

ROSETTA INGEST LICENCE AGREEMENT

PARTIES:

(1) **REGNOSYS LIMITED**, a company registered in England with company number 10244729, whose registered address is at 10 Finsbury Square, Runway East, London EC2A 1AF ("**REGnosys**"); and

(2) _____, a company registered in _____ with company number _____, whose registered office is at _____ (the "**Client**"),

each a "**party**" and together the "**parties**")

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 In this Licence Agreement, the following words and expressions shall have the following meanings unless the context otherwise requires:

"**Business Day**" means a day (not being a Saturday or Sunday) on which banks generally are open for business in London;

"**Confidential Information**" means any information which is identified as confidential or proprietary by either party or by the nature of which is clearly confidential, including (without limitation) information of commercial value, in whatever form or medium, disclosed by a party to the other party, including commercial or technical know-how, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing and marketing and including the Software or any of its constituent parts, and the Source Code relating to the Software or any such parts;

"**Dependencies**" means additional software, tools or libraries that are required to use the Software, as listed on <https://www.regnosys.com/rosetta-ingest/>, or as otherwise notified by REGnosys to the Client from time to time;

"**Documentation**" means the operating manuals, user instruction manuals, technical literature and all other related materials in human-readable and/or machine-readable forms made available by REGnosys in relation to the Software;

"**Extended Subscription Period**" has the meaning given to it in clause 3.4;

"**Fault**" means an error in the Software that causes it to fail to operate substantially in accordance with the Subscription Form, this Licence Agreement, and the relevant Documentation;

"Group" means, in relation to a company, that company, its subsidiaries, any company of which the company is a subsidiary from time to time (its holding company) and any other subsidiaries from time to time of that holding company;

"Intellectual Property Rights" means all intellectual property rights anywhere in the world, including, without limitation, any invention, copyrights, trade marks, trade names, business names, rights in get up and trade dress, goodwill and the right to sue for passing off or unfair competition, internet domain names, design rights, designs, service marks, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and any other rights of a similar nature whether or not any of the same are registered or unregistered or capable of protection by registration, 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;

"Licence" means the licence granted by REGnosys to the Client under clause 7;

"Licence Agreement" means this agreement between the Client and REGnosys, together with any Subscription Forms entered into by the Client and REGnosys;

"Licence Fees" means the licence fees for the Software set out in the Subscription Form;

"Licence Period" means the Subscription Period and any Extended Subscription Periods;

"REGnosys Bank Account" means the bank account identified in the Subscription Form, or as otherwise notified to the Client by REGnosys from time to time;

"Software" means the Rosetta Ingest software programs proprietary to REGnosys, which can be used to convert XML documents as CDM Java objects, together with any Updates;

"Source Code" means the source code of the software to which it relates, in the language in which the software was written, together with all related flow charts and technical documentation, all of a level sufficient to enable the Client's development personnel to understand, develop and maintain that software;

"Start Date" has the meaning given to it in clause 3.3;

"Subscription Form" means the subscription form describing the Software and setting out the Licence Fees, in the form (or substantially in the form) set out in Schedule 1, or as amended from time to time;

"Subscription Period" means the period set out in the Subscription Form, or as otherwise agreed between the parties;

"Support Services" means the services described in clause 5 to be provided by REGnosys to the Client;

"Third Party Licence Terms" has the meaning given in clause 8.2;

"Third Party Software" has the meaning given in clause 8.2;

"Trial" means a trial of the Software for the Trial Period;

"Trial Period" means, where a Trial has been agreed between the parties in the Subscription Form, a period of two weeks from the Start Date;

"Update" means a new version or new release of all or any part of the Software in which any previously identified faults have been remedied or to which any modification, enhancement, revision or update has been made, or to which a further function or functions have been added; and

"VAT" means value added tax.

1.2 In this Licence Agreement, unless the context otherwise requires:

- (a) a reference to a person shall be construed so as to include any individual, firm, body corporate (wherever incorporated), government, state or agency of a state or any joint venture, association, partnership, works council or employee representative body (in each case whether or not having separate legal personality);
- (b) reference to a **"party"** is to a party to this Licence Agreement;
- (c) the headings are inserted for convenience only and do not affect the construction or interpretation of this Licence Agreement;
- (d) words in the singular shall include the plural and vice versa;
- (e) a reference to one gender includes all genders;
- (f) if a period of time is specified and dates from a given day or the day of an act or event, it will be calculated exclusive of that day;
- (g) references to any English legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include that which in that jurisdiction most nearly approximates to the English legal term in question;
- (h) references to statutory provisions shall be construed as references to those provisions as respectively amended, consolidated, extended or re-enacted from time to time and shall include the corresponding provisions of any earlier

legislation (whether repealed or not) and any orders, regulations, instruments or other subordinate legislation made from time to time under the statute concerned;

- (i) a reference to "**includes**" or "**including**" will be construed as "includes without limitation" or "including without limitation" (as the case may be);
- (j) general words shall not be given a restrictive meaning by reason of their being preceded or followed by words indicating a particular class or examples of acts, matters or things; and
- (k) references to "**writing**" or "**written**" include any modes of reproducing words in a legible and non-transitory form but do not include writing on the screen of a visual display unit or other similar device.

2. COMMENCEMENT AND DURATION

- 2.1 This Licence Agreement shall commence on the date when it has been signed by both parties and shall continue until terminated in accordance with clause 2.2 or clause 15.
- 2.2 REGnosys may terminate this Licence Agreement at any time by giving notice in writing to the Client, provided that:
 - (a) where an unexpired Subscription Form is in place between the parties, such notice shall expire not earlier than the end of the initial Subscription Period or then current Extended Subscription Period; or
 - (b) where there is no current Subscription Form in place between the parties, such notice shall have immediate effect.

3. SUBSCRIPTIONS

- 3.1 The Client may request a Licence by agreeing and signing a Subscription Form with REGnosys.
- 3.2 Each Subscription Form shall be governed by, and form part of this Licence Agreement.
- 3.3 Each Subscription Form shall commence on the date it is signed by both parties (the "**Start Date**") and shall, subject to termination of this Licence Agreement in accordance with clause 15, continue for:
 - (a) the Trial Period; or
 - (b) the Subscription Period,(as applicable).
- 3.4 The initial Subscription Period shall automatically extend for a further Subscription Period (the "**Extended Subscription Period**") at the end of the initial Subscription Period and at

the end of each Extended Subscription Period thereafter, provided that no Licence Fees or other amounts are outstanding at such time.

4. SOFTWARE AND DOCUMENTATION

- 4.1 REGnosys shall, on the Start Date and (where applicable) at the start of each Extended Licence Period thereafter, deliver to the Client any access credentials required to use the Software.
- 4.2 REGnosys shall have no responsibility for the installation of Software or the provision of support (other than the Support Services), unless otherwise agreed by the parties in writing.
- 4.3 REGnosys shall make available to the Client, from time to time, copies of the Documentation containing sufficient up-to-date information for the proper use and maintenance (by Client) of the Software.
- 4.4 The Client may make such further copies of the Documentation as are reasonably necessary for the use and maintenance (by Client) of the Software and for the training of the Client's personnel in use of the Software. The Client shall ensure that all of REGnosys' proprietary notices are reproduced in any such copy.
- 4.5 The Client may provide copies of the Documentation to any third party who needs to know the information contained in it, provided that such third party first enters into a confidentiality obligation on terms no less onerous than those set out in this clause 14.
- 4.6 REGnosys shall obtain and maintain all necessary licences and consents and comply with all applicable legislation in relation to its provision of the Software in accordance with this Licence Agreement.

5. SUPPORT SERVICES

- 5.1 REGnosys shall use reasonable endeavours to provide a level of support that is appropriate to the nature of any issues requiring support, and such support shall be provided at REGnosys' sole discretion and at no additional charge to the Client.
- 5.2 The Client shall provide all support reasonably required by REGnosys to perform its obligations under this clause 5, including providing reasonably detailed descriptions of issues and updates on the performance of the Software.
- 5.3 In performing the Support Services, REGnosys shall comply with the Client's reasonable instructions to endeavour to minimise any disruption to the Client's business.

6. CLIENT'S OBLIGATIONS

- 6.1 The Client shall not, without REGnosys' prior written approval, allow any person other than a representative of REGnosys to modify, repair or maintain any part of the Software.

6.2 The Client shall:

- (a) ensure that its employees and other independent contractors provide reasonable co-operation to REGnosys in relation to the supply of the Support Services and performance of this Licence Agreement;
- (b) promptly provide such assistance, information and documents as REGnosys may reasonably request for the proper performance of its obligations under this Licence Agreement; and
- (c) grant to REGnosys such access to its offices or facilities as REGnosys may require from time to time in order to discharge its obligations under this Licence Agreement.

7. SOFTWARE LICENCE

7.1 With effect from the Start Date, REGnosys grants to the Client a non-exclusive, non-transferable licence to use the Documentation and the Software for the Trial Period or Licence Period (as applicable) in accordance with the terms and subject to the conditions of this Licence Agreement (the "**Licence**").

7.2 The Client may not sublicense the rights granted under the Licence to any person other than a member of the Client's Group, and provided that:

- (a) the Client does not make or give any representations, warranties or other promises concerning the Software unless agreed by REGnosys in writing from time to time;
- (b) the Client ensures that the terms on which the member of the Client's Group uses the Software protect REGnosys and its proprietary rights in the Software to the same extent as set out in this Licence Agreement, and the Client shall take reasonable steps to enforce such terms at REGnosys' request; and
- (c) the Client ensures that REGnosys is not liable to members of the Client's Group in any way.

7.3 The Client shall not do (and shall not instruct nor permit any third party to do) any of the following:

- (a) adapt, modify, duplicate, create derivative works from, reverse engineer, reverse compile, disassemble, reduce to human readable form, record or otherwise reproduce any part of the Software, in whole or in part, nor attempt to do any of the foregoing (except as may be otherwise permitted by applicable law for interoperability purposes);
- (b) use the Software otherwise than in connection with the internal business functions of the Client;

- (c) make any copies of the Software other than such copies as are reasonably necessary for the purposes of backup and security (provided that any such copies shall at all times be owned by REGnosys);
- (d) remove or alter any copyright or other proprietary notice on the Software;
- (e) make the Software available in whole or in part to any person who is not an employee or agent of the Client;
- (f) develop any software which displays the same or similar functions as the Software, or which otherwise competes with the Software.

7.4 The Client shall:

- (a) keep an accurate record of the Client's copying and disclosure of the Software and its users, and produce such record to REGnosys on request from time to time;
- (b) notify REGnosys as soon as it becomes aware of any unauthorised use of the Software by any person;
- (c) erase the Software from all hardware prior to disposing of or retiring such hardware from active use or in the event of termination or expiry of this Licence Agreement; and
- (d) ensure that REGnosys' proprietary notices are reproduced on any copy of the Software.

7.5 REGnosys may, from time to time, provide the Client with Updates, and the Client shall promptly download and install such Updates.

7.6 The Client shall at all times use the latest Updates provided by REGnosys.

7.7 Except as permitted under clause 16, the Client shall not sub-licence, rent, lend, assign or transfer in any other way the Licence or the Software to any person without the prior written consent of REGnosys, or give access to the Software through any network of computers to users who are not employees or agents of the Client.

7.8 The Client may not, without the written approval of REGnosys, use the Software with other software.

8. **THIRD PARTY SOFTWARE**

8.1 In order to use the Software, the Client will need to download and install the Dependencies.

8.2 Any third party software (including open source software and the Dependencies) embedded in, or required for the use of, the Software ("**Third Party Software**") may be

licensed directly by the relevant third party licensor and not by REGnosys, in which event any use of such software by the Client will be subject to such Third Party Software licensor's licence terms ("**Third Party Licence Terms**").

- 8.3 The Client acknowledges that the only warranties in relation to the Third Party Software are those contained in the Third Party Licence Terms, and that REGnosys does not warrant or guarantee that the Third Party Software will be suitable for the Client's purposes, compatible with any hardware items or software products used by the Client (other than the Software) or operate uninterrupted or error-free.
- 8.4 The Client shall defend, indemnify, and hold harmless REGnosys, its Affiliates, and each of their officers, employees, and agents, against all costs, expenses, damages and losses, including any interest, fines, legal and other professional fees and expenses suffered or incurred by any of them arising out of or in connection with the Client's breach of any Third Party Licence Terms.
- 8.5 REGnosys may treat the breach of any Third Party Licence Terms by the Client as a material breach of this Licence Agreement.

9. LICENCE FEES

- 9.1 In consideration of REGnosys granting the Licence, the Client shall pay to REGnosys the Licence Fees as set out in the Subscription Form.
- 9.2 Payment of all Licence Fees shall be made on the Start Date, and thereafter no later than the end of the initial Subscription Period or the then current Extended Subscription Period.
- 9.3 Any other sums due from the Client to REGnosys under this Licence Agreement shall be made within 30 days of the receipt of an invoice from REGnosys.
- 9.4 All payments under this Licence Agreement shall be made in the currency specified in the Subscription Form to the REGnosys Bank Account.
- 9.5 All payments due by the Client under this Licence Agreement are stated to be exclusive of VAT, which shall be payable by the Client at the rate and in the manner for the time being prescribed by law against submission of a valid tax invoice.
- 9.6 The Client shall not withhold payment in whole or in part on the grounds that it has a claim, counterclaim or set-off against REGnosys, save that the Client may withhold payment of an invoice where the Client:
- (a) has a reasonable and genuine concern regarding the validity of an invoice or amount claimed under such invoice; and
 - (b) notifies REGnosys in writing of such concern promptly and no later than within ten (10) Business Days of the date of REGnosys' invoice,

in which event the Client may, pending resolution of this matter by the parties, withhold a fair and reasonable amount representing the sum which is the subject of the dispute provided that it pays promptly the portion of the invoice that is not in dispute. Following the resolution of this dispute, Client shall pay promptly any sum withheld pursuant to this clause 9.6 or such other sum as the parties may agree.

- 9.7 Unless otherwise agreed between the parties in writing, REGnosys may increase the Licence Fees upon giving at least 120 days' prior notice in writing to the Client, such increase to take effect from the commencement of the Extended Subscription Period following expiry of such notice. If the Client is unhappy with the increase, the Client may give notice to terminate the relevant Subscription Form at the end of the initial Subscription Period or the then-current Extended Subscription Period (as applicable) by providing at least 90 days' written notice to REGnosys, such notice to expire no later than the end of the initial Subscription Period or the then-current Extended Subscription Period (as applicable). The Licence Fees will not increase during the notice period.

10. INTELLECTUAL PROPERTY

- 10.1 The parties agree that all Intellectual Property Rights in the Software and Documentation, including any Updates, belong and shall belong to REGnosys or the relevant third party owners (as the case may be), and the Client shall have no rights in or to the Software and Documentation other than the right to use them in accordance with the Licence.
- 10.2 REGnosys undertakes at its own expense to defend the Client or, at its option, settle any claim or action brought against the Client alleging that the possession or use of the Software (but not in respect of any Third Party Software) or Documentation in accordance with the terms of the Licence infringes the UK Intellectual Property Rights of a third party (a "**Claim**"), and REGnosys shall be responsible for any reasonable losses, damages, costs (including legal fees) and expenses incurred by or awarded against the Client as a result of or in connection with any such Claim, provided that the Client:
- (a) gives REGnosys prompt, written notice of any such Claim;
 - (b) does not make any admission of liability, agreement or compromise in relation to such Claim without REGnosys' prior written consent (such consent not to be unreasonably conditioned, withheld or delayed);
 - (c) gives REGnosys control of the defence and/or settlement of such Claim;
 - (d) cooperates and gives REGnosys all reasonable assistance as requested by REGnosys for the purposes of defending and/or settling such Claim.
- 10.3 REGnosys shall not in any circumstances have any liability for any claim of infringement of Intellectual Property Rights: (a) caused by the Client's use of Third Party Software, or (ii) caused by the Client's use of the Software or any Update (as the case may be) in combination with software or hardware not supplied or approved in writing by REGnosys

or resulting solely from any unauthorised modification of the Software or Update (as the case may be) made by, or on behalf of, the Client.

11. WARRANTIES

11.1 Each party warrants that it has the corporate power and capacity to enter into this Licence Agreement and to perform its obligations under this Licence Agreement.

11.2 REGnosys warrants that:

- (a) the Software (other than any Third Party Software) and the Documentation are proprietary to REGnosys and REGnosys is entitled to enter into this Licence Agreement and is entitled to grant the Licence in accordance with this Licence Agreement;
- (b) the Software will, as at the Start Date and for a period of three (3) months thereafter, perform materially in accordance with the Documentation;
- (c) the Documentation will provide users with adequate instructions to enable them effectively to operate and use the Software; and
- (d) the Support Services will be carried out in a professional manner conforming to any reasonable and standard industry practices and in compliance with all applicable law and regulations.

11.3 REGnosys' sole liability, and the Client's sole and exclusive remedy, for a breach of the warranty in clause 11.2(b) shall be for:

- (a) REGnosys to correct any defects in the Software and re-deliver it to the Client, or replace the Software; or
- (b) in the event that the remedy set out clause 11.3(a) is not (in REGnosys' reasonable opinion) feasible, then REGnosys shall have the right to terminate the Licence and will refund the Client any Licence Fees paid by the Client in advance in respect of the remainder of the Term on a pro rata basis.

11.4 Other than as expressly set out in this Licence Agreement, REGnosys makes no warranty of any kind in respect of the Software or the Support Services. To the extent permitted under applicable law, all other conditions, warranties, terms, undertakings or other statements, whether express or implied, including implied warranties or conditions of satisfactory quality and fitness for a particular purpose, are hereby excluded.

11.5 REGnosys shall not be liable under the warranties in clause 11.2 if it can demonstrate that a failure to comply with such warranties was caused by modifications or customisation made by or on behalf of the Client without the authorisation of REGnosys.

12. AUDIT

- 12.1 REGnosys may, on reasonable notice to the Client, during normal business hours, access the Client's business premises in order to audit the use of the Software in accordance with this Licence Agreement.
- 12.2 The Client will grant to REGnosys, or its agent or representative, all necessary access rights to the Client's premises or to any computer hardware belonging to or under the control of the Client to allow such audit to be carried out and shall furnish REGnosys, its agent or representative, with such information in respect of the use of the Software as REGnosys may reasonably require.
- 12.3 If any audit pursuant to clause 12.1 or otherwise reveals any use of the Software not in accordance with this Licence Agreement, the Client shall:
- (a) immediately pay to REGnosys any additional charges that would have been payable were the Client entitled to use the Software in the manner revealed by the audit together with interest on the same from the date such payment would have been due; and
 - (b) within 21 days of receipt of an invoice for the same, pay to REGnosys its reasonable fees and expenses incurred in carrying out the audit,

provided that nothing in this clause 12 shall affect any remedy REGnosys may have in respect of a breach by the Client of its obligations under this Licence Agreement.

13. LIMITATION OF LIABILITY

- 13.1 Subject to clause 13.3, neither party shall in any circumstances be liable, whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:
- (a) any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;
 - (b) loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time);
 - (c) any loss of, or damage to, data; or
 - (d) any loss or liability (whether direct or indirect) under or in relation to any other contract.
- 13.2 Subject to clause 13.3, and except for any liability under the indemnity given in clause 10.2 or liability under clause 14, REGnosys' total aggregate liability to the Client in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in

connection with the performance or contemplated performance of this Licence Agreement or any collateral contract shall not exceed 125% of the Licence Fees paid by the Client in the twelve (12) month period immediately before the date on which the cause of action first arose, or, in the case of an event in the Trial Period giving rise to a claim, £1.

13.3 Neither party excludes or limits liability to the other party for:

- (a) fraud or fraudulent misrepresentation;
- (b) death or personal injury caused by negligence; or
- (c) any matter for which it would be unlawful for the parties to exclude liability.

14. CONFIDENTIAL INFORMATION

14.1 Each party shall hold the other party's Confidential Information in confidence and shall not, unless required by law:

- (a) use or make the other party's Confidential Information available for use for any purpose other than as required to perform the terms of this Licence Agreement; and
- (b) disclose the other party's Confidential Information in whole or in part to any third party, except as expressly permitted by this Licence Agreement.

14.2 Each party shall keep the other party's Confidential Information under security conditions no less rigorous than those used to protect the Confidential Information of the receiving party and, in any event, shall exercise reasonable care and precautions for its safe custody.

14.3 Each party may disclose the other party's Confidential Information to those of its employees, agents and subcontractors who need to know the Confidential Information for the performance of this Licence Agreement, provided that:

- (a) the disclosing party informs the recipients of the confidential nature of the Confidential Information prior to disclosure; and
- (b) at all times, the disclosing party remains responsible for the recipients' compliance with the confidentiality obligations set out in this clause 14.

14.4 The confidentiality obligations of this clause 14 shall not apply to any information that:

- (a) is or becomes publicly known other than through any act or omission of the receiving party;
- (b) was demonstrably in the other party's lawful possession before the disclosure;

- (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
 - (d) is independently developed by the receiving party, which independent development can be shown by written evidence.
- 14.5 Either party may disclose Confidential Information of the other party to the extent that it is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body, provided that, to the extent it is legally permitted to do so, it gives the other party as much prior notice of the disclosure as possible.
- 14.6 Each party shall take all reasonable steps to ensure that the other party's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Licence Agreement.
- 14.7 On termination of this Licence Agreement for any reason, each party shall promptly:
 - (a) return to the other party all documents and materials (and any copies) containing the other party's Confidential Information;
 - (b) erase all the other party's Confidential Information from its computer and other devices and storage systems (to the extent possible); and
 - (c) on request, certify in writing to the other party that it has complied with the requirements of this clause.
- 14.8 Without prejudice to any other rights or remedies that each party may have, each party acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this clause 14 by the other party. Accordingly, each party shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of this clause 14.

15. TERMINATION

- 15.1 Either party may terminate this Licence Agreement at any time if the other party:
 - (a) is in material or persistent breach of any of the terms of this Licence Agreement and either that breach is incapable of remedy, or the other party fails to remedy that breach within thirty (30) days after receiving written notice requiring it to remedy that breach;
 - (b) is in breach of applicable law; or
 - (c) is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), or becomes insolvent, or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), or has an administrative

or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets, or enters into or proposes any composition or arrangement with its creditors generally, or is subject to any analogous event or proceeding in any applicable jurisdiction.

- 15.2 Termination of this Licence Agreement shall not prejudice any of the parties' rights and remedies which have accrued as at termination.
- 15.3 On termination of this Licence Agreement for any reason:
- (a) any Subscription Forms shall terminate;
 - (b) all rights granted to the Client under this Licence Agreement or a Subscription Form (including the Licence) shall cease;
 - (c) the Client shall either return to REGnosys or, at REGnosys' option, destroy all material copies of the Software and Documentation, and shall ensure that any copies of the Software on hard discs or other storage means associated with any computer equipment owned or controlled by the Client are permanently deleted; and
 - (d) the Client shall immediately pay to REGnosys any sums due to REGnosys under this Licence Agreement.
- 15.4 Any provision of this Licence Agreement that expressly or by implication is intended to come into force or continue in force on or after expiry or termination of this Licence Agreement shall survive and continue in full force and effect, including (without limitation) clause 13 and clause 14.

16. ASSIGNMENT

- 16.1 Subject to clause 16.2 and clause 16.3, neither party shall assign, transfer, mortgage, charge, declare a trust over, or deal in any other manner with any of its rights and obligations under this Licence Agreement without the other party's prior written consent.
- 16.2 REGnosys may subcontract the performance of any of its obligations under this Licence Agreement to any third party. REGnosys shall remain responsible for the performance of its obligations under this Licence Agreement and shall be liable for the acts and omissions of its subcontractors as if they were the acts and omissions of REGnosys.
- 16.3 Each party may, upon written notice to the other party, assign its rights under this Licence Agreement to any member of that party's Group or any person to which it transfers that part of its business to which this Licence Agreement or the Licence relates, provided that the assignee undertakes in writing to be bound by that party's obligations under this Licence Agreement.

17. NO PARTNERSHIP OR AGENCY

- 17.1 Nothing in this Licence Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between 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.
- 17.2 Neither party shall hold itself out as having any authority to make or enter into any contract or commitment with any person on behalf of the other party.

18. FORCE MAJEURE

- 18.1 A party, provided that it has complied with the provisions of clause 18.3, shall not be in breach of this Licence Agreement, nor be liable for any failure or delay in performance of any obligations under this Licence Agreement arising from or attributable to acts, events, omissions or accidents beyond its reasonable control (a "**Force Majeure Event**").
- 18.2 The corresponding obligations of the other party will be suspended to the same extent.
- 18.3 Any party that is subject to a Force Majeure Event shall not be in breach of this Licence Agreement provided that:
- (a) it promptly notifies the other party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance;
 - (b) it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and
 - (c) it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event; to carry out its obligations under this Licence Agreement in any way that is reasonably practicable; and to resume the performance of its obligations as soon as reasonably possible.

19. SEVERANCE

- 19.1 If any provision of this Licence Agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, then such provision (or part thereof) shall be severed from the remainder of the Licence Agreement and the other provisions shall continue to be valid and enforceable to the fullest extent permitted by law.
- 19.2 The parties shall negotiate in good faith to amend or replace any invalid, unlawful or unenforceable provision so that, as amended or replaced, it is legal, valid and enforceable and it maintains, as far as possible, the purpose and effect of this Licence Agreement.

20. WAIVER

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

21. NOTICES

21.1 Any notice or other communication given to a party under or in connection with this Licence Agreement shall be in writing and shall be:

- (a) delivered by hand or pre-paid first-class post or other next working day delivery service to the address set out in the Subscription Form (in respect of the Client) or to REGnosys' registered office; or
- (b) sent by e-mail to the e-mail address notified to the sender in writing.

21.2 Any notice or communication shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice or communication is left at the proper address;
- (b) if sent domestically by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service;
- (c) if sent by pre-paid airmail, at 9:00 am on the fifth Business Day after posting or at the time recorded by the delivery service; or
- (d) if sent by e-mail, upon generation of a receipt notice by the recipient's server or, if no receipt notice is generated, upon delivery to the recipient's server.

21.3 Neither party may use e-mail as a valid means of serving any notice to terminate this Licence Agreement or to serve on the other party any legal and/or court document including the service, delivery or notification of without prejudice communications, claim form, notice, order, judgment, or other document relating to or in connection with any proceedings, suit or action arising out of or in connection with this Licence Agreement.

22. ENTIRE AGREEMENT

22.1 This Licence Agreement constitutes the whole agreement and understanding of the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter of this Licence Agreement. Each party acknowledges that, in entering into this Licence Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether

made negligently or innocently) other than as expressly set out in this Licence Agreement, provided always that nothing in this clause shall limit or exclude any liability for fraud.

23. THIRD PARTY RIGHTS

23.1 Except as expressly provided in this Licence Agreement, nothing in this Licence Agreement is intended to confer any rights on any person who is not a party to this Licence Agreement (under the Contracts (Rights of Third Parties) Act 1999 or otherwise) and no consent of any such person shall be needed for the termination or variation of this Licence Agreement.

24. COUNTERPARTS

24.1 This Licence Agreement may be executed in any number of counterparts, each of which when executed and delivered constitutes an original of this Licence Agreement but all the counterparts shall together constitute the same Licence Agreement.

25. GOVERNING LAW AND JURISDICTION

25.1 This Licence Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

25.2 The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Licence Agreement or its subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 1

ROSETTA INGEST SUBSCRIPTION FORM

REGNOSYS LIMITED (co. no. 10244729) 10 Finsbury Square, Runway East, London EC2A 1AF
 ("REGnosys");

Client	Legal entity name: Company reference number (e.g. LEI or Company Number): Registered office:
Client Contact	Email: Phone No.:
[Trial Period] / [Subscription Period]	[***]
[Licence Fees]	[£***]
Bank Account Details	Beneficiary: Bank: Bank account no.: Sort Code: SWIFT/IBAN:]

This Subscription Form is governed by, and forms part of the agreement between the Client and REGnosys dated [***].

The Client has read and acknowledges and accepts the terms set out in this Subscription Form.

Signed for and on behalf of REGnosys Limited by:	Signed for and on behalf of the Client by:
Name:	Name:
Position:	Position:
Date:	Date:

This Licence Agreement has been entered into on the later of the dates below.

SIGNED by or on behalf of the parties.

SIGNED by.....)
a director for and on behalf of **REGNOSYS LIMITED**)
Date) *Signature*

SIGNED by.....)
a director for and on behalf of **THE CLIENT**)
Date) *Signature*
)