



TERMS & CONDITIONS

HOW WE DO
BUSINESS



Terms & conditions at a glance



We...	You...
<ul style="list-style-type: none">✓ Will grant you access to all of our training Software (as defined) for use in U.K. organisations only.✓ Will create some bespoke Software (as defined) over time but no specific deadlines will be in play and the IP will remain ours.✓ Will update the Software from time to time.✓ Will offer reasonable help in accessing the Software if required.✓ Will have a reasonable period of time to correct any errors in the training; and to suspend access to the training whilst it is updated.✓ Will not be liable for any breach of any term under this contract for sum(s) greater than those paid by you to us under this contract.✓ In the event of a conflict between this summary of obligations and the main terms & conditions which follow, the main terms & conditions shall take precedence.	<ul style="list-style-type: none">✓ Will pay us on time; and agree that we can suspend services if you don't.✓ Will not reverse engineer or otherwise copy our training; or allow, facilitate or assist someone to do this.✓ Will not use the training anything more than a guide as to relevant principles. You will not use it as a substitute for taking legal advice on specific circumstances; and agree that we will not be liable if you choose to do this or where you ignore the need to get legal advice when prompted in the training.✓ Will be responsible for ensuring all appropriate internet security measures (to include responsibility for installing high quality and adequate computer virus protection to protect against the risk of accidentally installing any third party malware or computer virus as a result of using our services).

Note...

In the event of a conflict between this summary of obligations and the main terms & conditions which follow, the main terms & conditions shall take precedence.

All training is based on the UK legal regime. It is not for use outside this jurisdiction and will not assist someone trying to apply its principles in another country.

THE DATE OF THIS LICENCE IS THAT SPECIFIED IN E-MAIL CORRESPONDENCE.

PARTIES

Lawyers Ink Limited ("We", "Us" "Our") and you as defined in the E-mail which attached these terms and conditions ("You").

BACKGROUND

We remain the entire legal and beneficial owner and licensor of certain training software products provided by Us to You but we are agreeing to license You to use the products which have been identified in our E-mail, namely the Lawyers Ink training suite.

INTERPRETATION

1. The definitions and rules of interpretation in this clause apply in this licence.
 - 1.1. **Acceptance Date:** the date on which You are deemed to have accepted the Software under clause 5.
 - 1.2. **Bespoke Software.** the software we create which is bespoke to your organisation.
 - 1.3. **E-mail:** the e-mail which attached these terms and conditions.
 - 1.4. **Fee:** the licence fee payable by You to Us under clause 18.
 - 1.5. **Free Bespoke Software:** modules modified by Us under clause 16 of this agreement.
 - 1.6. **Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.
 - 1.7. **Publicity:** the act or actions associated with publicising our products and services which may include referencing or specifying companies or organisations to whom we have provided Software or access to our training and/or materials.
 - 1.8. **Site:** the premises from which You carry out your business as stated above or as notified to Us in writing from time to time.
 - 1.9. **Software:** the computer programs provided as part of our service and any Maintenance Release which is acquired by You during the subsistence of this licence excluding any additional software designed to tailor our training to your organisation.
 - 1.10. **Specification:** the document detailing the specification of the Software as often found on our website at lawyers.ink
 - 1.11. **Required Specification:** the specification of the computers needed to run our Software as advertised on our website from time to time at lawyers.ink
 - 1.12. **Third-Party Software:** the third-party software used under our licence with Adobe (Illustrator, Photoshop, Flash, Dreamweaver, Captivate etc)
 - 1.13. **Updates:** technical updates to the Software or Bespoke Software and/or any associated printed material(s) and/or content updates.

DELIVERY, ACCEPTANCE AND INSTALLATION

2. You warrant that you will use computers of the Required Specification which have adequate anti-virus protection when accessing our e-training which shall be used by UK companies or organisations only.
3. We shall deliver passwords facilitating access to the Software electronically to you within 7 calendar days of signature or other emailed notified acceptance of the terms of this licence. Within 24 hours of accessing the Software, you will let us know whether there are any difficulties in running the Software.
4. If there are initial difficulties on first accessing the Software, we will try and remedy the situation within 14 day period. If our attempts to remedy the situation fail, you may discontinue this licence by written notice, or ask us to continue our efforts to solve the problem. If the licence is discontinued, we shall, within seven days of receipt of that notice, refund the monies paid by you under this licence, and on receipt of that refund this licence shall terminate.

5. You shall be deemed to have accepted the Software (and agreed the terms of this licence if no signature or other written confirmation is received) if: (a) you do not notify us of any technical difficulty within 24 hours of receipt of the Software; and/or (b) you commence operational use of the Software; and/or (c) your conduct otherwise indicates acceptance.

LICENCE

6. In consideration of the Fee paid by you to us, we grant to you a non-exclusive licence for an initial term of 12 calendar months commencing on and including the Acceptance Date to use the Software at the Site only, which shall renew each month thereafter unless or until termination under this contract.
7. In relation to scope of use:
 - 7.1. Our e-training is not designed for use for companies or organisations operating in other countries.
 - 7.2. For the purposes of clause 6, use of the Software shall be restricted to use of the Software in object code form in the manner specified earlier for the purpose of processing your data for the normal business purposes (which shall not include allowing the use of the Software by, or for the benefit of, any person other than an employee of your organisation).
 - 7.3. For the purposes of clause 6, "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 licence for use on each computer to which the Software is distributed.
 - 7.4. You may not use the Software other than as specified in clause 6 and clause 7.2 without the prior written consent of Us, and you acknowledge that additional fees may be payable on any change of use approved by Us.
 - 7.5. You may not make backup copies of the Software. You shall take steps to prevent unauthorised copying where appropriate.
 - 7.6. Except as expressly stated in this clause 7, you have 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 integrating the operation of the Software with the operation of other software or systems used by your organisation, unless we are 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.
 - 7.7. Adobe's Third-Party Software shall be deemed to be incorporated within the Software for the purposes of this licence (except where expressly provided to the contrary) and use of the Third-Party Software shall be subject to the Third-Party Additional Terms.
 - 7.8. You shall indemnify and hold us harmless against any loss or damage which it may suffer or incur as a result of your breach of any Third-Party Additional Terms howsoever arising.
 - 7.9. We may treat any breach of any Third-Party Additional Terms as a breach of this licence.
8. You may not use any such information provided by Us or obtained by You during any such reduction permitted under this agreement 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.
9. You shall not:
 - 9.1. sub-license, assign or novate the benefit or burden of this licence in whole or in part;
 - 9.2. allow any third party access to the Software or Bespoke Software where that access could or would result in that third party carrying out the actions described in clause 7.6 above on its (or another's) behalf;
 - 9.3. allow the Software to become the subject of any charge, lien or encumbrance; and
 - 9.4. deal in any other manner with any or all of its rights and obligations under this agreement, without the prior written consent of Us, such consent not to be unreasonably withheld or delayed.
10. We may at any time sub-license, assign, novate, charge or deal in any other manner with any or all of its rights and obligations under this licence, provided it gives written notice to you.
11. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
12. Notwithstanding clause 7 a party assigning any or all of its rights under this agreement may disclose to a proposed assignee any information in its possession that relates to this agreement or its subject matter, the negotiations relating

to it and the other party which is reasonably necessary to disclose for the purposes of the proposed assignment, provided that no disclosure pursuant to this clause shall be made until notice of the identity of the proposed assignee has been given to the other party.

13. You shall:

- 13.1. ensure that the number of persons using the Software does not exceed the number quoted in the E-mail and/or email correspondence dealing with this issue;
- 13.2. ensure that the Software is installed on designated equipment only;
- 13.3. keep a complete and accurate record of your copying and disclosure of the Software and its users, and produce such record to us on request from time to time;
- 13.4. notify us as soon as it becomes aware of any unauthorized use of the Software by any person;
- 13.5. pay, for broadening the scope of the licences granted under this licence to cover the unauthorized use, an amount equal to the fees which we would have levied (in accordance with its normal commercial terms then current) had it licensed any such unauthorised use on the date when such use commenced together with interest at the rate provided for in this agreement, from such date to the date of payment.

14. You shall permit Us 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 licence, for the purposes of ensuring that You is complying with the terms of this licence, provided that We provides reasonable advance notice to You of such inspections, which shall take place at reasonable times.

BESPOKE TRAINING AND UPDATES

15. We will provide you with Updates generally made available to customers. You shall install all Updates as soon as reasonably practicable after receipt, noting that content updates could materially alter any generic guidance offered in our training. In providing Updates there may be a temporary interruption to providing our services, training, Software or Bespoke Software. We will seek to minimise any such delay, but reserve the right to extend any temporary interruption to the period necessary to provide a proper (functional) update to the Software or Bespoke Software. In practice this may extend to over a week or two or longer. Any failure to provide any one training module as part of this process (or for any reason at all) shall not constitute a breach of this Agreement.
16. We will provide Free Bespoke Training as part of our service. This covers four hours of professional time in order to tailor your anti-bribery training and data protection training in line with the outcome of your audit report on each subject. This shall be provided at time(s) of our choosing, where time is not of the essence under the contract. Any intellectual property associated with the creation of the Free Bespoke Training shall be retained by Us absolutely (and consistent with the rights we assume under clauses 31-36), regardless of whether you have input into the content of the Bespoke Training, having waived any moral rights under this clause.
17. Any further tailored training ("Further Tailored Training") beyond the four hour period expressed above; or which is requested in relation to other modules shall be separately charged (see below). Again, this shall be provided at time(s) of our choosing, where time is not of the essence under the contract. Any intellectual property associated with the creation of the Further Tailored Training shall be retained by Us absolutely (and consistent with the rights we assume under clauses 31-36), regardless of whether you have input into the content of the Bespoke Training, having waived any moral rights under this clause.

FEES

18. You shall pay to our monthly licence fees as expressed in the E-mail.
19. Your agreement to pay Fees shall occur on acknowledgement of receipt of our E-mail and/or upon any indication that you wish to continue and to receive our service and use our training, howsoever expressed. Fees will be payable in advance on demand. Within 7 days of the Acceptance Date. All sums payable under this licence are exclusive of VAT or any relevant local sales taxes, for which you shall be responsible.
20. Any Further Tailored Training shall be charged at a rate of £150 + VAT per hour. Any invoice for Further Tailored Training shall be payable immediately upon presentation.
21. If you fail to make any payment due to us under this agreement by the due date for payment, then, without limiting our

remedies under this agreement you shall pay interest on the overdue amount at the rate of 4% per annum above HSBC's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. You shall pay the interest together with the overdue amount. Furthermore, we will be entitled to suspend our services and/or access to the Software and/or Free Bespoke Software and/or Further Tailored Training until outstanding payments are received.

PUBLICITY

22. We shall be entitled to engage in Publicity.

SUPPLIER'S WARRANTIES

23. We warrant that the Software will conform in all material respects to the Specification for a period of 90 days from the date of this licence (Warranty Period). If, within the Warranty Period, you notify us 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 you, or anyone acting with the authority of yourself, having amended the Software or used it outside the terms of this licence 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 us, or it has not been loaded onto Supplier-specified or suitably configured equipment, we shall, at our option, do one of the following: (a) repair the Software; (b) replace the Software; or (c) terminate this licence immediately by notice in writing to you and refund any of the Fee paid by you as at the date of termination (less a reasonable sum in respect of your use of the Software to the date of termination) on return of the Software and all copies thereof, provided you provide all the information that may be necessary to assist us in resolving the defect or fault, including a documented example of any defect or fault, or sufficient information to enable Us to re-create the defect or fault.

24. We do not warrant that the use of the Software will be uninterrupted or error-free.

25. You accept responsibility for the selection of the Software to achieve its intended results and acknowledge that the Software has not been developed to meet the individual requirements of your specific organisation, save for any Free Bespoke Training and Further Tailored Training. Our training modules are a guide to principles only and are not to be used in lieu of specific legal advice on the individual circumstances you may deal with from time to time. It is provided on the assumption that you will take specific legal advice when directed to do so. No liability is accepted if You fail to do this.

26. All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this licence 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.

LIMITS OF LIABILITY

27. Except as expressly stated in this agreement:

27.1. We shall not in any circumstances have any liability for any losses or damages which may be suffered by You (or any person claiming under or through You), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:

- (i) special damage even if We was aware of the circumstances in which such special damage could arise;
- (ii) loss of profits;
- (iii) loss of anticipated savings;
- (iv) loss of business opportunity;
- (v) loss of goodwill;
- (vi) loss or corruption of data, provided that this clause 27 shall not prevent claims for loss of or damage to your tangible property that fall within the terms of clause 27.2 or any other claims for direct financial loss that are not excluded by any of categories (i) to (vi) inclusive of this clause 27.1;

27.2. our total liability, whether in contract, tort (including negligence) or otherwise and whether in connection with this licence or any collateral contract, shall in no circumstances exceed a sum equal to the Fee; and

- 27.3. you agree that, in entering into this licence, You did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in this licence or (if You did rely on any representations, whether written or oral, not expressly set out in this licence) that it shall have no remedy in respect of such representations and (in either case) We shall have no liability in any circumstances otherwise than in accordance with the express terms of this licence.
28. The exclusions in clause 36 and clause 27 shall apply to the fullest extent permissible at law, but We does not exclude liability for: (a) death or personal injury caused by the negligence of We, its officers, employees, contractors or agents; (b) fraud or fraudulent misrepresentation; (c) breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or (d) any other liability which may not be excluded by law.
29. All dates supplied by We for the delivery of the Software [or the provision of Services] shall be treated as approximate only. We shall not in any circumstances be liable for any loss or damage arising from any delay in delivery beyond such approximate dates.
30. All references to "We" in this 30 shall, for the purposes of this clause and clause 27 only, be treated as including all employees, subcontractors and suppliers of Us and its Affiliates, all of whom shall have the benefit of the exclusions and limitations of liability set out in this clause, in accordance with clause 27.

INTELLECTUAL PROPERTY RIGHTS

31. You acknowledge that all Intellectual Property Rights in the Software, Bespoke Software and Updates belong and shall belong to Us and You shall have no rights in or to the same other than the right to use it in accordance with the terms of this licence.
32. We undertake at our own expense to defend You or, at its option, settle any claim or action brought against You alleging that the possession or use of the Software (or any part thereof) in accordance with the terms of this licence infringes the UK Intellectual Property Rights of a third party (Claim) and shall be responsible for any reasonable losses, damages, costs (including legal fees) and expenses incurred by or awarded against You as a result of or in connection with any such Claim.
33. For the avoidance of doubt, clause 32 shall not apply where the Claim in question is attributable to possession or use of the Software (or any part thereof) by You other than in accordance with the terms of this licence, use of the Software in combination with any hardware or software not supplied or specified by We 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.
34. If any third party makes a Claim, or notifies an intention to make a Claim against you, our obligations under clause 32 are conditional on you: (a) as soon as reasonably practicable, giving written notice of the Claim to us, specifying the nature of the Claim in reasonable detail; (b) not making any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of ourselves (such consent not to be unreasonably conditioned, withheld or delayed); (c) giving us and or 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 yourself, so as to enable us and our professional advisers to examine them and to take copies (at our expense) for the purpose of assessing the Claim; and (d) subject to We providing security to You to Your reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, taking such action as We may reasonably request to avoid, dispute, compromise or defend the Claim.
35. If any Claim is made, or in Our reasonable opinion is likely to be made, against You, We may at our sole option and expense: (a) procure for You the right to continue to use the Software (or any part thereof) in accordance with the terms of this licence; (b) modify the Software so that it ceases to be infringing; (c) replace the Software with non-infringing software; or (d) terminate this licence immediately by notice in writing to You and refund any of the Fee paid by You as at the date of termination (less a reasonable sum in respect of Your use of the Software to the date of termination) on return of the Software and all copies thereof, provided that if We modify or replace the Software, the modified or replacement Software must comply with the warranties contained in clause 23 and You shall have the same rights in respect thereof as it would have had under those clauses had the references to the date of this licence been references to the date on which such modification or replacement was made.

36. Notwithstanding any other provision in this agreement, clause 33 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 You.
37. Clauses 27-37 constitute Your exclusive remedy and Our only liability in respect of Claims and, for the avoidance of doubt, is subject to clause 27.

DURATION AND TERMINATION

38. Without affecting any other right or remedy available to it, either party may (or suspend) this agreement with immediate effect by giving written notice if:
 - 38.1. You fail to pay any amount due under this agreement on the due date for payment and remain in default not less than 7 days thereafter (where any failure to take action in case of infringement shall not constitute waiver of the right to rely on this clause thereafter);
 - 38.2. the other party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 7 days after being notified in writing to do so;
 - 38.3. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - 38.4. the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - 38.5. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - 38.6. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;
 - 38.7. the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
 - 38.8. a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 - 38.9. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
 - 38.10. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.1(c) to clause 12.1(i)(inclusive);
 - 38.11. the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
 - 38.12. there is a change of control of the other party.
39. Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.
40. We can terminate this agreement for any reason whatsoever upon 24 hours' notice. Where You seek to terminate this

agreement you shall give 6 months' notice.

41. 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.
42. On termination for any reason: (a) all rights granted to You under this licence shall cease; (b) You shall cease all activities authorised by this licence; (c) You shall immediately pay to We any sums due to We under this licence; and (d) You shall immediately destroy or return to We (at Our option) all copies of the Software then in its possession, custody or control and, in the case of destruction, certify to We that it has done so.
43. Any provision of this agreement which expressly or by implication is intended to come into or continue in force on or after termination of this agreement shall remain in full force and effect.

WAIVER

44. No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

REMEDIES

45. Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

ENTIRE AGREEMENT

46. This licence, the E-mail and the schedules and the documents annexed as appendices to this licence 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. Each party acknowledges that, in entering into this licence and the documents referred to in it or annexed to 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 licence or not) (Representation) other than as expressly set out in this licence or those documents. 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 licence]. Nothing in this clause shall limit or exclude any liability for fraud.

SEVERANCE / VARIATION / COUNTERPARTS

47. No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives). If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement. If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision. This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

THIRD-PARTY RIGHTS / NO PARTNERSHIP OR AGENCY

48. 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. Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

49. We shall not be in breach of this agreement nor liable for delay in performing, or failure to perform, any of Our obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control, to include dealing with computer virus attacks or loss of data or training materials. In such circumstances if the period of delay or non-performance continues for 16 weeks, the party not affected may terminate this agreement by giving 30 days' written notice.

GOVERNING LAW AND JURISDICTION

50. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This licence has been entered into on the date stated on the covering email dealing with this issue.

Signed: *Lawyers Ink*

Signed: _____

Printed on: 19 May 2017

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