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14.4 On termination of this Agreement for any reason:

- all licences granted to the Customer under this Agreement shall immediately terminate and the Customer shall immediately cease all use of the Services and/or the Documentation;
- subject to ~~the~~ right to retain Customer Data pursuant to the licence at clause 5.4, each party shall return and make no further use of any Confidential Information, equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
- The return or destruction of Personal Data will be handled in accordance with clause 5.8(i). For all other Customer Data, ~~TRL~~ will (at the expense of the Customer) provide the Customer with a copy of any Customer Data in its possession where TRL Software receives a written request from the Customer for the same. TRL Software shall use reasonable commercial endeavours to deliver the copy Customer Data to the Customer within 30 days of its receipt of such written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by ~~TRL~~ returning or disposing of Customer Data;
- any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced.

14.5 For the avoidance of doubt, termination of this Agreement will act to automatically terminate any Order Form in place as at the date of termination.

14.6 Clauses which expressly or by implication have effect, or are intended to continue, after termination shall continue in full force and effect including clauses 1, 5.4, 5.8(i), 11, 12.1, 13, 14.4, 16, 18, 19, 20, 21, 24, 26 and 27.

**15.** Force majeure

TRL Software shall have no liability to the Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of TRL Software or any other party), failure or default of a utility service, [the Hosting Provider] or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of TRL Software's suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

~~16.~~ Conflict

If there is an inconsistency between any of the provisions in the main body of this Agreement, the EULA and the Order Form, the following order of precedence shall apply (in order to resolve the conflict):

- (1) the Order Form;
- (2) the terms of this Agreement;
- (3) the EULA.

17. Variation

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

18. Waiver

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

19. Rights and remedies

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

20. Severance

20.1 If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

20.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

21. Entire agreement

21.1 This Agreement, together with the EULA and any documents referred to within the Agreement, constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Any terms or conditions contained within a purchase order the Customer sends to TRL Software pursuant to clause 9.2 are excluded, together with any other terms that the Customer may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

21.2 Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

21.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

21.4 Nothing in this clause shall limit or exclude any liability for fraud.

22. Assignment

22.1 The Customer shall not, without the prior written consent of TRL Software, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

22.2 TRL Software 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.

23. No partnership or agency

Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

24. Third party rights

This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

25. Notices

25.1 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 this Agreement, or such other address as may have been notified by that party for such purposes.

25.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9am 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.

26. Governing law

This 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 and Wales.

27. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).