

STANDARD TERMS

1. INTERPRETATION

1.1. In this Agreement the following words and phrases will have the following meanings:

“Agreement”	the Transaction Details, these Standard Terms, together with the appropriate service terms as further described in the Transaction Details;
“Applicable Laws”	the laws of England and the European Union and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Services or the supply of Software;
“Charges”	the charges payable by the Customer as specified in the Transaction Details;
“Confidential Information”	any proprietary information belonging to either party including technical information and data, trade secrets or know-how, past, present or future research information, product plans, products, services, markets, Customer lists and Customers, users or potential users of any such information created or used in the provision of the Services, developments, inventions, processes, formulae, technology, designs, drawings, and other business and finance information and any and all information derived or obtained from any such information, and any other information clearly designated as being confidential (whether or not it is marked as confidential) or which ought reasonably to be considered to be confidential;
“Customer”	the customer as identified in the Transaction Details;
“Customer Location”	any location under the control of the Customer where Software is to be used or Services performed;
“Data Protection Legislation”	the Data Protection Act 1998, the General Data Protection Regulation 2016/679/EU, and all Applicable Laws and regulations relating to the processing of Personal Data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;

“Intellectual Property Rights”	all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in Confidential Information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
“IPV”	IPV Limited, as further described in the Transaction Details;
“IPV Software”	any software and related Product Documentation which is proprietary to IPV and supplied under this agreement, as set out in the Transaction Details, excluding Third-Party Software;
“Licensed Software”	the IPV Software and the Third-Party Software;
“Normal Business Hours”	9.00 am to 5.00 pm local UK time, on each Working Day;
“Personal Data”	shall have the meaning set out in the Data Protection Legislation;
“Product Documentation”	documentation supplied to the Customer by IPV describing the functionality or operation of the Software;
“Renewal Period”	the renewal period specified in section 4 the Transaction Details, or where no such period is specified, a period of 12 calendar months;
“RPI”	the Retail Prices Index published by the Office of National Statistics or any successor index or replacement organisation;
“Services”	the services set out in the Transaction Details, to be provided by IPV in accordance with this Agreement;
“Third-Party Software”	any software, the Intellectual Property Rights in which are owned by a third-party, supplied by IPV under this Agreement
“Transaction Details”	the document headed “Transaction details” signed by both IPV and the Customer;
“Working Day”	any day which is not a Saturday, Sunday or public holiday in England.

- 1.2. The headings contained in this Agreement are for convenience of reference only and shall not affect its interpretation or construction.
- 1.3. Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa, references to any gender shall include all other genders and references to persons shall include natural persons, bodies corporate, unincorporated associations, governments, states, trusts and partnerships, in each case whether or not having a separate legal personality.
- 1.4. The words and phrases “including” and “in particular” shall be without limitation to the generality of any preceding words and any preceding words shall not be construed as being limited to a particular class where a wider interpretation of those words and phrases is possible.
- 1.5. Any reference to “writing” or “written” includes faxes and email.
- 1.6. References to any statute, enactment, order, regulation or other similar instrument shall be construed as references to the same as amended by or as contained in any subsequent re-enactment, modification or statutory extension thereof.
- 1.7. In the event of any conflict between the provisions of this agreement, the following order of priority shall prevail:
 - 1.7.1. The Transaction Details;
 - 1.7.2. The Licence;
 - 1.7.3. The Maintenance and Support Terms;
 - 1.7.4. The Professional Services Terms;
 - 1.7.5. The Standard Terms; and
 - 1.7.6. Any statements of work as may be annexed to any of the documents specified in clauses 1.7.1 to 1.7.5 inclusive.

2. SOFTWARE

Supply and Use

- 2.1. IPV shall, in consideration of the payment of the relevant Charges, supply the Licensed Software to the Customer

3. SERVICES

- 3.1. IPV will provide and perform the Services with reasonable care and skill in a professional and workmanlike manner in accordance with the Transaction Details, the applicable terms incorporated by reference as stated in the Transaction Details, and any Statement of work annexed thereto.
- 3.2. If IPV fails to provide the Services in accordance with clause 3.1, the Customer’s sole and exclusive remedy shall be the correction of such failure by IPV within a reasonable time after written notice from

the Customer specifying the nature of such failure.

- 3.3. IPV will take all reasonable measures (including, by way of example, the use of appropriate security procedures and reputable and up-to-date security software) to ensure that the Licensed Software is delivered to the customer free from viruses and other malicious code.

4. DELIVERY

- 4.1. The Customer shall at its own expense supply IPV in a timely manner with all documents or other materials, data and other information reasonably required by IPV for the provision of the Licensed Software and/or Services in accordance with this Agreement.
- 4.2. IPV will use all reasonable endeavours to meet any agreed delivery date but the Customer acknowledges that any such date is only an estimate, and time for delivery shall not be of the essence of this Agreement. IPV shall not be liable for any damages whatsoever whether direct or indirect (including for the avoidance of doubt any liability to any third-party) resulting from any failure or delay by IPV in delivery of the Licensed Software or providing the Services due to any cause beyond its reasonable control in which case clause 13.4 shall apply.
- 4.3. On IPV notifying the Customer that IPV is ready to supply any Services which have been agreed to be supplied on-site, the Customer shall provide IPV with access to the Customer Location or any other relevant place under the control of the Customer and agreed with IPV in writing, at a time and date agreed between the parties.
- 4.4. Risk in the Software shall pass to the Customer when the Software is delivered in accordance with this clause.
- 4.5. Delivery and acceptance shall be deemed to occur in the manner set out below:

Delivery Method	Delivery Occurs When
Download	IPV provides the Customer with valid details or credentials necessary to download the Software.
Activation key	IPV provides a valid Software activation key.
Physical disk or drive containing the Software	The disk or drive is provided to the Customer at the Customer's premises.

5. CHARGES AND PAYMENT

- 5.1. In consideration of IPV's supply of any Licensed Software or Services, the Customer will pay the Charges in accordance with this Agreement.
- 5.2. All Charges and any other payments to be made by the Customer under this Agreement are exclusive of VAT and any other similar taxes, or other deductions or withholdings, which taxes shall be payable in

addition by the Customer at the rate and in the manner prescribed from time to time by law.

- 5.3. The Charges will be payable in accordance with the Transaction Details.
- 5.4. Time for payment of any Charges shall be of the essence of this Agreement.
- 5.5. The Customer shall not be entitled to withhold payment of any Charges or other amount due to IPV by reason of any right of set off or counterclaim which the Customer may have or allege to have for any reason.
- 5.6. IPV shall be entitled to adjust the price of the Licensed Software and/or Services as at the time of delivery by such amount as may be necessary to cover:
 - 5.6.1. any increase in time taken to provide the Services over estimates provided;
 - 5.6.2. any increase in any direct or indirect costs of providing the Services sustained by IPV after the date of acceptance of the Customer's order; and/or
 - 5.6.3. any costs and expenses including but not limited to the expense of IPV's employees' time from the Customer's failure to comply with any of the Customer obligations under this Agreement.
- 5.7. Charges will be subject to review with effect from the end of the Initial Term and any Renewal Period (the "Review Date").
- 5.8. On no less than two (2) months' written notice to the Customer prior to a Review date, IPV may make an adjustment to the Charges with respect to the upcoming Renewal Period, in the event of fluctuations between the exchange rate of pounds sterling and the currency of payment of the Charges. Any such adjustment shall be capped at 5% in either direction.
- 5.9. Upon no less than two (2) months' written notice to the Customer prior to a Review Date, IPV may increase the Charges by a percentage equal to the percentage increase in the RPI for the Initial Term or the relevant Renewal Period, as appropriate. Such increase shall be subject to a maximum of 5%. For the avoidance of doubt, adjustments to the Charges shall be made in the order herein listed.
- 5.10. If the Customer fails to pay any Charges or any other sum due to IPV on the due date, IPV shall be entitled to do any one or more of the following (without prejudice to any other right or remedy it may have):-
 - 5.10.1. require payment in cleared funds in advance of further provision of Services;
 - 5.10.2. terminate any licence granted under this Agreement;
 - 5.10.3. suspend any further provision of Services;
 - 5.10.4. demand immediate payment of other monies due to IPV from the Customer under this or any other agreement;
 - 5.10.5. charge interest on monies outstanding from the Customer to IPV in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 from the due date until payment is received after as well as before judgment.
- 5.11. The Customer shall reimburse IPV for its costs including legal costs on an indemnity basis incurred in enforcing its rights under this Agreement including but not limited to recovery of any sums due. Such

sums shall be in addition to any statutory compensation recoverable by IPV under the Late Payment of Commercial Debts Regulations 2002.

Expenses

- 5.12. If IPV agrees to provide Services at the Customer Location or any other location, the Customer will pay IPV's expenses in accordance with IPV's then-current expenses policy.

6. LIMITATION OF LIABILITY

- 6.1. This clause 6 sets out IPV's entire liability (including any liability for the acts and omissions of its employees, agents and sub-contractors) to the Customer in respect of:

- 6.1.1. any breach of IPV's contractual obligations arising under this Agreement; and
- 6.1.2. any representation, statement or tortious act or omission including negligence arising under or in connection with this Agreement;

(an "Event of Default").

- 6.2. IPV's liability to the Customer for:

- 6.2.1. fraud or fraudulent misrepresentation;
- 6.2.2. death or injury resulting from negligence by IPV or any of its employees, agents or subcontractors; and
- 6.2.3. all damage suffered by the Customer as a result of any breach of the implied statutory undertakings as to title, quiet possession and freedom from encumbrances shall not be limited.

- 6.3. Subject to clause 6.2, IPV's entire liability to the Customer in respect of damage to tangible property of the Customer resulting from the negligence of IPV or its employees, agents or sub-contractors shall be limited to the sum of one million pounds (1,000,000) pounds.

- 6.4. Subject to clauses 6.2 and 6.3, IPV's entire liability in respect of any one Event of Default or series of related Events of Default shall be limited to the sum equal to 100% of the Charges for the Goods and/or Services paid or payable in respect of the period of 12 months immediately preceding the Event of Default, or the first of any series of related Events of Default, giving rise to the claim.

- 6.5. Subject to clause 6.2, IPV shall not be liable to the Customer in respect of any Event of Default for:

- 6.5.1. loss of profits;
- 6.5.2. loss of revenue;
- 6.5.3. loss of business;
- 6.5.4. loss of goodwill;
- 6.5.5. loss or damage to or corruption of data;
- 6.5.6. loss of opportunity; or
- 6.5.7. any type of special indirect or consequential loss

(including loss or damage suffered by the Customer as a result of an action brought by a third party)

even if such loss was reasonably foreseeable or IPV had been advised of the possibility of the Customer incurring the same.

- 6.6. Except in the case of an Event of Default arising under clause 6.2 above IPV shall have no liability to the Customer in respect of any Event of Default unless the Customer shall have served notice of the same upon IPV within ninety (90) days of the date it became aware of the circumstances giving rise to the Event of Default or the date when the Customer ought reasonably to have become so aware.
- 6.7. Nothing in this clause 6 shall confer any right or remedy upon the Customer to which it would not otherwise be legally entitled.
- 6.8. Notwithstanding the provisions of this clause 6 and subject always to clause 6.2 IPV's liability in respect of an Event of Default relating to or arising in connection with Third Party Software will not exceed the relevant licensor's liability to IPV or IPV's liability to the Customer under this clause 6 whichever is the lesser.
- 6.9. The Customer will in no circumstances make any claim against any officer, employee or agent of IPV in respect of anything done or omitted to be done in respect of or in relation to any Services.
- 6.10. IPV will incur no liability for loss as a result of IPV's compliance with the directions of a court of competent jurisdiction.

7. TERM AND TERMINATION

- 7.1. This agreement shall commence on the date upon which the relevant Transaction Details are signed by both parties, and shall continue for the Initial Term. After the Initial Term (or any extension thereof), this agreement shall automatically continue for successive Renewal Periods unless either party provides at least 1 month's written notice of non-renewal to the other party prior to the commencement of such Renewal Period (all such Renewal Periods together with the Initial Term shall constitute the "Term").
- 7.2. Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate this Agreement without liability to the other:
 - 7.2.1. if the other party commits a material breach of any of the provisions of this Agreement and, in the case of a breach capable of remedy, fails to remedy the breach within thirty (30) days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied; or
 - 7.2.2. if the other party repeatedly breaches any of the material terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement; or
 - 7.2.3. upon the other party passing a resolution for winding-up or having a petition to wind up presented against it or going into liquidation, whether voluntary or compulsory (save for the purposes of amalgamation or reconstruction where the amalgamated or reconstructed company agrees to adhere to this Agreement) or suffering a winding-up order being made against it or going into administration; or
 - 7.2.4. if the other party proposes a voluntary arrangement within the meaning of Section 1 or Section 253 of the Insolvency Act 1986, or an interim order is made in relation to the Supplier under Section 252 of the Insolvency Act 1986, or any other steps are taken or

negotiations commenced by that party or any of its creditors with a view to proposing any kind of composition, compromise or arrangement involving the other party and any of its creditors;

- 7.2.5. if a receiver or administrative receiver or administrator is appointed or an encumbrancer takes possession of the undertaking or assets (or any part thereof) of the other party; or
- 7.2.6. if the other party is unable to pay its debts (within the meaning of Section 123 of the Insolvency Act 1986 or any statutory re-enactment or modification thereof) or ceases to or threatens to cease to carry on its business or enters into a composition with its creditors; or
- 7.2.7. the other party takes or suffers any action similar or analogous to the events described in clauses 7.2.3 to 7.2.6 in any jurisdiction in consequence of debt; or
- 7.2.8. there is a change of control of the other party within the meaning of section 840 of the Income and Corporation Taxes Act 1988.

7.3. On termination of this Agreement for any reason:

- 7.3.1. all licences granted under this Agreement shall immediately terminate;
- 7.3.2. each party shall return and make no further use of any Licensed Software, Product Documentation or any other items (and all copies of them) belonging to the other party; and
- 7.3.3. the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

8. CONFIDENTIALITY

8.1. Each party shall, in respect of the Confidential Information of the other of which it is the recipient:

- 8.1.1. keep the Confidential Information confidential using no less degree of skill and care than it uses for its own similarly sensitive information (and in no event less than a reasonable standard of care) and not disclose any part of such Confidential Information to any person except as permitted by or as required for the proper performance of this Agreement;
- 8.1.2. take all reasonable steps to prevent unauthorised access to the Confidential Information; and
- 8.1.3. not use the Confidential Information other than for the purposes set out in this Agreement.

8.2. The parties may disclose the Confidential Information to, and allow its use in accordance with this Agreement by, the following (as long as the conditions in clause 8.3 are met):

- 8.2.1. employees and officers of the recipient who necessarily require it as a consequence of the performance of the recipient's obligations under this Agreement;
- 8.2.2. the recipient's auditors and professional advisors solely for the purposes of providing professional advice and any other persons or bodies having a legal right or duty to have access to, or knowledge of, the Confidential Information in connection with the business of

the recipient; and

8.2.3. the recipient's agents and sub-contractors who necessarily require it as a consequence of the performance of their obligations under this Agreement.

8.3. As a condition of the rights set out in clause 8.2 the party wishing to exercise those rights must:

8.3.1. ensure that any party to whom it discloses Confidential Information is under an obligation of confidentiality in relation to such Confidential Information; and

8.3.2. ensure that such persons observe the restrictions in this clause 8.

8.4. The restrictions in clause 8.1 do not apply to any information to the extent that it:

8.4.1. is or comes within the public domain other than through a breach of this clause 8; or

8.4.2. is in the recipient's possession (with full right to disclose) before receiving it from the other party; or

8.4.3. is lawfully received from a third party (with full right to disclose); or

8.4.4. can be shown by the recipient to have been independently developed without access to or use of the Confidential Information; or

8.4.5. is required to be disclosed by any court of competent jurisdiction or by a governmental or regulatory authority or where there is a legal right, duty or requirement to disclose. In such event, the recipient will (and without breaching any legal or regulatory requirement) where reasonably practicable and lawful to do so give the discloser prompt notice in writing of the requirement to disclose and an opportunity to make representations regarding any proposed disclosure.

8.5. Each party to this Agreement shall promptly notify the other party if it becomes aware of any breach of confidence by any person to whom it divulges all or any part of the Confidential Information and shall give the other party all reasonable assistance in connection with any proceedings which the other party may institute against such person for breach of confidence.

8.6. The obligations in this clause 8 as to confidentiality shall remain in full force and effect notwithstanding any termination of this Agreement.

9. NOTICES

9.1. Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in the Transaction Details, or such other address as may have been notified by that party for such purposes.

9.2. A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by fax shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by

the sender).

10. ENTIRE AGREEMENT

- 10.1. This Agreement and any document referred to in it constitute the whole and only agreement and understanding between the parties relating to its subject matter and supersedes and extinguishes any drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, between the parties in connection with the subject matter of this Agreement whether existing prior to or at the same time as this Agreement.
- 10.2. The Customer acknowledges that brochures, catalogues, technical circulars, price lists and other literature including electronic information and data supplied by IPV are for the Customer's general guidance only and statements made and illustrations contained therein (in the absence of fraud on IPV's part) shall not form part of this Agreement nor constitute representations by IPV.
- 10.3. No terms/conditions contained in attached to or referenced in any purchase order issued by the Customer relating to the subject matter of this Agreement, shall have any effect, and such purchase order shall be accepted by IPV for the sole purpose of referencing invoices

11. EMPLOYEES

- 11.1. The Customer shall not, without IPV's prior written consent, solicit or otherwise actively initiate recruitment of any of IPV's personnel engaged in the performance of any Services during the life of, or for a period of twelve (12) months from expiry or termination of this Agreement.
- 11.2. If the Customer breaches clause 11.1, it shall pay IPV a sum equivalent to thirty (30) per cent of the gross annual salary payable by the Customer to the personnel concerned, in recognition of the value of the personnel to IPV and the inconvenience which would be caused. The Customer agrees that this sum is a genuine pre-estimate of the loss likely to be suffered by IPV in these circumstances.
- 11.3. Clause 11.1 above shall not apply to restrict either party from employing (or offering to employ) any personnel who have responded (without solicitation) to general and genuine recruitment advertising issued by or on behalf of the other party.
- 11.4. During the term of this Agreement the Customer shall ensure that any areas of the Customer Location to which IPV's employees or contractors shall have access in the course of performing IPV's obligations under this Agreement shall:
- 11.4.1. comply with all current Health and Safety requirements;
 - 11.4.2. allow safe access and working for IPV employees;
 - 11.4.3. provide adequate service access space for use by delivery people, engineers, or others, whether directly employed by IPV or otherwise, who may require access to the Customer Location.
- 11.5. The Customer will indemnify and keep indemnified IPV against all claims, loss, damages, costs including legal costs, on an indemnity basis incurred, awarded against or agreed to be paid by IPV arising from

any breach by the Customer of the Customer obligations in this clause 11.

12. ASSIGNMENT AND SUBCONTRACTING

- 12.1. The Customer shall not, without the prior written consent of IPV, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 12.2. IPV may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

13. GENERAL

- 13.1. No purported amendment or variation of this Agreement shall be effective unless it is set out in writing, expressed to amend this Agreement and signed by an authorised signatory of both parties.
- 13.2. the Customer is solely responsible for obtaining, at its own cost, such import licences and other consents in relation to the Licensed Software and the Services as are required from time to time and, if required by IPV, the Customer shall make those licences and consents available to IPV prior to delivery of the relevant Licensed Software, or performance of the relevant Services. The Customer is responsible for ensuring the Licensed Software complies with Applicable Law and shall undertake any and all testing necessary to ensure such compliance at its own cost.
- 13.3. Neither party shall export, directly or indirectly, any technical data acquired from the other party under the Agreement (or any products, including Licensed Software, incorporating any such data) in breach of any Applicable Laws, in particular those related to the export of sensitive materials ("Export Control Laws"), including United States export laws and regulations, to any country for which the government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval. Each party undertakes:
- 13.3.1. contractually to oblige any third-party to whom it discloses or transfers any such data or products to make an undertaking to it in similar terms to the one set out above; and
 - 13.3.2. if requested, to provide the other party with any reasonable assistance, at the reasonable cost of the other party, to enable it to perform any activity required by any competent government or agency in any relevant jurisdiction for the purpose of compliance with any export control laws as may apply in that jurisdiction.
- 13.4. IPV shall not be deemed to be in breach of contract nor liable for any delays or failures to perform any of its obligations under this Agreement due to any cause beyond its reasonable control including but not limited to terrorist action, air strike, industrial action, import or export regulations or embargoes, restraints or delays affecting carriers, difficulties in obtaining materials, parts, components, labour or fuel, power failure or breakdown in machinery. Should any such event occur IPV reserves the right to cancel or suspend by notice in writing all or any part of this Agreement without incurring any liability and the Customer will be liable to pay any remaining licence fee or the cost of any Services provided prior to any such cancellation.
- 13.5. Any waiver of any right, power or remedy under this Agreement must be in writing and may be given subject to any conditions thought fit by the grantor. Unless otherwise expressly stated, any waiver shall be effective only in the instance and only for the purpose for which it is given, and shall not be deemed

to be a waiver of any subsequent or other breach of that or any other provision.

- 13.6. If any provision of this Agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the validity of the other provisions shall not be affected and shall remain in full force and effect.
- 13.7. Unless otherwise expressed to the contrary in this Agreement, nothing in this Agreement confers or purports to confer any right to enforce any of its terms on any person who is not a party to it.
- 13.8. The Customer agrees that any information collected by IPV in the fulfilment of this Agreement (including but not limited to information collected during order processing, delivery, installation, support, maintenance, and billing of any Services) (“**Data**”) may for the purposes of fulfilling its obligations under this Agreement be processed by IPV, its provisioning entities affiliates and agents both within and outside the European Economic Area, and outside the country where the Data is collected.

14. DATA PROTECTION

- 14.1. To the extent that IPV processes any Personal Data on the Customer's behalf when performing its obligations under this Agreement, the parties record their intention that the Customer shall be the data controller and IPV shall be a data processor and in any such case:
- 14.1.1. it shall act only on instructions from the Customer;
 - 14.1.2. it will ensure that persons authorized to process Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - 14.1.3. it will assist Customer with its obligation to respond to request for exercising data subject rights, insofar as this is possible and taking into account the nature of the processing;
 - 14.1.4. it will assist Customer in ensuring compliance with its obligations set forth in Articles 32 to 36 of the General Data Protection Regulation, taking into account the nature of processing and the information available to IPV;
 - 14.1.5. it will delete or return all Personal Data to Customer upon termination of this Agreement, as requested by Customer;
 - 14.1.6. it will make available to Customer all information necessary to demonstrate compliance with the obligations set forth under GDPR;
 - 14.1.7. it will inform Customer of any third parties processing Personal Data on IPV's behalf (sub-processors), allowing Customer the opportunity to object;
 - 14.1.8. it will ensure that any sub-processors engaged to process Personal Data are bound by the same obligations set forth in this Agreement with respect to processing Personal Data;
 - 14.1.9. it has in place appropriate technical and organisational security measures against unauthorised or unlawful processing of Personal Data and against accidental loss

or destruction of, or damage to, Personal Data; and

14.1.10. it will not transfer Personal Data to any country outside the European Economic Area without making use of one of the lawful mechanisms provided by the Data Protection Legislation.

14.2. The parties shall comply at all times with the Data Protection Legislation in the performance of this Agreement and shall not perform their obligations under this agreement in such a way as to cause the other party to breach any of its obligations under the Data Protection Legislation.

15. DISPUTE RESOLUTION

15.1. The parties shall attempt to resolve any dispute or issue relating to this Agreement through negotiations conducted in good faith between officers of the parties who have authority to resolve the matter. The aggrieved party shall notify the other party of the nature of the dispute in writing, providing as much detail as possible about the deficient performance of the other party.

15.2. A representative from senior management of each of the parties ('**Representatives**') shall meet in person or communicate by telephone as soon as practicably possible and, in any event, within five (5) Working Days of the date of the written notification in order to reach an agreement about the nature of the deficiency and the corrective action to be taken by the respective parties. The Representatives shall produce a report about the nature of the dispute in detail to their respective boards and if no agreement is reached on corrective action, then the chief executives (or equivalent) of each party shall meet in person or communicate by telephone, to facilitate an agreement as soon as practicably possible and, in any event, within five (5) Working Days of a written notice by one to the other.

15.3. If the dispute cannot be resolved at board level within a further twenty (20) Working Days, or if the agreed-upon completion dates in any written plan of corrective action are exceeded, the parties shall seek to resolve the dispute or difference amicably by using an Alternative Dispute Resolution ('**ADR**') procedure acceptable to both parties recommended by the Centre for Effective Dispute Resolution London ('**CEDR**') before pursuing any other remedies available to them.

15.4. If the matter has not been resolved by an ADR procedure within sixty (60) Working Days of the initiation of that procedure or any longer period if agreed, or if either party will not participate in an ADR procedure, the dispute shall be decided by the English courts in accordance with clause 16.

16. GOVERNING LAW AND JURISDICTION

16.1. This Agreement and any disputes or claims 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 English law.

16.2. The parties agree that subject to clause 16 the courts of England shall have exclusive jurisdiction over any claim or matter or to settle any dispute which may arise out of or in connection with this Agreement and that accordingly any proceedings may be brought in such courts.