



**CMR INTERNATIONAL  
STANDARD TERMS AND CONDITIONS (VERSION 1.2)**

**1. DEFINITIONS AND INTERPRETATION**

1.1. In the Agreement, the following capitalised terms have the following meanings unless otherwise set out on the Confirmation of Commitment:

“**Affiliate**” means in relation to any party, an entity that is Controlled by, Controlling or under common Control with that party;

“**Agreement**” means the agreement created between the Parties incorporating these Terms and Conditions and the Confirmation of Commitment;

“**Authorised User**” means an employee of the Client as notified by the Client to CMR and to whom CMR has provided Login Details from time to time;

“**Cleaned Data**” means Client Information which is amended by CMR principally to ensure that it can be properly compared with information received from other customers and in order to preserve the Client's anonymity;

“**Client Information**” means any and all information (which the parties shall acknowledge and agree shall not include any Personal Data) to be provided by the Client to CMR in connection with the provision of the Programmes and the Programme Services

“**CMR**” means the Centre for Medicines Research International Limited a company registered in England and Wales with registered number 4281417 whose registered office is at Aldgate House, 33 Aldgate High Street, London EC3N 1DL;

“**CMR Content**” means the Cleaned Data and any other data, charts, tables, graphs, calculations or other content or information whether provided in connection with the Programmes or in any Products;

“**CMR Materials**” means a) survey designs, questionnaire designs (including in a software format), report format and designs, database designs and any other designs or plans generated or produced by CMR; b) data analyses and compilations, bench-marking and other reports, survey reports, research reports; c) workshop manuals and other materials; d) publications; e) any Products; f) all CMR Content; g) Documentation and h) any other document, report, analysis or research, that is generated, produced or compiled by CMR in connection with the provision of the Programme Services or otherwise but excluding the Client Information;

“**Commencement Date**” means the date for the commencement of the Programme as set out in each Confirmation of Commitment;

“**Confidential Information**” means (i) all information of a confidential nature concerning the trade secrets or business dealings, pricing, plans, procedures, products, services or strategies of a Party, its Affiliates and third parties to whom that Party owes a duty of confidence; (ii) any document or information designated as confidential; and (iii) any information which by its nature the recipient ought reasonably to conclude is confidential information, in all cases whether encrypted or not and including all copies of the above on any media; without limitation, the Client Information is confidential to Client and the Login Details and the CMR Materials are confidential to CMR;

“**Control**” and its derivatives means the ultimate power to determine the direction of the management policies of the entity concerned, either directly or indirectly and whether through the ownership of voting securities, by contract or otherwise;

“**Confirmation of Commitment**” means a CMR Confirmation of Commitment issued by CMR and signed by Client and incorporating these Terms and Conditions;

“**Documentation**” means the user manuals and other documentation and technical information CMR makes generally available in relation to the Products, whether in electronic form or otherwise.

“**Delivery Method**” means the delivery media and/or method through which Client will get access to or CMR will deliver a Product or other CMR Materials, as set out on the Confirmation of Commitment;

“**Fees**” means the fees payable by Client as set out on the Confirmation of Commitment;

“**Intellectual Property Rights**” means all patents, copyrights, design rights, database rights, trade marks, service marks, trade secrets, rights in know-how and Confidential Information, moral rights and any other intellectual property rights (whether registered or unregistered) and all applications for the same, anywhere in the world;

“**Login Details**” means the unique user name and password used by Authorised Users to access the Products and other details (technical or otherwise) concerning access to the Product and its login process;

“**Party**” means a party to this Agreement;

“**Personal Data**” has the meaning given in Section 1 of the Data Protection Act 1998;

“**Programme**” means the programme, which the Client shall participate in and receive the Programme Services, as set out on the Confirmation of Commitment;

“**Programme Services**” means the services to be provided by CMR in connection with a Programme as set out on the Confirmation of Commitment;

“**Product**” means any CMR product providing CMR Content and/or access to CMR Content as set out in the Confirmation of Commitment;

“**Reports**” means programme reports and briefings as prepared by CMR for Client from time to time as identified in the Confirmation of Commitment;

“**Service**” means any service to be provided by CMR under the Agreement, including the provision of a Product; and

“**Third Party Supplier**” means a third party supplier of content, software or technology.

1.2. In the event of any conflict between the Confirmation of Commitment and these Terms and Conditions, the Confirmation of Commitment shall prevail.

1.3. In this Agreement, unless the context otherwise requires, references to:

1.3.1. the words “include”, “includes”, “including”, “in particular” or any such similar words or phrases shall be construed without limiting the words preceding or following;

1.3.2. the plural shall include the singular and vice versa and use of any particular gender shall include all genders;

1.3.3. any legislation, directives, statutes, statutory provisions, subordinate legislation or any mandatory codes of conduct (together “Legislation”) shall be interpreted as referring to such Legislation as amended and in force from time to time and/or which re-enacts or consolidates such Legislation; and

1.3.4. a “person” or “party” includes a natural person, company, corporation, firm, partnership, co-operative company, unincorporated or incorporated association, government, state, statutory authority, foundation or trust.

**2. TERM**

2.1. The Agreement will take effect on the date of the Confirmation of Commitment and shall continue (unless lawfully terminated) until the term of all Services under it have expired as set out on the Confirmation of Commitment (the “**Term**”).

**3. CMR'S OBLIGATIONS**

3.1. In consideration of the payment of the Fees, CMR shall during the Term only provide the Programme Services and the Products to the Client as set out on the Confirmation of Commitment and the remaining provisions of these Terms and Conditions.

3.2. On or within a reasonable period following the applicable milestone dates as set out on the Confirmation of Commitment, CMR shall, via the Delivery Method, either:

3.2.1. deliver the Products or other CMR Materials EXW (INCOTERMS 2000) from CMR's site as notified to Client in writing; or

- 3.2.2. where access to the Products is provided online, issue the applicable Login Details to Client to allow its Authorised Users to access the Products.
- 3.3. The Products shall be deemed accepted on delivery in accordance with Clause 3.2. Within thirty (30) days of delivery of the Products, Client shall notify CMR in writing of any defective media or inability to access the Products. CMR shall replace, without charge, any defective media or re-issue Login Details where such faults are unrelated to misuse by Client.
- 3.4. Where the Confirmation of Commitment identifies that CMR will host a Product, CMR:
- 3.4.1. shall make the Product available to Authorised Users via an Internet website hosted and maintained by CMR (or by a third party on CMR's behalf) and accessible at a URL to be notified by CMR to Client from time to time provided that such Authorised Users are authenticated by providing the correct Login Details;
- 3.4.2. may suspend access to the Product in order to perform maintenance, network upgrades or other work related to the host site and, where reasonably practicable, will provide reasonable advance notice to Client of such suspension; and
- 3.4.3. shall use commercially reasonable endeavours to: (i) maintain adequate server capacity and adequate internet connection bandwidth to the location where CMR hosts its servers, in each case, to provide Authorised Users with reasonable access to the Product; (ii) make the Product available to Authorised Users on a twenty-four (24) hour per day basis, except in the event of scheduled maintenance; and (iii) restore access to the Product in the event of an unscheduled interruption or suspension of the service.
- 3.5. CMR may change the format or nature of the Products at any time provided that any such changes shall have no material adverse effect on Client's reasonable use of the Products and shall provide Client with as much prior notice as is reasonably practicable of any such changes.
- 3.6. CMR shall use commercially reasonable endeavours to provide technical support to Authorised Users during CMR's standard support hours, unless otherwise set out on the Confirmation of Commitment.

#### 4. CLIENT'S OBLIGATIONS

- 4.1. Client shall provide CMR with the Client Information within the timeframe and in the format reasonably required by CMR or as stipulated in the Programme together with such other information and assistance as CMR reasonably requires in order to provide the Programme Services.
- 4.2. The Client acknowledges that CMR will place reliance on the Client Information provided by the Client and that CMR shall not be obliged to make full and detailed enquiries as to its accuracy or completeness even in circumstances where CMR elects in its discretion to prepare Cleaned Data. The Client shall use all reasonable endeavours to ensure that Client Information supplied to CMR is accurate and complete.
- 4.3. The Client acknowledges and agrees that if during the period of any Programme, the Client merges with a third party, is acquired by a third party or acquires a third party which third party is in each case an existing CMR customer, the Programme shall continue for its full current cycle.
- 4.4. The Client shall not provide to CMR any data or document which contains Personal Data.

#### 5. FEES AND PAYMENT

- 5.1. Client shall pay to CMR in accordance with the payment provisions set out on the Confirmation of Commitment: (i) the Fees; and (ii) any travel costs and other expenses incurred by CMR in performing the Services as set out in the Confirmation of Commitment or as otherwise agreed by Client.
- 5.2. Invoiced amounts shall be payable without deduction (whether by way of set-off, counterclaim or otherwise) within thirty (30) days of Client's receipt of the relevant invoice from CMR ("**Due Date**"). Unless otherwise stated on the Confirmation of Commitment, all payments shall be made in pounds sterling. Unless Client has provided CMR prior written notice of any purchase order number or other reasonable information that it requires to be referenced in an invoice submitted by CMR under the Agreement, Client shall not withhold any payment due under or reject any invoice submitted by CMR under this Agreement because CMR has failed to provide that information in its invoice.
- 5.3. All Fees shall be exclusive of any and all charges imposed by a government or other third party ("**Tax**"), including any consumption, sales or value-added taxes and any import or export fees or charges which shall be payable by Client in addition to the Fees. If Client is obliged to withhold or deduct any portion of the Fees, then CMR shall be entitled to receive from Client such amounts as will ensure that the net receipt, after Tax, to

CMR in respect of the Fees is the same as it would have been were the payment not subject to the Tax.

- 5.4. Without prejudice to any other rights or remedies that CMR may have, CMR reserves the right to charge interest and Client shall pay such interest on any outstanding amounts after their Due Date, with effect from the Due Date until the date of receipt by CMR of cleared funds in full at the monthly rate of 1.5% (or the highest amount permitted by applicable Legislation, which ever is less). Such interest shall accrue on a daily basis both before and after judgment.
- 5.5. On providing Client with reasonable prior written notice, CMR shall have the right, either directly or through a third party auditor and not more than once every 12 months, to conduct an audit during Client's normal business hours to verify that the Products are being used in a manner consistent with the provisions of this Agreement. Client shall co-operate with and provide such applicable information as is reasonably requested by CMR (or its third party auditor) for the purposes of carrying out the audit. Without prejudice to CMR's other rights or remedies, if CMR or its third party auditor determine that Client is using the Products in a manner inconsistent with the provisions of this Agreement, Client shall (i) immediately cease such inconsistent use or, upon written agreement between the Parties, pay to CMR additional Fees sufficient to permit such use, and (ii) reimburse CMR for the cost of such audit.

#### 6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. Any Intellectual Property rights in the Client Information other than the Cleaned Data remain the property of the Client. The Client hereby grants to CMR a non-exclusive, world-wide, perpetual, royalty-free licence to use, copy, amend and/or disclose (and permit any third party to perform such acts) the Client Information, to the extent only that such information is contained in the Cleaned Data, for any purpose provided that CMR shall have no right to distribute or otherwise make available the Client Information independently.
- 6.2. Any Intellectual Property rights in the CMR Materials shall belong to CMR and the parties agree that the Cleaned Data shall be owned by CMR. The Client shall execute all such deeds and documents and perform all such acts as CMR may reasonably require to transfer to, or confirm the rights and benefits agreed to be granted to, CMR pursuant to this Clause 6.2.

#### 7. RIGHTS OF USE OF THE CMR MATERIALS

- 7.1. Subject always to payment by the Client of the Fees, CMR grants to Client a limited, non-exclusive, non-transferable right during the Term to use the CMR Materials on the terms set out in Clauses 7.2 and 7.3 below.
- 7.2. In relation to each Product, the Authorised Users shall be entitled to use the Product for which he or she is licensed solely for:
- 7.2.1. accessing, downloading, using, adapting, modifying and/or printing reasonable amounts of the CMR Content (but not all or substantially all of the records unless expressly consented to by CMR) as reasonably required for his or her own work use and Client's internal business purposes; and
- 7.2.2. distribute CMR Content in the Products to other Authorised Users having equivalent rights to independently access such CMR Content under this Agreement.
- 7.3. The employees of Client and its Affiliates, may during the Term:
- 7.3.1. use the CMR Materials produced for it by CMR in connection with the Programme Services as the Client sees fit in connection with its business and shall be entitled to copy and distribute the same as it wishes for use within the Client and its Affiliates.
- 7.3.2. disclose the CMR Materials to third party consultants or advisors (other than consultants or advisors that are competitors of CMR), provided such third parties are first informed in writing by Client that the CMR Materials are confidential to CMR and should not be used or disclosed by the third party save for the legitimate business purposes being requested by the Client;
- 7.3.3. include extracts from the CMR Materials on its web-site, in its annual report or in the other documents prepared by it which are intended for publication provided that such extracts are not modified.
- 7.3.4. distribute limited, specifically relevant portions of the CMR Materials for interactions with (i) government regulatory agencies; or (ii) third parties for the purpose of representing or advising Client during litigation or other procedures for the application, renewal, extension or enforcement of Intellectual Property Rights, in either case in connection with Client's products or services;

and provided that the source of such CMR Materials is duly acknowledged and the following notice is included where the CMR Content is reproduced:

"This material is reproduced under a license from CMR International, a Thomson Reuters business. You may not copy or re-distribute this material in whole or in part without the written consent of CMR International."

## 8. RESTRICTIONS ON USE OF THE CMR MATERIALS

- 8.1. Without prejudice to the other sections of this Agreement, each party agrees not to publish or otherwise make available any of the Cleaned Data or any of the information or data contained in the CMR Materials until twelve (12) months following the end of the year to which the data relates or where specific publication or dissemination instructions have been issued with the Programme. Nothing in this Clause 8.1 shall be deemed to restrict or prevent Client's use of its Client Information or CMR's ability to provide the CMR Materials to other participants of the relevant Programmes.
- 8.2. Without prejudice to Clause 8.1 and notwithstanding Clause 7.3 above, Client agrees that it will not publish or otherwise disclose any of the information or data contained in the CMR Materials, without the prior written permission of CMR.
- 8.3. Client undertakes not to, and to procure that its Affiliates and its and their employees will not:
  - 8.3.1. translate, modify, reverse engineer, decompile, disassemble, sublicense, sell or distribute any CMR Materials other than to the extent that they are expressly licensed to do so under Clauses 7 above or otherwise as expressly permitted by law, where such rights cannot be modified by agreement;
  - 8.3.2. (i) create derivative databases or other works whether using all or some of the CMR Materials; or (ii) otherwise use the CMR Materials (or any portion or derivation of the CMR Materials) in any product or service;
  - 8.3.3. use the CMR Materials, directly or indirectly, on a time sharing, remote job entry or service bureau basis or otherwise for the benefit of any third party, except, where applicable, Client Affiliates;
  - 8.3.4. use the CMR Materials in breach of the Agreement;
  - 8.3.5. disclose the Login Details to any third party or allow third parties to use the Login Details to access the Products (whether on the Authorised User's behalf or otherwise);
  - 8.3.6. create a denial of service, hack into, make unauthorized modifications of or otherwise impede the Product, whether by the use of malware or otherwise, intercept the communications of others using the Product or falsify the origin of Client's or the Authorised User's (as applicable) communications or attempt to do any of the foregoing;
  - 8.3.7. use the Products for any illegal or injurious purpose or to publish, post, distribute, receive or disseminate defamatory, infringing, obscene, or other unlawful material or to threaten, harass, stalk, spam, abuse, or otherwise violate the legal rights (including without limitation rights of privacy and publicity) of others;
  - 8.3.8. use the CMR Materials: (i) for any medical diagnosis or treatment purpose; or (ii) to create an index if that index will be used as a tradable instrument in the nature of a security; or
  - 8.3.9. redistribute any of the CMR Materials to any competitor of CMR or Thomson Reuters.
- 8.4. Client shall ensure that the Login Details as provided to the Authorised Users are not transferred from one individual to another.
- 8.5. Client acknowledges that the CMR Materials do not constitute a recommendation to buy or sell securities of any kind and that in providing the CMR Materials to Client, CMR has not undertaken any liability or obligation relating to the purchase or sale of any securities for or by Client or the provision of investment advice in relation to such purchase or sale.
- 8.6. Client shall notify CMR promptly upon becoming aware of any unauthorized disclosure, use or copying of the CMR Materials.

## 9. CONFIDENTIAL INFORMATION

- 9.1. Each Party (the "Receiving Party") shall keep any Confidential Information received from or belonging to the other or its Affiliates (the "Disclosing Party") secret and shall not:
  - 9.1.1. disclose such Confidential Information to anyone except to those of its employees, contractors or agents who are bound by confidentiality obligations, for internal use only where disclosure is necessary to perform its obligations or exercise its rights under this Agreement; or

9.1.2. use such Confidential Information other than to perform its obligations or exercise its rights under this Agreement without the prior written consent of the Disclosing Party.

- 9.2. Clause 9.1 shall not apply to any Confidential Information to the extent that:
  - 9.2.1. it is or becomes generally and freely available to the public through no fault of the Receiving Party or its employees, contractors or agents; or
  - 9.2.2. it can be shown to have been independently originated by the Receiving Party or communicated to it by a third party on a non-confidential basis provided that such third party did not breach a confidentiality obligation in making such communication to the Receiving Party.
- 9.3. In the event that the Receiving Party becomes legally compelled (or requested by an applicable regulatory body) to disclose any Confidential Information, the Receiving Party will provide the Disclosing Party with prompt written notice (unless legally prohibited) so that the Disclosing Party may either: (i) seek an order preventing disclosure or such other appropriate remedy (and if the Disclosing Party seeks such an order or remedy, the Receiving Party will provide such cooperation as the Disclosing Party reasonably requests); and/or (ii) waive compliance with the provisions of this clause 9. In the event that such an order or other remedy is not obtained, or if the Disclosing Party waives compliance with the provisions of this clause 9, the Receiving Party will furnish only that portion of the Confidential Information which is legally required (in the reasonable opinion of its legal counsel).

## 10. WARRANTIES

- 10.1. CMR warrants that it has the right to grant all licenses granted under this Agreement.
- 10.2. CMR warrants that it will provide the Services in accordance with industry standards using personnel having reasonably appropriate skills, experience, qualifications and knowledge.
- 10.3. Each Party warrants to the other that it has authority to enter into this Agreement and that the entering into this Agreement and the performance of its obligations under it will not violate any applicable Legislation.
- 10.4. Except as set out in this Agreement, all warranties, terms and conditions whether implied by statute, common law or otherwise, are excluded to the fullest extent permitted by law, including warranties of merchantability, non-infringement AND fitness for a particular purpose.
- 10.5. CMR makes no warranty or representation as to the accuracy, completeness or correctness of any Products or as to any Services being uninterrupted or error free or that all errors in the Products will be corrected. In particular, CMR, its Affiliates and Third party Suppliers will not be liable for (i) any corruption, alteration, damage, loss or mis-transmission (as applicable) of Client's or any third party's data, software, hardware or systems; and (ii) loss or damage resulting from the inadequacy of security of data during transmission via public electronic communications networks or facilities.
- 10.6. The Client acknowledges that CMR's sources are third parties providing information CMR is unable to check or validate and confirms that it intends to utilise CMR's services provided pursuant to this Agreement to give it a general indication of its performance relative to others in the industry and will act only based on this information when taken in conjunction with other information either prepared by the Client itself or by a third party and the Client agrees that CMR shall have no responsibility for any and all liability, loss, damage, cost and expense whatsoever which the Client may incur or suffer as a result of any reliance by the Client on any conclusion or information contained in any CMR Materials.
- 10.7. The Products may contain links to Internet sites operated by third parties. Where such links exist they are provided for Client's convenience only. CMR does not control such Internet sites and is not responsible for their content. CMR's inclusion of links to such Internet sites does not imply any endorsement of the material on such Internet sites or any association with their operators and CMR makes no warranties in respect of such Internet sites.

## 11. INDEMNITY

- 11.1. Subject to clause 11.2:
  - 11.1.1. CMR shall defend, indemnify and hold Client harmless from and against any third party claim arising as a result of CMR's breach of the warranty at clause 10.1.
  - 11.1.2. Client shall defend, indemnify and hold CMR, its Affiliates and Third Party Suppliers harmless from and against any claim against it or them: (i) that its or their use of any Client Information infringes

third party Intellectual Property Rights; (ii) subject to Clauses 10.1 and 11.1.1, arising out of or in connection with Client's or any of its Affiliates or its or their employees, agents or representatives use of the Products.

11.2. A Party seeking to rely on an indemnity under clause 11.1.1 or clause 11.1.2 ("**Claiming Party**") may only make a claim under the relevant indemnity provided that it: (i) shall promptly notify the other party ("**Indemnifying Party**") of any such claim; (ii) does not, without the Indemnifying Party's written consent, do or omit to do anything, or make any admission, which materially prejudices the Indemnifying Party's defence of such claim; and (iii) takes all reasonable steps to mitigate any loss or damage to the third party claimant.

11.3. In the event an injunction is sought or obtained against Client, CMR may, at its sole option and expense: (a) procure for Client the right to continue receiving the affected Product; (b) replace or modify the affected Product so that it does not infringe; or (c) terminate this Agreement in respect only of the affected Product and pay to Client a pro-rata refund of the Fees allocable for such Product for the period from the End Date to the end of the pre-paid period (if any).

11.4. CMR's obligations under Clauses 11.1 and 11.3 shall not apply in relation to any third party claim attributable to (i) use of the Products in a manner not authorized under this Agreement; (ii) use of the Products in combination with any third party items where such claim would not have arisen but for such combination; (iii) modification or alteration of the Products other than by CMR or its sub-contractors; or (iv) use of any version of the Products where a subsequent Update or Upgrade to that version has been generally released which avoids the alleged infringement.

11.5. This Clause 11 constitutes the entire liability of CMR, and Client's sole and exclusive remedy, with respect to any claims of infringement of third party rights.

## 12. EXCLUSION AND LIMITATION OF LIABILITY

12.1. The provisions in this Agreement limiting or excluding liability do not apply to:

- 12.1.1. death or personal injury resulting from negligence;
- 12.1.2. breach of the obligations arising from Section 12 of the Sale of Goods Act 1979; or
- 12.1.3. fraud or deceit.

12.2. Neither party will be liable to the other in contract, tort (including negligence) or otherwise for any indirect, special, punitive or consequential loss or damage arising out of or in connection with this Agreement and/or a Service however such indirect loss or damage may arise even if that party had been advised of the possibility of such indirect losses.

12.3. Each Party's liability which may arise out of or in connection with a Service and/or the Agreement, whether in contract, tort (including negligence) or otherwise, will, in respect of any incident, or series of connected incidents:

- 12.3.1. In relation to a service, be limited to an amount equal to the Fees paid by Client for that Service; and
- 12.3.2. unrelated to a Service, be limited to an amount equal to the aggregate fees paid under the Agreement,

in the twelve month period prior to the date of the incident (or the first such incident in the case of a series).

12.4. Clauses 12.1 and 12.3 shall:

- 12.4.1. not apply in relation to: (i) each party's obligation to indemnify the other party arising under Clause 11; (ii) Client's obligations arising under Clause 5; or otherwise (iii) any liability arising out of or in connection with Client's infringement of any Intellectual Property Rights in the Products licensed by CMR under this Agreement; and
- 12.4.2. subject to Clause 12.4.1, apply equally to CMR's Affiliates and Third Party Suppliers as if such third parties were CMR.

12.5. Client shall indemnify and hold harmless CMR, its Affiliates and Third Party Suppliers in respect of any liability suffered by CMR, its Affiliates or Third Party Suppliers (as applicable) as a result of a claim made against CMR, its Affiliates or Third Party Suppliers by any Affiliate of Client where such liability would be excluded or limited under this Agreement if such claims were made by Client.

## 13. TERMINATION AND SUSPENSION

13.1. The Client shall have the right to request CMR in writing to terminate a particular Programme before the end of its initial period and CMR shall within thirty (30) days of receipt of any such request either:

13.1.1. notify Client that CMR accedes to such request, and CMR shall accede to such request in the following circumstances, namely:

- (a) if CMR in its sole discretion is satisfied that notwithstanding the Customers withdrawal from the Programme in question (such that the Client will no longer make available Client Information for such Programme) the Programme remains viable; and
- (b) if the Client pays CMR all Fees which would have been due under the Programme up until the end of the initial term; or
- (c) by negotiation;

or

13.1.2. notify Client that such request is denied on grounds that the Client's withdrawal from the Programme will in CMR's opinion render the Programme non-viable.

13.2. Without prejudice to its other rights and remedies, either Party may terminate this Agreement or any Service (as applicable) with immediate effect by written notice to the other if the other Party is in material breach of the Agreement or its obligations in relation to a particular Service (as applicable) and either that breach is incapable of remedy or the Party in breach has failed to remedy the breach within thirty (30) days after receiving written notice requiring it so to remedy.

13.3. CMR may terminate the Agreement or, at its discretion, any Service with immediate effect if any organization which is a competitor of Thomson Reuters acquires Control of Client.

13.4. If at any time CMR for any reason decides to cease general provision of a Service, CMR may cancel that Service by providing not less than ninety (90) days' written notice to Client.

13.5. Upon termination or cancellation under clauses 13.3 or 13.4 respectively, CMR's sole liability to Client in respect of such cancellation shall be to refund the Fees.

13.6. Without prejudice to its other rights and remedies, CMR may suspend the provision of any Service: (i) if Client is in material breach of this Agreement, for the duration of such breach; and/or (ii) if CMR reasonably believes Client is in material breach of this Agreement, for the duration of CMR's investigation into whether such breach is occurring or has occurred. CMR shall notify Client in writing (including by email) of any temporary suspension, and the cause thereof, as soon as reasonably practicable.

13.7. If Client breaches any of the restrictions on use of Products set out in this Agreement or fails to pay any of the Fees when due, without limitation, such breach shall be deemed a material breach for the purposes of this Agreement.

## 14. CONSEQUENCES OF TERMINATION OR EXPIRY

14.1. Upon termination or expiry of this Agreement ("**End Date**"):

14.1.1. all licenses granted under this Agreement shall cease except those licenses which either expressly or by implication are intended to continue beyond the End Date;

14.1.2. within thirty (30) days after the End Date, Client shall, and shall cause all Authorised Users to, erase or destroy all copies (in all formats and all media) of CMR's Confidential Information and any Products which are not provided on a perpetual license basis in Client's or Authorised Users' possession or control, and shall, on CMR's request, promptly deliver to CMR a written statement signed by an individual having sufficient authority and knowledge, certifying that such actions have been completed in accordance with this clause 14.1. For the avoidance of doubt all Reports provided to client by CMR and downloaded by Client shall be deemed to be licensed on a perpetual basis.

14.2. Upon cancellation of a Service the provisions of clause 14.1 shall apply in respect of that Service and the Products related to it (and "**End Date**" shall be taken to mean the date of cancellation of the applicable Service).

14.3. Clauses 1, 5, 9, 11, 12, 14 and 15 will survive termination or expiration of this Agreement for any reason.

14.4. Termination of this Agreement or cancellation or suspension of a Service will not affect any rights accrued at the date of expiry, termination, suspension or cancellation.

## 15. GENERAL

15.1. Neither Party will be liable to the other for any failure or delay in the performance of its obligations under this Agreement (except for payment of money) due to circumstances beyond its reasonable control.

- 15.2. Failure or delay by either Party in exercising any right or power hereunder will not constitute a waiver of such right or power unless agreed in writing pursuant to clause 15.6.
- 15.3. Client shall not assign, sub-license or delegate any of its rights or obligations under this Agreement without the prior written consent of CMR. CMR may sub-contract or transfer all or any of its rights or obligations under the Agreement to any third party, provided that in the case of sub-contracting, CMR shall remain responsible for the performance by its sub-contractors of such obligations under this Agreement. Any assignment, sub-licensing or delegation in breach of this clause 15.3 shall be null and void.
- 15.4. Any notice given under this Agreement must be in English, in writing, signed by or on behalf of the Party giving it and delivered personally or sent by pre-paid post to the address set out on the Confirmation of Commitment (or as otherwise notified in writing by that Party by notice complying with the terms of this clause). CMR shall be entitled to notify Client about renewal and pricing information by email to the email address of Client's administrator as notified by Client in writing from time to time. Any such notices will be treated as being received on the date that the notice is recorded as having been delivered.
- 15.5. This Agreement contains the entire agreement of the Parties as to its subject matter and supersedes any and all prior written or oral agreements and understandings in relation thereto. Client agrees that any terms and conditions incorporated into any purchase order submitted by it for acceptance by CMR whether before or after the date of the Agreement shall not apply and are expressly excluded. Each Party acknowledges that in entering into this Agreement they have not relied on any representations made by the other Party that are not expressed in this Agreement. This clause 15.5 shall not be construed as excluding either Party's liability in respect of any fraudulent statements.
- 15.6. Any amendment to this Agreement shall only be effective if in writing and executed by a duly authorized representative of each Party.
- 15.7. If any provision of this Agreement is determined to be illegal or unenforceable by any court of competent jurisdiction, it shall be deemed to have been deleted without affecting the remaining provisions.
- 15.8. Client acknowledges that the Products may be subject to applicable export control laws and regulations of the USA or its country of origin. Client agrees not to export or re-export such Products, directly or indirectly, to any countries that are subject to USA export restrictions or export restrictions of its country of origin.
- 15.9. This Agreement will be governed by and construed in accordance with the laws of England and Wales.
- 15.10. The parties shall attempt to resolve any dispute arising out of or relating to the Agreement (a "**Dispute**") through negotiations between senior executives of the parties who have authority to legally bind the parties and to settle such Disputes. If a Dispute is not resolved by negotiation within thirty (30) days of receipt of a written 'invitation to negotiate', the parties will attempt to resolve the Dispute in good faith through an agreed alternative dispute resolution (ADR) procedure. If the Dispute has not been resolved by such procedure within sixty (60) days of its initiation, or if either party will not participate in the procedure, the Dispute may be referred to the English Courts. Nothing in this clause 15.10 shall be construed as prohibiting a party or its Affiliates from applying to a court for interim injunctive relief.
- 15.11. Each Party intends that CMR's Affiliates and Third Party Suppliers shall be entitled to enforce the terms of the Agreement against the Client, subject to the limitations of liability contained in the Agreement and provided that the Parties may cancel or vary the terms and conditions of the Agreement without the consent of such third parties. No other third party will be entitled to enforce any of the terms of the Agreement, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.