parts of the world;
- (i) **“IP Claim”** has the meaning given in clause 7.5;
- (j) **“Late Payment Notice”** means a notice served by BLM on the Customer following a failure by the Customer to pay an Invoice by the Due Date;
- (k) **“Licence Period”** means the duration of the Licence per item of Software as defined and set out in the Schedule;
- (l) **“Licenced User”** means a user of the Software as designated by the Customer and specified in the Schedule;
- (m) **“Location”** means the Customer’s premises or other specified locations as set out in the Schedule;
- (n) **“Maintenance Release”** means a release of the Software that corrects faults, adds functionality or otherwise amends or upgrades the Software, but which does not constitute a New Version.
- (o) **“New Version”** means any new version of the Software which from time to time is publicly marketed and offered for purchase by BLM in the course of its normal business, being a version which contains such significant differences from the previous versions as to be generally accepted in the

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- marketplace as constituting a new product;
- description, definition, phrase or term preceding those terms.
- (p) **“Open-Source Software”** means open-source software as defined by the Open Source Initiative (<http://opensource.org>) or the Free Software Foundation (<http://www.fsf.org>);
- (q) **“Payment Plan”** means the schedule of dates for invoices to be issued for payment as set out in the Schedule;
- (r) **“Test Data”** has the meaning given in Clause 3.3; and
- (s) **“Test Results”** has the meaning given in Clause 3.3.
- (t) **“Third-Party Additional Terms”** if applicable, means the additional terms and conditions set out in the Annex to the Terms and Conditions relating to Third-Party Software; and
- (u) **“Third-Party Software”** if applicable means the third-party software identified in the Annex to the Terms and Conditions.
- 1.2. Clause, Schedule and paragraph headings shall not affect the interpretation of this A.
- 1.3. Unless the context otherwise requires:
- (a) words in the singular shall include the plural and in the plural shall include the singular;
- (b) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- (c) a reference to one gender shall include a reference to the other genders; and
- (d) any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words,
- 1.4. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
- 1.5. References to Clauses, Schedules, Appendices and Annexes are to the clauses, schedules, appendices and annexes of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.6. The Schedules and Annexes form part of this Agreement and shall have effect as if set out in full in the body of this Agreement.
- 1.7. Except where the Schedule expressly states (by reference to a specific clause in the Terms and Conditions) that a Clause will be superseded, in the event of any inconsistency or conflict between the Schedule and the Terms and Conditions, the Terms and Conditions shall prevail.
2. **COMMENCEMENT AND TERM**
- 2.1. This Agreement shall come into force on the Effective Date and shall continue for the duration of the Licence Period, unless terminated earlier in accordance with Clause 8.
3. **DELIVERY AND ACCEPTANCE**
- 3.1. If and to the extent that this Agreement is not accompanied by a separate Project Agreement or Statement of Work (or both as the case may be), the following provisions of this Clause 3 shall apply to the delivery of the Software.
- 3.2. BLM shall deliver and install one copy of the Software at the Location (**“Delivery”**). Risk in any tangible media on which the Software is delivered shall pass on Delivery.
- 3.3. Where specified by BLM, within 24 hours of installation, the Customer shall supply data as specified by BLM (**“Test Data”**) to test whether the Software operates in accordance with the Specification (**“Acceptance Testing”**) together with the results (**“Test Results”**) it reasonably expects to be achieved by processing the Test Data using the Software.

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| <p>3.4. Within an agreed period (if not agreed, within seven days') after receipt of the relevant Test Data and Test Results, BLM shall carry out Acceptance Testing in the presence of the Customer.</p> <p>3.5. If the initial Acceptance Testing fails, BLM shall, within an agreed period (if not agreed, within seven days') after completing the Acceptance Testing, and, at its cost, correct the errors so disclosed and repeat the Acceptance Testing in the presence of the Customer.</p> <p>3.6. If the subsequent Acceptance Testing fails, the Customer may terminate this Agreement by written notice, or require BLM to repeat the actions described in clause 3.4 and clause 3.5 as often as the Customer wishes (subject to the limitation specified in Clause 3.8 below).</p> <p>3.7. If notice is served by the Customer to terminate this Agreement, BLM shall, within seven days of receipt of that notice, refund any Licence Fees paid as at the date of the termination notice, and on receipt of that refund this Agreement shall terminate.</p> <p>3.8. If subsequent Acceptance Testing continues to fail, the Customer shall continue to have the same rights as described above until failure of three consecutive Acceptance Tests of the same Software, or (if earlier) the date on which BLM reasonably determines that further Acceptance Testing will not be successful within a reasonable period, whereupon the Customer shall serve notice to terminate in accordance with Clause 3.7.</p> <p>3.9. The Software shall be deemed to have been accepted by the Customer ("Accepted") if:</p> <ul style="list-style-type: none"> (a) the Acceptance Testing is certified by BLM to be successful; (b) the Customer fails to provide the Test Data and Test Results within either of the time limits set out in clause 3.3 and clause 3.4; or (c) the Customer commences operational use of the Software. | <p>4. LICENCE</p> <p>4.1. In consideration of the Licence Fee paid by the Customer to BLM, BLM grants to the Customer a non-exclusive, non-transferable licence for the Licence Period (or Licence Periods as applicable) to use the Software at the Location(s).</p> <p>4.2. In relation to scope of use:</p> <ul style="list-style-type: none"> (a) for the purposes of clause 4.1 use of the Software shall be restricted to use of the Software in object code form for the normal business purposes of the Customer (which shall not include allowing the use of the Software by, or for the benefit of, any person other than an employee of the Customer); (b) for the purposes of Clause 4.1 "use of the Software" means loading the Software into temporary memory or permanent storage on the relevant computer, provided that installation on a network server for distribution to other computers is not "use" if the Software is licensed under this Agreement for use on each computer to which the Software is distributed; (c) the Customer may not use the Software other than as specified in Clause 4.1 and Clause 4.2(a) without the prior written consent of BLM, and the Customer acknowledges that additional fees may be payable on any change of use approved by BLM; (d) the Customer may make a backup copy of the Software as may be necessary for its lawful use, as set out in the Schedule; (e) except as expressly stated in this Clause 4, the Customer has no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Software in whole or in part except to the extent that any reduction of the Software to human readable form (whether by reverse engineering, decompilation or disassembly) is necessary for the purposes of |
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- integrating the operation of the Software with the operation of other software or systems used by the Customer, unless BLM is prepared to carry out such action at a reasonable commercial fee or has provided the information necessary to achieve such integration within a reasonable period, and the Customer shall request BLM to carry out such action or to provide such information before undertaking any such reduction. The Customer may not use any such information provided by BLM or obtained by the Customer during any such reduction permitted under this Clause 4.2(e)) to create any software whose expression is substantially similar to that of the Software nor use such information in any manner which would be restricted by any copyright subsisting in it.
- 4.3. The Customer shall not:
- (a) share a copy of the Software or disclose any of BLM's Intellectual Property with any third party; or
 - (b) sub-license, assign or novate the benefit or burden of this Agreement in whole or in part,
- in each instance, without the prior written consent of BLM.
- 4.4. The Customer shall:
- (a) ensure that the number of persons using the Software does not exceed the number specified in the Schedule (as applicable);
 - (b) ensure that the Software is installed on designated equipment only;
 - (c) keep a complete and accurate record of the Customer's copying and disclosure of the Software and its users, and produce such record to BLM on request from time to time; and
 - (d) notify BLM as soon as it becomes aware of any unauthorized use of the Software by any person.
- 4.5. The Customer shall permit BLM to inspect and have access to any premises (and to the computer equipment located there) at or on which the Software is being kept or used, and have access to any records kept in connection with this Agreement, for the purposes of ensuring that the Customer is complying with the terms of this Agreement, provided that BLM provides reasonable advance notice to the Customer of such inspections, which shall take place at reasonable times.
- 4.6. In consideration of the payment of the Maintenance Fees, BLM shall use all reasonable endeavours to supply the Maintenance Services as reasonably requested by the Customer from time to time in accordance with the selected suite of Maintenance Services.
- 4.7. Unless included within the selected Maintenance Plan, access to a New Version will be subject to payment by the Customer of a separate Licence Fee.
5. **PAYMENT**
- 5.1. The Customer shall confirm the following in respect of each invoice:
- (a) Customer name to appear on the invoice;
 - (b) Email address and/or postal address to issue invoices;
 - (c) Billing Contact: Name, Contact number (Mobile/Landline) and email; and
 - (d) PO Number to appear on invoice (if applicable).
- 5.2. The Customer shall make payments on or before the date that is 30 days' after the date of invoice ("**Due Date**").
- 5.3. All sums payable under this Agreement are exclusive of VAT or any relevant local sales taxes, which shall be charged in accordance with the relevant local regulations in force at the time of making the relevant taxable supply

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and shall be payable by the Customer after receipt of a valid VAT invoice.

- 5.4. BLM shall be entitled to charge interest in respect of any amounts which are overdue at a rate per annum of four per cent (4%), such interest to be calculated on a daily basis from the due date until the date payment is made in full.

6. WARRANTIES

6.1. Each party warrants, represents and undertakes that:

- (a) it has full capacity and authority to enter into and to perform this Agreement; and
- (b) this Agreement is executed by a duly authorised representative of that party.

6.2. BLM warrants that:

- (a) the Software will conform in all material respects to the Specification for a period of 90 days from the date of Delivery of the Software ("**Warranty Period**");
- (b) the Software and the media on which the Software is delivered are free from viruses and other malicious code;
- (c) it has not included or used any Open-Source Software or any libraries or code licensed from time to time under the General Public Licence (as those terms are defined by the Open Source Initiative or the Free Software Foundation) or anything similar in, or in the development of, the Software, nor does the Software operate in such a way that it is compiled with or linked to any of the foregoing.

6.3. If, within the Warranty Period, the Customer notifies BLM in writing of any defect or fault in the Software in consequence of which it fails to conform in all material respects to the Specification, and such defect or fault does not result from the Customer, or anyone acting with the authority of the Customer, having

amended the Software or used it outside the terms of this Agreement for a purpose or in a context other than the purpose or context for which it was designed or in combination with any other software not provided by BLM, or it has not been loaded onto BLM-specified or suitably configured equipment, BLM shall, at BLM's option, do one of the following:

- (a) repair the Software;
- (b) replace the Software; or
- (c) terminate this Agreement immediately by notice in writing to the Customer and refund any of the Licence Fee paid by the Customer as at the date of termination (less a reasonable sum in respect of the Customer's use of the Software to the date of termination) on return of the Software and all copies thereof,

provided the Customer provides all the information that may be necessary to assist BLM in resolving the defect or fault, including a documented example of any defect or fault, or sufficient information to enable BLM to re-create the defect or fault.

6.4. BLM does not warrant that the use of the Software will be uninterrupted or error-free.

6.5. All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this Agreement or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

7. INTELLECTUAL PROPERTY RIGHTS

7.1. Intellectual Property Rights existing prior to the Effective Date of this Agreement shall belong to the party that owned such rights immediately prior to such date ("**Existing IPRs**").

7.2. The Customer hereby grants to BLM a non-exclusive, non-transferable, world-wide, royalty-free licence to use the Customer's Existing IPRs to the extent necessary for BLM to

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perform its obligations. and warrants, represents and undertakes that BLM's use and possession of materials provided to it by the Customer in respect of this Agreement ("**Customer Materials**") will not infringe the Intellectual Property Rights of any third party.

7.3. The Customer shall indemnify and hold harmless BLM on written demand, within the time frame specified in such demand, in respect of any and all losses incurred by, or awarded against, BLM in connection with any claim or action against BLM by any third party: that:

- (a) that the use or possession of any of the Customer Materials infringes the Intellectual Property Rights or any other rights of that third party; or
- (b) where the Customer use of the Software is in breach of this Agreement and such use directly or indirectly causes the relevant third party claim.

7.4. The Customer acknowledges that all Intellectual Property Rights in the Software and any Maintenance Releases belong and shall belong to BLM and the Customer shall have no rights in or to the Software other than the right to use it in accordance with the terms of this Agreement.

7.5. BLM undertakes at its own expense to indemnify and defend the Customer or, at its option, settle any claim or action brought against the Customer alleging that the possession or use of the Software (or any part thereof) in accordance with the terms of this Agreement infringes the UK Intellectual Property Rights of a third party ("**IP Claim**") and shall be responsible for any reasonable losses, damages, costs (including legal fees) and expenses incurred by or awarded against the Customer as a result of or in connection with any such IP Claim.

7.6. Clause 7.5 shall not apply where the IP Claim in question is attributable to possession or use of the Software (or any part thereof) by the Customer other than in accordance with the terms of this Agreement, use of the Software in combination with any hardware or software not supplied or specified by BLM if the infringement would have been avoided by the

use of the Software not so combined, or use of a non-current release of the Software.

7.7. If any third party makes a IP Claim, or notifies an intention to make a Claim against the Customer, BLM's obligations under Clause 7.5 are conditional on the Customer:

- (a) as soon as reasonably practicable, giving written notice of the Claim to BLM, specifying the nature of the Claim in reasonable detail;
- (b) not making any admission of liability, agreement or compromise in relation to the IP Claim without the prior written consent of BLM (such consent not to be unreasonably conditioned, withheld or delayed);
- (c) giving BLM and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Customer, so as to enable BLM and its professional advisers to examine them and to take copies (at BLM's expense) for the purpose of assessing the IP Claim; and
- (d) subject to BLM providing security to the Customer to the Customer's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, taking such action as BLM may reasonably request to avoid, dispute, compromise or defend the IP Claim.

7.8. If any IP Claim is made, or in BLM's reasonable opinion is likely to be made, against the Customer, BLM may at its sole option and expense:

- (a) procure for the Customer the right to continue to use the Software (or any part thereof) in accordance with the terms of this Agreement;

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- (b) modify the Software so that it ceases to be infringing;
 - (c) replace the Software with non-infringing software; or
 - (d) terminate this Agreement immediately by notice in writing to the Customer and refund any of the Fee paid by the Customer as at the date of termination (less a reasonable sum in respect of the Customer's use of the Software to the date of termination) on return of the Software and all copies thereof.
- 7.9. Notwithstanding any other provision in this Agreement, Clause 7.5 shall not apply to the extent that any claim or action referred to in that Clause arises directly or indirectly through the possession or use of any Third-Party Software or through the breach of any Third-Party Additional Terms by the Customer.
- 7.10. This Clause 7 constitutes the Customer's exclusive remedy and BLM's only liability in respect of IP Claims.
- 8. TERMINATION**
- 8.1. Either party may terminate this Agreement immediately by written notice to the other party, if the other party:
- (a) is in material breach of this Agreement and such breach is incapable of remedy or (if remediable) the other party fails to remedy that breach within 30 days of written notice to do so; or
 - (b) suffers an Insolvency Event.
- 8.2. BLM may terminate this Agreement immediately by written notice to the Customer, if the Customer does one or more of the following:
- (a) fails to make payment against an Invoice by the date set out in the Late Payment Notice;
 - (b) is in breach of any one or more of the following:
 - (a) Clause 4.2(c);
 - (b) Clause 4.2 (e); or
 - (c) Clause 4.3.
- 8.3. The Customer may terminate this Agreement in accordance with one or more of the following:
- (a) Clause 3.6;
 - (b) Clause 3.7; or
 - (c) Clause 3.8.
- 9. CONSEQUENCES OF TERMINATION**
- 9.1. Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.
- 9.2. If the Customer terminates pursuant to Clause 8.1, the provisions of Clause 12 shall apply.
- 9.3. If BLM terminates pursuant to Clause 8.1 or 8.2, the Customer's right to use the Software shall terminate and the Customer shall permit BLM such access as may be reasonably required to retrieve the Software from the Customer.
- 10. LIABILITY**
- 10.1. Save in the case of:
- (a) the indemnity at Clauses 7.3 and 7.5;
 - (b) death or personal injury resulting from either party's own negligence or that of its employees, agents or contractors whilst acting in the course of their employment; and
 - (c) fraud and other sources of liability that cannot be excluded by law,
- the liability of each party to the other in contract, tort (including negligence or breach of statutory duty, misrepresentation or

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otherwise) or under any other cause of action or otherwise arising by reason of or in connection with any this Agreement shall be limited to one hundred per cent (100%) of the total Licence Fee paid or payable under this Agreement.

- 10.2. Neither Party shall be liable (whether in contract, tort (including negligence) or otherwise) for any indirect, incidental, punitive or consequential loss, damage, cost or expense of any kind whatsoever and howsoever caused.

11. CONFIDENTIALITY

- 11.1. The parties agree that all confidential information relating to this Agreement or the business or other affairs of either party that is disclosed by one party to the other, or becomes known to the other party pursuant to this Agreement, shall be treated in the strictest confidence and shall not be disclosed to any person whatsoever (save to the extent required by law or by the rules and requirements of any regulatory body), or used by the receiving party in any way other than to the extent required for its performance under this Agreement, without the prior written consent of the other party.

- 11.2. The provisions of Clause 11.1 do not apply to any information that is publicly available at the time of disclosure unless disclosed through breach of this undertaking.

- 11.3. No party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

12. ESCROW

- 12.1. If required pursuant to a Statement of Work or on request by the Customer, the parties shall, at the Customer's expense, enter into an escrow agreement in respect of the Software with the National Computing Centre ("**NCC**") in the form of its then current Development Escrow Agreement (the "**Escrow Agreement**")

to enable the Customer to have access to the Source Code and any related documentation on the occurrence of any Release Event. The Customer shall meet the release fees, if any, payable on occurrence of a Release Event.

- 12.2. The parties shall comply with their respective obligations under the Escrow Agreement and BLM shall ensure that the Source Code and any related documentation deposited with the NCC is kept up-to-date at all times and for the avoidance of doubt shall include the source code for any modifications made available to or acquired by the Customer under any Statement of Work. BLM shall notify the Customer of all deposits with the NCC of Source Code and related documentation.

- 12.3. A "**Release Event**" shall mean any of the following:

- (a) BLM being the subject of an Insolvency Event;
- (b) BLM ceasing to carry on business; or
- (c) termination by the NCC of the Escrow Agreement, if such termination is occasioned by any breach or default by BLM of its obligations under the Escrow Agreement.

13. FORCE MAJEURE

- 13.1. Neither party ("**Affected Party**") shall be liable to the other party for any delay or non-performance of its obligations under this Agreement arising from:

- (a) any cause or causes beyond its reasonable control including (without limitation), any act of God, governmental act, act of terrorism, war, fire, flood, explosion, civil commotion, strike, failure of telecommunications networks or satellites, disease or adverse weather; or
- (b) any failure by such other party to perform its obligations under this Agreement,

and the performance of the Affected Party's obligations, to the extent affected by the delay,

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shall be suspended during the period that the cause persists.

13.2. In such circumstances, the Affected Party shall be entitled to a reasonable extension of the time for performing such obligations.

13.3. If the period of delay or non-performance continues for 90 days, the party not affected may terminate this Agreement by giving 30 written notice to the Affected Party.

13.4. If the Affected Party is BLM then the parties shall meet to discuss in good faith the removal of the Software from the Location, subject to agreeing to a period for the continued use of the Software for a period to enable the Customer to transition to a new solution as required.

14. EXPORT

14.1. Neither party shall export, directly or indirectly, any technical data acquired from the other party under this agreement (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations (“**Export Control Laws**”), including United States export laws and regulations, to any country for which the government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.

14.2. Each party undertakes:

(a) contractually to oblige any third party to whom it discloses or transfers any such data or products to make an undertaking to it in similar terms to the one set out above; and

(b) if requested, to provide the other party with any reasonable assistance, at the reasonable cost of the other party, to enable it to perform any activity required by any competent government or agency in any relevant jurisdiction for the purpose of compliance with any Export Control Laws.

15. ENTIRE AGREEMENT

15.1. This Agreement, the schedules and the documents annexed as appendices to this Agreement or otherwise referred to herein contain the whole agreement between the parties relating to the subject matter hereof and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter.

15.2. Each party acknowledges that, in entering into this Agreement, it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to this Agreement or not) (“**Representation**”) other than as expressly set out in this Agreement [or those documents].

15.3. Each party agrees that the only rights and remedies available to it arising out of or in connection with a Representation shall be for breach of contract [as expressly provided in this Agreement].

15.4. Nothing in this Clause 15 shall limit or exclude any liability for fraud.

16. VARIATION

16.1. No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

17. THIRD-PARTY RIGHTS

17.1. A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

18. NOTICES

18.1. Any notice or other communication given under this Agreement shall be in writing and shall be sent to the party by hand delivery or by registered courier delivery to the address set out in the Schedule or such other address of which notice has been previously given to the other party in accordance with this Clause

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(and each notice shall be effective upon receipt).

the other party may require to enjoy the full benefit of this Agreement.

19. NO PARTNERSHIP OR AGENCY

19.1. Nothing in this Agreement and no action taken by the parties under this Agreement shall constitute a partnership, association, joint venture or other co-operative entity between the parties.

19.2. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

20. SEVERANCE

20.1. If any provision of this Agreement is or becomes for any reason whatsoever invalid, illegal or unenforceable, it shall be divisible from this Agreement and shall be deemed to be deleted from it and the validity of the remaining provisions shall not be affected in any way.

21. REMEDIES AND WAIVER

21.1. The rights of each party under this Agreement:

(a) are cumulative and not exclusive of rights or remedies provided by law; and

(b) may be waived only in writing and specifically.

21.2. Delay in exercising or non-exercise of any such right is not a waiver of that right.

22. COUNTERPARTS

22.1. This Agreement may be executed in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

23. FURTHER ASSURANCE

23.1. Each party shall, immediately on request from the other, do and execute, or procure that there shall be done and executed, in a manner reasonably satisfactory to BLM, all such documents, deeds, matters, acts or things as

24. GOVERNING LAW AND JURISDICTION

24.1. This Agreement and any issues or disputes arising out of or in connection with it (whether contractual or non-contractual, such as claims in tort, breach of statute or regulation, or otherwise) shall be governed by and construed in accordance with the laws of England and Wales and subject to the exclusive jurisdiction of the Courts of England and Wales.