

Quorum Technologies Terms and Conditions

These terms and conditions ("the Terms and Conditions") shall apply to any purchase of Products and Services from Quorum Technologies Ltd, a company registered in England and Wales with Company Number 04273003 whose principal place of business is at Judges House, Lewes Road, Laughton, East Sussex, BN8 6BN United Kingdom ("Quorum"), by the party identified in the corresponding Purchase Order ("You", "Your") (hereinafter jointly referred to as "Both of Us").

BOTH OF US HEREBY AGREE AS FOLLOWS:

1 Definitions

The following terms have the meanings set forth below whenever they are used in these terms and conditions:

"Authorised Approver"	means the individual(s) named by You in the Purchase Order or notified to Quorum by email prior to the Delivery Date who is (are) authorised to approve the Site Acceptance Test, and shall include any representative nominated by them in writing.
"Cancellation Fee"	means the fee charged by Quorum in respect of a Purchase Order that has been cancelled by You in accordance with Clause 2.4, and shall be calculated, according to the number of weeks prior to the Delivery Date that notice of cancellation is given: More than 12 weeks, Cancellation Fee = 10% of Price Between 6 and 12 weeks (inclusive), Cancellation Fee = 50% of Price Less than 6 weeks, Cancellation Fee = 90% of Price
"Contract"	means these Terms and Conditions together with a valid Purchase Order and an Order Acknowledgement.
"Customer Data"	means information, designs, and all other materials provided by You (such as, but not limited to, the Equipment make, model number and serial number), in order for Quorum to perform its obligations.
"Delivery"	means delivery of the Products to You at the address and on the terms specified in Our Quote, in accordance with INCOTERMS 2020.
"Delivery Date"	means each of the estimated dates on which Quorum intends to deliver the Products and/or Services as set out in the applicable Order Acknowledgement or as otherwise agreed in writing from time to time.
"Documentation"	means the applicable specification, end user manuals and other information made available by Quorum to You at Quorum's discretion in either printed or machine readable form with respect to the Products and the Services.
"Equipment"	means Your (or, if You are purchasing for resale, the end-customer's) microscope or other equipment onto which the Product(s) will be installed.
"Equipment Manufacturer"	means the third party manufacturer of the Equipment.
"Factory Acceptance Test" ("FAT")	means testing of a Product carried out by Quorum at its premises, to confirm that the Product complies with its Specification.
"Integrated Product"	means a Product that is designed to be installed in and integrated with the Equipment, such as but not limited to a cryo unit.
"Lead Time"	means the anticipated number of calendar days between Quorum's receiving the Purchase Order from You and the availability of the corresponding Services and Products for despatch to You, and is indicative only.

“Order Acknowledgement”	means Quorum’s written acknowledgement of Your Purchase Order.
“Price”	means the fees to be paid by You to Quorum for the Products and the Services as set out in the applicable Order Acknowledgement.
“Price List”	means Quorum’s then-current price list for the Products.
“Problem Notification”	means Your notification to Quorum of a Problem.
“Problem”	means the failure of a Product to comply with a reasonable interpretation of its Documentation.
“Products”	means the products supplied by Quorum to You as set out in the applicable Quote.
“Purchase Order”	means a written purchase order that has been raised by You, is consistent with the corresponding Quote and acknowledged by Quorum and specifies: <ul style="list-style-type: none"> a) that it is subject to these terms and conditions; b) a description of any Products to be supplied, together with the applicable Price calculated in accordance with Quorum’s then current Quote; and c) a description of any Services to be supplied, together with the applicable Service Fee calculated in accordance with Quorum’s then current Quote.
“Quote”	means a written quote that specifies: <ul style="list-style-type: none"> a) that it is subject to these terms and conditions; b) a description of any Products to be supplied, together with the applicable Price; c) a description of any Services to be supplied, together with the applicable Service Fee; d) the anticipated Delivery address and terms; and e) any assumptions and specific obligations for You that will apply to the Quote.
“Services”	means the consultancy, development, training and ad-hoc services provided by Quorum as further set out in the applicable Quote.
“Site”	means Your site at which the Products and shall be delivered and at which the Equipment is located, and is set out in the applicable Quote.
“Site Acceptance Test” (“SAT”)	means testing of a Product carried out by Quorum at Your premises, to demonstrate to You that the Cryo Product installed in the Equipment by Quorum complies with its Specification.
“Site Requirements”	means the pre-requisites for the installation or servicing of the Products and/or the delivery of the Services (as appropriate) as specified by Quorum to You in writing, and includes the name(s) of Your Authorised Approver(s).
“Specification”	means the document setting out the functional and technical specification for the Services and the Products and, for Cryo Products, the relevant technical details of the Equipment (including, but not limited to designs, technical specifications and 3D CAD drawings), as incorporated in or referenced by the applicable Quote.

2 Contract Formation

- 2.1 Each Contract comprises a separate legally binding contract for the purchase and supply of Services and Products as set out in the applicable Quote, independent of all other Contracts that might exist between Quorum and You.
- 2.2 In preparing a Quote, Quorum shall be entitled to rely on the accuracy and completeness of the Customer Data provided by You in respect of the Product(s) You wish to purchase.
- 2.3 Once Your Purchase Order has been assessed, Quorum will provide You with an Order Acknowledgement, setting out the scheduled Delivery Date. While Quorum shall make reasonable endeavours to maintain the timescales quoted, meeting such timescales shall not constitute the essence of any Contract.
- 2.4 Any terms and conditions set out in any Purchase Order, order or other document supplied by You that are in addition to or at variance with the terms and conditions in these terms and conditions shall be void and of no effect unless Quorum expressly agrees otherwise in writing.
- 2.5 You agree that a binding Contract is created as soon as Quorum issues an Order Acknowledgement in respect of Your Purchase Order. You may not cancel any such binding Contract without Quorum's prior written consent, which may be granted or withheld at Quorum's sole discretion. Any such cancellation shall, in any event, be subject to Your payment of the corresponding Cancellation Fee.
- 2.6 If You are purchasing Products or Services for resale to a third party end-customer, You shall be solely responsible for ensuring that Your obligations under these Terms and Conditions are met, including any such obligations that You seek to pass on to Your end-customer.

3 Supply of Products and Services

- 3.1 Quorum agrees to provide Products and Services as described in the Specification, subject to the terms of the relevant Contract.
- 3.2 Indicative Lead Times for standard Products and Integrated Products are set out in the Price List as a rough guide only.
- 3.3 If You are purchasing Integrated Products, You may either provide Quorum with the Equipment Specification, or You may request Quorum to obtain it directly from the Equipment Manufacturer, using Customer Data provided by You. You agree that Quorum may use such Customer Data for this purpose and that:
 - a) Quorum shall not be liable for any loss or damage arising from inaccuracies, errors or omissions in the Customer Data or the Equipment Specification;
 - b) the Lead Times shall automatically be extended by any delays in Your or the Equipment Manufacturer's provision of the Equipment Specification; and
 - c) Quorum shall be entitled to charge for, and You agree to pay, its reasonable costs and expenses incurred in the design or development of the Integrated Product as a result of delays, inaccuracies, errors or omissions in the Customer Data or the Equipment Specification.
- 3.4 You shall be responsible for ensuring that the Site Requirements are met in full prior to the scheduled Delivery Date. If You are purchasing Products or Services for resale to a third party end-customer, You shall be solely responsible for ensuring that such Site Requirements are met by Your end-customer. In the event that Site Requirements are not met, and Quorum is unable to deliver the Products and/or Services as planned, You agree that Quorum may invoice You for its reasonable costs associated with the rescheduling of such delivery.
- 3.5 You may request additions or amendments to the Products and/or to the Services. Quorum may also give notice to You that a change in circumstances prompted by You constitutes a request for modification to the Products and/or to the Services even though no formal request for modification has been issued by You. In response to such requests, Quorum shall supply You with a written (to include by email) proposal including the specification for the additional or changed Products and/or to Services, price and approximate timescales for Delivery. Once You have accepted such proposal in writing (to include by email), it shall be attached to the relevant

Contract as an amendment to the applicable Quote, or as a new Purchase Order, and shall be delivered subject to the terms and conditions of the relevant Contract.

4 Delivery, Risk and Title

- 4.1 Quorum shall deliver the Services and Products to the Site in accordance with any agreed Specification.
- 4.2 You shall ensure that the Authorised Approver (or their nominated representative) is present at the Site to take delivery of the Services and/or Products, and to review the SAT as set out in clause 5 on the Delivery Date.
- 4.3 Quorum may deliver the Services itself or by its subcontractors, providing always that Quorum shall be fully liable for the acts and omissions of its subcontractors in the performance of the Services.
- 4.4 If the Services include training, You shall be responsible for the provision of an appropriate venue, refreshments and reasonable facilities for such training.
- 4.5 In the event that You need to postpone the Delivery Date for Products or Services, You shall notify Us in writing as soon as You become aware of the need to postpone. We shall be entitled to invoice You for the Products or Services on the originally scheduled Delivery Date, notwithstanding any such postponement. Provided You have given Quorum not less than 14 days notice of such postponement prior to the scheduled Delivery Date, You may postpone Delivery:
 - a) for up to 7 days at no additional cost; and
 - b) thereafter, at a cost of £50 per week for the safe storage of the Products, which We shall invoice upon Delivery; and
- 4.6 We may invoice You for Our unrecoverable travel costs already incurred in connection with the provision of postponed Services and/or Products as at the date of Your postponement, plus an amount equal to 25% of the Price for the Services to compensate Us for the costs associated with rescheduling Our engineering time. If You wish to postpone the delivery of Products or Services upon fewer than 14 days notice, You must request such postponement from Quorum in writing and Quorum may agree to such, in its sole discretion, subject to Your payment of its reasonable costs associated with such postponement and rescheduling.
- 4.7 In the event that Quorum is unable to deliver the Services on the scheduled date due to Your failure to meet Your obligations hereunder, the duration of the Services shall be extended by the amount of such delay and the Price shall be increased accordingly.
- 4.8 Quorum shall use reasonable endeavours to deliver the relevant Products and Services in accordance with the Lead Times set out in the relevant Quote or as soon as possible thereafter subject to Clauses 3.2 and 3.3b).
- 4.9 Risk in the Products shall pass to You upon Delivery. Title in the Products will pass to You on receipt of payment of all sums due to Quorum in respect of the Products.
- 4.10 Until title in the Products passes to You, You shall:
 - a) hold the Products as bailee for Quorum and take proper care of them, storing them in accordance with the instructions and separately so as to show clearly that they belong to Quorum;
 - b) not sell or part with possession of the Products other than in the normal course of business, and keep the Products free from any mortgage, charge, lien or other encumbrance; and
 - c) not remove, alter, obscure, or otherwise interfere with any identifying marks, labels or storage instructions placed on the Products or their packaging by Quorum; and
 - d) keep the Products insured at Your expense with an insurer of good repute against all insurable risks including (but not limited to) loss or damage by fire or theft for an amount not less than the applicable price as set out in the corresponding Purchase Order.
- 4.11 Before title has passed to You and without prejudice to any of Quorum's other rights, Quorum may repossess and/or sell some or all of the Products at any time and Quorum or Quorum's agents may

enter Your premises (with or without vehicles), or Your vehicles, for that purpose. This right and licence shall continue after and despite the termination for any reason of the relevant Contract.

5 Acceptance

- 5.1 Prior to shipping any Product to You, Quorum shall carry out the Factory Acceptance Tests and You may attend Quorum's premises to witness such FAT. Quorum shall provide You with the documented results of such FAT.
- 5.2 Your Authorised Approver shall sign Quorum's Acceptance Certificate to confirm the satisfactory completion of the SAT, prior to the departure of the Quorum engineer from the Site. For the avoidance of doubt, if the Product is demonstrated to comply with its Specification but does not meet a specific requirement that is not incorporated in or referenced by the Specification, You shall not be entitled to refuse to sign the Acceptance Certificate. Any such additional requirements may be addressed through a request for change in accordance with clause 3.5.
- 5.3 If Quorum has attended Site to deliver Services only, You may (and are encouraged to) review the Services prior to the departure of the Quorum engineer from the Site to satisfy Yourself that the Services have been delivered in accordance with the Contract. You acknowledge that if You subsequently identify an issue with the Services that requires resolution under warranty, You shall be liable for Quorum's travel expenses incurred in visiting the Site to resolve the issue, as set out in clause 10.5.

6 Integrated Products

- 6.1 You hereby warrant that You are authorised by the Equipment Manufacturer to provide Quorum with the Equipment Specification and to permit Quorum to design and implement the Integrated Products. Quorum shall have no liability to You for any loss or damage arising from Your failure to seek or obtain such authorisation.
- 6.2 For Integrated Products that have been installed in the Equipment by Quorum, You may request a Site Acceptance Test to verify Quorum's proper installation of the Integrated Product in the Equipment. You agree that:
 - a) the normal operation of the Equipment may be affected by the installation and/or use of an Integrated Product;
 - b) a certain degree of performance degradation is unavoidable when Equipment is used with Integrated Products, and degradation within normal parameters shall not be sufficient cause for SAT to fail; and
 - c) subject to Quorum's compliance with the reasonable technical instructions of the Equipment Manufacturer, Quorum shall not be liable for damage to the Equipment resulting from the installation or use of the Integrated Product.

7 Your Cooperation

- 7.1 You shall provide co-operation and support to Quorum in Quorum's efforts to deliver the Products and the Services. Such co-operation and support shall include, but not be limited to:
 - a) Ensuring that the Site Requirements are met by You, or the end-customer, prior to delivery of any Products and/or Services;
 - b) a reasonable level of responsiveness to Quorum's requirements and communications;
 - c) the timely transmittal and release of appropriate and accurate documentation and information;
 - d) the prompt review and analysis of the work performed;
 - e) the making available of facilities when and to the extent as is reasonably requested by Quorum; and
 - f) the making available of competent personnel to assist Quorum when and to the extent as is reasonably requested.
- 7.2 You agree that if You do not perform Your obligations under a Contract, Quorum shall not be considered in default to the extent that it is delayed in meeting its obligations as a result of such

failure, and You shall remain fully obligated to pay Quorum as provided in the relevant Contract as though no delay had occurred.

8 Personnel

- 8.1 In the event that either party visits the premises of the other (the "Host"), the visiting party (the "Guest") shall be advised of all rules, regulations and practices they should comply with whilst on the Host's premises. The Guest's staff, agents and sub-contractors shall comply with such rules and regulations whenever they are on the Host's premises. The Host shall take reasonable precautions to ensure the health and safety of the Guest's staff, agents and sub-contractors whilst they are on its premises.
- 8.2 Without in any way restricting the right of an employee freely to accept employment and change employment, if either party (the "Hiring Party") induces the other party's employee engaged in the performance of the relevant Contract to enter its service at any time during the term of the relevant Contract or during a period of six months thereafter, then the Hiring Party shall pay to the other party an amount being equivalent to twenty-five percent (25%) of the employee's net annual salary, such sum being a genuine pre-estimate of the cost of the disruption that such inducement would cause to the efficient conduct of the affected party's business.

9 Payment & Taxes

- 9.1 Quorum may invoice You for the Price on or after Delivery unless otherwise specified in the applicable Quote.
- 9.2 Quorum may invoice You for its reasonable expenses incurred directly in the performance of the Services, as approved by You in writing (to include by email), monthly in arrears.
- 9.3 Unless otherwise specified in the Quote, You shall pay each of Quorum's valid invoices within thirty (30) days of the date on the invoice.
- 9.4 You shall be liable for any national, European Union, value added, sales, excise, state, local, withholding or other taxes or customs duties applicable.
- 9.5 You shall pay debt collection fees and interest charges on any undisputed sum that is overdue in accordance with the Late Payment of Commercial Debts (Interest) Act (1998) (as amended). You shall notify Quorum in writing within ten (10) days of receipt of an invoice that the invoice is in dispute.
- 9.6 Quorum may increase the Prices from time to time, such increase to be notified to You in writing at least thirty (30) days prior to the next anniversary of the Effective Date after the giving of such notice, and to apply to all Products and Services delivered after such anniversary.
- 9.7 If payment of the Price or any part thereof is overdue, then unless You have notified Quorum in writing that such payment is in dispute within ten (10) days of the receipt of the corresponding invoice Quorum may at its option:
- a) suspend provision of the Services and/or Delivery of the Products until the corresponding overdue fees are paid in full; or
 - b) treat such as a material breach and terminate the relevant Contract in accordance with Clause 12.2 (a).

10 Warranty and Warranty Remedies

- 10.1 Quorum hereby warrants that the Services will be carried out with reasonable skill and care by personnel whose qualifications and experience will be appropriate for the tasks to which they are allocated.
- 10.2 Subject to the provisions of Clause 10.3, Quorum hereby warrants that for a period of twelve (12) months from Delivery, the Products will be free of defects in materials and workmanship and will comply with their Specification.
- 10.3 Quorum shall have no liability for defects arising from:

- a) the installation of any Integrated Product by You or by any third party who is neither employed by Quorum, nor expressly approved by Quorum in writing as having a valid training certificate; or
 - b) storage or operation of any Product outside its normal operating parameters (as set out in its Specification or in the User Manual); or
 - c) failure or malfunction of the Equipment or any third party product used in conjunction with the Product such as, but not limited to, vacuum pumps.
- 10.4 The warranties set out in this Clause 10 are the only warranties that apply to the Products and Services. Quorum hereby excludes all other conditions, warranties, representations or other terms that might otherwise be implied or incorporated into the relevant Contract by law, such as (but not limited to) those of satisfactory quality, fitness for a particular or any purpose or ability to achieve any particular result.
- 10.5 You hereby agree that Your sole remedy in respect of any non-conformance with any warranty in Clause 10.1 is that Quorum will remedy such non-conformance (either by itself or through a third party). Quorum will be liable for the cost of parts and labour required to remedy such non-conformance, and You will pay Quorum's reasonable travel and subsistence costs directly and necessarily incurred in so doing. If, in Quorum's reasonable opinion, it is unable to remedy the non-conformance Quorum will refund the corresponding portion of the Price. In order to benefit from the remedies set out in this Clause 10.5, You must bring any claim under the warranty in Clause 10.1 within 30 days of Quorum's provision of the Services in question.
- 10.6 You hereby agree that Your sole remedy in respect of any non-conformance with the warranty in Clause 10.2 is that You shall return any defective Products to Quorum at Your cost and Quorum shall procure the repair or replacement of any defective Products, and their return to You. At Your request, Quorum may visit the Site to examine and repair or replace a non-conforming Product. You will pay Quorum's reasonable travel and subsistence costs directly and necessarily incurred in attending the Site for this purpose. The repaired or replacement Products may be new or used but shall in any event be covered by the warranty in Clause 10.2 for the remainder of the warranty period applicable to the original Product or for thirty (30) days, whichever is the longer.
- 10.7 If Quorum is unable to identify or reproduce any fault in the Product, it shall be returned to You with 'no fault found' and You will be liable for all costs associated with the testing and return of the Product. If this occurs when You have requested Quorum's presence at the Site in accordance with Clause 10.6, You will also be liable for the time spent by Quorum's engineer in attending You at the Site, including travel time, at Quorum's then-current rates.
- 10.8 You must promptly notify Quorum in writing of any breach of the above warranties in order to benefit from the remedies stated above. You shall provide all information reasonably requested by Quorum to assist it in resolving such breach.
- 10.9 In the event of damaged or faulty Products that are no longer covered by their warranty, or issues covered by the exclusions in Clause 10.3, You may request repairs or replacement Products. Quorum shall use its reasonable endeavours to offer You such repairs or replacement at Quorum's then-current price provided such repairs or replacement are then available to it.

11 Limitation of Liability

- 11.1 Nothing in any Contract shall exclude or limit Quorum's liability for (i) fraud or other criminal act, (ii) personal injury or death caused by the negligence of Quorum's employees in connection with the performance of their duties hereunder or by defects in any Specification, Services or Products, or (iii) any other liability that cannot be excluded by law.
- 11.2 Subject to Clause 11.1, in no event will Quorum be liable for any damages resulting from: (i) loss of, damage to or corruption of data, (ii) loss of use, (iii) lost profits, (iv) loss of revenue, (v) loss of reputation or (vi) any indirect or consequential loss. Such liability is excluded whether such damages were reasonably foreseeable or actually foreseen.
- 11.3 Except as provided in Clause 11.1 and in Clause 11.2, Quorum's maximum aggregate liability to You for any cause whatsoever shall be for direct costs and damages only and will be limited to a

sum equivalent to 125% of the aggregate of the Price paid and payable by You under the Contract that is the subject of Your claim.

- 11.4 Quorum hereby excludes, to the fullest extent permitted by law, all liability that it has not expressly accepted in the relevant Contract. The limitations and exclusions set out in Clause 11 will apply regardless of the form of action, whether under statute, in contract, tort (including negligence) or any other form of action.
- 11.5 No action, regardless of form, arising out of transactions occurring under or contemplated under a Contract may be brought by either party more than two (2) years after the cause of action has accrued.
- 11.6 Save as provided in Clause 11.7, You shall have no remedy in respect of any representation (whether written or oral) made to You upon which You relied in entering into a Contract ("Misrepresentation") and Quorum shall have no liability to You other than pursuant to the express terms of the relevant Contract.
- 11.7 Nothing in these terms and conditions shall exclude or limit Quorum's liability for any Misrepresentation made by Quorum fraudulently.

12 Duration & Termination

- 12.1 Each Contract shall become effective on the date of Quorum's Order Acknowledgement and shall continue until each party has fulfilled all of its obligations thereunder, unless terminated earlier in accordance with the provisions of Clause 12.2.
- 12.2 Either party (the "Initiating Party") may forthwith terminate any Contract at any time upon giving written notice to the other party, if the other party:
 - a) commits any material breach of any term of the relevant Contract that is not reasonably capable of remedy or, if it commits a breach which is reasonably capable of remedy, fails to remedy such breach to the reasonable satisfaction of the Initiating Party within thirty (30) days of a written request to do so; or
 - b) has a receiver or administrative receiver appointed over it or any of its undertaking or assets, or shall pass a resolution for winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction where the resulting entity shall assume all of the liabilities of it), or a court of competent jurisdiction shall make an order to that effect, or if it shall become subject to an administration order, or shall enter into any voluntary arrangement with its creditors, or shall cease or threaten to cease to carry on its business, or if any substantially similar event shall take place under the laws of another jurisdiction.
- 12.3 The expiry of these terms and conditions or the termination thereof for whatever reasons shall be without prejudice to any other rights or remedies a party may be entitled to under law and shall not affect the respective rights and liabilities of the parties accrued prior to such termination.

13 Intellectual Property

- 13.1 Quorum is the owner or licensee of any and all patents, copyright, trade secrets, trademarks and any other intellectual property rights that subsist in the Products. For the avoidance of doubt, title and all intellectual property rights to any design, new software, new protocol, new interface, enhancement, update, derivative works, revised screen text or any other items that Quorum creates for You shall remain vested in Quorum or its licensors. Any rights not expressly granted herein are reserved to Quorum.
- 13.2 You are the owner or licensee of any and all patents, copyright, trade secrets, trademarks and any other intellectual property rights that subsist in the Customer Data. Title to the Customer Data and media shall remain vested in You or Your licensors. You hereby grant Quorum an irrevocable, royalty free, world-wide licence to use the Customer Data for the purpose of providing the Products and the Services, and for fulfilling its obligations under the Contract.
- 13.3 Subject to the provisions of this Clause 13, Quorum shall defend at its own expense any claim brought against You alleging that the normal use or possession of a Product infringes a patent, copyright, or mask work belonging to a third party in the United States of America or European

Union ("Intellectual Property Claim") and Quorum shall pay all damages awarded or agreed to be paid to any third party in settlement of an Intellectual Property Claim provided that You:

- a) promptly furnish Quorum with written notice of the Intellectual Property Claim upon becoming aware of the same;
- b) make no admissions or settlements without Quorum's prior written consent;
- c) act in accordance with Quorum's reasonable instructions and provide it with reasonable assistance in respect of the Intellectual Property Claim; and
- d) give to Quorum the sole authority to defend or settle the Intellectual Property Claim.

13.4 If in Quorum's reasonable opinion a Product may become the subject of an Intellectual Property Claim then Quorum shall either:

- a) obtain for You the right to continue using the Product which is (or may become) the subject of the Intellectual Property Claim; or
- b) replace or modify the Product which is the subject of the Intellectual Property Claim so it becomes non-infringing; or
- c) if such remedies in (a) and/or (b) above are not in Quorum's opinion reasonably available, then You shall return the Product and Quorum shall refund to You the corresponding portion of the Price paid by You, as depreciated on a three (3) year straight line basis.

13.5 Quorum shall have no liability for any Intellectual Property Claim resulting from the combination of the Product with the Equipment or any other products that were neither supplied nor combined with the Product by it, or if the same results from any breach of Your obligations under the Contract.

13.6 This Clause 13 states Quorum's entire obligation and liability and Your sole remedy in respect of any infringement or alleged infringement of any intellectual property rights arising from its acquisition, possession or use of the Solution. Quorum hereby excludes all other obligations and liabilities in relation to infringement or alleged infringement of the intellectual property rights of any person to the fullest extent permitted by law.

14 Confidentiality

14.1 Except as expressly provided in Clause 14.3, You shall not disclose to any third party any part of the Product without Quorum's prior written consent.

14.2 Confidential Information shall be defined as any information (whether disclosed in oral, written or electronic form) belonging or relating to a party's business affairs or activities and which: (i) has been marked as confidential or proprietary, (ii) has been identified orally or in writing as being of a confidential nature, or (iii) may reasonably be supposed to be confidential in the circumstances.

14.3 Each party undertakes that for a period of five (5) years from the date of disclosure it will not, without the prior written consent of the other party, use, disclose, copy or modify the other party's Confidential Information (or permit others to do so) other than is necessary for the performance of its rights and obligations under the relevant Contract. In any event, each party hereby agrees that it shall treat the other's Confidential Information with the same degree of care as it employs with regard to its own Confidential Information of a like nature and in any event in accordance with best current commercial security practices, disclosing such Confidential Information only to those of its employees, consultants and bona fide professional advisers who need to have such information for the purposes of the relevant Contract, and ensuring that such employees, consultants and professional advisers shall be bound by the same confidentiality obligations as are set out in this Clause 14. Each party agrees that it shall be liable for any breach of this Clause 14 by any employee, consultant or professional advisor to whom it has disclosed the other party's Confidential Information as though it had committed the breach itself.

14.4 The provisions of Clause 14.3 shall not apply to:

- a) any information in the public domain otherwise than by breach of the relevant Contract;
- b) information lawfully in the possession of the receiving party thereof before disclosure by the disclosing party, as evidenced by written documents;

- c) information lawfully obtained without restriction from a third party, as evidenced by written documents; and
 - d) information required to be disclosed by a court of competent jurisdiction, governmental body or applicable regulatory authority provided that the party under such duty to disclose shall use all reasonable endeavours to give the other party as much prior notice of such disclosure as is reasonably practicable and permitted by law.
- 14.5 Quorum may publicise its involvement with You with Your prior written consent, such consent not to be unreasonably withheld or delayed.

15 Assignment

- 15.1 You may not assign any Contract or otherwise transfer any rights or obligations under it except with Quorum's prior written consent.

16 Force Majeure

- 16.1 Quorum shall not be responsible for failure to fulfil its obligations hereunder due to causes beyond its reasonable control that directly or indirectly delay or prevent its timely performance hereunder. Dates or times by which Quorum is required to render performance under the relevant Contract shall be postponed automatically to the extent that it is delayed or prevented from meeting them by such causes.

17 Notices

- 17.1 All notices made pursuant to the relevant Contract must be made in writing. Any written notice to be given or made pursuant to the provisions of the relevant Contract shall be sent postage prepaid by registered or recorded mail or reputable courier service, and in the case of notices to be sent to Quorum, shall be addressed to the address stated above marked for the attention of the directors, and in the case of notices to be sent to You, shall be sent to the address on Your Purchase Order and marked for the attention of the directors. Unless otherwise provided in the relevant Contract, all notices shall be deemed as given on the day of their receipt by the receiving party.

18 Entire Agreement

- 18.1 Each Contract constitutes the entire agreement between the parties with respect to its subject matter and shall supersede all previous representations, agreements and other communications between the parties, both oral and written. The terms and conditions of the relevant Contract shall prevail notwithstanding any variance with the terms and conditions of any order or purchase order submitted by You.

19 Law & Jurisdiction

- 19.1 In the event of any dispute arising under any Contract the parties will attempt to settle it by mediation. The mediator shall be selected from the Ministry of Justice Civil Mediation Directory, subject to the agreement of both parties. Save in respect of late or non-payment of undisputed invoices, no party may commence court proceedings in respect of any dispute arising out of these terms and conditions until it has attempted to settle the dispute by mediation and either the parties have been unable to agree on a mediator or the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay. Unless agreed otherwise the mediator's costs and expenses shall be shared equally between the parties.
- 19.2 Subject to Clause 19.1, each party hereby irrevocably agrees that England shall have jurisdiction to settle any disputes arising out of or relating to any Contract and that the laws of England shall govern any Contract. Each party agrees that its rights and obligations under any Contract are not subject to or governed by the United Nations Convention on Contracts for the International Sale of Goods.
- 19.3 Notwithstanding the provisions of Clause 19.1, nothing in this agreement shall limit either party's right to seek injunctive relief.

20 Survival

The following clauses shall continue to be in effect after the termination or expiration of the relevant Contract: 1, 2.4, 2.5, 2.6, 4.10, 4.11, 6.1, 8.2, 9, 11, 12.3, 13, 14, and 17 to 21 inclusive.

21 General

If any provision of any Contract is adjudged by a court of competent jurisdiction to be invalid, void, or unenforceable, the parties agree that the remaining provisions shall not be affected thereby, and that the remainder of any Contract shall remain valid and enforceable. No waiver by either party of any term hereof shall constitute a waiver of any such term in any other case whether prior or subsequent thereto. No single or partial exercise of any power or right by either party shall preclude any other or further exercise thereof. No Contract may be changed, modified, amended, released or discharged except by a subsequent written agreement or amendment executed by duly authorised representatives of Quorum and You. A person who is not a party to any Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of any Contract except as expressly set out herein, but this does not affect any right or remedy that such third party may have without reference to the Contracts (Rights of Third Parties) Act 1999.