

Lattice Training Limited

Terms applying to Assessor training reports provided by Lattice Training

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this Agreement:

Assessor: the business contracting with Lattice on these terms.

Assessor Data: the data inputted by Authorised Users for the purpose of using the Services or facilitating the Assessor's use of the Services.

Authorised Users: the Assessor (if an individual) and those employees, agents and independent contractors of the Assessor who have been accredited by Lattice by virtue of the following:

- (i) satisfy the applicable criteria in the Documentation;
- (ii) have completed the Initial Training or, as the case may be, the Update Training to the satisfaction of Lattice;
- (iii) in the three months following the date of Initial Training, have input Assessor Data and generated a Report three times using the Service in each case in relation to an employee, agent or independent contractor of the Assessor and without charge to that person; and
- (iv) have received written confirmation from Lattice that the Reports generated pursuant to paragraph (iii) above are satisfactory.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 10.5 or clause 10.6.

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures: as defined in the Data Protection Legislation.

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

Documentation: the document made available to the Assessor by Lattice online via a weblink to an online drive or such other web address notified by Lattice to the Assessor from time to time which sets out a description of the Services and the user instructions for the Services.

Effective Date: the earliest of the first date on which an Assessor (if an individual) or an employee, agent or independent contractor of the Assessor is accredited as an Authorised User, or 1 month following the Initial Training.

Fees: the monthly subscription fees charged by Lattice from time to time, as detailed at <https://latticetraining.com/becoming-a-lattice-assessor/>.

Lattice: Lattice Training Limited (company number 09751113) whose registered office is at Unit 11 Clarence Industrial Estate, East Side Road, Chesterfield, England, S41 9AT.

Normal Business Hours: 8.00 am to 6.00 pm local UK time, each Business Day.

Renewal Term: has the meaning given to it in clause 13.1.

Report: means the report described in the Documentation, which includes but is not limited to a comparison between the climbing performance of the subject of the report ('**Client**') and the performance of other climbers based on a model produced by Lattice, and other relevant analyses of the subject's physical, technical and/or mental attributes which Lattice considers relevant to climbing performance.

Services: the subscription services provided by Lattice to the Assessor under this Agreement via a weblink to an online drive or any other website notified to the Assessor by Lattice from time to time, as more particularly described in the Documentation.

Support Policy: Lattice's policy for providing support in relation to the Services as made available via email, or such other website address or messaging app as may be notified to the Assessor from time to time.

Templates: the report templates and data models used by Lattice to provide the Services.

Training: the initial training in use of the Services provided by Lattice to each individual ('**Initial Training**') and the update training provided by Lattice to each individual who has not input Assessor Data and generated a Report for more than six months ('**Update Training**').

Training Fees: the following amounts or such increased amounts as are charged by Lattice from time to time, as detailed at <https://latticeclimbing.com/becoming-a-lattice-assessor/>:

- Initial Training: £500 plus VAT for the first two attendees and £250 plus VAT for each additional attendee (one half of this fee being charged in addition for each individual which attends Initial Training a second or following time);
- Update Training: as for Initial Training above.

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

Vulnerability: a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term Vulnerabilities shall be construed accordingly.

- 1.2 Clause headings shall not affect the interpretation of this Agreement.
- 1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to writing or written includes e-mail.
- 1.7 References to clauses are to the clauses of this Agreement.

2. THE SERVICE

- 2.1 Subject to the restrictions set out in this clause 2 and the other terms and conditions of this Agreement, Lattice hereby grants to the Assessor a non-exclusive, non-transferable right, without the right to grant sublicences, to permit the Authorised Users to use the Services and the Documentation during the term of this Agreement solely for the Assessor to provide Reports to its customers.
- 2.2 In relation to the Authorised Users, the Assessor undertakes that:
- (a) it will not allow the Services to be accessed by any person which is not an Authorised User and in particular will ensure that the email address used by an Authorised User to access the Services is protected by a secure password at all times;
 - (b) it will ensure that each Authorised User uses the Services in accordance with the Documentation;
 - (c) it shall permit Lattice or Lattice's designated auditor to audit the Services in order to audit compliance with clause 2.2(b). Each such audit may be conducted no more than once per quarter, at Lattice's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Assessor's normal conduct of business; and
 - (d) if any of the audits referred to in clause 2.2(c) reveal that any password has been made available to any individual who is not an Authorised User, then without prejudice to Lattice's other rights, the Assessor shall promptly disable such passwords and Lattice shall be entitled no longer to accept the individual as an Authorised User.
- 2.3 The Assessor shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:
- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - (b) facilitates illegal activity;
 - (c) depicts sexually explicit images;
 - (d) promotes unlawful violence;
 - (e) is discriminatory based on race, gender, colour, religious or philosophical belief, sexual orientation, disability; or
 - (f) is otherwise illegal or causes damage or injury to any person or property;
- and Lattice reserves the right, without liability or prejudice to its other rights to the Assessor, to disable the Assessor's access to any material that breaches the provisions of this clause.
- 2.4 The Assessor shall not:
- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Agreement attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Templates and/or Documentation (as applicable) in any form or media or by any means; or

- (b) access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or
 - (c) use the Services and/or Documentation to provide services to third parties other than providing one Report to each of its own customers in respect of whom Lattice has issued a link to the Assessor; or
 - (d) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users; or
 - (e) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 2; or
 - (f) introduce or permit the introduction of, any Virus or Vulnerability into Lattice's network and information systems.
- 2.5 The Assessor shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify Lattice.
- 2.6 The rights provided under this clause 2 are granted to the Assessor only, and shall not be considered granted to any associate, subsidiary or holding company of the Assessor.

3. TRAINING

- 3.1 Lattice shall from time to time provide Training to individuals nominated by the Assessor in return for payment of the Training Fee. The Assessor acknowledges and agrees that no person shall have access to the Services unless they:
- (a) meet the training criteria found at <https://latticelearning.com/becoming-a-lattice-assessor/> (password: latticeassessor); and
 - (b) have completed the Initial Training and, from time to time, the Update Training (if required by Lattice) to the satisfaction of Lattice (as confirmed in writing by Lattice to the Assessor).
- 3.2 Training will be provided in the UK at the location specified by Lattice and the Assessor will pay all costs and expenses incurred by it or its staff in relation to the Training.

4. SERVICES

- 4.1 Lattice shall, during the term of this Agreement, provide the Services and Reports and make available the Documentation to the Assessor on and subject to the terms of this Agreement.
- 4.2 Lattice shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:
- (a) planned maintenance carried out during the maintenance window of 10.00 pm to 2.00 am UK time; and
 - (b) unscheduled maintenance performed outside Normal Business Hours, provided that Lattice has used reasonable endeavours to give the Assessor at least 6 Normal Business Hours' notice in advance.
- 4.3 Lattice will, as part of the Services, provide the Assessor with Lattice's standard Assessor support services during Normal Business Hours in accordance with Lattice's Support Policy in effect at the time that the Services are provided. Lattice may amend the Support Policy in its sole and absolute discretion from time to time.

5. ASSESSOR DATA

- 5.1 The Assessor shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all Assessor Data. The Assessor shall at all times retain at least one back-up copy of the Assessor Data.
- 5.2 Lattice shall, in providing the Services, comply with its Privacy Policy relating to the privacy and security of the Assessor Data available at <https://latticetraining.com/policy/privacy/> or such other website address as may be notified to the Assessor from time to time, as such document may be amended from time to time by Lattice in its sole discretion.
- 5.3 Each party will comply with all applicable requirements of the Data Protection Legislation. This clause 5 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 5.4 The parties acknowledge and agree that each party is an independent controller of personal data for the purposes of the Data Protection Legislation.
- 5.5 Without prejudice to the generality of clause 5.3, the Assessor will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Assessor Data to Lattice for the duration and purposes of this Agreement so that Lattice may lawfully use, process and transfer the Assessor Data in accordance with this Agreement.
- 5.6 Each party shall ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it).

6. LATTICE'S OBLIGATIONS

- 6.1 Lattice undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care and shall apply good industry practice to prevent the introduction of, any Virus or Vulnerability into Lattice's network and information systems.
- 6.2 The undertaking at clause 6.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Lattice's instructions, or modification or alteration of the Services by any party other than Lattice or Lattice's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Lattice will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Assessor with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Assessor's sole and exclusive remedy for any breach of the undertaking set out in clause 6.1.
- 6.3 Lattice:
 - (a) does not warrant that:
 - (i) the Assessor's use of the Services will be uninterrupted or error-free;
 - or

- (ii) that the Services, Documentation and/or the information obtained by the Assessor through the Services will meet the Assessor's requirements; or
 - (iii) the Templates or the Services will be free from Vulnerabilities;
 - (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Assessor acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 6.4 This Agreement shall not prevent Lattice from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.
- 6.5 Lattice warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.

7. ASSESSOR'S OBLIGATIONS

- 7.1 The Assessor shall and shall ensure that it's Authorised Users shall:
- (a) provide Lattice with:
 - (i) all necessary co-operation in relation to this Agreement; and
 - (ii) all necessary access to such information as may be required by Lattice;
- in order to provide the Services, including but not limited to Assessor Data, security access information and configuration services;
- (b) without affecting its other obligations under this Agreement, comply with all applicable laws and regulations with respect to its activities under this Agreement;
 - (c) be responsible for verifying that the contents of each Report are consistent with the Assessor Data provided by the Assessor in respect of that Report;
 - (d) carry out all other Assessor responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Assessor's provision of such assistance as agreed by the parties, Lattice may adjust any agreed timetable or delivery schedule as reasonably necessary;
 - (e) ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorised User's breach of this Agreement;
 - (f) obtain and shall maintain all necessary licences, consents, and permissions necessary for Lattice, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services;
 - (g) ensure that its network and systems comply with the relevant specifications provided by Lattice from time to time; and
 - (h) be, to the extent permitted by law and except as otherwise expressly provided in this Agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to Lattice's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Assessor's network connections or telecommunications links or caused by the internet.

8. CHARGES AND PAYMENT

- 8.1 The Assessor shall pay the Fees to Lattice for the Services and the Training Fees for the Training in accordance with this clause 8.

- 8.2 The Training Fees shall be paid by the Assessor via a weblink provided by Lattice at least 14 days in advance of the date for any Training which is to be attended by the Assessor (if an individual) and/or any employees, agents and independent contractors of the Assessor.
- 8.3 In respect of the Fees the Assessor shall on or before the Effective Date provide via a weblink to Lattice valid, up-to-date and complete credit or debit card details acceptable to Lattice and any other relevant valid, up-to-date and complete contact and billing details, and the Assessor hereby authorises Lattice to bill such credit or debit card monthly in advance for the Fees, commencing on the Effective Date.
- 8.4 If Lattice has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of Lattice:
- (a) Lattice shall be under no obligation to provide any or all of the Services or Training (as applicable) while the Fees or Training Fees concerned remain unpaid; and
 - (b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current base lending rate of Lattice's bankers in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 8.5 All amounts and fees stated or referred to in this Agreement:
- (a) shall be payable in pounds sterling;
 - (b) are exclusive of value added tax, which shall be added to Lattice's invoice(s) at the appropriate rate.
- 8.6 Lattice shall be entitled to increase the Fees and the Training Fees with effect from 1 January each year upon 30 days' prior notice to the Assessor.

9. PROPRIETARY RIGHTS

- 9.1 The Assessor acknowledges and agrees that Lattice and/or its licensors own all intellectual property rights in the Reports, the Services and the Documentation and, as between the parties, the Assessor Data. Except to the extent necessary to proper use of them as contemplated by the provisions of this Agreement, this Agreement does not grant the Assessor any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Reports, Assessor Data, Services or the Documentation.
- 9.2 Lattice confirms that it has all the rights in relation to the Reports, Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

10. CONFIDENTIALITY

- 10.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that:
- (a) is or becomes publicly known other than through any act or omission of the receiving party;
 - (b) was 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.
- 10.2 Subject to clause 10.4, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third

party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.

- 10.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees, workers, independent contractors or agents in violation of the terms of this Agreement.
- 10.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 10.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 10.5 The Assessor acknowledges that details of the Templates, Reports and the Services constitute Lattice's Confidential Information.
- 10.6 Lattice acknowledges that the Assessor Data is the Confidential Information of the Assessor.
- 10.7 The Assessor acknowledges and agrees that Lattice may name the Assessor and/or any Authorised User as a Lattice training services provider on its website and share any posts of the Assessor on social media.
- 10.8 The above provisions of this clause 10 shall survive termination of this Agreement, however arising.

11. INDEMNITY

- 11.1 The Assessor shall defend, indemnify and hold harmless Lattice against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with Lattice's use and (as between the parties) ownership of the Assessor's Data, provided that:
 - (a) the Assessor is given prompt notice of any such claim;
 - (b) Lattice provides reasonable co-operation to the Assessor in the defence and settlement of such claim, at the Assessor's expense; and
 - (c) the Assessor is given sole authority to defend or settle the claim.
- 11.2 The Assessor shall defend, indemnify and hold harmless Lattice against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with any training or coaching commentary written by an Authorised User within a Report, or any future or follow-on coaching or training provided by an Authorised User to a Client, provided that:
 - (a) the Assessor is given prompt notice of any such claim;
 - (b) Lattice provides reasonable co-operation to the Assessor in the defence and settlement of such claim, at the Assessor's expense; and
 - (c) the Assessor is given sole authority to defend or settle the claim.
- 11.3 Lattice shall defend, indemnify and hold harmless the Assessor against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with Lattice's failure to use reasonable care and skill in developing and applying the Templates, provided that:
 - (a) Lattice is given prompt notice of any such claim;

- (b) the Assessor provides reasonable co-operation to Lattice in the defence and settlement of such claim, at Lattice's expense; and
 - (c) Lattice is given sole authority to defend or settle the claim.
- 11.4 In no event shall Lattice, its employees, agents and sub-contractors be liable to the Assessor to the extent that the alleged infringement is based on or relates to:
- (a) a modification of a Report or the Services or Documentation by anyone other than Lattice;
 - (b) any coaching or training advice given by the Authorised User to a Client either separate to or contained within the Report which has not been written by Lattice; or
 - (c) the Assessor's use of the Report, Services or Documentation in a manner contrary to the instructions given to the Assessor by Lattice.
- 11.5 The foregoing states the Assessor's sole and exclusive rights and remedies, and Lattice's (including Lattice's employees', agents' and sub-contractors') entire obligations and liability, for failure to use reasonable care and skill in developing and applying the Templates.

12. LIMITATION OF LIABILITY

- 12.1 Except as expressly and specifically provided in this Agreement:
- (a) the Assessor assumes sole responsibility for its use of the Reports and shall apply its reasonable skill and judgement to each Report before releasing it to any third party;
 - (b) Lattice shall have no liability for any damage caused by errors or omissions in any information provided to Lattice by the Assessor in connection with the Services, or any actions taken by Lattice at the Assessor's direction;
 - (c) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement; and
 - (d) the Services and the Documentation are provided to the Assessor on an "as is" basis.
- 12.2 Nothing in this Agreement excludes the liability of Lattice:
- (a) for death or personal injury caused by Lattice's negligence; or
 - (b) for fraud or fraudulent misrepresentation.
- 12.3 Subject to clause 12.1 and clause 12.2:
- (a) Lattice shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement; and
 - (b) Lattice's total aggregate liability in contract (including in respect of the indemnity at clause 11.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited:
 - (i) in respect of each Report to £100; and
 - (ii) in aggregate in any period of twelve months to an amount equal to the Fees paid by the Assessor to Lattice during that period of twelve months.

13. TERM AND TERMINATION

- 13.1 This Agreement shall, unless otherwise terminated as provided in this clause 13, commence on the date of signature and shall continue, unless:
- (a) either party notifies the other party of termination, in writing, at least 60 days before an anniversary of the Effective Date, termination to take effect on that anniversary; or
 - (b) otherwise terminated in accordance with the provisions of this Agreement.
- 13.2 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
- (a) the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;
 - (b) the other party commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
 - (c) the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
 - (d) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;
 - (e) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - (g) an application is made to court, or an order is made, for the appointment of an administrator or trustee in bankruptcy (in the case of an individual), or if a notice of intention to appoint an administrator or trustee in bankruptcy (in the case of an individual) is given or if an administrator or trustee in bankruptcy (in the case of an individual) is appointed, over the other party;
 - (h) the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
 - (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 - (j) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;

- (k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause (d) to clause (j) (inclusive); or
- (l) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

13.3 On termination of this Agreement for any reason:

- (a) all licences granted under this Agreement shall immediately terminate and the Assessor shall immediately cease all use of the Services and/or the Documentation;
- (b) each party shall return and make no further use of any equipment, property, documentation and other items (and all copies of them) belonging to the other party;
- (c) 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. FORCE MAJEURE

Lattice shall have no liability to the Assessor 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 Lattice or any other party), failure of a utility service, online document service 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 Lattices or sub-contractors, provided that the Assessor is notified of such an event and its expected duration.

15. VARIATION

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

16. 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.

17. 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.

18. SEVERANCE

18.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

18.2 If any provision or part-provision of this Agreement is deemed deleted under clause 18.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

19. ENTIRE AGREEMENT

- 19.1 This Agreement constitutes 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.
- 19.2 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.
- 19.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation, or negligent misstatement based on any statement in this Agreement.

20. ASSIGNMENT

- 20.1 The Assessor shall not, without the prior written consent of Lattice, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 20.2 Lattice 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.

21. NO PARTNERSHIP EMPLOYMENT OR AGENCY

Nothing in this Agreement is intended to or shall operate to create a partnership or a relationship of employer and employee/worker 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). The Assessor shall defend, indemnify and hold harmless Lattice against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with any allegation or claim that a relationship of employer and employee/employer or similar has arisen between Lattice and the Assessor and/or any Authorised User as a result of this Agreement.

22. 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.

23. NOTICES

- 23.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand, by email via a nominated email account notified by each party for such purposes, 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.
- 23.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by email shall be deemed to have been received on the date that the email is received, however if the time of deemed receipt of any notice is not before 5.30 p.m. UK time on a Business Day at the address of the recipient it shall be deemed to have been received at the commencement of business on the next Business Day.

24. 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.

25. 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) provided that Lattice may enforce any judgement of the courts of England and Wales in the courts of any jurisdiction.