

WFL MEDIA LTD.

SOFTWARE LICENCE TERMS AND CONDITIONS

This licence agreement (**Licence**) is a legal agreement between you (**Customer** or **you**) and WFL Media Ltd (**Supplier, us** or **we**) for certain of Supplier's proprietary software, referred to as Collins (**Software**); and printed materials and online documents made available to you by us (**Documents**). This Licence together with the Purchase Authorisation Form agreed between you and us and the Support Services SLA forms the agreement between us in relation to the licensing and use of the Software and Support Services (**Agreement**).

We license use of the Software and Documents to you on the basis of this Licence. We do not sell the Software or Documents to you. We remain the owners of the Software and Documents at all times.

IMPORTANT NOTICE TO ALL USERS:

By accessing the Software from the Website you agree to the terms of this Licence which will bind you and your employees. Please carefully read this Licence before using the Software.

If you do not agree to the terms of this Licence, we will not license the Software and Documents to you and you must discontinue your access.

1. Definitions

- 1.1. The definitions and rules of interpretation in this clause apply to the Agreement:
 - 1.1.1. **Confidential Information:** has the meaning given in clause 4.1.
 - 1.1.2. **Claim:** has the meaning given in clause 7.2.
 - 1.1.3. **Fee:** the licence fee payable by you to us under clause 3 and as set out in the Purchase Authorisation Form.
 - 1.1.4. **Initial Term:** has the meaning given in clause 2.2.
 - 1.1.5. **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, whether registered or unregistered and 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.
 - 1.1.6. **Licensed Venue:** the venues of Customer for which the Software may be used as agreed with Supplier in the Purchase Authorisation Form for which Customer pays the Fee.
 - 1.1.7. **Payment System:** a feature of the Software enabling Customer to take payments from its customers through the Software which Customer may opt to use as described in more detail at [<http://www.collinsbookings.com/pay>] for which Customer shall pay a Payment System Fee.
 - 1.1.8. **Payment System Fee:** the fee payable by Customer to Supplier for the Payment System feature of the Software as set out in the Purchase Authorisation Form.
 - 1.1.9. **Purchase Authorisation Form:** the fully executed form setting out the detail of the fees (including the Fee, Referral Fee and any Payment System Fees) payable and the Licensed Venues which may use the Software and Documents issued by Supplier to you.
 - 1.1.10. **Referral Fee:** the fee charged by Supplier to Customer in accordance with the rates set out in the Purchase Authorisation Form for completed bookings of Customer which are as a result of referrals from Supplier via the Website and through the use of the Software.
 - 1.1.11. **Representation:** has the meaning given in clause 9.2.

- 1.1.12. **Representatives:** has the meaning given in clause 4.2.
- 1.1.13. **Software:** the Supplier's proprietary computer program, referred to as 'Collins' licensed under the terms of this Licence, which enables a Customer to manage and process customer bookings via the Website.
- 1.1.14. **Support Services SLA:** the schedule attached to the Purchase Authorisation Form which sets out the terms upon which the Support Services will be provided to you by Supplier.
- 1.1.15. **Support Services:** the provision of technical advice and assistance on the Software to Customer by Supplier in accordance with the Support Services SLA issued by Supplier to you with the Purchase Authorisation Form.
- 1.1.16. **Term:** the Initial Term and such further extended terms of use of the Software as provided in and in accordance with clause 2.2.
- 1.1.17.
- 1.1.18. **VAT:** value added tax chargeable under applicable law from time to time and any similar additional tax(es).
- 1.1.19. **Warranty Period:** has the meaning given in clause 5.1.
- 1.1.20. **Website:** Supplier's website, www.designmynight.com, by which the Software is accessed.
- 1.2. Clause headings shall not affect the interpretation of this Licence. Unless the context otherwise requires: (i) words in the singular shall include the plural and in the plural shall include the singular; (ii) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time; and (iii) 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, description, definition, phrase or term preceding those terms.
- 1.3. 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

2. Licence

- 2.1. In consideration of the Fee paid by the Customer to the Supplier, the Supplier grants to the Customer a non-exclusive, non-transferable licence to use the Software and the Documents for the Term for the Licensed Venue(s) in accordance with this Licence.
- 2.2. The initial term of the Licence is three (3) months from the Order Date set out in the Purchase Authorisation Form (**Initial Term**). The Customer may terminate the Licence after the Initial Term by giving the Supplier not less than fourteen (14) days written notice of termination prior to the expiry of the Initial Term. If the Customer does not terminate the Licence at the end of the Initial Term, the Licence will continue for a further nine (9) months. The Customer may then terminate the Licence after this nine (9) month period by giving the Supplier not less than fourteen (14) days written notice of termination prior to the expiry of the nine (9) month period and if the Customer does not terminate the Licence at the end of such period, the Licence will automatically renew for additional twelve (12) month periods until terminated by either party [giving not less than fourteen (14) days written notice of termination to the other prior to the expiry of the then current twelve (12) month period. This clause 2.2 is without prejudice to the parties' rights of termination under clause 8 (Termination) of this Licence.
- 2.3. Customer may access the Software via the Website and using an assigned username and password which Supplier shall provide and which is strictly for the use of designated employees of the Customer for the Licensed Venues only. There are no restrictions on the number of Customer's employees at a Licensed Venue who can access the Software or the day or times the Software may be accessed by a Licensed Venue. The Customer shall use the Software only for its internal business purposes at the Licensed Venue(s), for processing customer bookings and associated tasks for such Licensed Venue(s).
- 2.4. The Customer may not use the Software other than as specified in this clause 2 without the prior written consent of the Supplier and the Customer acknowledges that additional fees may be payable on any change of use or increase in Licensed Venues approved by the Supplier.

- 2.5. Except as expressly permitted in this Licence or under applicable law, the Customer undertakes
 - 2.5.1. not (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, or create derivative works based on the whole or any part of the Software or Documents nor attempt to do any such thing except to the extent that such actions are permitted by applicable law;
 - 2.5.2. not to rent, lease, sub-license, loan, translate, merge, vary or modify the Software or Documents;
 - 2.5.3. not to make alterations to, or modifications of, the whole or any part of the Software or Documents, nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;
 - 2.5.4. to keep access to the Software and Documents secure and to maintain accurate and up-to-date records of the number and locations of all access rights to the Software at each Licensed Venue; and
 - 2.5.5. to supervise and control use of the Software and ensure that the Software is used by your employees and representatives in accordance with the terms of this Licence.
 - 2.6. The Customer shall not without the prior written consent of the Supplier: (a) sub-license, assign or novate the benefit or burden of the Licence in whole or in part; or (b) deal in any other manner with any or all of its rights and obligations under this Licence.
 - 2.7. The Supplier 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 the Customer.
 - 2.8. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
 - 2.9. The Customer shall notify the Supplier as soon as it becomes aware of any unauthorized use of the Software by any person.
 - 2.10. Supplier shall provide Support Services for the Software in accordance with the terms of the Support Services SLA, provided to Customer with the Purchase Authorisation Form. Supplier may access the Customer's bookings data logged on the Software for purposes of providing Support Services and for obtaining statistical industry analysis and may check availability at The Customer's venue(s) as listed in the Purchase Agreement in order to recommend The Customer's venue(s) to customers on DesignMyNight.com. The supplier shall not change any Customer data or share, sell or pass on any Customer data to any third parties and any customer data collected on The Customer's booking widget or added to The Software is solely the property of The Customer.
 - 2.11. All data for enquiries or bookings made on the DesignMyNight.com consumer website for a partner venue are accessible to the employees of WFL Media Ltd; this can involve data analysis, as well as the employees of WFL Media Ltd contacting clients to check on the progress of their booking, trying to re-allocate rejected bookings, or to follow up with phone calls or emails for customer service analysis
 - 2.12. Except as otherwise set out in this Licence, Supplier expressly reserves all rights to the Software, including without limitation, to publish, duplicate, process, use or exploit the Software.
- 3. Fees**
- 3.1. The Customer shall pay the Fee set out in the Purchase Authorisation Form in full and in cleared funds by Direct Debit on the first banking day of every month during the Term of the Licence.
 - 3.2. For purposes of administration of this Licence, Supplier will require certain Customer data to be provided to it (including without limitation Customer name, address and payment and credit details). The Customer hereby consents to Supplier's processing of such Customer data and agrees that such Customer data may be held by Supplier to administer this Agreement, including for the provision of Support Services, and submitted to credit reference agencies, as may be required.
 - 3.3. The parties agree that the Supplier may review and increase the Fee not more than once in any 6 month period. The Supplier will notify the Customer in writing in advance of any such increase at least thirty (30) days prior to the proposed increase. If such increase is not

acceptable to the Customer, it may terminate the Licence by giving not less than 14 days' notice to expire no later than the date of the proposed increase.

- 3.4. All Fees and other sums payable under this Licence are exclusive of VAT, for which the Customer shall be responsible.
- 3.5. If the Customer fails to make any payment due to the Supplier under the Agreement by the due date for payment, then, without limiting the Supplier's remedies under the Agreement, the Supplier shall be entitled to charge Customer interest on the overdue amount at the rate of 4% per annum above the base rate of National Westminster Bank 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. The Customer shall pay the interest together with the overdue amount.
- 3.6. Supplier may refer bookings to Customer via its Website using the Software and in such event Supplier shall charge Customer a Referral Fee for such completed referral bookings at the rates set out in the Purchase Authorisation Form. Supplier shall invoice Customer any applicable Referral Fees at the end of each month and collect from Customer any applicable Referral Fees in full and in cleared funds by Direct Debit on the fifteenth (15th) day of the following month during the Term of the Licence. .
- 3.7. If Customer chooses to use the Payment System feature of the Software, Customer shall pay the applicable Payment System Fees for the option of Payment System it chooses as set out in the Purchase Authorisation Form. Supplier shall invoice Customer any applicable Payment System Fees at the end of each month during the Term and collect from Customer any applicable Payment System Fees in full and in cleared funds by Direct Debit in the following month as set out in the Purchase Authorisation Form. Customer acknowledges and agrees that if Supplier is charged back any fees in respect of any transactions of Customer through the use of the Payment System, Supplier shall claim such fees back from Customer and Customer is solely responsible for such fees.

4. Confidentiality

- 4.1. Except as permitted by clause 4.2, each party undertakes that it shall not at any time during the Term and for a period of two years after termination or expiration of this Licence disclose to any third party any confidential information disclosed to it by the other party concerning the business and/or affairs of the other party, including without limitation information relating to a party's operations, technical or commercial know-how, specifications, inventions, processes or initiatives, plans, product information, pricing information, know-how, designs, trade secrets, software, documents, data and information which, when provided by one party to the other: a) are clearly identified as "Confidential" or "Proprietary" or are marked with a similar legend; b) are disclosed orally or visually, identified as Confidential Information at the time of disclosure and confirmed as Confidential Information in writing within 10 days; or c) a reasonable person would understand to be confidential or proprietary at the time of disclosure (**Confidential Information**). Supplier Confidential Information includes without limitation the Software and Documents. Each party agrees that it shall take all reasonable measures to protect the secrecy of, and avoid disclosure or use of, Confidential Information of the other party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorised under this Licence. Such measures shall include, but not be limited to, the highest degree of care that the receiving party utilises to protect its own Confidential Information of a similar nature, which shall be no less than reasonable care. Each party agrees to notify the other in writing of any actual or suspected misuse, misappropriation or unauthorised disclosure of Confidential Information of the disclosing party which may come to the receiving party's attention.
- 4.2. Each party and its Associated Companies may disclose the other party's Confidential Information to its employees, officers, agents, consultants or sub-contractors (**Representatives**) who need to know such information for the purposes of carrying out its obligations under this Licence, provided that the disclosing party takes all reasonable steps to ensure that its Representatives comply with the confidentiality obligations contained in this clause 4; and as

may be required by law, court order or any governmental or regulatory authority. The disclosing party shall be responsible for its Representatives' compliance with the confidentiality obligations set out in this clause.

- 4.3. Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this Licence are granted to the other party or are to be implied from this Licence. In particular, no licence is hereby granted directly or indirectly under any Intellectual Property Right held, made, obtained or licensable by either party now or in the future.
- 4.4. Notwithstanding the foregoing, the receiving party shall have no liability to the disclosing party with regard to any Confidential Information which the receiving party can prove:
 - 4.4.1. was in or has entered the public domain at the time it was disclosed through no fault of the receiving party;
 - 4.4.2. was known to the receiving party, without restriction, at the time of disclosure;
 - 4.4.3. is disclosed with the prior written approval of the disclosing party;
 - 4.4.4. was independently developed by the receiving party without any use of the Confidential Information;
 - 4.4.5. becomes known to the receiving party, without restriction, from a source other than the disclosing party, without breach of this Licence by the receiving party and otherwise not in violation of the disclosing party's rights; or
 - 4.4.6. is disclosed pursuant to an order of a court or other governmental or regulatory body; provided that the receiving party shall, to the extent permitted by law, provide the disclosing party with prompt notice of such court order to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure.
5. Limited Software Warranty and Warranty of Customer
 - 5.1. Subject to clause 5.2, Supplier warrants for a period of ninety (90) days from the Order Date set out in the Purchase Authorisation Form (**Warranty Period**), that the Software will perform as specified in the Documents, when used in accordance with the Documents and this Licence.
 - 5.2. The Supplier does not warrant
 - 5.2.1. that the use of the Software will be uninterrupted or error-free;
 - 5.2.2. the performance of the Software outside the scope of the Documents; or
 - 5.2.3. that the Software has been developed to meet the individual requirements of Customer
 - 5.3. Should a warranty breach occur during the Warranty Period and the Customer notifies Supplier within the Warranty Period and provides all the information that may be necessary to assist Supplier in resolving the defect or fault, Supplier will, at its sole option and expense either repair or replace the Software or parts therein; and if Supplier cannot reasonable repair or replace the Software or parts therein, then Supplier shall at its option refund the Fee paid for the Software or parts therein and terminate Customer's right and licence to use the Software.
 - 5.4. To the maximum extent permitted by applicable law, the warranties and remedies provided in this clause 5 are exclusive and in lieu of all other warranties, terms and conditions, express, implied or statutory, including warranties, terms and conditions of merchantability, accuracy, correspondence with description, fitness for a purpose, satisfactory quality and non-infringement, all of which are, to the maximum extent permitted by applicable law, expressly disclaimed by Supplier.
 - 5.5. The Customer represents and warrants that the person entering into or otherwise accepting this Agreement on behalf of the Customer is duly authorized and has legal capacity to do so. The Customer represents and warrants to the Supplier that its acceptance of this Licence and the performance of its obligations under the Agreement have been duly authorized and that the Agreement is binding on the Customer and enforceable in accordance with its terms.
6. **Limitation of Liability**
 - 6.1. Subject to clause 6.2: the aggregate liability of Supplier for or in respect of any loss or damage suffered by Customer (whether due to breach of contract, tort (including negligence) or otherwise) under or in connection with this Agreement and the use of the Software,

Documents and Support Services shall not exceed the Fees paid by Customer.

- 6.2. The exclusions in clause 6 shall apply to the fullest extent permissible at law, but the Supplier does not exclude liability for: death or personal injury caused by the negligence of the Supplier, its officers, employees, contractors or agents; fraud or fraudulent misrepresentation; or any other liability which may not be excluded by applicable law.
- 6.3. Subject to clause 6.2, Supplier shall have no liability for any special, indirect or consequential losses or damages of any kind which may be suffered by the Customer (or any person claiming under or through the Customer) in connection with this Agreement or for loss of profits, anticipated savings, business opportunity, goodwill, or data (including corruption of or damage to data) whether or not such losses or damages are foreseeable; and whether the same arise in contract, tort (including negligence) or otherwise.

7. Intellectual Property and Indemnity

- 7.1. The Customer acknowledges that all Intellectual Property Rights in the Software and Documents (and as may be updated from time to time) belong and shall remain with the Supplier and the Customer shall have no rights, title, ownership or interest in or to any Intellectual Property Rights in the Software and Documents other than the right to use it in accordance with the terms of this Licence.
- 7.2. The Supplier undertakes at its own expense to defend the Customer or, at its option, settle any claim or action brought against the Customer alleging that the proper use of the Software by Customer in accordance with this Licence infringes the copyright of a third party in the United Kingdom (**Claim**) and shall be responsible for any damages awarded against the Customer or agreed upon in settlement by Supplier as a result of or in connection with any such Claim in accordance with the terms set out below. For the avoidance of doubt, this clause 7.2 shall not apply where the Claim in question is attributable to
 - 7.2.1. use of the Software (or any part thereof) by the Customer other than in accordance with this Licence;
 - 7.2.2. use of the Software in combination with any hardware or software not supplied or specified by the Supplier if the infringement would have been avoided by the use of the Software not so combined; or
 - 7.2.3. unauthorised changes to the Software carried out by the Customer, or at the Customer's request.
- 7.3. If a Claim is made against the Customer, the Supplier's obligations under clause 7.2 are conditional on the Customer:
 - 7.3.1. as soon as reasonably practicable, giving written notice of the Claim to the Supplier, specifying the nature of the Claim in reasonable detail;
 - 7.3.2. not making any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Supplier (such consent not to be unreasonably conditioned, withheld or delayed);
 - 7.3.3. permitting Supplier to control the defence and settlement of the Claim; and providing Supplier with reasonable information and assistance for the defence or settlement of the Claim; and
 - 7.3.4. using all commercially reasonable efforts to mitigate any loss, damage or costs related to the Claim.
- 7.4. If any Claim is made, or in the Supplier's reasonable opinion is likely to be made, against the Customer, the Supplier may at its sole option and expense:
 - 7.4.1. procure for the Customer the right to continue using the Software (or any part thereof) in accordance with this Licence;
 - 7.4.2. modify the Software so that it ceases to be infringing;
 - 7.4.3. replace the Software with non-infringing software; or
 - 7.4.4. if in Supplier's opinion none of the options above are commercially feasible, terminate the Licence 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

or disabling of access to the Software and all copies thereof.

- 7.5. This clause 7 constitutes the Customer's exclusive remedy and the Supplier's only liability in respect of Claims and, for the avoidance of doubt, is subject to clause

8. Termination

- 8.1. Without affecting any other right or remedy available to it, the Supplier may terminate the Agreement with immediate effect by giving written notice to the Customer if:
- 8.1.1. the Customer commits a material breach of any term(s) of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of seven days after being notified in writing to do so;
 - 8.1.2.
 - 8.1.3. the Customer 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;
 - 8.1.4. 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 the Customer; 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 Customer;
 - 8.1.5. a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer;
 - 8.1.6. any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 8.1(c) to clause 8.1(f) (inclusive); or
 - 8.1.7. the Customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 8.2. In addition to its rights of termination under clause 8.1, the Supplier shall be entitled to terminate the Agreement if the Customer fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 7 days after being notified in writing to make such payment.
- 8.3. 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 the Agreement shall remain in full force and effect.
- 8.4. Termination or expiry of the 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 this Agreement which existed at or before the date of termination or expiry.
- 8.5. On termination for any reason:
- 8.5.1. all rights granted to the Customer under this Agreement shall cease;
 - 8.5.2. the Customer shall cease all activities authorised by this Agreement;
 - 8.5.3. the Customer shall immediately pay to the Supplier any sums due to the Supplier under this Agreement up to the date of termination; and
 - 8.5.4. the Customer shall immediately destroy or return to the Supplier (at the Supplier's option) all copies of the Software and Documents then in its possession, custody or control and, in the case of destruction, certify to the Supplier that it has done so; and
 - 8.5.5. each party shall return to the other all Confidential Information of the other party.

9. General

- 9.1. **Waiver.** 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.

Entire Agreement. This Agreement contains the whole agreement between the parties relating to the subject matter hereof, supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter excluding the Customer's purchase order or

confirmation of order. Each party acknowledges that, in entering into the 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 the Agreement or not) (Representation) other than as expressly set out in this Agreement. 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.

- 9.2. **Amendments.** No variation of this Agreement shall be effective unless it is amended in writing and signed by an authorized representative of each party.
- 9.3. **Invalidity.** 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.
- 9.4. **Third Party Rights.** 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.
- 9.5. **Independent Contractors.** 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.
- 9.6. **Non-Solicitation.** The Customer shall not, without the prior written consent of the Supplier, at any time from the date of this Agreement to the expiry of 6 months after termination or expiry of the Agreement, solicit or entice away from the Supplier or employ (or attempt to employ) any person who is, or has been, engaged as an employee, consultant or subcontractor of the Supplier in connection with the Agreement.
- 9.7. **Force Majeure.** Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.
- 9.8. **Notices.** Any notice given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office or its principal place of business.'
- 9.9. **Governing Law.** This Agreement and any dispute or claim arising out of or in connection with them or their 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 Licence or their subject matter or formation (including non-contractual disputes or claims).