

TERMS & CONDITIONS FOR THE SUPPLY OF TRAINING COURSES - SOFTWARE

1 INTERPRETATION

1.1 In these terms and conditions ("Conditions"):

"Background Intellectual Property" means the Intellectual Property owned or controlled by either Party existing at the date of the Contract or generated other than through the performance of the Training Course and which is used for the provision of the Training Course;

"Charges" means the charges made by QinetiQ for the provision of the Training Course including any Value Added Tax or other similar taxes;

"Contract" means the written agreement concluded between QinetiQ and the Customer, including all specifications, plans, drawings and other documents that are expressly incorporated into it and incorporating these terms and conditions;

"Course Member" means those employees of the Customer who attend a Training Course;

"Customer" means the party who purchases or agrees to purchase the Training Course;

"Customer Resources" has the meaning given in Clause 4.1;

"Course Literature" means any documents, goods, articles or other materials, and any data or other information which are provided by QinetiQ to the Customer during or in connection with performance of the Training Course;

"Foreground Intellectual Property" means Intellectual Property arising out of the performance of any work by QinetiQ and/or Customer under the Contract (but for the avoidance of doubt excluding Background Intellectual Property);

"Intellectual Property" means all patents, utility models, trade marks, rights (registered and unregistered) in any designs; applications for any of the foregoing; copyright; semi-conductor topography rights; database rights; rights protecting goodwill and reputation; know-how; inventions, secret formulae and processes; other confidential information and all rights and forms of protection of a similar nature to these or having equivalent effect anywhere in the world;

"Party" means either of QinetiQ and the Customer as applicable, together being the "Parties";

"Proprietary Information" means trade secrets, and all other information of a confidential or proprietary nature including but not limited to any and all technical information, data, drawings, process information and know-how and embracing reports, computer software (whether in object or source code) and designs and any information concerning products, customers, business accounts, financial or contractual arrangements or other dealings, transactions or affairs, reports, recommendations, advice or tests and development plans, and in whatever form whether in writing, given orally or contained in an electronic format, and which is either marked as confidential (or with some similar legend) or otherwise clearly intended to be confidential;

"QinetiQ" means QinetiQ Limited (registered in England number 3796233) having its registered office at Cody Technology Park, Ively Road, Farnborough GU14 0LX;

"Training Course" means the range of training to be provided by QinetiQ as detailed in the Contract.

1.2 In the Contract references to (i) any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced; (ii) the masculine include the feminine and the neuter and vice versa; (iii) the singular include the plural and vice versa; and (iv) to Clauses are references to the clauses set out in these terms and conditions. The headings to these terms and conditions will not affect their interpretation.

2 APPLICATION OF TERMS

2.1 These terms and conditions are the only terms upon which QinetiQ is prepared to deal with the Customer and they shall govern the Contract to the entire exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document).

2.2 Each order by the Customer for the provision of a Training Course from QinetiQ shall be deemed to be an offer by the Customer to purchase the provision of a Training Course subject to these terms and conditions.

3 SUPPLY OF TRAINING COURSE AND DELIVERY

3.1 QinetiQ shall provide the Training Course and unless otherwise stated in the Contract provide one set of Course Literature per Course Member as part of delivery of the Training Course.

3.2 The Customer shall be responsible for providing all appropriate instructions, documents, licences or authorisations in a timely manner to enable QinetiQ to provide the Training Course.

4 CUSTOMER RESOURCES

- 4.1 The Customer will make available free of charge and risk to QinetiQ at the times stated in the Contract or otherwise in a timely manner all necessary personnel, materials, equipment and resources ("Customer Resources") reasonably required by QinetiQ to carry out the Training Course, and (to the extent applicable) the Customer shall, at its expense, remove such Customer Resources which are at QinetiQ's premises (or any other premises provided by QinetiQ for the Training Course), at the expiry or earlier termination of the Contract.
- 4.2 The Customer represents and warrants that it has the full right, authority and licence to enter into the Contract and to supply and disclose the Customer Resources and that any Customer Resource and its use by QinetiQ for the purpose of providing the Training Course will not infringe the copyright or other intellectual property rights of any third party.
- 4.3 In the event of any failure or delay on the part of the Customer to supply such Customer Resources, or if the same are not in accordance with the Contract or are not fit for the purpose provided, then QinetiQ shall within a reasonable time notify the Customer of any delay or defect, including particulars of the same and the Customer shall as soon as reasonably practicable and at its own expense supply replacement Customer Resources or make good such defect. In such circumstances, QinetiQ may: (i) extend the period for performance of the Training Course by a reasonable time; and/or (ii) adjust the Charges to meet any additional expenditure incurred by QinetiQ as a result of any delay or defect and the Customer shall pay such additional Charges; and/or (iii) serve notice under Clause 17.1.1; and/or (iv) terminate the Contract forthwith.

5 TRAINING PERFORMED ON CUSTOMER PREMISES

- 5.1 Where the Training Course is to be held on Customer Premises or third party premises arranged by the Customer, the Customer will ensure that a suitable training room is made available to QinetiQ free of charge for the duration of the Training Course. For the purposes of software training, a room large enough to accommodate the trainer, trainees and all IT equipment is required. The room will also contain sufficient power supplies, a projector plus screen, whiteboard, marker pens and one PC per trainee. All PCs must adhere to the minimum hardware specification available on <https://paramarine.qinetiq.com/products/fag.aspx>
- 5.2
- 5.2 Access to the training site / room shall be made available to the tutor(s) and hardware a minimum of 90 minutes prior to the start of training on the first day to allow for setup.
- 5.3 The Customer agrees to QinetiQ leaving its equipment on the Customer's premises overnight as may be required between course days. A secure room will be provided to store such equipment.
- 5.4 The Customer shall be responsible for the provision of any refreshments and lunches for its students and trainers.

6 PRICE AND PAYMENT TERMS

- 6.1 QinetiQ shall invoice the Customer at the times stated in the Contract, or (if no times for payment are specifically referenced in the Contract) upon completion of the Training Course.
- 6.2 The Customer shall pay to QinetiQ the Charges in respect of the Training Course by bank transfer to a bank account nominated by QinetiQ within thirty (30) days of submission of an invoice by QinetiQ.
- 6.3 Unless otherwise stated in the Contract, prices shown in the Contract are exclusive of any Value Added Tax, sales tax or similar, and any taxes, duties or imposts chargeable thereon by any Government, Local Government or statutory body and other duties and taxes all of which shall be payable by the Customer as an additional charge.
- 6.4 If the Customer disputes any invoice or part thereof, the Customer shall immediately notify QinetiQ in writing of the reasons therefor. The Customer shall immediately pay the undisputed portion of the invoice and the Parties shall seek to resolve the dispute within 14 days, and in the absence of a resolution the provisions of Clause 20 (Dispute Resolution) shall apply. Upon resolution of the dispute, such sum as is agreed by the Parties as payable shall be paid immediately to QinetiQ, together with any interest due under Clause 6.5.
- 6.5 If the Customer fails to pay QinetiQ any sum due pursuant to the Contract, the Customer will be liable to pay interest to QinetiQ on such sums from the due date for payment calculated by reference to (i) the applicable rate due under the Late Payment of Commercial Debts (Interest) Act 1998; or (ii) an annual rate equivalent to the base lending rate from time to time of Lloyds TSB Bank plc plus 4 percentage points, whichever is the higher. Such interest shall accrue on a daily basis until payment is made, whether before or after any judgment.
- 6.6 Whenever under the Contract any sum of money shall be recoverable from or payable by the Customer, QinetiQ may deduct the same from any sum then due to the Customer under the Contract or any other contract between QinetiQ and the Customer.
- 6.7 Where the Customer is required by law to make deductions or withholdings, the Customer shall:
- a. ensure that the deduction or withholding does not exceed the minimum amount legally required;

- b. forthwith pay to QinetiQ such additional amount as shall result in the net amount received by QinetiQ being equal to the amount which would have been received by QinetiQ had no such deduction or withholding been made;
- c. pay to the applicable taxation or other authorities within the period for payment permitted by law the full amount of the deduction or withholding (including, but without prejudice to the generality of the foregoing, the full amount of any deduction or withholding from any additional amount paid pursuant to the previous paragraph);
- d. furnish to QinetiQ, within the period for payment permitted by law, either:-
 - an official receipt of the applicable taxation or other authorities for all amounts deducted or withheld as aforesaid,
 - or
 - if such receipts are not issued by the taxation or other authorities concerned on payment to them of amounts deducted or withheld, a certificate of deduction or equivalent evidence of the relevant deduction or withholding; and
- e. co-operate in all respects necessary to permit QinetiQ to take advantage of such double taxation agreements as may be available.

7 INTELLECTUAL PROPERTY RIGHTS

- 7.1 Ownership of Background Intellectual Property shall remain unaffected by the Contract.
- 7.2 Ownership of any and all Foreground Intellectual Property shall vest exclusively in QinetiQ and/or its contractors.
- 7.3 On receipt by QinetiQ of the Charges, title to the Course Literature (but not any copyright or other intellectual property in it) shall pass to the Customer who may (or, where the Customer is a company or other organisation, its delegate named in the Contract as attending on its behalf may) thereafter use the Course Literature solely for the purposes of their own personal study but shall not copy or redistribute the Course Literature or any part of it or its contents without QinetiQ's prior written consent (and, for the avoidance of doubt, redistribution or providing access to other personnel within the Customer's organisation is not permitted except with the prior written consent of QinetiQ).
- 7.4 The Customer shall at QinetiQ's request (and shall procure that its employees, agents or officers) carry out all reasonable acts (including prompt signature of documents) necessary to vest ownership of Foreground Intellectual Property in accordance with this Clause 7.
- 7.5 The Customer undertakes not itself, nor to assist or authorise or purport to authorise any third party to reverse-engineer, de-compile, copy or reproduce all or any part of the Course Literature nor seek or attempt to do so or to otherwise gain access to any Proprietary Information contained or incorporated in the Course Literature nor to use the same and/or any Intellectual Property in the Course Literature for any purpose outside the scope of the licence granted to it by Clause 7.3.
- 7.6 The Training Course providing instruction in the use of products marketed and sold by QinetiQ may be interactive in nature. The Customer agrees (on behalf of itself and the Course Members) that QinetiQ shall have worldwide, irrevocable, perpetual, royalty-free rights for any purpose (with rights to sub-licence) to make use of any ideas, suggestions and recommendations made by Course Members during the Training Course pertaining to the manner in which the product operates or its functionality or relating to user documentation accompanying the product or the Course Material (including without limitation modifying the product by adoption or implementation of any such ideas, suggestions and recommendations).

8 TRAINING COURSE DETAILS

- 8.1 Where training relates to software, QinetiQ shall provide training to employees of the licensee only, unless otherwise agreed. Where QinetiQ arranges for the Course Members to have access to software during the delivery of the Training Course (rather than using software licensed to the Customer separately), the use of such software shall be solely for the purposes of delivery of the Training Course (and in accordance with any instructions issued by QinetiQ as to the manner in which the software is to be used) and no other use shall be made of the software, and QinetiQ shall have no liability for any reliance placed on any outputs or results generated by the software as part of the Training Course.
- 8.2 The Customer shall be responsible for ensuring that the Course Members have attained at least the level of training, competency or trade accreditation, language fluency/proficiency and security clearance stated in the Contract as the minimum prerequisite standard required of all Course Members or, if no such standard is stated, a reasonable standard taking into account the nature of the course.
- 8.3 The manner and extent to which each item is covered during the performance of the Training Course shall be solely at the discretion of QinetiQ. QinetiQ shall additionally be entitled to make changes to the content and manner of delivery of the Training Course where QinetiQ considers this is necessary or beneficial to more effective delivery of the Training Course.

- 8.4 Any travel and subsistence costs incurred by the Customer shall be entirely to the Customer's account and are not included in the Charges. QinetiQ shall if so requested and subject to receiving reasonable notice seek to arrange accommodation on behalf of the Customer, but for the Customer's account.
- 8.5 The Training Course and all Course Literature and correspondence shall be provided in the English language.
- 8.6 The Customer shall be responsible for student attendance. QinetiQ will not re-run courses for students who fail to attend courses upon which they have been booked, or be liable to make any reduction or refund of Charges in such circumstances.
- 8.7 QinetiQ shall be entitled to require the removal from the Training Course of any Course Member if they consider (acting reasonably) that the continued presence of that Course Member is disruptive or otherwise detrimental to the effective delivery of the Training Course. QinetiQ shall not be liable to make any reduction or refund of Charges in such circumstances

9 QINETIQ'S PERSONNEL

- 9.1 The Customer undertakes during the term of the Contract and for 12 months after completion or earlier determination of the Contract not to solicit or make an offer of employment (or an offer for services) to any QinetiQ employee, officer or agent engaged in performance of the Training Course.

10 WORK PERFORMED ON QINETIQ'S OR CUSTOMER'S PREMISES

- 10.1 The Customer's employees, agents and representatives shall abide by such regulations, including security and health and safety regulations, as are applicable to their presence on QinetiQ's premises. A copy of those regulations will be available from QinetiQ on demand.
- 10.2 The Customer shall at its own expense ensure that the Course Members have been provided with adequate protective clothing and equipment and that this clothing and equipment has been maintained in good order. The Customer shall ensure that its Course Members wear all appropriate protective clothing and equipment when requested by QinetiQ or as otherwise indicated by notices, instructions and good working practices.
- 10.3 QinetiQ shall have the right to require the removal from its premises of anyone disobeying such regulations and reserves the right to refuse entry to its premises to any person whom it considers unsuitable.
- 10.4 Where the Contract requires QinetiQ to perform a Training Course at the Customer's premises or other premises arranged by the Customer, the Customer shall be responsible for arranging, in good time and at its own expense, all permits, licences or other permissions necessary to enable QinetiQ's employees, agents and representatives to gain access to, and perform the Training Course at, such premises. QinetiQ's employees, agents and representatives working at those premises shall abide by such regulations detailed in the Contract as are applicable to their presence on the premises.

11 WARRANTY AND EXCLUSIVE REMEDY

- 11.1 QinetiQ warrants that it shall use reasonable skill and care in performance of the Training Course, but makes no warranty regarding the level of attainment that will be reached by the Course Members, nor for their ability or inability to practically apply the information supplied by QinetiQ during the Training Course even where the purpose of the Training Course has been notified to QinetiQ.
- 11.2 QinetiQ makes no warranty that all or any of the Course Literature will not infringe the rights of any third party.
- 11.3 QinetiQ makes no warranty and accepts no liability for the use made of all or any of the Course Literature by the Customer or by any third party who has obtained such Course Literature directly or indirectly from the Customer and the Customer hereby indemnifies QinetiQ from and against any claims against QinetiQ arising from or relating to any use of the Course Literature.
- 11.4 Subject to Clause 11.5 below, if the performance of the Training Course is not in conformance with the warranty in Clause 11.1, QinetiQ shall at its option either (i) re-perform the relevant Training Course or part thereof; and/or replace any Course Literature (or the defective part) or (ii) refund such proportion of the Charges paid to QinetiQ by the Customer for the Training Course as is reasonable.
- 11.5 QinetiQ shall have no liability of any kind for breach of its warranty in Clause 11.1 in circumstances where the Customer fails to give written notice of the alleged breach to QinetiQ within three (3) months of delivery of the Training Course or any sums remain due and outstanding under the Contract at the date of receipt by QinetiQ of such notice.
- 11.6 THE CUSTOMER ACKNOWLEDGES AND ACCEPTS THAT THE WARRANTIES AT CLAUSE 11.1 AND ASSOCIATED REMEDIES AT CLAUSE 11.4 ARE ITS SOLE AND ENTIRE WARRANTIES AND REMEDIES IN CONNECTION WITH THE PERFORMANCE BY QINETIQ OF THE TRAINING COURSE UNDER THE CONTRACT, AND ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, STATEMENTS, UNDERTAKINGS AND OBLIGATIONS WHICH MAY OTHERWISE BE IMPLIED (BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE) IN RELATION TO THE TRAINING COURSE ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

12 DELAY IN DELIVERY

- 12.1 QinetiQ shall use its reasonable endeavours to achieve any dates agreed for delivery, but shall be under no liability for any failure to achieve such dates. However, where QinetiQ is unable to deliver the Training Course on the originally scheduled date(s), it shall inform the Customer of this as soon as reasonably possible and the Parties shall work in good faith to arrange re-scheduled date(s).

13 LIMITATION OF LIABILITY

- 13.1 The following provisions set out the entire financial liability of QinetiQ (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer arising under or in connection with the Contract in respect of:

13.1.1 any breach of the Contract; and

13.1.2 any representation, statement or tortious act or omission including negligence and any other basis of liability.

- 13.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

- 13.3 Nothing in the Contract shall exclude or limit the liability of QinetiQ for:

13.3.1 death or personal injury caused by QinetiQ's negligence; or

13.3.2 fraud committed by QinetiQ (including fraudulent misrepresentation); or

13.3.3 any other matter which it would be illegal, or in breach of any statutory provision, for QinetiQ to exclude or attempt to exclude its liability for.

- 13.4 Subject to Clause 13.3, QinetiQ's aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance, non-performance or contemplated performance of the Contract shall be limited to the Charges payable under the Contract pursuant to Clause 5.

- 13.5 Subject to Clause 13.3, QinetiQ shall not be liable to the Customer for: (i) any, indirect, special or consequential loss, damage, costs, expenses or other claims whatsoever; or (ii) any economic loss (including loss of profit, loss of business, depletion of goodwill or like loss); or (iii) any loss, damage or liability to the extent caused by the negligence, wilful misconduct or other fault of the Customer, its employees, agents or contractors or a breach by the Customer of the Contract; in each case howsoever caused, including without limitation negligence or breach of statutory duty or misrepresentation, arising out of or in connection with the Contract.

14 DESCRIPTION

- 14.1 Except to the extent that they form part of the specification or statement of work set out in the Contract, all drawings, descriptive matter, specifications and advertising issued by QinetiQ and any descriptions or illustrations contained in QinetiQ's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the matters described in them and will not form part of the Contract.

15 SAFETY

- 15.1 The Customer shall, in accordance with statutory health and safety requirements, provide prior written notice to QinetiQ of any health or safety hazards associated with any Customer Resources and/or Customer facilities used by QinetiQ in the performance of the Training Course.

- 15.2 QinetiQ reserves the right to inspect any Customer Resources which Customer wishes to deliver to any QinetiQ premises and to refuse them entry if QinetiQ considers them to be unsafe or pose unacceptable risks of injury or damage to persons or property.

- 15.3 The Customer shall meet any reasonable costs incurred by QinetiQ resulting from the rejection of such Customer Resources by QinetiQ and QinetiQ shall not be liable for any costs or delays to the Contract resulting from any decision under this Clause.

- 15.4 QinetiQ may at any time make any changes to the Training Course which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Training Course. QinetiQ shall within a reasonable time notify the Customer that such changes have been made. In the event that changes are made to the Training Course resulting from safety or other statutory requirements which become effective after the date of the Contract, then the reasonable charges associated with such change shall be to the Customer's account and QinetiQ shall be entitled to a reasonable extension of time for performance of the Training Course.

- 15.5 If QinetiQ considers (acting on reasonable grounds) that the delivery of the Training Course is at a location where there is an unacceptable risk to the safety of the personnel to deliver the Training Course, QinetiQ shall be entitled (without incurring liability to the Customer) to postpone the delivery of the Training Course until such time as QinetiQ considers that the risk has returned to an acceptable level. If QinetiQ considers that the risk is likely to be an

unacceptable level for a prolonged period, then it shall discuss the matter with the Customer to consider whether an alternative location for the Training Course could be used. If the Parties are unable to reach agreement on this within a period of thirty (30) days after either Party initiating discussion about the use of an alternative location, then QinetiQ shall be entitled to terminate the Contract and the payments due to QinetiQ in such circumstances shall be those as described in Clause 18.3.

16 COMMERCIAL CONFIDENTIALITY

16.1 Without prejudice to the rights of either Party arising elsewhere in the Contract, all Proprietary Information exchanged between the Customer and QinetiQ (including that contained in any Customer Resources and Course Literature) shall be treated as commercially confidential in accordance with this Clause.

16.2 Neither Party shall use, disclose or knowingly permit to be disclosed to any person (except those employees, agents or sub-contractors who need to know the information for the purposes of the Contract or to outsourced service providers to a Party who need to know the information for the purpose of providing services to that Party) any Proprietary Information of the other Party without the prior written consent of the other Party and both Parties shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind the Parties.

16.3 The obligations of confidentiality owed by one Party to the other set out in this Clause shall remain in force despite the completion (or earlier determination) of the Contract but shall not apply to information which:

16.3.1 is in or enters the public domain (otherwise than by a breach of the receiving Party's confidentiality obligations under the Contract);

16.3.2 is known without restriction to the receiving Party at the time of disclosure without breach of any obligation of confidentiality;

16.3.3 becomes known to the receiving Party without restriction from an independent source having the right to convey it on a non-confidential basis; or

16.3.4 is shown to the reasonable satisfaction of the originating Party to have been generated independently by the receiving Party.

16.4 Nothing herein shall prevent the disclosure of information by the receiving Party to the extent required by applicable law or by the regulations of any stock exchange or regulatory authority to which such Party is subject or pursuant to any order of court or other competent authority or tribunal PROVIDED THAT:

16.4.1 the receiving Party first gives the other Party, where possible, the opportunity to make and/or manage the necessary disclosure;

16.4.2 where the receiving Party is required to make the disclosure itself, the disclosure made is the minimum required (having regard to all possible exemptions from disclosure) and is made under maximum possible constraints of confidentiality; and

16.4.3 the other Party is provided with full information on the intended disclosure and is fully consulted.

16.5 This Clause shall not apply to the disclosure of any Proprietary Information contained in any Course Literature to the extent that such disclosure is reasonably necessary for the exercise by the Customer of the right referred to in Clause 7.3.

16.6 The Parties acknowledge that damages would not be an adequate remedy for any breach of this Clause and that (without prejudice to any other rights or remedies that the Parties may be entitled to as a matter of law), both Parties will be entitled to seek the remedies of injunction, specific performance, and other equitable relief to enforce the provisions of this Clause and no proof of special damages shall be necessary for the enforcement of the provisions of this Clause.

17 TERMINATION FOR BREACH

17.1 Without prejudice to any rights of action or remedy which have accrued or shall accrue, either Party (the "Terminating Party") may at any time by written notice (in accordance with Clause 23) terminate the Contract if:

17.1.1 the other Party is in breach of any material obligation under the Contract (which shall include non-payment of any sum due) and if the breach is capable of remedy, the other Party has failed to remedy such breach within thirty (30) days of written notice to that Party requiring remediation of the breach; or

17.1.2 any distress, execution or other process is levied upon any of the assets of the other Party; or

17.1.3 the other Party enters into any compromise or arrangement with its creditors, commits any act of bankruptcy or if an order is made or an effective resolution is passed for its winding up (except for the purposes of amalgamation or reconstruction as a solvent company) or if a petition is presented to court, or if a receiver and/or manager, administrative receiver or administrator is appointed in respect of the whole or any part of the other Party's undertaking or assets; or

17.1.4 the other Party ceases or threatens to cease to carry on its business; or

17.1.5 the financial position of the other Party deteriorates to such an extent that in the opinion of the Terminating Party the capability of the other Party adequately to fulfil its obligations under the Contract has been placed in jeopardy.

17.2 Without prejudice to any other right or remedy, where QinetiQ terminates the Contract under this Clause, the Customer shall, within seven (7) days, pay to QinetiQ (to the extent payment has not already been made) all payments as would have been payable by the Customer had the Training Course been delivered in full.

17.3 The provisions of Clauses 4.2, 6.5, 6.6, 7, 9, 11, 13, 16, 18, 20, 25, 26 and 27 shall survive the expiry or termination of the Contract together with any other provision which by the nature of its terms is implicitly intended to survive expiry or termination.

18 FORCE MAJEURE

18.1 QinetiQ shall not be liable for any failure to perform, or any delay in performing, its obligations if the failure or delay is due directly or indirectly to any cause beyond the reasonable control of QinetiQ, which shall include but not be limited to any act of God, fire, flood, explosion, accident, war, governmental actions, strikes, civil disturbance or emergency.

18.2 In the event of failure or delay arising from such circumstances, QinetiQ will provide full details to the Customer and shall take reasonable steps to mitigate the effect of the delay. Performance of the Contract shall be suspended for such time as the delay continues.

18.3 Either Party may terminate the Contract upon written notice to the other Party and if the event of Force Majeure lasts more than 180 days. In such event the Parties shall, subject to the provisions of Clause 17.3, be released from all obligations under the Contract and the Customer shall pay to QinetiQ within seven (7) days: (i) all outstanding payments invoiced by QinetiQ under the Contract at the date of termination; (ii) any amount due pursuant to Clause 4.3; and (iii) in addition a fair and reasonable price for work done or in progress but not invoiced for at the date of termination.

19 ASSIGNMENT & SUBCONTRACTING

19.1 The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of QinetiQ.

19.2 QinetiQ may assign the Contract or any part of it to any person, firm or company.

19.3 QinetiQ shall be entitled to subcontract or delegate responsibility for delivery of the Training Course (or particular components of the Training Course) to third parties (but subject shall be liable for the performance of such third parties as if they were personnel of QinetiQ).

20 PUBLICITY

20.1 Neither the Customer nor QinetiQ shall without the prior written consent of the other Party; (i) make use of the other Party's name; (ii) make use of the name of any of the other Party's personnel, customers or agents; (iii) make use of any information obtained under the Contract for publicity purposes; or (iv) refer to the other Party or the Contract in any advertisement except to the extent required by law or any competent regulatory body.

21 DISPUTE RESOLUTION

21.1 If any dispute arises out of or in connection with the Contract ("Dispute") the Parties undertake that, prior to the commencement of any legal proceedings pursuant to Clause 27, they will seek to have the Dispute resolved amicably by use of an alternative dispute resolution procedure acceptable to both Parties. Either Party will be entitled to initiate the process by written notice to the other.

21.2 If the Dispute has not been resolved to the satisfaction of either Party within thirty days of initiation of the procedure pursuant to Clause 20.1 or if either Party fails or refuses to participate in or withdraws from participating in the procedure then either Party may deal with the Dispute through legal proceedings issued in accordance with Clause 24.

22 LICENCES & CONSENTS

22.1 QinetiQ shall use reasonable endeavours to obtain all necessary UK export or other licences, consents, clearances and/or authorisations (together, the "Licences") required in order to provide the Training Course and supply and export any Course Literature.

22.2 The Customer shall, at its own cost and expense, assist QinetiQ in obtaining an end-user certificate, undertaking or such other information as shall be reasonably required by QinetiQ to pursue any application for Licences.

22.3 Each Party shall comply with the terms or requirements of any Licence, end-user certificate or other trade control legislation or regulations, which apply to the export, import or use of the Course Literature or the delivery of the Training Course.

22.4 In the event that such Licences are not granted or are revoked, then:

22.4.1 such event shall be deemed to be a Force Majeure event under Clause 18 and QinetiQ shall have no liability to the Customer for completing any Training Course affected by such Licences, or for any loss, expense or damage whatsoever suffered by the Customer; and

22.4.2 notwithstanding Clause 18.3, QinetiQ may, by notice in writing to the Customer, immediately terminate the Contract or any part of it relating to the Training Course in respect of which the Licences have not been granted or have been revoked.

23 NOTICES

23.1 A notice given under or in connection with the Contract must be in writing and delivered by hand or sent by first class post to the Company Secretary at QinetiQ's registered office with a copy to the Commercial Manager at the address set out in the Contract or (as the case may be) to the address of the Customer shown in the Contract or to such other address or individuals as either QinetiQ or the Customer (as the case may be) may substitute by notice to the other Party.

23.2 Notice shall be deemed given:

23.2.1 if sent by first class post or international overnight courier: two business days after posting or sending by such courier exclusive of the day of posting or sending;

23.2.2 if delivered by hand: on the day of delivery;

24 MISCELLANEOUS

24.1 No amendment to the Contract shall be effective unless signed on behalf of both Parties.

24.2 A person who is not a Party to the Contract shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract. This Clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

24.3 Failure by either Party to enforce, at any time or for any period, any one or more of the terms or conditions of the Contract shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of the Contract.

24.4 The Contract constitutes the entire agreement between the Parties in connection with its subject matter and neither Party has relied on any warranty, statement, representation or promise by or on behalf of the other Party, except as expressly set out in the Contract. Each Party agrees that its only liability in respect of the representations and warranties that are set out in the Contract (whether made innocently or negligently) shall be for breach of contract.

24.5 If any provision of these terms and conditions is held by any competent authority to be illegal, void, voidable, invalid, unenforceable or unreasonable in whole or in part it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected.

25 BUSINESS ETHICS

25.1 Each party shall comply with the provisions of the Bribery Act 2010 and any other anti-corruption and anti-bribery laws, legislation, regulations or directives ("Anti-Corruption Legislation") which apply to its business or which apply in the place where the contract is performed. Each party will not, and will procure that its employees, subcontractors, agents and representatives will not, engage in any activity, practice or conduct which would constitute an offence under any applicable anti-corruption legislation. In addition the customer/supplier shall maintain in place policies and procedures governing its business ethics which ensures it complies with the requirements of the QinetiQ's/Purchaser's 'Group Business Ethics Policy' which can be viewed at:

<https://www.qinetiq.com/en-gb/about-us/corporate-responsibility>

25.2 A breach of this Clause shall be deemed to be a material breach of the Contract.

26 SANCTIONS COMPLIANCE

26.1 Each party shall comply with any trade, financial or other sanctions regime which apply in relation to its business including, without limitation, sanctions and embargos imposed by: (i) the **UN, EU, UK OR US** (including regimes administered by the United States Department of the Treasury, Office of Foreign Assets Control (OFAC) and Her Majesty's Treasury); and (ii) any other such regime which applies in relation to a Party's business.

27 GOVERNING LAW AND JURISDICTION

27.1 The Contract and any dispute or claim arising out of or in connection with it (whether such disputes are contractual or non-contractual in nature, such as claims in tort, for breach of statute or regulation, or otherwise) shall be governed by and construed in accordance with English law.

27.2 Each Party hereby irrevocably submits to the exclusive jurisdiction of the English Courts PROVIDED THAT each Party shall have the right to enforce a judgment of the English Courts in a jurisdiction in which the other Party is

incorporated or in which any assets of the other Party may be situated AND FURTHER PROVIDED THAT each Party shall have the right to take proceedings before the courts of any competent authority of any country for injunctive or interim remedies in relation to any breach of the Contract including any infringement of a Party's Intellectual Property.