

OXINET LIMITED
Website Hosting Standard Terms and Conditions
(Reference April 2015)

These Website Hosting Standard Terms and Conditions (hereinafter “Standard Terms”), displayed at <http://www.oxi.net/about-us/documents-library/>, shall apply when called up within a Website Development and Hosting Agreement (hereinafter “WDHA”). Each WDHA together with the Standard Terms shall hereinafter be called “the Agreement”

1. DEFINITIONS

“**Commencement Date**” means the date set out in the WDHA from which the Services are initially to be provided.

“**Customer**” means the party named in the WDHA.

“**Customer Data**” means all data as defined in clause 2.1 (“OXINET Protection of Customer Data and Data Protection Act 1998”).

“**Excusable Hours**” means any unavailable hours due to (i) planned maintenance agreed in advance with the Customer or (ii) circuits provided by telcos or common carriers or (iii) acts or omissions of the Customer or any third party acting on behalf of the Customer or (iv) behavior of the Customer’s equipment, facilities or applications or (v) Acts of God, civil disorder or natural cataclysm.

“**Website Subscription Fee**” means the annual amount payable by the Customer to OXINET as defined in the WDHA in consideration for the provision of the Services.

“**Initial Term**” means the committed term as set out in the WDHA during which each of the Parties undertakes to the other to meet their respective obligations under the Agreement.

“**Malicious Code**” means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

“**Normal Hours**” means 9.00am to 5.00 pm on normal workdays (excluding weekends and English bank holidays)

“**Party**” shall mean either OXINET or the Customer.

“**Parties**” shall mean both OXINET and the Customer.

“**Termination Date**” means the date that shall be determined in accordance with clause 12 (“TERM AND TERMINATION”).

“**Third Party Applications**” means online applications and services and offline software products that are provided by entities or individuals other than OXINET, and that interoperate with the Services.

“**Services**” means packages and any additional services selected by the Customer in the WDHA.

2. OBLIGATIONS OF THE PARTIES

2.1 OXINET Protection of Customer Data and Data Protection Act 1998

- (i) Words and phrases used in this Clause 2.1 and which are defined in the Data Protection Act 1998 (“**the Act**”) shall have the meaning given to them in the Act.
- (ii) In order for OXINET to provide the Services, the Customer may share personal data with OXINET, which data is protected by the Act.
- (iii) The Parties agree that in respect of the Customer Data, the Customer is the data controller and OXINET is the data processor. OXINET warrants to the Customer that it shall:
 - (a) process the data at all times in accordance with the Act and solely for the purposes of providing the Services to the Customer and for no other purpose or in any manner except with the express prior written consent of the Customer; and
 - (b) comply with the seventh data protection principle by implementing appropriate technical and organisational measures to prevent unauthorised and unlawful processing of the data and to prevent accidental loss, or destruction of, or damage to the data; and
 - (c) as soon as reasonably practicable, on demand by the Customer, provide the Customer with suitable evidence that it is implementing such measures and permit the Customer to carry out scrutiny of OXINET’s data processing activities; and
 - (d) ensure that each of its employees, agents and subcontractors are made aware of its obligations with regard to the security and protection of the data and require that they enter into binding obligations with OXINET to maintain the appropriate levels of security and protection of the data; and
 - (e) not divulge the data whether directly or indirectly to any person, firm or company or otherwise without the express prior written consent of the Customer except to those of its employees, agents and subcontractors who are subject to Clause 2 (iii) (d) above or except as may be required by any law or regulation; and
 - (f) not process the data outside of the European Economic Area except with the express prior written authority of the Customer; and
 - (g) to comply with any request from the Customer to amend, transfer or delete data and on completion of the Services to deliver to the Customer or destroy, at the Customer’s sole option, all the Customer’s data in its possession or under its control; and
 - (h) assist the Customer promptly, where necessary, in dealing with requests for personal information received from data subjects whose personal data is being hosted under the Agreement; and
 - (i) promptly notify the Customer of any event involving unauthorised or unlawful access to, or disclosure of, the Customer’s personal data.

(j) For the avoidance of doubt, nothing in this clause is intended to make OXINET liable for any breach of the Act by the Customer or any other data processor of the Customer.

(k) Nothing in this Clause shall be construed as preventing either Party from taking such steps as are necessary to comply with its own obligations under the Act.

(l) OXINET acknowledges that the Customer is subject to the UK Freedom of Information Act and may be required to disclose information formerly considered private and confidential.

2.2 Customer Responsibilities. The Customer shall be responsible for ensuring:-

- (i) The customer is fully responsible for any third party software which is connected to the website, or makes use of the website data.
- (ii) the accuracy, quality and legality of Customer Data and of the means by which it acquired the Customer Data and not to use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortuous material, or to store or transmit material in violation of third-party privacy rights; and
- (iii) the use of commercially reasonable efforts to prevent unauthorised access to or use of the Services, and notify OXINET promptly of any such unauthorised access or use nor attempt to gain unauthorised access to the Services or their related systems or networks; and
- (iv) that the Services are not used to store or transmit Malicious Code or interfere with or disrupt the integrity or performance of the Services or third-party data contained therein; and
- (v) the Services are used only in accordance with the applicable laws and government regulations.

3. NON-OXINET PROVIDERS

- (i) **Services to be subcontracted in part to third parties and Oxinet Acceptable Use Policy.** The Agreement is between the Customer and OXINET. The Customer acknowledges that the Services are hosted on servers owned by OXINET but located at data centre's owned by third parties. By agreeing to these terms the Customer accepts and agrees to abide by the current OXINET Acceptable Use Policy which can be found at <http://www.oxi.net/about-us/documents-library/>.
- (ii) **Third Party Applications and Customer Data.** If the Customer installs or enables Third Party Applications for use with the Services, the Customer acknowledges that OXINET may allow providers of those Third Party Applications to access Customer Data as required for the interoperation and support of such Third Party Applications with the Services. OXINET shall not be responsible for any disclosure, modification or deletion of Customer Data resulting from any such access by Third Party Application providers. The Services shall allow the Customer to restrict such access by restricting the use of such Third Party Applications with the Services.

- (iii) **Third Party Applications.** The Services may contain features designed to interoperate with Third Party Applications. To use such features, Customer may be required to obtain access to such Third Party Applications from their providers. If the provider of any such Third Party Application ceases to make the Third Party Application available for interoperation with the corresponding Service features on reasonable terms, OXINET may cease providing such Service features without entitling Customer to any refund, credit, or other compensation.

4. FEES AND PAYMENT

- (i) **Website Subscription Fee.** The Customer shall pay all Website Subscription Fees specified in the Agreement. Website Subscription Fees are fixed until the end of the Initial Term. All payment obligations are non-cancellable and all fees paid are non-refundable.
- (ii) **Invoicing and Payment.** The Website Subscription Fees shall be invoiced monthly in advance and are payable prior to the commencement of the period to which the invoice relates or 7 days after the invoice date, whichever shall be later. The Customer is responsible for providing complete and accurate invoicing and contact information to OXINET and notifying OXINET of any changes to such information.
- (iii) **Overdue Charges.** If any amounts invoiced hereunder are not received by OXINET by the due date, then at OXINET's discretion, (a) such charges may accrue late interest at the rate set in the Late Payment of Commercial Debts (Interest) Act 1998 or the maximum rate otherwise permitted by law, whichever is lower, from the date such payment was due until the date paid.
- (iv) **Suspension of Service.** If any charge owing by the Customer is 30 days or more overdue, OXINET may, without limiting its other rights and remedies, suspend Services until such amounts are paid in full, provided OXINET has given the Customer 10 or more days' prior notice that its account is overdue in accordance with the "Notices" section below.
- (v) **Payment Disputes.** OXINET shall not exercise its rights under the "Overdue Charges" or "Suspension of Service" sections above if the Customer is disputing the applicable charges reasonably and in good-faith and is cooperating diligently to resolve the dispute.
- (vi) **Taxes.** Unless otherwise stated, OXINET's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales and use, or withholding taxes (collectively, "Taxes"). The Customer is responsible for paying all Taxes associated with its purchases hereunder. For clarity, OXINET is solely responsible for taxes assessable against it based on its income, property and employees.

5. APPLICATION AND PAYMENT OF FEE CREDITS

- (i) **Non availability of the live website.** The website shall be made available at all times however, support is only provided during Normal Office Hours. In the event that the website is wholly or materially unavailable during any period of greater than half an hour during Normal Office Hours then the Customer shall be entitled to claim a credit against the Website Subscription Fees. The amount of any credit shall be calculated as Unavailable Hours/Total Available Hours times the amount of the Website Subscription Fee payable in the month in which the unavailability occurs where:
 - a) Unavailable Hours means the total number of hours lost in the month during Normal Office Hours for periods of greater than half an hour (but including the half an hour) excluding any time lost for Excusable Delays.

- b) Total Available Hours means the total number of hours in the month during Normal Working Hours.
- (ii) A Fee Credit shall only be credited to the Customer's account if the Customer requests it from OXINET's accounts department within 30 days of the end of the month in which the unavailability occurs.
- (iii) Fee Credits shall be the sole and exclusive remedy of the Customer for the relevant loss of service and/or Oxinet's failure to make the website available.

6. AMENDMENTS TO THE STANDARD TERMS AND ADDITIONAL SERVICES

- (i) Oxinet is entitled to change these Standard Terms from time to time and will display the changed Standard Terms at <http://www.oxi.net/about-us/documents-library/>, OXINET will give the Customer at least 90 days written notice of any such change which shall take effect at the end of such 90 day period.
- (ii) Where Oxinet has given the Customer notice of a change in the Standard Terms in accordance with clause 6 (i) and such change will have a material effect on the Customer, the Customer shall be entitled to terminate the Agreement by giving Oxinet not less than 30 days written notice to that effect, such notice to expire before the expiry of the 90 day notice period referred to in clause 6 (i).
- (iii) Oxinet may at its sole discretion also provide from time to time additional services beyond the scope of the Services being provided to the Customer as at the Commencement Date, subject to prior written agreement between the Parties. The pricing for such additional services will be set out and agreed in writing by the Parties.

7. PROPRIETARY RIGHTS

- (i) **Items acquired on behalf of a customer.** As a part of providing the Services Oxinet may acquire third party products on behalf of the Customer (including but not limited to templates and domain names) necessary to develop the website. All and any rights in such items acquired by Oxinet shall pass to the Customer on termination of the Agreement so as to enable the Customer to enjoy continued use of the website developed on its behalf by Oxinet.
- (ii) **Reservation of Rights in Services.** Website development may in some circumstances require Oxinet to develop additional software necessary for the use of the website. In such cases Oxinet hereby grants to the Customer, without additional charge, a non-exclusive perpetual licence to use such software for the sole purpose of hosting the website, including by a third party acting on its behalf. Subject to the limited rights expressly granted hereunder, OXINET reserves all rights, title and interest in and to the Services, and all modifications and improvements thereto, including all related intellectual property rights. No rights are granted to the Customer hereunder other than as expressly set forth herein.
- (iii) **Restrictions.** The Customer shall not (i) permit any third party to access the Services except as permitted herein, (ii) create derivative works based on the Services, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on the Customer's own intranets or otherwise for its own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

- (iv) **Customer Applications and Code.** The Customer, a third party acting on the Customer's behalf, or a User may create applications or program code using the Services as may be permitted in writing by OXINET. In such cases, the Customer authorises OXINET and its service providers to host, copy, transmit, display and adapt such applications and program code, solely as necessary for OXINET to provide the Services in accordance with the Agreement. Subject to the above, OXINET acquires no right, title or interest from Customer or its licensors under the Agreement in or to such applications or program code, including any intellectual property rights therein.
- (v) **Customer Data.** Subject to the limited rights granted by Customer hereunder, OXINET acquires no right, title or interest from the Customer or its licensors under the Agreement in or to Customer Data, including any intellectual property rights therein.

8. CONFIDENTIALITY

- (i) **Definition of Confidential Information.** As used herein, "**Confidential Information**" means all confidential information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of the Customer shall include Customer Data; Confidential Information of OXINET shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Master Hosting and Support Agreement and all Hosting and Support Agreements, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Customer Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.
- (ii) **Protection of Confidential Information.** Save in respect of Customer Data, which shall be protected as set out in clause 2.1, the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of the Agreement, and (ii) except as otherwise authorised by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its employees, contractors and agents who need such access for purposes consistent with the Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of the Agreement to any third party other than its professional advisors without the other party's prior written consent.
- (iii) **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

9. WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

- (i) **OXINET Warranties.** OXINET warrants that (i) it has validly entered into this Agreement and has the legal power to do so, (ii) shall perform the Services to a high professional standard (iii) subject to the “NON-OXINET PROVIDERS” section above, the functionality of the Services will not be materially decreased during the term of the Agreement, and (iv) it will not transmit Malicious Code to the Customer, provided it is not a breach of this subpart (iv) if Customer or a user uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of a warranty above, Customer’s exclusive remedy shall be as provided in the “Termination for Cause” and “Refund or Payment upon Termination” sections below.
- (ii) **Customer’s Warranties.** The Customer warrants that it has validly entered into this Agreement and has the legal power to do so.
- (iii) **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
- (IV) **Non-Core Services.** From time to time OXINET may invite the Customer to try, at no charge, OXINET products or services that are not generally available to OXINET customers (“**Non-Core Services**”). The Customer may accept or decline any such trial in its sole discretion. Any Non-Core Services will be clearly designated as beta, pilot, limited release, developer preview, non-production or by a description of similar import. Non-Core Services are provided for evaluation purposes and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms. NON-CORE SERVICES ARE NOT CONSIDERED “SERVICES” HEREUNDER AND ARE PROVIDED “AS IS” WITH NO EXPRESS OR IMPLIED WARRANTY. OXINET may discontinue Non-Core Services at any time in its sole discretion and may never make them generally available.

10. MUTUAL INDEMNIFICATION

- (i) **Indemnification by OXINET.** OXINET shall defend the Customer against any claim, demand, suit or proceeding made or brought against the Customer by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a “**Claim Against Customer**”), and shall indemnify the Customer for any damages, attorney fees and costs finally awarded against Customer as a result of, and for amounts paid by the Customer under a court-approved settlement of, a Claim Against Customer; provided that the Customer (a) promptly gives OXINET written notice of the Claim Against Customer, (b) gives OXINET sole control of the defence and settlement of the Claim Against Customer (provided that OXINET may not settle any Claim Against Customer unless the settlement unconditionally releases Customer of all liability), and (c) provides to OXINET all reasonable assistance, at OXINET’s expense. In the event of a Claim Against Customer, or if OXINET reasonably believes the Services may infringe or misappropriate, OXINET may in its discretion and at no cost to the Customer (i) modify the Services so that they no longer infringe or misappropriate, without breaching OXINET’s warranties under “OXINET Warranties” above, (ii) obtain a licence for the Customer’s continued use of the Services in accordance with the Agreement, or (iii) terminate the Customer’s User subscriptions for such Services upon 30 days’ written notice and refund the Customer any prepaid fees covering the remainder of the term of such Website Subscription Fees after the effective date of termination.

- (ii) **Indemnification by Customer.** The Customer shall defend OXINET against any claim, demand, suit or proceeding made or brought against OXINET by a third party alleging that the Customer Data, or Customer's use of the Services in breach of the Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "**Claim Against OXINET**"), and shall indemnify OXINET for any damages, legal fees and costs finally awarded against OXINET as a result of, and for any amounts paid by OXINET under a court-approved settlement of, a Claim Against OXINET; provided that OXINET (a) promptly gives the Customer written notice of the Claim Against OXINET, (b) gives the Customer sole control of the defence and settlement of the Claim Against OXINET (provided that Customer may not settle any Claim Against OXINET unless the settlement unconditionally releases OXINET of all liability), and (c) provides to the Customer all reasonable assistance, at the Customer's expense.
- (iii) **Exclusive Remedy.** This "Mutual Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this section.

11. LIMITATION OF LIABILITY

1.1 Limitation of Liability. SUBJECT TO CLAUSE 10 ("MUTUAL INDEMNIFICATION") AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT IN NO EVENT SHALL EITHER PARTY'S LIABILITY TO THE OTHER ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED 125% OF THE AMOUNT PAID BY THE CUSTOMER HEREUNDER IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE LIABILITY. THE FOREGOING LIMIT SHALL NOT APPLY TO THE CUSTOMER'S PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENTS" SECTION ABOVE.

11.2 Exclusions to Limit of Liability. NOTHING IN ANY CONTRACT WILL OPERATE TO EXCLUDE OR RESTRICT A PARTY'S LIABILITY (IF ANY):

(11.2.1) FOR DEATH OR PERSONAL INJURY CAUSED BY THE NEGLIGENCE OF EITHER PARTY AND OR ITS EMPLOYEES;

(11.2.2) FOR BREACH OF ITS OBLIGATIONS ARISING UNDER PART I OF THE CONSUMER PROTECTION ACT 1987;

(11.2.3) FOR BREACH OF ITS OBLIGATIONS ARISING UNDER SECTION 12 OF THE SALE OF GOODS ACT 1979;

(11.2.4) FOR BREACH OF ITS OBLIGATIONS ARISING UNDER SECTION 2 SUPPLY OF GOODS ACT 1982;

(11.2.5) FOR BREACH OF ITS OBLIGATIONS ARISING UNDER SECTION 8 SUPPLY OF GOODS (IMPLIED TERMS) ACT 1973;

(11.2.6) UNDER CLAUSE 10 ("MUTUAL INDEMNIFICATION") OF THIS AGREEMENT;

(11.2.7) FOR FRAUD (INCLUDING WITHOUT LIMITATION FRAUDULENT MISREPRESENTATION) BY EITHER PARTY OR ITS EMPLOYEES;

(11.2.8) FOR ANY MATTER WHICH IT IS NOT PERMITTED BY LAW TO EXCLUDE OR LIMIT, OR TO ATTEMPT TO EXCLUDE OR LIMIT, ITS LIABILITY

11.3 Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

12. TERM AND TERMINATION

- (i) **Term of a Website Development and Hosting Agreement.** Each WDHA commences at the Commencement Date and will continue until the later of either the last day of the Initial Term or the last day of the notice period of no less than three months given by either Party to the other in writing to terminate the Agreement (“**Termination Date**”).
- (ii) **Term of the Website Subscription Fees.** The Website Subscription Fees shall commence on the Commencement Date as set out in the WDHA and continue until the Termination Date.
- (iii) **Termination for Cause.** Either party may terminate the Agreement for cause (i) upon 30 day’s written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- (iv) **Refund or Payment upon Termination.** Upon any termination for cause by Customer, OXINET shall refund by the Customer any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by OXINET, Customer shall pay any unpaid fees covering the remainder of the term of the Agreement after the effective date of termination. In no event shall any termination relieve the Customer of the obligation to pay any fees payable to OXINET for the period prior to the effective date of termination.
- (v) **Return of Customer Data.** Within 30 days after the effective date of termination, OXINET shall make available to the Customer a file of Customer Data in comma separated value (.csv) format along with attachments in their native format. OXINET shall thereafter, unless legally prohibited, delete all Customer Data in its systems or otherwise in its possession or under its control.
- (vi) **Surviving Provisions.** The sections titled “Fees and Payment,” “Proprietary Rights,” “Confidentiality,” “Warranties and Disclaimers,” “Mutual Indemnification,” “Limitation of Liability,” “Refund or Payment upon Termination,” “Return of Customer Data,” “Surviving Provisions” and “General Provisions” shall survive any termination or expiration of this Agreement.

13. GENERAL PROVISIONS

- (i) **Export Compliance.** The Services, Customer Data, other OXINET technology, and derivatives thereof may be subject to export laws and regulations of the European Union and other jurisdictions. Each of OXINET and the Customer represents that it is not named on any list which would cause the other to be in contravention of such export laws and regulations as a result of the provision of the Services. In particular the Customer shall not permit access or use of the Services or Customer Data in violation of any export law or regulation.

- (ii) **Anti-Corruption.** Neither Party has received or been offered, in breach of the Bribery Act 2010 and the requirements thereof, any illegal or improper bribe, kickback, payment, gift, or thing of value from the other party's employee or agent in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If a party learns of any violation of the above restriction, it will use reasonable efforts to promptly notify the other party's Legal Department.
- (iii) **Relationship of the Parties.** The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, or fiduciary or employment relationship between the parties.
- (iv) **No Third-Party Beneficiaries.** For the purpose of Section 1 (2) of the Contracts (Rights of Third Parties) Act 1999 the parties state that they do not intend any term of this Agreement to be enforced by any third parties but any third party right which exists or is available independently of the Act is preserved.
- (v) **Notices.** Except as otherwise specified in the Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after the date of posting, (iii) the second business day after sending by confirmed facsimile, or (iv), except for notices of termination or a claim under Clause 10 ("MUTUAL INDEMNIFICATION"), the first business day after sending by email. Notices and Legal Notices to OXINET shall be addressed to the attention of its Company Secretary at 59 St Aldates Oxford OX1 1ST. Account related notices to Customer shall be addressed to the relevant account contact designated by the Customer, and Legal Notices to Customer shall be addressed to the Customer's registered office and clearly identified as Legal Notices. All other notices to the Customer shall be addressed to the relevant Account Manager designated by the Customer.
- (vi) **Waiver.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.
- (vii) **Severability.** If any provision of the Agreement held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the Agreement shall remain in effect.
- (viii) **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld).
- (ix) **Modification.** No modification, amendment, or waiver of any provision of these Standard Terms shall be effective unless in writing signed by a Director on behalf of OXINET and an authorised representative of the Customer
- (x) **Governing Law.** These Standard Terms and the WDHA and any matters relating to them shall be interpreted under the laws of England and Wales and the Parties submit to the exclusive jurisdiction of the English Courts.
- (xi) **Disputes.** If there is a disagreement or dispute regarding any Agreement, the Parties shall in the first instance attempt to resolve this between a representative from OXINET and one from the Customer. If the matter remains unresolved for a period of 14 days, there shall be a meeting between a Director of OXINET and a Director of the Customer within a further 21 days. If the matter remains unresolved after at the end of this 35 day period then it shall be referred to and finally resolved by binding arbitration under the London Court of International Arbitration Rules ("LCIA Rules"), which LCIA Rules are deemed to be incorporated by reference into this Section 13.k. The arbitration shall be conducted by a

single arbitrator selected in accordance with the LCIA Rules. The place of the arbitration shall be London, England. The language to be used in the proceedings shall be English. The arbitrator shall, at either party's request, give a written opinion stating the factual basis and legal reasoning for his decision. The award of the arbitrator may be entered as a judgment and enforced by any court of competent jurisdiction. This Section 13.k will not prevent either party from seeking injunctive or other equitable relief from any court of competent jurisdiction in the case of any breach or threatened breach by the other party of any obligation of confidentiality or any infringement by the other party to the Agreement of the affected party's intellectual property rights.

