Dendrite Clinical Systems Ltd
Terms & Conditions of Software Licence

These terms and conditions (as amended from time to time under clause 14.12) (**"Conditions"**) govern the sale of services and the licensing of software by Dendrite Clinical Systems Limited, registered in England and Wales with no. 2751723, with registered address at 82 St. John Street, London, EC1M 4JN (**"Dendrite"**) to each person who buys such software licence and/or services (the **"Client"**). These Conditions apply to the exclusion of any other terms that the Client seeks to impose, or which are implied by trade, custom, practice or course of dealing.

In particular we draw your attention to Clause 8 (Indemnities) and Clause 9 (Limitations on Liability).

1. INTERPRETATION

1.1 In these Conditions: (i) **person** includes a natural person or corporate or unincorporated body; (ii) a reference to Dendrite or the Client includes its personal representatives, successors and assigns; (iii) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted and includes any subordinate legislation; (iv) any phrase introduced by the terms **including** or **include** shall be illustrative and shall be construed without limitation; (v) a reference to **writing** or **written** includes emails; and (vi) the following definitions apply:

"Applicable Law": the laws of England and Wales and any other mandatory laws, regulations, regulatory policies, guidelines or industry codes which apply to the supply of Services and the licence of Software or otherwise apply to the Client or to Dendrite;
"Approved Browsers": means those web browsers which Dendrite has confirmed to the Client as compatible with the software from time to time;
"Business Day": Monday to Friday (inclusive), excluding any public holidays in England and Wales;
"Client Default": any act or omission of the Client or failure to perform a relevant obligation under a Contract;
"Client Materials": materials, equipment, tools, drawings, specifications and/or data supplied by Client to Dendrite (if any) or used by Client in relation to the Software;
"Client's Specification": if applicable, the Client's specification for the Software and/or Services contained in the Quote;
"Conditions": refers to these terms and conditions;
"Contract": each contract between Dendrite and the Client for the licensing of Software **and/or the supply of Services** which comprise the relevant Quote, the Order and these Conditions;
"Credit Terms": payment within 30 days of the date of invoice (or as otherwise specified in the Quote) in full and in cleared funds to Dendrite's bank account;
"Delivery Location": in respect of the Software **and/or Services**, the delivery location for the same set out in the Quote or such other location as the parties agreed from time to time;
"Due Date": in respect of a payment under a Contract, the date on which such payment is due pursuant to these Conditions;
"Dendrite Materials": materials, equipment, tools, drawings, specifications and/or data supplied by Dendrite to the Client (if any), other than the Software;
"Force Majeure Event": an event beyond the reasonable control of Dendrite including strikes or other industrial disputes, failure of utility service or transport network, act of God, fire, flood or storm, war, riot or civil commotion, malicious damage, compliance with law or governmental rule or direction, accident, breakdown of machinery, or default of suppliers and/or subcontractors;
"Insolvency Event": (a) Client 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 under section 123 of the Insolvency Act 1986 or is deemed either unable to pay its debts or as having no reasonable prospect of so doing within the meaning of section 268 of the Insolvency Act 1986 or (if a partnership) has any partner to whom any of the above applies; (b) Client starts 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 arrangement with its creditors; (c) 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 Client; (d) Client is the subject of a bankruptcy petition or order; (e) a creditor or encumbrancer of Client attaches or takes possession of, or a distress, execution, sequestration or other process is levied or enforced on or sued against, the whole or part of its assets which is not discharged within 14 days; (f) an application is made to court, or an order is made to appoint an administrator, or notice of intention to appoint an administrator is given or an administrator is appointed over Client; (g) a floating charge holder over the assets of Client become entitled to appoint or has appointed an administrative receiver; (h) a person becomes entitled to appoint a receiver over the assets of Client or a receiver is appointed over the assets of Client; (i) any event analogous to those mentioned in (a)-(h) above in another jurisdiction;
"Install" or "Installation": installation of Software on the Client's equipment, as detailed in the Quote;
"Intellectual Property Rights": all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
"Licence": the licence of the Software on the licence terms detailed in clause 3.4;
"Licence Term": the term of the applicable Licence, as set out in the Quote;
"Licensed Location": location(s) at which the Software may be used by Client, as set out in the Quote;
"Order": the Client's written acceptance of the Quote in the form attached to the Quote;
"Quote": Dendrite's written quotation for the provision of the Licence and/or Services to Client, including any statement(s) of work relating to the Software and/or the Services;
"Services": the services to be supplied by Dendrite to the Client, as set out in the Order;
"Retail Price Index": the retail price index (all items) published from time to time by the Office for National Statistics of any index replacing the same;
"Services SoW": the statement of work relating to the Services, detailing the specification of the Services, as set out in the Quote;
"Services Term": the term for the provision of Services, as set out in the Quote;
"Software": the computer programmes to be licensed to the Client as listed in the Quote;
"Software SoW": the statement of work relating to **the Software**, detailing the specification for the Software, as **set out in the Quote;**
"Sourcing Issue": an inability of Dendrite to source particular materials and/or resources (including personnel) on terms similar or identical to those available at the Start Date (including exchange rate fluctuations/increases in taxes/duties);
"Start Date": has the meaning given to it at clause 3.5;
"Third-Party Software": any third-party software identified in the Quote;
"Third-Party Software Additional Terms": the additional terms and conditions set out in the Quote or appended to these Conditions relating to Third-Party Software;

2. BASIS OF CONTRACT

2.1 Each Quote constitutes an offer by Dendrite to licence Software and/or sell the Services which shall be deemed accepted when the Client places an Order pursuant to that Quote, on which date a Contract shall come into existence (**"Start Date"**). Following such acceptance: (i) the Client may not cancel the Contract other than under clause 10.1; and (ii) Dendrite may only cancel a Contract under clause 10.2.

2.2 A Quote is only valid for 30 days from its date of issue.

3. SOFTWARE

The following terms apply in respect of any Software supplied or made available by Dendrite:

Delivery, Acceptance and Installation

3.1 Dendrite shall deliver and Install the relevant number of copies of the Software as stated in the Quote (in the format specified in the Quote) to the Client either remotely or at the Delivery Address on or around the date specified in the Quote. Dendrite shall use reasonable endeavours to meet any dates specified in the Quote relating to the Software, but any such dates are estimates only and time is not of the essence for delivery or Install. Risk in any tangible media on which the Software is delivered shall pass to the Client on delivery.

3.2 Following installation Dendrite may tailor the Software to the needs of the Client ("**Introductory Assistance**").

3.3 The Client shall be deemed to have accepted the Software if: (i) the Introductory Assistance is certified by Dendrite to be successful; (ii) the Client fails to provide any data personnel or otherwise prevents the Introductory Assistance from taking place at the time and place specified in the Quote (in respect of which, time shall be of the essence); (iii) the Order is received by or provided to Dendrite; or (iv) the Client commences operational use of the Software; or (v) the Client causes delays to any part of the process (and such delays are notified in writing by Dendrite to the Client). Immediately following acceptance of the software pursuant to Clause 3.3, Dendrite shall have the right to issue an invoice in accordance with the pricing set out in the Quote as if the Software is fully installed and in use.

Licence

3.4 Dendrite grants to the Client a non-exclusive, non-transferable licence to use the Software (as Installed on the Client's equipment), subject to the terms of the Contract, for the Licence Term (unless terminated sooner under clause 10 of these Conditions) at the Licensed Location only.

3.5 The Licence Term shall commence on the date on which the Client is deemed to have accepted the Software pursuant to clause 3.3 (the **"Start Date"**).

3.6 In relation to scope of use:

3.6.1 for the purposes of clause 3.4, use of the Software shall be restricted to use of the Software for the purpose described in the Quote;

3.6.2 the Client may not use the Software other than as specified in clause 3.4 and clause 3.6.1 without the prior written consent of Dendrite, and the Client acknowledges that additional fees may be payable on any change of use approved by Dendrite;

3.6.3 the Client shall not and has no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Software in whole or in part without the prior written consent of Dendrite

3.6.4 the Client will only use the Software on the Approved Browsers; and

3.6.5 the Software is restricted to use on the Client's computer equipment.

3.7 The Client may not use any information provided by Dendrite or obtained by the Client to create any software whose expression is substantially similar to that of the Software nor use such information in any manner which would be restricted by any copyright subsisting in it.

3.8 The Client shall not: (i) sub-license, transfer, assign or novate the benefit or burden of this Licence in whole or in part; (ii) allow the Software to become the subject of any charge, lien or encumbrance; or (iii) deal in any other manner with any or all of its rights and obligations under this agreement, without the prior written consent of Dendrite.

3.9 Subject to clauses 3.8 and 14.10, to the extent a party is permitted to assign any or all of its rights under this agreement, a party may disclose to a proposed assignee any information in its possession that relates to this agreement or its subject matter, the negotiations relating to it and the other party which is reasonably necessary to disclose for the purposes of the proposed assignment, provided that no disclosure pursuant to this clause 3.9 shall be made until notice of the identity of the proposed assignee has been given to the other party and, in the case of the Client, consented to by Dendrite.

3.10 The Client shall: (i) ensure that the number of concurrent users using the Software does not exceed the number of licences specified in the Quote; (ii) ensure that the Software is only installed on the designated equipment specified in the Quote; (iii) keep a complete and accurate record of the Client's copying and disclosure of the Software and its users, and produce such record to Dendrite on request from time to time; (iv) notify Dendrite as soon as it becomes aware of any unauthorised use of or access to the Software by any person; (v) pay, for broadening the scope of the licences granted under this Licence to cover the unauthorised use, an amount equal to the fees which Dendrite would have levied (in accordance with its normal commercial terms then current) had it licensed any such unauthorised use on the date when such use commenced together with interest at the rate provided for under these Conditions, from such date to the date of payment.

3.11 The Client shall permit Dendrite to inspect and have access to any premises (and to the computer equipment located there) at or on which the Software is being kept or used, and have access to any records kept in connection with this Licence, for the purposes of ensuring that the Client is complying with the terms of this Licence, provided that Dendrite provides reasonable advance notice to the Client of such inspections, which shall take place at reasonable times.

3.12 The Client acknowledges that it is licensed to use the Software only in accordance with the express terms of the Contract and any Third-Party Software Additional Terms.

Software Warranties

3.13 Dendrite warrants that the Software will conform in all material respects to the Software SoW for a period of 30 days from and including the first Start Date (**"Software Warranty Period"**). If, within the Software Warranty Period, the Client notifies Dendrite in writing of any defect or fault in the Software in consequence of which it materially fails to conform to the Software SoW, and such defect or fault does not result from (i) the Client (or anyone acting with the authority of the Client) having amended the Software or used it outside the terms of this Licence for a purpose or in a context other than the purpose or context for which it was designed or in combination with any other software not provided by Dendrite, or (ii) it has not been loaded onto the correct equipment or (iii) the Client is in breach of any of the provision of these Conditions, Dendrite shall, at Dendrite's option, either: (i) repair the Software; or (ii) replace the Software; or (iii) terminate this Licence immediately by notice in writing to the Client and refund any of the licence fee paid by the Client for such Software as at the date of termination (less a reasonable sum in respect of the Client's use of the Software to the date of termination) only upon return or deletion of (at the discretion of Dendrite) the Software and all copies thereof, provided the Client provides all the information that may be necessary to assist Dendrite in resolving the defect or fault, including a documented example of any defect or fault, or sufficient information to enable Dendrite to re-create the defect or fault.

3.14 Dendrite does not warrant that the use of the Software will be uninterrupted or error-free.3.15 The Client accepts responsibility for the selection of the Software to achieve its intended results and acknowledges that the Software has not been developed to meet the individual requirements of the Client.

3.16 The Client acknowledges that any Open-Source Software provided by Dendrite is provided "as is" and expressly subject to the disclaimer in clause 3.17.

3.17 All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this Licence or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

3.18 Dendrite does not warrant as to the quality of the data or any other input used or referred to in the Software or the Services. The data (and all other Client Materials) are the sole responsibility and liability of Client and any liability arising from the data (and all other Client Materials) is solely the liability of the Client.

4. THIRD PARTY SOFTWARE

The following terms apply in respect of Third-Party Software Additional Terms:

4.1 Dendrite provides the Software under this Licence in conjunction with Third-Party Software, accordingly any Third-Party Software hall be deemed to be incorporated within the Software for purposes of this Licence (except where expressly provided to the contrary);

4.2 by entering into the Contract and accepting these Conditions, the Client is accepting to comply fully with, and is agreeing to be bound by, the terms of the Third-Party Software Additional Terms; and

4.3 the Client shall indemnify and hold Dendrite harmless against any loss or damage which it may suffer or incur as a result of the Client's breach of any Third-Party Software Additional Terms howsoever arising and Dendrite may treat the Client's breach of any Third-Party Additional Terms as a breach of this Licence and these Conditions.

5. SOFTWARE

The following terms apply in respect of the Software to be licenced by Dendrite:

5.1 During the Licence Term, Dendrite shall provide the Licence to the Client in accordance with the Software SoW in all material respects. Dendrite shall use reasonable endeavours to meet any performance dates specified in the Software SoW, but any such dates are estimates only and time is not of the essence for the provision of the Software.

5.2 Dendrite shall have the right to make any changes to the Software which: (i) are necessary to comply with any Applicable Law or safety requirement; (ii) result from a Sourcing Issue; or (iii) which do not materially affect the nature or quality of the Software, and in each case, if material, Dendrite shall notify the Client in any such event

5.3 The Client shall: (i) ensure that the terms of the Quote and the Client's Specification are complete and accurate; (ii) co-operate with Dendrite in all matters relating to the Software and provide all information and materials as Dendrite may reasonably require; (iii) provide Dendrite, its employees, agents, consultants and subcontractors access to the Client's premises and other facilities as reasonably required by Dendrite to provide the Software; (iv) prepare the Client's premises for receipt of the Software; and (v) obtain and maintain all licences, permissions and consents necessary for the Software before the first day of the Licence Term

5.4. Where there is a Client Default, Dendrite (without limiting its other rights or remedies) may suspend performance (and is relieved from its performance obligations) until the Client remedies the same.

6. SERVICES

The following terms apply in respect of any Services to be supplied by Dendrite:

6.1 During the Services Term, Dendrite shall provide the Services to the Client in accordance with the Services SoW in all material respects. Dendrite shall use reasonable endeavours to meet any performance dates specified in the Services SoW, but any such dates are estimates only and time is not of the essence for the provision of the Services;

6.2 Dendrite shall have the right to make any changes to the Services which: (i) are necessary to comply with any Applicable Law or safety requirement; (ii) result from a Sourcing Issue; or (iii) which do not materially affect the nature or quality of the Services, and in each case, if material, Dendrite shall notify the Client in any such event

6.3 The Client shall: (i) ensure that the terms of the Quote and the Client's Specification are complete and accurate; (ii) co-operate with Dendrite in all matters relating to the Services and provide all information and materials as Dendrite may reasonably require; (iii) provide Dendrite, its employees, agents, consultants and subcontractors access to the Client's premises and other facilities as reasonably required by Dendrite to provide the Services; (iv) prepare the Client's premises for receipt of the Services; and (v) obtain and maintain all licences, permissions and consents necessary for the Services before the first day of the Service Term; and

6.4 Where there is a Client Default, Dendrite (without limiting its other rights or remedies) may suspend performance (and is relieved from its performance obligations) until the Client remedies the same.

7. CHARGES AND PAYMENT

The following terms apply in respect of any Licences and or Services to be supplied by Dendrite:

7.1 The price for the Licence and the Services are the prices as set out in the Quote. To the extent that the Client requests Dendrite to provide additional consultancy, training, programming or other time, this shall be at the daily rate set out in the Quote. The daily rates are based on a Business Day from 9.00am to 5.30pm (including one hour for lunch). Overtime rates will vary and are likely to exceed the daily rate. Overtime shall be charged for any time outside the time included in the standard daily rates. Dendrite shall charge for any expenses reasonably incurred including travelling expenses/hotel costs/subsistence and any associated expenses and services/materials provided by Dendrite or third parties

7.2 Dendrite reserves the right to: (i) increase the price of the Licence and/or the Services, giving notice to the Client at any time before delivery, installation or performance, to reflect any increase in the cost of the Licence and/or the supply of the Services to Dendrite that is due to: (a) a Sourcing Issue or a change in Applicable Law; (b) any request by the Client to change the delivery, performance date(s), quantities or types of Licences or Services ordered or the Software SoW or the Services SoW; or (c) any delay caused by any instructions of the Client in respect of the Licences and/or the Services or failure of the Client to give Dendrite adequate or accurate information or instructions in respect of the Software, Licence or Services; and (ii) increase its daily fee rates, but no more than once in any 12 month period. Dendrite will give the Client written notice of any such increase at least 2 months before applying the increase. If the increase is: (i) in excess of the increase in the Retail Price Index since the last date on which the prices were increased; and (ii) not acceptable to the Client, the Client may terminate the Contract by giving 1 month's written notice to Dendrite

7.3 Dendrite shall invoice the Client for Licences, Services and associated expenses in advance, as more particularly detailed in the Quote. Save as provided for in Quote, prices are exclusive of: (i) any packaging, insurance and transport costs; and (ii) value added tax, which shall be added to the applicable invoices. The Client shall pay each invoice in full (without any deduction or withholding) under the Credit Terms and time for payment is of the essence. Should Dendrite believe that the credit worthiness of the Client has reduced, Dendrite may vary the Credit Terms on written notice to the Client. Without limiting any other right or remedy of Dendrite, if the Client fails to make any payment due to Dendrite by the Due Date, Dendrite may charge interest on the overdue amount at 8% per annum above the then current Bank of England base rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.

7.4 Dendrite may, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by Dendrite to the Client.

8. INDEMNITIES

8.1 The Client shall indemnify Dendrite from and against any and all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by Dendrite in connection with: (i) any claim made against Dendrite for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with Dendrite's use of the Client's Specification; (ii) any breach by the Client of any Third-Party Software Additional Terms; (iii) Dendrite's storage, handling or use of any Client Materials; (iv) any failure of the Client to obtain appropriate licences and/or consents under clause 14.3, or any subsequent revocation or non-renewal of any such licence and/or permit; (v) any failure of the Client to ensure compliance with any Applicable Law; (vi) any breach by the Client of clauses 3.6.3 and/or clause 11; (vii) any use of the Dendrite Materials by the Client other than as envisaged under the Contract; (viii) any breach by the Client of any of the terms of these Conditions or the Contract; and (ix) any Client Default

8.2 Dendrite shall defend the Client, its officers, directors and employees against any claim that the Software, Services or Dendrite Materials infringes any United Kingdom patent (effective as of the date on which the Licence Term and/or the Service Term began), copyright, trade mark, database right or right of confidentiality, and shall indemnify the Client for any amounts awarded against the Client in judgment or settlement of such claims, provided that: (i) Dendrite is given prompt notice of any such claim; (ii) the Client provides reasonable co-operation to Dendrite in the defence and settlement of such claim (at Dendrite's expense); and (iii) Dendrite is given sole authority to defend or settle the claim. In the defence or settlement of any claim, Dendrite may procure the right for the Client to continue using the Software and benefit from the Services or Dendrite Materials, replace or modify the Software, Services or Dendrite Materials so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on 2 Business Days' notice to the Client without any additional liability or obligation to pay liquidated damages or other additional costs to the Client. In no event shall Dendrite, its employees, agents and sub-contractors be liable to the Client to the extent that the alleged infringement is based on: (a) a modification of the Software or Dendrite Materials by anyone other than Dendrite; (b) the Client's use of the Software, Services or Dendrite Materials in a manner contrary to the instructions given to the Client by Dendrite; or (c) the Client's use of the Software, Services or Dendrite Materials after notice of the alleged or actual infringement from Dendrite or any appropriate authority. The foregoing and clause states the Client's sole and exclusive rights and remedies, and Dendrite's (including its employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality

9. LIMITATIONS OF LIABILITY

9.1 Nothing in these Conditions shall limit or exclude Dendrite's liability for: (i) death or personal injury caused by its negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability which cannot be excluded by law.

9.2 Dendrite shall not be liable to the Client for any loss of profit, any anticipated savings, loss of business opportunity, loss of goodwill, loss of or corruption of data, or any indirect, consequential or special loss arising under or in connection with a Contract, or due to a delay delivering or Installing the Software and/or Services (as appropriate).

9.3 Dendrite's total liability to the Client in respect of all losses arising under or in connection with a Contract shall in no circumstances exceed the value of the Contract.

9.4 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract. Clauses 8 and 9 shall survive termination of a Contract and these Conditions.

10. TERMINATION

10.1 The Client may only terminate a Contract prior to its expiry as detailed in the Quote, provided that, without limiting its other rights or remedies, the Client may terminate a Contract with immediate effect giving written notice to Dendrite if Dendrite commits a material breach of such Contract and (if such breach is remediable) fails to remedy that breach within 30 days after receipt of notice in writing of the breach from the Client

10.2 Without limiting its other rights or remedies, Dendrite may terminate one or more Contracts (or suspend the Licence(s) or cease to provide the Services): (i) by giving the Client 1 month's written notice; or (ii) with immediate effect giving written notice to the Client where: (a) necessary as a result of Applicable Law; (b) a Sourcing Issue has occurred which affects the Licences; (c) a Force Majeure Event prevents Dendrite from providing Licences or Services for more than 2 weeks; (d) the Client commits a material breach of its obligations under a Contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing of the breach from Dendrite; (e) an Insolvency Event has occurred; (f) the Client fails to pay any amount due under a Contract on the Due Date; or (g) Dendrite permanently discontinues the use of the Software or the provision of the Services for any reason.

10.3 The Client shall notify Dendrite immediately if it becomes (or believes it may in the future become) subject to an Insolvency Event.

10.4 On termination of the Contract for any reason, the accrued rights or remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of any Contract which existed at or before the date of termination or expiry. Without limiting any other right: (i) the Client shall immediately pay to Dendrite all of Dendrite's outstanding unpaid invoices and interest on the overdue amount; (ii) in respect of the Services supplied or Licences granted but for which no invoice has yet been submitted, Dendrite shall submit an invoice, which is payable by the Client immediately on receipt; (iii) if the Client fails to pay in accordance with (i) and/or (ii) above, at Dendrite's request, the Client shall return any Software or cease use of any Software (and permanently delete all copies of the same) as instructed by Dendrite at the time; and (iv) the Client shall return any and all Dendrite Materials. If the Client fails to return Dendrite Materials and/or the Software (if applicable and instructed to do so by Dendrite), Dendrite may enter any premises of the Client or of any third party where the same are stored in order to recover them.

10.5 Clauses that expressly or impliedly have effect after termination shall continue in full force and effect.

11. COPYING

11.1 The Client shall not make any copies of the Software except where expressly provided in the Quote.

12. SECURITY

The Client shall during the Licence Term:

12.1 effect and maintain adequate security measures to safeguard the Software and (if applicable) Dendrite Materials from access or use by any unauthorised **p**erson;

12.2 retain the Software and all copies thereof under the Client's control;

12.3 and maintain a full and accurate record of the Client's copying and disclosure of the Software and produce such record to Dendrite on Dendrite's request from time to time.

13. PROPRIETARY RIGHTS

13.1 The Software (and the Intellectual Property Rights of whatever nature in the Software in accordance with clause 14.2) are and shall remain the property of Dendrite.

13.2 The Client confirms it will notify Dendrite immediately if the Client becomes aware of any unauthorised use of the whole or any part of the Software by any person.

14. GENERAL

14.1 Each party confirms it is acting on its own behalf and not for the benefit of any other person

14.2 Intellectual Property Rights: Save where agreed in writing by both Dendrite and the Client, all Intellectual Property Rights (including the Software) other than Third-Party Software in or arising out of the Services or Software (other than any Client Materials) are owned by Dendrite (or its licensors).

14.3 Import Licences or Consents: the Client is solely responsible for obtaining, at its own cost, such import licences and other consents in relation to the Software, Services, Client Materials and Dendrite Materials as are required from time to time and, if required by Dendrite, the Client shall make those licences and consents available to Dendrite prior to the relevant shipment. The Client is responsible for ensuring the Software, Services and Dendrite Materials comply with Applicable Law and shall undertake any and all testing necessary to ensure such compliance at its own cost

14.4 Export control: Neither party shall export, directly or indirectly, any technical data acquired from the other party under this agreement (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations (**"Export Control Laws"**), including United States export laws and regulations, to any country for which the government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval. Each party undertakes:

14.4.1 contractually to oblige any third party to whom it discloses or transfers any such data or products to make an undertaking to it in similar terms to the one set out above; and

14.4.2 if requested, to provide the other party with any reasonable assistance, at the reasonable cost of the other party, to enable it to perform any activity required by any competent government or agency in any relevant jurisdiction for the purpose of compliance with any Export Control Laws.

14.5 Confidentiality: A party (**"Receiving Party"**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (**"Disclosing Party"**), its employees, agents or subcontractors, and any other confidential information concerning Disclosing Party's business or its products or its services which Receiving Party may obtain. The Receiving Party shall protect such information with the same degree of care as it employs with regard to its own confidential information of a like nature and shall restrict disclosure of such information to such of its employees, agents or subcontractors as need to know it to discharge the Receiving Party's obligations under the Contract (or as required under any Applicable Law), and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 0 shall survive termination of the Contract and these Conditions.

14.6 Entire Agreement: Each Contract constitutes the entire agreement between the parties relating to the particular Order, superseding all previous arrangements between the parties relating to its subject matter. Any samples, drawings, descriptive matter, proposals, pitches, illustrations, advertising issued by Dendrite or contained in Dendrite's websites, catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Software and the Services shall not form part of the Contract or have any contractual force. Client confirms it has not relied on any statement, promise or representation made or given by or on behalf of Dendrite which is not set out in the applicable Contract. No party shall have any claim for innocent or negligent misrepresentation based upon any statement in the applicable Contract.

14.7 Data Protection: The parties undertake to comply with the provisions of the: (i) Data Protection Act 1998, (ii) the General Data Protection Regulation and (iii) any other legislation relating to data protection anywhere in the world, in so far as the same relates to the provisions and obligations under the Contracts and these Conditions, or are otherwise relevant

14.8 Force majeure: Dendrite shall not be liable to Client as a result of any delay or failure to perform its obligations under these Conditions and the Contract as a result of a Force Majeure Event.

14.9 Announcement: Neither party shall issue or make any public announcement or disclose any information regarding the Contract or these Conditions unless prior written consent has been obtained from the other party.

14.10 Assignment and subcontracting: Dendrite may at any time assign, transfer, novate, charge, subcontract, sub-licence or deal in any other manner with all or any of its rights under the Contract. The Client shall not, without the prior written consent of Dendrite, assign, transfer, novate, charge, subcontract, sub-licence nor deal in any other manner with all or any of its rights or obligations under the Contract.

14.11 Notices: Any notice required to be given under or in connection with these Conditions or a Contract shall be in English, in writing, addressed to the contact name or title detailed in the Order and shall be delivered to the other party: (i) personally, sent by recorded delivery or commercial courier, to its registered office or principal place of business (if not a company); or (ii) emailed to the other party's email address set out in the Order. Any notice is deemed received if: (i) delivered personally, when left at such address; (ii) if sent by recorded delivery, at the time delivery is recorded; (iii) if delivered by commercial courier, at the date and time that the courier's delivery receipt is signed; and (iv) if emailed, at the time of delivery, provided that the sender does not receive an automated delivery failure or delay notification within 24 hours of sending the email. If actual delivery takes place outside of working hours on a Business Day, the date and time of deemed delivery shall be 9.00am on the next Business Day. This clause 0 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include faxes

14.12 Variation or Waiver: Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by Dendrite and the Client, or by Dendrite amending these Conditions and providing such updated Conditions to the Client and the Client continuing to use the Software and/or the Services. The updated Conditions will supersede any prior versions and will be accessible on Dendrite's website. If the Client has any difficulty in accessing the updated Conditions they should contact Dendrite on finance@e-dendrite.com to arrange a copy to be forwarded to them. A waiver of any right is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy. Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

14.13 Severance: If a court or any other competent authority finds that any provision (or part of a provision) of the Contract is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

14.14 No partnership: Nothing in these Conditions or the Contract is intended to, or shall be deemed to, constitute a partnership/joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

14.15 3rd parties: A person not a party to the Contract shall not have any rights under or in connection with it under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of these Conditions or a Contract entered pursuant to these Conditions.

14.16 Compliance with law: The Client does and shall at all times comply (and shall ensure that relevant third parties comply) with all Applicable Law, including the Bribery Act 2010.

14.17 Governing law and jurisdiction: These Conditions and any Contract entered pursuant to these Conditions, 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, English law and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.